

KEYS:

W = Winter Segment (Winter High and Spring Low)
S = Summer Segment (Summer High and Fall Low)

Seats = Y
Load Factor = L
Passengers = X

LY may be equal to but not greater than 300,000

LY = X
L = X/Y
Y = X/L

Beginning L = .6
X = 300,000
Therefore .6Y = 300,000
Y = 300,000/.6 = 500,000

Y₁, X₂, L_N = Year of Operation
Y_{1W}, X_{2S} = Segment of Year of Operation

FOURTH ASSESSMENT

To be completed by June 21 of Year 4 for implementation November 23 of Year 5.

Known = Actual data through 4W.

If $(X_{3S} + X_{4W})$ is less than or equal to 300,000, then Y_{5W} may be greater than or equal to Y_{4W} , but $(L_{3S} \text{ times } Y_{3S}) + (L_{4W} \text{ times } Y_{5W})$ must be less than or equal to 300,000.

If $(X_{3S} + X_{4W})$ is greater than 300,000, then Y_{5W} must be less than Y_{4W} , and $(L_{3S} \text{ times } Y_{3S}) + (L_{4W} \text{ times } Y_{5W})$ must be less than or equal to 300,000.

FIFTH ASSESSMENT

To be completed by December 22 of Year 5 for implementation May 22 of Year 5.

Known = Actual data through N = 4.

If $(X_{4W} + X_{4S})$ is less than or equal to 300,000, then Y_{5S} may be greater than or equal to Y_{4S} , but $(L_{4W}$ times $Y_{4W}) + (L_{4S}$ times $Y_{5S})$ must be less than or equal to 300,000.

If $(X_{4W} + X_{4S})$ is greater than 300,000, then Y_{5S} must be less than Y_{4S} , and $(L_{4W}$ times $Y_{4W}) + (L_{4S}$ times $Y_{5S})$ must be less than or equal to 300,000.

SIXTH ASSESSMENT

To be completed by June 21 of Year 5 for implementation November 23 of Year 6.

Known = Actual data through 5W.

If $(X_{4S} + X_{5W})$ is less than or equal to 300,000, then Y_{6W} may be greater than or equal to Y_{5W} , but $(L_{4S} \text{ times } Y_{4S}) + (L_{5W} \text{ times } Y_{6W})$ must be less than or equal to 300,000.

If $(X_{4S} + X_{5W})$ is greater than 300,000, then Y_{6W} must be less than Y_{5W} and $(L_{4S} \text{ times } Y_{4S}) + (L_{5W} \text{ times } Y_{6W})$ must be less than or equal to 300,000.

WINTER ASSESSMENT FOR IMPLEMENTATION IN N SUMMER
WHERE N = YEAR OF OPERATION

If $(X_{(N-1)W} + X_{(N-1)S})$ is less than 300,000, then Y_{NS} may be greater than or equal to $Y_{(N-1)S}$, but $(L_{(N-1)W}$ times $Y_{(N-1)W}) + (L_{(N-1)S}$ times $Y_{NS})$ must be less than or equal to 300,000.

If $(X_{(N-1)W} + X_{(N-1)S})$ is greater than 300,000, then Y_{NS} must be less than $Y_{(N-1)S}$ and $(L_{(N-1)W}$ times $Y_{(N-1)W}) + (L_{(N-1)S}$ times $Y_{NS})$ must be less than or equal to 300,000.

SUMMER ASSESSMENT FOR IMPLEMENTATION IN N WINTER
WHERE N = YEAR OF OPERATION

If $(X_{(N-1)W} + X_{(N-2)S})$ is less than or equal to 300,000, then Y_{NW} may be greater than or equal to $Y_{(N-1)W}$, but $(L_{(N-2)S}$ times $Y_{(N-2)S}) + (L_{(N-1)W}$ times $Y_{NW})$ must be less than or equal to 300,000.

If $(X_{(N-1)W} + X_{(N-2)S})$ is greater than 300,000, then Y_{NW} must be less than $Y_{(N-1)W}$ and $(L_{(N-2)S}$ times $Y_{(N-2)S}) + (L_{(N-1)W}$ times $Y_{NW})$ must be less than or equal to 300,000.

SETTLEMENT AGREEMENT
AIRPORT MASTER PLAN

Analysis of Indirect NOx Offsets for Airport EIR/EIS
and Settlement Agreement

Prepared by David S. Ziegler
Tahoe Regional Planning Agency

INTRODUCTION: The purpose of this memorandum is to document a revised analysis of indirect NOx offsets for the airport master plan. As mitigation for potential water quality impacts of direct NOx emissions from aircraft, indirect offsets consisting of water quality improvement projects within the city limits have been required.

OVERVIEW OF METHOD: An earlier memorandum included an overview of the analytical method, in three parts: (1) estimating the direct annual NOx deposition from aircraft upon Lake Tahoe, (2) estimating the annual nitrogen load to Lake Tahoe from runoff from the City of South Lake Tahoe, and (3) calculating the offset by determining what percent of the runoff from the City would have to be treated to offset the nitrogen load from aircraft.

Subsequent discussions of that memorandum resulted in this revised analysis, since the proposed mitigation is a \$500,000 contribution toward the construction of the Cove East SEZ restoration project proposed by the California Tahoe Conservancy.

This revised analysis makes use only of part (1) of the April 10 memorandum, the estimate of direct annual NOx deposition from aircraft upon Lake Tahoe. Using NOx emission data provided by Sierra Research, we have used a simple box model to estimate the amount of NOx (as NO₂) which aircraft would emit into a "box" corresponding to the shape of the Tahoe Basin to a height of 3,000 feet, assuming that only those NOx molecules in the bottom 10 percent of the box would be deposited in or on Lake Tahoe.

This revised analysis assumes that the number of enplaned passengers at the airport does not immediately jump to 300,000 passengers/year, but rather that it climbs from current levels to 300,000 passengers/year over five years. Thus, the average enplaned passengers/year during the first five years of airport operations under the master plan is assumed to be about 185,000 passengers/year.

Having estimated the annual NOx deposition from aircraft upon Lake Tahoe, this revised analysis then compares that estimate to an estimate of the total reduction in nitrogen loading to Lake Tahoe expected to result from construction of the Cove East project. The hypothesis is that the nitrogen loading reduction from that portion of the Cove East project to be funded by

lowest cost alternative, and would deserve half the credit in terms of benefits to water quality, with the qualification that funds from other sources would be needed to build a stand-alone project.

According to the project proposal, the water quality benefits anticipated, NOT TAKING CREDIT FOR SEDIMENTATION AND NUTRIENT UPTAKE FROM REMOVAL OF FILL, are as follows: 726 kg nitrogen per year (as N) and 403 metric tons of sediment per year.

If the City can take credit for one-half of the anticipated reduction in nitrogen loading, or 363 kg nitrogen per year (as N), then the desired offset is accomplished, since the target is 0.43 tons/year, which equals about 390 kg/year.

This same formula can be used to determine the required offset for years 6 through 10 by substituting the projected passenger levels for years 6 through 10 and comparing the NOx emissions projected from such passenger levels with the NOx reductions from the restoration projects contemplated between years 6 through 10.

CONCLUSION: If the City of South Lake Tahoe contributes \$500,000 to the construction of an SEZ restoration project at the Cove East site, and if additional funds are used to construct a project worth at least \$1 million, the resulting project (considering only the City's share) WILL OFFSET the water quality impacts from the increased NOx emissions for the first five years from aircraft in the Tahoe Region.

EXHIBIT E**Noise Complaint and Response Package**Noise Complaint System

The City of South Lake Tahoe will continue a 24-hour noise complaint system throughout the twenty year term of the Master Plan that will include the following components:

1. The City will staff and manage the complaint system during normal business hours, and will contract for noise complaint collection before and after normal business hours, holidays and weekends.
2. The City has established and will maintain a noise complaint telephone number (541-4082) which is listed in the South Lake Tahoe telephone directory and will be periodically publicized in the normal course of City public information distribution.
3. The City has established and will maintain policies for recording noise complaints that includes:
 - a. A standardized questionnaire reporting form has been developed for collecting noise complaint information that can be used in tracking and responding to complainants. Both the Airport and its' contractor will use the form.
 - b. Complaint information will be taken in an objective manner using the questionnaire. City reserves the right to discuss known information and existing City policies when a complaint is received.
 - c. The City will refine procedures to match each noise complaint with the plane causing the event and will mail a postcard in a timely manner to the complainant regarding status of that complaint.
 - d. By standard City procedure, the complaint mechanism shall include an appeal mechanism to the Airport Commission and City Council for those who are not satisfied with the response and followup from the complaint.
 - e. No anonymous calls will be recorded. Callers which are abusive need not be responded to or considered. However, the usual procedures will be followed if a violation has

occurred.

- f. Monthly summaries of noise complaints will be provided to the Airport Commission, including the dB level of each event. Those summaries shall be a public record and available to any of the parties of this agreement upon request.

Noise Complaint System Check

4. The TRPA may establish procedures for testing the noise complaint system with random calls, which will be checked against the record-keeping and followup system. The TRPA may send periodic questionnaires to complainants regarding the effectiveness of the system.

Noise Abatement Procedures Publication

5. The City has published a notice of noise sensitivity and noise restrictions in the FAA/NOAA Airport/Facilities Directory. The City will continue to publish such notices as desired.
6. The City has developed a "flyer" for pilots that outlines noise concerns, and suggested approach and takeoff patterns. The flyer will also be sent to other airport users such as owners of based aircraft, persons on the waiting list for a tie down or hangar and the fixed based operator will be requested to provide information to all arriving transient general aviation aircraft.

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of the State of California
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Telephone: (916) 327-7859
6
7 Attorneys for Defendant/Intervenor
State of California

8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA

10	CITY OF SOUTH LAKE TAHOE,)	No. CIV-S-84-0819-EJG
11)	
11	Plaintiffs,)	FINAL JUDGMENT PURSUANT
12)	TO STIPULATION
12	v.)	
13	TAHOE REGIONAL PLANNING AGENCY)	
13	and DOES 1 through X,)	
14)	
14	Defendants.)	
15	_____)	
16	STATE OF CALIFORNIA EX REL.)	
16	JOHN K. VAN DE KAMP, Attorney)	
17	General of the State of)	
17	California,)	
18)	
18	Defendant/Intervenor,)	
19	_____)	
20	AIR CAL, INC.,)	
21)	
21	Plaintiff/Intervenor,)	
22)	
22	UNITED STATES OF AMERICA;)	
23	ELIZABETH HANFORD DOLE; and)	
23	DONALD D. ENGEN,)	
24)	
24	Plaintiff/Intervenors.)	
25	_____)	

26 ///
27 ///

1 Plaintiff City of South Lake Tahoe, Defendant Tahoe
2 Regional Planning Agency and Defendant-Intervenors California
3 Attorney General and League to Save Lake Tahoe (hereinafter
4 "settling parties") by their respective attorneys having
5 consented to the making and entry of this Final Judgment, without
6 trial or adjudication of fact or law herein, according to the
7 terms of the Stipulation for Entry of Final Judgment
8 ("Stipulation") filed herewith and incorporated by reference, and
9 the Court having considered the matter and been duly advised, it
10 is

11 ORDERED, ADJUDGED AND DECREED as follows:

12 1. This Court has jurisdiction over the subject
13 matter of this action and of the parties hereto.

14 2. The parties shall comply with the terms of the
15 Stipulation and Settlement Agreement -- Airport Master Plan,
16 attached to the Stipulation as Exhibit 1, filed herewith and
17 incorporated herein by reference, as the Final Judgment in this
18 case.

19 3. This Final Judgment is binding on the parties and
20 their employees, successors and assigns.

21 4. The intervention of the League to Save Lake Tahoe
22 is allowed and henceforth the League to Save Lake Tahoe is a
23 party to this litigation for purposes of enforcement of the
24 Stipulation and of this Final Judgment.

25 5. This Final Judgment shall not constitute an
26 admission of liability or fault on the part of the Plaintiff or
27 the Defendants.

1 6. Jurisdiction is retained by this Court for the
2 purpose of enabling any party to apply to the Court at any time
3 for such further orders and directions as may be necessary or
4 appropriate for the construction or carrying out of the
5 Stipulation and this Final Judgment, for the modification or
6 termination of any of the provisions therein, and for the
7 enforcement of compliance therewith and the imposition of
8 remedies for violations thereof.

9 7. Pursuant to the Stipulation, the Court concludes
10 that the Settlement Agreement -- Airport Master Plan, attached to
11 the Stipulation as Exhibit 1 is not subject to the Airport Noise
12 and Capacity Act of 1990 ("ANCA") (49 App. U.S.C. § 2151 et seq.)
13 or the implementing regulations (14 C.F.R. Part 161) since the
14 provisions of the Settlement Agreement -- Airport Master Plan
15 fall into one or more of the following categories:

16 a. The provisions, including airport noise and
17 access restrictions, were in effect and
18 enforced by the City and/or TRPA prior to the
19 enactment of ANCA and on November 5, 1990.

20 b. The provisions, including airport noise or
21 access restrictions, were contained in an
22 intergovernmental agreement which was in
23 effect prior to the enactment of ANCA and on
24 November 5, 1990.

25 c. The provisions are amendments to an airport
26 noise or access agreement, or to noise or
27 access restrictions, in effect on November 5,

1 1990, which amendments do not reduce or limit
2 aircraft operations or affect aircraft
3 safety.

4 d. The provisions include restrictions on noise
5 and access which were adopted before October
6 1, 1990 but which were stayed or not imple-
7 mented as a result of the effect of this
8 litigation including but not limited to a
9 stipulation of the parties to stay this
10 litigation.

11 e. The provisions include noise abatement
12 procedures, such as limits on engine runups,
13 which do not limit the total number of Stage
14 2 or Stage 3 aircraft operations at TVL and
15 are therefore outside the purview of ANCA.

16 f. The provisions include restrictions allowed
17 and sanctioned by other federal laws, such as
18 the Tahoe Regional Planning Compact, PL 96-
19 551, 94 Stat. 3233 (1980).

20 8. Pursuant to the Stipulation and pursuant to this
21 Court's earlier decision on this issue (see City of South Lake
22 Tahoe v. Tahoe Regional Planning Agency 664 F.Supp. 1375 (1987)),
23 the Court concludes that this Settlement Agreement -- Airport
24 Master Plan, included in the Stipulation as Exhibit 1, is not
25 violative of the Airline Deregulation Act (49 U.S.C. § 1301 et
26 seq.).

27 ///

DECLARATION OF SERVICE BY MAIL

Case Name: City of South Lake Tahoe
v. TRPA

No: CIVS-84-0819-EJG

I declare:

I am employed in the County of Sacramento, California. I am 18 years of age or older and not a party to the within cause; my business address is 1515 K Street, Post Office Box 944255, Sacramento, California 94244-2550.

On September 25, 1992, I served the attached

FINAL JUDGMENT PURSUANT TO STIPULATION

in said cause, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Sacramento, California, addressed as follows:

Dennis Crabb, City Attorney
City of South Lake Tahoe
1252 Tata Lane
P.O. Box 1210
South Lake Tahoe, CA 95705

Susan Scholley
Tahoe Regional Planning Agency
P.O. Box 1038
Zephyr Cove, NV 89448-1038

Terry M. Henry
Department of Justice
Civil Division Rm. 942
901 E. Street N W
Washington D. C. 20530

Richard Sherman
Irell & Manella
840 Newport Center Dr. Ste 500
Newport Beach, CA 92660

E. Clement Shute, Jr., Esq.
Shute, Mihaly & Weinberger
396 Hayes Street, Suite 1
San Francisco, CA 94102

I declare under penalty of perjury the foregoing is true and correct, and that this declaration was executed at Sacramento, California on September 25, 1992.

Kathie Covell
(Typed Name)

Kathie Covell
(Signature)

To	From
Co./Dept.	Co.
Phone #	Phone #
Fax #	Fax #

1 DANIEL E. LUNGREN, Attorney General
of the State of California
2 JAN S. STEVENS
Assistant Attorney General
3 KENNETH R. WILLIAMS, CA Bar No. 73170
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7 Attorneys for Defendant/Intervenor
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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10	CITY OF SOUTH LAKE TAHOE,)	No. CIV-S-84-0819-EJG
11	Plaintiffs,)	STIPULATION FOR ENTRY
12	v.)	OF FINAL JUDGMENT
13	TAHOE REGIONAL PLANNING AGENCY)	
14	and DOES 1 through X,)	
15	Defendants.)	
16	STATE OF CALIFORNIA EX REL.)	
17	JOHN K. VAN DE KAMP, Attorney)	
18	General of the State of)	
19	California,)	
	Defendant/Intervenor,)	
20	AIR CAL, INC.,)	
21	Plaintiff/Intervenor,)	
22	UNITED STATES OF AMERICA;)	
23	ELIZABETH HANFORD DOLE; and)	
24	DONALD D. ENGEN,)	
	Plaintiff/Intervenors.)	

25
26 The parties hereto, through their respective counsel of
27 record, hereby stipulate as follows:

1 1. Plaintiff City of South Lake Tahoe, Defendant
2 Tahoe Regional Planning Agency, and Defendant-Intervenors the
3 California Attorney General and League to Save Lake Tahoe
4 (League) hereby waive the entry of findings of fact and con-
5 clusions of law under Rule 52 of the Federal Rules of Civil
6 Procedure and consent to the entry by the Court of the final
7 judgment in the form submitted to the Court with this
8 stipulation.

9 2. The parties agree and stipulate to the inter-
10 vention of the League in this matter, for purposes of the
11 settlement of this litigation and the entry of final judgment,
12 and the enforcement of this stipulation and the final judgment.
13 The settling parties agree that the League shall have the same
14 rights and remedies under the stipulation and final judgment as
15 do the other settling parties.

16 3. The Settlement Agreement -- Airport Master Plan
17 with exhibits, contains the terms of the agreements among the
18 parties concerning activities, operations and expansion at the
19 South Lake Tahoe Airport which is owned and operated by the City
20 of South Lake Tahoe. The settling parties understand and agree
21 that said Settlement Agreement -- Airport Master Plan is a part
22 of this stipulation and is therefore attached hereto as Exhibit 1
23 and incorporated herein by reference.

24 4. The parties stipulate that the terms of the
25 Settlement Agreement -- Airport Master Plan, referred to in
26 paragraph 3 above, are not subject to the Airport Noise and
27 Capacity Act of 1990 ("ANCA") (49 App. U.S.C. § 2151 et seq.) or

1 the implementing regulations (14 C.F.R. Part 161) since the terms
2 and provisions specified by the Settlement Agreement -- Airport
3 Master Plan fall into one or more of the following categories:

4 a. The provisions, including airport noise and
5 access restrictions, were in effect and
6 enforced by the City and/or TRPA prior to the
7 enactment of ANCA and on November 5, 1990.

8 b. The provisions, including airport noise or
9 access restrictions, were contained in an
10 intergovernmental agreement which was in
11 effect prior to the enactment of ANCA and on
12 November 5, 1990.

13 c. The provisions are amendments to an airport
14 noise or access agreement, or to noise or
15 access restrictions, in effect on November 5,
16 1990, which amendments do not further reduce
17 or limit aircraft operations or affect
18 aircraft safety.

19 d. The provisions include restrictions on noise
20 and access which were adopted before October
21 1, 1990 but which were stayed or not imple-
22 mented as a result of the effect of this
23 litigation including but not limited to a
24 stipulation of the parties to stay this
25 litigation.

26 e. The provisions include noise abatement
27 procedures, such as limits on engine runups,

1 which do not limit the total number of Stage
2 2 or Stage 3 aircraft operations at TVL and
3 are therefore outside the purview of ANCA.

4 f. The provisions include restrictions allowed
5 and sanctioned by other federal laws, such as
6 the Tahoe Regional Planning Compact, PL 96-
7 551, 94 Stat. 3233 (1980).

8 5. The parties also stipulate that the terms of the
9 Settlement Agreement -- Airport Master Plan, referred to in
10 paragraph 3 above, are not violative of the Airline Deregulation
11 Act (ADA) (49 U.S.C. § 1301 et seq.).

12 6. The Federal Aviation Administration (FAA) has
13 reviewed the Settlement Agreement -- Airport Master Plan and has
14 sent letters dated August 21, 1992 and September 10, 1992 to the
15 parties confirming that the Settlement Agreement -- Airport
16 Master Plan is not subject to the provisions of ANCA and
17 therefore would not be challenged by the FAA. Copies of the FAA
18 letters are attached hereto and incorporated herein as Exhibits 2
19 and 3. The United States Department of Transportation (DOT) has
20 also reviewed the Settlement Agreement -- Airport Master Plan
21 and has sent a letter dated September 9, 1992, to the parties
22 confirming that, as modified, the Settlement Agreement -- Airport
23 Master Plan does not constitute impermissible economic regulation
24 of air carriers prohibited under the ADA. A copy of the DOT
25 letter is attached hereto and incorporated herein as Exhibit 4.
26 The United States Department of Justice, as counsel for the FAA
27 and DOT, made express representations in open court in this case

1 on September 11, 1992 assuring the parties and the United States
2 District Court that the Settlement Agreement -- Airport Master
3 Plan, based on their review and the representations of the other
4 parties, did not violate ANCA or ADA and would not be challenged
5 by the United States during the twenty (20) year term of the
6 Master Plan. Based on the representations and assurances, the
7 Court indicated that it would approve the Settlement Agreement
8 -- Airport Master Plan in a manner which prevents the United
9 States from asserting the invalidity of the Settlement Agreement
10 -- Airport Master Plan in any respect, including objections based
11 on ANCA or ADA. A copy of the Court transcript of the September
12 11, 1992 hearing is attached hereto and incorporated herein as
13 Exhibit 5. The parties are expressly relying herein upon the
14 representations of the FAA, DOT and United States Department of
15 Justice acknowledging that the terms and provisions of the
16 Settlement Agreement -- Airport Master Plan are not subject to
17 the provisions of ANCA or the provisions of the ADA and therefore
18 would not be challenged by the federal government. Without these
19 representations by the FAA, DOT and Department of Justice, the
20 parties would not enter into this stipulation since assurance
21 that the terms and provisions of the Settlement Agreement --
22 Airport Master Plan are not subject to the ANCA and the ADA is
23 critical to each party's determination to enter into this
24 stipulation and request that the court enter final judgment.
25 However, although the parties accept the representations of the
26 FAA, and the DOT, as outlined in the letters attached as Exhibits
27 2, 3 and 4, the parties by this stipulation do not accept as

1 conclusive the analyses included in those letters. Instead, by
2 the terms of this stipulation, the parties are reserving all
3 rights and contentions in this regard, including, but not limited
4 to, their respective contentions regarding the applicability and
5 scope of ANCA and ADA as well as the nature and scope of the
6 noise and access restrictions which predate ANCA or the Settle-
7 ment Agreement. Such contentions will become relevant if the
8 Settlement Agreement is challenged by a third party.

9 7. The parties agree that this stipulation is binding
10 on the parties according to its terms and that any conduct by the
11 parties which is contrary to the terms of this stipulation and/or
12 final judgment is enforceable by any available judicial remedies.

13 8. Each party shall give written notice to all
14 other parties of any disagreement, dispute, or controversy
15 concerning any aspect of this stipulation or of any alleged
16 violation or threatened violation of any terms and provisions
17 of this stipulation and/or the final judgment. Such notice shall
18 be transmitted by telecopier, United States Mail or reputable
19 overnight delivery service and shall describe the nature of the
20 dispute and shall schedule a meet and confer session no earlier
21 than seven (7) or later than fifteen (15) days from the date of
22 receipt of such notice. All of the parties shall meet and confer
23 in good faith through a consensus type process that may include
24 other persons or agencies, for the purpose of attempting to
25 resolve any such disagreement, dispute, controversy, or alleged
26 threatened or actual violation.

27 ///

1 9. The commencement of any action for judicial relief
2 by a party to this stipulation ^{MAY} take place after the termi-
3 nation of the meet and confer meeting undertaken in accordance
4 with paragraph eight above. Each party hereto expressly waives
5 the provisions of any applicable statutory or ordinance
6 limitation period for a period of 30 days following the meet
7 and confer meeting. The parties may extend this waiver by mutual
8 agreement.

9 10. Notwithstanding the provisions of paragraphs eight
10 and nine above, if a party would be prejudiced by delay, that
11 party may immediately commence judicial proceedings and seek any
12 appropriate relief.

13 11. Each party hereto expressly waives any right to a
14 jury trial in any action to enforce this stipulation, the
15 accompanying Agreement and/or the final judgment, and consents to
16 the determination of all issues in such action by the Court.

17 12. Each party hereto expressly waives any right of
18 appeal of the Final Judgment.

19 13. Each party hereto expressly acknowledges and
20 agrees that any breach of the terms and provisions of this
21 stipulation or the final judgment or any conduct or activity by
22 a party which is inconsistent with such terms and provisions will
23 result in immediate and irreparable injury.

24 14. The parties shall work in good faith to obtain the
25 expeditious resolution of any disagreements arising under this
26 stipulation and/or the final judgment. The parties understand
27 and acknowledge that any dilatory tactics used to delay or