

DISPUTE RESOLUTION AGREEMENT

This Dispute Resolution Agreement (Agreement) is entered into effective June 26, 2019, by and among the California Department of Fish and Wildlife (CDFW); the County of San Diego, a political subdivision of the State of California (County), the United States Fish and Wildlife Service, a federal agency of the United States Department of the Interior (USFWS), and GDCI Proctor Valley, L.P., a limited partnership (GDCI), hereafter sometimes collectively referred to as “the Parties” and each individually as a “Party.”

Recitals

1.1 GDCI proposes to develop a mixed-use project on lands within Otay Ranch Village 14 and Planning Areas 16 and 19 (the “Proposed Project” as further defined in Section 2.10, below), located in unincorporated San Diego County. The Proposed Project contemplates development within Otay Ranch Proctor Valley parcels PV1, PV2, and PV3. Said areas are shown on “**Exhibit A**” (Current Land Plan). The Parties differ as to the development status of PV1, PV2, and PV3. The Parties desire to resolve their differences through dispute resolution as reflected in this Agreement.

1.2 The property on which the Proposed Project is located (the “Subject Property”), and its associated land uses, are identified in the County of San Diego’s 1993 Otay Ranch General Development Plan/Subregional Plan (GDP/SRP), as well as the County’s 2011 General Plan Update. The GDP/SRP guides development, and establishes a land conservation program. Under this program, development projects, once approved, must convey land into the Otay Ranch Preserve in accordance with the two-phase Otay Ranch Resource Management Plan (RMP). For every “developable acre” (as defined in the Phase 2 Otay Ranch RMP) of land included in a final subdivision map, 1.188 acres of land must be conveyed to the designated Preserve Owner/Manager (POM) for inclusion in the Otay Ranch Preserve.

1.3 The Subject Property is also located within the Multiple Species Conservation Program (MSCP) study area for southern San Diego County. The MSCP is a comprehensive, long-term Habitat Conservation Plan approved under section 10(a)(1)(B) of the federal Endangered Species Act (ESA) and a Natural Community Conservation Plan (NCCP) approved under the California Natural Communities and Conservation Planning Act of 1991 and provides take authorization under the state ESA. The MSCP addresses the needs of multiple species, preserves natural vegetation communities, and protects biodiversity in San Diego County. The MSCP also addresses impacts associated with urban growth by creating a plan to mitigate for the loss of covered species and their habitat due to development impacts on both public and private lands within the MSCP area.

1.4 The MSCP study area consists of 582,243 acres, of which 252,132 acres are located within unincorporated San Diego County. CDFW and USFWS issue authorization for the incidental take of species under the MSCP and participating local jurisdictions implement their respective portions of the MSCP by adopting a subarea plan and entering into an Implementing Agreement with the USFWS and CDFW. The County adopted the MSCP and the South County Subarea Plan in 1997 (1997 Subarea Plan). CDFW issued the County a Natural Community

Conservation Plan Approval and Take Authorization (NCCP Take Authorization) and entered into an Implementing Agreement with USFWS and the County in 1998 (1998 Implementing Agreement). In addition, USFWS issued the County a federal ESA Section 10(a) permit. The MSCP, the 1997 Subarea Plan, the NCCP Take Authorization, the Section 10(a) permit, and the 1998 Implementing Agreement all apply to the Subject Property and this Agreement.

1.5 The MSCP, the 1997 Subarea Plan and the 1998 Implementing Agreement establish the conditions under which the USFWS and CDFW issued the County, for the benefit of itself and land development project proponents, the NCCP Take Authorization and the ESA Section 10(a) permit to allow the taking of certain covered species incidental to land development and other lawful land uses within the Subarea Plan boundaries pursuant to the federal and state ESAs and the NCCP Act of 1991.

1.6 On June 26, 2019, the County Board of Supervisors (Board) will be asked to authorize execution of this Agreement, but such execution shall only take place if the County Board votes on June 26, 2019, to approve the Proposed Project, as described in Section 2.10, below.

1.7 On June 26, 2019, the County Board will be asked to certify the Otay Ranch Village 14 and Planning Areas 16 and 19 EIR (EIR) and approve the Current Land Plan (**Exhibit “A”**) and associated land use entitlements for the Proposed Project. If the County Board approves the Proposed Project and authorizes execution of this Agreement, the Parties in their turn will execute the Agreement and work cooperatively to expeditiously implement the Dispute Resolution Land Map shown on **Exhibit “B,”** through the three processes described in this Agreement: (1) the State Land Exchange process, (2) the 1997 Subarea Plan amendment process, and (3) the Revised Tentative Map process, all of which are described in further detail below.

1.8 The Parties enter this Agreement to resolve their disputes regarding proposed development on PV1, PV2, and/or PV3 under the 1997 Subarea Plan, to consolidate development and reduce edge effects onto adjacent conserved lands in the County’s 1997 Subarea Plan area, to provide certainty in the land development process for GDCI, and to implement the Parties’ Dispute Resolution Project, which represents a reasonable solution to various disputes in relation to the Proposed Project.

Definitions

In addition to terms self-defined by parenthetical references throughout this Agreement, the following terms used in this Agreement shall have the meanings set forth below:

2.1 **Agreement** means this document.

2.2 **CDFW** means the California Department of Fish and Wildlife (formerly, the California Department of Fish and Game).

2.3 **CEQA** means the California Environmental Quality Act, Public Resources Code sections 21000, *et seq.*, and the State CEQA Guidelines, title 14 California Code of Regulations sections 15000, *et seq.*

- 2.4 **County** means the County of San Diego.
- 2.5 **Dispute Resolution Project** means the project as described in this Agreement and as detailed on **Exhibit “B”** (Dispute Resolution Land Map), encompassing the State Land Exchange, the County-Initiated Subarea Plan amendment, and the Revised Tentative Map, and constituting a fair and reasonable resolution of all disputes regarding the Proposed Project.
- 2.6 **Effective Date** means the date shown in the first paragraph of this Agreement.
- 2.7 **GDCI** means GDCI Proctor Valley, L.P., a limited partnership, owner of the Subject Property, and Project applicant for purposes of this Agreement. GDCI also operates through its authorized agent and manager Jackson Pendo Development Company.
- 2.8 **MSCP** means the Multiple Species Conservation Program, a sub-regional habitat conservation planning program adopted by the County Board of Supervisors in 1997 that addresses multiple species habitat needs and the preservation of native vegetation for an approximate 900-square mile area in southwestern San Diego County.
- 2.9 **Preserve** as used in this Agreement means the Resource Management Plan Otay Ranch Preserve, which is the portion of the County’s MSCP Preserve system under the 1997 Subarea Plan.
- 2.10 **Proposed Project** means GDCI’s proposed project known as the Otay Ranch Village 14 and Planning Areas 16 and 19 development project, the Project’s Current Land Plan (**Exhibit “A”**), and the associated land use entitlements and related actions to be considered for approval by the County on June 26, 2019, including the Environmental Impact Report (EIR).
- 2.11 **Revised Tentative Map** means the tentative map that GDCI will process through the County and that will reflect the State Land Exchange and Dispute Resolution Map (**Exhibit “B”**) herein.
- 2.12 **Subarea Plan** or **1997 Subarea Plan** means the plan prepared by the County and reviewed and approved by the USFWS and CDFW to implement the MSCP within the southern portion of the County’s jurisdictional boundaries, pursuant to the federal ESA Section 10(a) permit, the NCCP Take Authorization, and the 1998 Implementing Agreement.
- 2.13 **Subarea Plan amendment** means an amendment to the 1997 Subarea Plan and would not specifically be either a Minor Amendment or a Major Amendment as those terms are defined in such Subarea Plan.
- 2.14 **USFWS** means the United States Fish and Wildlife Service.
- 2.15 **Wildlife Agencies** mean, collectively, the USFWS and CDFW.
- 2.16 **WCB** means the State of California, acting by and through the Wildlife Conservation Board on behalf of the CDFW.
- 2.17 **Village 14 Core Area** means those lands identified as areas “A,” “B,” “C” and “E” on **Exhibit “B”** (Dispute Resolution Land Map).

Terms of Agreement

NOW, THEREFORE, the Parties agree to the following terms and conditions.

3.1 GDCI and Wildlife Agencies' Obligations.

3.1.1 State Land Exchange Process.

- (a) GDCI and CDFW shall submit to the State's Wildlife Conservation Board (WCB) a land conversion evaluation for a land acquisition, transfer, or exchange of lands that CDFW and GDCI currently own (Land Exchange), and as described in the descriptions attached hereto as **Exhibit "C."** As more specifically provided in paragraph (b) below, GDCI and CDFW will diligently work to ensure all necessary actions have been completed to place the Land Exchange on the WCB agenda prior to May 31, 2020, for WCB to consider for approval; at the same time, GDCI, CDFW, and USFWS agree that time is of the essence with regard to completion of the Land Exchange. The essential elements of the Land Exchange, including the respective obligations of CDFW, USFWS, and GDCI, are as follows:

CDFW Obligation under Land Exchange:

- (i) Village 14 Core Area and Proctor Valley Road Rights-of-Way. As part of the Land Exchange, as shown on **Exhibit "B,"** CDFW shall propose to transfer or exchange land in fee title within the Village 14 Core Area (designated A, B, C, and E) and comprising the Proctor Valley Road rights-of-way to GDCI for development and road construction. The Village 14 Core Area and its associated land uses are identified in the County of San Diego's 1993 Otay Ranch General Development Plan/Subregional Plan (GDP/SRP) and the County's 2011 General Plan Update, as amended, and in the Subarea Plan as hardline development areas. The Parties acknowledge that Village 14 Core Area consists of approximately 207.1 acres of land and that the Proctor Valley Road rights-of-way consist of approximately 10.9 acres of land, for a total of approximately 218.0 acres, as described on Table 1 in **Exhibit "D"**.
- (ii) Justification. CDFW shall prepare a justification for the Land Exchange consistent with the California Constitution, Article XVI, section 6, Pub. Res. Code section 5096.516, Fish and Game Code section 1348, and WCB Land Conversion Evaluation guidelines, which require land acquired by CDFW to have the same or equivalent objectives as the land exchanged by CDFW based on a habitat value assessment and same or equivalent appraised value.
- (iii) USFWS Review. CDFW/WCB shall submit the justification for the Land Exchange to the USFWS for review and approval in accordance with the grant/subgrant/cooperative agreements and associated regulations.

GDCI Obligation under Land Exchange:

As part of the Land Exchange, GDCI shall propose to transfer in fee interests in land it owns (“GDCI Exchange Lands”), as described in (i) through (iv) below and shown on **Exhibit “B,”** to CDFW for conservation. The Parties agree that the GDCI Exchange Lands shall be designated as Preserve through the Subarea Plan amendment process described in section 3.1.2. The GDCI Exchange Lands comprise a total of approximately 338.9 acres and are described below as follows:

- (i) PV1. PV1 comprises approximately 18.9 acres of land, as shown on **Exhibit “B”** (Dispute Resolution Land Map) and as described on Table 1 in **Exhibit “D.”**
- (ii) PV3. PV3 comprises approximately 127.6 acres of land, exclusive of the water basin and Proctor Valley Road right-of-way as shown on **Exhibit “B”** (Dispute Resolution Land Map) and as described on Table 1 in **Exhibit “D.”**
- (iii) Planning Area 16, R15. R15 comprises approximately 49.8 acres of land, as shown on **Exhibit “B”** (Dispute Resolution Land Map) and as described on Table 1 in **Exhibit “D.”**
- (iv) Planning Area 16, R16. R16 comprises approximately 142.6 acres of land, as shown on **Exhibit “B”** (Dispute Resolution Land Map) and as described on Table 1 in **Exhibit “D.”**

As part of the Land Exchange, GDCI will also grant CDFW a conservation easement over GDCI’s R14 land within PA 16, which comprises approximately 193.3 acres, as shown on **Exhibit “B”** (Dispute Resolution Map) and as described on Table 1 in **Exhibit “D,”** in substantially the same form of easement as shown in **Exhibit “D-1.”** The Parties agree that said conservation easement will be acceptable to the County and the Preserve Owner Manager and that GDCI or its designee can and will use its R14 land, though subject to the conservation easement, for any of the following purposes: (a) to convey fee title to such land to the Preserve Owner Manager for the purpose of satisfying GDCI’s 1.188 mitigation requirement for the Dispute Resolution Project, (b) to use such land to mitigate other Dispute Resolution Project impacts identified in the EIR, (c) to use such land as mitigation land to mitigate Dispute Resolution Project impacts as required by a federal or state permit for the Dispute Resolution Project, or (d) to mitigate for impacts from the Dispute Resolution Project to City of San Diego Cornerstone lands as described in section 3.1.5 (hereafter, the land referred to in sub-paragraphs (a) through (d) in this paragraph, shall be known as “GDCI Mitigation Land Requirements”).

USFWS Obligation under Land Exchange:

Review and evaluate the State’s request for the Land Exchange associated with Federal (Section 6) grant funds, including compliance with the National

Environmental Policy Act (NEPA) as required for approval of the Land Exchange/Disposal of Section 6 properties.

- (b) Timing/Expedite/Milestones. The Parties agree to work cooperatively and expedite completion of the Land Exchange, including USFWS concurrence, as described in the WCB Schedule, attached hereto as **Exhibit “E.”** Events identified in bold type in the WCB Schedule attached as **Exhibit “E”** are milestones (each a Milestone) designated to ensure timely completion of the State Land Exchange by May 31, 2020. In the event a Milestone, including USFWS concurrence, is not timely completed, the Parties shall engage in one in-person conference to determine the time and action required to complete said process; and at the conclusion of that conference, the Parties shall mutually agree upon a new date for that Milestone (each an Agreed-Upon Date) and may agree upon a new date for subsequent Milestones, if necessary, however, the completion date shall not exceed May 31, 2020. If, at the conclusion of the conference, the Parties cannot reach an Agreed-Upon Date, said process shall be completed in not to exceed thirty (30) additional days from the date of the Milestone as shown in the WCB schedule; and if the Milestone or Land Exchange is not completed by then, GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement, even if the Land Exchange process exceeds the timing set forth herein.
- (c) Appraisal; Approval. GDCI and CDFW anticipate that the interests in land transferred by GDCI to CDFW in the Land Exchange are of equivalent or greater habitat and appraised value to the lands that CDFW will transfer to GDCI in compliance with the California Constitution, Article XVI, section 6 and California Public Resources Code, section 5096.516. In the event the Land Exchange appraisal or the California Department of General Services determines that the appraised value of the interests in land to be transferred to CDFW by GDCI are less than the value of the lands to be transferred by CDFW to GDCI, GDCI and CDFW shall negotiate an appropriate area of R14 to be transferred in fee title to CDFW as part of the Land Exchange to provide equivalent appraised value provided. If said transfer results in insufficient land to satisfy GDCI's Mitigation Land Requirements, then: (i) the Parties shall meet in person in a good faith effort to resolve the differential in the appraised value; or (ii) GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement. If required, the R14 area transferred in fee title by GDCI to CDFW as part of the Land Exchange will no longer be available to satisfy the GDCI Mitigation Land Requirements and will not be eligible for use as mitigation of any kind. If the differential in the appraised value requires additional appraisal work, the Parties will negotiate in good faith extensions to the Milestones to accommodate an updated appraisal.
- (d) Parallel Processes. The Parties agree that the State Land Exchange process shall run concurrently with the following other processes: (a) the County-initiated

Subarea Plan amendment, and (b) the GDCI-initiated Revised Tentative Map with the County, each of which is described further below.

- (e) Sequencing. While the Parties acknowledge that the State Land Exchange, the Subarea Plan amendment, and Revised Tentative Map will proceed in parallel, the Parties also agree that the WCB must approve the Land Exchange before the County, CDFW, and USFWS can approve the Subarea Plan amendment reflecting the Land Exchange and extend MSCP take authority for PV2, as described in paragraph 3.1.2, below. Similarly, the Parties agree that the WCB must approve the Land Exchange before the County can approve the Revised Tentative Map reflecting the Land Exchange. Further, the Parties agree that no element of the Land Exchange shall take effect unless and until: (a) WCB issues final approval of the Land Exchange as shown on **Exhibit “B”** (Dispute Resolution Land Map); (b) escrow is closed (see paragraph (f), below); (c) the County approves the proposed Subarea Plan amendment and GDCI’s Revised Tentative Map as specified in section 3.1.2(c) and section 3.1.3(d), below; (d) CDFW and USFWS grant concurrence with respect to the Subarea Plan amendment as specified in section 3.1.2(c), below; and (e) CDFW and USFWS issue take authorization for the PV2 development shown on **Exhibit “B”** (Dispute Resolution Land Map), as part of the Subarea Plan amendment process as specified in section 3.1.2(c), below.
- (f) Escrow and Land Exchange Costs. CDFW and GDCI expect to open escrow and incur Land Exchange costs, including escrow, preliminary title reports, Phase I environmental assessments, mineral rights assessments, pro forma title insurance policies, an appraisal, and Department of General Services’ appraisal review.
 - (i) Escrow. Within ten (10) days of the Effective Date, CDFW and GDCI (“Exchange Parties”) shall open an escrow account with the San Diego office of Chicago Title Company for purposes of completing the Land Exchange. Within 10 days of WCB final approval of the Land Exchange, the Exchange Parties will deposit the grant deeds for the Land Exchange properties into the escrow account with irrevocable escrow instructions providing that escrow shall not close, and title to the Land Exchange properties shall not transfer, unless and until all of the following conditions have been satisfied: (a) the County Board has approved the Revised Tentative Map and related environmental and planning documents for the Dispute Resolution Project as described in paragraph 3.1.3 herein and any relevant time period for state law legal challenges to the Revised Tentative Map approval has expired; and (b) the County Board, with concurrence from CDFW and USFWS, has approved the County-initiated Subarea Plan amendment described in paragraph 3.1.2 herein and any relevant time period for state law legal challenges to the Subarea Plan amendment has expired. In the event that the above conditions cannot be satisfied within the timeframes agreed upon in this Agreement (as may be extended as provided herein), the escrow will be terminated at GDCI’s sole

discretion, all documents returned to the proper parties, and the State Land Exchange will not be effectuated.

(ii) Costs. The Parties agree that the costs incurred to implement the Land Exchange shall be shared as follows: (a) GDCI shall pay the costs to prepare property boundary surveys, title reports and policies, mineral rights assessments, appraisals, and legal descriptions; (b) GDCI and CDFW shall share equally in the costs of the Phase I assessments and escrow costs; (c) CDFW shall pay the costs of the Land Exchange Assessment, including the land conversion evaluation and the Department of General Services appraisal review.

- (g) Agreement, Discretion, and Concessions. Should WCB deny the Land Exchange or should USFWS fail to concur in the Land Exchange, this Agreement is null and void and with no legal effect. Notwithstanding this provision, the WCB and USFWS retain their full independence and discretion whether to approve or deny said Land Exchange. The Parties agree that should WCB, CDFW, or USFWS condition their respective approval of the Land Exchange on requiring any additional land, funding, mitigation, or any other concession of any kind from GDCI, except as specified in this section 3.1.1, paragraph (c), above, GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement, the Land Exchange, the Subarea Plan amendment, and the Revised Tentative Map process.

3.1.2 County-Initiated Subarea Plan amendment.

- (a) Subarea Plan amendment process. In parallel with the State Land Exchange, including USFWS concurrence, the County, in cooperation with GDCI, shall, within 45 days of the Effective Date, initiate an amendment to the Subarea Plan that will (i) designate PV1, PV3 (excluding that portion identified as water basin and Proctor Valley Road right-of-way on **Exhibit "B"**), R14, R15, and R16 as hardline Preserve, upon completion (i.e., close of escrow) of the Land Exchange; and (ii) authorize take of Covered Species within PV2 and that portion of PV3 identified as water basin and Proctor Valley Road right-of-way on **Exhibit "B."** The Subarea Plan amendment process is subject to the concurrence of the Wildlife Agencies. The Parties agree that time is of the essence regarding completion of the Subarea Plan amendment process.
- (b) Purposes. The purposes of the County's proposed Subarea Plan amendment are to reflect the WCB/GDCI Land Exchange in the Subarea Plan, as shown on **Exhibit "B"** (Dispute Resolution Land Map) and extend take authorization of Covered Species within PV2 and that portion of PV3 identified as water basin and Proctor Valley Road right of way on **Exhibit "B."** In addition, as part of the Subarea Plan amendment process, GDCI shall be permitted to use its R14 land to satisfy the GDCI Mitigation Land Requirements, as specified in section 3.1.1(a), above.

- (c) Timing/Expedite. Subject to the Sequencing provision in section 3.1.1(e), above, GDCI and the County agree to work expeditiously to complete the Subarea Plan amendment process, including concurrence from the Wildlife Agencies, in nine (9) months from the Effective Date of this Agreement. The Parties further agree to work cooperatively and expedite completion of the Subarea Plan amendment process, including concurrence, as described in the Subarea Plan Schedule, attached hereto as **Exhibit “F.”** CDFW and USFWS also agree to expedite the processing and completion of the Subarea Plan amendment. In the event the Subarea Plan amendment process, including USFWS concurrence, takes more than nine (9) months to complete, the Parties shall engage in one in-person conference to determine the time and action required to complete said process; and at the conclusion of that conference, the Parties shall mutually agree upon a new date (Agreed-Upon Date). If, at the conclusion of the conference, the Parties cannot reach an Agreed-Upon Date, said process shall be completed in not to exceed three (3) additional months for a total of twelve (12) months from the Effective Date of this Agreement; and if the State Land Exchange process is not completed by then, GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement, the Land Exchange, the Subarea Plan amendment, and the Revised Tentative Map process, even if said processes exceed the timing set forth herein.
- (d) Parallel Process. The Parties agree that the Subarea Plan amendment process shall run concurrently with the State Land Exchange process and the GDCI-initiated Revised Tentative Map process described herein.
- (e) Agreement, Discretion, Concessions. The Wildlife Agencies retain full discretion to evaluate and approve or deny the Subarea Plan amendment. However, should the Wildlife Agencies condition their respective approval of the Subarea Plan amendment on requiring any additional land, funding, mitigation, or any other concession of any kind from GDCI, except as specified in this section 3.1.1, paragraph (c), above, then GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement, the Land Exchange, the Subarea Plan amendment, and the Revised Tentative Map process. Should the Wildlife Agencies, or either one of them, refuse to grant concurrence or otherwise deny the Subarea Plan amendment, this Agreement and the Land Exchange shall be null and void.

3.1.3 Revised Tentative Map Reflecting Land Exchange.

- (a) Revised Tentative Map. In parallel with the State Land Exchange process and the County’s Subarea Plan amendment process, GDCI shall process through the County a Revised Tentative Map reflecting the Land Exchange and Dispute Resolution Land Map, as shown on **Exhibit “B.”** The Parties acknowledge that the Revised Tentative Map will include development on the Village 14 Core Area, as shown on **Exhibit “B”** (Dispute Resolution Land Map), in conformance with

the Otay Ranch GDP/SRP and County General Plan and that such areas are approved as hardline development in the County's 1997 Subarea Plan and, therefore, are take authorized pursuant to the NCCP Take Authorization, federal ESA Section 10(a) permit, and 1998 Implementing Agreement. The Parties agree that time is of the essence regarding completion of the Revised Tentative Map process.

- (b) Purpose. As defined herein, the stated purpose of the Revised Tentative Map is to reflect the Land Exchange, as shown on **Exhibit "B"** (Dispute Resolution Land Map).
- (c) County Consideration; CDFW/WCB Cooperation. The Parties acknowledge that the County will consider the proposed Subarea Plan amendment and GDCI's Revised Tentative Map simultaneously or as part of a single action. Further, the Revised Tentative Map will require CDFW to sign the Revised Tentative Map and application because it includes CDFW-owned land. CDFW shall cooperate and timely provide such signatures so that the County can process and approve the Revised Tentative Map.
- (d) Timing/Expedite. Subject to the Sequencing provision in section 3.1.1(e), above, GDCI and the County agree to complete the Revised Tentative Map process within nine (9) months from the Effective Date of this Agreement. Within ten (10) calendar days of the County's request, CDFW and USFWS agree to expedite their review and comment on the Revised Tentative Map, if any, and such review and comment shall be limited to the stated Purpose of the Revised Tentative Map. The Parties further agree to work cooperatively and expedite completion of the Revised Tentative Map, as described in the Revised Tentative Map Schedule, attached hereto as **Exhibit "G."** In the event the Revised Tentative Map process takes more than nine (9) months to complete, the Parties shall engage in one in-person conference to determine the time and action required to complete said process; and at the conclusion of that conference, the Parties shall mutually agree upon a new date (Agreed-Upon Date). If, at the conclusion of the conference, the Parties cannot reach an Agreed-Upon Date, said process shall be completed in not to exceed three (3) additional months for a total of twelve (12) months from the Effective Date of this Agreement; and if the State Land Exchange process is not completed by then, GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement, the Land Exchange, the Subarea Plan amendment, and the Revised Tentative Map, even if said processes exceed the timing set forth herein.
- (e) Parallel Process. The Parties agree that the Revised Tentative Map process shall run concurrently with the State Land Exchange process and the County-initiated Subarea Plan amendment process described herein.

- (f) Agreement, Discretion, Concessions. The County retains full discretion to evaluate and approve or deny the Revised Tentative Map, including additional CEQA review as appropriate. Should the County condition its approval of the Revised Tentative Map on requiring any additional land, funding, mitigation, or any other concession of any kind from GDCI, then GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement, the Land Exchange, the Subarea Plan amendment, and the Revised Tentative Map process. Should the County deny the Revised Tentative Map, this Agreement, the Land Exchange, and the Subarea Plan amendment shall be null and void.

3.1.4 CEQA Compliance. Based on the foregoing description of the County's Subarea Plan amendment, the proposed Land Exchange, and GDCI's Revised Tentative Map, the County and GDCI anticipate that the scope of these approvals will be within the scope of environmental effects evaluated and disclosed in the County-certified Project EIR, either or both in the analysis of the Project itself and/or in the analysis of alternatives to the Project. Likewise, the Parties anticipate that: (a) CDFW will rely on the County-certified Project EIR for its consideration of any action regarding or pursuant to this Agreement, (b) the WCB will rely on the County-certified Project EIR for its consideration of the proposed Land Exchange, and (ii) the County will rely on the County-certified Project EIR to consider GDCI's Revised Tentative Map. If these actions and approvals require changes to the Project that are outside the scope of the County-certified Project EIR, the County, CDFW, or WCB, as the case may be, will apply the provisions of CEQA Guidelines section 15162 through 15164, and evaluate whether such changes require any subsequent CEQA review, and will conduct any such subsequent CEQA review if determined to be necessary, prior to approving the action in question.

3.1.5 Proctor Valley Road. CDFW and USFWS acknowledge that the Proctor Valley Road alignment through CDFW and City of San Diego Cornerstone Lands as shown on **Exhibit "B"** (Dispute Resolution Land Plan) is a planned facility that was anticipated and allowed within the Preserve. The Parties shall work cooperatively with the City of San Diego to process the Site Development Permit for Proctor Valley Road through the Cornerstone Lands. The Parties acknowledge that R14 is available to satisfy GDCI's obligations with respect to said Cornerstone Lands; if insufficient to satisfy GDCI's Cornerstone Lands obligations, then: (i) the Parties shall meet in person in a good faith effort to resolve the shortfall; or (ii) GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement.

3.1.6 Proctor Valley Road and PV3. CDFW and USFWS acknowledge that a portion (approximately 6.9 acres) of the Proctor Valley Road alignment and accompanying water basin are located in the northwest corner of PV3. Ownership of this approximately 6.9-acre portion of the Proctor Valley Road right-of-way and water basin in PV3 will be retained by GDCI and, as such, will not be included in the portion of PV3 included in the Proposed Land Exchange (or designated as Preserve) as described in section 3.1.1, above. Accordingly, these approximately 6.9 acres have not been included in the acreage for PV3 in Table 1 (**Exhibit "D"**) of this Agreement. CDFW and USFWS do not anticipate that any additional mitigation, condition, or

compensation beyond that already provided for in the Project EIR shall be required for Proctor Valley Road and/or the associated water basin in PV3, except to the extent required under the Project EIR, the Otay Ranch Resource Management Plan, or federal or state permit. If further mitigation is requested, then: (i) the Parties shall meet in person in a good faith effort to resolve the mitigation; or (ii) GDCI may provide notice that this Agreement shall be null and void; at the same time, however, GDCI retains the right to continue with the Agreement. To the extent take authorization of Covered Species is required for Proctor Valley Road or that portion of PV3 used for the Proctor Valley Road alignment or water basin, the County shall request such authorization as part of the Subarea Plan amendment process described herein.

3.1.7 Water Resource Protection. **Exhibit “H”** (Water Resource Map) shows a water resource located within CDFW-owned lands to the north of Parcel “C.” To ensure protection of the water resource, the distance to residential lots will be a minimum of 250 meters. GDCI agrees that it will confine its development activities to the areas identified for such activities on the Dispute Resolution Plan Map, and agrees that no development will occur beyond the existing hardline development boundary, as shown in **Exhibit “H.”**

3.1.8 Vernal Pool Avoidance, Minimization, and Mitigation. The Parties agree that, notwithstanding anything to the contrary in this Agreement, GDCI may be required to avoid, minimize, or mitigate impacts to vernal pools and associated species as provided in the County-certified Project EIR or under state or federal laws.

3.1.9 Preserve Designation of PV1, PV3, PA16 and Benefits to Quino Checkerspot Butterfly. CDFW and USFWS acknowledge that inclusion of PV1, PV3, and PA 16 into the Preserve contributes to the conservation of the Quino Checkerspot butterfly (QCB) and its habitat. The Parties acknowledge that subsequent federal permitting may be required for QCB and that this permitting will take into account both the additional lands being offered for preservation in this Agreement and the QCB mitigation measures contained in the County-certified Project EIR. Nothing in this Agreement requires or precludes use of the Subarea Plan amendment process herein for QCB regarding and limited to the Dispute Resolution Project.

3.1.10 Subsequent Federal and State Permits. In conjunction with the processes described herein, CDFW and USFWS acknowledge that GDCI will also concurrently process other federal and state permits to implement the Land Exchange, the Subarea Plan amendment, and the Revised Tentative Map including without limitation: (a) Clean Water Act section 404 permit, including the required USFWS consultation; (b) Clean Water Act section 401 water quality certification, and (c) Fish and Game Code section 1602 streambed alteration agreement. GDCI acknowledges that it may be subject to the federal or California Endangered Species Act to the extent there may be take of a species that is not a Covered Species under the MSCP and Subarea Plan. CDFW acknowledges that R14 is eligible for use as mitigation for future CDFW permits as provided in section 3.1.1 above, but CDFW is not giving regulatory assurances that the land is sufficient or appropriate mitigation for any future CDFW permits. CDFW and USFWS further agree that they will work with GDCI expeditiously and cooperatively to complete such permits while also completing the processes described in this Agreement.

4.1 General Provisions.

4.1.1 Cooperation/Support/Further Assurances. The Parties agree to cooperate to draft and execute any documents, or to enter into any further agreements, necessary or convenient to effectuate the stated goals in Recital 1.8 of this Agreement. The Parties further agree to expeditiously perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required or needed to carry out in good faith the provisions of this Agreement and the Dispute Resolution Project (e.g., POM access to R15 and R16). Additionally, the Parties agree to fully support this Agreement and the Dispute Resolution Project and act in good faith to timely implement this Agreement and the Dispute Resolution Project. The form, manner, and timing of each Parties' support are reserved to the discretion of each Party; however, each Party agrees to refrain from any action that does not support further efforts to timely, effectively, and cooperatively implement the terms of this Agreement and the Dispute Resolution Project in good faith and with due diligence.

4.1.2 Right of Entry. The Parties acknowledge that certain analyses (e.g., boundary surveys, appraisals, ground-disturbing cultural/archaeological surveys, and soils testing/soil borings) will be needed in the Village 14 Core Area in order to implement this Agreement. GDCI shall apply and submit the corresponding fee for, and CDFW shall expeditiously process, a Special Use Permit in the form attached hereto as **Exhibit "C-1"** to allow GDCI and its authorized representatives to access the Village 14 Core Area at any time after the Effective Date for purposes of conducting these analyses and surveys.

4.1.3 Interpretation. This Agreement shall not be construed for or against any party by reason of that party or its counsel having drafted all or part of the Agreement.

4.1.4 Assignment. GDCI may, in its sole discretion, assign any or all of its rights, benefits, and obligations under this Agreement to any successor in interest to all or any part of the Property. Any such assignment shall be by a written instrument. In the event of any such assignment(s), GDCI shall ensure that the assignee(s) shall be contractually obligated to comply with all of GDCI's obligations under this Agreement pertaining to any assignments in question unless GDCI expressly retains one or more of such obligations itself. Upon any such assignment, GDCI shall be released of all obligations that were so assigned. Upon any such assignment, the term "GDCI" as used throughout this Agreement shall mean the assignee(s) with respect to the rights, benefits, and obligations that were assigned to any assignee in question without the need to amend this Agreement. This Agreement shall be binding on any and all GDCI's successors and assigns.

4.1.5 Sole Agreement/Amendments. This Agreement and the Tolling Agreement entered into by the County, CDFW, and GDCI reflects the full agreement among the Parties concerning the matters specifically addressed herein. This Agreement supersedes any written or oral agreement(s) or representation(s) that preceded execution of this Agreement. No Party has relied on any oral representation(s) in deciding whether to enter into this Agreement. No amendment or modification to this Agreement shall be effective unless it is in writing and signed by the Party or Parties to be bound thereto.

4.1.6 Authorization. Each person signing this Agreement represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the Party for which he or she is signing, and by so executing to bind such Party to all terms herein.

4.1.7 No Admissions. This Agreement is a compromise of disputes and nothing herein shall be deemed to be an admission of any position on the part of any person, company or agency. All Parties merely intend to resolve disputes as stated in Recital 1.1 of this Agreement.

4.1.8 Availability of Funds. Implementation of this Agreement by USFWS is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The Parties acknowledge that the USFWS will not be required under this Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

4.1.9 No Additional Mitigation. This Agreement is not additional mitigation to any CEQA document. Instead, it is strictly a negotiated resolution of identified disputes.

4.1.10 Notices. Any notice required by this Agreement shall be in writing delivered in person, or by U.S. Postal Service first class, registered or certified mail, postage prepaid, or by national overnight delivery service, and shall be deemed to have been properly given, rendered, or made: (i) upon delivery, if made in person; (ii) five (5) days after deposit of notice in the mail; (iii) the next business day following the day on which notice was delivered prepaid (or on an invoice basis) to a national overnight delivery service; or (iv) the day on which the same is delivered or delivery is first refused if sent by first class certified or registered mail with return receipt requested. Rejection or refusal to accept, or the inability to deliver because of a changed address of which no notice was given in accordance with the terms of this Section, shall not affect the validity of notice given in accordance with this Section. The notice addresses for the Parties, as of the Effective Date, are as follows:

- (a) California Department of Fish and Wildlife, Charlton H. Bonham, Director, P.O. Box 944209, Sacramento, CA 94244-2090, with a copy to Wendy Bogdan, General Counsel, P.O. Box 944209, Sacramento, CA 94244-2090, and Ed Pert, South Coast Regional Manager, 3883 Ruffin Road, San Diego, CA 92123;
- (b) U.S. Fish and Wildlife Service, Pacific Southwest Region,, Mike Fris, Assistant Regional Director, Ecological Services, 2800 Cottage Way, Sacramento, CA 92825;
- (c) County of San Diego, Office of County Counsel, Thomas Montgomery, County Counsel, County Administration Center, 1600 Pacific Highway, San Diego, CA 92101;
- (d) GDCI Proctor Valley, L.P., c/o Elizabeth Pendo Jackson, President, Jackson Pendo Development Company, 4364 Bonita Road #607, Bonita, CA 91902.

4.1.11 Exhibits. The following exhibits are attached hereto and made a part of this Agreement:

Exhibit “A” – Current Land Plan

Exhibit “B” – Dispute Resolution Land Map

Exhibit “C” –Dispute Resolution Parcel Descriptions

Exhibit “C-1” – Special Use Permit

Exhibit “D” – Table 1

Exhibit “D-1” – Conservation Easement form

Exhibit “E” – WCB Schedule

Exhibit “F” – Subarea Plan Schedule

Exhibit “G” – Revised Tentative Map Schedule

Exhibit “H” Water Resource Map

4.1.12 Counterparts. This Agreement may be executed in several counterparts and all executed counterparts shall constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, with full authorization as set forth below.

June 26, 2019

Jackson Pendo Development Company,
as agent and manager for GDCI Proctor
Valley, L.P.

By: Elizabeth J. Jackson
Elizabeth J. Jackson, President

June __, 2019

Charlton H. Bonham, Director
California Department of Fish and Wildlife

June __, 2019

Paul Souza, Regional Director
U.S. Fish and Wildlife Service

June __, 2019

Thomas E. Montgomery, County Counsel
County of San Diego

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June __, 2019

Jackson Pendo Development Company,
as agent and manager for GDCI Proctor
Valley, L.P.

By: _____
Elizabeth J. Jackson, President

June 27, 2019

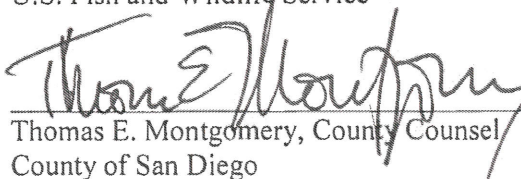


Charlton H. Bonham, Director
California Department of Fish and Wildlife

June __, 2019

Paul Souza, Regional Director
U.S. Fish and Wildlife Service

June 28, 2019



Thomas E. Montgomery, County Counsel
County of San Diego

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By: _____
Elizabeth J. Jackson, President

June __, 2019

Charlton H. Bonham, Director
California Department of Fish and Wildlife

July 3
~~June~~ 3, 2019



Paul Souza, Regional Director
U.S. Fish and Wildlife Service

June __, 2019

Thomas E. Montgomery, County Counsel
County of San Diego

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June __, 2019

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as agent and manager for GDCI Proctor
Valley, L.P.

By: _____
Elizabeth J. Jackson, President

June __, 2019

Charlton H. Bonham, Director
California Department of Fish and Wildlife

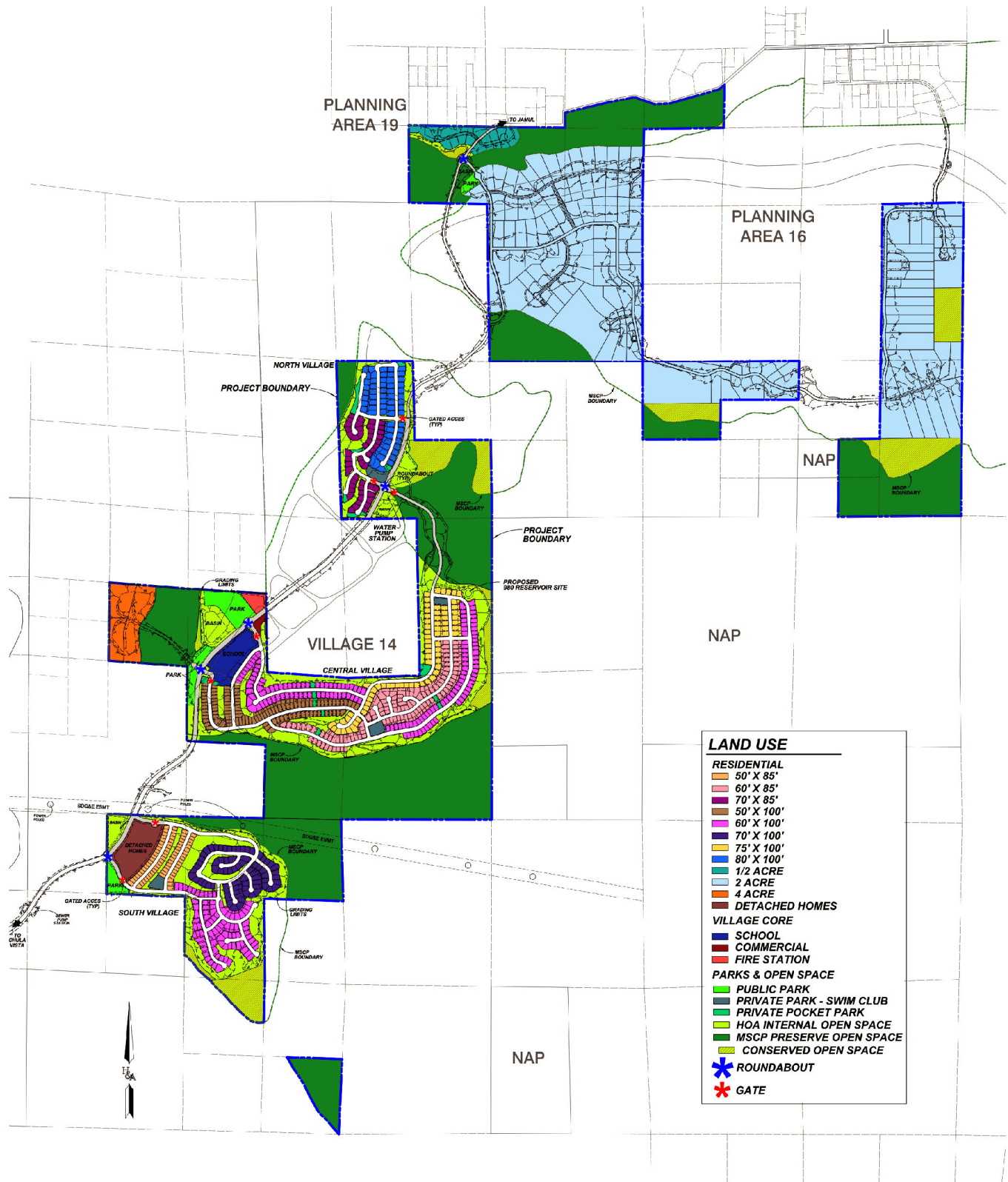
June __, 2019

Paul Souza, Regional Director
U.S. Fish and Wildlife Service

June 27, 2019



Thomas E. Montgomery, County Counsel
County of San Diego



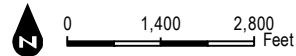
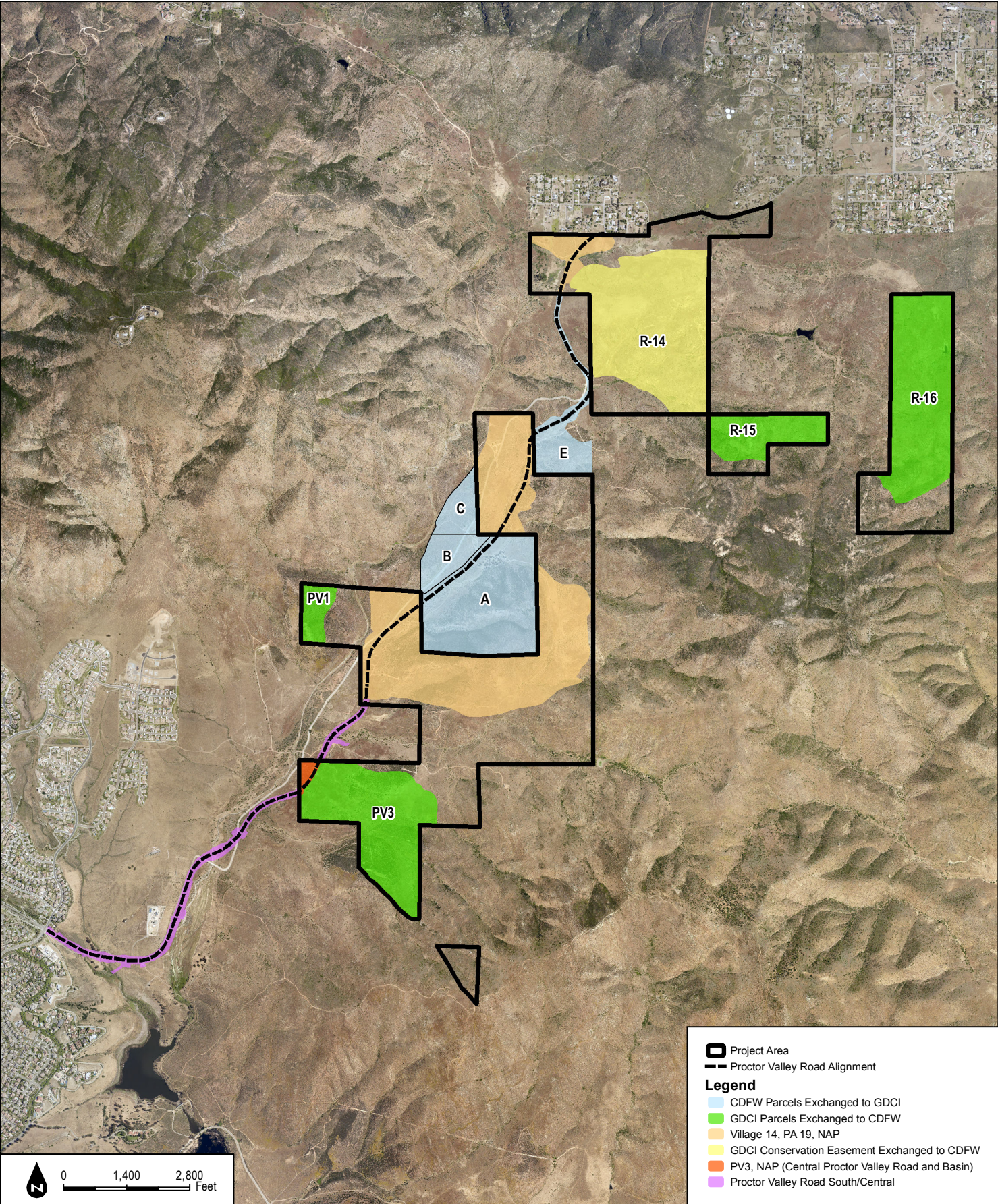


Exhibit “C”
Dispute Resolution Parcel Descriptions

The Dispute Resolution parcels are described below and include all or portions of the following Assessor Parcel Numbers (APN). See also the graphic depiction of these areas in **Exhibit “B”** and Table 1, **Exhibit “D,”** describing the parcels and acreages subject to the Agreement’s Land Exchange process. Acreages shown below to be revised pending completion of final legal descriptions.

Dispute Resolution Parcels Owned by CDFW: Village 14 Core Area and Proctor Valley Road Rights-of-Way.

Parcel A: Approximately 130.0 acres in APN 598-011-01 and APN 598-021-01

Parcel B: Approximately 25.9 acres in APN 598-011-01

Parcel C: Approximately 21.7 acres in APN 597-130-13

Parcel E: Approximately 29.5 acres in APN 597-140-06

Proctor Valley Road rights-of-way: Approximately 10.9 acres in APN 597-140-07

Dispute Resolution Parcels Owned by GDCI:

PV1: Approximately 18.9 acres in APN 598-010-02

PV3: Approximately 127.6 acres in APN 598-070-07

Planning Area 16, R14: Approximately 193.3 acres in APN 597-140-04 and 597-020-10

Planning Area 16, R15: Approximately 49.8 acres in APN 597-150-13 and 597-150-03

Planning Area 16, R16: Approximately 142.6 acres in APN 597-150-07, 597-150-08 and 597-150-12



PERMIT FEE

STEP 1 starting July 1, 2014:	Type 1: \$40.75	Type 2: \$154.25	Type 3: \$178.75
STEP 2 starting January 1, 2016:	Type 1: \$81.75	Type 2: \$308.25	Type 3: \$375.25
STEP 3 starting January 1, 2017:	Type 1: \$122.50	Type 2: \$462.50	Type 3: \$536.00

INSTRUCTIONS To apply for a Special Use Permit, fill in the information requested on this page. Sign and date where indicated below. Mail or deliver the completed form and the appropriate permit fee to the Lands Supervisor at the appropriate Regional Office at least 45 days prior to the date of the requested activity or event. Type 1 and Type 2 permit fees are refundable. Type 3 permit fees are refundable until ten calendar days prior to the special event (see Attachment A for details).

If you will be charging a fee for participation in the event or activity (in addition to the Department's entrance fee, where required), charging a fee for a service, selling items or fund-raising on-site, complete **Attachment C** (Supplement) and submit it with the application. Please note the Department will not approve a Special Use Permit for any activity or event that would be an unlawful use of state resources under Government Code Section 8314.

You will be contacted by Regional land management staff regarding approval or denial of the Special Use Permit, permit conditions, and scheduling a site visit if necessary. **Information about terms and conditions and potential additional costs are in Attachment A.** For questions about your application, contact the Regional Office and ask to be contacted by land management staff for the Department land you would like to use. For general questions about Special Use Permits, contact the Department's Lands Program at (916) 445-3418.

Payment Policy: Payment may be made by money order, cashier's check, personal or business check. Personal or business checks must be made payable to the CA Dept. of Fish and Wildlife and have the account holder's name and address imprinted on the check. Checks returned to the Department for insufficient funds or other failure to pay the amount due may cause the Department to deny the issuance of a Special Use Permit or will render an issued permit invalid. Checks returned for insufficient funds will incur a \$30.00 processing fee.

ITEM 1. ALL APPLICANTS: PLEASE COMPLETE ALL SECTIONS BELOW

FIRST NAME:	M.I.:	LAST NAME:	
ORGANIZATION NAME (IF APPLICABLE):		(AREA CODE) PHONE NUMBER(S):	FAX NUMBER:
ADDRESS:		CITY/STATE/ZIP CODE:	
E-MAIL ADDRESS:		DEPARTMENT LAND TO BE USED (ONE PROPERTY PER APPLICATION):	
REQUESTED DATE(S) OF USE (YOU MAY REQUEST MULTIPLE EVENTS ON ONE PROPERTY OVER A PERIOD OF 12 MONTHS OR LESS):			
NAME AND PHONE NUMBER FOR 2 ND CONTACT PERSON:		IS THIS EVENT(S) A HUNTING DOG TRIAL OR TEST? (Sec. 550(b)(14), Title 14, CCR) <input type="checkbox"/> YES <input type="checkbox"/> NO	
ESTIMATED NUMBER OF PEOPLE THAT WILL BE ON-SITE PER DAY:	TYPES AND ESTIMATED NUMBER OF VEHICLES (CARS & TRUCKS, RV'S, TRAILERS, BICYCLES, ETC.) THAT WILL BE ON-SITE PER DAY:		
ESTIMATED NUMBER AND TYPE(S) OF ANIMALS ON-SITE PER DAY (FOR EXAMPLE: 30 DOGS, 10 PHEASANTS). IF NONE, ENTER N/A.			

ITEM 2. COMPLETE FOR ALL ACTIVITIES AND EVENTS OTHER THAN HUNTING DOG TRIALS OR TESTS.

On a separate sheet of paper, describe the proposed event or activity in detail from set-up through tear-down and cleanup. Include the equipment and supplies that will be used. Attach the description to this application. The application is incomplete without the description. If an activity is not listed in the description, a Special Use Permit will not allow it.



ITEM 3. ALL APPLICANTS: SIGN AND DATE APPLICATION.

I certify under penalty of perjury under the laws and regulations of the State of California that all information on this application (including attachments) is true, complete and correct. I understand that it is unlawful to use or possess a Special Use Permit which was obtained by fraud or deceit (Fish and Game Code Section 1054). I understand that in the event the information in this application is found to be untrue, incomplete or incorrect, the Special Use Permit will be invalid, must be immediately surrendered to the Regional Manager or authorized representative, and future Special Use Permits may be denied.

APPLICANT/PERMITTEE SIGNATURE

PRINTED NAME AND TITLE (IF APPLICABLE)

DATE

For this Special Use Permit to be valid, it must include the entire form DFW 730 (New 01/14) completed by the applicant and Department staff, as indicated, and any attachment from the Department indicated below. The permittee or their representative must have the Special Use Permit in his or her possession on-site during the special use and show it, upon request, to any Department employee.

Privacy Notice

The California Information Practices Act of 1977 (Civil Code §1798.17) requires the California Department of Fish and Wildlife (Department) to provide the following information to individuals who are asked to supply information about themselves. The principal purpose for requesting the information on the attached Permit Application for Special Use of Department of Lands (DFW 730 (New 01/14)) and its attachments is to evaluate a proposed special use. The information is solicited in accordance with Sections 550, 550.5 and 703, Title 14, California Code of Regulations. It is mandatory for the applicant to provide all of the requested information to the Department. Failure to provide the information will delay and may result in denial of the application.

Information furnished on the attached form DFW 730 (New 01/14), and/or Attachments B or C, may be used by various Department offices and staff as required in the regular course of business, and may be disclosed to other State and federal governmental entities where required by law. You have the right to review personal information obtained about you in accordance with Department policy and may contact the office of record maintaining such information for more information concerning your rights. The materials on this form and its attachments are maintained by the Lands Supervisor at the Department Regional Office to which the applicant submitted the application.



ADDRESSES OF CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW) REGIONAL OFFICES

After determining the county where the proposed special use would occur, use the table below to find the corresponding CDFW Regional Office. Mail the completed application form, permit fee and any attachments or supplemental information to the attention of the LANDS SUPERVISOR at the Regional Office address listed below. If your Special Use Permit application is approved, use the same Regional Office address to submit the acceptance of terms and conditions (Attachment B) and payment of additional costs, if any.

CDFW Regional Office	Counties Served
NORTHERN REGION (1) 601 Locust Street Redding, CA 96001 (530) 225-2300	Del Norte, Humboldt, Lassen, Mendocino, Modoc, Shasta, Siskiyou, Tehama, Trinity
NORTH CENTRAL REGION (2) 1701 Nimbus Road Rancho Cordova, CA 95670 (916) 358-2900	Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lake, Nevada, Placer, Plumas, Sierra, Sutter, Yuba, and the portions of Sacramento, San Joaquin and Yolo Counties that are north of I-80 and/or east of I-5
BAY-DELTA REGION (3) 7329 Silverado Trail Napa, CA 94558 (707) 944-5500	Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Santa Cruz, San Francisco, Solano, Sonoma and the portions of Sacramento, San Joaquin and Yolo counties that are south of I-80 and/or west of I-5
CENTRAL REGION (4) 1234 East Shaw Avenue Fresno, CA 93710 (559) 243-4005	Fresno, Kern, Kings, Madera, Mariposa, Monterey, Merced, San Benito, San Luis Obispo, Stanislaus, Tulare, and Tuolumne
SOUTH COAST REGION (5) 3883 Ruffin Road San Diego, CA 92123 (858) 467-4201	Los Angeles, Orange, San Diego, Santa Barbara and Ventura
INLAND DESERTS REGION (6) 3602 Inland Empire Boulevard, Suite C-220 Ontario, CA 91764 (909) 484-0167	Imperial, Inyo, Mono, Riverside and San Bernardino



➤This page is for Department Completion Only<
SPECIAL USE OF DEPARTMENT LANDS PERMIT
(Requires Approval by Wildlife Area or Ecological Reserve Manager)

1. Region # _____ 2. Name of Property (one property application): _____

3. Permit Valid for Date(s): _____ 4. Unit(s) of Property to Be Used: _____

5. Select Permit Type: 1 ☐ 2 ☐ 3 ☐

(Type 1 & Type 3 are defined in **Attachment A**. Type 2 = Dog trial per Sec. 550(b)(14), Title 14, and includes hunting dog trials and tests.)

6. Map showing location of permitted activities attached? Yes ☐ No ☐

7. Are Attachments A and B (re: terms, conditions and costs) attached to the permit? Yes ☐ No ☐

8. Special conditions dated _____ are attached to this permit. (If none, enter N/A).

9. Comments: (attach extra page if needed) _____

10. Are there charges in addition to the permit fee? Yes ☐ No ☐

¹Additional Costs (if any):

Additional Costs Total: _____
Cleaning/Damage _____
Deposit (if any): _____
Total Due: _____

Classification	Hourly Rate	# of Staff	Hours	Cost
				\$ 0.00
				\$ 0.00
				\$ 0.00
Other Costs				
Subtotal				\$ 0.00
Overhead				
Total				\$ 0.00

¹ Attach explanation of any cost and/or deposit in addition to the permit fee.

For Regional Administration Only

1. Date Permit Fee Received _____

2. Permit # SUP____R____ - ____

Approved by: _____
Wildlife Area or Ecological Reserve Manager

Date: _____

Approved by: _____
Regional Manager or Designated Representative

Date: _____



Attachment A SPECIAL USE PERMITS-TERMS AND CONDITIONS

1) Issuance of Special Use Permits

Conducting a special use without a valid Special Use Permit is a violation of subsection 550(c)(2)(A), Title 14, California Code of Regulations (CCR) and is subject to enforcement action. A Special Use Permit may be issued to cover one event or multiple events, over a period of 12 months or less, on a single property. A separate application and fee are needed for each property. Special Use Permits are issued to a single individual or organization and are not transferable.

Criteria the Department uses to evaluate a Special Use Permit application are in Section 550.5(d), Title 14, CCR. The applicant will receive written notification from the Department's Regional land management staff regarding the approval or denial of the Special Use Permit, permit fee, additional costs (if any), and terms and conditions of the Special Use Permit. Permit denials will include a written explanation of the reason(s) for the denial.

PLEASE NOTE:

After you receive a Type 1 or Type 2 Special Use Permit (defined below), you must sign and return **Attachment B** and also pay any additional charge or deposit indicated by the Department on page 4 of the Special Use Permit in order for the permit to be valid. **Attachment B** with the applicant's signature and any indicated payment must be received by the "Lands Supervisor" at the appropriate Regional office at least five calendar days before the special use. Make and retain a copy of Attachment B to keep with the other pages of your Special Use Permit.

If you receive a draft Type 3 Special Use Permit, a finalized valid permit will not be issued until after you sign **Attachment B** and return the entire draft permit with payment of any additional charge or deposit that is indicated on the second page of the draft Special Use Permit. The applicant-signed draft permit and payment of any additional charges should be received by the "Lands Supervisor" at the appropriate Regional Office at least 10 calendar days before your special use.

2) Types of Special Use Permits

Type 1 Special Use - Type 1 special uses involve 30 or fewer visitors on-site, and ten or fewer (0 – 10) animals (such as dogs or horses) or bicycles (or other pedaled vehicles) in total, and does not involve the use of animals, bicycles, vehicles, or large equipment outside of designated parking areas, roads, trails, or areas authorized for visitor use, or use of the site for more than one full day during regular operating hours for the subject property. "Visitor" is defined in Section 550(b)(5), Title 14, CCR.

Type 2 Special Use – Type 2 special uses are hunting dog trials and tests. "Dog Trial" for the purposes of Department land, is defined as an organized competitive or scored event for testing hunting dog performance. (Section 550(b)(14), Title 14, CCR).

Type 3 Special Use - Type 3 special uses involve any one of the following (with the exception of Dog Trials): over 30 visitors on-site, over ten animals (such as dogs or horses) or bicycles (or other pedaled vehicles) in total; use of animals, bicycles, vehicles, or large equipment outside of designated parking areas, roads, trails, or areas authorized for visitor use; or use of the site for more than one day during regular operating hours for the subject property.

3) Fees and Costs for Special Use Permits

A permit fee is charged in order for the Department to recover normal costs associated with evaluating and issuing Special Use Permits. If the Department intends to approve your Special Use Permit, you will receive written notification if there are additional costs to the Department associated with your Special Use that would need to be recovered as a condition of issuing your permit. If a special use is cancelled, Type 1 and Type 2 permit fees are refundable. Type 3 permit fees are refundable until ten calendar days prior to the scheduled start of the special use, after which the permit fee will be forfeited if the permittee cancels the special use. Cancellations prior to ten days before a Type 3 special use must be provided to the Area Manager in writing.

PERMIT FEE

STEP 1 starting July 1, 2014:	Type 1: \$40.75	Type 2: \$154.25	Type 3: \$178.75
STEP 2 starting January 1, 2016:	Type 1: \$81.75	Type 2: \$308.25	Type 3: \$375.25
STEP 3 starting January 1, 2017:	Type 1: \$122.50	Type 2: \$462.50	Type 3: \$536.00



Additional Costs: If the Regional Manager or their designated representative determines that Department staff will need to conduct work outside of normal duties to prepare for the special use, monitor or assist with the special use, and/or return the site to its previous condition following the special use, payment to the Department to cover the additional anticipated cost may be required before the Department will issue the Special Use Permit. The additional cost will be based on the estimated number of hours to be worked, the job classification(s) of Department personnel required to conduct the work, other costs to be incurred by the Department (e.g., extra mileage, supplies) and overhead based on the Department's official rate.

Cleaning or Damage Deposit: Depending on circumstances and the anticipated need for cleaning or damage repair associated with a special use, the Department may charge the applicant a cleaning or damage deposit in an amount determined by the Regional Manager or their designated representative. Costs to return the site to its previous condition will be deducted from this deposit. The Regional Manager or their designated representative will determine how much, if any, of the deposit is refunded.

Revenue Generating Uses: The Department will not approve a Special Use Permit for any activity or event that would be an unlawful use of state resources under Government Code Section 8314. Unless an event is sponsored or co-sponsored by the Department, the Regional Manager or their designated representative may charge a guaranteed minimum fee or percentage of the gross revenue as a condition of issuing a Special Use Permit that authorizes revenue generating activities on Department lands. The criteria utilized to determine the fee or percentage are in Section 550.5(d)(3)(A), Title 14, CCR.

4) Terms and Conditions for Special Use Permits

Special Conditions: To protect human health and safety, natural or cultural resources, or Department facilities, the Regional Manager or their designated representative may impose **special conditions** in addition to the standard terms and conditions included in this application (Section 550.5(d)(5)(A), Title 14, CCR). All terms and conditions for a Special Use Permit, including any special conditions, will be provided to the applicant with written notification of approval or pending approval from the Department.

Standard Terms and Conditions: Standard terms and conditions for Special Use Permits are listed below.

1. A Special Use Permit is valid only for the date or dates and time or times specified on the permit.
2. Special Use Permits are not transferable.
3. In accordance with subsection 550.5(d)(8), Title 14, CCR, the permittee or representative must have the Special Use Permit in his or her possession and on-site during the special use and present it to any Department representative upon request.
4. Only the special use activities directly authorized in the Special Use Permit are permitted. All activities in connection with this Special Use Permit must be carried out in compliance with all applicable laws and regulations.
5. The permittee, employees, agents, representatives, contractors and participants in the special use will be responsible for knowing and complying with all general rules and regulations for use of Department lands in Sections 550 and 550.5, Title 14, CCR as well as any site-specific regulations for the subject property in Section 551 (for a Wildlife Area) or Section 630 (for an Ecological Reserve).
6. No structures may be constructed on or transported onto the property, and no modification, decoration, or alteration of Department facilities, grounds, trees or shrubs shall occur unless specifically described in writing, submitted with the Special Use Permit application and authorized in the Special Use Permit.
7. Permittee will control all traffic, vehicles and equipment associated with the special use as directed by the Regional Manager or designated representative.
8. Permittee will restore the area to its prior condition to the satisfaction of the Regional Manager or designated representative.
9. Per California Government Code Section 14998, *et seq.*, if the special use includes filming or still photography for other than personal use or news media, the permittee must possess a valid permit from the California Film Commission prior to conducting filming or photography.



10. Film or photographs for other than personal use must credit the subject property and the California Department of Fish and Wildlife.

11. The Department may require, at the discretion of the Regional Manager or designated representative, any of the following additional conditions (a – f):

- a. Fire control measures and additional firefighting equipment to be furnished by the permittee at no cost to the Department.
- b. First-aid or other medical or paramedic services to be supplied by the permittee, including but not limited to ambulance service, doctors or nurses, at no cost to the Department.
- c. Additional law enforcement or traffic control personnel at the expense of the permittee.
- d. Parking arrangements required for the permittee's operating personnel.
- e. Provision of sanitary facilities, at the expense of the permittee, above and beyond any sanitary facilities that may be furnished by the Department.
- f. Provision of garbage cans for the special use activities and removal of garbage to be provided by the permittee at the permittee's expense.

12. The Regional Manager or their designated representative may terminate any special use activity when the Department deems termination is necessary for human health and safety or protection of natural or cultural resources or Department facilities and may revoke a Special Use Permit for violation of any Department rules or regulations, or conditions of the Special Use Permit. In addition, any Special Use Permit may be cancelled without notice in the event of a disaster or unforeseen emergency.

13. Permittee shall be responsible for any damage to Department land or property, and property of third parties, in connection with the activity or event for which the Special Use Permit is issued. It is an express condition of the Special Use Permit that the State of California, the Department, and its officers, agents, employees and representatives, shall be free from all liabilities and claims by reason of any death of or injury or injuries to any person(s) or damage to property of any kind whatsoever, from any cause or causes whatsoever, arising out of any use of Department land or property under the custody or control of permittee, its agents, employees, representatives, contractors, invitees or guests, or any event or activity carried on in connection with this Special Use Permit. Permittee hereby covenants and agrees to indemnify and save harmless the State of California, the Department, and its officers, agents, employees, representatives, invitees and guests of and from any and all claims, liabilities, losses, obligations, charges, expenses (including attorney's fees), damages and costs on account of, or arising out of, any such deaths, injuries, liabilities, claims, suits, or losses however occurring, or damage growing out of same, other than those caused solely by the willful or actively negligent acts of the Department.

14. For events or activities having greater potential hazard or liability to the State than is incurred through typical daily activities on the subject property, the permittee will be required by the Regional Manager or their designee to obtain, and provide a certificate of insurance with required endorsements as proof of liability insurance coverage. The policy will cover the period of the Special Use Permit and will be for no less than a Combined Single Limit (CSL) of \$1,000,000 per occurrence. The Special Use Permit will be revoked prior to the event or activity if proof of insurance is required as a condition of issuing the Special Use Permit and it is not provided.

Insurance policies shall be underwritten to the satisfaction of the State and shall contain the following special endorsements:

The State of California, Department of Fish and Wildlife, its officers, employees, and servants are included as additional insureds but only insofar as operations under this permit are concerned;

The insurer will not cancel or reduce the insured's coverage during the period that this Special Use Permit is in effect or without 30 days prior written notice, whichever is shorter, to the Department.

This cancellation provision shall not be construed in derogation of the duty of the permittee to furnish insurance during the entire term of the Special Use Permit.



15. The interest of permittee, if any, created by this Special Use Permit may be subject to property taxation. Permittee agrees to pay any possessory interest tax or any other tax levied on such interest and to indemnify the Department from any damage or loss arising by reason of such tax or Revenue and Taxation Code Section 107.6.

16. No amendment or variation of the terms of this Special Use Permit shall be valid unless in writing and signed by the Department. No oral understanding or agreement not incorporated in this Special Use Permit shall be binding on the Department.

17. Permittee and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation, race, color, ancestry, religion (includes religious dress and grooming practices), national origin (includes language use restrictions), disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, and gender expression, medical condition (genetic characteristics, cancer or a record or history of cancer), age (40 and above), marital status, and use of family care leave. Permittee and its contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Permittee, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a – f), et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285, et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code Section 12990 (a – f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Special Use Permit by reference and made a part hereof as if set forth in full. Permittee, its contractors and subcontractors shall give written notice of their obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement. Further, permittee shall post in conspicuous places available to employees and applicants for employment, all mandated notices/posters available through the California Department of Fair Employment and Housing. (Government Code Sections 12920-12994). Permittee shall include the nondiscrimination and compliance provisions of this paragraph in all contracts and subcontracts to perform work under this Special Use Permit.

REMEDIES FOR WILLFUL VIOLATIONS:

The Department may determine a willful violation of the Fair Employment Practices Act to have occurred upon the receipt of a final judgment having that effect from a court in an action to which permittee was a party, or upon receipt of a written notice from the Fair Employment Practices Council that it has investigated and determined that permittee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code. In case of a willful violation of the Fair Employment Practices Act, the Department shall have the right to terminate this Permit and any loss or damage sustained by the Department by reason thereof shall be borne and paid for by permittee.

18. Permittee agrees that the Department, the California Department of General Services, the Bureau of State Audits, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the special use that is the subject of this Special Use Permit. Permittee agrees to maintain such records for possible audit for a minimum of three years after the last date that this Special Use Permit is in effect, unless a longer period of records retention is stipulated. Permittee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any officers, employees or representatives who might reasonably have information related to such records. Further, permittee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to this Special Use Permit or any special use it authorizes.



Attachment B
APPLICANT ACCEPTANCE OF TERMS, CONDITIONS AND COSTS

If the Department intends to approve a Special Use Permit, Department staff will complete the blank information fields near the bottom of this page and return it to you for signature. They will also attach any special conditions and/or additional charges or deposits required for your special use beyond those in Attachment A. Do not sign Attachment B until you learn whether any additional conditions and/or costs are required for your special use. This attachment should be left blank when you initially submit this application to the Department.

For a Type 1 or Type 2 Permit (Type 2 is a dog trial as defined in Section 550(b)(14), Title 14, CCR): This form will be attached to a signed Special Use Permit that will include the permit Terms and Conditions and notification of additional costs, if any. **The Special Use Permit will not be valid unless you sign Attachment B and return the signed original with payment of any additional costs at least five calendar days prior to the start of your event or activity.** Send these items to the Lands Supervisor at the appropriate Regional Office. Make and retain a copy of the signed Attachment B to keep with your permit. A valid Special Use Permit includes the completed application, including the section signed by the Wildlife Area or Ecological Reserve Manager and any attachments indicated on the permit.

For a Type 3 Permit: This form will be attached to a draft Special Use Permit (not valid). The draft special use permit will notify you if there are any special conditions for your special use in addition to the terms and conditions in Attachment A and/or if there are costs in addition to the permit fee. In order to receive a valid Special Use Permit signed by the Department, sign below after reading the terms, conditions and costs, and then return this form with the draft Special Use Permit and any payment due to the Lands Supervisor at the appropriate Regional Office **at least ten calendar days before the start of your event or activity.** If there are any charges beyond the permit fee, an itemized explanation will be attached to the draft Special Use Permit. After the Special Use Permit is signed by the Wildlife Area or Ecological Reserve Manager and the Regional Manager (or designated representative), it will be returned to you as your valid permit. A valid Special Use Permit includes the completed application, including the section signed by the managers mentioned above, and any attachments indicated on the permit.

Payment Policy: Payment may be made by money order, cashier's check, personal or business check. Personal or business checks must be made payable to the CA Dept. of Fish and Wildlife and have the account holder's name and address imprinted on the check. Checks returned to the Department for insufficient funds will render the Special Use Permit invalid and a \$30.00 processing fee will be incurred. The Department may also deny the issuance of a Special Use Permit or revoke an issued permit, if the permittee has failed to reimburse the Department for the amount due.

I have read and accept the attached Terms and Conditions for the Special Use Permit issued to

[Name] _____ for [Activity or Event] _____ at:

_____ on _____
Name of Subject Property on Permit Application Date(s) that Permit is Valid
(Entered by CDFW staff) (Entered by CDFW staff)

I understand that the Regional Manager or authorized representative may terminate without prior notice any special use activity or event when it is necessary to protect human health and safety, natural or cultural resources or Department facilities. The Regional Manager or designated representative may revoke this Special Use Permit for violation of any rules or regulations of the California Fish and Game Commission or the terms and conditions of this Special Use Permit. I also understand that any Special Use Permit may be cancelled without notice in the event of disaster or unforeseen emergency.

Applicant/Permittee Name and
Signature

Printed Name

Date

Please read the first paragraph of this page before signing.



**Attachment C
SUPPLEMENT**

INSTRUCTIONS: If you will be charging a fee for participation in the event or activity (beyond the Department's entrance fee, where required), charging a fee for a service provided on-site, or selling items or fund-raising on-site, complete and attach this form to your Special Use Permit application. If additional space is required, continue on a separate sheet of paper and attach. If a question does not apply to your use, enter N/A.

1. Is the applicant a non-profit, tax-exempt organization qualified under Internal Revenue Code Section 501(c)?
Yes ☐ No ☐
2. Is this a "campaign activity" as defined in Government Code Section 8314? Yes ☐ No ☐
3. List all fees and charges to participants/ attendees:
 - For Department lands where visitors must pay an entry permit or day fee, list any fees or charges that would be in addition to the Department's fee.
 - If any fees charged to participants/attendees are intended to recover the permittee's cost for the Special Use Permit, indicate in this section by identifying the portion of the participant or attendance fees intended to recover that cost.
4. List of items or services to be sold during the special use.
5. Estimated gross receipts and net proceeds to the permittee.
6. Identify additional individuals, businesses or organizations that will receive revenue from entrance fees or from providing goods or services. If the specific individuals, businesses or organizations are unknown at this time, at a minimum identify the types of entities that are likely to receive revenue from this event or activity.
7. Method(s) of advertising and promoting the event. Attach sample copy of brochures, flyers, posters, etc. The Department reserves the right to review and approve all promotional materials to protect the interests of the Department.
8. Detailed description of displays and concession booths to be installed, if any.
9. List of all organizations involved, whether sponsors, recipients or promotional firms. Commercial sponsors must be specifically listed.

EXHIBIT D**Table 1****Dispute Resolution Agreement Land Exchange ^{(1) (2)}**

GDCI Parcels (Acres)		CDFW Parcels (Acres)		Difference
Village 14		Village 14		
PV1 - exchange to CDFW	18.9	Parcel A - exchange to GDCI	130.0	
PV3 ⁽³⁾ - exchange to CDFW	127.6	Parcel B - exchange to GDCI	25.9	
Planning Area 16		Parcel C - exchange to GDCI	21.7	
R-14 (exchange Conservation Easement to CDFW)	193.3	Parcel E - exchange to GDCI	29.5	
R-15 - exchange to CDFW	49.8	Total Village 14 Core Acreage	207.1	
R-16 - exchange to CDFW	142.6	Proctor Valley Rd. North - exchange to GDCI	10.9	
Total	532.2	Total	218.0	314.2

Footnotes:

(1) Refer to Exhibit B of the Dispute Resolution Agreement for graphic depiction.

(2) Acreage to be revised pending final legal description and acreage.

(3) PV3 excludes basin and Proctor Valley Rd.

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EXHIBIT "D-1"

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
State of California)
Wildlife Conservation Board)
1807 13th Street, Suite 103)
Sacramento, CA 95811)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of _____, 20____, by [*insert full legal name(s) of Grantor(s)*] ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Wildlife, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately [*insert number*] acres of land, located in the [*insert name of City if within City limits: City of _____*], County of [*insert County*], State of California, designated Assessor's Parcel Number(s) [*insert APN(s)*] ("Property"). The Property is legally described and depicted in Exhibit A attached to this Conservation Easement and incorporated in it by this reference.

B. The Property is in an unimproved [**OR a predominately unimproved**] natural condition and possesses wildlife and habitat values of great importance to Grantee and the people of the State of California. The Property provides high quality habitat for [*list plant and/or animal species*] and contains [*list habitats*]. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Property.

C. The California Department of Fish and Wildlife ("CDFW") has jurisdiction, pursuant to Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code section 815.3, Fish and Game Code section 1348, and other provisions of California law.

D. [**Note: Include this Recital only if Conservation Easement is for mitigation purposes.**] This Conservation Easement provides mitigation for certain impacts of [*describe*

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project] located in the [insert name of City if within City limits: City of _____],
County of _____, State of California, pursuant to [choose and complete
applicable statement: California Endangered Species Act Incidental Take Permit No. _____,
issued to [insert full name(s) of permittee(s)], dated _____ **OR** the
Agreement Regarding Proposed Stream or Lake Alteration (Notification No. _____)
executed by [insert full name(s) of applicant(s)] and CDFW, dated _____ **OR** the
[insert title of document prepared pursuant to CEQA] certified by the _____ for
[insert name of project as identified in CEQA document] (SCH No. _____), dated
_____, and the Mitigation Plan created thereunder.]

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. **Purposes.** The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural, restored, or enhanced condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

2. **Grantee's Rights.** To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;
- (d) To require that all mineral, air and water rights as Grantee deems necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement; and
- (e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and

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extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Property or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Agricultural activity of any kind, [**add if appropriate**: except grazing for vegetation management if done in accordance with a CDFW-approved grazing or management plan for the Property];

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, [**add if appropriate**: except such activities as are consistent with the purposes of this Conservation Easement and carried out in accordance with a CDFW-approved management plan for the Property];

(e) Commercial, industrial, institutional, or residential structures or uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

(g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign, or any other structure or improvement of any kind;

(h) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction, or dispersion of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Property, including building roads or trails, or paving or otherwise covering any portion of the Property;

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except as required by law and in conformance with a CDFW-approved

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management plan for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease;

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

(n) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (4) any water from wells that are in existence or may be constructed in the future on the Property; and

(o) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the activity or use in question.

(p) ***[Insert additional prohibitions as appropriate for the particular Property and its Conservation Values.]***

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

6. Grantee's Remedies.

(a) If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Notice shall be provided in accordance with Section 20 of this Conservation Easement.

(b) If Grantor fails to cure the violation within fifteen (15) days after receipt of the Notice of Violation from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary,

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by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

7. Costs of Enforcement. Grantor shall bear all costs incurred by Grantee, where Grantee is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

8. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or

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any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

10. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. [***If Conservation Easement is for mitigation purposes, add:*** These enforcement rights are in addition to, and do not limit, the rights of enforcement under *[insert title of permit/agreement described in Recital D, above]*.]

11. [***Optional***] Fence Installation and Maintenance. Grantor shall install and maintain a fence reasonably satisfactory to Grantee around the Property to protect the Conservation Values of the Property. [***Note: If this provision is not used, insert "Intentionally omitted" in place of section title and delete the rest.***]

12. Access. This Conservation Easement does not convey a general right of access to the public.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Property free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 22(j)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

15. Hold Harmless. Grantor shall hold harmless, protect, and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due

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solely to the negligence of Grantee; (2) the obligations specified in Sections 4, 13, and 14 **[verify the Section numbers listed here refer to "Grantor's Duties," "Costs and Liabilities," and "Taxes; No Liens" sections]**, and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the California Attorney General in defending the action or proceeding.

16. **Extinguishment.** If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

17. **Condemnation.** This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided in Fish and Game Code section 1348.3. **[If Conservation Easement is for mitigation purposes, add:** If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).]

18. **Transfer of Easement.** This Conservation Easement may be assigned or transferred by Grantee only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3 **[if Conservation Easement is for mitigation purposes, add:** and Government Code section 65967] (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

19. **Transfer of Property.** Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

20. **Notices.** Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: [Name]
[Address]
[City, State Zip]

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[Attn:]

To Grantee: Department of Fish and Wildlife
[Name of Region]
[Region's address]
[Region's City, State Zip]
Attn: Regional Manager

Copy to: Department of Fish and Wildlife
Office of the General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Attn: General Counsel

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

21. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of the county in which the Property is located.

22. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This instrument [**Add if applicable:** and the [permit/agreement/CEQA document] described in Recital D together] set[s] forth the entire agreement of the parties with respect to the Conservation Easement and supersede[s] all prior discussions, negotiations, understandings, or agreements of the parties relating to the

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Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 21 [**verify this Section number refers to “Amendment” section**].

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. [**If Conservation Easement is for mitigation purposes and was transferred pursuant to a permit condition, add:** Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.]

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 15 [**verify that Section number refers to “Hold Harmless” section**] of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Indemnified Parties (as defined in Section 15 [**same instruction as above**]) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed, or released by Grantee. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for

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all charges incurred for services of the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(A) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq.*; hereinafter, “CERCLA”); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term “Hazardous Materials” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter “RCRA”); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq.*; hereinafter “HTA”); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq.*; hereinafter “HCL”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq.*; hereinafter “HSA”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term “Environmental Laws” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants to Grantee that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee.

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(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19 [**verify that Section number refers to "Transfer of Property" section**]. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

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(m) Exhibits. The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A – Legal Description and Map of Property

IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:

[Insert full legal name of Grantor]

BY: _____

NAME: _____

TITLE: _____

DATE: _____

[NOTE: ATTACH EXHIBIT(S) AND FORM OF NOTARY ACKNOWLEDGMENT]

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by _____, dated _____, to the State of California, Grantee, acting by and through its California Department of Fish and Wildlife ("CDFW"), a governmental agency (under Government Code section 27281), is hereby accepted by the undersigned officer on behalf of CDFW, pursuant to the California Fish and Game Code.

GRANTEE:

STATE OF CALIFORNIA, by and through its
DEPARTMENT OF FISH AND WILDLIFE

By: _____

Title: _____

Authorized Representative

Date: _____

EXHIBIT “E”

WCB Schedule

June 5, 2019	GDCI provides GIS maps and Assessor Parcel Numbers for all lands subject to exchange
June 12	GDCI hires surveyor to survey and develop property description for all lands to be exchanged
June 26	GDCI requests preliminary title reports for all lands subject to exchange GDCI begins contracting for appraisal in coordination with WCB GDCI contracts for Phase 1 environmental assessments GDCI opens escrow GDCI contracts for mineral rights assessment report for GDCI-owned properties
Aug 1	Survey complete
Aug 15	Mineral assessment report complete
Sept 1	Phase 1 environmental assessments complete GDCI seeks pro forma title insurance policy for GDCI-owned properties
Oct 1	Appraisal complete WCB and GDCI finalize a draft exchange agreement
Oct 15	WCB begins review of appraisal GDCI provides CDFW all necessary land due diligence documents required to complete the Land Conversion Evaluation
Dec 1	CDFW submits land conversion evaluation to WCB WCB begins land conversion evaluation review WCB submits appraisal for Department of General Services review
Jan 1, 2020	CDFW or WCB provides supporting documentation and written request to FWS for review of the proposed disposal/land exchange FWS begins section 6 review and initiates drafting of NEPA document for FWS actions GDCI provides Phase 1 environmental assessment updates
Feb 1	Department of General Services appraisal review complete WCB submits appraisal to FWS-WSFR for review and approval

Mar 1	FWS publishes in Federal Register a Notice of Availability for NEPA/HCP amendment for 30-day public review
Apr 1	FWS completes section 6 review WCB completes land conversion evaluation review WCB provides notification to adjacent landowners WCB finalizes agenda packet for WCB Board
May 31	WCB Board asked to approve land exchange

Exhibit "F"

Schedule – MSCP Subarea Plan amendment Schedule

Milestone	Responsibility	Timeline	Cumulative
I. Prepare Draft Subarea Plan amendment <ul style="list-style-type: none"> Amend Subarea Plan maps to extend take authorization for Covered Species to PV2 and that portion of PV3 identified as water basin and Proctor Valley Road right-of-way on Exhibit "B". Amend Subarea Plan maps to designate PV1, PV3 (excluding that portion identified as water basin and Proctor Valley Road right-of-way on Exhibit "B"), R14, R15, and R16 as hardline preserve. 	County/Applicant	2 Months	August 26, 2019
II. County Submits Draft Subarea Plan amendment to Wildlife Agencies <ul style="list-style-type: none"> Address presence or potential presence of MSCP Covered Species in narrative and table summary. 	County	Subarea Plan amendment to be submitted on same date CDFW submits land conversion evaluation per Ex. E.	Dec 1, 2019
III. County Board of Supervisors to Approve MSCP Subarea Plan amendment.	County	It is anticipated that approval of Subarea Plan amendment will be scheduled concurrent with project approval revisions per Ex. G, Step XI.	TBD
IV. Wildlife Agencies Evaluate and Approve or Deny MSCP Subarea Plan amendment.	USFWS CDFW		May 1, 2020, or 35 days after County approval, whichever comes later

Exhibit “G”

Schedule – Revised Tentative Map (TM)

Milestone	Responsibility	Timeline	Cumulative
I. Prepare Revised TM & Grading Plan <ul style="list-style-type: none"> • Lotting Design Study • Prepare Submittal TM • Takeoffs and stats 	Hunsaker Engineering	Start June 26 6 weeks	August 7
II. Prepare Revised TM Tech Reports <ul style="list-style-type: none"> • As needed 	Consultants	4 weeks	September 4
III. Prepare Revised Planning Documents & PDS 366 <ul style="list-style-type: none"> • Applications prepared • CDFW provides signed Letter of Authorization 	Consultants CDFW	Start July 8 4-8 weeks 1 week prior to submittal	Concurrent September 2
IV. Submit Applications PDF Form 491	Applicant	Concurrent w/ above + 3 days	September 9
V. County Review of Application	County	2 weeks	September 23
VI. Revised TM & Planning Documents <ul style="list-style-type: none"> • Plancheck • Processing 	County & Consultants	Start Sept 9 11 weeks 6 weeks	November 25 Jan 6, 2020
VII. Prepare, Submit & Process Environmental Documents	County & Dudek	Start Sept 23 13 weeks	Dec 23, 2020
VIII. PC & BOS	County	14 weeks	March 2020
Total Timeframe		9 months	

