

**SETTLEMENT AGREEMENT  
REGARDING GUENOC VALLEY MIXED-USE PLANNED DEVELOPMENT  
PROJECT**

This Settlement Agreement (“**Agreement**”) is entered into as of the date executed by the last signatory (“**Effective Date**”) by and among Center for Biological Diversity (“**CBD**”) and California Native Plant Society (“**CNPS**”) (collectively “**Environmental Parties**”); and Lotusland Investment Holdings, Inc., Bohn Valley 1, LLC, Bohn Valley 2, LLC, Butts Creek, LLC, and Guenoc Valley, LLC (collectively, “**Developer**”), each a “**Party**” and collectively the “**Parties**.”<sup>1</sup>

**RECITALS**

A. In July 2020, the County of Lake (“**County**”) certified an environmental impact report (“**Final EIR**”) and approved certain entitlements (“**Project Approvals**”) for the Guenoc Valley Mixed-Use Planned Development Project (“**Project**”) sought by Developer on approximately 16,000 acres of land located in southeast unincorporated area of the County as more particularly described in Exhibit 1, attached (“**Property**”).

B. In August of 2020, Environmental Parties filed a lawsuit challenging the Project Approvals and the Final EIR alleging violations of the California Environmental Quality Act (“**CEQA**”), *Center for Biological Diversity, et al. v. County of Lake, et al.*, Lake County Superior Court Case No. CV421152 (consolidated with Case No. CV421193) (the “**Lawsuit**”). The People of the State of California, ex rel. Rob Bonta, Attorney General of California (“**People**”) intervened in the Lawsuit to challenge the County’s Project Approvals and certification of the Final EIR.

C. On January 4, 2022, the Lake County Superior Court (“**Superior Court**”) found that the Final EIR deficient for failing to provide substantial evidence to support the conclusion that the Project would not significantly impact evacuation routes and issued a judgment ordering the issuance of a peremptory writ of mandate directing the County to set aside the Project Approvals and the Final EIR.

D. On or about July 5, 2022 Environmental Parties and the People filed notices of appeal challenging the Superior Court’s Ruling.

E. On or about November 21, 2022, Developer and the People executed a settlement agreement (“**AG Settlement**”). The AG Settlement requires County and Developer to include measures to reduce wildfire ignition risk, the number of dead-end roads; improved hardscape; and retention of a wildfire expert. It also requires measures to address greenhouse gas impacts, such as the installation of solar panels and electric vehicle charging equipment at all residential and commercial buildings and the annual purchase of greenhouse gas offset credits. In exchange

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<sup>1</sup> As used in this a “Party” includes the officers, governing boards, board members, agents, and employees of that Party. “Party” does not include the members of any membership organization that is a Party who are not also officers, members of the governing board, agents, or employees of the Party.

for the additional mitigation and project modifications, the People submitted its request to dismiss the appeal on or about January 11, 2023.

F. On October 23, 2024, the First District Court of Appeal (“**Court**”) issued its opinion on the appeals filed by Environmental Parties. The Court found that the Final EIR failed to reasonably describe the additional wildfire risk factors that the Project would introduce to the area as compared to existing conditions and directed the Superior Court to issue a judgment ordering the issuance of a peremptory writ of mandate directing the County to set aside the Project Approvals and the Final EIR pursuant to Court’s opinion.

G. Developer and County made various modifications to the Project and performed supplemental environmental analysis to comply with the AG Settlement and the Court’s opinion (“**Revised Project**”).

H. March 18, 2025, the County issued a Notice of Availability of a Draft Partially Revised Environmental Impact Report (“**Partially Revised EIR**”) that assessed the Revised Project.

I. The Parties have now identified mutually agreeable terms to resolve and settle the claims in the Lawsuit, which terms include enhanced mitigation for the Revised Project’s biological resources impacts and greenhouse gas (“**GHG**”) impacts, all as more particularly provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **AGREEMENT**

1. **Required Project Modifications**. Developer shall incorporate the following modifications and requirements into the Revised Project.

1.1. **Conservation Easement**.

(a) Developer shall promptly place the habitat connectivity area depicted in Exhibit 2 (“**Conservation Easement Area**”), comprising an estimated 3,717 acres, into a conservation easement, in substantially the form of Exhibit 6 (“**Conservation Easement**”), to be held by a third-party nonprofit entity qualified in California to hold conservation easements under Cal. Civil Code section 815.3 (such as, but not necessarily, the Land Trust of Napa County) (“**Conservation Entity**”) for conservation purposes. Developer and the Environmental Parties, each acting in good faith, shall work with the Conservation Entity to draft a Conservation Easement that substantially conforms to Exhibit 6, but shall accept modifications to the form reasonably requested by Conservation Entity, provided that the modifications do not substantially alter the permitted uses. Because the Conservation Easement Area consists of two non-contiguous areas of land, Developer shall place a separate Conservation Easement on each of the non-contiguous areas if requested by the Conservation Entity, each of which shall be in substantially the form of Exhibit 6, except that the Conservation Easement for the smaller area of land may be modified to remove or modify provisions that are not applicable



to that area if such changes are requested or approved by the Conservation Entity. The location of the Conservation Easement Area has been selected by the Parties due to its important conservation, environmental, and scenic attributes, as detailed in the description of the “**Conservation Values**” to be set forth in the final Conservation Easement. Developer shall work in good faith with Environmental Parties and the proposed Conservation Entity, at Developer’s expense, to obtain an accurate, recordable legal description of the Conservation Easement Area, and to accurately determine its area. If the true area of the Conservation Easement Area is determined to be less than 3,650 acres, Developer and Environmental Parties shall agree on additional lands to be added to the Conservation Easement Area to increase its total area to no less than 3,650 acres. Developer shall record (or shall permit Conservation Entity or Environmental parties to record) the Conservation Easement in the official records of Lake County.

(b) Developer shall not pull any grading or building permit for the Revised Project within the Property, or take any action that may cause significant adverse physical changes to the Property (including, without limitation, performing any ground- or vegetation-disturbing activities (i.e., site preparation or grading, but excluding limited fire mitigation and maintenance activities as required by the Partially Revised EIR and consistent with best practices to minimize impacts to habitat)) until a Conservation Easement meeting the requirements of Section 1.1(a) has been recorded, unless required by law or emergency; provided that notwithstanding the foregoing, Developer may pull permits for and commence construction of the emergency response center and fire station and up to 10 model homes (and related infrastructure but only to the extent necessary for the construction and operation of those facilities) in accordance with the approvals for the Revised Project. In the event unforeseen circumstances arise preventing the recordation of the Conservation Easement, the parties shall work in good faith and promptly towards resolution, which may include recordation of a deed restriction substantially in the same form the Conservation Easement.

(c) Upon recordation of the Conservation Easement, Developer shall contribute \$300,000 to the Conservation Entity as an endowment for purposes of stewardship, maintenance, monitoring and enforcement of the Conservation Easement.

(d) Developer shall pay two million dollars (\$2,000,000) in four installments of five hundred thousand dollars (\$500,000) to the Wildlands Conservancy or another similar fiscal sponsor designated by Environmental Parties for the purchase, restoration or preservation of offsite conservation areas and related administrative costs. Developer shall pay the first installment within 120 days following the County’s issuance of the Project Approvals. If any Project Approvals are challenged, the payments due under this Subsection (c) shall be tolled until all such challenges are resolved in a manner that permits Developer to develop the Revised Project, except that the tolling shall cease if Developer proceeds with grading, vegetation removal or other development activities while the challenge is pending. Developer shall pay each subsequent installment in one-year intervals following the date of the first installment. Any reasonable costs incurred by Developer to draft and place the Conservation Easement on the Conservation Easement Area shall be credited against this obligation, including, but not limited to, survey and recording costs, but excluding any Developer staff time or attorneys’ fees or costs.

1.2. Aquatic Habitat Preservation. Developer shall expand upon Mitigation Measure 3.4-17 identified in the Partially Revised EIR as follows:

(a) Developer shall increase the minimum setback distance from aquatic resources to 300 feet from certain perennial streams, 100 feet from remaining perennial streams, and 50 feet from wetlands (excluding Areas of Potential Effect (APE) and Place of Use (POU)), as specified in the Setback Map included as Exhibit 3; Developer shall request that the County incorporate these setbacks into Mitigation Measure 3.4-17 as part of the final approval of the Revised Project; however, Developer shall comply with the setbacks whether or not the County incorporates them into the Mitigation Measure.

1.3. Sensitive Habitat and Species Preservation.

(a) Developer shall comply with applicable success criteria outlined in the Special-Status Plant Mitigation and Monitoring Plan (“**MMP**”) when performing restoration, creation, or enhancement work pursuant to Mitigation Measure 3.4-15 in the Partially Revised EIR. The MMP is included as Exhibit 4

(b) Developer shall comply with the success criteria outlined in the MMP as applicable when performing transplanting or compensatory planting of special-status plants pursuant to Mitigation Measure 3.4-3 in the Partially Revised EIR.

(c) In all applicable pre-construction surveys for the Revised Project, Developer shall comply with the 2018 Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (“**Survey Protocols**”) published by the California Department of Fish and Wildlife. Developer shall also comply with the Survey Protocols when selecting sites for relocation of special-status plants. A copy of the Survey Protocols is included as Exhibit 5.

(d) Developer shall conduct yearly monitoring, maintenance, and reporting for a 5-year period from the date Developer first transplants or compensatory plants a special-status plant. If the transplanting or compensatory planting of special-status plants has not demonstrated self-sustaining levels for three consecutive years, Developer shall continue conducting yearly monitoring, maintenance, and reporting until the transplanting or compensatory planting has demonstrated self-sustaining levels for three consecutive years. If after 10 years the transplanting or compensatory planting has not demonstrated self-sustaining levels for three consecutive years, Developer may pursue an alternative transplanting or compensatory planting plan in lieu of the unsuccessful plan if approved by Environmental Parties, which approval shall not be unreasonably withheld. Developer and Environmental Parties shall cooperate in good faith to develop the alternative plan, and once approved Developer shall comply with the requirements of this Section 1.3 as to that plan.

(e) Developer shall create and provide Environmental Parties with an annual report on mitigation related to special-status plants and sensitive habitat mitigation progress for so long as monitoring for such mitigation is required by the MMP, Section 1.3(d) of this Agreement, or the Mitigation Monitoring and Reporting Program for the Revised Project.

#### 1.4. Water Supply Measures.

(a) Developer shall conduct quarterly analysis of the “Off-Site Well” pumping rates, pumping durations, and groundwater levels and submit its findings in an annual monitoring report (available to the public) to the Lake County Health Services Department for as long as Developer has control over ground water wells on the Property. For purposes of Section 1.4 of this Agreement, Off-Site Well means well site located outside the Middletown community, on the southeast corner of SR 29 and Butts Canyon Road, within the assessor parcel numbers 014-430-13 and 014-430-12.

(b) While Developer has ownership and control of the Off-Site Well, Developer shall prohibit the use of the Off-Site Well if use of the well would result in drawdown of groundwater beyond 300 feet of the Off-Site Well. Developer shall agree to, and include in its application to the County for the Revised Project, a condition of approval prohibiting the use of the Off-Site Well if use of the well would result in, or has resulted in, drawdown of groundwater beyond 300 feet of the Off-Site Well.

(c) While Developer has ownership and control of the Off-Site Well, the well shall be a secondary, back up source of water to the Property. Developer shall agree to, and include in its application to the County for the Revised Project, a condition of approval requiring that the well may only be used as a secondary, back up source of water to the Property.

1.5. Greenhouse Gas Reduction Measures. Developer shall pay two million five hundred thousand dollars (\$2,500,000) to a third-party fund identified by Environmental Parties to be used for local or regional greenhouse gas emissions reduction efforts, including transit and public transportation, with a priority for projects in Lake County. Developer shall pay the two million five hundred thousand dollars (\$2,500,000) in four annual installments of six hundred twenty five thousand dollars (\$625,000). Developer shall pay the first installment within 120 days following the Project Approvals. If any Project Approvals are challenged, the payments due under this Section shall be tolled until all such challenges are resolved in a manner that permits Developer to develop the Revised Project as modified by Section 1.

## 2. Non-Opposition.

2.1. Prohibition on Opposition. The Environmental Parties shall not (i) file any future court litigation challenging the Revised Project, or (ii) submit any comments or testimony opposing the Revised Project to any government agencies in the administrative process, including any permits, entitlements, authorizations, or environmental review needed to effectuate the Revised Project. The Environmental Parties also shall not file any future court litigation or submit any comments or testimony in the administrative process that requests any additional change or modification to the Revised Project that is not required by this Agreement. Developer shall provide the Environmental Parties with written notice of any alleged breach of this term. Notwithstanding the foregoing, the Environmental Parties reserve all rights in order to challenge any future phases of development on the Property that are not reflected in the Revised Project.

2.2. Prohibition on Indirect Opposition. The Environmental Parties shall not fund litigation by any third person, entity, organization, or association to challenge the Revised

Project. Environmental Parties shall not oppose or advocate for any change or modification to the Revised Project; and shall not encourage, solicit, instigate, cooperate, or communicate with any other member, third person, entity, organization, or association to oppose or advocate for any such change or modification to the Revised Project, including as related to the attainment of any permits, entitlements, authorizations, or environmental review needed to implement the Revised Project.

### 2.3. Limitations.

(a) The obligations of the Environmental Parties in this Section 2 shall not apply to any application for development of the Property that is not in compliance with all requirements of Section 1, the AG Settlement, and the mitigation measures in the EIR.

(b) The obligations of the Environmental Parties in this Section 2 shall not prohibit the Environmental Parties from commenting on, supporting, and/or opposing proposed actions by any governmental authority that are generally applicable and not substantially limited to the development of the Revised Project, even though such proposed agency actions may have an impact on the Revised Project due to the general applicability of such proposed governmental actions; provided that Environmental Parties' support or opposition of such action is not made solely for the purpose of challenging, hindering, or inducing change to the Revised Project and could have no other reasonable purpose. Examples of governmental actions of general applicability that the Environmental Parties are free to comment on, support, and/or oppose include, but are not limited to: rules promulgated by any local air district related to emissions; regulations promulgated by California agencies related to emissions; approval of regional transportation plans; approval of habitat conservation plans; approval of climate action plans; approval of urban water management plans; state or federal listing decisions for threatened and endangered species; land use and zoning designations; and the regulation of industrial equipment.

2.4. Remedies. If there is a breach of the obligations in Section 2.1 or 2.2, the Environmental Parties shall have thirty (30) days from the date Developer gives notice of the breach to withdraw and disavow the offending comments. Specific performance is the sole remedy for any breach of this Section.

## 3. MISCELLANEOUS.

### 3.1. Binding on Successors; Running with the Land.

(a) The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns. Where rights accrue to or obligations are imposed on Developer in this Agreement, such rights and obligations shall constitute a servitude running with the Property and shall run with the land. Developer shall provide thirty (30)-day written notice to Environmental Parties of any intent to transfer fee title to any portion of the Property, excluding transfers to related entities of Developer for loan purposes only, for which a ten (10) day written notice to Environmental Parties shall be required. Developer agrees that any such transfer shall include a written, recorded agreement by which all

Developer's rights and obligations under this Agreement are assigned to and assumed by transferee to the extent those rights and obligations pertain to the transferred portion of the Property. If the fee in the Property is held by more than one owner, all such owners shall be jointly and severally liable for the obligations of Developer to pay money under this Agreement and to undertake any action hereunder, except that if a required action is specific to a particular portion of the Property, an owner is obligated to perform the action only as to those portions of the Property in which it holds an ownership interest.

(b) Notwithstanding Section 3.1(a), Developer shall not be required to provide notice of any transfer of a fully subdivided residential lot ("Residential Lot"), or to assign the rights and obligations of Developer to the transferee of such lot, and the Residential Lot shall not be bound by the terms of this Agreement, if (i) the transferee acquires or owns no more than five single Residential Lots, (ii) the Residential Lot is part of a common interest development governed by a common interest association ("Association") or an Association has otherwise been formed for all or any portion of the Project, and (iii) Developer has assigned to the Association(s) all obligations of Developer under this Agreement that are applicable to the Residential Lot and other property owned and/or maintained by the Association. In addition, Developer shall not be required to assign any obligations of Developer to make monetary payments under this Agreement to a transferee of five or fewer Residential Lots nor to an Association, and such transferee or Association shall not be bound by such monetary obligations, as long as Developer or any successor subdividers continue to own a portion of the Property and the payment obligations remain the joint and several obligation of Developer and any successor subdivider. For avoidance of doubt, the Parties intend that the obligations of Developer under this Agreement, including obligations to make monetary payments, shall at all times continue to be the responsibility of one or more owners of the Property (or portions thereof), in accordance with the foregoing, until those obligations have been fully discharged.

(c) Notwithstanding Section 3.1(b), if any Residential Lot is located in part within a setback required Section 1.2 of this Agreement, Developer shall assign to the transferee of the lot, and the Residential Lot shall be bound by, the requirements of Section 1.2 insofar as they apply to the Residential Lot.

(d) Nothing in this Agreement shall prevent, delay or limit a lien holder's ability to foreclose on the Property; and, the Parties agree that the ability of the Environmental Parties to pursue injunctive or any other relief shall not impair a lien holder's ability to foreclose on the Property in a timely manner. As provided above, the covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns, and, as applicable, shall run with the land, in the event of Property foreclosure.

3.2. **Memorandum of Agreement.** Within thirty (30) days of the Effective Date, Developer shall cause a memorandum of this Agreement ("**Memorandum**") substantially in the form of Exhibit 7 to be recorded against the Property in the Official Records of the County of Lake, to provide record notice of the terms and conditions of this Agreement to future owners of the Property. Developer shall provide a copy of the recorded Memorandum to all Parties promptly upon return of the recorded document from the County of Lake.

3.3. **Subordination of Existing Liens.** No later than 90 days after the Effective Date, Developer shall (i) provide Environmental Parties with a preliminary title report (“**Title Report**”) for the Property from a reputable title insurer that is current as of the date the Memorandum is recorded or later, (ii) cause the holders of all mortgages, deeds of trust, or other monetary liens appearing on the title report (“**Existing Liens**”), if any, to enter into an agreement with the Parties subordinating the Existing Liens to this Agreement and the Conservation Easement, which agreement shall be substantially in the form of Exhibit 8 and a memorandum of which shall be recorded, and (iii) after a memorandum for all required subordination agreements have been recorded for all Existing Liens, provide Environmental Parties with an updated preliminary title report showing no mortgages, deeds of trust or other monetary liens on title other than the subordinated Existing Liens. Notwithstanding anything to the contrary in this Agreement, the obligations of Environmental Parties under this Agreement shall be conditioned on Developer’s compliance with this section.

3.4. **Representations and Warranties of Developer.** Developer represents and warrants that it is the owner of the Property and that it is the applicant for entitlements for the Revised Project. Developer further represents and warrants that there is no easement, lien, or similar encumbrance affecting the Conservation Easement Area that would be superior to this Agreement or the Conservation Easement, other than that certain easement recorded in Book 62, Page 411, of the Official Records of Lake County. Developer covenants that it shall not pull any grading or building permit for the Revised Project within the Property, or take any action that may cause significant adverse physical changes to the Property, until (i) the Title Report is provided to Environmental Parties and is consistent with Developer’s representation in this Section 3.4, or (ii) any encumbrance inconsistent with that representation has been removed, subordinated to this Agreement and the Conservation Easement, or otherwise resolved to the satisfaction of the Environmental Parties.

3.5. **No Monetary Damages.** Except to the extent this Agreement expressly obligates a Party to pay money, no Party shall seek or be entitled to any monetary damages in the event of any breach or default under this Agreement.

3.6. **Notice.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to any other Party at the corresponding address set out below (or to any other address that a receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by electronic mail (with confirmation of receipt), personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section. Any Party hereto may at any time, by giving ten (10) days’ written notice to the other Party hereto, designate any other person or address in substitution of the address to which such notice shall be given.

If to Center for Biological Diversity:

Center for Biological Diversity  
2100 Franklin St., Suite 375

Oakland, CA 94612  
Attn: Peter Broderick  
Email: pbroderick@biologicaldiversity.org

with a copy to:

Shute, Mihaly & Weinberger LLP  
396 Hayes Street  
San Francisco, CA 94110  
Attn: Bill White  
Email: white@smwlaw.com

If to California Native Plant Society:

California Native Plant Society  
2707 K Street, Suite 1  
Sacramento, CA 95816-5130  
Attention: Nick Jensen, PhD  
Email: njensen@cnps.org

with a copy to:

Lozeau Drury LLP  
1939 Harrison Street, Suite 150  
Oakland, CA 94612

Attn: Rebecca Davis  
Email: rebecca@lozeaudrury.com

If to Developer:

Lotusland Investment Holdings, Inc  
P.O. Box 2549  
San Francisco, CA 94126  
Attn: Alex Xu  
Email: axu@lotuslandinvestment.com

with a copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP  
2010 Main Street, 18th floor  
Irvine, CA 92614-7214  
Attn: Jonathan Shardlow  
Email: jshardlow@allenmatkins.com

3.7. **Severability.** Each term of this Agreement is severable from any and all other terms of this Agreement. Should any term of this Agreement be for any reason unenforceable, the balance shall still be of full force and effect.

3.8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof.

3.9. **Factual Investigation.** Each Party acknowledges that it has conducted its own factual investigation, is not relying on any other Party, and assumes the risk that there are material unknown facts or that facts are other than as is presumed. The Parties further acknowledge that they are aware that they may hereafter discover material facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, and further acknowledge that there may be future events, circumstances, or occurrences materially different from those they know or believe likely to occur, but that it is their intention to enter into and be bound by this Agreement.

3.10. **Compliance with Laws.** This Settlement Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Developer is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits, and Developer's compliance with this Settlement Agreement shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein.

3.11. **Captions.** The captions/titles of the various Sections in this Agreement are for convenience and organization only and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

3.12. **Exhibits.** All exhibits referenced in this Agreement are attached hereto and made a part of and incorporated herein.

3.13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3.14. **Nonwaiver.** Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant, or condition.

3.15. **Understanding of Terms.** The Parties each hereby affirm and acknowledge that they have read this Agreement, that they know and understand its terms, and have signed it voluntarily and after having been advised by counsel. The Parties have had a full and unhindered opportunity to consult with their attorneys, accountants, financial advisors, and such other consultants as they may have desired prior to executing this Agreement.



3.16. **Construction.** The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

3.17. **Days.** Except as otherwise noted, all references to days shall be to calendar days.

3.18. **No Third-Party Beneficiaries.** This Agreement shall not create or bestow any lien or property right in any third party. The Parties agree that no third-party beneficiary to this Agreement exists and that nothing contained herein shall be construed as giving any other person, entity, or organization third-party beneficiary status.

3.19. **Joint Obligation.** The obligations imposed by this Agreement upon the entities that comprise “Developer” shall be joint and several. The obligations imposed by this Agreement upon the entities that comprise “Environmental Parties” shall be joint and several.

3.20. **Authority.** Each of the persons signing this Agreement on behalf of a Party hereby represents that he or she has the requisite authority to bind the Party on whose behalf he or she is signing this Agreement, and that all requisite approvals of such Party, its board of directors, shareholders, members, general partners, or others have been obtained. Upon the request of any Party, each Party shall deliver evidence of such authorization to all other Parties. Each Party represents and warrants that the execution and delivery of this Agreement by such Party, and the performance of such Party’s obligations hereunder, have been duly authorized by such Party, and that all consents or approvals necessary to cause this Agreement to be binding upon such Party have been obtained and are in full force and effect.

3.21. **Counterparts.** This Agreement may be executed in counterparts and may be executed by electronically delivered signatures. All such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. If fully executed as provided for herein, any copy of this Agreement may be used to establish the contents and valid execution of this Agreement. This Agreement shall not be binding until signed and delivered by all Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed one or more copies of this Agreement as of the Effective Date.

**[Signatures appear on the following page.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth opposite their respective signatures.

Dated: July 23, 2025

**Center for Biological Diversity**



By: Peter Galvin  
Its: Director of Programs

Dated: July \_\_\_, 2025

**California Native Plant Society**

By: Jun Bando, PhD  
Its: Executive Director

Dated: July \_\_\_, 2025

**Lotusland Investment Holdings Inc.**

By: Alex Xu  
Its: Chief Executive Officer

Dated: July \_\_\_, 2025

**Bohn Valley 1, LLC**

By: Alex Xu  
Its: Authorized Signatory

Dated: July \_\_\_, 2025

**Bohn Valley 2, LLC**

By: Alex Xu  
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth opposite their respective signatures.

Dated: July \_\_\_, 2025

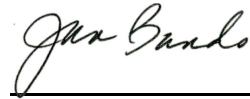
**Center for Biological Diversity**

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By: Peter Galvin  
Its: Director of Programs

Dated: July 23, 2025

**California Native Plant Society**



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By: Jun Bando, PhD  
Its: Executive Director

Dated: July \_\_\_, 2025

**Lotusland Investment Holdings Inc.**

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By: Alex Xu  
Its: Chief Executive Officer

Dated: July \_\_\_, 2025

**Bohn Valley 1, LLC**

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By: Alex Xu  
Its: Authorized Signatory

Dated: July \_\_\_, 2025

**Bohn Valley 2, LLC**

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By: Alex Xu  
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth opposite their respective signatures.

Dated: July \_\_, 2025

**Center for Biological Diversity**

\_\_\_\_\_  
By: Peter Galvin  
Its: Director of Programs

Dated: July \_\_, 2025

**California Native Plant Society**

\_\_\_\_\_  
By: Jun Bando, PhD  
Its: Executive Director

*August*  
Dated: ~~July~~ 6, 2025

**Lotusland Investment Holdings Inc.**

  
\_\_\_\_\_  
By: Alex Xu  
Its: Chief Executive Officer

*August*  
Dated: ~~July~~ 6, 2025

**Bohn Valley 1, LLC**

  
\_\_\_\_\_  
By: Alex Xu  
Its: Authorized Signatory

*August*  
Dated: ~~July~~ 6, 2025

**Bohn Valley 2, LLC**

  
\_\_\_\_\_  
By: Alex Xu  
Its: Authorized Signatory

Dated: <sup>August</sup> ~~July~~ 6, 2025

**Butts Creek, LLC**



By: Alex Xu

Its: Authorized Signatory

Dated: <sup>August</sup> ~~July~~ 6, 2025

**Guenoc Valley, LLC**



By: Alex Xu

Its: Authorized Signatory

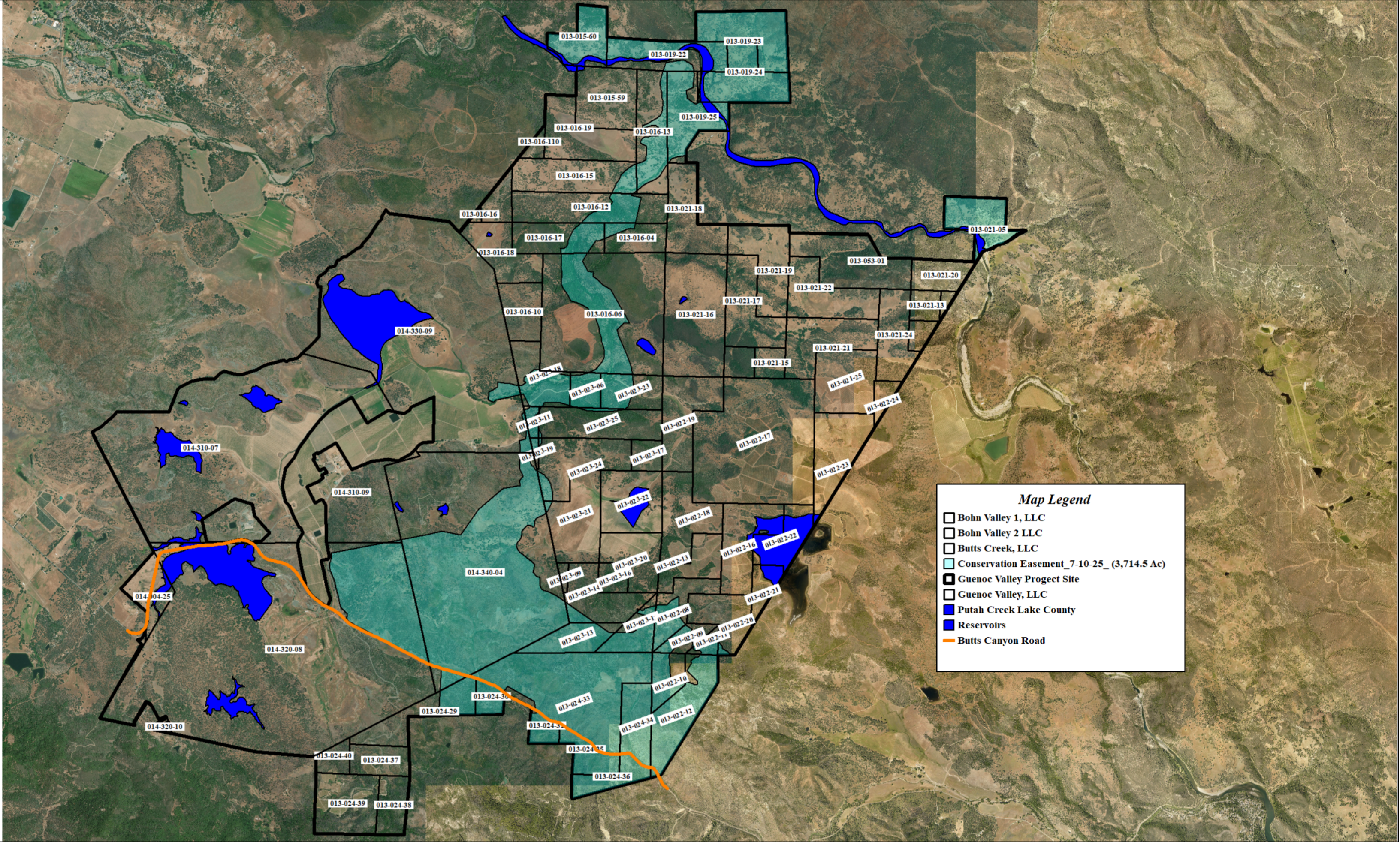
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# **EXHIBIT 1**







## **GUENOC PROPERTY LEGAL DESCRIPTION**

The land described herein is situated in the unincorporated area of the County of Lake, State of California and is described as follows:

### **TRACT ONE:**

#### **Parcel 1: Certificate of Compliance No. CC 11-30**

Lots numbered Five, Six, Seven and Ten of Section Six in Township Ten North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006016.

APN: 013-022-190

#### **Parcel 2: Certificate of Compliance No. CC 11-31**

The Northeast quarter of Section Twelve in Township Ten North, Range Six West, Mount Diablo Meridian.

Excepting therefrom the Southwest quarter of the Northeast quarter of said Section Twelve.

All as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006010.

APN: 013-023-200

#### **Parcel Three: Certificate of Compliance No. CC 11-32**

Lot numbered One and the Northeast quarter of the Northwest quarter of Section Twelve, and the Lot numbered Ten and the East half of the Southwest quarter of Section One, all in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006011.

APN: 013-023-210

#### **Parcel 4: Certificate of Compliance No. CC 11-33**

Lots numbered One and Two of Section One in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006015.

APN: 013-023-230

#### **Parcel Five: Certificate of Compliance No. CC 11-34**

The Southeast quarter of Section One in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006012.

APN: 013-023-220



**Parcel Six: Certificate of Compliance No. CC 11-35**

Lot One of Section Thirty and Lots Three and Four and the Southeast quarter of the Southwest quarter of Section Nineteen, Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom the following:

**Tract One:**

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section Thirty, Township Eleven North, Range Five West, M.D.M., and running South 33'15" West 911 feet; thence South 480 feet to the South line of Lot One of said Section Thirty; thence East along said Lot line 502 feet to the Southeast corner thereof; thence North 1,320 feet along the East line of said Lot One to the place of beginning.

**Tract Two:**

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section Thirty, Township Eleven North, Range Five West, M.D.M., and running North 33'15" East 89.7 feet; thence East 1,300 feet, parallel to the North line of said Section Thirty, to a point 75 feet North of the Northeast corner of said Northwest quarter of Section Thirty; thence South to the said Northeast corner of the Northwest quarter of Section Thirty; thence West 1,350 feet along the North line of said Section Thirty to the place of beginning.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007456.

APN: 013-019-250

**Parcel Seven: Certificate of Compliance No. CC 11-36**

Lot numbered Four of Section Two, and the Lots numbered Eight and Nine, and the West half of the Lot numbered Seven of Section One in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006017.

APN: 013-023-240

**Parcel Eight: Certificate of Compliance No. CC 11-37**

Lots numbered Eleven and Twelve and the Southeast quarter of the quarter of the Northwest quarter of Section Seven in Township Ten described in that certain Certificate of Compliance recorded April Document No. 2012006013.

APN: 013-022-180

**Parcel Nine: Certificate of Compliance No. CC 11-38**

Lots numbered Two, Three and Four and the Southeast quarter of the Southwest quarter of Section Thirty in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006014.

APN: 013-021-180

**Parcel Ten: Certificate of Compliance No. CC 11-39**

The Southwest quarter of the Northeast quarter and the South half of the Northwest quarter of Section Twenty-five, and the Southeast quarter of the Northeast quarter of Section Twenty-six, all in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007458.

APN: 013-016-150

**Parcel Eleven: Certificate of Compliance No. CC 11-40**

The East half of the Northeast quarter of Section Thirty-one, and the South half of the Southeast quarter of Section Thirty, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006018.

APN: 013-021-190

**Parcel Twelve: Certificate of Compliance No. CC 11-41**

The Southwest quarter of the Northeast quarter, the North half of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section Nineteen, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006019.

APN: 013-019-240

**Parcel Thirteen: Certificate of Compliance No. CC 11-42**

The North half of the South half of Section Twenty-five and the Northeast quarter of the Southeast quarter of Section Twenty-six, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017313.

APN: 013-016-120

**Parcel Fourteen: Certificate of Compliance No. CC 11-43**

The East half of the Southeast quarter of Section Twenty-four, and the East half of the Northeast quarter of Section Twenty-five, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005996.

APN: 013-016-130

**Parcel Fifteen: Certificate of Compliance No. CC 11-44**

Lot Four of Section One, Lot One of Section Two in Township Ten North, Range Six West, Mount Diablo Meridian, and Lot Four of Section Thirty-five in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005997.

APN: 013-023-180

**Parcel Sixteen: Certificate of Compliance No. CC 11-45**

Lots numbered One and Two, the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section Twenty-six, in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007459.

APN: 013-016-160

**Parcel Seventeen: Certificate of Compliance No. CC 11-46**

The South half of the Southeast quarter of Section Fifteen and the East half of the Northeast quarter of Section Twenty-two, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005998.

Excepting from said Section Twenty-two all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other minerals contained therein as reserved in the Patent from the State of California to Woodland Farms, Inc., dated September 6, 1956, recorded September 25, 1956 in Book 268 of Official Records at Page 229.

Also excepting from said Section Twenty-two all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other minerals contained therein as reserved in that Patent from the State of California to Magoon Estates, Limited, dated August 4, 1977, recorded September 27, 1977 in Book 899 of Official Records at Page 694.

APNs: 013-024-370 and 013-024-380

**Parcel Eighteen: Certificate of Compliance No. CC 11-47**

The South half of the Southwest quarter of Section Twenty-five, and the Southeast quarter of the Southeast quarter, the Northwest quarter of the Southeast quarter, and the Southwest quarter of the Northeast quarter of Section Twenty-six, all in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007460.

APN: 013-016-170

**Parcel Nineteen: Certificate of Compliance No. CC 11-48**

The West half of the Southeast quarter and the East half of the Southwest quarter of Section Twenty-four, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described

in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005999.

APN: 013-015-590

**Parcel Twenty: Certificate of Compliance No. CC 11-49**

Lot numbered Two and the Southeast quarter of the Northwest quarter of Section Nineteen in Township Eleven North, Range Five West, Mount Diablo Meridian, and the South half of the Northeast quarter of Section Twenty-four, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006000.

APN: 013-019-220

**Parcel Twenty-one: Certificate of Compliance No. CC 11-50**

The Northwest quarter of the Southwest quarter, the South half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section Twenty-four, in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007463.

APN: 013-015-600

**Parcel Twenty-two: Certificate of Compliance No. CC 11-51**

The East half of the Northeast quarter, the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section Nineteen, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006001.

APN: 013-019-230

**Parcel Twenty-three: Certificate of Compliance No. CC 11-52**

Lot numbered Two of Section Fifteen, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006002.

Excepting therefrom an undivided one-sixteenth of all coal, oil, gas, and other mineral deposits contained in said land as reserved in the patent from the State of California, as reserved to the State of California by the provisions of the Act of the Legislature, Statute of 1921, Page 404, and amendments thereto.

APN: 013-024-400

**Parcel Twenty-four: Certificate of Compliance No. CC 11-53**

Lot numbered Three and the Southwest quarter of the Southeast quarter of Section Twenty-six and the Lot numbered One and the Northeast quarter of the Northeast quarter of Section Thirty-five, in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007462.

APN: 013-016-180

**Parcel Twenty-five: Certificate of Compliance No. CC 11-55**

The South half of the Southeast quarter of Section Six, and the West half of the Northeast quarter of Section Seven, all in Township Ten North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006003.

APN: 013-022-160

**Parcel Twenty-six: Certificate of Compliance No. CC 11-57**

The South half of the Southeast quarter of Section Twenty-five in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006020.

Excepting therefrom an undivided one-sixteenth of all coal, oil, gas, and other mineral deposits contained in said land as reserved in the patent from the State of California, as reserved to the State of California by the provisions of the Act of the Legislature, Statute of 1921, Page 404, and amendments thereto.

APN: 013-016-140

**Parcel Twenty-seven: Certificate of Compliance No. CC 11-58**

The North half of the Northwest quarter of Section Thirty-three, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom the portion lying within Napa County.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017314.

Excepting therefrom an undivided one-sixteenth of all coal, oil, gas, and other mineral deposits contained in said land as reserved in the patent from the State of California, as reserved to the State of California by the provisions of the Act of the Legislature, Statute of 1921, Page 404, and amendments thereto.

APN: 013-021-200

**Parcel Twenty-eight: Certificate of Compliance No. CC 11-60**

The West half of the Northeast quarter and the North half of the Southeast quarter of Section Thirty-one, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006022.

APN: 013-021-170

**Parcel Twenty-nine: Certificate of Compliance No. CC 11-61**

Lots Five and Six of Section One, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006023.

APN: 013-023-250

**Parcel Thirty: Certificate of Compliance No. CC 11-63**

The South half of the Southeast quarter, the Northwest quarter of the Southeast quarter, the Northeast quarter of the Southwest quarter, the South half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section Seven in Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting therefrom the following:

1. Any portion lying within the County of Napa.
2. All the portion as described in the Lot Line Adjustment recorded March 12, 1998, in Document No. 98-003880.
3. Any portion lying within the South half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section 7.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017315.

APN: 013-022-200

**Parcel Thirty-one: Certificate of Compliance No. CC 11-64**

The Northwest quarter of the Southwest quarter, Lot Six and the West half of Lots Seven and Eight of Section Five, the North half of the Southeast quarter, the Northeast quarter of the Southwest quarter and Lots One, Two, Three, Four, Eight and Nine of Section Six, all in Township Ten North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006005.

Excepting from the West half of Lots Seven and Eight all coal and other minerals in said land together with the right to prospect for, mine, and remove the same pursuant to the Act of December 29, 1916 (39 Stat., 862) as reserved in the patent from the United States of America, recorded in Book 9 of Patents, Page 280, Records of said County.

APN: 013-022-170

**Parcel Thirty-two: Certificate of Compliance No. CC 11-65**

The West half of Section Thirty-one in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006004.

APN: 013-021-160

**Parcel Thirty-three: Certificate of Compliance No. CC 11-66**

Lots Two and Three and the Southeast quarter of the Northeast quarter of Section Thirty-five, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005987.

APN: 013-016-100

**Parcel Thirty-four: Certificate of Compliance No. CC 11-68**

The Southeast quarter of the Southeast quarter of Section Twenty-three, and the Northeast quarter of the Northeast quarter of Section Twenty-six, in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that parcel of land as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005989.

APN: 013-016-110

**Parcel Thirty-five: Certificate of Compliance No. CC 11-69**

The Southwest quarter of the Northeast quarter of Section Twelve, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005990.

APN: 013-023-160

**Parcel Thirty-six: Certificate of Compliance No. CC 11-74**

Section Thirty-six in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005991.

APN: 013-016-061

**Parcel Thirty-seven: Certificate of Compliance No. CC 11-75**

The East half of Lot Seven of Section One in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005992.

APN: 013-023-170

**Parcel Thirty-eight: Certificate of Compliance No. CC 11-76**

The West half of the Southwest quarter and the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section Thirty-two, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017316.

APN: 013-021-210

**Parcel Thirty-nine: Certificate of Compliance No. CC 11-77**

The West half of the Northwest quarter, and the Southeast quarter of the Northwest quarter, and the Southwest quarter of the Northeast quarter of Section Thirty-two, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017317.

APN: 013-021-220

**Parcel Forty: Certificate of Compliance No. CC 11-78**

Lot Three of Section One, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006006.

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, contained in said land, and further reserving to the state of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas or gas, and to prospect for, mine, and remove such deposits of other minerals from said land, and to occupy and use so much of the surface of said land as may be required therefore, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part I, Division 6 of the public Resource Code, as reserved in the patent from the State of California, recorded in Book 268, Page 229, Official Records of said County.

APN: 013-023-061

**Parcel Forty-one: Certificate of Compliance No. CC 11-79**

The Northwest quarter of the Southwest quarter of Section Thirty-three, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017318.

Excepting therefrom one-sixteenth of all coal, oil, gas and other mineral deposits contained therein, as reserved in the Patent from the State of California to A.R. Asbill, dated October 13, 1925, recorded November 2, 1925 in Book 9 of Patents, at Page 230.

APN: 013-021-230



**Parcel Forty-two: Certificate of Compliance No. CC 11-80**

Lot Two, Section Twelve in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006007.

APN: 013-023-091

**Parcel Forty-three: Certificate of Compliance No. CC 11-81**

Lot Three, Section Two in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006008.

APN: 013-023-190

**Parcel Forty-four: Certificate of Compliance No. CC 11-82**

Lot Two, Section Two in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006009

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, contained in said land, and further reserving to the state of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas or gas, and to prospect for, mine, and remove such deposits of other minerals from said land, and to occupy and use so much of the surface of said land as may be required therefore, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part I, Division 6 of the public Resource Code, as reserved in the patent from the State of California, recorded in Book 899, Page 694, Official Records of said County.

APN: 013-023-111

**Parcel Forty-five: Certificate of Compliance No. CC 11-83**

The Southeast quarter of the Northeast quarter and the East half of the Southeast quarter of Section Thirty-two, and the Southwest quarter of the Southwest quarter of Section Thirty-three, all being in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017319.

Excepting from said lands lying within Section Thirty-three, one-sixteenth of all coal, oil, gas and other mineral deposits contained therein, as reserved in the Patent from the State of California to A.R. Asbill, dated October 13, 1925, recorded November 2, 1925 in Book 9 of Patents, at Page 230.

APN: 013-021-240

**Parcel Forty-six: Certificate of Compliance No. CC 11-84**

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section Seven, and the West half of the Southwest quarter of Section Eight, all in Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017320.

APN: 013-022-210

**Parcel Forty-seven: Certificate of Compliance No. CC 11-85**

The Southwest quarter of the Southwest quarter of Section Five, the Northeast quarter of the Northeast quarter of Section Seven, and the West half of the Northwest quarter of Section Eight, all in Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017321.

APN: 013-022-220

**Parcel Forty-eight: Certificate of Compliance No. CC 11-86**

The Southeast quarter of the Southeast quarter of Section Thirty-one, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005988.

APN: 013-021-150

**Parcel Forty-nine: Certificate of Compliance No. CC 11-87**

The Southwest quarter of the Northwest quarter of Section Thirty-three, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005993.

Excepting therefrom one-sixteenth of all coal, oil, gas and other mineral deposits contained therein, as reserved in the Patent from the State of California to A.R. Asbill, dated October 13, 1925, recorded November 2, 1925 in Book 9 of Patents, at Page 230.

APN: 013-021-130

**Parcel Fifty: Certificate of Compliance No. CC 11-88**

The Southwest quarter of the Southeast quarter of Section Thirty-one, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005994.

APN: 013-021-140

**Parcel Fifty-one: Certificate of Compliance No. CC 11-89**

The South Half of the Southeast quarter and the Northwest quarter of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section Twenty-eight, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017322.

APN: 013-021-050

**Parcel Fifty-two: Certificate of Compliance No. CC 11-90**

Lots numbered Four and Five of Section Five in Township Ten North, Range Five West, Mount Diablo Meridian, and the Southeast quarter of the Southwest quarter, and the Southwest quarter of the Southeast quarter of Section Thirty-two in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017323.

APN: 013-021-250

**Parcel Fifty-three: Certificate of Compliance No. CC 11-91**

The Southeast quarter of the Northwest quarter of Section Thirty-three, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017324.

Excepting therefrom an undivided one-sixteenth of all coal, oil, gas, and other mineral deposits contained in said land as reserved in the patent from the State of California, recorded in Book 9 of Patents, Page 230, Records of said County.

APN: 013-021-260

**Parcel Fifty-four: Certificate of Compliance No. CC 11-92**

Lots One and Two, the East half of Lot Eight, the East half of Lot Seven and the East half of the Southwest quarter of Section Five, and the East half of the Northwest quarter and the Northeast

quarter of the Southwest quarter of Section Eight, all in Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017325.

APN: 013-022-230

**Parcel Fifty-five: Certificate of Compliance No. CC 12-16**

Lot Three of Section Five in Township Ten North, Range Five West, Mount Diablo Meridian. Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded March 6, 2013 in Official Records of Lake County under Document No. 2013003323.

APN: 013-022-240

**Parcel Fifty-six: Certificate of Compliance No. CC 12-17**

The Southwest quarter of the Southwest quarter of Section Twenty-four and the North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section Twenty-five, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded March 6, 2013 in Official Records of Lake County under Document No. 2013003324.

APN: 013-016-190

**Parcel Fifty-seven: Certificate of Compliance No. CC 12-18**

The West half of the Northeast quarter and the East half of the Northwest quarter of Section 22, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded March 6, 2013 in Official Records of Lake County under Document No. 2013003325.

APN: 013-024-390

**Parcel Fifty-eight:**

All that certain real property designated and described in Exhibit "A" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lots numbered Three and Four of Section Fifteen, and Lot number Four and that portion of Lot numbered Three of Section Fourteen, lying Southerly of the South line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder, of the County of Lake, on February 27, 1957, in Book 273 of Official Records at Page 304, all lying within Township Ten North, Range Six West, Mount Diablo Meridian.

APN: 013-024-290

**Parcel Fifty-nine:**

All that certain real property designated and described in Exhibit "B" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

All that portion of Lot numbered Two and that portion of the Southwest quarter of the Northeast quarter of Section Fourteen, Township Ten North, Range Six West, Mount Diablo Meridian, lying South of the Southerly line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder of the County of Lake, on November 22, 1955 in Book 259 at Page 203, Lake County Records.

APN: 013-024-300

**Parcel Sixty:**

All that certain real property designated and described in Exhibit "H" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lot Numbered One in Section Eleven, Lots numbered Four and Five, and that portion of the Southwest quarter of the Southeast quarter of Section Twelve, lying Northwesterly of a line described as Beginning at the Southwest corner of said Southwest quarter of the Southeast quarter and running thence Northeasterly, in a direct line, to the Northeast corner of said Southwest quarter of the Southeast quarter of said Section Twelve; all lying with Township Ten North, Range Six West, Mount Diablo Meridian.

APN: 013-023-130

**Parcel Sixty-one:**

All that certain real property designated and described in Exhibit "I" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lot numbered Three, the Southeast quarter of the Northwest quarter, the Northwest quarter of the Southeast quarter, and that portion of the Northeast quarter of the Southeast quarter, lying Northwesterly of a line described as Beginning at the Southwest corner of said Northeast quarter of the Southeast quarter, and running thence Northeasterly, in a direct line, to the Northeast corner of said Northeast quarter of the Southeast quarter of Section Twelve, Township Ten North, Range Six West, Mount Diablo Meridian.

APN: 013-023-140

**Parcel Sixty-two:**

All that certain real property designated and described in Exhibit "J" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

The Northeast quarter of the Northwest quarter, the North half of the South half of the Northwest quarter, and the Southwest quarter of the Southwest quarter of the Northwest quarter of Section Seven, Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting from Tract One any portion thereof lying within the County of Napa, State of California.

Also excepting therefrom any portion thereof of Tract One lying within Section 18, Township 10 North, Range 5 West, M.D.M., and Sections 13, 14 and 24, Township 10 North, Range 6 West, M.D.M., described in those certain Deeds to the County of Lake dated May 21, 1955, and July 8, 1955, recorded July 13, 1955, in Book 254 of Official Records of Lake County at Pages 399 and 401.

APN: 013-022-130

**TRACT TWO:**

Lots 1 and 3 as shown on that certain Subdivision Map filed in the office of the County Recorder of said Lake County on December 17, 1999 in Book 15 of Subdivision Maps at Pages 46, 47, 48 and 49 being a portion of Parcel Z as shown on a map filed in the office of the County Recorder of said Lake County on March 31, 1981, in Book 19 of Parcel Maps at Page 48.

Excepting therefrom all that portion thereof granted to the County of Lake by Deed recorded June 12, 1974, in Book

763 of Official Records at Page 188.

Not in crosswalk. APNs active in GIS

APN's: 014-310-071, 014-310-091, 014-330-091, 014-340-041, 014-004-251, 014-320-080 and 014-320-100.

**TRACT THREE:**

All that certain real property designated and described in Exhibit "C" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

All that portion of the Northwest quarter of the Southwest quarter of Section Thirteen, Township Ten North, Range Six West, Mount Diablo Meridian, lying South of the Southerly line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake, on July 13 1955, in Book 254 of Official Records at Page 399, Lake County Records.

APN 013-024-310

**TRACT FOUR:**

All that certain real property designated and described in Exhibit "D" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

The Northeast quarter of the Southwest quarter, the Northwest quarter of the Southeast quarter, the East half of the Southeast quarter of the Southwest quarter, and the South half of the Southeast quarter of Section Thirteen, the East half of the Northeast quarter of the Northwest quarter and the North half of the Northeast quarter of Section Twenty-four, Township Ten North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion lying North of the South line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake, on July 13, 1955, in Book 254 of Official Records at Page 399, Lake County Records.

Also excepting therefrom any portion of the lands described herein, which may lie within Napa County, California.

APN's 013-024-350 and 013-024-360

**TRACT FIVE:**

Parcel No. 1 as shown on a map filed in the Office of the County Recorder of said Lake County on October 29, 1974, in Book 8 of Parcel Maps at Page 23, and being part of Section 28, 29 and 32, all in Township 11 North, Range 5 West, M.D.M.

APN 013-053-011

**TRACT SIX:**

[Intentionally deleted.]

**TRACT SEVEN:**

**Parcel One:**

All that certain real property designated and described in Exhibit "E" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lots numbered 1, 2, and 3, and the South half of the Northeast quarter of Section 14, the Northwest quarter, the North half of the Southwest quarter, the North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, and the West half of the Southeast quarter of Section 13, and that portion of the Southeast quarter of Section 12, lying Southeasterly of a line described as beginning at the Southwest corner of said Southeast quarter of Section 12 and running from said point of beginning, Northeasterly, in a direct line, to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 12, and thence Northeasterly, in a direct line, to the Northeast corner of said Southeast quarter of Section 12, all in Township 10 North, Range 6 West, M.D.B. & M., together with Lot numbered 1, that portion of Lot numbered 2 lying Northwesterly of a line described as beginning at the Southwest corner of said Lot 2 and running thence from said point of beginning, Northeasterly, in a direct line, to the Northeast corner of said Lot 2, the South half of the Southeast quarter of the Northwest quarter and the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 7, Township 10 North, Range 5 West M.D.B. & M.

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral contained therein as reserved in the Patent from the State of California to Woodland

Farms, Inc., dated September 6, 1956, recorded September 25, 1956 in Book 268 of Official Records at Page 229.

Also excepting therefrom all oil, gas, oil, shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other minerals contained therein, as reserved in that Patent from the State of California to Magoon Estates, Limited, dated August 4, 1977, recorded September 27, 1977, in Book 899 of Official Records at Page 694.

Also excepting therefrom any portion thereof lying within the County of Napa, State of California.

Also excepting therefrom that portion lying South of the North line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder, of the County of Lake, on July 13, 1955 in Book 254 of Official Records at Page 399, Lake County Records.

Also excepting therefrom any portion thereof lying within Section 18, Township 10 North, Range 5 West, M.D.M., and Sections 13,14 and 24, Township 10 North, Range 6 West, M.D.M., described in those certain Deeds to the County of Lake dated May 21, 1955, and July 8, 1955, recorded July 13, 1955, in Book 254 of Official Records of Lake County at Pages 399 and 401.

Excepting from the Northwest quarter and the Southwest quarter of the Northeast quarter of said Section 13 all coal and other minerals in said land together with the right to prospect for, mine, and remove the same pursuant to the Act of December 29, 1916 (39 Stat., 862) as reserved in the patent from the United States of America, recorded in Book 157, Page 358, Official Records of said County.

APN: 013-023-120, 013-024-330 and 013-022-080

**Parcel Two:**

All that certain real property designated and described in Exhibit "Fw in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

The East half of the Southeast quarter, the Southeast quarter of the Northeast quarter of Section 13, Township 10 North, Range 6 West, M.D.B. & M., and Lot numbered 1 and that portion of Lot 2 lying Northwesterly of a line described as beginning at the Southwest corner of said Lot 2, and running thence from said point of beginning, Northeasterly, in a direct line, to the Northeast corner of said Lot 2, within Section 18, Township 10 North, Range 5 West, M.D.B. & M., and that portion of Lot numbered 2 and the Southeast quarter of the Southwest quarter of Section 7, Township 10 North, Range 5 West, M.D.B. & M., described as beginning at the Southwest corner of said Section 7, also being the Southwest corner of said Lot 2, and running thence from said point of beginning, Northeasterly, in a direct line, to the Northeast corner of said Lot 2, also being the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 7, thence East, along the North line of said Southeast quarter of the Southwest quarter to the Northeast corner thereof; thence Southwesterly, in a direct line, to the Southwest corner of said Southeast quarter of the Southwest quarter of said Section 7, also being the Southeast corner of said Lot 2, and thence West, along the South line of said Lot 2 to the point of beginning.



Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral contained therein as reserved in the Patent from the State of California to Woodland Farms, Inc., dated September 6, 1956, recorded September 25, 1956 in Book 268 of Official Records at Page 229.

Also excepting therefrom all oil, gas, oil, shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other minerals contained therein, as reserved in that Patent from the State of California to Magoon Estates, Limited, dated August 4, 1977, recorded September 27, 1977, in Book 899 of Official Records at Page 694.

Also excepting therefrom any portion thereof lying within the County of Napa, State of California.

Also excepting therefrom that portion lying South of the North line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder, of the County of Lake, on July 13, 1955 in Book 254 of Official Records at Page 399, Lake County Records.

Also excepting therefrom any portion thereof lying within Section 18, Township 10 North, Range 5 West, M.D.M., and Sections 13, 14 and 24, Township 10 North, Range 6 West, M.D.M., described in those certain Deeds to the County of Lake dated May 21, 1955, and July 8, 1955, recorded July 13, 1955, in Book 254 of Official Records of Lake County at Pages 399 and 401.

APN: 013-024-340, 013-022-090 and 013-022-100

**Parcel Three:**

All that certain real property designated and described in Exhibit "G" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lots numbered 3 and 4, that portion of Lot numbered 2 lying Southeasterly of a line described as beginning at the Southwest corner of said Lot 2, and running thence Northeasterly, in a direct line, to the Northeast corner of said Lot 2, the East half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 18, and that portion of the Southeast quarter of the Southwest quarter of Section 7, lying Southeasterly of a line described as beginning at the Southwest corner of said Southeast quarter of the Southwest quarter of said Section 7, and running thence Northeasterly, in a direct line, to the Northeast corner of said Southeast quarter of the Southwest quarter of said Section 7, all within Township 10 North, Range 5 West, M.D.B. & M., Lake County California

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral contained therein as reserved in the Patent from the State of California to Woodland Farms, Inc., dated September 6, 1956, recorded September 25, 1956 in Book 268 of Official Records at Page 229.

Also excepting therefrom all oil, gas, oil, shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other minerals contained therein, as reserved in that Patent from the State of

California to Magoon Estates, Limited, dated August 4, 1977, recorded September 27, 1977, in Book 899 of Official Records at Page 694.

Also excepting therefrom any portion thereof lying within the County of Napa, State of California.

Also excepting therefrom that portion lying South of the North line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder, of the County of Lake, on July 13, 1955 in Book 254 of Official Records at Page 399, Lake County Records.

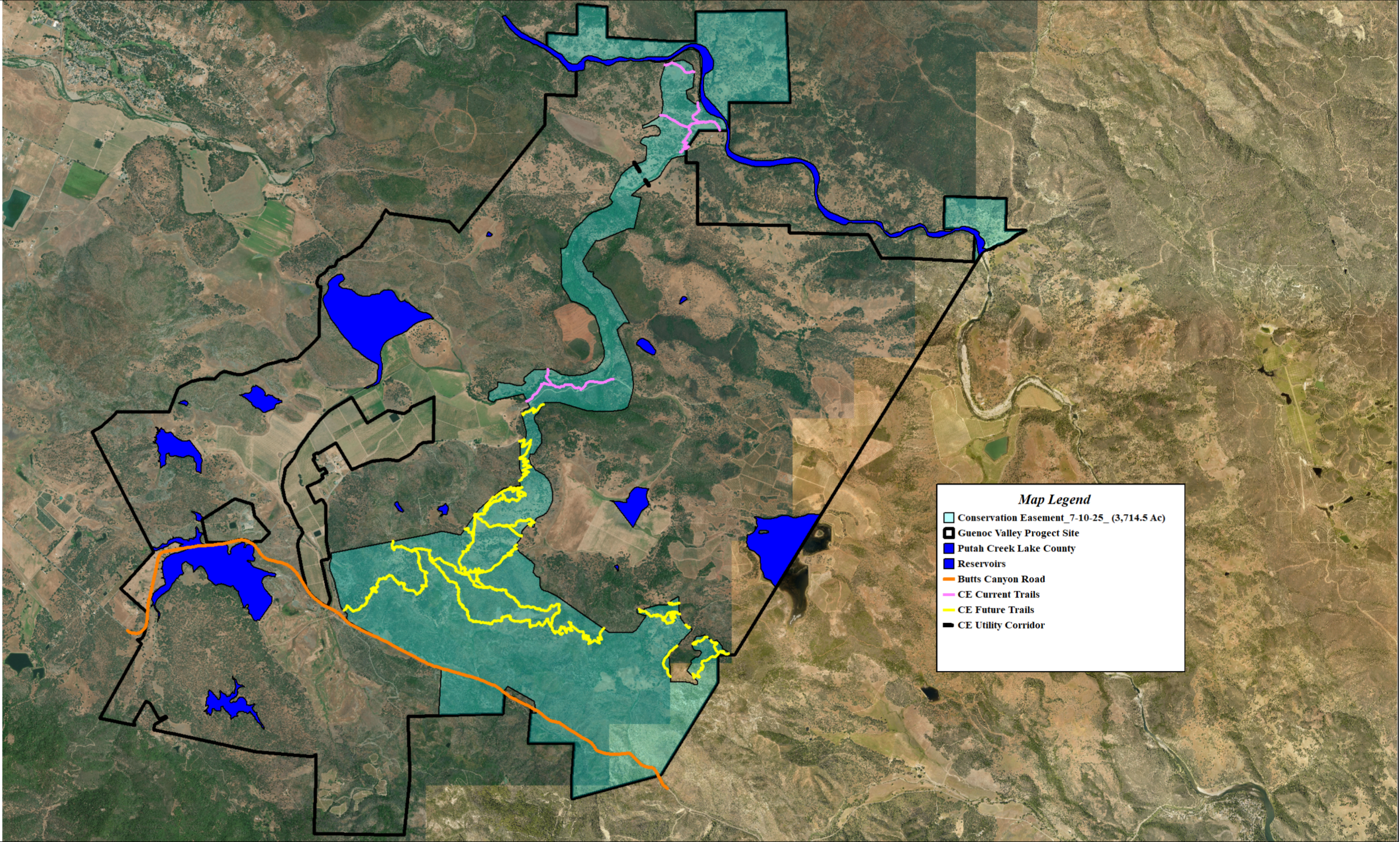
Also excepting therefrom any portion thereof lying within Section 18, Township 10 North, Range 5 West, M.D.M., and Sections 13, 14 and 24, Township 10 North, Range 6 West, M.D.M., described in those certain Deeds to the County of Lake dated May 21, 1955, and July 8, 1955, recorded July 13, 1955, in Book 254 of Official Records of Lake County at Pages 399 and 401.

APN's: 013-022-110 and 013-022-120



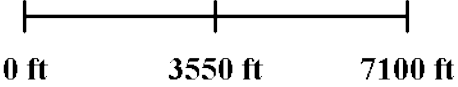
# **EXHIBIT 2**





**Map Legend**

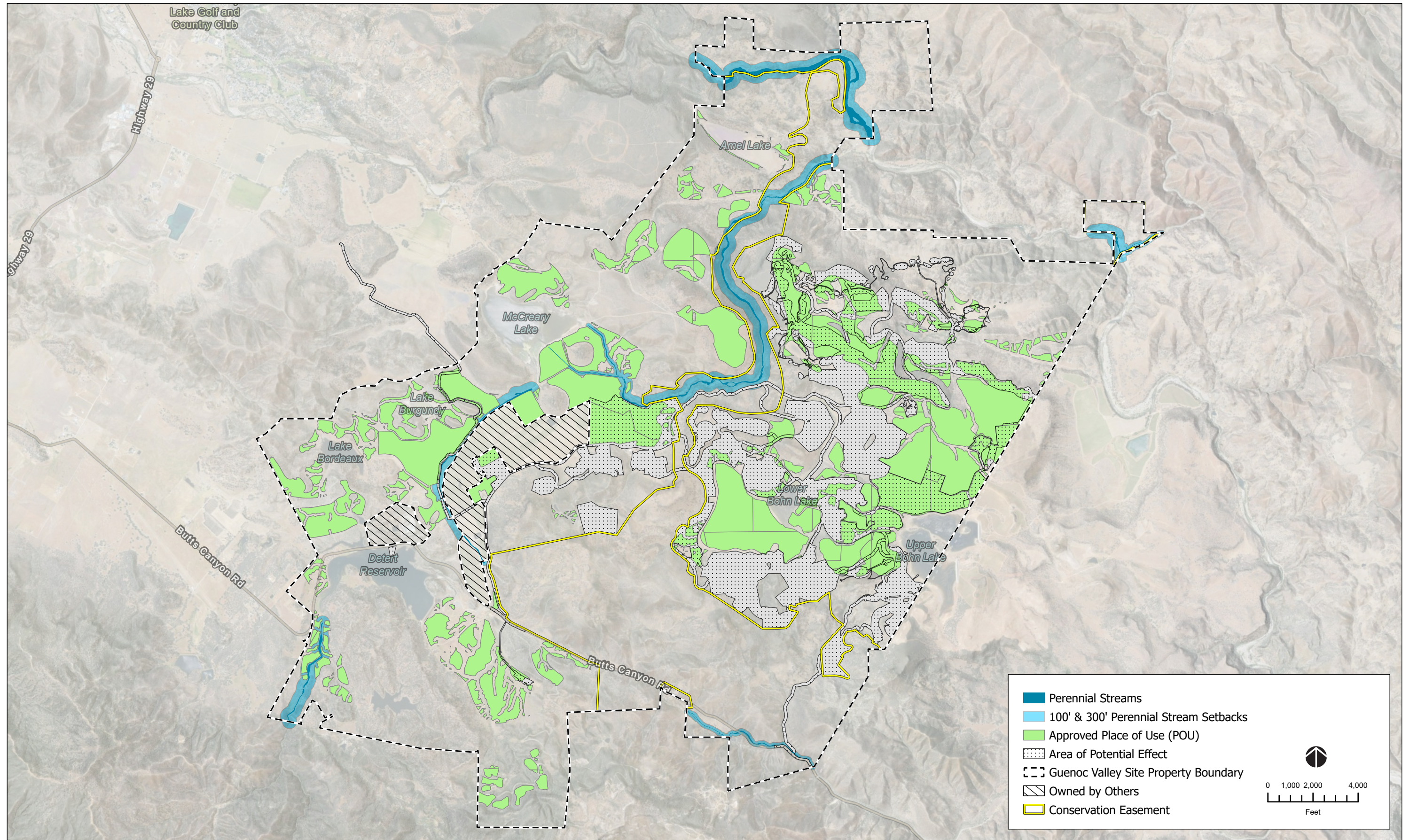
- Conservation Easement\_7-10-25\_ (3,714.5 Ac)
- Guenoc Valley Project Site
- Putah Creek Lake County
- Reservoirs
- Butts Canyon Road
- CE Current Trails
- CE Future Trails
- CE Utility Corridor





# **EXHIBIT 3**







# **EXHIBIT 4**





**DRAFT**

## **Special-status Plant Mitigation and Monitoring Plan**

**Guenoc Valley Mixed-Use Planned Development Project**

Lake County, California



**Prepared for:**

Lotusland Investment Holdings, Inc.  
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April 2025

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*Figure 7: Green Jewel-flower Modeled Habitat and Suitable Habitat Patches*

*Figure 8: Greene's Narrow-leaved Daisy Modeled Habitat and Suitable Habitat Patches*

## List of Preparers

<b>Matt Richmond</b>	Principal in Charge
<b>Rhiannon Korhummel</b>	Project Manager, Plant Biologist
<b>Scott Yarger</b>	Plant Biologist
<b>Hannah de la Calle</b>	Biologist
<b>Michael Rochelle</b>	GIS Analyst



## Definitions

Project Site (Guenoc Valley Site): The 16,000-acre Guenoc Valley Ranch property that includes the Area of Potential Effect (APE).

Area of Potential Effect (APE): The approximately 2,453-acre area of the Guenoc Valley Mixed Use Planned Development Project that may be directly impacted by Phase 1 of the proposed Project. Represents the outer perimeter within which impacts may occur. It is the area subject of the FEIR and 2025 RIR (SCH #2019049134) and subsequent mitigation measures addressed in this document.

Development Area: The entire area subject to the clearing for the development of a master planned mixed-use resort and residential community and associated infrastructure, totaling 1,202 acres.

Preservation Area: The area outside of the APE that will be placed into a protective agreement with the County. These areas are identified in the FEIR/RIR as Designated Open Space, totaling approximately 2,765 acres. However, exact location of Preservation Areas will be identified following analysis of suitable habitat. Estimated acreage for preservation for special-status plant habitat is 85.8 acres.

Planting Areas: The areas within the Preservation Area designated for planting each of the eight plant species discussed in this document. Based on potential impacts and required mitigation ratios, approximately 43 acres will be planted.

Landscape Contractor: The landscape and/or nursery staff tasked with: (1) propagule (seedling, live-cutting, seed) collection; (2) propagule propagation; (3) nursery stock maintenance and storage; (4) Planting Area preparation and irrigation; (5) planting of nursery stock; (6) assistance with As-built Report; and (7) annual maintenance of Planting Area and plants. The Landscape Contractor shall have experience with collecting, germinating, and growing native plants in natural settings for the purposes of restoration/mitigation. These roles may be separated across several entities; however, they must coordinate on respective roles noted above.

Qualified Biologist: The biologist(s) tasked with: (1) this Plan; (2) assisting Landscape Contractor with donor population identification; (3) selection of Planting Areas; (4) lead on As-built Report; and (5) annual monitoring, adaptive management recommendations, and reporting.



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## 1.0 INTRODUCTION

The Draft Special-status Plant Mitigation and Monitoring Plan (Plan) for the Guenoc Valley Mixed Use Planned Development Project (Project) has been prepared for Lotusland Investment Holdings, Inc. (Applicant) to satisfy the requirements of mitigation measures outlined in the Project's Final Environmental Impact Report (FEIR; SCH #2019049134) and Partially Revised Environmental Impact Report (PREIR) Mitigation Measure (MM) 3.4-3. The Applicant submitted the PREIR with the County of Lake for the development of a master planned mixed-use resort and residential community within a portion of the 16,000-acre Guenoc Valley Site (Project Site).

Protocol-level botanical surveys were conducted in 2017, 2018, 2020, 2022, 2023, and 2024 within the Project Site resulting in the detection of nine special-status plant species<sup>1</sup>, all of which are California Rare Plant Rank (CRPR) 1B species, one is additionally State-listed, and one is additionally a Federal-listed species. Of the nine special-status plant species, big-scale balsamroot (*Balsamorhiza macrolepis*; CRPR 1B.2) was observed in the original APE but is not within the modified APE, and therefore will be avoided.

Per MM 3.4-3, individual occurrences of special-status plants 'shall be avoided by a minimum of 20 feet when possible', and wherever 'avoidance of a special-status plant is not feasible, mitigation shall occur through transplanting or compensatory planting of in-kind species. This Plan provides a detailed procedures for transplanting and/or compensatory planting when avoidance is not feasible.

Based on the anticipated project impact areas, transplanting, topsoil salvage, or compensatory seeding will be conducted within the Project Site following mitigation measure 3.4-3 of the FEIR/ PREIR to mitigate for unavoidable impacts to the following special-status plant species:

- Keck's checkerbloom (*Sidalcea keckii*; Federal Endangered [FE], CRPR 1B.1)
- Lake County western flax (*Hesperolinon didymocarpum*; State Endangered [SE], CRPR 1B.2)
- Jepson's milk-vetch (*Astragalus rattanii* var. *jepsonianus*; CRPR 1B.2)
- Two carpellate western flax (*Hesperolinon bicarpellatum*; CRPR 1B.2)
- Colusa layia (*Layia septentrionalis*; CRPR 1B.2),
- Porter's navarretia (*Navarretia paradoxinota*; CRPR 1B.3),
- Green jewel-flower (*Streptanthus hesperidis*; CRPR 1B.2)
- Greene's narrow-leaved daisy (*Erigeron greenei*; CRPR 1B.2)

This Plan details: (1) the purpose of this Plan; (2) summary of the required mitigation; (3) existing conditions of the Project Site; (4) planting and seeding methods for each of the eight

---

<sup>1</sup> For the purposes of this Plan, special-status plants being mitigated are inclusive of California Rare Plant Rank [CRPR] 1, 2 and State or Federal-listed or candidate species. Floristic surveys conducted between 2017 and 2024 detected 23 CRPR 4 species which, due to their local, regional, and/or statewide abundance, are not considered special-status. While CRPR 4 species are not considered threatened or endangered and are not afforded federal, state or local protections, they will be avoided to the greatest extent feasible.



target species; (5) monitoring of the plantings and seedings, and evaluation of the success criteria; (6) monitoring reporting; and (7) contingency measures and responsible parties.

## 1.1 Responsible Parties

The Applicant is solely responsible for developing, implementing, maintaining, and monitoring the proposed restoration activities. This includes any potential land acquisition; property management; compliance with local, state, and federal laws and regulations; construction of capital improvements; police, and fire services; and self-governance, including public elections and taxation, if such are necessary to fulfill the obligation of this Plan.

The Applicant: Lotusland Investment Holdings, Inc.  
21000 Butts Canyon Road  
Middletown, CA 95461  
Contact: Alex Xu

The preparer of this Plan: WRA, Inc.  
2169-G East Francisco Boulevard  
San Rafael, CA 94901  
Contact: Matt Richmond

## 1.2 Plan Objective

The objective of this Plan is to satisfy mitigation measure 3.4-3 outlined in the FEIR and PREIR (RIR) to compensate for impacts to eight special-status plant species unavoidably impacted by the Project. These impacts and compensatory activities are summarized in Table 1.

Table 1: Summary of Impacts and Required Compensatory Mitigation

Impact	Compensatory Mitigation
<b>Annual Species</b>	
<b>0.03 acre of Keck's checkerbloom (<i>Sidalcea keckii</i>)</b>	<u>Mitigation Measure 3.4-3:</u> Compensate for 0.03 acre of impact at a 2:1 ratio, for a total of 0.06 acre, through transplanting or compensatory planting of in-kind species in on-site mitigation area(s). A minimum of 5 years of monitoring shall be performed with a final success criteria of 80 percent relative cover the Planting Area and of reference population. Annual reports shall be submitted each of the 5 years. Additional years of monitoring and management shall occur should mitigation fail to meet success criteria.
<b>1.59 acres of Lake County western flax (<i>Hesperolinon didymocarpum</i>)</b>	<u>Mitigation Measure 3.4-3:</u> Compensate for 1.59 acres of impact at a 2:1 ratio, for a total of 3.18 acres, through transplanting or compensatory planting of in-kind species in on-site mitigation area(s). A minimum of 5 years of monitoring shall be performed with a final success criteria 80 percent relative cover the Planting Area and of reference population . Annual reports shall be submitted each of the 5 years. Additional years of monitoring and management shall occur should mitigation fail to meet success criteria.
<b>0.07 acre of Jepson's milk-vetch (<i>Astragalus rattanii</i> var. <i>jepsonianus</i>)</b>	<u>Mitigation Measure 3.4-3:</u> Compensate for 0.07 acre of impact at a 2:1 ratio, for a total of 0.14 acre, through transplanting or compensatory planting of in-kind species in on-site mitigation area(s). A minimum of 5 years of monitoring shall be performed with a final success criteria of 80 percent relative cover the Planting Area and of reference population . Annual reports shall be submitted each of the 5 years. Additional years of monitoring and management shall occur should mitigation fail to meet success criteria.
<b>21.68 acres of two carpellate western flax</b>	<u>Mitigation Measure 3.4-3:</u> Compensate for 21.68 acres of impact at a 2:1 ratio, for a total of 43.36 acres, through transplanting or compensatory planting of in-





Impact	Compensatory Mitigation
<b>(<i>Hesperolinon bicarpellatum</i>)</b>	kind species in on-site mitigation area(s). A minimum of 5 years of monitoring shall be performed with a final success criteria of 80 percent relative cover the Planting Area and of reference population . Annual reports shall be submitted each of the 5 years. Additional years of monitoring and management shall occur should mitigation fail to meet success criteria.
<b>2.86 acres of Colusa layia (<i>Layia septentrionalis</i>)</b>	<u>Mitigation Measure 3.4-3:</u> Compensate for 2.86 acres of impact at a 2:1 ratio, for a total of 5.72 acres, through transplanting or compensatory planting of in-kind species in on-site mitigation area(s). A minimum of 5 years of monitoring shall be performed with a final success criteria of 80 percent relative cover the Planting Area and of reference population . Annual reports shall be submitted each of the 5 years. Additional years of monitoring and management shall occur should mitigation fail to meet success criteria.
<b>0.19 acre of Porter's navarretia (<i>Navarretia paradoxinota</i>)</b>	<u>Mitigation Measure 3.4-3:</u> Compensate for 0.19 acre of impact at a 2:1 ratio, for a total of 0.38 acre, through transplanting or compensatory planting of in-kind species in on-site mitigation area(s). A minimum of 5 years of monitoring shall be performed with a final success criteria of 80 percent relative cover the Planting Area and of reference population . Annual reports shall be submitted each of the 5 years. Additional years of monitoring and management shall occur should mitigation fail to meet success criteria.
<b>4.46 acres of green jewel-flower (<i>Streptanthus hesperidis</i>)</b>	<u>Mitigation Measure 3.4-3:</u> Compensate for 4.46 acres of impact at a 2:1 ratio, for a total of 8.92 acres, through transplanting or compensatory planting of in-kind species in on-site mitigation area(s). A minimum of 5 years of monitoring shall be performed with a final success criteria of 80 percent relative cover the Planting Area and of reference population . Annual reports shall be submitted each of the 5 years. Additional years of monitoring and management shall occur should mitigation fail to meet success criteria.
<b>Perennial Species</b>	
<b>0.97 acres of Greene's narrow-leaved daisy (<i>Erigeron greenei</i>)</b>	<u>Mitigation Measure 3.4-3:</u> Compensate at a 2:1 ratio for a total of 1.94 acres in on-site mitigation area(s). A minimum of 5 years of monitoring shall be performed with a final success criteria of 80 percent relative cover the Planting Area and of reference population . Annual reports shall be submitted each of the 5 years. Additional years of monitoring and management shall occur should mitigation fail to meet success criteria.



## 2.0 EXISTING CONDITIONS

The Project Site is an approximately 16,000-acre property located in unincorporated Lake County, approximately 6 miles southeast of the town of Middletown. The APE consists of 2,453 acres within the greater project site. Both the larger Project site and APE are characterized by widespread serpentine and volcanic soils experiencing relatively low rainfall and hot, dry summers; the resulting vegetation is dominated by a mix of chaparral, foothill pine woodland, and blue oak woodland, with grasslands in valley bottoms and alluvial positions. Developed areas include existing ranch roads and areas associated with existing residence and livestock facilities. As is the case with the Guenoc Valley Ranch property, many of the valley bottoms and alluvial positions throughout the region were historically converted for grazing lands, vineyards, or other agricultural uses. The expansive property contains a variety of slopes and aspects with valley bottoms, gentle and steep slopes. The topography of the Modified APE has various terrain and includes all slope aspects. Elevations range from approximately 950 to 1005 feet above sea level.

The Modified APE is characterized by widespread serpentine and volcanic soils experiencing relatively low rainfall and hot, dry summers; the resulting vegetation is dominated by a mix of chaparral, foothill pine woodland, and blue oak woodland, with grasslands in valley bottoms and alluvial positions. The offsite land use on the Comstock Ranch is agricultural/livestock grazing fields and old ranch roads, with several viticultural production areas in the surrounding south. Developed areas include existing ranch roads and areas associated with existing residence and livestock facilities. As is the case with the Guenoc Valley Ranch property, many of the valley bottoms and alluvial positions throughout the region were historically converted for grazing lands, vineyards, or other agricultural uses.

WRA has conducted botanical surveys and vegetation mapping over the Project Site from 2017 to 2025, resulting in identification of 30 land cover types within the Modified APE, including 18 terrestrial types and 12 aquatic resource types. Table 2 below summarizes and compares land cover types of Modified APE.

**Table 2: Vegetation Communities and Other Land Cover Types**

COVER TYPE	SENSITIVE STATUS	RARITY RANKING	ACRES WITHIN MODIFIED APE
<b>TERRESTRIAL / COMMUNITY LAND COVER</b>			
<b>Agriculture</b>	Non-Sensitive	Not Applicable	309.71
<b>California Yerba Santa Scrub</b>	Non-Sensitive	G5 S5	6.02
<b>Chamise Chaparral<sup>2</sup></b>	Non-Sensitive	G5 S5	242.46
<b>Developed</b>	Non-Sensitive	Not Applicable	69.95
<b>Foothill Pine Woodland</b>	Non-Sensitive	G4 S4	126.08

<sup>2</sup> Although the chamise chaparral alliance is listed as secure at the global (G5) and state (S5) levels, there may be sensitive associations within the alliance present.



COVER TYPE	SENSITIVE STATUS	RARITY RANKING	ACRES WITHIN MODIFIED APE
<b>Leather Oak Chaparral<sup>3</sup></b>	Non-Sensitive	G4 S4	169.95
<b>Non-native Annual Grasslands</b>	Non-Sensitive	GNA SNA	438.27
<b>Rock Outcrop</b>	Non-Sensitive	Not Applicable	1.98
<b>Scrub Oak Chaparral</b>	Non-Sensitive	G4 S4	31.25
<b>Whiteleaf Manzanita Chaparral<sup>4</sup></b>	Non-Sensitive	G4 S4	61.31
<b>Blue Oak Woodland</b>	Sensitive	G4 S4	481.33
<b>Blue Oak Savannah</b>	Sensitive	G4 S4	276.17
<b>Interior Live Oak Woodland</b>	Sensitive	G4 S4	170.44
<b>Musk Brush Chaparral<sup>5</sup></b>	Sensitive	Y (G3 S3)	2.84
<b>Purple Needlegrass Grassland<sup>6</sup></b>	Sensitive	G4G3 S4S3	5.69
<b>Valley Oak Woodland</b>	Sensitive	G3 S3	9.83
<b>Brewer Willow Thicket</b>	Sensitive	G3 S3	1.12
<b>Serpentine Rock Outcrop</b>	Sensitive	G3G2 S3S2	3.92
<b>AQUATIC RESOURCES</b>			
<b>Ponds/Reservoirs</b>	Sensitive	Not Applicable	9.32
<b>Perennial Stream</b>	Sensitive	Not Applicable	6.53
<b>Intermittent Stream</b>	Sensitive	Not Applicable	9.73
<b>Ephemeral Stream</b>	Sensitive	Not Applicable	21.05
<b>Ephemeral Ditch</b>	Sensitive	Not Applicable	0.78
<b>Seasonal Wetland Depressions</b>	Sensitive	Not Applicable	0.12
<b>Seasonal Wetland Ditches</b>	Sensitive	Not Applicable	0.38
<b>Seasonal Wetland Pond Fringe</b>	Sensitive	Not Applicable	1.06
<b>Seasonal Wetland Seeps/Swales</b>	Sensitive	Not Applicable	8.81

<sup>3</sup> Although the leather oak chaparral alliance is listed as apparently secure at the global (G4) and state (S4) levels, there may be sensitive associations within the alliance present such as the leather oak – chamise/Sonoma sage association.

<sup>4</sup> Although the whiteleaf manzanita chaparral alliance is listed as apparently secure at the global (G4) and state (S4) levels, there may be sensitive associations within the alliance present such as the whiteleaf manzanita – musk brush provisional association.

<sup>5</sup> This community is not described by Holland (1986), CDFW (2023), or CNPS (2024b), but may be considered part of the leather oak – musk brush provisional association and is being treated as part of the leather oak – musk brush association which is considered sensitive by the CDFW.

<sup>6</sup> Although the Nassella – Melica herbaceous alliance is listed as apparently secure at the global (G4) and state (S4) levels, purple needlegrass grasslands are considered a sensitive plant association by the CDFW (2023) and native grasslands are generally protected under CEQA; therefore, purple needlegrass grasslands are treated as sensitive.



COVER TYPE	SENSITIVE STATUS	RARITY RANKING	ACRES WITHIN MODIFIED APE
<b>Seasonal Wetland Wet Meadow</b>	Sensitive	Not Applicable	7.92
<b>Stream Fringe/In-Stream Wetland</b>	Sensitive	Not Applicable	4.12
<b>Riparian Woodland</b>	Sensitive	Not Applicable	9.71

According to the *Soil Survey of Lake County* (USDA 1989), the Modified APE is underlain by 16 soil mapping units comprised of 16 parent soil series: *Benridge variant loam, 2 to 15 percent slope*; *Sobrante-Hambright-Guenoc Complex, 30 to 50 percent slope*; *Henneke-Montara-Rock outcrop complex, 15 to 50 percent slope*; *Sobrante-Guenoc-Hambright complex, 2 to 15 percent slope*; *Kelsey fine sandy loam*; *Perkins gravelly loam, 5 to 9 percent slope*; *Benridge variant loam, 2 to 15 percent slope*; *Sobrante-Guenoc-Hambright complex 15 to 30 percent slope*; *Maxwell clay loam, 0 to 2 percent slope*; *Still loam, stratified substratum*; *Maxwell clay loam, 0 to 2 percent slope*; *Maxwell clay loam, 2 to 8 percent slopes*; *Riverwash*; *Millsholm-Bressa loams, 30 to 50 percent slope*; *Bressa-Millsholm loams, 15 to 30 percent slope*; and *Yorkville variant clay loam 2 to 8 percent slopes*. These soils are derived from a variety of rock types, predominantly serpentinite and volcanic rock.

The Modified APE experiences a Mediterranean climate, with cool, wet winters and hot, dry summers. Average annual rainfall is approximately 43 inches, as measured at the Natural Resources Conservation Service (NRCS) weather station in Middletown, approximately 3.5 miles to the west of the site. The majority of rain falls between November and March. The average annual temperature is 51 degrees Fahrenheit, as measured at the NRCS weather station in Clear Lake, approximately 10 miles to the northwest of the property. The average summer temperature (June through August) is 71 degrees Fahrenheit; the average winter temperature (December through February) is 44 degrees. Nearly all precipitation falls as rain.



## 3.0 PLANTING IMPLEMENTATION PLAN

### 3.1 Planting Areas Selection Methods

#### 3.1.1 Desktop Review

Geographic Information System (GIS) analysis for potential Planting Areas was conducted to identify suitable areas for special-status species mitigation plantings using data on the following categories:

- Elevation: in feet, derived from Lake County Light Detection and Ranging (LiDAR).
- Slope: in percent units, defining the steepness of a surface and calculated in GIS using the elevation dataset.
- Solar radiation: the amount of yearly solar that hits a surface per year in watt hours/meter<sup>2</sup>. Also calculated in GIS using the elevation dataset.
- Topographic Wetness Index (TWI): a geo-spatial index calculating the degree of likely wetness at a topographic location based on slope and flow accumulation. TWI is calculated in GIS using elevation for input and run through a custom model.
- Land cover: vegetation communities and development mapped on-site and through remote sensing.
- Serpentine soils: whether an area has serpentine influence at a location, derived from NRCS Soil Survey Geographic Database (SSURGO) data.

All six parameters were clipped to the plant survey extent where data exists for species and plant counts. The topographic factors of elevation, slope, solar radiation, and TWI were categorized in GIS into five quantiles with equal distribution. Land cover and serpentine soils are discrete datasets so no statistical calculations were needed. Plant counts were then overlaid in GIS using the intersect tool and numbers distributed into each quantile or discrete type, then the density of plant count per acre was derived. A score of 1 to 5 was then assigned based on plant density, with 1 representing the lowest density and 5 the highest. A weighted overlay for the entire property was performed on all six parameters for all eight species using the following weights: 5% elevation, 10% slope, 10% solar radiation, 5% TWI, 30% land cover, and 40% serpentine soils with the output still ranging from 1 to 5. Suitable habitat patches for each species were then extracted from the model outputs using the higher 4 to 5 range.

Out of the suitable habitat patches identified, areas that are accessible for irrigation will be prioritized, as well as areas that were previously disturbed or used for agriculture in order to restore them.

#### 3.1.2 Planting Areas Field Surveys

Protocol-level special-status plant surveys will be conducted in areas identified as suitable habitat patches to determine if any special-status plant populations are already occurring therein so they can be avoided. Areas not containing special-status plants will be further characterized according to their habitat quality and suitability for any given species evaluated in this Plan. Due to similar habitat requirements across multiple species, a potential Planting Area may be deemed by the Qualified Biologist and/or Landscape Contractor as suitable habitat for several special-status plants. If these species are known to naturally co-occur, they may be planted together.



### 3.1.3 Soil Sampling and Analysis

In addition to desktop review and botanical surveys, soil sampling and analysis may be conducted to further determine suitability for planting. This would involve collecting multiple soil samples from the potential Planting Areas and areas within the APE where special-status species are found in order to compare them. The representative samples will be sent to a soil testing laboratory for analysis on soil pH, available nutrients, texture, salinity, organic matter content, and more (Walworth 2011).

### 3.1.4 Collaboration with Experts

Due to the largescale effort of this Plan, collaboration with various experts is vital for the success of the mitigation plantings. Organizations highlighted for partnership include California Plant Rescue, a collaborative working under the Center for Plant Conservation (CPC) to collect and store seed banks of rare plants, and the California Botanic Garden, which specializes in conservation of native species through research, seed bank programs, and restoration. Experts will be consulted for seed collection protocols, storage, and propagation.

In addition to collaborating with experts, implementation of this Plan will be done in accordance with the CNPS *Policy on Mitigation Guidelines Regarding Impacts to Rare, Threatened, and Endangered Plants* (1991). Other resources that will be utilized include the CPC *Best Plant Conservation Practices to Support Species Survival in the Wild* (2019).

## 3.2 General Site Preparation and Considerations

Portions of both the Impact Area and Planting Areas shall be surveyed prior to plant/seed collection as well as plant/seed relocation. Those areas with documented special-status plant occurrences will form the locations of the survey area. All non-native species with the potential to threaten the success of the plantings/seedlings in the Planting Areas will be documented and appropriate pre-treatments will be deployed by the Landscape Contractor (Site preparation may not be necessary; surveys prior to planting/seeding will inform such a necessity). Such treatments may include any one or a combination of the following, should be targeted specifically for the invasive plant(s) at the Landscape Contractor's discretion, and shall be approved by the property owner and any stakeholder entities (i.e., CalFIRE/local fire for burning).

- **Herbicide Application:** Application of species-specific herbicides can create a rapid decline of invasive biomass. Such applications should only be conducted by Certified Pesticide Applicators and under the guidance of the Landscape Contractor and/or Qualified Biologist. Likewise, the applications should not be broadcast, but rather highly targeted to individuals and populations of undesirable plants. Careful considerations must be made for herbicide drift to ensure that native plants are not negatively affected by the application.
- **Raking:** Raking to the bare mineral soil will remove live and dead biomass (thatch) from the soil surface. As a preparation technique, raking should be conducted in spring to early summer, prior to seed set of the non-native annual herbs targeted for the preparation.
- **Mowing/Weed-whipping:** Similar to raking, mowing is intended to diminish a single-season of seed set of non-native annual herbs. Likewise, it should be conducted during the spring to early summer prior to seed set. Unlike raking, the technique increases accumulated thatch on the soil surface.
- **Solarization:** This technique relies on blanketing an area in an opaque covering (tarps, cardboard) to deprive existing herbaceous vegetation of necessary solar radiation.



Likewise, excessive heat build-up beneath the covering can desiccate some seeds in the seed bank. This technique requires application throughout the growing season.

- **Controlled Burn:** Fire can quickly eliminate standing-living, standing-dead, and laying-dead (thatch) vegetation. Likewise, it can kill some seeds on or near the soil surface. High-intensity fires can kill seeds deeper in the soil; however, such fires can sterilize the soil making re-establishment difficult without soil amendments. Approvals with CalFIRE and/or local fire departments may be necessary to conduct treatment burns.

If irrigation is recommended by the Landscape Contractor, it should be installed and supplied according to the planting technique utilized. Drip irrigation should be applied to each planting, while broadcast irrigation (i.e., sprinkler, soaker hose) should be applied to seeded areas. Irrigation will cease and be removed when the plantings/seedlings have been deemed self-sufficient. Irrigation may be deemed unnecessary by the Landscape Contractor.

### 3.3 Test Plots

In order to ensure proper Planting Area site selection has occurred, test plots may be established in various Planting Areas in advance of impacts to special-status species populations. These test plots will be seeded with their designated species, using the planting techniques outlined below, and monitored the following spring to gauge planting success and inform future planting strategies. The location and abundance of test plots will be determined based on the variability of habitats within selected Planting Areas and the construction schedule. Populations impacted in the initial phases of construction will be prioritized for test plots. If seeding in the test plots succeed, they will be counted towards the total mitigation plantings and monitored as such.

### 3.4 Annual Species Planting

#### 3.4.1 Federal-listed Species

##### **KECK'S CHECKERBLOOM (*SIDALCEA KECKII*)**

Keck's checkerbloom is an annual herb in the mallow (Malvaceae) family that blooms from April through May. It typically occurs on exposed serpentine clays in cismontane woodland or non-native valley and foothill grassland habitats at elevations ranging from 250 to 2,200 feet (CNPS 2025). This species has a serpentine affinity rank of "strong indicator" (3) (Safford et al. 2005). Keck's checkerbloom has been recorded in two locations in the northeastern portion of the APE, primarily in annual grassland or in grassy openings within chaparral and blue oak woodland. The Serpentine Habitat Assessment that WRA conducted in 2017 identified one of the locations that Keck's checkerbloom occurs in as low quality serpentine habitat, while the other location was not mapped as serpentine soils (WRA 2017). Observed associated species include small fescue (*Festuca microstachys*), California plantain (*Plantago erecta*), Cleveland's tarweed (*Hemizonia congesta* ssp. *clevelandii*), and soft chess (*Bromus hordeaceus*). It has a CRPR of 1B.2 from CNPS and is federally listed as endangered.

**Site Selection:** As noted in Table 1, at least 0.06 acre will be planted with Keck's checkerbloom in the Keck's Checkerbloom Planting Area. The Planting Area will be selected by the Landscape Contractor and/or the Qualified Biologist based on the desktop review outlined in Section 3.1 (Figure 1) and the presence of suitable site conditions to maximize survival potential. The Planting Area(s) should be areas of predominantly non-native grassland where competitive shrubs are in lower densities and may include underlying serpentine influences. Specific seed distribution areas should





avoid areas with dense natural seedling recruitment of Keck's checkerbloom, and other special-status plants. Other site selection criteria should consider accessibility, rock and soil characters, aspect, and slope.

**Plant Selection:** It is recommended that the Landscape Contractor deploy one or both of the following proposed collection methods: (1) seed collection and redistribution; and (2) topsoil salvaging and redistribution. Keck's checkerbloom seeds typically mature in May (USFWS 2012). Seed collection will require collecting mature fruits (i.e., when they have separated into fruit segments) in late May to early June. If seeds have already dropped into the soil, it may be necessary to collect the upper 3 inches of topsoil at existing populations within the Impact Area and redistribute seeds and/or soil in suitable areas within the Planting Area.

**Planting:** As noted, topsoil and/or seeds will be collected from existing populations in the Impact Area and redistributed to the Planting Area. Soil and/or seed collection should be done by hand, though soil salvaging may deploy light equipment such as a skid steer or small backhoe. The soil and seed should be collected in early summer and immediately transported to the donor site. Collected soil should be lightly blended with donor site soil but no deeper than 3 inches. Prior to distribution, the donor site shall be surveyed to ensure that the soil/seed relocation will not impact Keck's checkerbloom or other special-status plants but will be sited in suitable habitat.

### 3.4.2 State-listed Species

#### LAKE COUNTY WESTERN FLAX (*HESPEROLINON DIDYMOCARPUM*)

Lake County western flax is an annual forb in the flax family (Linaceae) that blooms from May through July. It typically occurs on serpentine substrates in chaparral, cismontane woodland, and valley and foothill grassland habitats at elevations ranging from 1,070 to 1,190 feet (CNPS 2025, CDFW 2025). This species has a serpentine affinity rank of "strict endemic" (6.2) (Safford et al. 2005). Lake County western flax is known from fewer than 10 occurrences, all of which occur in the Big Canyon Creek area near Middletown, Lake County (CNPS 2025, McCarten 1988). In the APE, this species occurs in burned and unburned chaparral habitat on rocky, serpentine substrates. Observed associated species include small fescue, woolly sunflower (*Eriophyllum lanatum*), leather oak (*Quercus durata*), yerba santa (*Eriodictyon californicum*), common hareleaf (*Lagophylla ramosissima*), and common soaproot (*Chlorogalum pomeridianum* var. *pomeridianum*). It has a CRPR of 1B.2 from CNPS and is State listed as endangered.

**Site Selection:** As noted in Table 1, at least 3.18 acres will be planted with Lake County western flax forbs in the Lake County Western Flax Planting Area. The Planting Area will be selected by the Landscape Contractor and/or the Qualified Biologist based on the desktop review outlined in Section 3.1 (Figure 2) and the presence of suitable site conditions to maximize survival potential. The Planting Area(s) should be areas with serpentine soils and predominantly chaparral habitat. Specific seed distribution areas should avoid areas with dense natural seedling recruitment of western flax and other special-status plants. Other site selection criteria should consider accessibility, rock and soil characters, aspect, and slope.

**Plant Selection:** Due to the annual phenology of this species, a single selection method is proposed: collection of the upper 3 inches of topsoil at existing populations within the Impact Area and redistributed in suitable areas within the Planting Area. Seeds mature in





early to mid-summer and are very small. Overall, these plants are small and delicate, making seed bagging impractical.

**Planting:** As noted, topsoil will be collected from existing populations in the Impact Area and redistributed to the Planting Area. Soil collection should be by hand but may deploy light equipment such as a skid steer or small backhoe. The soil should be collected in summer or early fall and immediately transported to the donor site. Prior to distribution, the donor site shall be surveyed to ensure that the soil relocation will not impact Lake County western flax or other special-status plants but will be sited in suitable habitat.

### 3.4.3 Additional Special-status Plants

#### **JEPSON'S MILK-VETCH (*ASTRAGALUS RATTANII* VAR. *JEPSONIANUS*)**

Jepson's milk-vetch is an annual herb in the pea family (Fabaceae) that blooms from March to June, with peak blooming in April (CCH2 2025). It typically occurs in chaparral, cismontane woodland, and valley and foothill grassland, often on serpentine substrate, at elevations ranging from 970 to 2,300 feet (CNPS 2025a). This species has a serpentine affinity rank of "broad endemic/strong indicator" (4.3) (Safford et al. 2005). In the APE, populations of Jepson's milk-vetch are situated in serpentine wetland swales primarily along Butts Canyon Road. Occurrences of this species have noted it often occurs in mesic meadows adjacent to chaparral habitat on soils with clay and/or serpentine influences (CCH2 2025). Documented associated genera include *Acmispon* (e.g., *Acmispon wrangelianus*), *Trifolium* (e.g., *Trifolium fucatum*), *Castilleja* (e.g., *Castilleja rubicundula* ssp. *rubicundula*), and other grassland species (CCH2 2025). It has a California Rare Plant Rank (CRPR) of 1B.2 from CNPS, but no other formal listing.

**Site Selection:** As noted in Table 1, at least 0.14 acre will be planted with Jepson's milk-vetch in-kind replacement plantings in the Jepson's milk-vetch Planting Area. The Planting Area will be selected by the Landscape Contractor and/or the Qualified Biologist based on the desktop review outlined in Section 3.1 (Figure 3) and the presence of suitable site conditions to maximize survival potential. The Planting Area(s) will be selected based on the presence of serpentine and/or clay soils and predominantly grassland habitat where competitive shrubs are in lower densities than other natural communities in the Project Site. Specific Planting Areas should avoid areas with dense natural seedling recruitment of Jepson's milk-vetch, and other special-status plants. Other site selection criteria should consider accessibility, parent rock and soil characteristics, aspect, and slope.

**Plant Selection:** It is recommended that the Landscape Contractor deploy one or more of the following proposed collection methods: (1) seed collection, germination, and growing out; (2) seed collection and redistribution; and (3) top soil salvaging and redistribution. Jepson's milk-vetch seed typically mature in early summer.

Seed collection will require collecting mature fruits (when dried and potentially falling off of the plant) in early to mid-summer (CNPS 2018). If seeds will be grown out, the fruits should be taken to local native plant nursery to prepare and germinate the seeds. Seedlings should be kept at the nursery until they reach size viable enough for transplanting.

Topsoil salvaging will involve the collection of the upper 3 inches of topsoil at existing populations within the Impact Area and redistribution in suitable areas within the Planting Area.



**Planting:** If nursery-grown individuals will be planted, it should be anticipated that attrition of transplanted Jepson's milk-vetch may occur. While the 80 percent success criteria accounts for this potential, the Landscape Contractor should consider growing and planting more than what would be necessary to cover the 0.14 acre of mitigation plantings required.

If soil and/or seed salvaging and redistribution methods will be used, topsoil collection should be done by hand but may deploy light equipment such as a skid steer or small backhoe. As noted, the soil and/or seeds should be collected in early to mid-summer and immediately transported to the donor site. Prior to distribution, the donor site shall be surveyed to ensure that the soil relocation will not impact Jepson's milk-vetch or other special-status plants but will be sited in suitable habitat.

## **TWO CARPELLATE WESTERN FLAX (*HESPEROLINON BICARPELLATUM*)**

Two-carpellate western flax is an annual forb in the flax family (Linaceae) that blooms from May through July. It typically occurs on serpentine substrates in chaparral habitat at elevations ranging from 195 to 3,270 feet (CNPS 2025, CDFW 2025). This species has a serpentine affinity rank of strict endemic (6.2) (Safford et al. 2005). In the APE, two carpellate western flax occurs on serpentine substrate in grassland/chaparral interface, adjacent to existing ranch roads or in chaparral. Observed associated species include small fescue, woolly sunflower, leather oak, chamise (*Adenostoma fasciculatum*), and Sonoma lessingia (*Lessingia ramulosa*). It has a CRPR of 1B.2 from CNPS, but no other formal listing.

**Site Selection:** As noted in Table 1, at least 43.36 acres will be planted with two carpellate western flax forbs in the Two Carpellate Western Flax Planting Area. The Planting Area will be selected by the Landscape Contractor and/or the Qualified Biologist based on the desktop review outlined in Section 3.1 (Figure 4) and the presence of suitable site conditions to maximize survival potential. The Planting Area(s) should be areas with serpentine soil and predominantly chaparral and grassland habitats. Specific seed distribution areas should avoid areas with dense natural seedling recruitment of western flax, and other special-status plants. Other site selection criteria should consider accessibility, rock and soil characters, aspect, and slope.

**Plant Selection:** Due to the annual phenology of this species, a single selection method is proposed: collection of the upper 3 inches of topsoil at existing populations within the Impact Area and redistributed in suitable areas within the Planting Area. Seeds mature in early to mid-summer and are very small. Overall, these plants are small and delicate, making seed bagging impractical.

**Planting (Soil Distribution):** As noted, topsoil will be collected from existing populations in the Impact Area and redistributed to the Planting Area. Soil collection should be by hand but may deploy light equipment such as a skid steer or small backhoe. The soil should be collected in summer or early fall and immediately transported to the donor site. Prior to distribution, the donor site shall be surveyed to ensure that the soil relocation will not impact two carpellate western flax or other special-status plants but will be sited in suitable habitat.

## **COLUSA LAYIA (*LAYIA SEPTENTRIONALIS*)**

Colusa layia is an annual forb in the sunflower family (Asteraceae) that blooms from April through May. It typically occurs in openings and herbaceous areas underlain by serpentine



substrates within chaparral, cismontane woodland, and valley and foothill grassland habitats at elevations ranging from 330 to 3,595 feet (CNPS 2025, CDFW 2025). This species has a serpentine affinity rank of “strong indicator” (3.2) (Safford et al. 2005). In the APE, Colusa layia occurs within, and occasionally at the edges of, blue oak woodland on sloping to flat terrain, typically in areas that were unburned or experienced low-intensity burns during the 2015 Valley Fire. Observed associated species include blue oak (*Quercus douglasii*), Italian thistle (*Carduus pycnocephalus* ssp. *pycnocephalus*), blue dicks (*Dichelostemma capitatum*), and several species of non-native annual grasses. It has a CRPR of 1B.2 from CNPS, but no other formal listing.

Site Selection: As noted in Table 1, at least 5.72 acres will be planted with Colusa layia forbs in the Colusa Layia Planting Area. The Planting Area will be selected by the Landscape Contractor and/or the Qualified Biologist based on the desktop review outlined in Section 3.1 (Figure 5) and the presence of suitable site conditions to maximize survival potential. The Planting Area(s) should be areas of predominantly blue oak woodland, ideally in areas that are serpentine-influenced to exclude competition. Specific seed distribution areas should avoid areas with dense natural seedling recruitment of Colusa layia, and other special-status plants. Other site selection criteria should consider accessibility, rock and soil characters, aspect, and slope.

Plant Selection: It is recommended that the Landscape Contractor deploy one or both of the following proposed collection methods: (1) seed collection and redistribution; and (2) topsoil salvaging and redistribution. Seeds mature in May and include pappus that aid in wind dispersal. Overall, these plants are small and delicate, making seed bagging impractical. Seed collection will require collecting mature fruits from inflorescences, which typically have individual flowers go to seed at the same time, in May. If seeds have already fallen off of the inflorescence, it may be necessary to collect the upper 3 inches of topsoil at existing populations within the Impact Area and redistribute seeds and/or soil in suitable areas within the Planting Area.

Planting: As noted, topsoil and/or seeds will be collected from existing populations in the Impact Area and redistributed to the Planting Area. Soil and/or seed collection should be done by hand, though soil salvaging may deploy light equipment such as a skid steer or small backhoe. The soil and seed should be collected in early summer and immediately transported to the donor site. Prior to distribution, the donor site shall be surveyed to ensure that the soil/seed relocation will not impact Colusa layia or other special-status plants but will be sited in suitable habitat.

#### **PORTER'S NAVARRETIA (*NAVARRETIA PARADOXINOTA*)**

Porter's navarretia is an annual forb in the Phlox family (Polemoniaceae) that blooms May through June. It typically occurs in openings, serpentine substrates, and vernal mesic areas within meadows and seeps at elevations ranging from 540 to 2755 feet elevation (CNPS 2025). This species has a serpentine affinity rank of “strict endemic” (6) (Safford et al. 2005). In the APE, populations of Porter's navarretia are situated in wetlands along Butts Canyon Road and around lake margins. It has a CRPR of 1B.3 from CNPS, but no other formal listing.

Site Selection: As noted in Table 1, at least 0.38 acre will be planted with Porter's navarretia forbs in the Porter's Navarretia Planting Area. The Planting Area will be selected by the Landscape Contractor and/or the Qualified Biologist based on the desktop review outlined in Section 3.1 (Figure 6) and the presence of suitable site conditions to maximize survival potential. The Planting Area(s) will be selected based on



the presence of serpentine soil and predominantly mesic conditions, including in seasonal wetlands and around lake margins. Specific seed distribution areas should avoid areas with dense natural seedling recruitment of Porter's navarretia, and other special-status plants. Other site selection criteria should consider accessibility, rock and soil characters, aspect, and slope.

**Plant Selection:** Due to the annual phenology of this species and small seed size, a single selection method is proposed: collection of the upper 3 inches of topsoil at existing populations within the Impact Area and redistributed in suitable areas within the Planting Area. Seeds mature in early to mid-summer and are very small.

**Planting:** As noted, topsoil will be collected from existing populations in the Impact Area and redistributed to the Planting Area. Soil collection should be by hand but may deploy light equipment such as a skid steer or small backhoe. The soil should be collected in summer or early fall and immediately transported to the donor site. Prior to distribution, the donor site shall be surveyed to ensure that the soil relocation will not impact Porter's navarretia or other special-status plants but will be sited in suitable habitat.

### **GREEN JEWEL-FLOWER (*STREPTANTHUS HESPERIDIS*)**

Green jewel-flower is an annual forb in the mustard family (Brassicaceae) that blooms from May through July. It typically occurs in openings of brushy wooded areas underlain by serpentine substrates in chaparral and cismontane woodland habitat at elevations ranging from 420 to 2,470 feet (CNPS 2025, CDFW 2025). This species has a serpentine affinity rank of "strict endemic" (6.1) (Safford et al. 2005). In the APE, green jewel-flower occurs in burned and unburned, often sparsely vegetated rocky areas in chaparral on serpentine substrates. It has a CRPR of 1B.3 from CNPS, but no other formal listing.

**Site Selection:** As noted in Table 1, at least 8.92 acres will be planted with green jewel-flower forbs in the Green Jewel-flower Planting Area. The Planting Area will be selected by the Landscape Contractor and/or the Qualified Biologist based on the desktop review outlined in Section 3.1 (Figure 7) and the presence of suitable site conditions to maximize survival potential. The Planting Area(s) will be selected based on the presence of serpentine soil and sparsely vegetated chaparral habitat. Specific seed distribution areas should avoid areas with dense natural seedling recruitment of green jewel-flower, and other special-status plants. Other site selection criteria should consider accessibility, rock and soil characters, aspect, and slope.

**Plant Selection:** It is recommended that the Landscape Contractor deploy one or more of the following proposed collection methods: (1) seed collection, germination, and growing out; (2) seed collection and redistribution; and (3) top soil salvaging and redistribution. Seeds mature in mid-summer to early fall.

Seed collection will require collecting mature fruits in late summer to early fall. If seeds will be grown out, the fruits should be taken to local native plant nursery to prepare and germinate the seeds. Seedlings should be kept at the nursery until they reach size viable for transplanting.

Topsoil salvaging will involve the collection of the upper 3 inches of topsoil at existing populations within the Impact Area and redistribution in suitable areas within the Planting Area.



**Planting:** If nursery-grown individuals will be planted, it should be anticipated that attrition of transplanted Jepson's milk-vetch may occur. While the 80 percent success criteria accounts for this potential, the Landscape Contractor should consider growing and planting more than what would be necessary to cover the 8.92 acres of mitigation plantings required.

If soil and/or seed salvaging and redistribution methods will be used, topsoil collection should be done by hand but may deploy light equipment such as a skid steer or small backhoe. As noted, the soil and/or seeds should be collected in late summer or early fall and immediately transported to the donor site. . Prior to distribution, the donor site shall be surveyed to ensure that the soil relocation will not impact green jewel-flower vetch or other special-status plants but will be sited in suitable habitat.

### 3.5 Perennial Species Plantings

#### GREENE'S NARROW-LEAVED DAISY (*ERIGERON GREENEI*)

Greene's narrow-leaved daisy is a perennial forb in the sunflower family (Asteraceae) that blooms from May to September. It typically occurs on rocky substrate derived from volcanics or serpentine within shrubby vegetation in chaparral habitat at elevations ranging from 260 to 3,270 feet (CDFW 2025, CNPS 2025). This species has a serpentine affinity rank of strict endemic (5.7) (Safford et al. 2005); however, this species has been documented from volcanic substrates as well. In the APE, Greene's narrow-leaved daisy occurs in rocky, sloped, burned and unburned chaparral habitat, usually on serpentine substrate. Observed associated species include leather oak, yerba santa, woolly sunflower, green monardella (*Monardella viridis*), and small fescue. It has a CRPR of 1B.2 from CNPS, but no other formal listing.

**Site Selection:** As noted in Table 1, at least 506 green narrow-leaved daisy forbs will be planted in the Greene's Narrow-leaved Daisy Planting Area. The Planting Area(s) will be selected by the Landscape Contractor and/or the Qualified Biologist based on the desktop review outlined in Section 3.1 (Figure 8) and the presence of suitable site conditions to maximize survival potential. The Planting Area(s) should be areas with serpentine soil and predominantly chaparral habitat. Specific Planting Areas should avoid areas with dense natural seedling recruitment of Greene's narrow-leaved daisy, and other special-status plants. Other site selection criteria should consider accessibility, rock and soil characters, aspect, and slope.

**Plant Selection:** There are three selection methods that can be deployed: (1) propagate seeds and plant, (2) collect seeds and redistribute; and/or (3) collect and propagate woody caudex. It is recommended that the Landscape Contractor deploy a mix of strategies to maximize the potential for successful recruitment. Alternatively, it may be necessary to access Greene's narrow-leaved daisy from existing nursery stock; if so, it should be local stock and certified pest free.

Greene's narrow-leaved daisy seeds mature in late summer through early fall; therefore, they should be bagged in mid-summer to capture the seeds. If seeds will be grown out, the fruits should be taken to local native plant nursery to prepare and germinate the seeds. Seedlings should be kept at the nursery until they reach size viable for transplanting.

If accessible, the woody caudex of individual plants can be harvested and propagated for transplantation. The caudex should be harvested after senescence in early autumn



and tended in a nursery until they reach a size sufficient for planting to be determined by the Landscape Contractor.

The Landscape Contractor shall take all reasonable measures to prevent soil pathogens (e.g., phytophthora) in nursery stock.

**Planting:** As noted, at least 506 individuals shall be planted within the Planting Area and success criteria after 5 years of monitoring shall be 80 percent. Attrition of transplanted Greene's narrow-leaved daisy should be anticipated, and while the 80 percent success criteria accounts for this potential, the Landscape Contractor should consider growing and planting greater than 506 individuals.

Donor holes should be selected in areas away from other large shrubs and trees to prevent competition; non-special-status plants should be cleared within one to three feet around the donor hole. Holes should be dug by hand if possible and sized appropriate to the donor plants. Use of mechanical equipment is unlikely to be necessary given the small size of these plants. Immediate hand irrigation and organic fertilizer application may be applied if the Landscape Contractor deems it appropriate. Seasonal irrigation should be limited to abnormally dry periods in late fall through spring; no irrigation is recommended in periods of 85 degrees Fahrenheit and above. As noted above, planting should occur in spring when there is higher soil moisture and cool to warm temperatures. Mulch and/or weed mats can be applied around larger plants if deemed beneficial by the Landscape Contractor.

### **3.6 Maintenance Specifications**

Maintenance activities in the Planting Areas during the 5-year monitoring period following planting will include the following tasks as needed: (1) erosion control and repair should such be evident; (2) inspection for signs of vandalism or other disturbance by people or wildlife; and (3) inspections for colonization of problematic non-native plants and actions to control their spread. Removal of non-native species in the Planting Areas will be conducted as needed and recommended in the annual Monitoring Report(s). Removal of non-native species should be conducted by the Landscape Contractor/Qualified Biologist, and/or under their guidance.

### **3.7 As-built Conditions**

A report outlining the as-built conditions of the Planting Areas will be prepared and submitted to the County of Lake after the Plan final implementation. The final implementation may be in phases considering the different timing of the planting/seeding for each of the subject species. The report will document the final layout of the plantings, the general boundaries of existing seedlings (i.e., Greene's narrow-leaved daisy), and general boundaries of the topsoil application (i.e., annual special-status species). The total number of each planted species shall be tallied and a record of such included in the as-built letter report. The as-built report will also provide a figure of photo-points to be revisited during the monitoring period.





## 4.0 MONITORING METHODS AND SUCCESS CRITERIA

Monitoring of the Planting Areas will occur each year over a five-year period beginning the first full year following the completion of planting/seeding. Data will be collected during each monitoring visit to assess the successful establishment of the plantings, and germination of the native herbs/forbs.

Monitoring and success criteria will include the use of reference sites of existing populations for each species. The purpose of the reference sites is to show mitigation plantings reflect native population cover and seasonal variability.

The following success criteria should be used as a guide through the monitoring period with the final year (Year 5) success criteria the required goal to determine completion as given in the FEIR. If final performance criteria are not met by the end of Year 5, the Landscape Contractor/Qualified Biologist should determine if a contingency monitoring plan, including remediation efforts, should be put into place until final performance criteria are met.

### YEAR 1

- Cover of Green's narrow-leaved daisy, Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 60 percent relative cover of their individual required mitigation areas.
- Cover of Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 80 percent relative cover of their reference sites.
- Invasive plants on the California Invasive Plant Council (Cal-IPC) High list exclusive of non-native annual grasses will not exceed 5 percent cover within the Planting Areas.

### YEAR 2

- Cover of Green's narrow-leaved daisy, Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 65 percent relative cover of their individual required mitigation areas.
- Cover of Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 80 percent relative cover of their reference sites.
- Invasive plants on the California Invasive Plant Council (Cal-IPC) High list exclusive of non-native annual grasses will not exceed 5 percent cover within the Planting Areas.

### YEAR 3

- Cover of Green's narrow-leaved daisy, Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 70 percent relative cover of their individual required mitigation areas.
- Cover of Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 80 percent relative cover of their reference sites.





- Invasive plants on the California Invasive Plant Council (Cal-IPC) High list exclusive of non-native annual grasses will not exceed 5 percent cover within the Planting Areas.

#### YEAR 4

- Cover of Green's narrow-leaved daisy, Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 75 percent relative cover of their individual required mitigation areas.
- Cover of Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 80 percent relative cover of their reference sites.
- Invasive plants on the California Invasive Plant Council (Cal-IPC) High list exclusive of non-native annual grasses will not exceed 5 percent cover within the Planting Areas.

#### YEAR 5

- 
- Cover of Green's narrow-leaved daisy, Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 80 percent relative cover of their individual required mitigation areas.
- Cover of Keck's checkerbloom, Lake County western flax, Jepson's milk-vetch, two carpellate western flax, Colusa layia, Porter's navarretia, and green jewel-flower will each meet or exceed 80 percent relative cover of their reference sites.
- Invasive plants on the California Invasive Plant Council (Cal-IPC) High list exclusive of non-native annual grasses will not exceed 5 percent cover within the Planting Areas.

Monitoring should be performed by a Qualified Biologist, Landscape Contractor, or similar, with experience in vegetation monitoring. Monitoring of planted species will consist of traversing the entirety of the Planting Area and documenting cover of the planted forbs.

Monitoring will involve establishing permanent plots within the Planting Area. The size and number of plots per Planting Area will be determined based on the extent of the seeding efforts.

Percent absolute cover each plant species, including target plant species, within the plot will be visually estimated. The cover data will then be extrapolated across the entire Planting Area to determine an extrapolated cover of target species.. Concurrently, the entire Planting Area will be traversed to conduct a releve census of the target species to correlate those data collected at each plot.

A releve census of the reference site population will be conducted to compare to mitigation plot data.

Several permanent photo-points will be established for the Planting Areas to provide visual documentation of the progress of plantings/seedings. Photo monitoring will be conducted each monitoring year from these established photo-points. The photo-points will be numerous enough and located such that each Planting Area is visually represented.

Representative photos will be taken at reference site populations to provide visual documentation of seasonal population conditions.



Surveying for the presence of invasive exotic plant species will be conducted throughout each Planting Area concurrent with the abovementioned revegetation. Terrestrial weeds identified on the Cal-IPC list as “High” and/or those exotic plants that pose a substantive threat to the plantings/seedlings, will be controlled if observed in excess of 5 percent absolute cover or appear to be posing a substantive threat to the Planting Area.



## 5.0 MAINTENANCE DURING MONITORING PERIOD

If annual or final success criteria are not met, the Applicant and/or their agent(s) will prepare an analysis of the cause(s) of failure and, if determined necessary by the County of Lake and the Applicant, propose remedial action. The Applicant will be responsible at that time for reasonably funding the contingency procedures necessary for completion of the mitigation detailed in this Plan.

After implementation, weed maintenance will focus on invasive species with a Cal-IPC rating of “High” and/or those exotic plants that pose a substantive threat to the plantings/seedlings. Weed removal activities will be conducted using methods specifically identified as effective for those target species. Surveying for the presence of invasive plants will occur once per year concurrent with the overall monitoring. Removal by hand will occur opportunistically wherever these species are observed in the Planting Areas by monitoring Qualified Biologist; however, this not intended to be a replacement for intensive management of invasive plants by the Landscape Contractor if deemed necessary.



## 6.0 MONITORING REPORTS

### 6.1 As-built Plans

As noted above, an as-built report will be drafted and submitted to the County of Lake after the final plantings/seedings. The report will note the number, size, and approximate relative location of each planting. Additionally, the report will illustrate the approximate boundaries naturally emergent seedlings and the boundaries of the seeding and topsoil application. These will provide the baseline for the monitoring period.

### 6.2 Annual Reports

Annual reports will be prepared that discuss monitoring methods and results. Reports may be prepared by the Applicant and/or their agent(s). Full annual reports will be provided for each monitoring year, which will be submitted to Lake County by January 31st of each monitoring year. A Qualified Biologist with experience in vegetation monitoring will supervise the report preparation. These reports will assess progress in meeting success criteria and identify any problems with sedimentation, vandalism, and/or other general causes of poor survival or degradation. If necessary, recommendations or improvements based on adaptive management will be made and confirmed with Lake County, to ensure the success criteria are met during the monitoring period. Such recommendations may include supplemental planting/seeding, aggressive invasive species removal, irrigation/fertilizer application, etc.

### 6.3 Notification of Completion

Upon completion of the final year (Year 5) of monitoring, a final report will be provided to Lake County detailing the results of the final year of monitoring. If the Planting Area has met the success criteria outlined in Section 4.0 and established during the baseline data collection by the end of the five-year period, then the proposed action in the final report will be for no further actions. If the Planting Area has not met the success criteria outlined in Section 4.0 by the end of the five-year period, then that year's report may recommend additional corrective measures and/or extending the monitoring period followed by another annual report and notification of completion the following year. When the Planting Area has met the success criteria outlined in Section 4.0 or revised criteria agreed to by Lake County, the Applicant will submit a signed Notice of Completion to Lake County to confirm successful completion of the oak planting effort.



## 7.0 ADAPTIVE LONG-TERM MANAGEMENT PLAN

The property holder of the fee title is responsible for long-term management of the entire Preservation Area. Long-term maintenance activities may include but are not limited to replanting, invasive species controls, and trash cleanup to ensure the continued functionality and health of the restoration activities described in this Plan. The entire Preservation Area will be subject to a deed restriction or similar scheme agreed to between the property owner and Lake County to protect the entire Preservation Area from development in perpetuity.



## 8.0 REFERENCES

- CCH2 2025** Consortium of California Herbaria 2 (CCH2). 2025. CCH2 Portal. Online at: <http://cch2.org/portal/index.php>; most recently accessed: April 2025.
- CDFW 2025** California Department of Fish and Wildlife (CDFW). 2025. California Natural Diversity Database (CNDDB), Wildlife and Habitat Data Analysis Branch. Sacramento, CA. Accessed: April 2025.
- CNPS 1991** California Native Plant Society (CNPS). 1991. Policy on Mitigation Guidelines Regarding Impacts to Rare, Threatened, and Endangered Plants. California Native Plant Society Rare Plant Scientific Advisory Committee. Revised: April 1998.
- CNPS 2018** California Native Plant Society (CNPS). 2018. *Astragalus rattanii* var. *jepsonianus* profile for potential Species of Conservation Concern evaluation. January 18. Online at: <https://rareplantfiles.cnps.org/scc/AstragalusRattaniiJepsonianusSpProfileSCC20180118.pdf>.
- CNPS 2025** California Native Plant Society (CNPS). 2025. Rare Plant Inventory (online edition, v9.5). Sacramento, California. Online at: <http://rareplants.cnps.org/>; most recently accessed: April 2025.
- CPC 2019** Center for Plant Conservation (CPC). 2019. CPC Best Plant Conservation Practices to Support Species Survival in the Wild. Center for Plant Conservation, Escondido, CA.
- Safford et al. 2005** Safford, H.D., Viers, J.H., and Harrison, S.P. 2005. Serpentine Endemism in the California Flora: A Database of Serpentine Affinity. Madroño, California Botanical Society, Northridge, CA. Vol 52(4): 222-257.
- USFWS 2012** United States Fish and Wildlife Service (USFWS). 2012. *Sidalcea keckii* (Keck's Checkermallow) 5-Year Review: Summary and Evaluation. Sacramento, California. June.
- Walworth 2011** Walworth, James. 2011. Soil Sampling and Analysis. University of Arizona Cooperative Extension, Tucson, AZ. October.
- WRA 2017** WRA, Inc. (WRA). 2017. Serpentine Habitat Assessment for Guenoc Valley Phase 1. Prepared for Alex Xu, Lotus Investment Holdings, Inc. September 11.



## APPENDIX A. FIGURES








**Figure 1.**  
**Keck's checkerbloom**  
**Modeled Habitat and Suitable**  
**Habitat Patches**

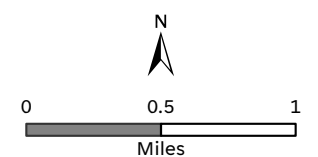
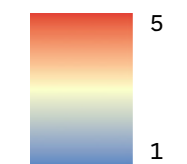
Special-status Plant Mitigation  
 and Monitoring Plan

Guenoc Valley Mixed-Use  
 Planned Development Project  
 Lake County, California

-  Property Boundary
-  Plant Mitigation Areas
-  Suitable Habitat Patches - 43.80 ac.

**Species Habitat Suitability Model**

Value








**Figure 2.**  
**Lake County western flax**  
**Modeled Habitat and Suitable**  
**Habitat Patches**

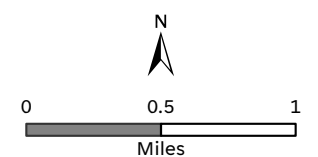
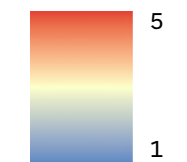
Special-status Plant Mitigation  
 and Monitoring Plan

Guenoc Valley Mixed-Use  
 Planned Development Project  
 Lake County, California

-  Property Boundary
-  Plant Mitigation Areas
-  Suitable Habitat Patches -  
757.40 ac.

**Species Habitat Suitability Model**

Value








**Figure 3.**  
**Jepson's milkvetch Modeled**  
**Habitat and Suitable**  
**Habitat Patches**

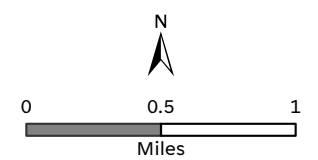
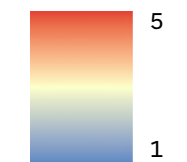
Special-status Plant Mitigation  
 and Monitoring Plan

Guenoc Valley Mixed-Use  
 Planned Development Project  
 Lake County, California

-  Property Boundary
-  Plant Mitigation Areas
-  Suitable Habitat Patches - 53.24 ac.

**Species Habitat Suitability Model**

Value








**Figure 4.**  
**Two carpellate western flax**  
**Modeled Habitat and Suitable**  
**Habitat Patches**

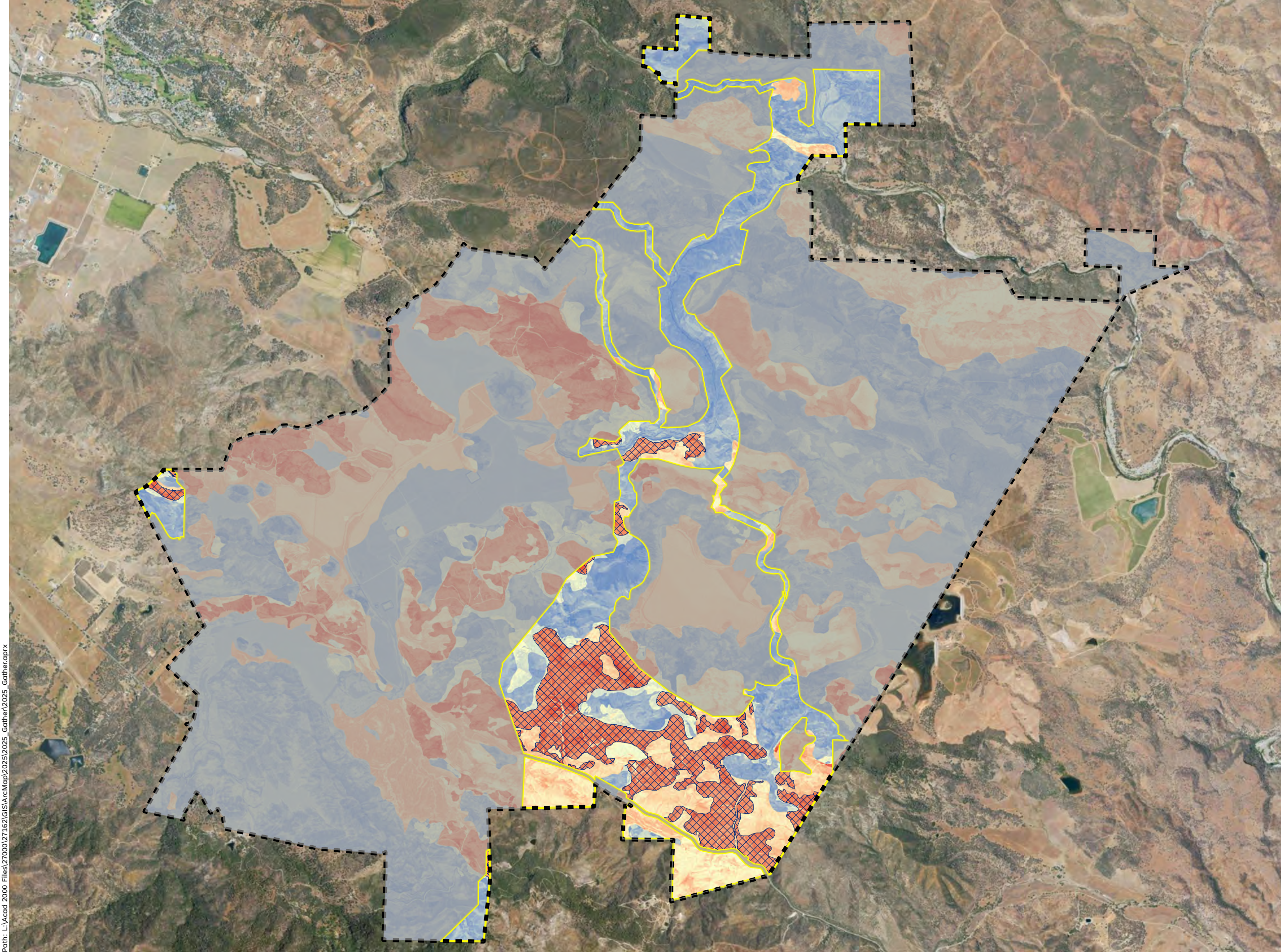
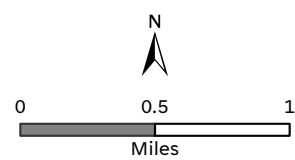
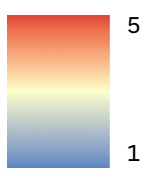
Special-status Plant Mitigation  
and Monitoring Plan

Guenoc Valley Mixed-Use  
Planned Development Project  
Lake County, California

-  Property Boundary
-  Plant Mitigation Areas
-  Suitable Habitat Patches -  
757.40 ac.

**Species Habitat Suitability Model**

Value






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**Figure 5.**  
**Colusa layia Modeled**  
**Habitat and Suitable**  
**Habitat Patches**

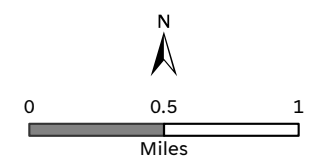
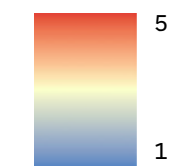
Special-status Plant Mitigation  
 and Monitoring Plan

Guenoc Valley Mixed-Use  
 Planned Development Project  
 Lake County, California

-  Property Boundary
-  Plant Mitigation Areas
-  Suitable Habitat Patches - 829.86 ac.

**Species Habitat Suitability Model**

Value



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


Sources: NRCS NAIP 2022 Aerial, WRA | Prepared By: rochelle, 4/25/2025



**Figure 6.**  
**Porter's navarretia**  
**Modeled Habitat and Suitable**  
**Habitat Patches**

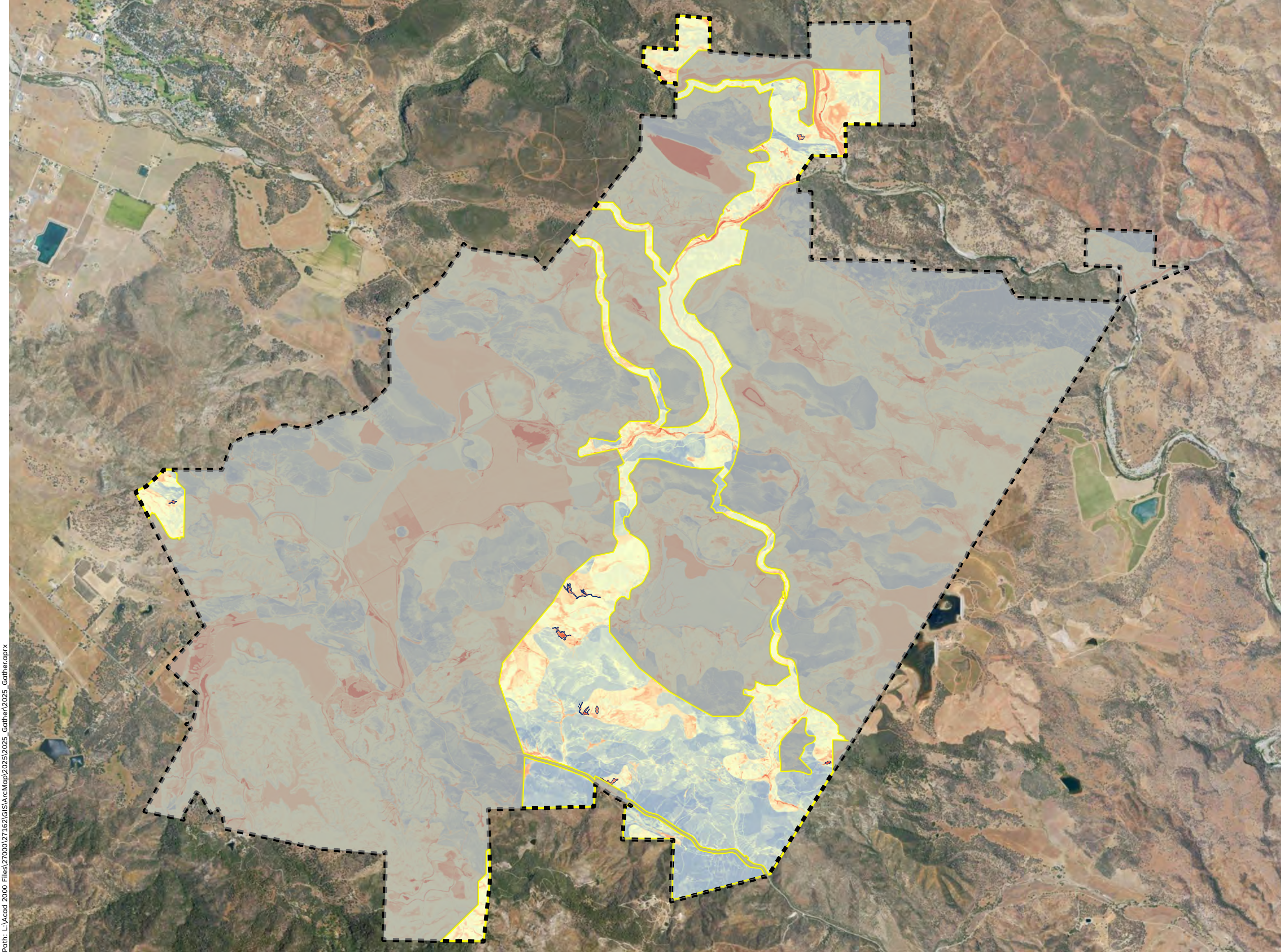
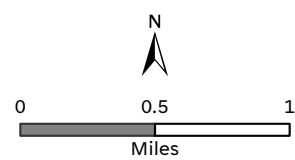
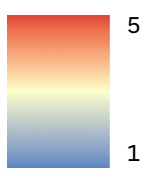
Special-status Plant Mitigation  
and Monitoring Plan

Guenoc Valley Mixed-Use  
Planned Development Project  
Lake County, California

-  Property Boundary
-  Plant Mitigation Areas
-  Suitable Habitat Patches -  
8.33 ac.

**Species Habitat Suitability Model**

Value



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


Sources: NRCS NAIP 2022 Aerial, WRA | Prepared By: rochelle, 4/25/2025



**Figure 7.**  
**Green jewel-flower**  
**Modeled Habitat and Suitable**  
**Habitat Patches**

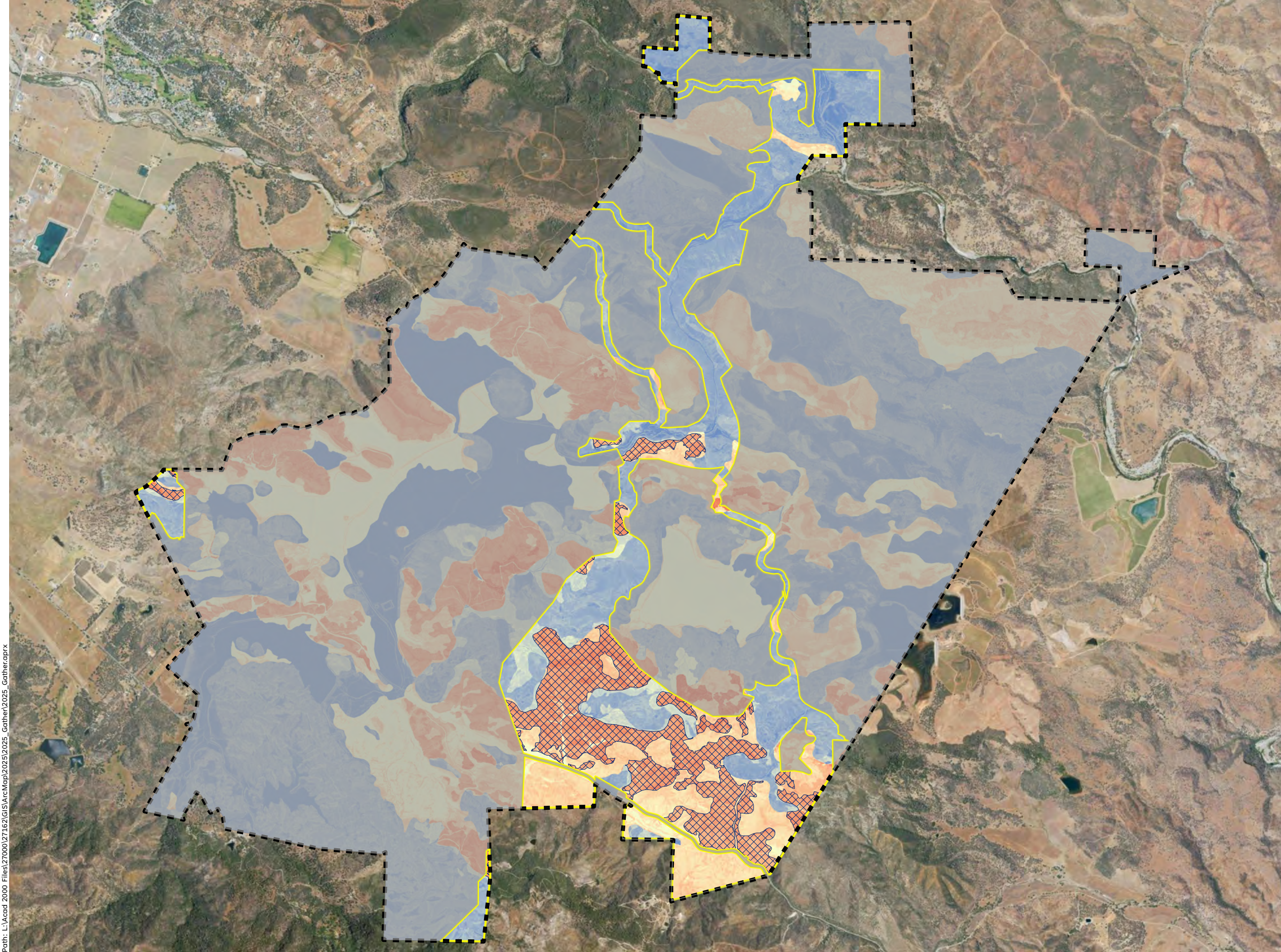
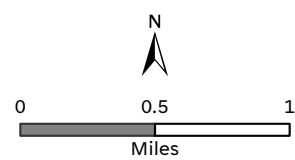
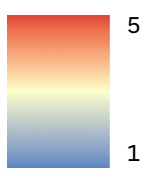
Special-status Plant Mitigation  
and Monitoring Plan

Guenoc Valley Mixed-Use  
Planned Development Project  
Lake County, California

-  Property Boundary
-  Plant Mitigation Areas
-  Suitable Habitat Patches -  
757.40 ac.

**Species Habitat Suitability Model**

Value






Path: L:\Acad 2000 Files\27000\27162\GIS\ArcMap\2025\2025\_Gather\2025\_Gather.aprx



**Figure 8.**  
**Greene's narrow-leaved daisy**  
**Modeled Habitat and Suitable**  
**Habitat Patches**

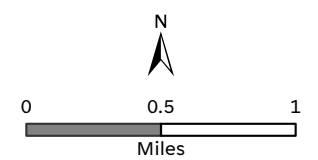
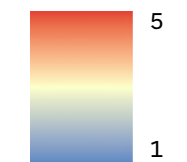
Special-status Plant Mitigation  
 and Monitoring Plan

Guenoc Valley Mixed-Use  
 Planned Development Project  
 Lake County, California

-  Property Boundary
-  Plant Mitigation Areas
-  Suitable Habitat Patches -  
757.40 ac.

**Species Habitat Suitability Model**

Value





# **EXHIBIT 5**

# Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities

STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE

DATE: March 20, 2018\*

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## 1. INTRODUCTION AND PURPOSE

The conservation of special status native plants and their habitats, as well as sensitive natural communities, is integral to maintaining biological diversity. The purpose of these protocols is to facilitate a consistent and systematic approach to botanical field surveys and assessments of special status plants and sensitive natural communities so that reliable information is produced and the potential for locating special status plants and sensitive natural communities is maximized. These protocols may also help those who prepare and review environmental documents determine when botanical field surveys are needed, how botanical field surveys may be conducted, what information to include in a botanical survey report, and what qualifications to consider for botanical field surveyors. These protocols are meant to help people meet California Environmental Quality Act (CEQA)<sup>1</sup> requirements for adequate disclosure of potential impacts to plants and sensitive natural communities. These protocols may be used in conjunction with protocols formulated by other agencies, for example, those developed by the U.S. Army Corps of Engineers to delineate jurisdictional wetlands<sup>2</sup> or by the U.S. Fish and Wildlife Service to survey for the presence of special status plants.<sup>3</sup>

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\* Minor editorial revisions were made to this document on February 3, 2021

<sup>1</sup> Available at: <https://files.resources.ca.gov/ceqa/>

<sup>2</sup> Available at: <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/techbio/>

<sup>3</sup> U.S. Fish and Wildlife Service Survey Guidelines: <https://www.fws.gov/sacramento/es/Survey-Protocols-Guidelines/>

## Department of Fish and Wildlife Trustee and Responsible Agency Mission

The mission of the California Department of Fish and Wildlife (CDFW) is to manage California's diverse wildlife and native plant resources, and the habitats upon which they depend, for their ecological values and for their use and enjoyment by the public. CDFW has jurisdiction over the conservation, protection, and management of wildlife, native plants, and habitat necessary to maintain biologically sustainable populations (Fish & G. Code, § 1802). CDFW, as trustee agency under CEQA Guidelines section 15386, provides expertise in reviewing and commenting on environmental documents and provides protocols regarding potential negative impacts to those resources held in trust for the people of California.

Certain species are in danger of extinction because their habitats have been severely reduced in acreage, are threatened with destruction or adverse modification, or because of a combination of these and other factors. The California Endangered Species Act (CESA) and Native Plant Protection Act (NPPA) provide additional protections for such species, including take prohibitions (Fish & G. Code, § 2050 *et seq.*; Fish & G. Code, § 1908). As a responsible agency, CDFW has the authority to issue permits for the take of species listed under CESA and NPPA if the take is incidental to an otherwise lawful activity; CDFW has determined that the impacts of the take have been minimized and fully mitigated; and the take would not jeopardize the continued existence of the species (Fish & G. Code, § 2081, subd. (b); Cal. Code Regs., tit. 14 § 786.9, subd. (b)). Botanical field surveys are one of the preliminary steps to detect special status plant species and sensitive natural communities that may be impacted by a project.

## Definitions

Botanical field surveys provide information used to determine the potential environmental effects of proposed projects on special status plants and sensitive natural communities as required by law (e.g., CEQA, CESA, and federal Endangered Species Act (ESA)).

**Special status plants**, for the purposes of this document, include all plants that meet one or more of the following criteria:

- Listed or proposed for listing as threatened or endangered under the ESA or candidates for possible future listing as threatened or endangered under the ESA (50 C.F.R., § 17.12).
- Listed or candidates for listing by the State of California as threatened or endangered under CESA (Fish & G. Code, § 2050 *et seq.*).<sup>4</sup> In CESA, “endangered species” means a native species or subspecies of plant which is in serious danger of becoming extinct throughout all, or a significant portion, of its range due to one or more causes, including loss of habitat, change in habitat, overexploitation, predation, competition, or disease (Fish & G. Code, § 2062). “Threatened species” means a native species or subspecies of plant that,

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<sup>4</sup> Refer to current online published lists available at:  
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109390&inline>

although not presently threatened with extinction, is likely to become an endangered species in the foreseeable future in the absence of the special protection and management efforts required by CESA (Fish & G. Code, § 2067). “Candidate species” means a native species or subspecies of plant that the California Fish and Game Commission has formally noticed as being under review by CDFW for addition to either the list of endangered species or the list of threatened species, or a species for which the California Fish and Game Commission has published a notice of proposed regulation to add the species to either list (Fish & G. Code, § 2068).

- Listed as rare under the California Native Plant Protection Act (Fish & G. Code, § 1900 et seq.). A plant is rare when, although not presently threatened with extinction, the species, subspecies, or variety is found in such small numbers throughout its range that it may be endangered if its environment worsens (Fish & G. Code, § 1901).
- Meet the definition of endangered, rare, or threatened species under CEQA Guidelines section 15380, subdivisions (b) and (d), which may include:
  - Plants tracked by the California Natural Diversity Database (CNDDDB) as California Rare Plant Rank (CRPR) 1 or 2;<sup>5</sup> and
  - Plants that may warrant consideration on the basis of declining trends, recent taxonomic information, or other factors. This includes plants tracked by the CNDDDB as CRPR 3 or 4.<sup>6</sup>
- Considered locally significant plants, that is, plants that are not rare from a statewide perspective but are rare or uncommon in a local context such as within a county or region (CEQA Guidelines, § 15125, subd. (c)), or as designated in local or regional plans, policies, or ordinances (CEQA Guidelines, Appendix G). Examples include plants that are at the outer limits of their known geographic range or plants occurring on an atypical soil type.

**Sensitive natural communities** are communities that are of limited distribution statewide or within a county or region and are often vulnerable to environmental effects of projects. These communities may or may not contain special status plants or their habitat. CDFW’s *List of California Terrestrial Natural Communities*<sup>7</sup> is based on the best available information, and indicates which natural communities are considered sensitive at the current stage of the California vegetation classification effort. See the Vegetation

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<sup>5</sup> See CNDDDB’s Special Vascular Plants, Bryophytes, and Lichens List for plant taxa with a CRPR of 1 or 2: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109383&inline>

<sup>6</sup> CRPR 3 plants (plants about which more information is needed) and CRPR 4 plants (plants of limited distribution) may warrant consideration under CEQA Guidelines section 15380. Impacts to CRPR 3 plants may warrant consideration under CEQA if sufficient information is available to assess potential impacts to such plants. Impacts to CRPR 4 plants may warrant consideration under CEQA if cumulative impacts to such plants are significant enough to affect their overall rarity. Data on CRPR 3 and 4 plants should be submitted to CNDDDB. Such data aids in determining and revising the CRPR of plants. See CNDDDB’s Special Vascular Plants, Bryophytes, and Lichens List for plant taxa with a CRPR of 3 or 4: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109383&inline>

<sup>7</sup> Available at: [https://wildlife.ca.gov/Data/VegCAMP/Natural-Communities#natural\\_communities\\_lists](https://wildlife.ca.gov/Data/VegCAMP/Natural-Communities#natural_communities_lists)

Classification and Mapping Program (VegCAMP) website for additional information on natural communities and vegetation classification.<sup>8</sup>

## 2. BOTANICAL FIELD SURVEYS

Evaluate the need for botanical field surveys prior to the commencement of any activities that may modify vegetation, such as clearing, mowing, or ground-breaking activities. It is appropriate to conduct a botanical field survey when:

- Natural (or naturalized) vegetation occurs in an area that may be directly or indirectly affected by a project (project area), and it is unknown whether or not special status plants or sensitive natural communities occur in the project area;
- Special status plants or sensitive natural communities have historically been identified in a project area; or
- Special status plants or sensitive natural communities occur in areas with similar physical and biological properties as a project area.

### Survey Objectives

Conduct botanical field surveys in a manner which maximizes the likelihood of locating special status plants and sensitive natural communities that may be present. Botanical field surveys should be floristic in nature, meaning that every plant taxon that occurs in the project area is identified to the taxonomic level necessary to determine rarity and listing status. “Focused surveys” that are limited to habitats known to support special status plants or that are restricted to lists of likely potential special status plants are not considered floristic in nature and are not adequate to identify all plants in a project area to the level necessary to determine if they are special status plants.

For each botanical field survey conducted, include a list of all plants and natural communities detected in the project area. More than one field visit is usually necessary to adequately capture the floristic diversity of a project area. An indication of the prevalence (estimated total numbers, percent cover, density, etc.) of the special status plants and sensitive natural communities in the project area is also useful to assess the significance of a particular plant population or natural community.

### Survey Preparation

Before botanical field surveys are conducted, the botanical field surveyors should compile relevant botanical information in the general project area to provide a regional context. Consult the CNDDB<sup>9</sup> and BIOS<sup>10</sup> for known occurrences of special status plants and sensitive natural communities in the project area prior to botanical field surveys. Generally, identify vegetation and habitat types potentially occurring in the project area based on biological and physical properties (e.g., soils) of the project area

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<sup>8</sup> Available at: <https://www.wildlife.ca.gov/Data/VegCAMP>

<sup>9</sup> Available at: <https://www.wildlife.ca.gov/Data/CNDDB>

<sup>10</sup> Available at: <https://www.wildlife.ca.gov/Data/BIOS>

and surrounding ecoregion.<sup>11</sup> Then, develop a list of special status plants and sensitive natural communities with the potential to occur within the vegetation and habitat types identified. The list of special status plants with the potential to occur in the project area can be created with the help of the CNDDDB QuickView Tool<sup>12</sup> which allows the user to generate lists of CNDDDB-tracked elements that occur within a particular U.S. Geological Survey 7.5' topographic quad, surrounding quads, and counties within California. Resulting lists should only be used as a tool to facilitate the use of reference sites, with the understanding that special status plants and sensitive natural communities in a project area may not be limited to those on the list. Botanical field surveys and subsequent reporting should be comprehensive and floristic in nature and not restricted to or focused only on a list. Include in the botanical survey report the list of potential special status plants and sensitive natural communities that was created, and the list of references used to compile the background botanical information for the project area.

### **Survey Extent**

Botanical field surveys should be comprehensive over the entire project area, including areas that will be directly or indirectly impacted by the project. Adjoining properties should also be surveyed where direct or indirect project effects could occur, such as those from fuel modification, herbicide application, invasive species, and altered hydrology. Surveys restricted to known locations of special status plants may not identify all special status plants and sensitive natural communities present, and therefore do not provide a sufficient level of information to determine potential impacts.

### **Field Survey Method**

Conduct botanical field surveys using systematic field techniques in all habitats of the project area to ensure thorough coverage. The level of effort required per given area and habitat is dependent upon the vegetation and its overall diversity and structural complexity, which determines the distance at which plants can be identified. Conduct botanical field surveys by traversing the entire project area to ensure thorough coverage, documenting all plant taxa observed. Parallel survey transects may be necessary to ensure thorough survey coverage in some habitats. The level of effort should be sufficient to provide comprehensive reporting. Additional time should be allocated for plant identification in the field.

### **Timing and Number of Visits**

Conduct botanical field surveys in the field at the times of year when plants will be both evident and identifiable. Usually this is during flowering or fruiting. Space botanical field survey visits throughout the growing season to accurately determine what plants exist in the project area. This usually involves multiple visits to the project area (e.g., in early, mid, and late-season) to capture the floristic diversity at a level necessary to determine

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<sup>11</sup> Ecological Subregions of the United States, available at: <http://www.fs.fed.us/land/pubs/ecoregions/toc.html>

<sup>12</sup> Available at: <https://www.wildlife.ca.gov/Data/CNDDDB/Maps-and-Data>. When creating a list of special status plants with the potential to occur in a project area, special care should be taken to search all quads with similar geology, habitats, and vegetation to those found in the project area.



if special status plants are present.<sup>13</sup> The timing and number of visits necessary to determine if special status plants are present is determined by geographic location, the natural communities present, and the weather patterns of the year(s) in which botanical field surveys are conducted.

## Reference Sites

When special status plants are known to occur in the type(s) of habitat present in a project area, observe reference sites (nearby accessible occurrences of the plants) to determine whether those special status plants are identifiable at the times of year the botanical field surveys take place and to obtain a visual image of the special status plants, associated habitat, and associated natural communities.

## Use of Existing Surveys

For some project areas, floristic inventories or botanical survey reports may already exist. Additional botanical field surveys may be necessary for one or more of the following reasons:

- Botanical field surveys are not current;<sup>14</sup>
- Botanical field surveys were conducted in natural systems that commonly experience year to year fluctuations such as periods of drought or flooding (e.g., vernal pool habitats or riverine systems);
- Botanical field surveys did not cover the entire project area;
- Botanical field surveys did not occur at the appropriate times of year;
- Botanical field surveys were not conducted for a sufficient number of years to detect plants that are not evident and identifiable every year (e.g., geophytes, annuals, and some short-lived plants);
- Botanical field surveys did not identify all plants in the project area to the taxonomic level necessary to determine rarity and listing status;
- Fire history, land use, or the physical or climatic conditions of the project area have changed since the last botanical field survey was conducted;
- Changes in vegetation or plant distribution have occurred since the last botanical field surveys were conducted, such as those related to habitat alteration, fluctuations in abundance, invasive species, seed bank dynamics, or other factors; or

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<sup>13</sup> U.S. Fish and Wildlife Service Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants available at: <https://www.fws.gov/sacramento/es/Survey-Protocols-Guidelines/>

<sup>14</sup> Habitats, such as grasslands or desert plant communities that have annual and short-lived perennial plants as major floristic components, may require multiple annual surveys to fully capture baseline conditions. In habitats dominated by long-lived perennial plants, such as forests, surveys that were not conducted within the previous five years may not adequately represent the current baseline conditions and should be re-conducted.

- Recent taxonomic studies, status reviews or other scientific information has resulted in a revised understanding of the special status plants with potential to occur in the project area.

### **Negative Surveys**

Adverse conditions from yearly weather patterns may prevent botanical field surveyors from determining the presence of, or accurately identifying, some special status plants in the project area. Disease, drought, predation, fire, herbivory, or other disturbance may also preclude the presence or identification of special status plants in any given year. Discuss all adverse conditions in the botanical survey report.<sup>15</sup>

The failure to locate a known special status plant occurrence during one field season does not constitute evidence that the plant occurrence no longer exists at a location, particularly if adverse conditions are present. For example, botanical field surveys over a number of years may be necessary if the special status plant is an annual or short-lived plant having a persistent, long-lived seed bank and populations of the plant are known to not germinate every year. Visiting the project area in more than one year increases the likelihood of detecting special status plants, particularly if conditions change. To further substantiate negative findings for a known occurrence, a visit to a nearby reference site may help ensure that the timing of botanical field surveys was appropriate.

## **3. REPORTING AND DATA COLLECTION**

Adequate information about special status plants and sensitive natural communities present in a project area will enable reviewing agencies and the public to effectively assess potential impacts to special status plants and sensitive natural communities and will guide the development of avoidance, minimization, and mitigation measures. The information necessary to assess impacts to special status plants and sensitive natural communities is described below. For comprehensive, systematic botanical field surveys where no special status plants or sensitive natural communities were found, reporting and data collection responsibilities for botanical field surveyor remain as described below, excluding specific occurrence information.

### **Special Status Plant and Sensitive Natural Community Observations**

Record the following information for locations of each special status plant and sensitive natural community detected during a botanical field survey of a project area.

- The specific geographic locations where the special status plants and sensitive natural communities were found. Preferably this will be done by use of global positioning system (GPS) and include the datum<sup>16</sup> in which the spatial data was

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<sup>15</sup> U.S. Fish and Wildlife Service Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed and Candidate Plants available at: <https://www.fws.gov/sacramento/es/Survey-Protocols-Guidelines/>

<sup>16</sup> NAD83, NAD27 or WGS84

collected and any uncertainty or error associated with the data. If GPS is not available, a detailed map (1:24,000 or larger) showing locations and boundaries of each special status plant population and sensitive natural community in relation to the project area is acceptable. Mark occurrences and boundaries as accurately as possible;

- The site-specific characteristics of occurrences, such as associated species, habitat and microhabitat, structure of vegetation, topographic features, soil type, texture, and soil parent material. If a special status plant is associated with a wetland, provide a description of the direction of flow and integrity of surface or subsurface hydrology and adjacent off-site hydrological influences as appropriate;
- The number of individuals in each special status plant population as counted (if population is small) or estimated (if population is large);
- If applicable, information about the percentage of each special status plant in each life stage such as seedling, vegetative, flowering, and fruiting;
- The density of special status plants, identifying areas of relatively high, medium and low density of each special status plant in the project area; and
- Digital images of special status plants and sensitive natural communities in the project area, with diagnostic features.

## **Special Status Plant and Sensitive Natural Community Documentation**

When a special status plant is located, data must be submitted to the CNDDDB. Data may be submitted in a variety of formats depending on the amount and type of data that is collected.<sup>17</sup> The most common way to submit data is the Online CNDDDB Field Survey Form,<sup>18</sup> or equivalent written report, accompanied by geographic locality information (GPS coordinates, GIS shapefiles, KML files, topographic map, etc.). Data submitted in digital form must include the datum<sup>19</sup> in which it was collected.

If a sensitive natural community is found in a project area, document it with a Combined Vegetation Rapid Assessment and Relevé Field Form<sup>20</sup> and submit the form to VegCAMP.<sup>21</sup>

## **Voucher Collection**

Voucher specimens provide verifiable documentation of special status plant presence and identification and a scientific record. This information is vital to conservation efforts and valuable for scientific research. Collection of voucher specimens should be

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<sup>17</sup> See <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data> for information on acceptable data submission formats.

<sup>18</sup> Available at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>

<sup>19</sup> NAD83, NAD27 or WGS84

<sup>20</sup> Available at: <https://www.wildlife.ca.gov/Data/VegCAMP/Natural-Communities/Submit>

<sup>21</sup> Combined Vegetation Rapid Assessment and Relevé Field Forms can be emailed to VegCAMP staff. Contact information available at: <https://www.wildlife.ca.gov/Data/VegCAMP>

conducted in a manner that is consistent with conservation ethics, and in accordance with applicable state and federal permit requirements (e.g., scientific, educational, or management permits pursuant to Fish & G. Code, § 2081, subd. (a)). Voucher collections of special status plants (or possible special status plants) should only be made when such actions would not jeopardize the continued existence of the population. A plant voucher collecting permit<sup>22</sup> is required from CDFW prior to the take or possession of a state-listed plant for voucher collection purposes, and the permittee must comply with all permit conditions.

Voucher specimens should be deposited in herbaria that are members of the Consortium of California Herbaria<sup>23</sup> no later than 120 days after the collections have been made. Digital imagery can be used to supplement plant identification and document habitat. Record all relevant collector names and permit numbers on specimen labels (if applicable).

## **Botanical Survey Reports**

Botanical survey reports provide an important record of botanical field survey results and project area conditions. Botanical survey reports containing the following information should be prepared whenever botanical field surveys take place, and should also be submitted with project environmental documents:

### ***Project and location description***

- A description of the proposed project;
- A detailed map of the project area that identifies topographic and landscape features and includes a north arrow and bar scale;
- A vegetation map of the project area using Survey of California Vegetation Classification and Mapping Standards<sup>24</sup> at a thematic and spatial scale that allows the display of all sensitive natural communities;
- A soil map of the project area; and
- A written description of the biological setting, including all natural communities; geological and hydrological characteristics; and land use or management history.

### ***Detailed description of survey methodology and results***

- Names and qualifications of botanical field surveyor(s);
- Dates of botanical field surveys (indicating the botanical field surveyor(s) that surveyed each area on each survey date), and total person-hours spent;
- A discussion of the survey preparation methodology;
- A list of special status plants and sensitive natural communities with potential to

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<sup>22</sup> Applications available at: <https://www.wildlife.ca.gov/Conservation/Plants/Permits>

<sup>23</sup> A list of Consortium of California Herbaria participants is available at: <http://ucjeps.berkeley.edu/consortium/participants.html>

<sup>24</sup> Available at: <https://www.wildlife.ca.gov/data/vegcamp/publications-and-protocols>

occur in the region;

- Description(s) of reference site(s), if visited, and the phenological development of special status plant(s) at those reference sites;
- A description and map of the area surveyed relative to the project area;
- A list of all plant taxa occurring in the project area, with all taxa identified to the taxonomic level necessary to determine whether or not they are a special status plant;
- Detailed data and maps for all special status plants and sensitive natural communities detected. Information specified above under the headings “Special Status Plant and Sensitive Natural Community Observations,” and “Special Status Plant and Sensitive Natural Community Documentation,” should be provided for the locations of each special status plant and sensitive natural community detected. Copies of all California Native Species Field Survey Forms and Combined Vegetation Rapid Assessment and Relevé Field Forms should be sent to the CNDDDB and VegCAMP, respectively, and included in the project environmental document as an Appendix;<sup>25</sup>
- A discussion of the potential for a false negative botanical field survey;
- A discussion of how climatic conditions may have affected the botanical field survey results;
- A discussion of how the timing of botanical field surveys may affect the comprehensiveness of botanical field surveys;
- Any use of existing botanical field surveys and a discussion of their applicability to the project;
- The deposition locations of voucher specimens, if collected; and
- A list of references used, including persons contacted and herbaria visited.

### ***Assessment of potential project impacts***

- A discussion of the significance of special status plant populations in the project area considering nearby populations and total range and distribution;
- A discussion of the significance of sensitive natural communities in the project area considering nearby occurrences and natural community distribution;
- A discussion of project related direct, indirect, and cumulative impacts to special status plants and sensitive natural communities;
- A discussion of the degree and immediacy of all threats to special status plants and sensitive natural communities, including those from invasive species;
- A discussion of the degree of impact, if any, of the project on unoccupied,

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<sup>25</sup> It is not necessary to submit entire environmental documents to the CNDDDB.

potential habitat for special status plants; and

- Recommended measures to avoid, minimize, or mitigate impacts to special status plants and sensitive natural communities.

#### **4. BOTANICAL FIELD SURVEYOR QUALIFICATIONS**

Botanical field surveyors should possess the following qualifications:

- Knowledge of plant taxonomy and natural community ecology;
- Familiarity with plants of the region, including special status plants;
- Familiarity with natural communities of the region, including sensitive natural communities;
- Experience with the CNDDDB, BIOS, and Survey of California Vegetation Classification and Mapping Standards;
- Experience conducting floristic botanical field surveys as described in this document, or experience conducting such botanical field surveys under the direction of an experienced botanical field surveyor;
- Familiarity with federal, state, and local statutes and regulations related to plants and plant collecting; and
- Experience analyzing the impacts of projects on native plant species and sensitive natural communities.

#### **5. SUGGESTED REFERENCES**

Bonham, C.D. 1988. Measurements for terrestrial vegetation. John Wiley and Sons, Inc., New York, NY.

California Native Plant Society, Rare Plant Program. Most recent version. Inventory of rare and endangered plants (online edition). California Native Plant Society. Sacramento, CA. Available at: <http://www.rareplants.cnps.org/>.

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Elzinga, C.L., D.W. Salzer, and J. Willoughby. 1998. Measuring and monitoring plant populations. BLM Technical Reference 1730-1. U.S. Dept. of the Interior, Bureau of Land Management. Denver, Colorado. Available at: <https://www.ntc.blm.gov/krc/uploads/265/technical%20reference.pdf>.

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- Leppig, G. and J.W. White. 2006. Conservation of peripheral plant populations in California. *Madroño*. 53:264-274.
- Mueller-Dombois, D. and H. Ellenberg. 1974. Aims and methods of vegetation ecology. John Wiley and Sons, Inc. New York, NY.
- U.S. Fish and Wildlife Service. 1996. Guidelines for conducting and reporting botanical inventories for federally listed plants on the Santa Rosa Plain. Sacramento, CA.
- U.S. Fish and Wildlife Service. 1996. Guidelines for conducting and reporting botanical inventories for federally listed, proposed and candidate plants. Sacramento, CA.
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This document is available online at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>



# **EXHIBIT 6**

**EXHIBIT 6**  
**Form of Conservation Easement**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

APN\_\_\_\_\_

Above Space for Recorder's Use Only

**Deed of Conservation Easement**

THIS DEED OF CONSERVATION EASEMENT ("**Easement**") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("**Effective Date**"), by Bohn Valley 1, LLC, Bohn Valley 2, LLC, Butts Creek, LLC, and Guenoc Valley, LLC (collectively, "**Owner**") in favor of \_\_\_\_\_, a California nonprofit public benefit corporation ("**Trust**"). Owner and Trust shall be referred to herein collectively as the "**Parties**" and individually as a "**Party**".

**RECITALS**

A. Owner is the sole owner in fee simple of certain real property containing approximately 16,000 acres in Lake County, California, commonly known as the Guenoc Valley property, designated as Lake County Assessor's Parcel Number(s) \_\_\_\_\_, and more particularly described in Exhibit A and depicted in Exhibit B (the "**Property**"). Owner hereby grants a conservation easement over an approximately 3,716.7-acre portion of the Property ("**Easement Area**"), which is legally described in Exhibit C and depicted in Exhibit B. The Trust is the holder and owner of the conservation easement conveyed by this Easement.

B. The Easement Area .... [specific qualities of the Easement Area]

C. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, California Constitution Article XIII, section 8, California Revenue and Taxation Code, sections 421.5 and 422.5, and California Civil Code section 815.1, under which this Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of the use of the Easement Area for purposes of conservation of natural resources.

D. The Easement Area consists primarily of [habitat type]. The Easement Area possesses natural, scenic, open space, habitat, wetland, and ecosystem values (collectively, the "**Conservation Values**") of great importance to Owner, the people of Lake County, and the people of the State of California.

E. The specific characteristics, use, and state of improvement of the Easement Area are further documented in an inventory of relevant features of the Easement Area dated \_\_\_\_\_ that is on file at the offices of the Trust and incorporated by this reference (the "**Baseline Report**"),

which consists of reports, maps, photographs, and other documentation. The Parties agree and acknowledge that this Baseline Report provides an accurate representation of the Easement Area at the time of this Easement and that it is intended to provide an objective, though nonexclusive, baseline for monitoring compliance with the terms of this Easement.

F. This Easement is granted pursuant to that certain Settlement Agreement Regarding Guenoc Valley Mixed-Use Planned Development Project by and among Owner, the Center for Biological Diversity (“**CBD**”) and the California Native Plant Society (“**CNPS**”) dated July \_\_, 2025 (“**Settlement Agreement**”). The Settlement Agreement resolved litigation challenging Guenoc Valley Mixed-Use Planned Development Project (“**Project**”) and required certain modifications to the Project which were incorporated into the Project, and the modified Project was approved by Lake County (“**Revised Project**”). The Parties to this Easement recognize that a limited amount of infrastructure and utility development needed for the Revised Project may be constructed within the Easement Area and conforms to the terms and conditions of this Easement.

G. Owner grants this Easement to the Trust to ensure that the Conservation Values will be conserved and maintained forever and that only those land uses that are consistent with this Easement will be allowed on the Easement Area.

H. The Trust is a California publicly supported nonprofit organization within the meaning of California Civil Code section 815.3 and a tax exempt “qualified conservation organization” within the meaning of sections 501(c)(3) and 170(h) of the Internal Revenue Code. The Trust is a Land Trust that is accredited by the Land Trust Accreditation Commission. The Trust is also a Land Trust that is an active member of the California Council of Land Trusts. The Trust’s primary purpose is the preservation and protection of land in its natural, scenic, agricultural, and/or open space condition.

I. The Trust agrees by accepting this Easement to honor the intentions of Owner stated herein and to preserve and protect in perpetuity the Conservation Values of the Easement Area for the benefit of this generation and the generations to come.

## **AGREEMENT**

### **1. Grant and Acceptance of Easement**

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, Owner grants and the Trust accepts a perpetual conservation easement as defined by sections 815.1 and 815.2 of the California Civil Code, and of the nature and character described in this Easement.

### **2. Purpose**

The purpose of this Easement (“**Purpose**”) is to preserve and protect forever the Easement Area, to prevent any uses of the Easement Area that will impair or interfere with the Conservation Values, and to maintain the current natural, scenic, habitat and open space conditions of the Easement Area in perpetuity. For purposes of this Easement, “**impair**” (or any derivation thereof) means a relevant and material adverse effect on the quality or character of the Conservation Values of the Easement Area. The determination of impairment shall consider the relative magnitude, extent, and duration of any diminishment in quantity, quality, extent, value, strength or viability of the Conservation Values

as well as the cumulative impacts of other uses and activities on or affecting the Easement Area. Owner and the Trust agree that this Easement will restrict the use of the Easement Area to activities that are consistent with the identified Purpose and other terms of this Easement. Should conditions affecting the use or condition of the Easement Area—including but not limited to economics, climate change, and zoning or governmental policy—change, such change shall not limit the protections or enforcement provided in this Easement. The Parties agree that Owner’s retention of certain rights expressly permitted in this Easement, including but not limited to specified infrastructural, agricultural, recreational, and limited commercial uses, is consistent with the Purpose, provided that those rights are exercised in accordance with the terms of this Easement.

### **3. Rights of the Trust**

**3.1. Protection.** The Trust has the right to preserve and protect the Conservation Values of the Easement Area. This includes the right to review and approve, conditionally approve, or deny certain proposed uses and activities as more specifically described in this Easement and in the manner provided in Section 5.

**3.2. Entry.** The Trust has the right to enter upon the Easement Area to carry out its obligations and exercise its rights under this Easement, including monitoring and enforcement. The Trust will provide evidence of insurance to Owner before any entry onto the Property or the Easement Area, as provided in Section 8.7 below. Each visit shall be for as long a duration as is reasonably necessary to accomplish the purpose of the visit. Easement Area visits may be conducted by the Trust’s staff, agents, volunteers, or consultants. The Trust has the right to enter the Easement Area unaccompanied by Owner if Owner declines or is unable to join the Trust or its agents.

**3.2.1. Monitoring Visits.** The Trust has the right to enter upon the Easement Area once per calendar year to inspect, observe, and study the Easement Area (“**Monitoring Visits**”) for the purposes of (i) identifying current uses and practices and the condition of the Easement Area, and (ii) monitoring the uses and practices within the Easement Area to determine whether they are consistent with this Easement. The Trust shall schedule Monitoring Visits at reasonable times and upon at least seventy-two (72) hours’ prior notice to Owner. Monitoring Visits may consist of up to two (2) days per visit per year. Monitoring Visits shall be made in a manner that will not unreasonably interfere with Owner’s use and quiet enjoyment of the Property pursuant to the terms and conditions of this Easement. If a Monitoring Visit does not provide sufficient time to achieve the purposes of the visit, the visit may be continued on subsequent days.

**3.2.2. Enforcement Visits.** In addition, if the Trust, at its sole discretion, determines that entry upon the Easement Area is required to investigate, document, prevent, terminate, monitor, or mitigate a potential or actual violation of this Easement, the Trust has the right to enter upon the Easement Area with no notice (“**Enforcement Visit**”). The Trust will attempt to give at least twenty-four (24) hours’ notice via electronic mail (“**email**”) or telephone. Enforcement Visits may occur as frequently as is reasonably necessary to investigate and resolve potential or actual violations of this Easement.

**3.3. Enforcement.** The Trust has the right to prevent any activity on or use of the Easement Area that is inconsistent with the Purpose or terms of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by an inconsistent activity or use, pursuant to the remedies set forth in Section 6.

**3.4. Access.** The Trust has the right to use any recorded or prescriptive easement that now or in the future grants lawful access to the Easement Area for any purpose consistent with this Easement. To allow monitoring and enforcement by the Trust, Owner hereby irrevocably grants to the Trust the non-exclusive right to enter the Property, and grants to the Trust the non-exclusive right to use any and all access easements and rights-of-way, whether recorded or not, over the property of others, which rights individually or together provide Owner with legal, physical, or other access to the Easement Area. Owner further agrees to execute any additional documents necessary to effectuate the terms of this Section 3.4.

**3.5. Signage.** The Trust has the right to erect and maintain signs or other appropriate markers visible from public vantage points and along boundary lines to identify the Trust and inform the public that the Easement Area is protected by this Easement and shall clearly indicate that the Property is privately owned and not open to the public; and, provided, further that the size, location, number, text and design of the signage shall be subject to the approval of Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. The Trust shall pay the costs of erecting and maintaining such signs or markers.

#### **4. Prohibitions, Restrictions, and Reserved Rights**

Uses, practices, and activities within the Easement Area that are inconsistent with the terms of this Easement or that interfere with the Purpose of this Easement are prohibited. Owner agrees that it will not perform, or knowingly allow others to perform, any act or use on or affecting the Easement Area described herein that is inconsistent with the terms of this Easement.

Without limiting the generality of the foregoing, the uses, practices, and activities described in this Section 4, though not an exhaustive list, are permitted, conditionally permitted, or prohibited within the Easement Area, as applicable. If an activity or use is neither expressly permitted nor expressly prohibited, Owner shall seek the prior approval of the Trust, provided that any such activity or use shall be consistent with the Purpose of this Easement. Nothing in this Easement relieves Owner of any obligation or restriction on the use of the Easement Area imposed by federal, state, and local laws, regulations, and requirements.

**4.1. Extinguishment of Development Rights.** Except as specifically reserved in this Easement, all development rights that were previously, are now, or are hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Easement Area are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Easement Area as it now or later may be bounded or described; or to any other property, adjacent or otherwise; or used for the purpose of calculating permissible lot yield of the Easement Area or any other property. This Easement shall not create any development rights.

#### **4.2. Subdivision and Lot Line Adjustments**



**4.2.1. Subdivision.** The Easement Area consists of portions of \_\_\_\_ separate legal parcels. This Easement prohibits the legal or de facto division, subdivision, or partition of the Easement Area for any purpose, including, but not limited to, any such subdivisions or establishment of separate legal parcels by certificates of compliance. Notwithstanding the foregoing, Owner may subdivide any legal parcel that is partially within the Easement Area for the purpose of creating a separate legal parcel comprising the Easement Area portion of the existing parcel, provided that no subdivision shall occur within the Easement Area portion. Owner shall maintain all of the parcels comprising the Easement Area under common ownership, as though a single legal parcel, and shall not sell or transfer fee ownership in any such parcel, excepting a sale or transfer of all such parcels concurrently to a single common owner (or group of owners sharing a common interest in the entire Easement Area). Partition by division of the Easement Area between owners or tenants in common shall be considered a subdivision and is prohibited under this Easement. Mortgaging or recording a deed of trust on less than the entire Easement Area is prohibited.

**4.2.2. Lot Line Adjustments.** Lot line adjustments within the Easement Area may be permitted solely with the prior approval of the Trust and only for purposes of settling boundary disputes between abutting parcels or creating separate legal parcels comprising the Easement Area portion of an existing parcel within the Property as described in Section 4.2.1 above. Owner shall take no formal action towards a lot line adjustment unless and until the Trust provides prior approval of the proposed lot line adjustment.

**4.3. Structures.** Placement, construction, installation, or expansion of any structures, buildings, additional roads or access routes in the Easement Area not shown in the Baseline Report, or other improvement of any kind (including, without limitation, fences, parking lots, billboards and mobile homes) is prohibited, except as expressly permitted in this Section 4. A structure is anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on or under the ground.

**4.4. Fences.** Fences marking the perimeter of the Easement Area may be repaired and replaced in their existing locations, and new fences may be installed and maintained around the perimeter of the Easement Area. Installation of other fencing within the Easement Area is permitted only with prior approval of the Trust and only (1) to enclose areas for short periods of time for research, restoration, or emergency purposes, (2) to protect endangered, threatened or special status species or sensitive natural areas, (3) as may be reasonably required for sound management of permitted grazing activities, or (4) to enclose or provide safety for areas in or near which recreational use is permitted. All new and replacement fencing shall be of a type and design that minimizes harm to, and allows the passage of, native wildlife.

**4.5. Residential Uses Prohibited.** Any residential use of, or activity within, the Easement Area is prohibited. Owner may not construct dwellings or other appurtenant structures such as athletic courts, barns, sheds, or other buildings within the Easement Area.

**4.6. Agricultural Uses Prohibited Except Limited Grazing.** Except as expressly provided in this Section 4.6, agricultural use of, or agricultural activity within, the Easement Area is prohibited. Limited cattle grazing activities and the maintenance or replacement of existing infrastructure necessary for such activities (such as water troughs) are permitted only for wildfire minimization purposes that are mandated by law, required as a condition of approval for the Revised Project, or required by that certain settlement agreement entered into between the California Attorney General and Lotusland Investment Holdings Inc. dated November 28, 2022 (the pertinent provisions of which are reproduced in Exhibit I) (“**Wildfire Requirements**”). Owner shall use best efforts to prepare, in consultation with Trust, a grazing management plan, subject to the Trust’s approval, within six months of the Effective Date. Upon approval of a grazing management plan by the Trust, grazing activities shall be consistent with the grazing management plan, except to the extent otherwise required by the Wildlife Requirements. Grazing by sheep, goats, and similar small animals shall be permitted with the approval of the Trust, subject to such limitations and restrictions that the Trust determines are necessary to ensure that such activity is carried out in a manner consistent with the Purpose, as set forth in the grazing management plan.

**4.7. Recreational Uses.** Owner retains the right to use and permit others to use the Easement Area for low-impact, passive recreational and educational activities that are consistent with the Purpose of this Easement, including hiking, birdwatching, other uses similar in nature and intensity, provided that such activities are limited to permitted roads and trails. Bicycling (which may include e-bicycling but not motorized bicycling) shall be permitted only on 25% of the portions of the trails shown in yellow on Exhibit D that are designated for bicycle use in the Trail Management Plan approved pursuant to Section 4.12.2. Horseback riding shall be permitted only on those trails specifically designated for each use shown in Exhibit E in purple. Uses of the trails shall comply with speed limitations and other restrictions on the intensity of trail uses set forth in the Trail Management Plan. Overnight camping is prohibited. Under no circumstances shall active recreational uses, or any facilities to support such uses (such as athletic fields, tennis courts, motocross trails, swimming pools, golf courses, driving ranges, shooting ranges, helicopter pads, ziplines or the like) be permitted within the Easement Area. Hunting, trapping, and fishing is prohibited, except with the prior approval of the Trust, and only to the extent necessary to control non-native species or disease, maintain the ecological balance of native wildlife, or for ecological research within the Easement Area. All other use of guns, other weapons, explosives, and fireworks is prohibited.

**4.8. Commercial Uses.** As used in this Easement, “**Commercial Use**” is defined as the production of goods or provision of services for sale or trade. Commercial Use of the Easement Area is prohibited except for those uses expressly permitted by this Easement.

**4.8.1. Lease of the Easement Area.** Owner may lease or license the Easement Area for uses that are consistent with the terms of this Easement and in accordance with applicable federal, state, and local laws, regulations, and requirements. Owner shall fully disclose this Easement and its terms as part of any rental or lease of the Easement Area, consistent with Section 11.2.

**4.8.2. Sale of Carbon Credits.** The terms and conditions of this Easement shall be included as part of the baseline or business as usual of the Easement Area for

purposes of establishing any carbon credits or other emission offsets that Owner, the Trust, or any party proposes to authorize, create, sell, exchange, or transfer with respect to the Easement Area. Owner must notify the Trust 30 days prior to any such proposed establishment.

**4.8.3. Mitigation.** This Easement may not be used to satisfy any requirement or condition imposed by any permit, agreement, authorization, or entitlement for use, including but not limited to any requirement to compensate for or otherwise offset impacts of an activity; provided that the foregoing shall not prevent Owner from implementing approved mitigation measures for the Revised Project existing as of the Effective Date that require use, preservation or restoration within the Easement Area.

**4.9. Signs.** With the prior approval of the Trust, Owner may place signs on the Easement Area denoting permitted uses currently being conducted within the Easement Area or signs that post the Easement Area for sale or rent, as long as such signs do not exceed 36 inches by 48 inches in size. Other signs (including billboards) are prohibited, except that signs posted to control unauthorized entry or use are allowed without approval of the Trust.

#### **4.10. Utilities**

**4.10.1. Scope of Utilities.** As used in this Easement, “**Utilities**” means conveyances for electric power, natural gas or propane, septic or sewer, communication lines, and water storage and delivery systems. Installation or extension of Utilities within the Easement Area is prohibited unless it complies with this Section 4.10.

**4.10.2. Existing Utility Systems.** Owner may maintain, reconstruct, and/or replace existing Utilities (as more particularly described in the Baseline Report) in their current locations within the Easement Area, provided their capacity shall not be expanded except in accordance with Sections 4.10.3 or 4.10.4 below.

**4.10.3. Utility Systems for Permitted Uses.** Subject to prior approval by the Trust, Owner may expand or relocate the existing Utilities, or install new systems, if such expansion or installation is necessary for uses of the Easement Area expressly permitted by this Easement. Any expansion or installation of Utilities for permitted uses must be co-located within the rights of way of roads permitted under this Easement, unless the Trust provides prior approval to locate the Utility elsewhere within the Easement Area based on a determination that co-locating the Utility entirely within such rights of way is impracticable.

**4.10.4. Utility Systems for Revised Project.** The construction, installation, maintenance, repair, replacement, relocation, expansion and use of existing and new Utilities that are reasonably necessary to serve the Revised Project or other approved development on the Property shall be permitted in the Easement Area only in a single location within the Utility Crossing Zone shown in the attached Exhibit F and/or within the rights of way of roads permitted under this Easement. If more

than one utility is to be located within the Utility Crossing Zone, Owner shall use best efforts to co-locate them with one another so long as such co-location is consistent with applicable law.

**4.10.5. Solar Energy.** Subject to the Trust's prior approval, Owner may develop, place, or construct solar energy systems within the Easement Area, provided that such systems are reasonably scaled to serve only uses within the Easement Area that are expressly permitted by this Easement and are consistent with the Purpose of this Easement. All rights to install or operate solar energy systems, other than those rights expressly reserved to Owner in this Section, are conveyed by Owner to the Trust, and shall not be applied or exercised by the Trust. Owner and the Trust hereby agree this Section is a reasonable restriction under California Civil Code section 714. Except as provided in this Section 4.10.5, no energy generation facilities shall be permitted within the Easement Area.

**4.11. Surface Alterations.** Except for the construction of roads, trails, Utilities, and other uses expressly allowed by this Easement, any use or activity that causes or is likely to cause material soil degradation or erosion, soil compaction, or the pollution, degradation, or depletion of any surface or subsurface waters, or the degradation of native vegetation communities or any other native habitats within the Easement Area, including but not limited to grading, discing, dragging, harrowing, plowing, ripping, floating, leveling, clearing, and any other activity that exposes bare soil, is prohibited. Expressly permitted uses shall be undertaken in a manner that minimizes impacts to soil, waters, native vegetation and native habitats.

Exploration, development, and extraction of geothermal, mineral, hydrocarbon, steam, soil, gravel, rock, or other subsurface resources is prohibited within the Easement Area (including its subsurface). Drilling of groundwater wells is allowed, but only to the extent that such activity complies with Section 4.10.

#### **4.12. Paving, Roads, and Trails**

**4.12.1. Roads.** There are existing roads within the Easement Area, as shown in Exhibit G and more particularly described in the Baseline Report. Owner may maintain, repair, and reconstruct these existing roads, consistent with their original size and surface. Owner may construct new roads and/or improve, expand or relocate existing roads only if the new, expanded or relocated roads (a) are in substantial conformance with the roadway plan depicted in Exhibit G and the road specifications set forth in Exhibit H and (b) incorporate species-specific wildlife crossings according to the best management practices for wildlife connectivity, the location, design, and implementation of which shall be determined in consultation with the Trust, CBD and CNPS prior to commencement of road construction activities. Owner shall not pave roads with asphalt, concrete, or other impermeable surface unless such paving is required by any law, regulation, or condition of approval for the Revised Project, or unless the Trust determines that an impermeable surface would be of greater benefit to the Conservation Values than a permeable surface, except for those segments identified as Future Paved Roads on Exhibit G. If any roads are created or expanded in an emergency situation by a public entity,

Owner shall notify the Trust. Those roads shall be allowed to revert—or if practicable at a commercially reasonable cost to Owner, as determined by Owner in its reasonable discretion, shall be restored—to their prior or natural state unless Owner obtains the Trust’s approval to maintain one or more such roads as expanded. If new stream crossings are required at Bucksnot Creek or Butts Creek, Owner shall utilize the type of crossings that are least impactful to the stream bank.

**4.12.2. Trails.** There are existing trails within the Easement Area, as shown in Exhibit E and more particularly described in the Baseline Report. Owner may use and maintain existing trails within the Easement Area in substantially their present location and condition for their existing uses. Owner may relocate or construct new trails within the Easement Area provided such changes are in conformity with the hiking/biking trail plan shown in Exhibit D and the equestrian trail plan shown in Exhibit E, and are designed, constructed, maintained and used in accordance with a Trails Management Plan set forth in Exhibit J. The Trails Management Plan may designate not more than 25% of the total linear distance of the hiking/biking trails shown in Exhibit D for permitted bicycle use, which designated areas shall be depicted on a map in the Trails Management Plan. The Trails Management Plan shall provide for signage and enforcement measures to prevent bicycle use on trails not designated for such use. Owner shall not pave trails with asphalt, concrete, or other impermeable surface, except as required by applicable law pursuant to Section 4.22 below.

#### **4.13. Trees and Other Vegetation**

**4.13.1. Limits.** The pruning, felling, or other destruction or removal of living native trees, shrubs, and other vegetation within the Easement Area is prohibited except, with prior approval of the Trust, (i) to control, prevent, or treat hazards, disease, or damage to humans, domestic animals, or permitted improvements; (ii) to prevent fire or create necessary fire breaks or fire trails, or in response to a fire; (iii) to maintain permitted roads and trails; (iv) to develop uses expressly permitted by this Easement; or (v) to maintain the ecological health of vegetation communities present on the Easement Area. Owner may work with the Trust to develop a Vegetation Management Plan in accordance with Section 5.7 or it may obtain permission for individual vegetation removal actions. Notwithstanding the foregoing, nothing in this Section 4.13.1 shall preclude Owner from undertaking wildfire mitigation activities that are mandated by the Wildfire Requirements, provided that Owner shall undertake such measures in a manner that minimizes impairment of the Conservation Values to the extent consistent with its legal obligations.

**4.13.2. Use of Wood.** Owner may not use dead wood, wood from diseased trees, or wood from trees removed in compliance with this Section for commercial purposes, except that, with the approval of the Trust, such wood may be used for permitted improvements within the Easement Area.

**4.13.3. Harm to Vegetation and Wildlife.** Unseasonal watering and the use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals are

prohibited within the Easement Area except as may be approved by the Trust for invasive species control.

**4.13.4. Non-Native Plants and Animals.** The planting, cultivating, or other intentional introduction or dispersal by Owner of non-native plant or non-native wildlife species is prohibited in the Easement Area, except for those animals that are part of a permitted grazing use.

**4.14. Vehicles.** Off-road use of motorized vehicles is prohibited within the Easement Area, except in an emergency or where necessary for the construction, repair, or maintenance of permitted improvements in the Easement Area.

**4.15. Trash, Debris, and Storage.** The dumping, release, burial, burning, or other disposal or accumulation of wastes, ashes, refuse, debris, dredge spoils, inoperable vehicles, hazardous or toxic materials (excepting refuse typically generated by permitted uses, where such refuse is regularly collected in proper receptacles and disposed of outside the Easement Area) is prohibited within the Easement Area.

Owner and Trust shall reasonably agree on the location and duration of any temporary staging or laydown areas for construction of improvements permitted by this Easement. Owner shall avoid the use of heavy machinery for such construction except where doing so would be impracticable. Vegetation and other biodegradable materials generated within the Easement Area shall not be considered as waste material, refuse, or debris, and may remain on the Easement Area, in accordance with all federal, state, and local laws, regulations, and requirements, except as the Trust may otherwise require.

**4.16. Right to Privacy and Prevention of Trespass.** Subject to the terms of this Easement, Owner retains the right to privacy, the right to exclude any member of the public from trespassing on the Easement Area, and the right to control access to the Easement Area.

**4.17. Research and Education.** Owner may engage in and permit others to engage in ecological research and education within the Easement Area that is consistent with the terms of this Easement. Owner may carry out educational activities related to uses permitted under this Easement, including but not limited to educational activities addressing environmental conservation, and ecology.

**4.18. Water**

**4.18.1. No Transfer of Water Rights.** Owner shall not separately transfer, encumber, sell, lease, or otherwise separate any water rights (which include rights to extraction or use of surface or groundwater) associated with the Easement Area, nor any permits, licenses, or contracts related to the water rights on the Easement Area, or change the authorized or historic use of the water rights, without prior approval from the Trust, which may be granted or withheld in its sole discretion. Owner shall not abandon or allow the abandonment of, by action or inaction, any of the water rights or such permits, licenses, or contracts without the prior approval of the Trust, which may be granted or withheld in its sole discretion. Owner may not pump



groundwater from the Easement Area for export to and use on other land. Permanent separation of water or water rights from the Easement Area is prohibited.

#### **4.18.2. Watershed Enhancement, Creek Restoration and Aquifer**

**Enhancement.** Owner may undertake activities to enhance watersheds, restore creeks, or enhance natural aquifer recharge within or under the Easement Area only if the activities (i) have been approved by a qualified native vegetation restoration expert and a qualified hydrologist, (ii) are consistent with the Purpose of this Easement, and (iii) have been approved in advance by the Trust.

**4.19. Acts Beyond Owner's Control.** Owner may undertake the restoration of land, watercourses, roads, and other permitted structures within the Easement Area that have been damaged by fire, flood, earthquake, wind, or other natural or human-induced forces. Where possible, forest, shrub, and herbaceous cover damaged by such forces shall be restored with native species appropriate to the site. Under no circumstances shall non-native plants be intentionally introduced to the Easement Area unless Owner obtains Trust's approval prior to such introduction. Unless otherwise specified, nothing in this Easement shall require Owner to take any action to restore the condition of the Easement Area after any act of nature or other event over which Owner had no control.

**4.20. Boundaries.** Owner is obligated to identify the boundaries of the Easement Area and any other area specially recognized in this Easement before undertaking any actions that are restricted by this Easement within the boundaries in question. If Owner fails to do so, the Trust has the right to require a survey of the relevant lands, at Owner's cost, if necessary to determine whether Owner's land use activity is in compliance with this Easement.

**4.21. Existing Contracts.** [If there are existing leases affecting Easement Area, add provision that uses allowed under Existing Contracts are permitted, but Existing Contracts shall not be amended or voluntarily extended without the approval of the Trust. If no existing leases, delete this section].

**4.22. Acts Required by Law.** Owner may undertake activities that are required by federal, state, or local law or regulations to be performed on the Easement Area.

## **5. Notice and Approval Process**

Some activities and uses permitted by this Easement require prior notice to or approval of the Trust. Owner shall not commence or undertake any activity or use that requires notice or approval until it has satisfied the requirements of this Section, except in the case of a bona fide emergency where the activity or use is necessary to prevent imminent harm to persons, property, or the Easement Area, in which case no prior notice or approval is required, but Owner shall provide written notice of such emergency action as soon after such action is taken as is reasonable under the circumstances.

**5.1. Activities requiring Notice only.** Owner shall give written notice to the Trust at least thirty (30) days prior to commencing any activity or use that only requires prior notice to the Trust. That notice shall include the information described in Section 5.3. If the Trust does not notify the Owner within thirty (30) days that the notice is incomplete or that the proposed activity or use is inconsistent with the terms of this Easement, then Owner may

commence such activity or use as long as it is carried out as described in the notice and in a manner that is consistent with the Purpose and other terms and conditions of this Easement.

**5.2. Activities requiring Approval.** Owner shall request approval, in writing and supported by the information described in Section 5.3, prior to commencing any activity or use for which this Easement requires, or for which Owner seeks, the Trust's approval.

The Trust shall reply to Owner's request within thirty (30) days, either granting or withholding its approval in writing or providing a written explanation of why it cannot make a determination within that time. If the Trust needs more time to make a determination, then the Trust may have an additional fifteen (15) days for its review, so long as the Trust notifies Owner in writing of the Trust's need for such extension within the original thirty (30)-day period. In all cases, the Trust shall grant or withhold its approval in writing within either the initial thirty-day period, or the fifteen-day extension period, whichever is applicable, and if the Trust is withholding its approval, it shall provide a written explanation as to the reason(s) why. If the Trust fails to grant or withhold its approval in writing within thirty (30) days of receipt of Owner's request, or fails to notify Owner of its need for an extension during that period, then, no less than fifteen (15) days prior to the date Owner intends to undertake the activity in question, Owner shall send written notice to Owner of its intent to proceed with the activity or use ("**Notice of Intent**"). The Trust shall then have fifteen (15) days from its receipt of the Notice of Intent in which to grant or withhold its approval in writing. If the Trust fails to grant or withhold its approval in writing during that period, and the approval is committed to the Trust's sole discretion, then the proposed activity shall be deemed denied by the Trust. If the approval is subject to the Trust's reasonable discretion as provided in Section 5.6, and the Trust fails to grant or withhold its approval in writing within 15 days after receipt of the Notice of Intent, the use or activity shall be deemed approved by the Trust, provided that such proposed activity is not expressly prohibited by the terms of this Easement and that the activity is carried out as explicitly represented by Owner and in a manner that is consistent with the Purpose.

**5.3. Information Required.** All notices and requests for approval must include a written description of the proposed activity or use that explains its nature, scope, design, location, timetable, and other material aspects in sufficient detail to permit the Trust to make an informed judgment as to its consistency of the proposed activity or use with the terms of this Easement. If the information provided is inadequate, the Trust will notify Owner of the deficiencies within thirty (30) days of receipt and the notice or request for approval will be considered incomplete until deficiencies are remedied.

**5.3.1.** If the Trust deems that a site visit is necessary to determine if a notice or request for approval is complete, the Trust will coordinate such site visit with Owner, and Owner will cooperate with the Trust such that the site visit occurs as promptly as practicable.

**5.3.2.** If the Trust reasonably determines that (i) the advice of a consultant such as an engineer, ecologist, attorney, or surveyor is necessary to determine whether a notice or request for approval is complete or to assist the Trust in reviewing the notice or request for approval, or (ii) more than ten (10) person-hours of the Trust staff time will be required to respond to a notice or request for approval, the Trust

may require that Owner pay the cost of such consultants and/or Trust staff time (collectively, “**Trust’s Costs**”). The Trust will provide Owner with an estimate of the Trust’s Costs within thirty (30) days of receipt and the notice or request for approval. Owner shall pay the estimated amount within fifteen (15) days after notification of the estimated amount or withdraw its notice or request for approval. After the Trust completes review of the notice or request for approval, the Trust shall provide Owner with a final statement of the total amount of the Trust’s Costs, and Owner shall pay any increase, or the Trust shall refund any decrease, in the Trust’s Costs within fifteen (15) days thereafter.

**5.3.3.** If a consultant or significant staff time is required to review a notice or request for approval as described in Section 5.3.2, the Trust’s time to determine whether a notice or request for approval is complete shall be extended until the consultant’s or staff’s work is complete.

**5.4. No Activity Pending Resolution.** Except in emergency circumstances, as provided above, Owner shall not commence or undertake any use for which this Easement requires notice until the 30-day review described in Section 5.1 has expired or the Trust has responded to Owner’s notice in writing indicating that it does not object to the proposed use. Likewise, Owner shall not commence or undertake any use for which this Easement requires the Trust’s approval until the Trust provides such approval in writing. If Owner disagrees with the Trust’s decision regarding a proposed activity or use, the Parties may, by mutual agreement, mediate the disagreement. Pending resolution of the disagreement, Owner agrees to refrain from the proposed use.

**5.5. Approvals Must Be in Writing.** All approvals must be made in writing to have any effect. Owner understands that any oral approval or oral representation regarding such an approval made by the Trust, its officers, employees, or agents does not meet the requirements of this section, does not bind or commit the Trust, and may not be relied on by Owner. To that end Owner agrees that it will not assert or allege that the Trust, its officers, employees, or agents provided—or that Owner understood that the Trust, its officers, employees, or agents provided—any oral approval or that the Trust is in any way estopped or has made an election or has waived any provision of this Easement based on any allegation of an oral approval or understanding of an oral approval.

**5.6. Trust’s Discretion in Making Determination.** Except where Trust’s determination or approval is expressly provided herein to be in its sole discretion, such determination or approval shall not be unreasonably delayed, conditioned, or withheld by Trust. It may consider, however, without limitation, compliance with this Easement, the manner in which the proposed use is to be carried out, and the potential for the proposed use to preserve, enhance, or affect the Conservation Values. The Trust may impose conditions on approvals that further the Purpose of this Easement. No decision by the Trust shall establish precedent for or commitment to the outcome of future decisions. The Trust shall consider every notice and request for approval on its own and without following or establishing precedent.

**5.7. Management Plans.** Owner may work with the Trust to manage the Easement Area for purposes including but not limited to vegetation management; fire-related planning,

mitigation, and restoration; bank and soil stabilization; promotion of biodiversity; and research. For any activity or use for which this Easement requires that Owner obtain the Trust's approval or in the event this Easement contemplates the development of a plan to govern such activity or use, the Trust may require that the Owner develop, potentially in consultation with qualified ecologists, foresters, engineers, or other specialists, a management or other plan to govern the proposed activity or use. Owner must obtain the Trust's written approval of the Management Plan before conducting any activities pursuant to the Management Plan and this Section. The Trust shall maintain a current copy of any management plan(s) in its file for the Easement Area.

**5.8. Updates or Amendments to Plans.** Owner shall notify the Trust of any proposed material updates or amendments to any plan referenced in this Easement by providing the Trust with copies of such proposed updates or amendments. The purpose of Trust's review is to confirm that the proposed plan update or amendment is consistent with the terms of this Easement, including but not limited to the provisions of Section 4 above. Unless and until a proposed update or amendment of the pertinent Plan is approved by the Trust, which approval shall be in the Trust's sole discretion, the previously approved Plan will remain in full force and effect.

## **6. Remedies**

The Trust may take all legal actions that it deems necessary to ensure compliance with, and to prevent and correct violations of, the terms and Purpose of this Easement.

**6.1. Notice of Violation.** If the Trust determines that Owner has violated or threatened to violate the Easement, the Trust shall give written notice to Owner and demand corrective action sufficient to cure the violation. When the violation involves injury to the Easement Area resulting from any use inconsistent with the Purpose of this Easement, the Trust may require that Owner restore the damaged area to the condition that existed prior to the inconsistent activities in accordance with a plan approved by the Trust. If Owner fails to cure the violation within the time specified in the notice of violation, or if Owner fails to continue diligently to fully cure the violation, the Trust may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement.

**6.2. Legal Action.** The Trust shall have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement (including but not limited to damages for the loss of scenic, recreational, or environmental values), and to require the restoration (or damages for the cost of restoration) of the Easement Area to the condition that existed prior to any such injury.

**6.3. Emergency Enforcement.** If the Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to Conservation Values, the Trust may pursue its remedies under this Section 6 and California law without prior notice to Owner and without waiting for the expiration of the cure period.

**6.4. Scope of Relief.** The Trust's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Owner agrees that the Trust's remedies at law for any violation of the terms of this Easement are inadequate and that the Trust shall be entitled to the injunctive relief described in this Section 6, both prohibitive and mandatory, in addition to such other relief to which the Trust may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Without limiting Owner's liability therefor, the Trust in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area. The Trust's remedies described in this Section shall be cumulative and are additional to and not intended to displace any other remedy available to either Party as provided by this Easement, Civil Code sections 815 et seq., or any other applicable law. The Trust may take such other legal action as it reasonably deems necessary to ensure compliance with the terms, conditions, covenants, and Purpose of this Easement.

**6.5. Costs of Enforcement.** All reasonable costs incurred by the Trust in enforcing this Easement against Owner, including, without limitation, costs of suit and reasonable attorneys' fees, experts' fees and any costs of restoration necessitated by Owner's violation of this Easement shall be borne by Owner; provided, however, that if Owner ultimately prevails in a judicial enforcement action or arbitration proceeding brought by the Trust, then the Trust shall bear its own costs and pay for Owner's reasonable costs and expenses of suit. "**Costs**" are defined for purposes of this Section, and all other references to costs in this Easement, as including all reasonable costs necessitated by Owner's violation of the terms of this Easement or request for approval or amendment. Costs include, without limitation, costs and expenses of suit; reasonable professional fees of attorneys, consultants, witnesses, surveyors, and accountants; and expenses and compensation for actual staff time required to respond to a violation or request.

**6.6. Forbearance.** Enforcement of the terms of this Easement shall be at the discretion of the Trust. Any forbearance by the Trust to exercise its rights under this Easement shall not be deemed or construed to be a waiver, estoppel or laches by the Trust of such term or of any subsequent breach of the same or any other term of this Easement. No delay in or omission to exercise any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver, estoppel, or laches.

**6.7. Acts Beyond Owner's Control.** Nothing contained in this Easement shall be construed to entitle the Trust to bring any action against Owner for any injury to or change in the Easement Area resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, naturally occurring earth movement and other similar natural events, unauthorized actions by third parties (other than the agents, employees, or invitees of Owner) that Owner could not have reasonably prevented, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to any person or to the Easement Area resulting from such causes so long as such action, to the extent that Owner has control, is designed and carried out in a manner consistent with the Purpose of this Easement.

**6.8. Third-Party Violations.** Owner shall take reasonable efforts to prevent third parties from impairing the Easement Area's Conservation Values. In the event that a trespasser or

third party impairs the Easement Area's Conservation Values, Owner shall provide notice to the Trust of such action and take immediate action to prevent or eliminate such trespass or unauthorized use of the Easement Area. Owner is responsible for remedying all violations of the is Easement caused by third parties except as expressly provided in Section 6.7.

## **7. Access to the Easement Area.**

This Easement does not convey a right of access to the Easement Area for the general public. Consistent with Sections 8.4 and 11.2, Owner may not grant an easement, license, or other right of access to or across the Easement Area without the Trust's approval, which may be granted or withheld in its sole discretion; provided however that Owner shall have the right to permit third parties access to the permitted facilities or improvements within the Easement Area in connection with uses permitted in the Revised Project. Owner may grant general public access to the recreational facilities within the Easement Area only with the approval of the Trust, and only to the extent the Trust determines that such access is allowed in a reasonable manner and is consistent with the Purpose of this Easement.

## **8. Responsibilities of Owner and the Trust Not Affected by this Easement**

Except as specifically set forth in this Easement, this Easement is not intended to impose any legal or other responsibility on the Trust, or to limit any obligations of the Owner as owner of the Easement Area. Without limiting the generality of the foregoing, the Parties agree as follows:

**8.1. Costs, Legal Requirements, and Liabilities.** Owner retains and agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Easement Area, including the timely payment of all real property taxes and assessments levied by competent authority on the Easement Area. Owner shall keep the Easement Area free of any liens arising out of any work performed for or materials furnished to Owner that might impair the effectiveness of this Easement in any way. If the Trust pays any taxes, assessments, or levies on the Easement Area or Owner's interest in it, to protect the Trust's interest in the Easement, Owner will reimburse the Trust for any such costs. Owner shall be solely responsible for any costs related to the maintenance of general liability insurance and for obtaining any applicable government permits and approvals for any construction or other activity or use permitted by this Easement, which shall be undertaken in accordance with all then-applicable federal, state, and local laws, regulations, and requirements.

**8.2. Upkeep and Maintenance.** Owner shall be solely responsible for the upkeep and maintenance of the Easement Area. If the Trust incurs costs to maintain the Easement Area to protect the Trust's interest in the Easement Area, Owner will reimburse the Trust for any such reasonable costs.

**8.3. Subsequent Liens on Easement Area.** No provisions of this Easement shall be construed as impairing the ability of Owner to use the Easement Area as collateral for future indebtedness, provided that in no event may Owner cause a lien to be placed on only a portion of the Easement Area or otherwise create the potential for the Easement Area to be involuntarily transferred into multiple ownerships.



**8.4. Subsequent Encumbrances.** Owner may only grant subsequent easements, irrevocable licenses, access rights, or use restrictions on the Easement Area with the prior written approval of the Trust (which may be granted or withheld in its sole discretion), and only to the extent that such encumbrances are consistent with the Purpose of this Easement.

**8.5. General Liability.** The Trust shall have no responsibility whatever for the operation of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Owner, the public, or any third parties from risks relating to conditions on the Easement Area.

**8.6. Indemnification.** Owner shall release, hold harmless, indemnify, protect, and defend the Trust, its directors, officers, employees, agents, invitees and contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively, “**Trust Indemnified Parties**”) from and against any and all damage, liability, claim, loss, lien, penalty, or expense (including reasonable attorneys’ fees) arising out of or in any way connected or relating to the Easement Area or the Easement, except to the extent such damage, liability, claim, loss, lien, penalty or expense is the result of the Trust Indemnified Party’s active negligence or intentional misconduct. The Trust shall release, hold harmless, indemnify, protect, and defend Owner, its directors, officers, employees, agents, invitees and contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively, “**Owner Indemnified Parties**”) against any claim arising from a Trust Indemnified Party’s active negligence or intentional misconduct related to an entry upon the Easement Area by the Trust Indemnified Party, except to the extent of any Owner Indemnified Party’s negligence or intentional misconduct.

**8.7. Insurance.** Owner and Trust each agree to take out, and keep in force, public liability and other insurance to protect against any liability to the public, whether to persons or property, incident to the use of or resulting from an occurrence in or about the Easement Area. Such insurance shall be in the amount maintained by comparable properties for comparable uses and in no case less than Two Million Dollars (\$2,000,000) per occurrence, or such greater amount as the Parties may agree is required to remain commensurate with inflation. Owner and the Trust shall be named additional insureds on the other Party’s general liability insurance policy. The Trust will provide evidence of Trust’s insurance to Owner before entering the Property or Easement Area.

**8.8. Compliance with Law.** All activities and uses permitted on the Easement Area pursuant to this Easement shall be subject to, and undertaken in accordance with, all applicable federal, state, and local statutes, ordinances, rules, and regulations. This includes a requirement to obtain all necessary permits and approvals for activities and uses on the Easement Area.

**8.8.1. Marijuana.** As of the Effective Date of this Easement, cultivation, processing, and distribution of marijuana violate federal law and are prohibited under the terms of this Easement. Even if such activity becomes legal under all applicable law, including federal, state, and local authorities, such activity will remain prohibited under the terms of this Easement.

## 9. Representations and Warranties

### 9.1. Environmental Warranty.

**9.1.1.** Nothing in this Easement shall be construed as giving rise to any right or ability in the Trust to exercise physical or management control over the day-to-day operations of the Easement Area, or any of Owner's activities on the Easement Area, or otherwise to become an "owner" or "operator" or "responsible person" with respect to the Easement Area as those words are defined and used in environmental laws, including The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq. ("**CERCLA**"), or any corresponding state and local statute or ordinance.

**9.1.2.** Owner represents and warrants that it has no actual knowledge of a release or threatened release of hazardous substances, wastes, or materials on or affecting the Easement Area, as such substances, wastes, and materials are defined by applicable law, or any violation of applicable environmental laws, and hereby promises to hold harmless, and defend and indemnify, the Trust Indemnified Parties from and against any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste, material or substance or violation of environmental laws, including but not limited to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; CERCLA; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. § 136 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. § 300f et seq.; California Health and Safety Code § 25100, and in the regulations adopted and publications promulgated pursuant to them (collectively, "**Environmental Compliance Laws**").

**9.1.3.** Owner represents and warrants that, to its actual knowledge, no underground storage tanks are located within the Easement Area, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Area in a manner not in compliance with applicable Environmental Compliance Laws.

**9.1.4.** If at any time after the Effective Date of this Easement there occurs a release, discharge, or other incident in, on, or about the Easement Area of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Owner agrees to take all steps that are required of Owner under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

**9.2. Litigation, Proceedings and Investigations.** Owner represents and warrants that there is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Area. Owner further represents and warrants that no civil or criminal proceedings

or investigations have been instigated at any time known to the Owner, none is now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Easement Area or its use, nor do there exist any facts or circumstances that the Owner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

**9.3. Owner's Title Warranty.** Owner represents and warrants that it is the sole owner of the fee simple interest in the Easement Area, including the mineral estate, free from all encumbrances except those described in Exhibit K, and that all financial liens or financial encumbrances affecting the Easement Area have been subordinated to this Easement. Owner promises to defend title to the Easement Area against all claims made against it and to defend the Trust against all claims that may be made against the Easement. If Owner discovers at any time that any old or new interest in the Easement Area exists that is not disclosed in Exhibit K, Owner shall immediately notify the Trust of the discovery and shall take all necessary steps to ensure that the interest is made subject to this Easement and that the existence of the interest or the exercise of any rights under it does not interfere with this Easement.

**9.4. No Representation of Tax Benefits.** Owner represents and warrants that (i) Owner has not relied upon any information or analyses furnished by Trust with respect to the availability, amount, or effect of any tax deduction, credit, or other benefit to Owner or to the value of this Easement or the Easement Area; (ii) Owner has relied solely upon personal judgment and/or professional advice furnished by any appraiser and legal, financial, and accounting professionals engaged by Owner; and (iii) conveyance of this Easement is not conditioned upon the availability or amount of any deduction, credit or other tax benefit. If any person providing services in connection with this Easement or the Easement Area was recommended by Trust, Owner acknowledges that Trust is not responsible in any way for the performance of services by these persons.

## **10. Extinguishment and Condemnation**

**10.1. Extinguishment.** If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. In the event of such an extinguishment, Owner shall pay the Trust the amount provided in Section 10.2 at the time of termination. This Easement shall not be deemed terminated, extinguished, or otherwise affected until the Trust has received full payment under Section 10.2.

**10.2. Proceeds.** The grant of this Easement gives rise to a real property interest immediately vested in the Trust. The Parties stipulate that if this Easement is terminated in whole or in part, the Trust shall be entitled to recover from Owner the fair market value of its interest, which shall be the difference between the fair market value of the Easement Area unencumbered by the Easement and the fair market value of the Easement Area encumbered by the Easement, as determined on or about the date of the termination.



The values referenced in this Section 10.2 shall be determined by one or more qualified appraisals performed by an independent appraiser jointly selected by Owner and the Trust at the time of the termination. In the event Owner and the Trust are unable to select a single appraiser, then each Party shall select an appraiser and the two selected appraisers shall be instructed by the Parties to select a third qualified appraiser. Each Party's appraiser shall prepare an appraisal, the contents of which shall be kept confidential from the other Party's appraiser, and both appraisals shall be submitted concurrently to the third appraiser. If the appraisals are no more than 10% apart with respect to a valuation, the value for purposes of this Easement shall be the average of the two valuations. If the valuations are more than 10% apart, the third appraiser shall choose the appraisal it deems to be the most accurate valuation, and the chosen valuation shall be the value for purposes of this Easement. Any appraisal(s) undertaken under this section shall conform to the Uniform Standards of Professional Appraisal Practices. The cost of the appraisal(s) shall be paid by Owner, although nothing herein shall prevent Owner and the Trust from agreeing to have an appraisal prepared at a Party's individual expense.

**10.3. Condemnation.** If all or any part of the Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, Owner and the Trust shall act jointly to recover the full value of the interests in the Easement Area subject to the taking or in-lieu purchase and all direct and incidental damages resulting therefrom. The Trust's share of the amount recovered shall be determined by multiplying the amount recovered by the ratio produced by dividing (a) the difference between the fair market value of the Easement Area unencumbered by the Easement and the fair market value of the Easement Area encumbered by the Easement by (b) the fair market value of the Easement Area unencumbered by the Easement. Owner shall not agree to a sale in lieu of condemnation without prior written approval of Trust, which shall be given or withheld in its sole discretion.

**10.4. Economic Hardship.** It is the intention of the Parties that the Purpose of this Easement shall be carried out in perpetuity. Owner has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, neighboring properties may in the future be put entirely to such prohibited uses, and that conditions affecting use of the Easement Area including economics, climate change, and zoning or governmental policy, could change. It is the intent of both Owner and the Trust that any such changes shall not be deemed to justify the termination or extinguishment of this Easement pursuant to this Section 10. In addition, the inability of Owner, or their heirs, successors, or assigns to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

## **11. Transfer and Amendment**

**11.1. Assignment.** The Trust may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under California Civil Code sections 815 et seq. (or any successor provisions then applicable). All transfers shall be duly recorded. The Trust shall consult with Owner on any potential

successor Easement holder, and the Trust shall require, as a condition of any transfer, that any successor Easement holder continue to carry out the Purpose of this Easement.

**11.2. Subsequent Transfers by Owner.** Owner shall disclose this Easement to all prospective buyers of the Easement Area and give written notice to the Trust of the sale or transfer of the Easement Area, or of any interest in the Easement Area, at least thirty (30) days prior to the date of any such transfer. Owner shall provide the Trust with the name and contact information of any transferee. Owner further agrees to incorporate this Easement by reference in any deed or other legal instrument by which Owner transfers any interest in all or a portion of the Easement Area or by which Owner grants to a third party a right or privilege to use the Easement Area, including, without limitation, any easement, leasehold interest, or license agreement. Owner agrees to provide a copy of this Easement to any third party acquiring a leasehold interest. Owner's failure to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

**11.3. Estoppel Certificates.** The Trust will provide certificates to Owner or third parties indicating the extent to which, to the Trust's knowledge after due inquiry, Owner is in compliance with this Easement, after an inspection of the Easement Area by the Trust made at Owner's cost within 30 days after Owner's written request.

**11.4. Amendment.** Unforeseen or changed future circumstances may make it beneficial or necessary to amend this Easement in order to ensure the continued protection of the Conservation Values and guarantee the perpetual nature of this Easement. This Easement may be amended only with the prior written approval of the Trust and Owner, subject to review by the State of California, acting by and through the Office of the Attorney General, if required by law. Any amendment shall be consistent with the Purpose of the Easement, the Trust's mission, and the public interest; shall have a beneficial, or at least neutral, effect on the Conservation Values; shall not affect or diminish the perpetual duration of the Easement, nor the status or rights of the Trust under the Easement; and shall comply with section 815 of the Civil Code of California and the Trust's amendment policies and procedures. The Trust shall reject any amendment that would provide an impermissible private benefit, result in private inurement, or otherwise jeopardize the Trust's tax-exempt status. The decision to approve an amendment to this Easement is at the sole and absolute discretion of Trust and Owner. Owner shall bear all costs, as defined in Section 6.5, related to the Trust's review of and response to Owner's request for an amendment, including the cost to supplement the Baseline Report to reflect the amendment, if necessary. Any amendment shall be duly recorded in the official records of Lake County.

## **12. Notices.**

Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other, except for notice of Monitoring Visits pursuant to Section 3.2.1 shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

To the Trust:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

or to such other address as either Party shall from time to time designate by written notice to the other. Notice shall be deemed to have been given upon actual personal service or, if mailed, three (3) days after the date shown on the postmark of the envelope in which such notice is mailed.

The Trust shall provide notice at least seventy-two (72) hours in advance of Monitoring Visits pursuant to Section 3.2.1 via email at the email address on file for Owner.

### **13. General Provisions.**

**13.1. Recordation.** The Trust shall record this instrument in timely fashion in the Official Records of Lake County, California, and may re-record it at any time as may be required to preserve the Trust's rights in this Easement.

**13.2. Interpretation.** This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions to give maximum benefit to its Purpose. Except as otherwise provided, references to authorities in this Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Easement becomes effective. This Easement has been fully negotiated between the Parties so that any rule that documents may be construed against the drafter does not apply. In all matters of interpretation, whenever necessary to give effect to any clause of this Easement, the neuter or gender-specific pronouns include the masculine and feminine, the singular includes the plural, and the plural includes the singular.

**13.3. Severability.** If any term, provision, condition, or restriction of this Easement is held by a court of competent jurisdiction to be invalid, unlawful, unenforceable, or otherwise not effective, the remainder of this Easement, and the application of such provision to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect.

**13.4. Entire Agreement.** This Easement, together with the Baseline Report and any plan(s) approved in accordance with this Easement, is the final and complete expression of

the agreement between the Parties with respect to this subject matter. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into this written instrument.

**13.5. Joint Obligation.** The obligations imposed by this Easement on Owner shall be joint and several.

**13.6. Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, executors, heirs, lessees, successors, and assigns and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Easement Area.

**13.7. No Merger.** It is the express intent of the Parties that this Easement is not extinguished if this Easement and the fee title of the Easement Area are held by the same entity.

**13.8. Termination of Rights and Obligations.** A Party's rights and obligations under this Easement terminate upon transfer of that Party's interest in the Easement or Easement Area in compliance with this Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**13.9. Significance of Recitals and Terms.** The Recitals to this Easement are integral and operative provisions of this Easement.

**13.10. Headings.** The headings, titles, and subtitles in this instrument have been inserted solely for convenience of reference and shall have no effect upon construction or interpretation.

**13.11. Counterparts.** The Parties may execute this instrument in two or more counterparts that shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall control.

**13.12. Representation of Authority of Signatories.** Each individual executing this Easement represents and warrants to the other Party that the execution and delivery of this Easement and all related documents have been duly authorized by the Party for which the individual is signing and that the individual has the legal capacity to execute and deliver this Easement and thereby to bind the Party for which the individual is signing.

**13.13. Sufficient Counsel.** Owner warrants that it has reviewed this Easement and its effects on the Easement Area with appropriate independent legal counsel and financial advisor(s) of its own choosing.

TO HAVE AND TO HOLD unto the Trust, its successors, and assigns, forever.



IN WITNESS WHEREOF, Owner and the Trust have executed this Deed of Easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER:**

Dated: \_\_\_\_\_, 2025

**Bohn Valley 1, LLC**

By: \_\_\_\_\_  
Name:  
Its:

Dated: \_\_\_\_\_, 2025

**Bohn Valley 2, LLC**

By: \_\_\_\_\_  
Name:  
Its:

Dated: \_\_\_\_\_, 2025

**Butts Creek, LLC**

By: \_\_\_\_\_  
Name:  
Its:

Dated: \_\_\_\_\_, 2025

**Guenoc Valley, LLC**

By: \_\_\_\_\_  
Name:  
Its:

**TRUST:**

\_\_\_\_\_,  
a California nonprofit public benefit corporation

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name:  
Its:

# **CE Exhibit A**

## **Guenoc Property Legal Description**

## **GUENOC PROPERTY LEGAL DESCRIPTION**

The land described herein is situated in the unincorporated area of the County of Lake, State of California and is described as follows:

### **TRACT ONE:**

#### **Parcel 1: Certificate of Compliance No. CC 11-30**

Lots numbered Five, Six, Seven and Ten of Section Six in Township Ten North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006016.

APN: 013-022-190

#### **Parcel 2: Certificate of Compliance No. CC 11-31**

The Northeast quarter of Section Twelve in Township Ten North, Range Six West, Mount Diablo Meridian.

Excepting therefrom the Southwest quarter of the Northeast quarter of said Section Twelve.

All as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006010.

APN: 013-023-200

#### **Parcel Three: Certificate of Compliance No. CC 11-32**

Lot numbered One and the Northeast quarter of the Northwest quarter of Section Twelve, and the Lot numbered Ten and the East half of the Southwest quarter of Section One, all in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006011.

APN: 013-023-210

#### **Parcel 4: Certificate of Compliance No. CC 11-33**

Lots numbered One and Two of Section One in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006015.

APN: 013-023-230

#### **Parcel Five: Certificate of Compliance No. CC 11-34**

The Southeast quarter of Section One in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006012.

APN: 013-023-220

**Parcel Six: Certificate of Compliance No. CC 11-35**

Lot One of Section Thirty and Lots Three and Four and the Southeast quarter of the Southwest quarter of Section Nineteen, Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom the following:

**Tract One:**

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section Thirty, Township Eleven North, Range Five West, M.D.M., and running South 33'15" West 911 feet; thence South 480 feet to the South line of Lot One of said Section Thirty; thence East along said Lot line 502 feet to the Southeast corner thereof; thence North 1,320 feet along the East line of said Lot One to the place of beginning.

**Tract Two:**

Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of Section Thirty, Township Eleven North, Range Five West, M.D.M., and running North 33'15" East 89.7 feet; thence East 1,300 feet, parallel to the North line of said Section Thirty, to a point 75 feet North of the Northeast corner of said Northwest quarter of Section Thirty; thence South to the said Northeast corner of the Northwest quarter of Section Thirty; thence West 1,350 feet along the North line of said Section Thirty to the place of beginning.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007456.

APN: 013-019-250

**Parcel Seven: Certificate of Compliance No. CC 11-36**

Lot numbered Four of Section Two, and the Lots numbered Eight and Nine, and the West half of the Lot numbered Seven of Section One in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006017.

APN: 013-023-240

**Parcel Eight: Certificate of Compliance No. CC 11-37**

Lots numbered Eleven and Twelve and the Southeast quarter of the quarter of the Northwest quarter of Section Seven in Township Ten described in that certain Certificate of Compliance recorded April Document No. 2012006013.

APN: 013-022-180

**Parcel Nine: Certificate of Compliance No. CC 11-38**

Lots numbered Two, Three and Four and the Southeast quarter of the Southwest quarter of Section Thirty in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006014.

APN: 013-021-180



**Parcel Ten: Certificate of Compliance No. CC 11-39**

The Southwest quarter of the Northeast quarter and the South half of the Northwest quarter of Section Twenty-five, and the Southeast quarter of the Northeast quarter of Section Twenty-six, all in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007458.

APN: 013-016-150

**Parcel Eleven: Certificate of Compliance No. CC 11-40**

The East half of the Northeast quarter of Section Thirty-one, and the South half of the Southeast quarter of Section Thirty, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006018.

APN: 013-021-190

**Parcel Twelve: Certificate of Compliance No. CC 11-41**

The Southwest quarter of the Northeast quarter, the North half of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section Nineteen, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006019.

APN: 013-019-240

**Parcel Thirteen: Certificate of Compliance No. CC 11-42**

The North half of the South half of Section Twenty-five and the Northeast quarter of the Southeast quarter of Section Twenty-six, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017313.

APN: 013-016-120

**Parcel Fourteen: Certificate of Compliance No. CC 11-43**

The East half of the Southeast quarter of Section Twenty-four, and the East half of the Northeast quarter of Section Twenty-five, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005996.

APN: 013-016-130

**Parcel Fifteen: Certificate of Compliance No. CC 11-44**

Lot Four of Section One, Lot One of Section Two in Township Ten North, Range Six West, Mount Diablo Meridian, and Lot Four of Section Thirty-five in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005997.

APN: 013-023-180

**Parcel Sixteen: Certificate of Compliance No. CC 11-45**

Lots numbered One and Two, the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section Twenty-six, in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007459.

APN: 013-016-160

**Parcel Seventeen: Certificate of Compliance No. CC 11-46**

The South half of the Southeast quarter of Section Fifteen and the East half of the Northeast quarter of Section Twenty-two, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005998.

Excepting from said Section Twenty-two all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other minerals contained therein as reserved in the Patent from the State of California to Woodland Farms, Inc., dated September 6, 1956, recorded September 25, 1956 in Book 268 of Official Records at Page 229.

Also excepting from said Section Twenty-two all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other minerals contained therein as reserved in that Patent from the State of California to Magoon Estates, Limited, dated August 4, 1977, recorded September 27, 1977 in Book 899 of Official Records at Page 694.

APNs: 013-024-370 and 013-024-380

**Parcel Eighteen: Certificate of Compliance No. CC 11-47**

The South half of the Southwest quarter of Section Twenty-five, and the Southeast quarter of the Southeast quarter, the Northwest quarter of the Southeast quarter, and the Southwest quarter of the Northeast quarter of Section Twenty-six, all in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007460.

APN: 013-016-170

**Parcel Nineteen: Certificate of Compliance No. CC 11-48**

The West half of the Southeast quarter and the East half of the Southwest quarter of Section Twenty-four, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described

in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005999.

APN: 013-015-590

**Parcel Twenty: Certificate of Compliance No. CC 11-49**

Lot numbered Two and the Southeast quarter of the Northwest quarter of Section Nineteen in Township Eleven North, Range Five West, Mount Diablo Meridian, and the South half of the Northeast quarter of Section Twenty-four, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006000.

APN: 013-019-220

**Parcel Twenty-one: Certificate of Compliance No. CC 11-50**

The Northwest quarter of the Southwest quarter, the South half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section Twenty-four, in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007463.

APN: 013-015-600

**Parcel Twenty-two: Certificate of Compliance No. CC 11-51**

The East half of the Northeast quarter, the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section Nineteen, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006001.

APN: 013-019-230

**Parcel Twenty-three: Certificate of Compliance No. CC 11-52**

Lot numbered Two of Section Fifteen, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006002.

Excepting therefrom an undivided one-sixteenth of all coal, oil, gas, and other mineral deposits contained in said land as reserved in the patent from the State of California, as reserved to the State of California by the provisions of the Act of the Legislature, Statute of 1921, Page 404, and amendments thereto.

APN: 013-024-400

**Parcel Twenty-four: Certificate of Compliance No. CC 11-53**

Lot numbered Three and the Southwest quarter of the Southeast quarter of Section Twenty-six and the Lot numbered One and the Northeast quarter of the Northeast quarter of Section Thirty-five, in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded May 1, 2012 in Official Records of Lake County under Document No. 2012007462.

APN: 013-016-180

**Parcel Twenty-five: Certificate of Compliance No. CC 11-55**

The South half of the Southeast quarter of Section Six, and the West half of the Northeast quarter of Section Seven, all in Township Ten North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006003.

APN: 013-022-160

**Parcel Twenty-six: Certificate of Compliance No. CC 11-57**

The South half of the Southeast quarter of Section Twenty-five in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006020.

Excepting therefrom an undivided one-sixteenth of all coal, oil, gas, and other mineral deposits contained in said land as reserved in the patent from the State of California, as reserved to the State of California by the provisions of the Act of the Legislature, Statute of 1921, Page 404, and amendments thereto.

APN: 013-016-140

**Parcel Twenty-seven: Certificate of Compliance No. CC 11-58**

The North half of the Northwest quarter of Section Thirty-three, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom the portion lying within Napa County.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017314.

Excepting therefrom an undivided one-sixteenth of all coal, oil, gas, and other mineral deposits contained in said land as reserved in the patent from the State of California, as reserved to the State of California by the provisions of the Act of the Legislature, Statute of 1921, Page 404, and amendments thereto.

APN: 013-021-200



**Parcel Twenty-eight: Certificate of Compliance No. CC 11-60**

The West half of the Northeast quarter and the North half of the Southeast quarter of Section Thirty-one, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006022.

APN: 013-021-170

**Parcel Twenty-nine: Certificate of Compliance No. CC 11-61**

Lots Five and Six of Section One, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006023.

APN: 013-023-250

**Parcel Thirty: Certificate of Compliance No. CC 11-63**

The South half of the Southeast quarter, the Northwest quarter of the Southeast quarter, the Northeast quarter of the Southwest quarter, the South half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section Seven in Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting therefrom the following:

1. Any portion lying within the County of Napa.
2. All the portion as described in the Lot Line Adjustment recorded March 12, 1998, in Document No. 98-003880.
3. Any portion lying within the South half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section 7.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017315.

APN: 013-022-200

**Parcel Thirty-one: Certificate of Compliance No. CC 11-64**

The Northwest quarter of the Southwest quarter, Lot Six and the West half of Lots Seven and Eight of Section Five, the North half of the Southeast quarter, the Northeast quarter of the Southwest quarter and Lots One, Two, Three, Four, Eight and Nine of Section Six, all in Township Ten North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006005.

Excepting from the West half of Lots Seven and Eight all coal and other minerals in said land together with the right to prospect for, mine, and remove the same pursuant to the Act of December 29, 1916 (39 Stat., 862) as reserved in the patent from the United States of America, recorded in Book 9 of Patents, Page 280, Records of said County.

APN: 013-022-170

**Parcel Thirty-two: Certificate of Compliance No. CC 11-65**

The West half of Section Thirty-one in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006004.

APN: 013-021-160

**Parcel Thirty-three: Certificate of Compliance No. CC 11-66**

Lots Two and Three and the Southeast quarter of the Northeast quarter of Section Thirty-five, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005987.

APN: 013-016-100

**Parcel Thirty-four: Certificate of Compliance No. CC 11-68**

The Southeast quarter of the Southeast quarter of Section Twenty-three, and the Northeast quarter of the Northeast quarter of Section Twenty-six, in Township Eleven North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that parcel of land as described in Book 226 of Official Records, Page 371, Lake County Records.

All as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005989.

APN: 013-016-110

**Parcel Thirty-five: Certificate of Compliance No. CC 11-69**

The Southwest quarter of the Northeast quarter of Section Twelve, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005990.

APN: 013-023-160

**Parcel Thirty-six: Certificate of Compliance No. CC 11-74**

Section Thirty-six in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005991.

APN: 013-016-061

**Parcel Thirty-seven: Certificate of Compliance No. CC 11-75**

The East half of Lot Seven of Section One in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005992.

APN: 013-023-170

**Parcel Thirty-eight: Certificate of Compliance No. CC 11-76**

The West half of the Southwest quarter and the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section Thirty-two, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017316.

APN: 013-021-210

**Parcel Thirty-nine: Certificate of Compliance No. CC 11-77**

The West half of the Northwest quarter, and the Southeast quarter of the Northwest quarter, and the Southwest quarter of the Northeast quarter of Section Thirty-two, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017317.

APN: 013-021-220

**Parcel Forty: Certificate of Compliance No. CC 11-78**

Lot Three of Section One, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006006.

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, contained in said land, and further reserving to the state of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas or gas, and to prospect for, mine, and remove such deposits of other minerals from said land, and to occupy and use so much of the surface of said land as may be required therefore, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part I, Division 6 of the public Resource Code, as reserved in the patent from the State of California, recorded in Book 268, Page 229, Official Records of said County.

APN: 013-023-061

**Parcel Forty-one: Certificate of Compliance No. CC 11-79**

The Northwest quarter of the Southwest quarter of Section Thirty-three, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017318.

Excepting therefrom one-sixteenth of all coal, oil, gas and other mineral deposits contained therein, as reserved in the Patent from the State of California to A.R. Asbill, dated October 13, 1925, recorded November 2, 1925 in Book 9 of Patents, at Page 230.

APN: 013-021-230

**Parcel Forty-two: Certificate of Compliance No. CC 11-80**

Lot Two, Section Twelve in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006007.

APN: 013-023-091

**Parcel Forty-three: Certificate of Compliance No. CC 11-81**

Lot Three, Section Two in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006008.

APN: 013-023-190

**Parcel Forty-four: Certificate of Compliance No. CC 11-82**

Lot Two, Section Two in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012006009

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, contained in said land, and further reserving to the state of California, and persons authorized by the State, the right to drill for and extract such deposits of oil and gas or gas, and to prospect for, mine, and remove such deposits of other minerals from said land, and to occupy and use so much of the surface of said land as may be required therefore, upon compliance with the conditions and subject to the provisions and limitations of Chapter 5, Part I, Division 6 of the public Resource Code, as reserved in the patent from the State of California, recorded in Book 899, Page 694, Official Records of said County.

APN: 013-023-111

**Parcel Forty-five: Certificate of Compliance No. CC 11-83**

The Southeast quarter of the Northeast quarter and the East half of the Southeast quarter of Section Thirty-two, and the Southwest quarter of the Southwest quarter of Section Thirty-three, all being in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017319.

Excepting from said lands lying within Section Thirty-three, one-sixteenth of all coal, oil, gas and other mineral deposits contained therein, as reserved in the Patent from the State of California to A.R. Asbill, dated October 13, 1925, recorded November 2, 1925 in Book 9 of Patents, at Page 230.

APN: 013-021-240



**Parcel Forty-six: Certificate of Compliance No. CC 11-84**

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section Seven, and the West half of the Southwest quarter of Section Eight, all in Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017320.

APN: 013-022-210

**Parcel Forty-seven: Certificate of Compliance No. CC 11-85**

The Southwest quarter of the Southwest quarter of Section Five, the Northeast quarter of the Northeast quarter of Section Seven, and the West half of the Northwest quarter of Section Eight, all in Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017321.

APN: 013-022-220

**Parcel Forty-eight: Certificate of Compliance No. CC 11-86**

The Southeast quarter of the Southeast quarter of Section Thirty-one, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005988.

APN: 013-021-150

**Parcel Forty-nine: Certificate of Compliance No. CC 11-87**

The Southwest quarter of the Northwest quarter of Section Thirty-three, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005993.

Excepting therefrom one-sixteenth of all coal, oil, gas and other mineral deposits contained therein, as reserved in the Patent from the State of California to A.R. Asbill, dated October 13, 1925, recorded November 2, 1925 in Book 9 of Patents, at Page 230.

APN: 013-021-130

**Parcel Fifty: Certificate of Compliance No. CC 11-88**

The Southwest quarter of the Southeast quarter of Section Thirty-one, in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded April 3, 2012 in Official Records of Lake County under Document No. 2012005994.

APN: 013-021-140

**Parcel Fifty-one: Certificate of Compliance No. CC 11-89**

The South Half of the Southeast quarter and the Northwest quarter of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section Twenty-eight, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017322.

APN: 013-021-050

**Parcel Fifty-two: Certificate of Compliance No. CC 11-90**

Lots numbered Four and Five of Section Five in Township Ten North, Range Five West, Mount Diablo Meridian, and the Southeast quarter of the Southwest quarter, and the Southwest quarter of the Southeast quarter of Section Thirty-two in Township Eleven North, Range Five West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017323.

APN: 013-021-250

**Parcel Fifty-three: Certificate of Compliance No. CC 11-91**

The Southeast quarter of the Northwest quarter of Section Thirty-three, in Township Eleven North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017324.

Excepting therefrom an undivided one-sixteenth of all coal, oil, gas, and other mineral deposits contained in said land as reserved in the patent from the State of California, recorded in Book 9 of Patents, Page 230, Records of said County.

APN: 013-021-260

**Parcel Fifty-four: Certificate of Compliance No. CC 11-92**

Lots One and Two, the East half of Lot Eight, the East half of Lot Seven and the East half of the Southwest quarter of Section Five, and the East half of the Northwest quarter and the Northeast

quarter of the Southwest quarter of Section Eight, all in Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded October 12, 2012 in Official Records of Lake County under Document No. 2012017325.

APN: 013-022-230

**Parcel Fifty-five: Certificate of Compliance No. CC 12-16**

Lot Three of Section Five in Township Ten North, Range Five West, Mount Diablo Meridian. Excepting therefrom any portion lying within the County of Napa.

All as described in that certain Certificate of Compliance recorded March 6, 2013 in Official Records of Lake County under Document No. 2013003323.

APN: 013-022-240

**Parcel Fifty-six: Certificate of Compliance No. CC 12-17**

The Southwest quarter of the Southwest quarter of Section Twenty-four and the North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section Twenty-five, in Township Eleven North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded March 6, 2013 in Official Records of Lake County under Document No. 2013003324.

APN: 013-016-190

**Parcel Fifty-seven: Certificate of Compliance No. CC 12-18**

The West half of the Northeast quarter and the East half of the Northwest quarter of Section 22, in Township Ten North, Range Six West, Mount Diablo Meridian, as described in that certain Certificate of Compliance recorded March 6, 2013 in Official Records of Lake County under Document No. 2013003325.

APN: 013-024-390

**Parcel Fifty-eight:**

All that certain real property designated and described in Exhibit "A" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lots numbered Three and Four of Section Fifteen, and Lot number Four and that portion of Lot numbered Three of Section Fourteen, lying Southerly of the South line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder, of the County of Lake, on February 27, 1957, in Book 273 of Official Records at Page 304, all lying within Township Ten North, Range Six West, Mount Diablo Meridian.

APN: 013-024-290

**Parcel Fifty-nine:**

All that certain real property designated and described in Exhibit "B" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

All that portion of Lot numbered Two and that portion of the Southwest quarter of the Northeast quarter of Section Fourteen, Township Ten North, Range Six West, Mount Diablo Meridian, lying South of the Southerly line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder of the County of Lake, on November 22, 1955 in Book 259 at Page 203, Lake County Records.

APN: 013-024-300

**Parcel Sixty:**

All that certain real property designated and described in Exhibit "H" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lot Numbered One in Section Eleven, Lots numbered Four and Five, and that portion of the Southwest quarter of the Southeast quarter of Section Twelve, lying Northwesterly of a line described as Beginning at the Southwest corner of said Southwest quarter of the Southeast quarter and running thence Northeasterly, in a direct line, to the Northeast corner of said Southwest quarter of the Southeast quarter of said Section Twelve; all lying with Township Ten North, Range Six West, Mount Diablo Meridian.

APN: 013-023-130

**Parcel Sixty-one:**

All that certain real property designated and described in Exhibit "I" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lot numbered Three, the Southeast quarter of the Northwest quarter, the Northwest quarter of the Southeast quarter, and that portion of the Northeast quarter of the Southeast quarter, lying Northwesterly of a line described as Beginning at the Southwest corner of said Northeast quarter of the Southeast quarter, and running thence Northeasterly, in a direct line, to the Northeast corner of said Northeast quarter of the Southeast quarter of Section Twelve, Township Ten North, Range Six West, Mount Diablo Meridian.

APN: 013-023-140

**Parcel Sixty-two:**

All that certain real property designated and described in Exhibit "J" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:



The Northeast quarter of the Northwest quarter, the North half of the South half of the Northwest quarter, and the Southwest quarter of the Southwest quarter of the Northwest quarter of Section Seven, Township Ten North, Range Five West, Mount Diablo Meridian.

Excepting from Tract One any portion thereof lying within the County of Napa, State of California.

Also excepting therefrom any portion thereof of Tract One lying within Section 18, Township 10 North, Range 5 West, M.D.M., and Sections 13, 14 and 24, Township 10 North, Range 6 West, M.D.M., described in those certain Deeds to the County of Lake dated May 21, 1955, and July 8, 1955, recorded July 13, 1955, in Book 254 of Official Records of Lake County at Pages 399 and 401.

APN: 013-022-130

**TRACT TWO:**

Lots 1 and 3 as shown on that certain Subdivision Map filed in the office of the County Recorder of said Lake County on December 17, 1999 in Book 15 of Subdivision Maps at Pages 46, 47, 48 and 49 being a portion of Parcel Z as shown on a map filed in the office of the County Recorder of said Lake County on March 31, 1981, in Book 19 of Parcel Maps at Page 48.

Excepting therefrom all that portion thereof granted to the County of Lake by Deed recorded June 12, 1974, in Book

763 of Official Records at Page 188.

Not in crosswalk. APNs active in GIS

APN's: 014-310-071, 014-310-091, 014-330-091, 014-340-041, 014-004-251, 014-320-080 and 014-320-100.

**TRACT THREE:**

All that certain real property designated and described in Exhibit "C" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

All that portion of the Northwest quarter of the Southwest quarter of Section Thirteen, Township Ten North, Range Six West, Mount Diablo Meridian, lying South of the Southerly line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake, on July 13 1955, in Book 254 of Official Records at Page 399, Lake County Records.

APN 013-024-310

**TRACT FOUR:**

All that certain real property designated and described in Exhibit "D" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

The Northeast quarter of the Southwest quarter, the Northwest quarter of the Southeast quarter, the East half of the Southeast quarter of the Southwest quarter, and the South half of the Southeast quarter of Section Thirteen, the East half of the Northeast quarter of the Northwest quarter and the North half of the Northeast quarter of Section Twenty-four, Township Ten North, Range Six West, Mount Diablo Meridian.

Excepting therefrom that portion lying North of the South line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake, on July 13, 1955, in Book 254 of Official Records at Page 399, Lake County Records.

Also excepting therefrom any portion of the lands described herein, which may lie within Napa County, California.

APN's 013-024-350 and 013-024-360

**TRACT FIVE:**

Parcel No. 1 as shown on a map filed in the Office of the County Recorder of said Lake County on October 29, 1974, in Book 8 of Parcel Maps at Page 23, and being part of Section 28, 29 and 32, all in Township 11 North, Range 5 West, M.D.M.

APN 013-053-011

**TRACT SIX:**

[Intentionally deleted.]

**TRACT SEVEN:**

**Parcel One:**

All that certain real property designated and described in Exhibit "E" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lots numbered 1, 2, and 3, and the South half of the Northeast quarter of Section 14, the Northwest quarter, the North half of the Southwest quarter, the North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, and the West half of the Southeast quarter of Section 13, and that portion of the Southeast quarter of Section 12, lying Southeasterly of a line described as beginning at the Southwest corner of said Southeast quarter of Section 12 and running from said point of beginning, Northeasterly, in a direct line, to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 12, and thence Northeasterly, in a direct line, to the Northeast corner of said Southeast quarter of Section 12, all in Township 10 North, Range 6 West, M.D.B. & M., together with Lot numbered 1, that portion of Lot numbered 2 lying Northwesterly of a line described as beginning at the Southwest corner of said Lot 2 and running thence from said point of beginning, Northeasterly, in a direct line, to the Northeast corner of said Lot 2, the South half of the Southeast quarter of the Northwest quarter and the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 7, Township 10 North, Range 5 West M.D.B. & M.

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral contained therein as reserved in the Patent from the State of California to Woodland

Farms, Inc., dated September 6, 1956, recorded September 25, 1956 in Book 268 of Official Records at Page 229.

Also excepting therefrom all oil, gas, oil, shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other minerals contained therein, as reserved in that Patent from the State of California to Magoon Estates, Limited, dated August 4, 1977, recorded September 27, 1977, in Book 899 of Official Records at Page 694.

Also excepting therefrom any portion thereof lying within the County of Napa, State of California.

Also excepting therefrom that portion lying South of the North line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder, of the County of Lake, on July 13, 1955 in Book 254 of Official Records at Page 399, Lake County Records.

Also excepting therefrom any portion thereof lying within Section 18, Township 10 North, Range 5 West, M.D.M., and Sections 13,14 and 24, Township 10 North, Range 6 West, M.D.M., described in those certain Deeds to the County of Lake dated May 21, 1955, and July 8, 1955, recorded July 13, 1955, in Book 254 of Official Records of Lake County at Pages 399 and 401.

Excepting from the Northwest quarter and the Southwest quarter of the Northeast quarter of said Section 13 all coal and other minerals in said land together with the right to prospect for, mine, and remove the same pursuant to the Act of December 29, 1916 (39 Stat., 862) as reserved in the patent from the United States of America, recorded in Book 157, Page 358, Official Records of said County.

APN: 013-023-120, 013-024-330 and 013-022-080

**Parcel Two:**

All that certain real property designated and described in Exhibit "Fw in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

The East half of the Southeast quarter, the Southeast quarter of the Northeast quarter of Section 13, Township 10 North, Range 6 West, M.D.B. & M., and Lot numbered 1 and that portion of Lot 2 lying Northwesterly of a line described as beginning at the Southwest corner of said Lot 2, and running thence from said point of beginning, Northeasterly, in a direct line, to the Northeast corner of said Lot 2, within Section 18, Township 10 North, Range 5 West, M.D.B. & M., and that portion of Lot numbered 2 and the Southeast quarter of the Southwest quarter of Section 7, Township 10 North, Range 5 West, M.D.B. & M., described as beginning at the Southwest corner of said Section 7, also being the Southwest corner of said Lot 2, and running thence from said point of beginning, Northeasterly, in a direct line, to the Northeast corner of said Lot 2, also being the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 7, thence East, along the North line of said Southeast quarter of the Southwest quarter to the Northeast corner thereof; thence Southwesterly, in a direct line, to the Southwest corner of said Southeast quarter of the Southwest quarter of said Section 7, also being the Southeast corner of said Lot 2, and thence West, along the South line of said Lot 2 to the point of beginning.

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral contained therein as reserved in the Patent from the State of California to Woodland Farms, Inc., dated September 6, 1956, recorded September 25, 1956 in Book 268 of Official Records at Page 229.

Also excepting therefrom all oil, gas, oil, shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other minerals contained therein, as reserved in that Patent from the State of California to Magoon Estates, Limited, dated August 4, 1977, recorded September 27, 1977, in Book 899 of Official Records at Page 694.

Also excepting therefrom any portion thereof lying within the County of Napa, State of California.

Also excepting therefrom that portion lying South of the North line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder, of the County of Lake, on July 13, 1955 in Book 254 of Official Records at Page 399, Lake County Records.

Also excepting therefrom any portion thereof lying within Section 18, Township 10 North, Range 5 West, M.D.M., and Sections 13, 14 and 24, Township 10 North, Range 6 West, M.D.M., described in those certain Deeds to the County of Lake dated May 21, 1955, and July 8, 1955, recorded July 13, 1955, in Book 254 of Official Records of Lake County at Pages 399 and 401.

APN: 013-024-340, 013-022-090 and 013-022-100

**Parcel Three:**

All that certain real property designated and described in Exhibit "G" in that certain Notice of Lot Line Adjustment recorded March 12, 1998 in Official Records of Lake County, under Document No. 98-003880, being more particularly described as follows:

Lots numbered 3 and 4, that portion of Lot numbered 2 lying Southeasterly of a line described as beginning at the Southwest corner of said Lot 2, and running thence Northeasterly, in a direct line, to the Northeast corner of said Lot 2, the East half of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 18, and that portion of the Southeast quarter of the Southwest quarter of Section 7, lying Southeasterly of a line described as beginning at the Southwest corner of said Southeast quarter of the Southwest quarter of said Section 7, and running thence Northeasterly, in a direct line, to the Northeast corner of said Southeast quarter of the Southwest quarter of said Section 7, all within Township 10 North, Range 5 West, M.D.B. & M., Lake County California

Excepting therefrom all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral contained therein as reserved in the Patent from the State of California to Woodland Farms, Inc., dated September 6, 1956, recorded September 25, 1956 in Book 268 of Official Records at Page 229.

Also excepting therefrom all oil, gas, oil, shale, coal, phosphate, sodium, gold, silver, geothermal resources and all other minerals contained therein, as reserved in that Patent from the State of



California to Magoon Estates, Limited, dated August 4, 1977, recorded September 27, 1977, in Book 899 of Official Records at Page 694.

Also excepting therefrom any portion thereof lying within the County of Napa, State of California.

Also excepting therefrom that portion lying South of the North line of that certain County Road known as Butts Canyon Road, as conveyed to the County of Lake by that certain Deed filed in the Office of the County Recorder, of the County of Lake, on July 13, 1955 in Book 254 of Official Records at Page 399, Lake County Records.

Also excepting therefrom any portion thereof lying within Section 18, Township 10 North, Range 5 West, M.D.M., and Sections 13, 14 and 24, Township 10 North, Range 6 West, M.D.M., described in those certain Deeds to the County of Lake dated May 21, 1955, and July 8, 1955, recorded July 13, 1955, in Book 254 of Official Records of Lake County at Pages 399 and 401.

APN's: 013-022-110 and 013-022-120

# **CE Exhibit B**

## **Property**





*Lotusland Investment Holdings, Inc*  
*22000 Butts Canyon Rd.*  
*Middletown, CA 95461*



# **CE Exhibit C**

## **Legal Description of Easement**

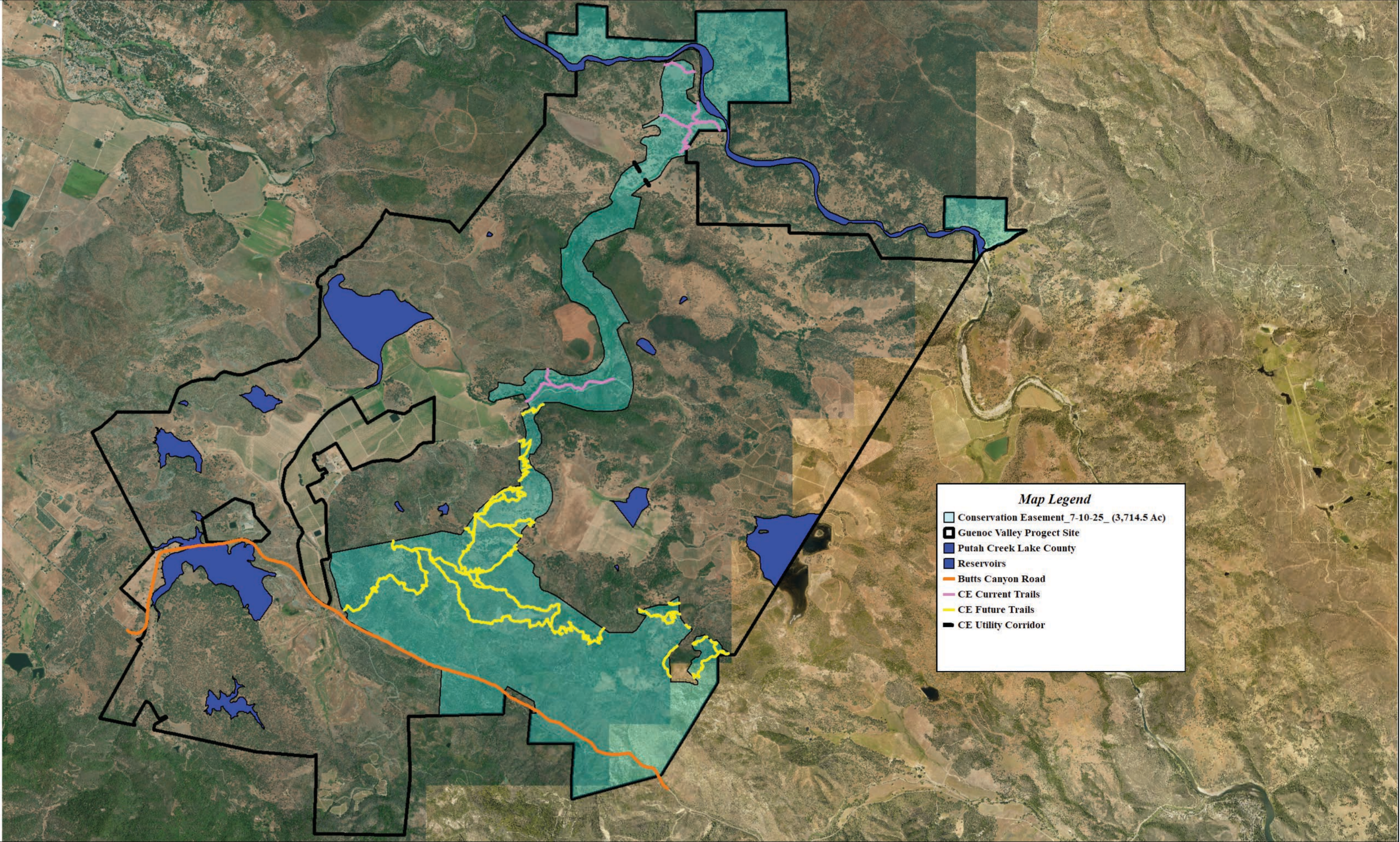
[TO BE INSERTED]



**LEGAL DESCRIPTION OF EASEMENT**

[TO BE INSERTED]





**Map Legend**

- Conservation Easement\_7-10-25\_ (3,714.5 Ac)
- Guenoc Valley Project Site
- Putah Creek Lake County
- Reservoirs
- Butts Canyon Road
- CE Current Trails
- CE Future Trails
- CE Utility Corridor

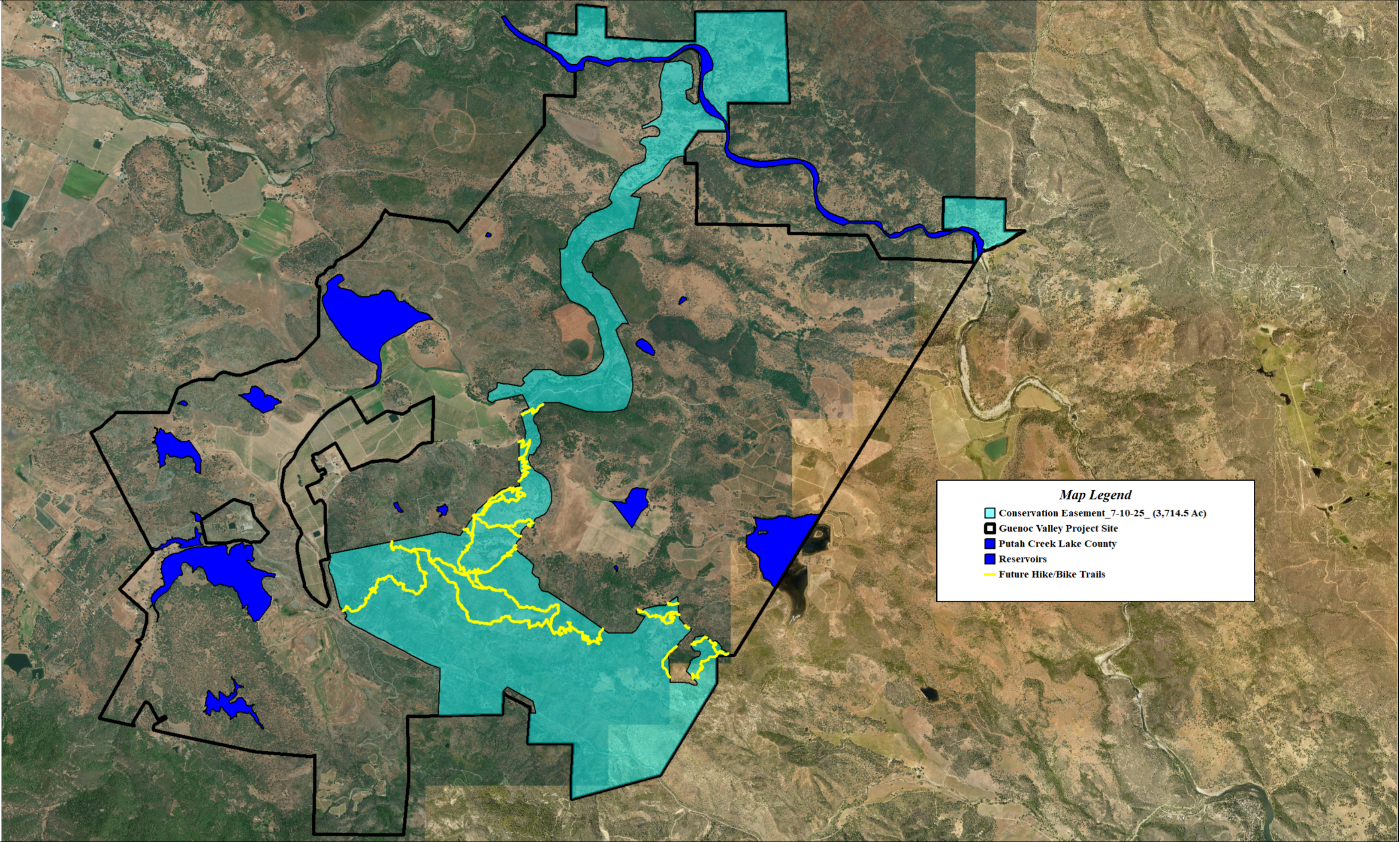




# **CE Exhibit D**

## **Trails**





*Map Legend*

- Conservation Easement\_7-10-25\_ (3,714.5 Ac)
- Guenoc Valley Project Site
- Putah Creek Lake County
- Reservoirs
- Future Hike/Bike Trails

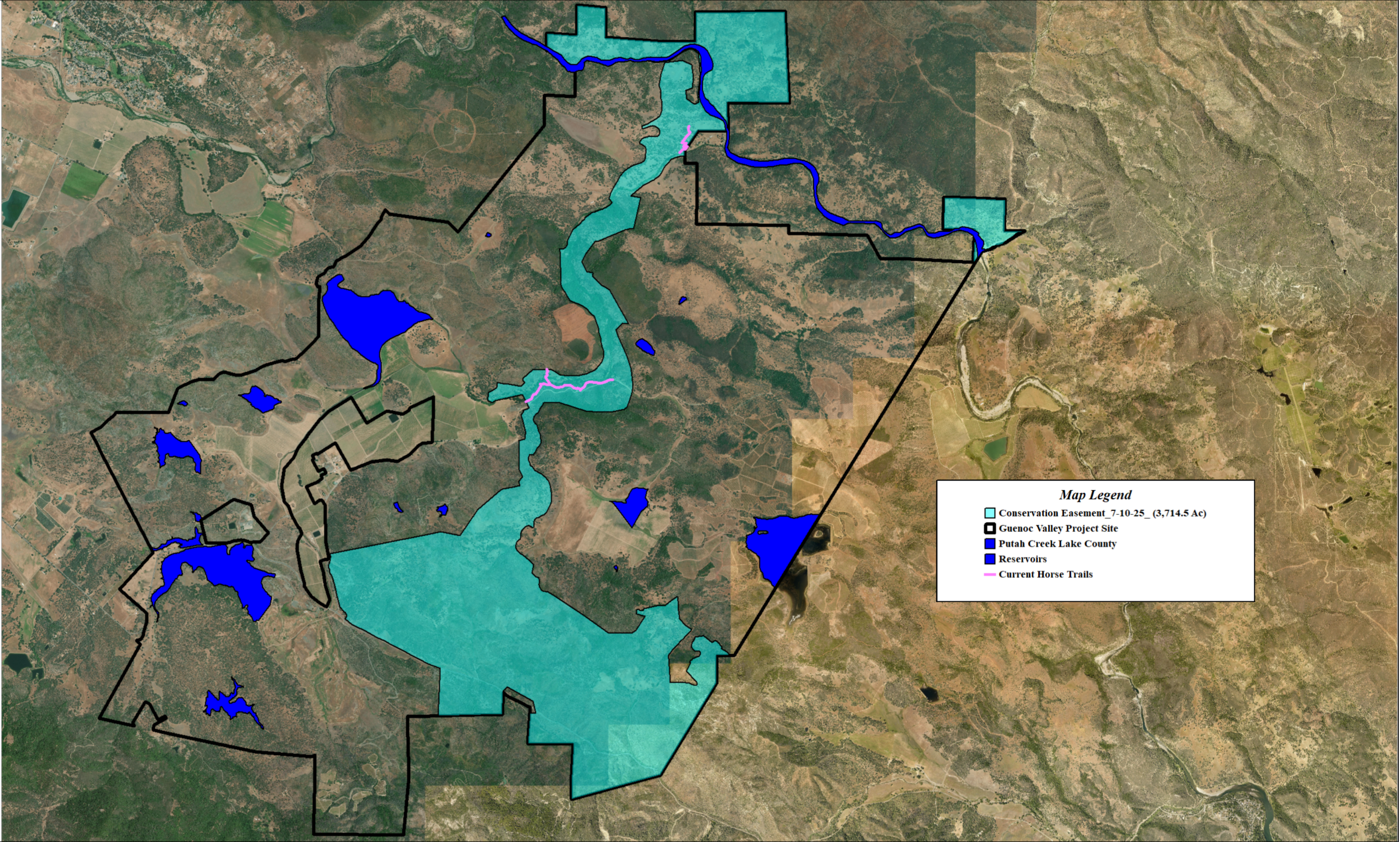




# **CE Exhibit E**

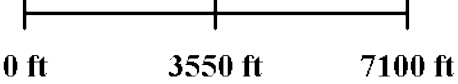
## **Horse Trail Exhibit**





*Map Legend*

- Conservation Easement\_7-10-25\_ (3,714.5 Ac)
- Guenoc Valley Project Site
- Putah Creek Lake County
- Reservoirs
- Current Horse Trails

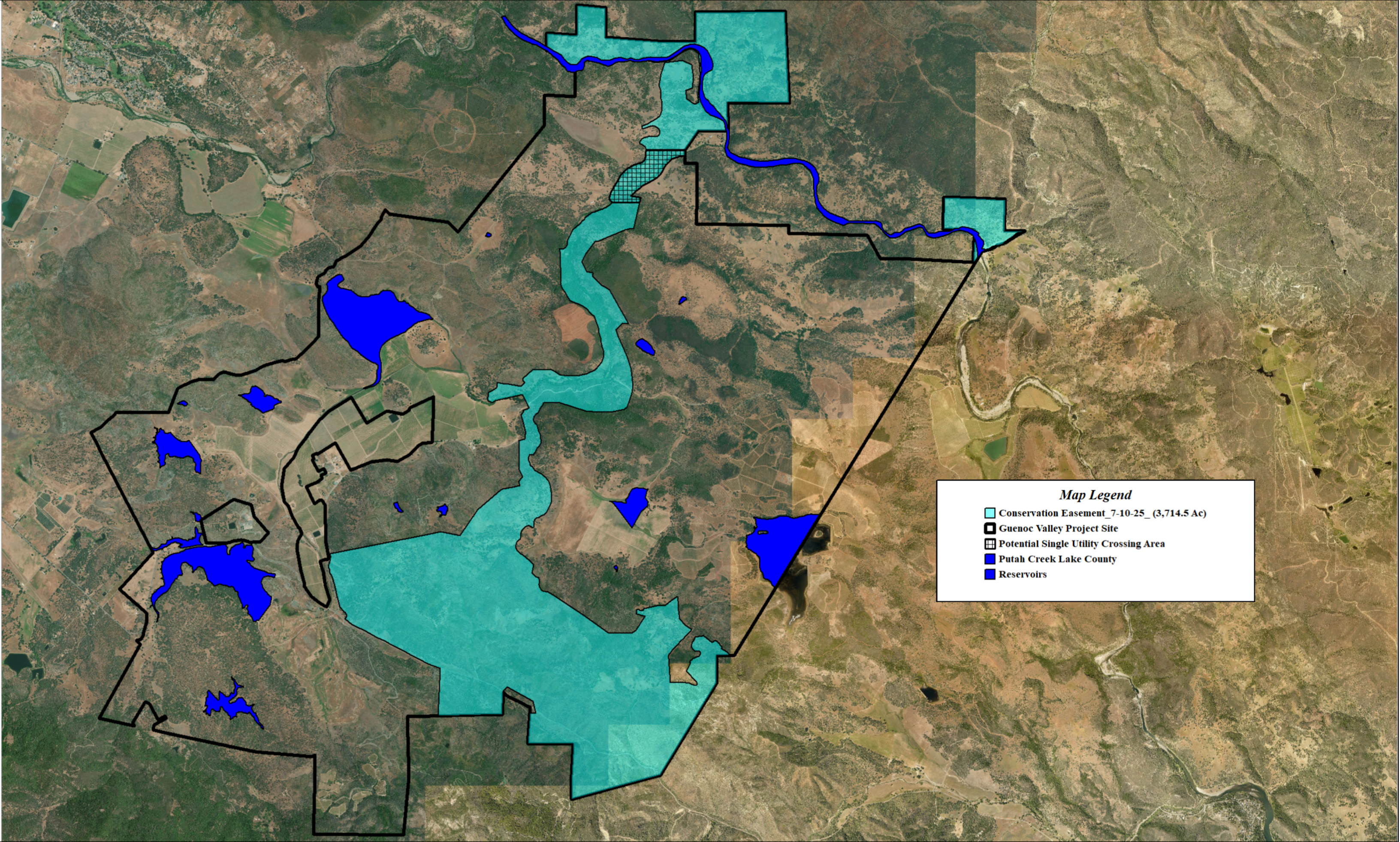




# **CE Exhibit F**

## **Utility Crossing**





*Map Legend*

- Conservation Easement\_7-10-25\_ (3,714.5 Ac)
- Guenoc Valley Project Site
- Potential Single Utility Crossing Area
- Putah Creek Lake County
- Reservoirs

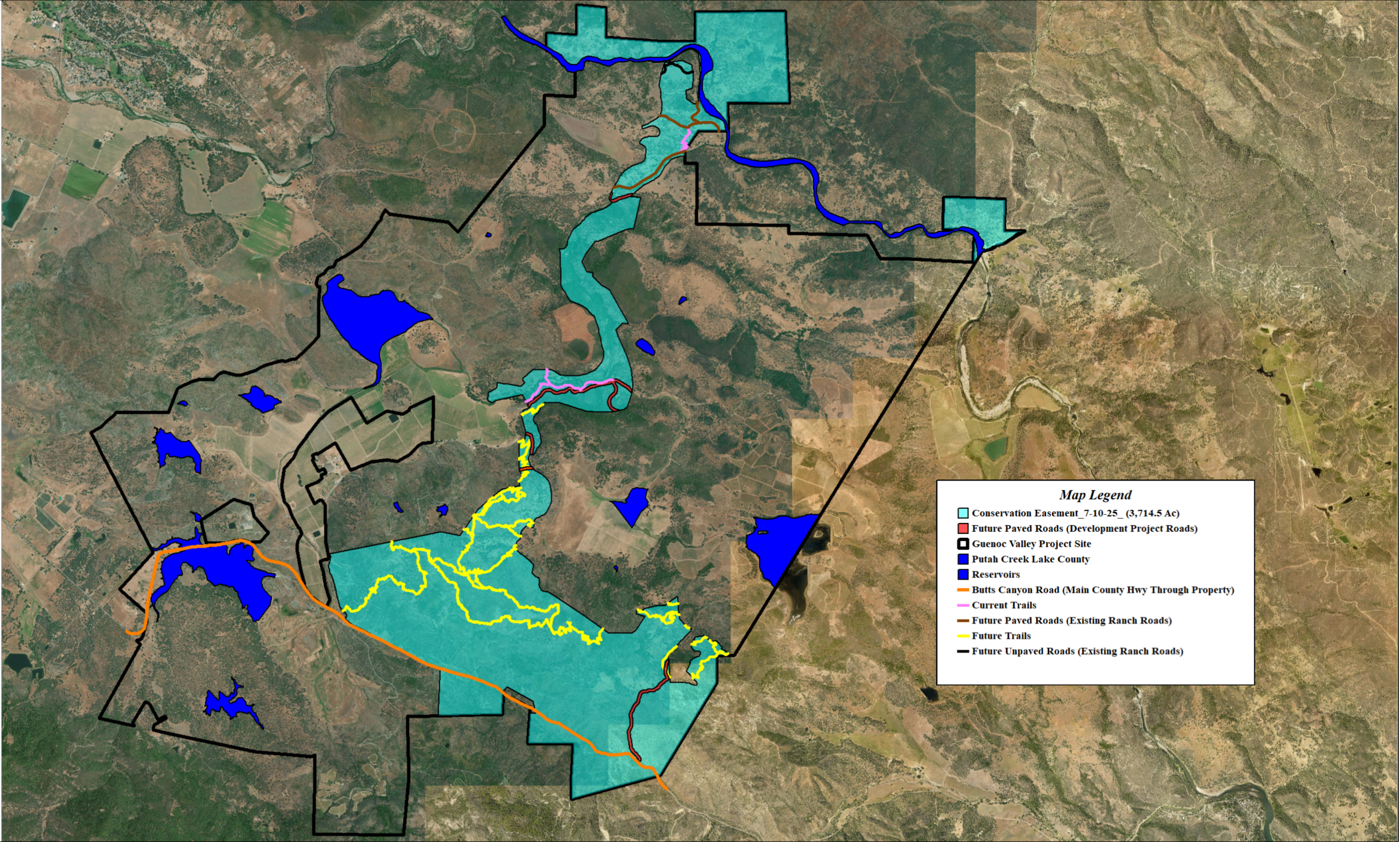




# **CE Exhibit G**

## **Roadway**





*Map Legend*

- Conservation Easement\_7-10-25\_(3,714.5 Ac)
- Future Paved Roads (Development Project Roads)
- Guenoc Valley Project Site
- Putah Creek Lake County
- Reservoirs
- Butts Canyon Road (Main County Hwy Through Property)
- Current Trails
- Future Paved Roads (Existing Ranch Roads)
- Future Trails
- Future Unpaved Roads (Existing Ranch Roads)





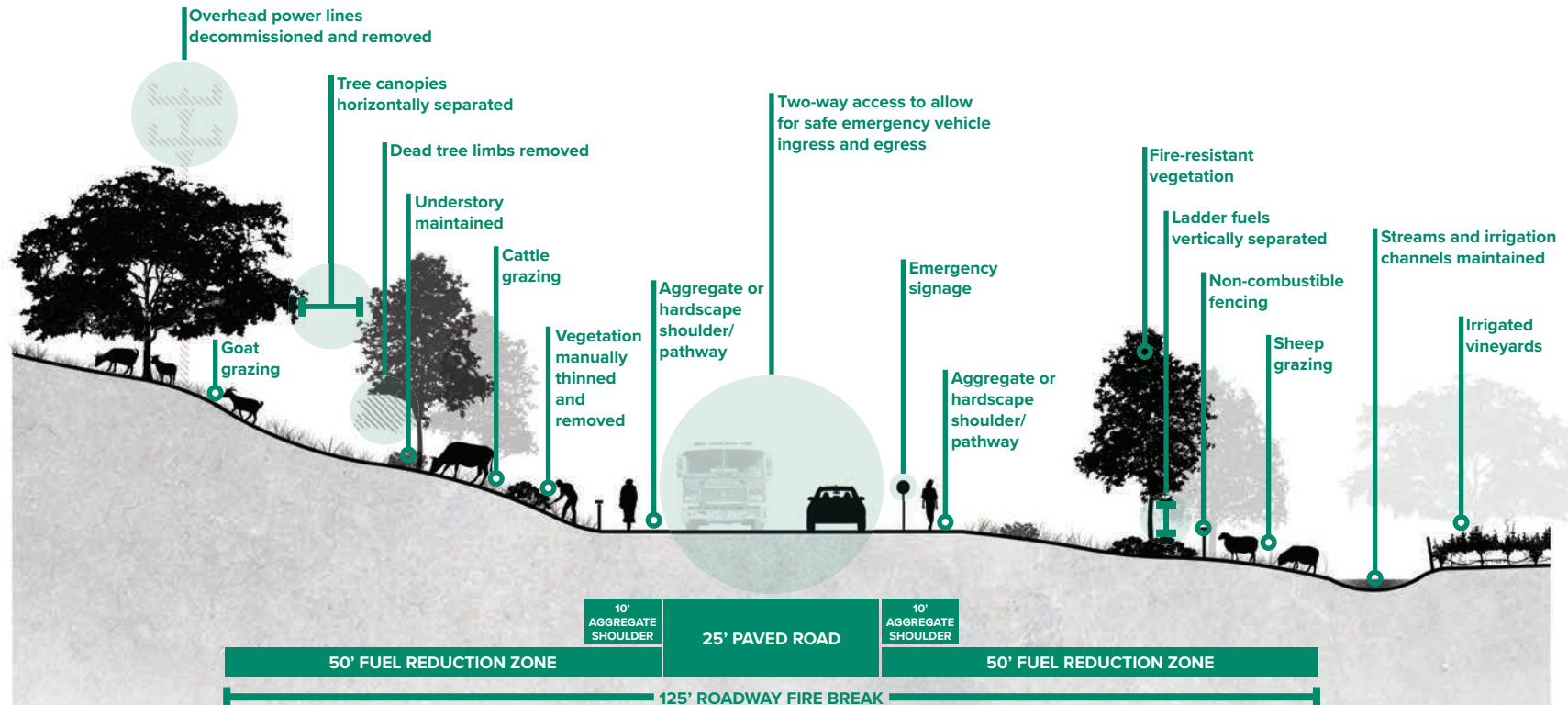
# **CE Exhibit H**

## **Roadway Specifications**



# WILDFIRE MANAGEMENT PLAN 2023 UPDATED STRATEGY TYPICAL ROADWAY FIRE BREAKS

**Key Revision:** Addition of a 10 foot wide aggregate or hardscape surface on shoulder where feasible



Source: SWA Group, 2024

**FIGURE 2-7**

MODIFIED ROADWAY FIRE BREAK STRATEGY

**CE Exhibit I**  
**AG Settlement Agreement**

## **AGREEMENT REGARDING DEVELOPMENT OF GUENOC VALLEY PROJECT**

This Agreement is entered into by and between the People of the State of California, ex rel. Rob Bonta, Attorney General of California (the “State”) and Lotusland Investment Holdings Inc. (“Lotusland”) (collectively, the “Parties”). This Agreement shall be effective upon the date the Agreement is fully signed and executed by the Parties.

### **Recitals**

- A. On July 21, 2020, the County of Lake (“County”), by its Board of Supervisors, certified the Environmental Impact Report (“EIR”) for the Guenoc Valley Mixed-Use Planned Development Project (the “Project”) and adopted findings approving the Project. For purposes of this Agreement, the “Project” also means any development, including any construction and operational phases, that in any way relies on the EIR, including the EIR as may be modified and re-certified, for compliance with the California Environmental Quality Act (“CEQA”).
- B. On or about August 20, 2020, the Center for Biological Diversity and the California Native Plant Society filed petitions for writs of mandate challenging the certification of the EIR and approval of the Project. The petitions were consolidated for all purposes, except entry of judgment, under Lake County Superior Court Case Number CV 421152 (“Action”).
- C. The State intervened in the pending Center for Biological Diversity Action and filed a petition for writ of mandate (the “State’s Petition”) challenging the certification of the EIR and approval of the Project.
- D. The Lake County Superior Court (“Superior Court”) consolidated the petitions for hearing, and entered Judgment on February 25, 2022. Copies of the Judgment and Writ issued by the Superior Court on February 25, 2022 in Case Numbers CV 421152 and CV 421193 (“Judgment/Writ”) are attached as Exhibit A to this Agreement. The State filed a notice of appeal on July 5, 2022.
- E. The Parties have agreed to resolve the State’s Petition and appeal.
- F. Attached as Exhibit B-1 is the existing site plan for the Project’s Polo and Equestrian Facility. Attached as Exhibit B-2 is the revised plan for this component of the Project, with the hilltop residential lots removed. Attached as Exhibit B-3 is a map showing the location of the Recreational and Camping Area of the Project’s Polo and Equestrian Facility.
- G. Attached as Exhibit C-1 is the existing site plan for the Project’s golf course area and northern lots. Attached as Exhibit C-2 is the revised plan for this component of the Project.
- H. Attached as Exhibit D is a revised roadway plan for the Project site, with the lengths of all dead-end, non-looped road segments indicated.
- I. Attached as Exhibit E is a depiction of the roadside hardscape design.



NOW THEREFORE, in consideration of the mutual covenants, representations, and other terms and conditions set forth herein, the Parties agree as follows:<sup>1</sup>

### **Agreement**

1. **Required Project Modifications.** Lotusland shall incorporate the following modifications and requirements into any future request for approval of the Project and, as set forth in Section 4 of this Agreement, may develop the Project only with the following modifications and requirements.

(a) **Wildfire-Related Project Modifications and Measures.**

- (i) The Recreational and Camping Area depicted on Exhibit B-3 will be reserved only for recreational and camping uses. Open fires shall be strictly prohibited.
- (ii) The area consisting of the twenty-five building sites depicted on Exhibit B-1 will not be developed, and the associated parcels shall be removed from any and all maps. Those residential units may be relocated to the area depicted on Exhibit B-2.
- (iii) The areas consisting of the thirty-nine building sites depicted on Exhibit C-1 will not be developed for residential use, and the associated parcels shall be removed from any and all maps. Those residential units may be relocated to the area depicted in Exhibit C-2.
- (iv) As indicated on the Roadway Plan attached as Exhibit D, no dead-end, non-looped road segment may exceed one mile in length.
- (v) To the extent that the topography feasibly permits, an area of approximately 10 feet on each side of the roadways will be improved with hardscape, as depicted on Exhibit E.
- (vi) The Guenoc Valley Project Homeowners Association (“HOA”) will be required by its by-laws to contract with a wildfire expert for the duration of the Project. The costs of retaining that service provider will be paid by the HOA, and will be covered as part of HOA dues. The HOA shall consult with the wildfire expert in its implementation of wildfire prevention measures, including those identified in the Wildfire Prevention Plan. The HOA shall send to the Attorney General’s Office a copy of the by-laws within thirty (30) calendar days of adoption by the HOA.
- (vii) The Project’s Emergency Response Center will have on-site at least one individual with wildfire expertise related to evacuation and emergency access. The costs of retaining that individual or individuals will be paid by

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<sup>1</sup> Certain terms used in this Agreement are defined in the Appendix.

the HOA, which will be covered with HOA dues. After thirty (30) years from the date on which the HOA is established, the HOA may stop implementing and sunset this obligation upon a majority vote of the HOA membership and subsequent notice to the State of such vote.

- (viii) Lotusland shall pay to the Lake County Fire Protection District (“LCFPD”), on an annual basis, the amount determined by LCFPD to be necessary in order to staff and equip the Emergency Response Center for fire services, including wildfire response.

(b) GHG Emissions Reduction Measures.<sup>2</sup>

(i) Residential Land Uses

- a. Lotusland shall install photovoltaic (“PV”) systems on all residential land use structures within the Project site where site parameters and constraints allow for adequate on-site rooftop and other on-site spaces (such as ground-mounted panels or panels on carports or other surfaces) to comply with Section 110.10(a) of the California Building Energy Efficiency Standards. The minimum electrical generation capacity of the PV Systems shall be equal to or greater than the projected energy needs, collectively, of all residential land use structures that the PV systems will serve. Lotusland shall inform residents, at the time of initial sale or at the time of subsequent sale of each residential land use structure, through placement of a requirement in the Covenants, Conditions and Restrictions (“CC&Rs”) that will govern the HOA for each residential land use structure, that Lotusland is responsible for the repair and maintenance of each PV system, or any cleaner or technologically superior system of greater efficacy that is installed, for at least thirty (30) years from the date of initial installation.
- b. Lotusland shall install battery energy storage systems for all residential land use structures and shall design the battery energy storage systems to store the energy produced by the PV systems during daylight hours and discharge that stored energy during evening and nighttime hours, and sized to maximize self-generation and minimize electricity exports to the grid, with an efficiency of at least 80 percent (80%). Lotusland shall design and install the battery energy storage systems to provide energy

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<sup>2</sup> The goal of the provisions set forth in this Subsection is the reduction of the Project’s GHG emissions and achievement of a zero net energy community. A zero net energy community is defined as an energy-efficient community where, on a source energy basis, the actual annual consumed energy is less than or equal to the on-site renewable generated energy. This Agreement does not impose measures or obligations beyond those expressly set forth in this Subsection in order to achieve that goal.

19. **Counterparts**. This Agreement may be executed in counterparts and, as so executed, shall constitute an Agreement binding on all the Parties hereto, as provided herein, notwithstanding that all Parties are not signatories to the original or the same counterpart. A signature delivered by facsimile or PDF/email shall be deemed and treated as an original.

20. **Future Dispute**. This Agreement shall be deemed to have been made in Lake County, California, and the Parties agree that any dispute arising out of or relating to the meaning or enforcement of this Agreement, if litigated, will be litigated in the Superior Court of Lake County, California.

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement by their duly authorized representatives.

Dated: November 28, 2022

**People of the State of California**  
**by Rob Bonta, Attorney General of California**

By: 

Name: Andrew Contreiras

Its: Deputy Attorney General

Dated: November \_\_, 2022

**Lotusland Investment Holdings Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



19. **Counterparts**. This Agreement may be executed in counterparts and, as so executed, shall constitute an Agreement binding on all the Parties hereto, as provided herein, notwithstanding that all Parties are not signatories to the original or the same counterpart. A signature delivered by facsimile or PDF/email shall be deemed and treated as an original.

20. **Future Dispute**. This Agreement shall be deemed to have been made in Lake County, California, and the Parties agree that any dispute arising out of or relating to the meaning or enforcement of this Agreement, if litigated, will be litigated in the Superior Court of Lake County, California.

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement by their duly authorized representatives.

Dated: November \_\_, 2022

**People of the State of California**  
**by Rob Bonta, Attorney General of California**

By: \_\_\_\_\_  
Name:  
Its:

Dated: November 21, 2022

**Lotusland Investment Holdings Inc.**

By: \_\_\_\_\_  
Name: Alex J. Xu  
Its: Chief Executive Officer

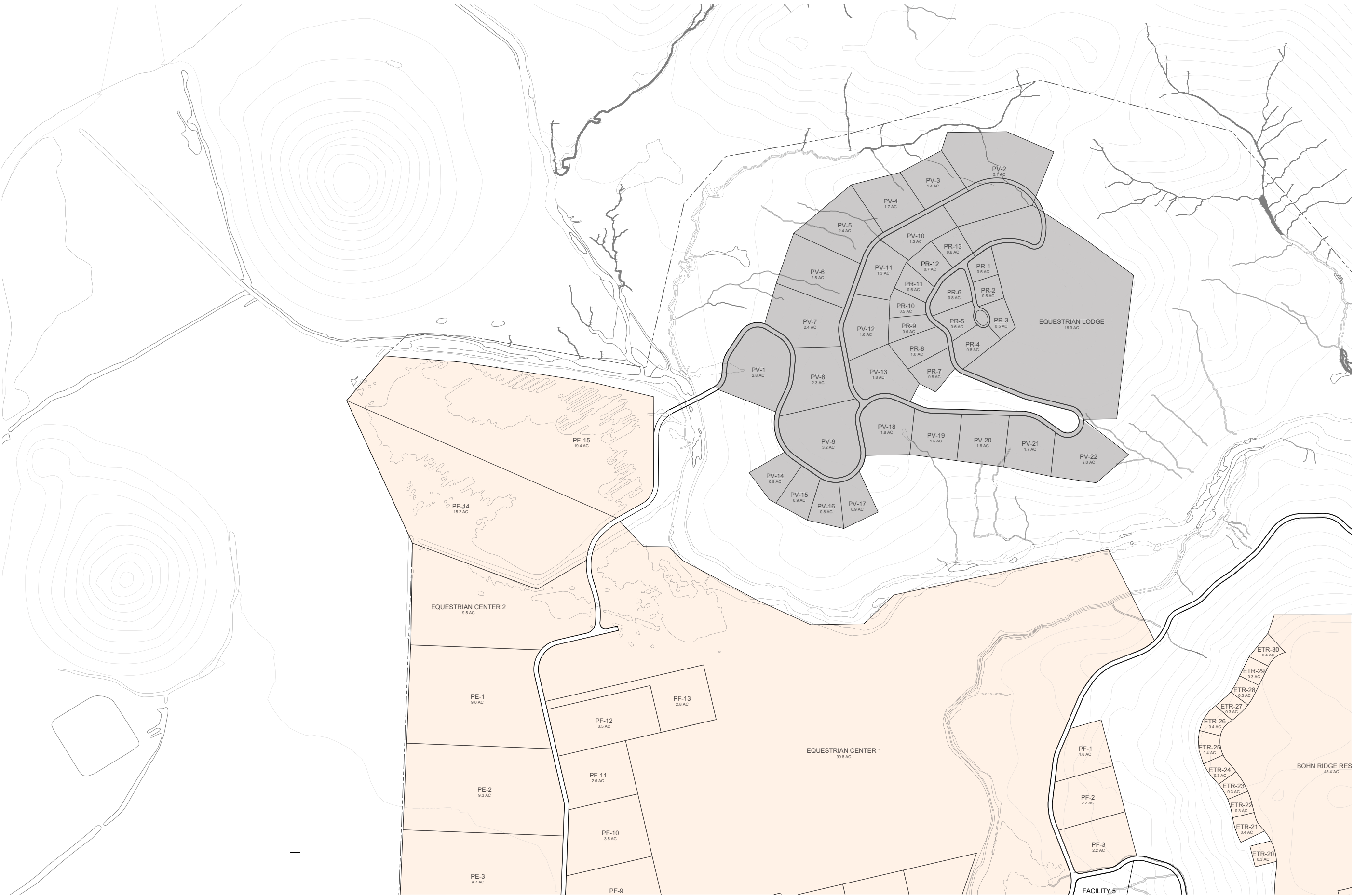
**Exhibits B-1 and B-2**

**to**

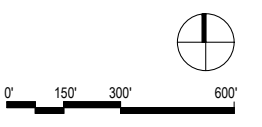
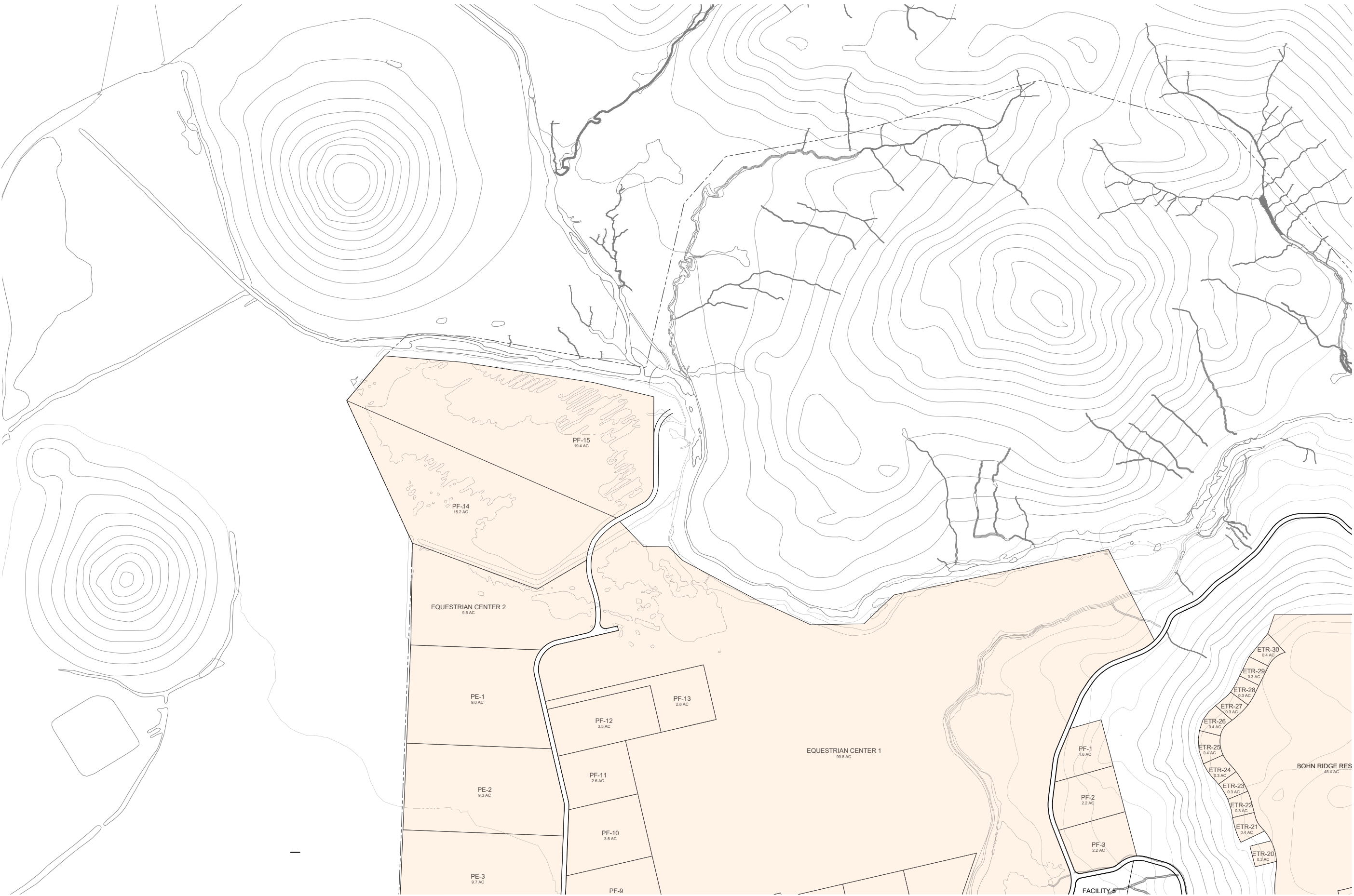
**Agreement Regarding Development of Guenoc Valley Project**

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**Existing and Revised Site Plan, Polo and Equestrian Hilltop Area**







**Exhibit B-3**

**to**

**Agreement Regarding Development of Guenoc Valley Project**

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**Location of Recreational and Camping Area**

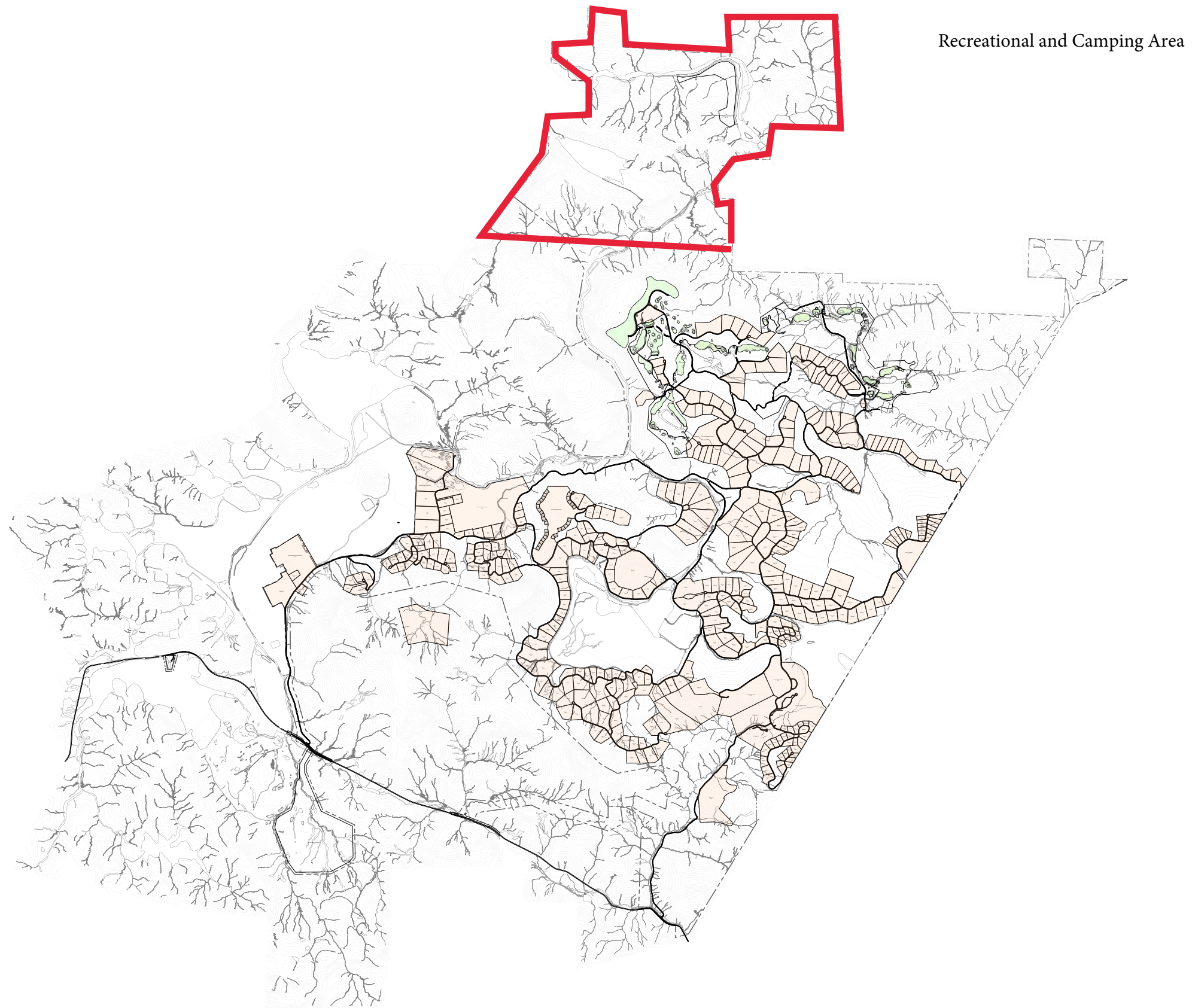


Exhibit B3



**Exhibits C-1 and C-2**

**to**

**Agreement Regarding Development of Guenoc Valley Project**

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**Existing and Revised Site Plan, Golf Course Area and Northern  
Lots**

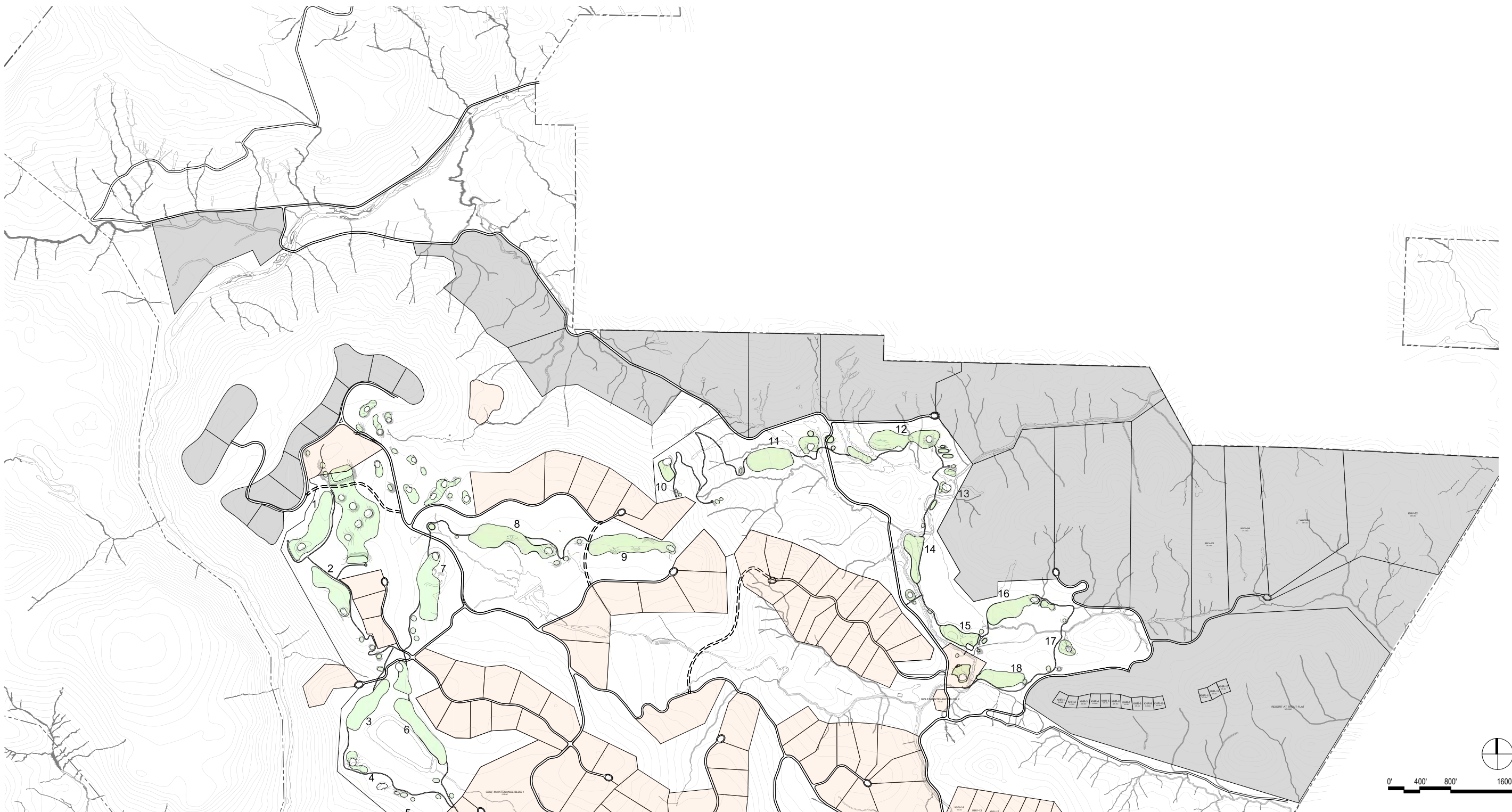


EXHIBIT C1



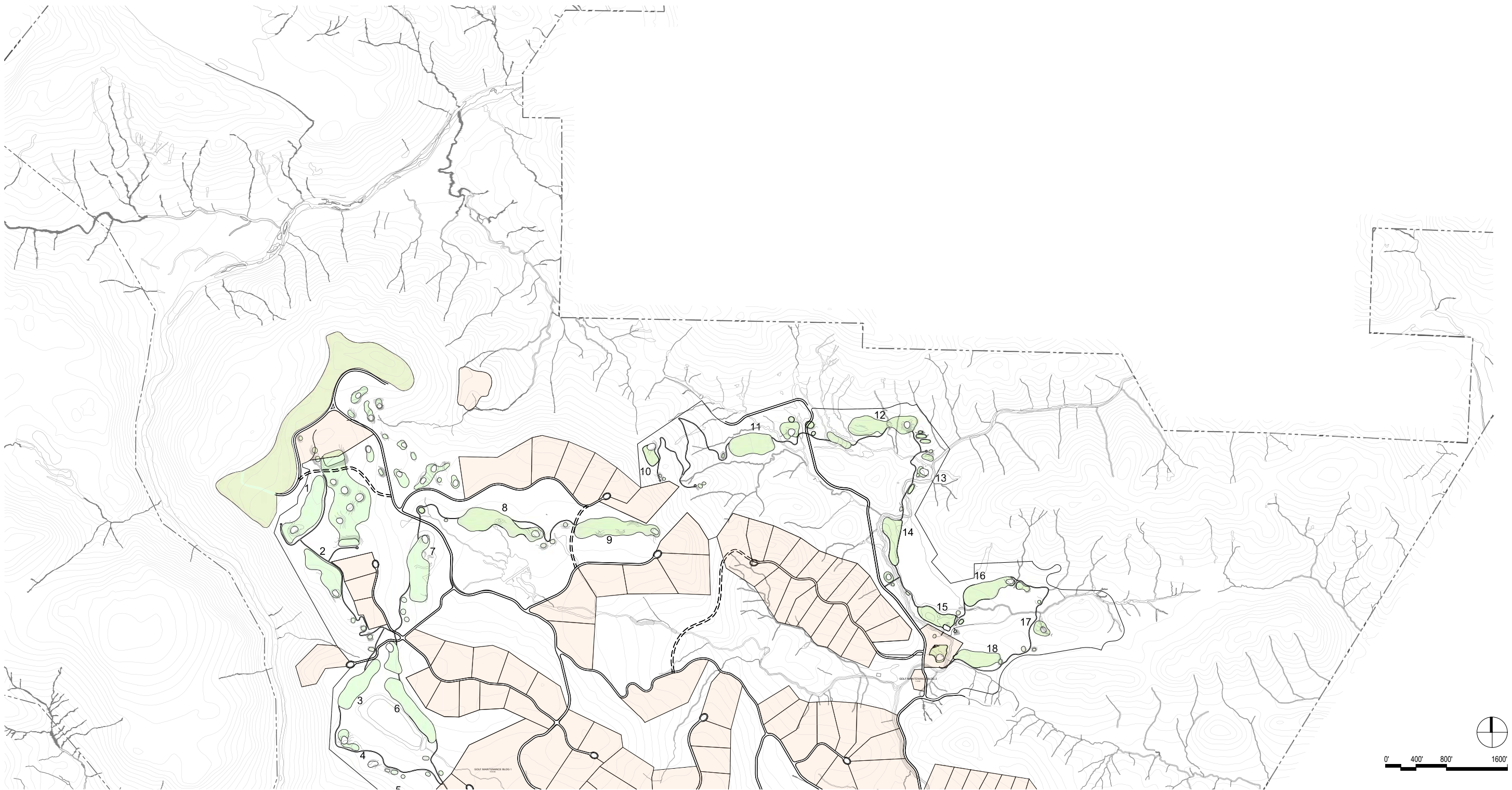


EXHIBIT C2



**Exhibit D**

**to**

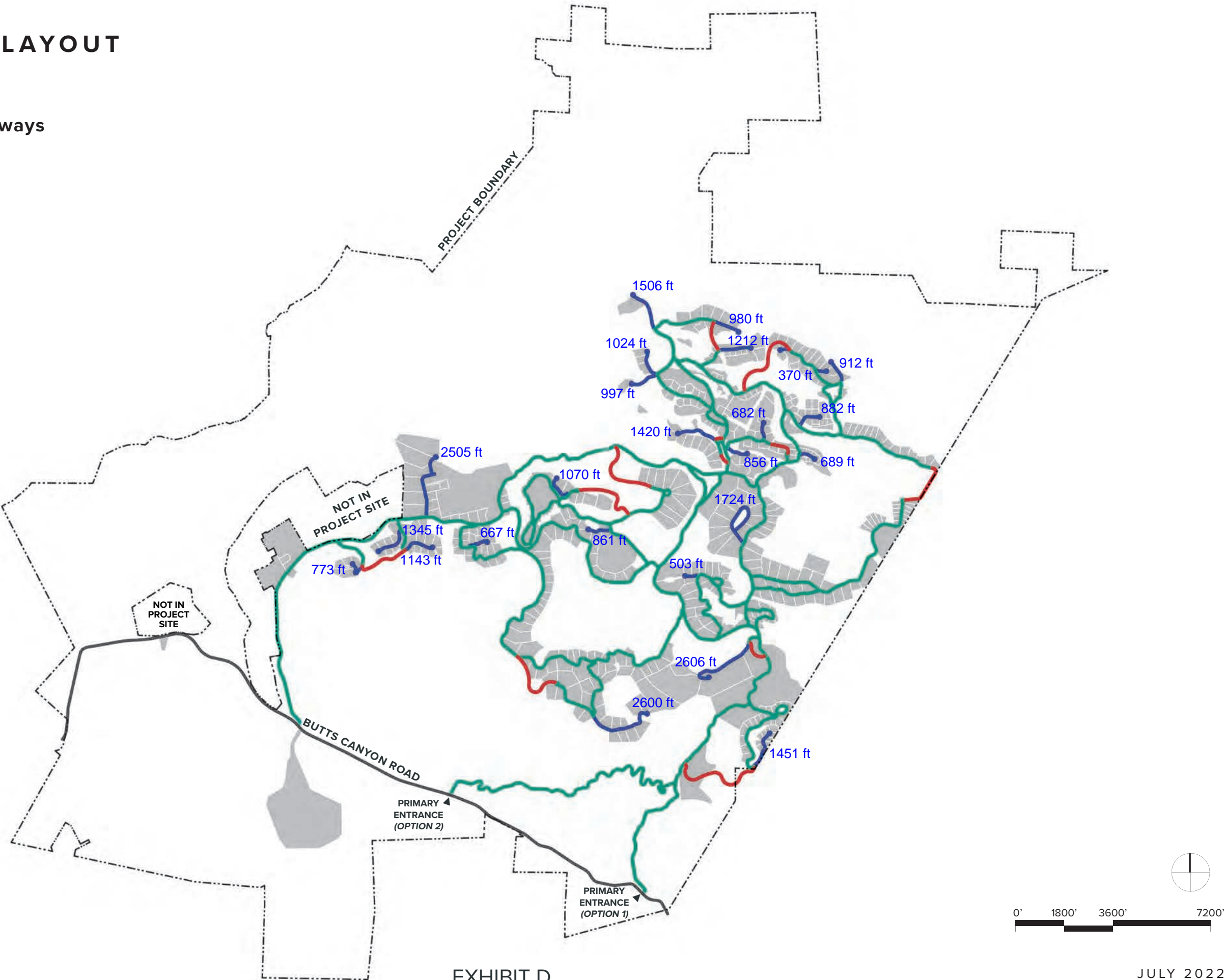
**Agreement Regarding Development of Guenoc Valley Project**

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**Revised Roadway Plan**

ROADWAY PLAN  
REVISED COMPLIANT LAYOUT

- Proposed Roadways
- Proposed Connector Roadways
- Dead End Road
- Revised Proposed Parcels



**Exhibit E**  
**to**  
**Agreement Regarding Development of Guenoc Valley Project**

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**Revised Roadside Hardscape Design**



ROADWAY WILDFIRE BREAKS  
EXAMPLE ROADWAY DESIGN



GUENOC VALLEY PROJECT



EXHIBIT E



# **CE Exhibit J**

## **Trails Management Plan**

[TO BE INSERTED]

# **TRAILS MANAGEMENT PLAN**

[TO BE INSERTED]



# **CE Exhibit K**

## **Owner's Title Warranty**

[TO BE INSERTED]

**OWNER'S TITLE WARRANTY**

[TO BE INSERTED]

# **EXHIBIT 7**



**EXHIBIT 7**  
**Form of Memorandum of Settlement Agreement**

Recording Requested By:

Center for Biological Diversity, a  
California nonprofit public benefit  
corporation

When Recorded Mail to:

**[insert]**

APN: \_\_\_\_\_

Space above this line for Recorder's use only

**MEMORANDUM OF SETTLEMENT AGREEMENT**

THIS MEMORANDUM OF SETTLEMENT AGREEMENT ("Memorandum"), is made as of \_\_\_\_\_, 2025, by and among Center for Biological Diversity ("**CBD**") and California Native Plant Society ("**CNPS**") (collectively "**Environmental Parties**"); and Lotusland Investment Holdings, Inc., Bohn Valley 1, LLC, Bohn Valley 2, LLC, Butts Creek, LLC, and Guenoc Valley, LLC (collectively, "**Developer**") (each of the entities comprising Environmental Parties and Developer a "**Party**" and together the "**Parties**").

1. **Settlement Agreement.** The Parties have entered into that certain Settlement Agreement dated as of \_\_\_\_\_, 2025 (as amended or otherwise modified from time to time, the "**Settlement Agreement**"), pursuant to which the Parties have agreed to resolve their dispute over the Guenoc Valley Mixed-Use Planned Development Project ("**Project**"), including through certain terms and conditions affecting Developer's future use and development of that certain real property located in unincorporated Lake County, State of California and legally described on **Exhibit A** attached hereto and by this reference incorporated herein ("**Property**"). The terms and conditions of the Settlement Agreement run with the land and are binding on future owners of the Property. Those terms and conditions include, without limitation, obligations on the part of Developer (or any succeeding owners of the Property) to convey a perpetual conservation easement over a specified portion of the Property ("**Conservation Area**") substantially limiting the allowed uses of the Conservation Area, to incorporate certain additional mitigation measures into the Project, and to make certain monetary payments for mitigation and conservation purposes, all in accordance with and subject to the terms and conditions contained in the Settlement Agreement. All of the terms and conditions of the Settlement Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Settlement Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. **Purpose of Memorandum.** This Memorandum is recorded to evidence and put future transferees of the Property on notice of the Settlement Agreement and the obligations therein regarding the future transfer and use of the Property and in no way modifies the terms and conditions of the Settlement Agreement. In the event of any inconsistency between the terms and conditions of this Memorandum and those of the Settlement Agreement, the terms and conditions of the Settlement Agreement shall prevail.

3. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which when executed shall constitute an original, but all of which together shall constitute one and the same agreement.

In witness whereof, the parties have each executed this Memorandum as of the date first written above.

Dated: July \_\_\_, 2025

**Center for Biological Diversity**

---

By: Peter Broderick  
Its: Authorized Signatory

Dated: July \_\_\_, 2025

**California Native Plant Society**

---

By: XXXXX  
Its: Authorized Signatory

Dated: July \_\_\_, 2025

**Lotusland Investment Holdings Inc.**

---

By: Alex Xu  
Its: CEO

Dated: July \_\_\_, 2025

**Bohn Valley 1, LLC**

---

By:  
Its:

Dated: July \_\_\_, 2025

**Bohn Valley 2, LLC**

---

By:

Its:

Dated: July \_\_\_, 2025

**Butts Creek, LLC**

---

By:

Its:

Dated: July \_\_\_, 2025

**Guenoc Valley, LLC**

---

By:

Its:



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**  
**Property Description**  
**[insert]**

1939631.1

# **EXHIBIT 8**



**EXHIBIT 8**  
**Form of Subordination Agreement**

**GUENOC VALLEY SUBORDINATION AGREEMENT**

THIS GUENOC VALLEY SUBORDINATION AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_, 2025, by \_\_\_\_ (“**Surety**”) for the benefit of the Center for Biological Diversity and California Native Plant Society (collectively “**Benefitted Parties**”) Surety and Benefitted Parties are each a “**Party**” and collectively the “**Parties.**”

**RECITALS**

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. Bohn Valley 1, LLC, Bohn Valley 2, LLC, Butts Creek, LLC, and Guenoc Valley, LLC (collectively, “**Owner**”) is the owner of approximately 16,000 acres of land situated in unincorporated Lake County (APNs \_\_\_\_\_) (“**Property**”). In 2020, Owner obtained approval for the Guenoc Valley Mixed-Use Planned Development Project (“**Project**”) on the Property.

B. Thereafter, Benefitted Parties filed a lawsuit challenging the project approvals and related environmental impact report. Subsequently, Owner and Benefitted Parties entered into that certain Settlement Agreement Regarding Guenoc Valley Mixed-Use Planned Development Project dated as of \_\_\_\_, 2025 (“**Settlement Agreement**”), notice of which was given in that certain Memorandum of Agreement recorded in the official records of Lake County (“**Official Records**”) as Instrument No. \_\_\_\_\_. The Settlement Agreement runs with the land and is binding on future owners of the Property. The Settlement Agreement requires Owner or its successors to, inter alia, incorporate a number of additional mitigation measures into the Project, to convey a perpetual conservation easement over a portion of the Property (“**Conservation Easement**”), and to make certain monetary payments for mitigation and conservation purposes. In consideration for the foregoing, Benefitted Parties agreed, inter alia, to refrain from opposing the Project, all as more particularly provided in the Settlement Agreement.

D. On \_\_\_\_\_ Surety extended surety credit for a certain bond, secured by a Deed of Trust recorded on \_\_\_\_\_, against that portion of the Property more particularly described in Exhibit 1 (“**DOT Property**”) recorded in the Official Records as \_\_\_\_\_ (“**Deed of Trust**”).

E. Benefitted Parties and Owner have agreed in the Settlement Agreement that the Deed of Trust shall be subordinated to the Settlement Agreement and the Conservation Easement, and that the obligations of the Benefitted Parties shall not become effective until this Agreement is recorded.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Surety agrees as set forth below.

## **AGREEMENT**

### **1. Agreement to Subordinate Deed of Trust**

#### **1.1 Subordination**

The Deed of Trust is hereby and shall at all times continue to be subject to and unconditionally subordinate in all respects to the covenants, conditions, terms, and liens of the Settlement Agreement, and any rights, privileges, powers, and interests of the Benefitted Parties arising under the Settlement Agreement (including without limitation all terms and conditions of the Conservation Easement when recorded), and to any renewals, extension, modifications, amendments, assignments, replacements, or consolidations thereof agreed to in writing by Owner.

#### **1.2 Subordination of Subrogation Rights**

Surety agrees that if, by reason of their payment of real estate taxes or other monetary obligations of Owner, or by reason of its exercise of any other right or remedy under the Deed of Trust, it acquires by right of subrogation or otherwise a lien the DOT Property which (but for this subsection) would be senior to the Settlement Agreement, then, in that event, such lien shall be subject and subordinate to the Settlement Agreement.

#### **1.3 Non-Disturbance**

In the event of Owner's default of its obligations to Surety under certain surety agreements, and Surety's foreclosure or private sale under a security document or conveyance in lieu of foreclosure, the Surety agrees that Benefitted Parties shall not be named as a party therein unless such joinder shall be required by law, provided, however, that such joinder shall not result in the disturbance of the rights, privileges, powers, and interests of the Benefitted Parties under the Settlement Agreement, and the sale of the DOT Property in any such action or proceeding and the exercise by Surety of any of its other rights under the Deed of Trust shall be subject to the subordination provisions of this Agreement.

#### **1.4 Further Documents**

The foregoing provision shall be self-operative and effective without the execution of any further instruments on the part of any Party.

### **2. Representations and Warranties**

#### **2.1 Surety's Representations and Warranties**

The Surety represents and warrants to the Benefitted Parties, to the Surety's actual knowledge, as of the Effective Date:

(a) Authority. The Surety has all requisite power and authority to execute and deliver this Agreement and carry out and perform all the terms and covenants of this Agreement. Persons signing this Agreement for Surety have all requisite power and legal authority to do so.

(b) Valid Existence; Good Standing; Joint Venture Relationships. Surety is Pennsylvania corporation, qualified an authorized to transact business as a surety in the State of California.

(c) No Limitation on Ability to Perform. There is no operating agreement, organization document, or any other agreement or law that in any way prohibits, limits, or otherwise affects the right or power of the Surety to enter and perform all the terms and covenants of this Agreement. No consent, authorization, or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person or entity is required for the due execution, delivery, and performance by the Surety of this Agreement or any of the terms and covenants contained in this Agreement.

(d) Valid Execution. The execution and delivery of this Agreement by the Surety has been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of the Surety.

## **2.2 Continued Accuracy**

If at any time prior to the Effective Date any event or circumstance occurs that would render inaccurate or misleading in any material respect any of the foregoing representations or warranties, the Party making the representation shall immediately notify the other Party thereof.

## **3. General Provisions**

### **3.1 Severability**

If any provision of this Agreement, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this Agreement.

### **3.2 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. All actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts located within Lake County, State of California, United States and the Parties expressly consent to the jurisdiction of any such local, state, or federal court, and consent that any service of process in such action or proceeding may be made by personal service on the Parties wherever they may be located, or by certified or registered mail directed to the Party at the address set forth in this Agreement.



### 3.3 Notices

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to any other Party at the corresponding address set out below (or to any other address that a receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by electronic mail (with confirmation of receipt), by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section. Any Party hereto may at any time, by giving ten (10) days’ written notice to the other Party hereto, designate any other person or address in substitution of the address to which such notice shall be given.

If to Center for Biological Diversity:

Center for Biological Diversity  
2100 Franklin St., Suite 375  
Oakland, CA 94612  
Attn: Peter Broderick  
Email: pbroderick@biologicaldiversity.org

with a copy to:

Shute, Mihaly & Weinberger LLP  
296 Hayes Street  
San Francisco, CA 94102  
Attn: Laura D. Beaton  
Email: beaton@smwlaw.com

If to California Native Plant Society:

California Native Plant Society  
2707 K Street, Suite 1  
Sacramento, CA 95816-5130  
Attention: Nick Jensen, Conservation Program Director  
Email: cnps@cnps.org, njensen@cnps.org

with a copy to:

[insert]

If to Surety:

[insert]

### **3.4 Interpretation of Agreement**

(a) Captions. Whenever a section, article, or paragraph is referenced, it refers to this Agreement unless otherwise specifically identified. The captions preceding the Sections of this Agreement have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

(b) Words of Inclusion. The use of the terms “including,” “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether language of non-limitation is used. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term, or matter.

(c) References. Wherever reference is made to any provision, term, or matter “in this Agreement,” “herein” or “hereof” or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered Section or paragraph of this Agreement or any specific subdivision thereof.

(d) Recitals. In the event of any conflict or inconsistency between the recitals and any of the remaining provisions of this Agreement, the remaining provisions of this Agreement shall prevail.

(e) No Presumption against Drafter. This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement.

### **3.4 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

### **3.5 Effective Date**

This Agreement shall be effective on the date on which this Agreement is recorded in the official records of Lake County, California (the “**Effective Date**”).

By: [Surety name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Countersigned:

<b>CENTER FOR BIOLOGICAL DIVERSITY,</b> a California nonprofit public benefit corporation  By: _____ Name: _____ Title: _____	<b>CALIFORNIA NATIVE PLANT SOCIETY,</b> a California nonprofit public benefit corporation  By: _____ Name: _____ Title: _____
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