

CALIFORNIA COASTAL COMMISSION

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APPENDIX A

(PROPOSED CONSENT AGREEMENT)

CONSENT CEASE AND DESIST ORDER CCC-22-CD-02,
CONSENT RESTORATION ORDER CCC-22-RO-01, AND
CONSENT ADMINISTRATIVE PENALTY CCC-22-AP3-01

The below Consent Cease and Desist Order CCC-22-CD-02, Consent Restoration Order CCC-22-RO-01, and Consent Administrative Penalty CCC-22-AP3-01 (collectively referred to herein as “the Consent Agreement”) document an agreement reached between the California Coastal Commission (“the Commission”) on the one hand; and Reservation Ranch general partnership and its owners, Robert L. Westbrook Jr., as trustee of the Robert L. Westbrook Grantor Trust, and Steven B. Westbrook, on the other (“Reservation Ranch”); as, the owner of real property commonly known as Reservation Ranch, located at 330 Sarina Rd N., Del Norte County, California, and constituting Del Norte County Assessor’s Parcel Nos. (“APNs”) 103-010-001, 103-010-002, 103-010-012, 102-010-049, 102-010-050, and 103-020-74. This Consent Agreement is the result of an amicable agreement between the parties to resolve a dispute between the Commission and Reservation Ranch regarding alleged violation(s) of the Coastal Act located on the Properties, in the interest of avoiding unnecessary costs and litigation.

1.0 CONSENT CEASE AND DESIST ORDER CCC-22-CD-02

Pursuant to its authority under California Public Resources Code (“PRC”) section 30810, the Commission hereby orders and authorizes the Reservation Ranch general partnership, and their successors in interest; assigns; managers; employees; agents; contractors; and any persons or entities acting in concert with or on behalf of any of the foregoing (hereinafter collectively referred to as “The Farm”) to:

- 1.1 Cease and desist from engaging in any further development, as that term is defined in the Coastal Act (PRC § 30106) and the Del Norte County Local Coastal Program (“County LCP”), at Title 21, Chapter 4, Section 195 of the Del Norte County Code, that requires a Coastal Development Permit (“CDP”) on any of the properties identified in Section 6.3 below (“the Properties”), unless authorized or found to be exempt pursuant to the Coastal Act (PRC sections 30000-30900), which includes development authorized through this Consent Agreement, as that phrase is defined in Section 6.1, below.
- 1.2 Cease and desist from maintaining or using any “Unpermitted Development”, as defined in Section 6.2, below, and consistent with Section 8, specifically including, but not limited to, the unpermitted pumps on the Smith River and in Tillas Slough, and the unpermitted damming of Tillas Slough.
- 1.3 Refrain from undertaking any activity in violation of the Coastal Act.
- 1.4 Remove, pursuant to and consistent with the terms of an approved Removal Plan as required in Section 7.4 below, and pursuant to the terms and conditions set forth herein, all physical items placed or allowed to come to rest on the

Properties as a result of the Unpermitted Development.

- 1.5 Take all steps necessary to obtain all other obligatory approvals, including other necessary permits or leases for the work required herein that are issued by federal, state and/or local agencies having jurisdiction over this matter and comply with all the terms and conditions required therein. This Consent Agreement provides authorization under the Coastal Act for the work required herein, so long as such work is carried out in accordance with the terms and conditions of this Consent Agreement.
- 1.6 Fully and completely comply with the terms and conditions of Consent Restoration Order CCC-22-RO-01, as provided in Section 2.0, below.

2.0 CONSENT RESTORATION ORDER CCC-22-RO-01

Pursuant to its authority under PRC Section 30811, the Commission hereby orders and authorizes The Farm to restore the Properties by complying with Consent Order CCC-22-RO-01 described herein, and taking all other restorative actions described in Section 7, below.

3.0 CONSENT ADMINISTRATIVE PENALTY CCC-22-AP3-01

Pursuant to its authority under PRC Section 30821.3, the Commission hereby imposes upon The Farm and The Farm agrees to carry out the elements of Section 19, below, to provide value to the public, in lieu of paying an administrative civil penalty.

PROVISIONS COMMON TO ORDERS AND PENALTY

4.0 PERSONS SUBJECT TO THESE ORDERS AND PENALTY

Reservation Ranch and their successors in interest; assigns; managers; employees; agents; contractors; and any persons or entities acting in concert with or on behalf of any of the foregoing. The various entities that comprise The Farm are jointly and severally subject to all requirements of this Consent Agreement. The Farm agrees to undertake the work required herein and agrees to cause their employees and agents, and any contractors performing any of the work required herein, and any persons acting in concert with any of these entities, and to notify any potential future owners of any portion of the Properties of the requirement to comply with the terms and conditions of this Consent Agreement. The Farm shall provide notice to all successors, assigns, and potential purchasers of the Properties of any remaining restrictions or obligations under this Consent Agreement.

5.0 NATURE OF ORDERS, PENALTY, AND OF CONSENT

- 5.1 This Consent Agreement represents a mutual agreement between The Farm and the Commission to, among other things, resolve this matter in the most efficient

way and to avoid the cost and uncertainty of contested administrative proceedings and potential litigation related to the Unpermitted Development, as that term is defined below. The Farm does not acknowledge any wrongdoing with respect to the Unpermitted Development, as that term is defined below, and further asserts that this Consent Agreement shall not be construed to suggest or imply any such wrongdoing with respect to these allegations. The Farm contests that they have conducted Unpermitted Development on the property, and the Commission continues to believe that Unpermitted Development has occurred, but nevertheless, the parties have, for the purposes of settlement, agreed to this Consent Agreement. The Farm agrees that the jurisdictional requirements for issuance and enforcement of this Consent Agreement have been met, and agrees to not contest the issuance or enforcement of this Consent Agreement. Through the execution of the Consent Agreement, The Farm agrees to comply with the terms and conditions of this Consent Agreement. This Consent Agreement orders and authorizes the removal, restoration, and mitigation activities, among other activities, outlined in this Consent Agreement. Nothing in this Consent Agreement conveys any right to development on the Properties other than the work expressly authorized by this Consent Agreement. Any development subject to Coastal Act requirements that is not specifically authorized under this Consent Agreement requires authorization or determination of exemption under the Coastal Act. Through the execution of this Consent Agreement, The Farm agrees to comply with this Consent Agreement including the terms and conditions described herein.

- 5.2 The Farm further agrees to condition any contracts for work related to this Consent Agreement upon an agreement that any and all employees, agents, and contractors, and any persons acting in concert with any of the foregoing, adhere to and comply with the terms and conditions set forth herein.

6.0 DEFINITIONS

6.1 “Consent Agreement”

Refers collectively to Coastal Commission Consent Cease and Desist Order No. CCC-22-CD-02, Consent Restoration Order No. CCC-22-RO-01, and Consent Administrative Penalty CCC-22-AP3-01.

6.2 “Unpermitted Development”

Means all “development” as that term is defined in the Coastal Act (PRC section 30106) and the County LCP (at Title 21, Chapter 4, Section 195 of the Del Norte County Code), that has occurred on the Properties and required authorization pursuant to the Coastal Act or its predecessor, but for which no such authorization was obtained, or that occurred prior to the Coastal Act or its predecessor without all required government approvals having been secured prior to the time such development occurred, including, but not limited to: 1)

grading, including grading to construct roads, as shown in Exhibit 2 (Map of Unpermitted Road and Road Crossing); 2) placement of fill, including manure, soil, straw, construction waste, trash, cow carcasses, and other debris in and/or adjacent to wetlands, tidal sloughs, streams, and the Smith River; 3) placement of a road crossing directly within and on the banks of a tidal slough; 4) seasonal damming of a tidal slough for use as a freshwater irrigation pond and/or irrigation, including by placement of a system of at least six pumps within or adjacent to tidal sloughs, streams, and the Smith River, as shown in Exhibit 3 (Other Unpermitted Development); 5) removal of major vegetation including wetlands and riparian vegetation; 6) removal of downed trees on river banks; and 7) construction of levee crossings prior to the 1972 Coastal Initiative that was the predecessor to the Coastal Act but potentially partly or wholly on public trust lands.

6.3 “The Properties”

The properties that are the subject of this Consent Agreement are: 1) Reservation Ranch, located at 330 Sarina Rd N., Del Norte County, California, and constituting Del Norte County Assessor’s Parcel Nos. (“APNs”) 103-010-01, 103-010-02, 103-010-12, 102-010-049, 102-010-050, and 103-020-74 and APN 103-010-10, and 2) public trust tidelands and submerged lands.

6.4 “The Restoration Area”

Means the area of the Properties that has been impacted by the Unpermitted Development, as shown on Exhibit 4, as well as any areas that may be impacted during the course of the removal and restoration activities required by this Consent Agreement, in which the removal and restoration activities specified in Section 7, below, will occur.

6.5 “Archaeological Specialist”

A professional archaeologist who has experience in cultural and archaeological fieldwork preferably in coastal Del Norte County. The archaeologist must be selected in consultation with the Executive Director consistent with the standards of the Native American Heritage Commission (“NAHC”).

6.6 “Native American Monitors”

Monitors selected by interested tribes consistent with the standards of the NAHC who will monitor according to the provisions of the Cultural Resources Survey and Cultural Materials Plan pursuant to Section 7.2.

7.0 RESTORATION PLAN

This Consent Agreement requires the preparation and implementation of a Removal Plan, Cultural Resources Survey and Cultural Materials Plan, Remedial Grading Plan,

Temporary Erosion Control Plan, Revegetation Plan, Planting and Fencing Plan, and Monitoring Plan (hereinafter collectively referred to as “the Restoration Plan”). The Restoration Plan shall set forth the measures that The Farm shall undertake to remove the Unpermitted Development, conduct remedial grading, install temporary erosion control measures, revegetate the Restoration Area, mitigate for the temporal losses of habitat and other resources caused by the Unpermitted Development, and monitor the restoration to ensure the success of restoration activities.

7.1 General Provisions

7.1.A Within one year of the effective date of this Consent Agreement, The Farm shall submit the Restoration Plan to the Commission’s Executive Director (“Executive Director”), to review for conformity with this Consent Agreement. If the Restoration Plan, as submitted, is in conformance with the requirements of this Consent Agreement, the Executive Director will approve accordingly. Otherwise, a response will be provided detailing changes to the Restoration Plan that are necessary to bring the Restoration Plan into conformance with the Consent Agreement.

7.1.B The Restoration Plan shall contain all of the following plan components of restoration described in detail below: 1) Cultural Resources Survey and Cultural Materials Plan; 2) Temporary Erosion Control Plan; 3) Removal Plan; 4) Remedial Grading Plan; 5) Revegetation Plan; 6) Monitoring Plan, and (7) Planting and Fencing Plan as detailed at Section 18. The Restoration Plan shall outline all proposed removal activities, all proposed temporary erosion control measures to be implemented, all remedial grading activities, and all monitoring activities to address impacts caused by the Unpermitted Development or potential impacts caused by any activities undertaken through this Consent Agreement.

7.1.C The Restoration Plan, and any reports prepared pursuant to the Restoration Plan or this Consent Agreement, shall be prepared by a qualified restoration ecologist(s) or biologist(s), engineer, archaeologist, and resource specialist(s), (“Specialist”), as defined herein. Within ninety (90) days of the effective date of this Consent Agreement and prior to the submittal of the Restoration Plan, The Farm shall submit, for the Executive Director’s review and approval, a description of the qualifications of the proposed Specialists, including a description of the Specialist’s educational background, training, and experience related to the preparation and implementation of the Restoration Plan described herein. To meet the requirements to be a qualified Specialist specifically for the restoration component of the Restoration Plan, one must have experience successfully completing restoration and revegetation (using northern California coastal native plant species) involving fisheries, rivers, estuaries, wetlands, riparian, and forested areas in the Humboldt-Del Norte region of California. In addition, to meet the requirements for the development and implementation of plans related to the removal, remedial grading, and erosion activities required herein, one must have

experience successfully designing plans for and implementing these plans for levee work, restorative grading, erosion control and hydrology. If the Executive Director determines that the qualifications of the Specialist are not adequate to conduct the required restoration work, the Executive Director shall notify The Farm and, within 30 days of the date of such notification, The Farm shall submit a different Specialist for the Executive Director's review and approval.

- 7.1.D The Restoration Plan shall include a survey map from a licensed surveyor, with input from the Specialist, drawn to scale, that shows the specific parameters, locations and extents of: 1) all applicable property boundaries; 2) the physical items placed or allowed to come to rest on the Properties as a result of Unpermitted Development that are to be removed under Section 7.4, below; 3) the areas of native vegetation removal, and the areas of fill, resulting from the Unpermitted Development; 4) the current topography of all landscape features in the Restoration Area; 5) the locations of all erosion control measures to be installed pursuant to Section 7.3, below; 6) any existing non-native and invasive plants that shall be removed pursuant to Section 7.6, below; 7) the locations of all species, individually delineated and labeled, to be planted pursuant to Section 7.6, below, in addition to the location of the Planting and Fencing Plan area; 8) the specific locations and directions from which photographs will be taken for the annual monitoring reports pursuant to 7.7.D.1, below; and 9) the locations which remedial grading will take place.
- 7.1.E The Restoration Plan shall provide that, prior to the initiation of any restoration or removal activities, the boundaries of the Restoration Area shall be physically delineated in the field using temporary non-plastic measures such as fencing or colored wooden stakes. The Restoration Plan shall further provide that all delineation materials shall be removed when no longer needed, and verification of such removal shall be provided in the annual monitoring report corresponding to the reporting period during which the removal occurred. All existing wetlands outside of the footprint of wetland restoration areas, and all riparian habitat features outside of the restoration area, such as trees and snags shall be avoided and protected. All construction vehicles and equipment shall be restricted to pre-established work areas and haul routes and to established or designated staging areas. In addition, no more than one week prior to commencement of ground disturbance in a particular work area at all restoration sites, a qualified biologist shall survey the ground-disturbance area for northern red-legged frogs and western pond turtles and shall coordinate with the California Department of Fish and Wildlife staff to relocate any animals that occur within the restoration area to nearby suitable habitats.
- 7.1.F The Restoration Plan shall include a specific schedule/timeline of activities for each of the Restoration Plan components listed below from Sections 7.2 to 7.8, the procedures to be used, and identification of the parties who will be conducting the restoration activities. The schedule/timeline of activities in the Restoration Plan shall be in accordance with the deadlines in this Consent

Agreement and shall be in accordance with the ideal planting seasons. To the extent the deadlines in this Consent Agreement are inconsistent with ideal planting seasons, the Executive Director may extend any deadlines pursuant to Section 15, below. In addition, the schedule/timeline of activities shall incorporate the below restrictions:

- 7.1.F.1 Woody vegetation removal activities shall avoid the bird nesting season: March 15 through July 15. Vegetation removal during the nesting season may only occur if (a) a qualified biologist has surveyed the area and (b) the survey results indicate that no sensitive bird nests are present in the area. Authorized vegetation removal may occur without these restrictions between August 15 and March 15.
- 7.1.F.1.1 Appropriate woody material suitable for reuse as habitat features in the restored habitats, such as root wads and large woody debris, shall be salvaged and stockpiled on site for relocation to restored habitat areas.
- 7.1.F.2 All in-stream work shall only occur from April 1 through October 30. Construction activities restricted to this period include any work within the bed, bank, or channel of the Smith River, or within the tidal sloughs. However, if there is no rain forecasted or water conditions are conducive to avoiding anadromous salmonids, the Executive Director may extend this time period upon request from The Farm.
- 7.1.F.2.1 In addition to other measures that may be required by NMFS, all in-water construction work shall at a minimum be done with a qualified Specialist with expertise in the areas of anadromous salmonid biology on-site at all times during all in-water removal and restoration work. The Farm may propose to use coffer dams during this work.
- 7.1.G The Restoration Plan shall describe, in detail, all equipment to be used. Hand tools shall be used wherever feasible. It is understood that mechanized equipment will be required to conduct the fill removal and the remedial grading work, at a minimum. Mechanized equipment shall not impact resources protected under the Coastal Act, including but not limited to: cultural resources, geological stability, integrity of landforms, freedom from erosion, and the existing native vegetation. For any mechanized equipment proposed, the Restoration Plan shall provide for:
 - 7.1.G.1 Limitations on the hours of operations for all equipment and a contingency plan that addresses at a minimum: 1) potential impacts from equipment use, including disturbance of areas where

revegetation and/or Planting and Fencing will occur and the responses thereto; 2) potential spills of fuel or other hazardous releases that may result from the use of mechanized equipment and the responses thereto; and 3) any potential water quality impacts.

- 7.1.G.2 Designated areas for staging of any construction equipment and materials, including receptacles and temporary stockpiles of materials. All stockpiles and construction materials shall be covered, enclosed on all sides, located as far away as possible from drain inlets and any waterway. No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wind or runoff erosion and dispersion. All stockpiles, construction materials, and demolition debris shall be enclosed on all sides, covered during rain events, and shall be located a minimum of 50 feet from coastal waters, sensitive habitat, and storm drain inlets.
- 7.1.G.3 Designated and confined areas for maintaining and washing machinery and equipment specifically designed to control runoff. Thinners or solvents shall not be discharged into sanitary or storm sewer systems. The discharge of hazardous materials into any receiving waters is prohibited.
- 7.1.G.4 BMPs for In-Water Construction Activities.
- 7.1.G.4.A. Tarps or other devices shall be used to capture all debris, sawdust, oil, grease, rust, dirt, drips, and spills resulting from overwater construction and demolition activities, to protect the quality of coastal waters.
- 7.1.G.4.B. Floating booms shall be used to contain any floating debris accidentally discharged into coastal waters during removal and restoration activities. Non-buoyant debris discharged into coastal waters shall be recovered by divers as soon as possible. The collected debris shall be removed as soon as possible, but no later than the end of each day.
- 7.1.G.4.C. A silt curtain shall be used to control turbidity if sediment or silt is stirred up during removal or restoration taking place in or adjacent coastal waters, where coastal resources (such as benthic communities) may be at risk.

- 7.1.G.4.D. Machinery or construction materials not essential for project activities shall not be allowed at any time within the river or tidal sloughs.
- 7.1.G.4.E. If feasible, vegetable-oil-based hydraulic fluids and biodiesel fuel shall be used in heavy equipment used in construction lasting one week or longer in water or adjacent to coastal waters.
- 7.1.G.4.F. The footprint of areas within which removal and restoration activities are to take place (including staging and storage of equipment, materials, and debris; and equipment fueling and maintenance) shall be minimized to the extent feasible. Construction activities shall be prohibited outside of designated construction, staging, storage, and maintenance areas.
- 7.1.H. Prior to submittal to the Executive Director, the proposed Restoration Plan shall be submitted to the Archaeological Specialist and the Native American Monitors for comments. Also, subsequent to the final plan being adjusted according to permitting processes of other agencies and comments by Commission staff, the Restoration Plan shall be submitted again to the Native American Monitors for final comments before it is approved by the Executive Director. In each case, the Commission shall request that the Native American Monitors provide comments within 10 days.

7.2 Cultural Materials

The Farm shall submit, for the review and approval of the Executive Director, a Cultural Resources Survey and Cultural Materials Plan prepared by a qualified professional, defined in Section 6.5 as the "Archaeological Specialist," which shall assess the extent to which the removal, restoration, and Environmental Enhancement activities required by this Consent Agreement have any potential to uncover or otherwise disturb cultural resources. Prior to the preparation of the Cultural Resources Survey and Cultural Materials Plan, The Farm shall submit the qualifications of the proposed Archaeological Specialist for the Executive Director's review and approval, including a description of the archaeologist's background, training, and experience. After the Executive Director has approved the Restoration Plan but before the first commencement of activities required by the Restoration Plan, the Farm shall convene an on-site pre-meeting with all of the archaeological specialists, Native American monitors and any Most Likely Descendants ("MLD"), along with any Specialist undertaking the restoration work, The Farm, and the Archaeological Specialist in order to ensure that all parties understand the procedures to be followed pursuant to this Consent Agreement

and the approved Cultural Resources Survey and Cultural Materials Plan.

In order to protect cultural resources on the Properties, the Cultural Resources Survey and Cultural Materials Plan shall incorporate the following measures and procedures and The Farm shall implement such measures and procedures:

- 7.2.A In preparing the Cultural Resources Survey and Cultural Materials Plan, the Archaeological Specialist shall consult with the Native American Monitors.
- 7.2.B The Cultural Resources Survey and Cultural Materials Plan shall require that the Archaeological Specialist shall document any cultural materials, including but not limited to, skeletal remains and grave-related artifacts, traditional cultural sites, religious or spiritual sites, village sites, or other artifacts, encountered during the course of work conducted pursuant to this Consent Agreement, and such documentation shall be included in a report to the Executive Director within 25 days of identification.
- 7.2.C During all ground disturbance and subsurface activity that occurs on the Restoration Area, the Native American Monitors may be present on the Restoration Area.
- 7.2.D During all ground disturbance and subsurface activity during implementation of the Restoration Plan (including the Removal Plan and the Environmental Enhancement Plans), Native American Monitors are welcome to visit the areas of active work, so long as they notify and consult with The Farm prior to arrival.
- 7.2.E The Farm shall allow for sufficient and Native American monitors to assure that all remedial grading or other restoration activities that have any potential to uncover or otherwise disturb cultural deposits are monitored at all times. More than one monitor at the Removal Area, Restoration Area, or Environmental Enhancement Areas may be necessary during times with multiple soil disturbance locations. In instances where more than one monitor is necessary and less than all the Native American Monitors necessary respond to requests to monitor particular areas within 7 days, The Farm may request to commence work with less Native American Monitors.
- 7.2.F Prior to the disposal of any materials from the Property, the Archaeological Specialist shall identify, as best as possible, soil that may contain cultural materials and, if determined by the Archaeological Specialist and the Native American Monitors to be necessary, screen it for evidence of such materials. Any cultural materials that are to be reburied must be done so at the direction and guidance of the Archaeological Specialist and Native American Monitors.
- 7.2.G All identification of soil, soil screening, and restoration activities conducted pursuant to this Consent Agreement shall be monitored by the Native American Monitors. In addition, the Native American Monitors shall be provided access to

the site to inspect the Removal Area, Restoration Area, and Environmental Enhancement Area prior to removal and/or restoration. The Farm shall not restrict the Native American Monitors from communicating with Commission staff. The Native American Monitors shall be able to request to the Executive Director that the Farm stop work activities in any area if required to avoid adverse impacts to sensitive resources. In addition, if human remains are encountered during inspection of the Restoration Area, The Farm shall comply with all applicable State and Federal laws, including but not limited to, immediately stopping all work and contacting the County Coroner, NAHC and the Most Likely Descendants ("MLDs").

7.2.H Any discoveries of any cultural materials, including but not limited to, skeletal remains and grave-related artifacts, traditional cultural sites, religious or spiritual sites, or other artifacts arising among The Farm, the Archaeological Specialist, and/or the Native American Monitors shall be promptly reported to the Executive Director via e-mail or telephone and the work shall be halted in the area(s) of discovery. Work may continue in other area(s), in accordance with all provisions of the Cultural Resources Survey and Cultural Materials Plan.

7.2.I If any cultural materials are discovered, including but not limited to skeletal remains and grave-related artifacts, traditional cultural sites, religious or spiritual sites, or other artifacts, all restoration activities in that particular area shall cease. The Archaeological Specialist shall submit a proposal to the Executive Director for his review and approval on how The Farm will address such discovery, consistent with the Cultural Resources Survey and Cultural Materials Plan. Restoration activity may proceed only until such time as the Executive Director has determined that The Farm has complied with all obligations of the Cultural Resources Survey and Cultural Materials Plan.

7.3 Temporary Erosion Control Plan

7.3.A The Farm shall submit, as part of the Restoration Plan, a Temporary Erosion Control Plan, prepared by a qualified Specialist approved pursuant to Section 7.1.C, above, to stabilize the soil and prevent erosion, to address ground disturbance during any restoration activities, and to stabilize the soil and prevent erosion during the establishment of any vegetation planted pursuant to Section 7.6, below.

7.3.B The Temporary Erosion Control Plan shall: 1) include a narrative report describing all temporary run-off and erosion control measures to be used during remedial grading/removal/restoration activities; 2) identify and delineate on the site or grading plan required pursuant to Section 7.4 the location of all temporary erosion control measures; and 3) specify that the remedial grading, removal work, and installation of erosion control features shall take place only during the dry season (April 1 – October 30). If recommended by the Specialist, this period may be extended for a limited period of time pursuant to Section 15, below.

- 7.3.C The Temporary Erosion Control Plan shall indicate that all erosion control measures are required to be installed and fully functional on or adjacent the Restoration Area prior to, or concurrent with, the initial removal activities required by this Consent Agreement and maintained at all times of the year throughout the removal, remedial grading, revegetation, and monitoring process, to minimize erosion across the site and potential sedimentation of the Smith River, tidal sloughs, wetlands, or other habitat areas.
- 7.3.D The Temporary Erosion Control Plan shall indicate that all erosion control measures, including measures to encase filtering devices, shall be comprised of bio-degradable materials, and shall be designed to not entrap or harm wildlife. Any soil stabilizers shall be compatible with native plant recruitment and establishment. Soil stabilization methods shall not include the placement of retaining walls or other permanent structures such as grout, geogrid, or similar materials. To minimize wildlife entanglement and plastic debris pollution, the use of temporary rolled erosion and sediment control products with plastic netting (such as polypropylene, nylon, polyethylene, polyester, or other synthetic fibers used in fiber rolls, erosion control blankets, and mulch control netting) is prohibited. Any erosion-control associated netting shall be made of natural fibers and constructed in a loose-weave design with movable joints between the horizontal and vertical twines.
- 7.3.E The Temporary Erosion Control Plan shall indicate that all erosion control measures are temporary and will be eliminated from the Properties by The Farm once the native plants are established. Verification of such removal shall be provided in the annual monitoring report for the reporting period during which the removal occurred.
- 7.3.F The Temporary Erosion Control Plan shall include the following deadlines:
- 7.3.F.1 Prior to implementation of the Restoration Plan by the Executive Director, The Farm shall commence implementation of the Temporary Erosion Control Plan.
 - 7.3.F.2 Within fifteen (15) days of commencing installation activities under the Temporary Erosion Control Plan, The Farm shall conclude installation.
 - 7.3.F.3 Within 20 days of the completion of the installation of erosion control measures under the Temporary Erosion Control Plan, The Farm shall submit evidence, for the Executive Director's review and approval in the form of a narrative report as described in 6.8.B above. The Temporary Erosion Control Plan Report shall also show the devices installed, the type of devices installed, and document their impact, if any.

7.4 Removal Plan

7.4.A Prior to commencement of the Removal Plan, The Farm shall conduct the following study to inform the Removal Plan, and shall commence the Invasive Plant Control Plan pursuant to Section 7.6.F, below:

7.4.A.1. A Hydrology Study shall be undertaken to explore the effects of removal of the levee crossings and fill to the tidal prism, currents, retention times, and salinity in the Smith River and the tidal sloughs, and to determine which tidal areas are flood or ebb dominated. The Farm shall then use this information to lessen the Removal Plan's potential for bank scour and turbidity, among other related issues.

7.4.B The Removal Plan shall include a description of the location and identity of, and proposed plan for the removal of, all physical items resulting from the alleged Unpermitted Development to be removed from the Properties. The Removal Plan shall state that removal of all inland crossings and fill shall occur before removal of the outer levee crossing on Tillas Slough in order to avoid potential new tidal flows into the inland areas that complicate the removal work there. The unpermitted road crossing shall not be removed until the conclusion of the CDP process below. The cow carcasses that are now overgrown with trees and in an advanced state of decomposition shall not be removed in order to best protect the habitat there.

7.4.C The Restoration Plan shall identify the location of the disposal site(s) for the disposal of all materials removed from the Properties and all waste generated during restoration activities pursuant to this Consent Agreement. The Restoration Plan may propose, for the review and approval of the Executive Director, to return the fill to areas on Reservation Ranch. Such proposal shall include adequate measures to ensure that such placement of fill will not result in erosion or impacts to water quality, wetlands, or other habitat. Except for the return of fill to Reservation Ranch, if a disposal site is located in the Coastal Zone and is not an existing sanitary landfill, a coastal development permit shall be required for such disposal. Any hazardous waste must be disposed of at a suitable licensed disposal facility. The Removal Plan shall take into account the ability of natural tidal flow to remove natural debris.

7.4.D The Removal Plan shall indicate that removal activities shall not disturb areas outside of the Restoration Area. The Removal Plan shall indicate that any areas in or outside of the Restoration Area disturbed by the removal activities under the Removal Plan shall be included in restoration activities under this Restoration Plan, including any further removal, temporary erosion control, regrading, and/or revegetation measures that are required to address the additional disturbance.

7.4.E The Removal Plan shall include the following deadlines:

- 7.4.E.1 Within sixty (60) days of approval of the Restoration Plan by the Executive Director, The Farm shall initiate removal of the Unpermitted Development.
- 7.4.E.2 Within one hundred and twenty (120) days from the implementation of the Removal Plan, all removal activities, with the exception of the levee crossings, shall be completed. Within one hundred and twenty days (120) days from the completion of all other removal activities, including those in Section 8, the levee crossings shall be removed.
- 7.4.E.3 Within thirty (30) days of the completion of the removal of all unpermitted items, The Farm shall submit evidence, for the Executive Director's review and approval, in the form of a narrative report as described in 7.8.B, below, showing that the removal has been completed pursuant to the approved Restoration Plan.

7.5 Remedial Grading Plan

- 7.5.A. The Farm shall submit, as part of the Restoration Plan, a Remedial Grading Plan prepared by a qualified Specialist approved pursuant to Section 7.1.C, above, that will describe all measures necessary to return the Restoration Area impacted by the Unpermitted Development to its pre-violation topography. If historic data or topographical maps are not sufficient for this location, The Farm shall propose an approximation of the topography which existed prior to the Unpermitted Development based on undisturbed slopes in the area, for the review and approval of the Executive Director. If such approach is used, the Specialist shall submit in writing that the proposed approximation is the most accurate depiction of what the topography looked like prior to the occurrence of Unpermitted Development. If it is determined by the Specialist that a different topography will result in a more successful restoration and will benefit coastal resources, the Specialist may propose a different topography to meet these goals.
- 7.5.B The Remedial Grading Plan shall include sections showing original and finished grades, and a quantitative breakdown of grading amounts (cut/fill), drawn to scale with contours that clearly illustrate, as accurately as possible, the pre-violation and the current, unpermitted topography. The Remedial Grading Plan shall demonstrate how the proposed remedial grading will restore the Restoration Area to their original, pre-violation topography, or other topography consistent with Section 7.5.A. The Remedial Grading Plan shall identify the source and date of all data used to produce this information.
- 7.5.C The Remedial Grading Plan shall indicate that the proposed remedial grading will restore the original topography of the Restoration Area, or the topography that is

approved by the Executive Director if changes to the original topography are necessary to ensure a more successful restoration, to the condition that existed prior to any unpermitted disturbance and that will be sufficient to support restoration of tidal slough, wetland, riparian, and other native habitat appropriate for this area. The Remedial Grading Plan will take into account the ability of natural tidal flow to restore prior grades.

7.5.D If the Specialist determines that alterations to the original topography, or to any other aspect of the Restoration Area from its pre-violation state, are necessary to ensure successful restoration of tidal slough, wetland, riparian, or other native habitat, the Remedial Grading Plan shall include this proposed topography or a description of the proposed changed aspects and the methods to be used to attain the modified outcome.

7.5.E Implementation of the Remedial Grading Plan shall be undertaken in a way that minimizes the impacts to the Properties. Areas adjacent to the Restoration Area shall not be disturbed by activities related to remedial grading or any other activity required by this Consent Agreement. Prior to initiation of any activities resulting in physical alteration of the Properties, the disturbance boundary shall be physically delineated in the field using temporary measures identified in Section 7.1.E, above.

7.5.F The Remedial Grading Plan shall not begin until after the Invasive Plant Control Plan is commenced pursuant to Section 7.6.F, below, and shall include the following deadlines:

7.5.F.1 Within thirty (30) days of completing implementation of the Removal Plan, The Farm shall begin implementation of the Remedial Grading Plan.

7.5.F.2 Within sixty (60) days of commencing implementation of the remedial grading activities, The Farm shall complete implementation of the Remedial Grading Plan.

7.5.F.3 Within thirty (30) days of the completion of the Remedial Grading Plan, The Farm shall submit evidence, for the Executive Director's review and approval in the form of a narrative report as described in 7.7.B, below, showing that the remedial grading has been completed pursuant to the approved Restoration Plan.

7.6 Revegetation Plan

7.6.A The Farm shall submit, as part of the Restoration Plan, a Revegetation Plan prepared by a qualified Specialist approved pursuant to Section 7.1.C, above, that will describe the measures necessary to revegetate the Restoration Area such that the Restoration Area has a similar plant density, total cover and

species composition as that typical of undisturbed habitat in the surrounding area and based on the Reference Site(s), pursuant to Section 7.6.C.

7.6.B The Revegetation Plan shall include a detailed description of the methods that shall be utilized to restore the Restoration Area. The Revegetation Plan shall include detailed descriptions, including graphic representations, narrative reports, and photographic evidence, as necessary. The Revegetation Plan shall demonstrate that the Restoration Area will be revegetated using plant species endemic to and appropriate for the location of the Properties.

7.6.C The Revegetation Plan shall identify the natural habitat type(s) that is the model for the restoration and describe the desired relative abundance of particular species in each vegetation layer. This section shall explicitly lay out the restoration goals and objectives for the revegetation based on that model. The Revegetation Plan shall be based on a reference site or sites, which will be used as a model or goal for restoration. The reference site(s) shall be undisturbed and may be located on-site or, if such a site is not present, in the general vicinity of the Properties, and shall include tidal slough, wetland, riparian, and other northern California coastal native habitat that may be found in the Restoration Area. The Revegetation Plan shall include a detailed description of Reference Site(s), including rationale for selection, location, and species compositions, distributions, and densities. The Reference Site(s) shall be located as close as possible to the Restoration Area, shall be similar in all relevant respects, and shall serve as the standard for measuring success of restoration activities under this Consent Agreement.

7.6.C.1 The Revegetation Plan shall be based on these Reference Sites, which, along with information from the scientific literature, shall be used to identify the plant species that are native to the site and will be planted on the Properties. The Revegetation Plan shall explicitly state the restoration goals and objectives for the revegetation effort, with the goal of achieving the revegetation performance standards in the allotted period, which include diversity and native plant cover requirements and require the control of invasive plants. Based on these goals, the Revegetation Plan shall identify the species that are to be planted (plant "palette"), and provide a rationale for and description of the size and number of container plants, seed mix, the rate and method of seed application, and the method of planting. The Revegetation Plan shall indicate that plant propagules and seeds must come from local, native stock on site if possible, and if not, near the Smith River floodplain. If plants, cuttings, or seeds are obtained from a nursery, the nursery must certify that they are of local origin (Smith River floodplain) and are not cultivars. If no plants of local origin are available for a particular plant, The Farm may propose to obtain them from Humboldt County, where many native nurseries propagate species for this

purpose. The Revegetation Plan shall provide specifications for preparation of nursery stock. Technical details of planting methods (e.g. spacing, micorrhyzal inoculation, etc.) shall be included. The Farm shall not employ non-native plant species, which could supplant native plant species in the Restoration Area.

7.6.D The Revegetation Plan shall include a map showing the type, size, and location of all plant materials that will be planted in the Restoration Area, including the general location of all cuttings; the location of all non-native plants to be removed from the Restoration Area; the topography of all other landscape features on the site; and the location of photographs of the Restoration Areas that will provide reliable photographic evidence for annual monitoring reports, as described in Section 7.7.D.1, below.

7.6.E The Revegetation Plan shall include a schedule for installation of plants, removal of non-native plants, and completion of revegetation on the Properties prepared by the Specialist.

7.6.E.1 The revegetation schedule shall include specific time periods and deadlines, including identifiable interim goals, for planting, other revegetation activities, and additional non-native species removal work spread out over the time period established in this section.

7.6.E.2 The Revegetation Plan shall include a detailed explanation of the performance standards that will be utilized to determine the success of the restoration. The performance standards shall identify that 'x' native species appropriate to the habitat should be present, each with at least 'y' percent cover or with a density of at least 'z' individuals per square meter. The description of restoration success shall be described in sufficient detail to enable an independent specialist to duplicate it.

7.6.F The Revegetation Plan shall include an Invasive Plant Control Plan, to establish the standards to remove, control and reduce the presence of non-native plant species within the restored areas for the duration of the Restoration Plan as much as is feasible, while minimizing all impacts to wetland and riparian habitat. This plan shall be designed to reach, by the conclusion of the monitoring period identified in Section 7.8, and maintain past the end of the monitoring period, non-native and invasive plant coverage that is consistent with the performance standards identified in Section 7.6.E. The Farm shall commence implementation of the Invasive Plant Control Plan prior to any grading operations on the Properties. The Invasive Plant Control Plan shall include:

7.6.F.1 Measures to remove non-native and invasive species from the Restoration Area and Planting and Fencing Area, by hand, mechanized equipment, the levee crossing removal, or other

methods.

- 7.6.F.2 Measures to remove invasive species outside the Restoration Area and Planting and Fencing Area if the Specialist or the Executive Director determines that such invasive species could impact, supplant, or limit the success of the native plantings within the Restoration Area. These non-native plants include non-native, invasive species listed as Moderate to High risk by the California Invasive Plant Council.
- 7.6.F.3 Measures to control non-native and invasive species, including but not limited to fallowing, mulching, mowing multiple times per year, grow and kill cycles, solarization, flash grazing, and flaming if necessary.
- 7.6.F.4 Periodic planting of native species, consistent with the approved plant list.
- 7.6.F.5. Description of an adaptive management approach that responds to potential adverse conditions as they occur, and which could include experimentation to ascertain barriers to project success.
- 7.6.F.6 Description of the proposed use of artificial inputs, such as irrigation, fertilizer or herbicides, including the full range of amounts of the inputs that may be utilized. The minimum amount necessary to support the establishment of the plantings for successful restoration shall be utilized.
- 7.6.G No permanent irrigation system is allowed in the Restoration Area. Temporary above-ground irrigation to provide for the establishment of plantings is allowed for a maximum of three (3) years or until the revegetation has become established, whichever comes first. If, after the three (3) year time limit, the vegetation planted pursuant to the Revegetation Plan has not become established, the Executive Director may, upon receipt of a written request from The Farm, allow for the continued use of the temporary irrigation system. The written request shall outline the need for and duration of the proposed extension.
- 7.6.H Deadlines

The Revegetation Plan shall include the following deadlines:

- 7.6.H.1 Within 180 days of approval of the Restoration Plan by the Executive Director, The Farm shall commence initial phases of revegetation activities by implementing the Revegetation Plan. The schedule/timeline of activities in the Restoration Plan shall be in accordance with the deadlines in this Consent Agreement, and

shall be in accordance with the ideal planting seasons. Per 6.6.F, the Invasive Plant Control Plan should be implemented before any grading. If it is determined by the Specialist that the timing of planting must be changed to ensure successful restoration, the Executive Director may, at the written request of The Farm, extend the deadlines as set forth in Section 15.0 of this Consent Agreement in order to achieve optimal growth of the vegetation.

- 7.6.H.2 Within 90 days of commencing implementation of activities under the Revegetation Plan, The Farm shall complete implementation of all planting activities under the Revegetation Plan.
- 7.6.H.3 Within 30 days of the completion of all revegetation activities, The Farm shall submit evidence, for the Executive Director's review and approval, in the form of a narrative report as described in Section 7.8.D, below, demonstrating that the revegetation has been completed pursuant to this Consent Agreement and the approved Restoration Plan.
- 7.6.H.4 If the Specialist recommends planting to occur at a certain time of year beyond deadlines set forth herein to benefit from natural rainfall and avoid the need to plant during the drier summer months, the Executive Director may, at the written request of The Farm, extend the deadlines as set forth in Section 15.0 of this Consent Agreement in order to achieve optimal growth of the vegetation.

7.7 Monitoring Plan

- 7.7.A The Farm shall submit, as part of the Restoration Plan, a Monitoring Plan prepared by a qualified Specialist approved pursuant to Section 7.1.C, above, that will provide for monitoring the Restoration Area over a period of, at a minimum, five (5) years from the completion and full implementation of the Restoration Plan (with the exception of the Monitoring Plan proportion of the plan) to ensure successful restoration.
- 7.7.B The Monitoring Plan shall describe the monitoring and maintenance methodology, including sampling procedures, sampling frequency, and contingency plans to address potential problems with restoration activities or unsuccessful restoration of the Properties.
- 7.7.C The Monitoring Plan shall specify that the Specialist shall conduct at least four (4) site visits annually for the duration of the monitoring period, for the purposes of inspecting and maintaining: the health and abundance of existing vegetation and/or vegetation planted pursuant to this Consent Agreement; and any other activities undertaken through the Restoration Plan.

7.7.D The Farm shall submit, on an annual basis and during the same one-month period of each year (no later than December 31st of the first year after full implementation of the Revegetation Plan), for five (5) years starting from the completion of the revegetation phase of the Restoration Plan, a written report, for the review and approval of the Executive Director, prepared by the Specialist, evaluating compliance with the Restoration Plan.

7.7.D.1 These reports shall include photographs taken during the periodic site inspections at the same time of year indicating the progress of recovery in the Restoration Area. The photographs will be taken from as close to the same pre-designated locations (as identified on the map submitted pursuant to 6.1.D, above) as possible. The locations from which the photographs are taken shall not change over the course of the monitoring period unless the Specialist requests changes that are approved by the Executive Director.

7.7.E If periodic inspections or the monitoring reports indicate that the restoration project or a portion thereof is not in conformance with the Restoration Plan or this Consent Agreement, or is failing to meet the goals and/or performance standards specified in the Restoration Plan, The Farm shall submit a revised or supplemental Restoration Plan ("Revised Restoration Plan") for review and approval of the Executive Director.

7.7.E.1 The Revised Restoration Plan shall be prepared by a qualified Specialist, approved by the Executive Director pursuant to Section 7.1.C, above, and shall specify measures to correct those portions of the restoration that have failed or are not in conformance with the original, approved Restoration Plan or this Consent Agreement. The Executive Director will then determine whether the Revised Restoration Plan must be processed as a modification of this Consent Agreement or a new Restoration Order.

7.7.E.2 After the Revised Restoration Plan has been approved, these measures, and any subsequent measures necessary to carry out the original, approved Restoration Plan, shall be undertaken by The Farm until the goals of the original, approved Restoration Plan have been met to the satisfaction of the Executive Director. Following completion of the Revised Restoration Plan's implementation, the duration of the monitoring period shall be extended for at least a period of time equal to that during which the project remained out of compliance, but in no case less than two (2) annual reporting periods.

7.7.F At the end of the five (5) year monitoring period, or any other monitoring duration required by a Revised Restoration Plan, The Farm shall submit for the

review and approval of the Executive Director a final, detailed report prepared by the Specialist that documents the successful restoration of the Properties.

7.7.F.1 If the Executive Director determines from this final report that the restoration has in part, or in whole, been unsuccessful, based on the requirements of the approved Restoration Plan, The Farm shall submit a Revised Restoration Plan, in accordance with the requirements of this Consent Agreement, and the monitoring program shall be revised accordingly.

7.8 Implementation and Completion of Restoration Plan

7.8.A Upon approval of the Restoration Plan (including the Temporary Erosion Control, Removal, Remedial Grading, Revegetation, and Monitoring plan components) by the Executive Director, The Farm shall fully implement each phase of the Restoration Plan consistent with all of its terms and the terms set forth herein. The Farm shall complete all work described in the Restoration Plan no later than five years after all levee crossings are removed. If Section 7.7.F.1, above, requires The Farm to complete a Revised Restoration Plan, The Farm shall also implement the approved version of that Revised Restoration Plan and complete that work within the timeline of any approved Revised Restoration Plan.

7.8.B Within thirty (30) days of the completion of all the work described within each component of the Restoration Plan - the Temporary Erosion Control, Removal, Remedial Grading, and Revegetation Plan, The Farm shall submit a written report, prepared by the specific Specialist overseeing each specific element as listed above, for the review and approval of the Executive Director, documenting all restoration work performed on the Properties pursuant to the Restoration Plan. This report shall include a summary of dates when work was performed and photographs taken from the pre-designated locations documenting implementation of the respective components of the Restoration Plan, as well as photographs of the Properties before the work commenced and after completion.

8. PERMIT APPLICATION

8.1 Within one hundred and twenty (120) days of the effective date of this Consent Agreement, The Farm shall submit, and shall not withdraw or in any way impede final action on, a complete CDP application as set forth below.

8.2 The Farm shall submit and complete a CDP application to the Commission for authorization for a bridge across Tillas Slough and a road south of the bridge. The bridge shall be proposed in order to prevent cattle from walking through the slough to cross it and will be placed at a gap in the fencing required to be placed around Tillas Slough pursuant to Section 18. The bridge shall be tall enough for the public to pass underneath it in a kayak.

- 8.3 The Farm shall fully implement the activities authorized by the CDP and shall comply with the terms and conditions of any CDP approved pursuant to the application submitted under this section by the deadlines required in the CDP, or, if a deadline is not required in the CDP, within 60 days of final action by the Commission.
- 8.4 In the event the Commission denies the CDP application submitted under this section, The Farm shall submit and complete another complete CDP application that takes into account any changes requested by the Commission.
- 8.5 Nothing in this agreement shall stop the Farm from using the unpermitted road crossing while the CDP process is undertaken. If the Farm's second CDP application is denied, or if the Farm does not submit another CDP application within 60 days of Commission denial, the Farm shall remove the unpermitted road crossing pursuant to the requirements of the Removal Plan above within 60 days.

ADDITIONAL PROVISIONS COMMON TO BOTH ORDERS

9.0 SUBMITTAL OF DOCUMENTS

All documents submitted to the Commission pursuant to this Consent Agreement must be sent to:

California Coastal Commission
Attn: Rob Modellmog
455 Market Street Suite 300, Room 228
San Francisco, CA 94105

With a copy sent to:

California Coastal Commission
Attn: Josh Levine
1385 8th Street #130
Arcata, CA 95521

All documents shall additionally be sent via electronic mail to Rob Modellmog (Robert.Modellmog@coastal.ca.gov) with a copy sent to Josh Levine (Josh.Levine@coastal.ca.gov).

10.0 SITE ACCESS

- 10.1 The Farm shall provide access to the Removal, Restoration, and Environmental Enhancement Areas to Commission staff and any other agency having jurisdiction over the work being performed under this Consent Agreement.

Commission and other relevant staff may enter and move freely about the following areas: (1) the portions of Reservation Ranch on which the alleged violations are located, (2) any areas where work is to be performed pursuant to the Consent Agreement, (3) adjacent areas of Reservation Ranch and any other area in order to view locations where work is being performed pursuant to the requirements of the Consent Agreement, and (4) any other areas where evidence of compliance with the Consent Agreement may lie for purposes including, but not limited to, inspecting records, and overseeing, inspecting, documenting (including by photograph and the like), and reviewing the progress of The Farm in carrying out the terms of this Consent Agreement. Nothing in this Consent Agreement is intended to limit in any way the right of entry or inspection that any agency may otherwise have by any law. Commission or other agency staff shall notify the Farm prior to accessing the site and abide by safety protocols during any site inspections.

11.0 EFFECTIVE DATE AND TERMS OF THIS CONSENT AGREEMENT

The effective date of this Consent Agreement is the date the Commission votes to approve this Consent Agreement. This Consent Agreement shall remain in effect permanently unless and until rescinded by the Commission.

12.0 FINDINGS

This Consent Agreement is issued on the basis of the findings adopted by the Commission, as set forth in the document entitled “Staff Report and Findings for Consent Cease and Desist Order No. CCC-22-CD-02, Consent Restoration Order No. CCC-22-RO-01, and Consent Administrative Penalty No. CCC-22-AP3-01.” The Commission has authorized the activities required under this Consent Agreement and has determined them to be consistent with the resource protection policies set forth in Chapter 3 of the Coastal Act, if carried out in compliance with the terms of this Consent Agreement.

13.0 COMMISSION JURISDICTION

The Commission has jurisdiction over resolution of the Coastal Act violations on the Properties pursuant to PRC sections 30810, 30811, and 30821.3. In light of the desire of the parties to settle these matters, The Farm agrees to not, and shall not, contest the Commission’s jurisdiction to issue or enforce this Consent Agreement at a public hearing or any other proceeding by or before the Commission, any other governmental agency, any administrative tribunal, or a court of law.

14.0 REVISIONS OF DELIVERABLES

The Executive Director may require revisions to the deliverables required by this Consent Agreement, as detailed above, and The Farm shall revise any such deliverables consistent with the Executive Director’s specifications, and resubmit them

for further review and approval by the Executive Director by the deadline established by the modification request from the Executive Director.

15.0 MODIFICATION OF DEADLINES

Prior to the expiration of any of the deadlines established by this Consent Agreement, The Farm may request from the Executive Director an extension of any such unexpired deadline. Such a request shall be made in writing ten (10) days in advance of the deadline, and directed to the Executive Director of the Commission, care of Rob Modellmog, at the San Francisco address identified in Section 9.0, above. All requests shall additionally be sent via electronic mail to Rob Modellmog at Robert.Modellmog@coastal.ca.gov. The Executive Director may grant an extension of deadlines upon a showing of good cause if the Executive Director determines that The Farm has diligently worked to comply with their obligations under this Consent Agreement but (1) cannot meet deadlines due to unforeseen circumstances beyond their control, including the potential for time required for other government agencies to process a complete application submitted by The Farm; or (2) the Executive Director determinates that the deadlines should be extended to benefit the success of the obligations under this Consent Agreement from an ecological or biological perspective. A violation of deadlines established pursuant to this Consent Agreement will result in stipulated penalties, as provided for in Section 19.0, below.

16.0 RESOLUTION OF MATTER VIA SETTLEMENT

In light of the intent of the parties to resolve these matters in settlement, The Farm have not submitted a "Statement of Defense" form as provided for in Section 13181 and 13191 of Title 14 of the California Code of Regulations and has agreed not to contest the legal and factual bases for, the terms of, or the issuance of this Consent Agreement, including the allegations of Coastal Act violations contained in the Notice of Intent to Commence Cease and Desist Order and Restoration Order Proceedings, dated September 1, 2017. Specifically, The Farm has agreed not to, and shall not, contest the issuance or enforcement of this Consent Agreement at a public hearing or any other proceeding.

17.0 SETTLEMENT VIA CONSENT AGREEMENT

In light of the desire to settle this matter via this Consent Agreement and avoid litigation, pursuant to the agreement of the parties as set forth in this Consent Agreement, The Farm hereby agrees not to seek a stay pursuant to PRC section 30803(b) or to challenge the issuance and enforceability of this Consent Agreement in a court of law or equity.

18.0 ENVIRONMENTAL ENHANCEMENT

18.1 Plantings and Fencing

The Farm shall submit, for review and approval of the Executive Director, a plan to

make up for the temporal loss of native habitat on the Properties caused by the alleged Unpermitted Development (“the Planting and Fencing Plan”). The Planting and Fencing Plan shall include an outline of the proposed plan to (1) plant spruce trees, as well as other trees and vegetation native to this habitat, in addition to salt marsh plants on the Properties on the banks of Tillas Slough and Islas Slough in the area on the Properties generally depicted in Exhibit 5 (“the Planting and Fencing Area”), and (2) to install exclusionary livestock fencing around the areas of Tillas Slough depicted in Exhibit 5. The Planting and Fencing Plan shall be prepared and implemented consistent with all the terms of the Restoration Plan.

18.1.A The Planting and Fencing Plan shall include plans for the installation of fencing to exclude domesticated grazing animals from Tillas Slough. The plans shall include the location and design of fencing, and shall demonstrate that the fencing will exclude domesticated grazing animals while allowing elk and other wildlife to pass over or under the fencing. Fencing shall be located to avoid, where possible, impacts to wetland or riparian vegetation. The Planting and Fencing Plan may include proposals to allow for periods of flash grazing in order to control invasive plants.

18.2 Fish Passages

The Farm shall also submit plans to install Fish Passages 1, 2, and 3, as shown at Exhibit 6, to provide salmonid habitat connection.

18.3 Both Environmental Enhancement Plans shall be submitted to the Executive Director for their approval within 90 days of approval of the Consent Agreement. Unless otherwise required to conform the Planting and Fencing Plan to the Restoration Plan deadlines, the Farm shall begin implementation of the Environmental Enhancement Plans within 90 days of approval of the Environmental Enhancement Plans by the Executive Director, and shall complete all elements of the Environmental Enhancement Plans based upon the deadlines provided in the Environmental Enhancement Plans, but in any case no later than 5 years from the approval of the Environmental Enhancement Plans by the Executive Director.

18.4 The Environmental Enhancement Plans shall indicate that activities carried out shall be consistent with the requirements of the Restoration Plan, including but not limited to requiring the presence of the Archaeological Specialist and Native American Monitors, and the draft plans shall also be provided to the Native American Monitors for comments pursuant to Section 7.1.H.

19.0 SETTLEMENT/COMPLIANCE OBLIGATION

In light of the intent of the parties to resolve these matters in settlement, The Farm has agreed to undertake, in lieu of a financial payment, a dedication of a public access easements (“the Public Access Easement”) on Reservation Ranch, and two dedications

of property ("The Oceanfront Property" and the "Riverfront Property", respectively) to a public agency or entity, as detailed below. In addition, The Farm shall implement a plan to enhance public access at the public access easement and in navigable waters in Tillas Slough ("the Public Access Plan").

19.1 The Public Access Easement

- 19.1.A The Public Access Easement will extend from the current location of the southwestern side of the outermost levee crossing at Tillas Slough north to the high tide line, as pictured in Exhibit 7, an area that is currently approximately ten (10) acres. The public use of the easement will include active and passive recreation one hour before sunrise to one hour after sunset, as well as open space and habitat conservation. Hunting is not considered active or passive recreation, and firearms and dogs are therefore prohibited on the Public Access Easement.
- 19.1.B The Farm shall execute and record documents in a form and content acceptable to the Executive Director, irrevocably offering to dedicate to a public agency, government entity, or non-profit approved by the Executive Director, an easement for public access and active and passive public recreation from one hour before sunrise to one hour after sunset, and open space and habitat conservation. The recorded document(s) shall include a legal description and corresponding graphic depiction of the public access easements and shall be recorded free of prior liens and any other encumbrances that the Executive Director determines may affect the interest being conveyed. The offers to dedicate shall run with the land in favor of the People of the State of California, binding successors and assigns of The Farm, and shall be irrevocable for a period of 21 years, such period running from the date of recording.
- 19.1.C Prior to recordation of the Public Access Easement, The Farm shall provide Commission staff with any information requested to inform the preparation of the Public Access Easements, including, but not limited to, formal metes and bounds, legal descriptions and corresponding graphic depictions prepared by a licensed surveyor of the Public Access Easement area, as well as current (within 30 days) Preliminary Title Reports for each property over which the New Public Access Easements will be recorded, issued by a licensed title insurance company.
- 19.1.D The Public Access Easement must be recorded against all of the legal parcels over which the Public Access Easement crosses within 60 days of receipt of written approval by the Executive Director of the New Public Access Easements. The Public Access Easement must be recorded free of all prior liens and encumbrances that the Executive Director determines would affect the interest being conveyed. Following recordation of the Public Access Easement, The Farm must provide evidence, including

certified copies of the recorded easement obtained from the Del Norte County Recorder's Office, for the review and approval of the Executive Director, as well as updated Preliminary Title Reports for each property over which the Public Access Easements is recorded, dated after the date of recordation, reflecting the Public Access Easement running in the chain of title for the Properties and recorded free of prior liens and encumbrances.

- 19.1.E The obligations in this Consent Agreement shall run with the land pursuant to Section 26 and bind any person or entity that comes to own any property upon which the Public Access Easement is recorded (either in their current forms or as modified by any required lot line adjustment), as well as any owner of any new parcels formed in these areas prior to completion of this obligation.
- 19.2 The Public Access Plan
- 19.2.A The Public Access Plan shall include a survey of the location of the Public Access Easements, existing topography, a written and graphic depiction of the locations of all proposed coastal public access signs, and any other posted or proposed signs to be posted.
- 19.2.B The Public Access Plan shall include written and graphic plans for all signs proposed, including coastal access signs, signs indicating where private property begins, and any signs restricting bird hunting. The Farm shall also provide photos of where the signs are proposed to be placed. Any signs proposed other than coastal access signs shall be proposed in locations and with text that would not deter or preclude use of the Public Access Easement or navigable waters.
- 19.2.C All public access signs shall be 9 square feet and made of metal. All public access signs posted shall include the language "This sign provided in cooperation with the California Coastal Commission."
- 19.2.D The Farm shall propose to place no fewer than two public access signs. The first public access sign shall be placed at the mouth of Tillas Slough and shall state that all navigable waters and all land up to the high tide line is open to the public. The second public access sign shall be placed near the southern end of the Public Access Easement in a location visible from Tillas Slough, and shall state that the land from that point north is open to the public from one hour before sunrise to one hour after sunset. The Farm shall also state on the second public access sign that hunting, firearms, and dogs are prohibited on the Public Access Easement, or the Farm may propose to state this on a third public access sign.
- 19.2.E The Farm shall remove any signs within or visible from the public access

easements that restrict access.

- 19.2.F In the event that any of the public access signs are damaged or removed, The Farm shall repair and replace the public access signs within 14 days of being informed that they are damaged or removed.
- 19.2.G In the event that the Farm needs to conduct work to remedy an unsafe condition on the Public Access Easement, the Farm shall send plans to the Executive Director that shall include information regarding the proposed work and any temporary impacts to public access due to the proposed work. The Executive Director may then approve said plans to authorize such work under the Public Access Plan of this Consent Agreement.
- 19.2.H Within 90 days of approval of this Consent Agreement, The Farm shall submit the Public Access Plan to the Executive Director for their approval. Within 90 days of approval, The Farm shall fully implement the Public Access Plan. Within 7 days of implementing the Public Access Plan, The Farm shall provide a written report, including photographic evidence, depicting all aspects of the Public Access Plan and demonstrating that all signs were posted as approved.
- 19.2.I Nothing in this Consent Agreement, including in Sections 19.1 or 19.2 requiring a Public Access Easement and Public Access Plan, shall negate California Government Code Section 831.4 or California Civil Code Section 846. Pursuant to the latter, the Farm owes no duty of care to the public, by virtue of their ownership of an interest in the Public Access Easement area, to keep that area safe for use. Pursuant to the former, the Farm is immune from liability that might otherwise attach to them as landowners for injuries caused by the condition of the area subject to the Public Access Easement.
- 19.3 Lot Line Adjustments, Subdivisions, Conservation Easements, and Land Conveyances
- 19.3.A Prior to the recordation of conservation easements and grants of fee title described below, within 30 days of approval of this Consent Agreement, The Farm shall submit to the Executive Director, for review and approval, documentation they propose to submit to the County of Del Norte, to create new parcels as shown in Exhibits 8 and 9, including by, if necessary, lot line adjustments or subdivisions, for transfer to a public agency or entity. The documentation to be recorded in connection with any lot line adjustment or subdivision shall include metes and bounds legal descriptions and corresponding graphic depictions of all of the parcels affected by any lot line adjustments or subdivisions. This Consent Agreement orders and authorizes any lot line adjustments or subdivisions,

once approved by the Executive Director, in order to facilitate the recordations of offers to dedicate conservation easements for open space, habitat conservation, and recreation including on the land to be dedicated, and to facilitate transfer of the new parcels to a public agency or entity, as indicated in the next paragraph.

- 19.3.B The Farm shall then record documents in a form and content acceptable to the Executive Director, irrevocably offering to dedicate to a public agency, government entity, or non-profit approved by the Executive Director, conservation easements over the entirety of the new parcels, as shown at Exhibits 8 and 9, to limit their uses to recreation and habitat conservation, open space, and habitat conservation, uses. The conservation easement over the 2 Acre Oceanfront Blufftop Dedication shall allow for a campground. The conservations easements shall be in a form and content approved by the Executive Director, and consistent with standard Commission practice, as follows:
- 19.3.B.1 The conservation easements shall be defined as the area shown at Exhibit 8 and 9 and shall: (a) prohibit any development, as that term is defined in PRC Section 30106, with limited exceptions, as indicated below, within the area; and (b) conserve the area as open space in perpetuity. The conservation easements shall include the following exceptions to the development prohibition in order to allow the following: (i) restoration and mitigation activities, (ii) public trail construction, and (iii) public campground construction.
- 19.3.B.2 Prior to recordation of the conservation easements, The Farm shall provide Commission staff with any information requested to help in the preparation of the conservation easements, including formal metes and bounds legal descriptions and corresponding graphic depictions prepared by a licensed surveyor of the deed restricted portion of this property, as well as current (within the prior 30 days) Preliminary Reports issued by a licensed title insurance company.
- 19.3.B.3 The conservation easements must be recorded against the entire new legal parcel within 60 days of receipt of the conservation easements approved in writing by the Executive Director. The conservation easements must be recorded free of all prior liens and encumbrances that the Executive Director determines would affect the interest being conveyed.
- 19.3.B.4 Following recordation of the conservation easements, The Farm must provide evidence, including Certified copies of the recorded conservation easements obtained from the Del Norte County Recorder's Office, for the review and approval of the Executive Director, as well as updated Preliminary Reports dated after the

date of recordation, reflecting the conservation easements running in the chain of title for the subject property and recorded free of prior liens and encumbrances.

- 19.3.B.5 The obligations in this section will run with the land and bind any entity that comes to own the land shown in Exhibits 8 and 9 (either in their current forms or as modified pursuant to the section below), as well as any owner of any new parcels formed in these areas prior to completion of this obligation.
- 19.3.C Following the recordation of the conservation easements, The Farm shall effectuate the transfers to public agency(ies) or government entity(ies), to be chosen by the Executive Director, via grant deed, of fee title to the new parcels created by the lot line adjustment or subdivisions required above, and as shown at Exhibit 8 and 9. The grants deed shall convey the new parcel at no cost or expense to the selected public agency or government entity, and subject to the conservation easements described in above to limit the uses to recreation,as well as habitat conservation and open space, on the lots. The conservation easement over the 2 Acre Oceanfront Blufftop Dedication shall allow for a campground. Such grant deeds shall be in a form and content approved by the Executive Director, and after they are approved by the Executive Director and executed by The Farm and the selected public agency, the grant deeds shall be recorded in the County Recorder's Office for Del Norte County.
- 19.3.C.1 Within 7 days of such recordation, The Farm shall confirm via Preliminary Reports, dated after the date of recordation, from a licensed title insurance company that the grant deeds have been recorded and that the selected public agency or government entity is the record owner. This obligation will run with the land and bind any entity that comes to own the area in Exhibits 8 and 9 (either in their current forms or as modified) prior to completion of this obligation.
- 19.3.C.2 The grants of fee title shall be recorded free of prior liens and encumbrances that the Executive Director determines may adversely affect the interests being conveyed. Any liens or encumbrances that the Executive Director determines may adversely affect the interest being conveyed shall be extinguished or subordinated prior to or simultaneously with the recordation of the grant deed.
- 19.3.C.3 Within 30 days of recording the grant deeds, The Farm shall submit to the Executive Director a copy thereof certified by the County Recorder's Office as the version that was recorded and a preliminary report issued by a licensed title insurance company with an effective date that is after the

date the grant deeds are recorded, demonstrating that the selected public agency's or government entity's title is in first priority position with respect to any remaining liens or encumbrances that the Executive Director determined could adversely affect the interest being conveyed.

- 19.4 Strict compliance with this Consent Agreement by all parties subject thereto is required. Failure to comply with any term or condition of this Consent Agreement, including any deadline contained in this Consent Agreement, unless the Executive Director grants an extension under Section 15, will constitute a violation of this Consent Agreement and shall result in The Farm being liable for stipulated penalties in the amount of \$750 per day per violation. The Farm shall pay stipulated penalties regardless of whether The Farm have subsequently complied. If The Farm violate this Consent Agreement, nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of the Commission to seek any other remedies available, including imposition of civil penalties and other remedies pursuant to Public Resources Code Sections 30820, 30821, 30821.3, 30821.6, or 30822 as a result of the lack of compliance with this Consent Agreement and for the underlying Coastal Act violations described herein.

20.0 SETTLEMENT OF CLAIMS

The Commission and The Farm agree that this Consent Agreement settles the Commission's monetary claims for relief from The Farm for the violations of the Coastal Act specified in Section 6.2, above, occurring prior to the date of this Consent Agreement, (specifically including claims for civil penalties, fines, or damages under the Coastal Act, including under PRC Sections 30805, 30820, 30821, 30821.3, and 30822), provided that the Restoration Plan and Environmental Enhancement Plans, respectively, are submitted and fully implemented, and the obligations in Section 19 are fully satisfied, and with the exception that, if The Farm fails to comply with any term or condition of this Consent Agreement, the Commission may seek monetary or other claims for both the underlying violations of the Coastal Act and for the violation of this Consent Agreement. In addition, this Consent Agreement does not limit the Commission from taking enforcement action due to Coastal Act violations on the Properties or elsewhere, other than those specified herein.

21.0 NO LIMITATION OF AUTHORITY

- 21.1 Except as expressly provided herein, nothing in this Consent Agreement shall limit or restrict the exercise of the Commission's enforcement authority pursuant to Chapter 9 of the Coastal Act (PRC Sections 30800 to 30824), including the authority to require and enforce compliance with this Consent Agreement and the authority to take enforcement action regarding Coastal Act violations beyond those that are specified in Section 6.2, above. Failure to enforce any provision of this Consent Agreement shall not serve as a waiver of the ability to enforce those

provisions or any others at a later time.

- 21.2 Correspondingly, The Farm has entered into this Consent Agreement and agreed not to contest the factual and legal bases for issuance of this Consent Agreement, and the enforcement thereof according to its terms. The Farm has agreed not to, and shall not, contest the Commission's jurisdiction to issue and enforce this Consent Agreement.

22.0 SEVERABILITY

Should any provision of this Consent Agreement be found invalid, void or unenforceable, such illegality or unenforceability shall not invalidate the whole, but this Consent Agreement shall be construed as if the provision(s) containing the illegal or unenforceable part were not a part hereof.

23.0 GOVERNMENT LIABILITIES

Neither the State of California, the Commission, nor its employees shall be liable for injuries or damages to persons or property resulting from acts or omissions by The Farm in carrying out activities pursuant to this Consent Agreement, nor shall the State of California, the Commission or its employees be held as a party to any contract entered into by The Farm in carrying out activities pursuant to this Consent Agreement.

24.0 GOVERNMENT JURISDICTION

This Consent Agreement shall be interpreted, construed, governed, and enforced under and pursuant to the laws of the State of California.

25.0 CONTRACTUAL OBLIGATION

This Consent Agreement constitutes both an administrative order issued to The Farm personally and a contractual obligation between The Farm and the Commission, and therefore shall remain in effect and binding upon The Farm until all terms and conditions are fulfilled, regardless of whether The Farm owns or lives on the Properties or has a financial interest in the Properties or any other property within the Coastal Zone.

26.0 SUCCESSORS AND ASSIGNS

This Consent Agreement shall run with the land, binding The Farm and all successors in interest, lessees, heirs, and assigns of The Farm, and future owners of the property currently owned by The Farm located at 330 Sarina Rd N., Del Norte County, California and constituting Del Norte County Assessor's Parcel Nos. 103-010-01, 103-010-02, 103-010-12, 102-010-049, 102-010-050, and 103-020-74, and APN 103-010-010, as well as the portions of the property associated with Coastal Act violations that are currently owned by SLC, such as public trust tidelands and submerged lands. The Farm shall provide notice to all successors in interest, heirs, assigns, and future owners of the

Consent Cease and Desist Order No. CCC-22-CD-02,
Consent Restoration Order No. CCC-22-RO-01, and
Consent Administrative Penalty CCC-22-AP3-01 (Reservation Ranch)

property currently owned by The Farm at 330 Sarina Rd N., Del Norte County, California and constituting Del Norte County Assessor's Parcel Nos. 103-010-01, 103-010-02, 103-010-12, 102-010-049, 102-010-050, and 103-020-74 and (103-010-010) of any remaining obligations under this Consent Agreement.

27.0 MODIFICATIONS AND AMENDMENTS

Minor, non-substantive modifications to this Consent Agreement may be made subject to agreement between the Executive Director and The Farm. Otherwise, except as provided for in Section 15, above, this Consent Agreement may be amended or modified only in accordance with the standards and procedures set forth in Sections 13188(b) and 13197 of Title 14 of the California Code of Regulations.

28.0 INTEGRATION

This Consent Agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified except as provided in this Consent Agreement.

29.0 CERTIFICATION OF AUTHORITY

The person(s) who sign this document on behalf of Reservation Ranch attest that they have the legal authority to bind Reservation Ranch and represents that the aforementioned entity owns the Reservation Ranch property as defined in Section 6.3, above. They further attest that they have the legal rights and any necessary property rights to conduct the work addressed herein.

30.0 STIPULATION

The Farm acknowledges, represents, and declares that they have carefully read this Consent Agreement, knows the content and executes the same voluntarily and without duress or pressure. The Farm and their respective counsel have reviewed this Consent Agreement, and the rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting party will not be employed in the interpretation of this Consent Agreement. The Farm understands that their consent is final and stipulates to issuance of this Consent Agreement by the Commission.

IT IS SO STIPULATED AND AGREED: On behalf of The Farm:

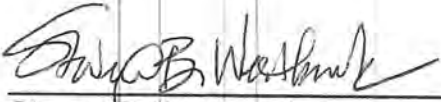


Robert L. Westbrook Jr.
as trustee of the Robert L.
Westbrook Grantor Trust, Partner
Reservation Ranch



Date

Consent Cease and Desist Order No. CCC-22-CD-02,
Consent Restoration Order No. CCC-22-RO-01, and
Consent Administrative Penalty CCC-22-AP3-01 (Reservation Ranch)



Steven B. Westbrook, Partner
Reservation Ranch

6/28/2022

Date

Executed in _____ on behalf of the California Coastal Commission:

John Ainsworth, Executive Director

Date

EXHIBITS:

- Exhibit 1 Map of Levee Crossing Removal Areas
- Exhibit 2 Map of Unpermitted Road and Road Crossing
- Exhibit 3 Map of Other Unpermitted Development
- Exhibit 4 Map of Restoration Area
- Exhibit 5 Map of Planting and Fencing
- Exhibit 6 Map of Fish Passages
- Exhibit 7 Map of 10+ Acre Public Access Easement
- Exhibit 8 Map of 14 Acre Riverfront Land Dedication
- Exhibit 9 Map of 2 Acre Oceanfront Land Dedication

CALIFORNIA COASTAL COMMISSION

455 MARKET STREET, SUITE 300
SAN FRANCISCO, CA 94105
FAX (415) 904-5400
TDD (415) 597-5885



EXHIBITS FOR CCC-22-CD-02, CCC-22-RO-01, AND CCC-22-AP3-01

Exhibit 1	Map of Levee Crossing Removal Areas
Exhibit 2	Map of Unpermitted Road and Road Crossing
Exhibit 3	Map of Other Unpermitted Development
Exhibit 4	Map of Restoration Area
Exhibit 5	Map of Planting and Fencing
Exhibit 6	Map of Fish Passages
Exhibit 7	Map of 10+ Acre Public Access Easement
Exhibit 8	Map of 14 Acre Riverfront Land Dedication
Exhibit 9	Map of 2 Acre Oceanfront Land Dedication

Levee Crossing Removal Areas




Image © 2022 Maxar Technologies

Exhibit 1

Go

Imagery Date: 4/19/2021 41°56'35.97" N 124°12'24.36" W

An aerial photograph showing a winding river through a rural landscape of green and brown fields. A white line, representing an unpermitted road, starts from the top left, follows the river's left bank, crosses the river, and continues along the right bank towards the bottom center. The text "Unpermitted Road and Road Crossing" is overlaid at the top. The text "Exhibit 2" is in the bottom right. The bottom right corner contains the text "Imagery Date: 7/2/2016 41°56'00.01\"/>

Unpermitted Road and Road Crossing

Exhibit 2



Other Unpermitted Development

Lower Tillas Pumps and Seasonal Dam

Low Tide Cattle Crossing

Fill of Slough

Middle Tillas Pumps

Manure Fill in Slough

Junk Piles and Dead Cow Dumping

Upper Tillas Pump

Removal of Driftwood Trees

Main Pump

Exhibit 3

Imagery Date: 7/2/2016 41°56'06.80" N 124°12'33.98" W elev



Restoration Area

Green: Planting on Banks of Slough

Blue: Remedial Grading (Excavation) of Slough Channel and Restoration

Yellow: Restoration of Area of Unpermitted Development

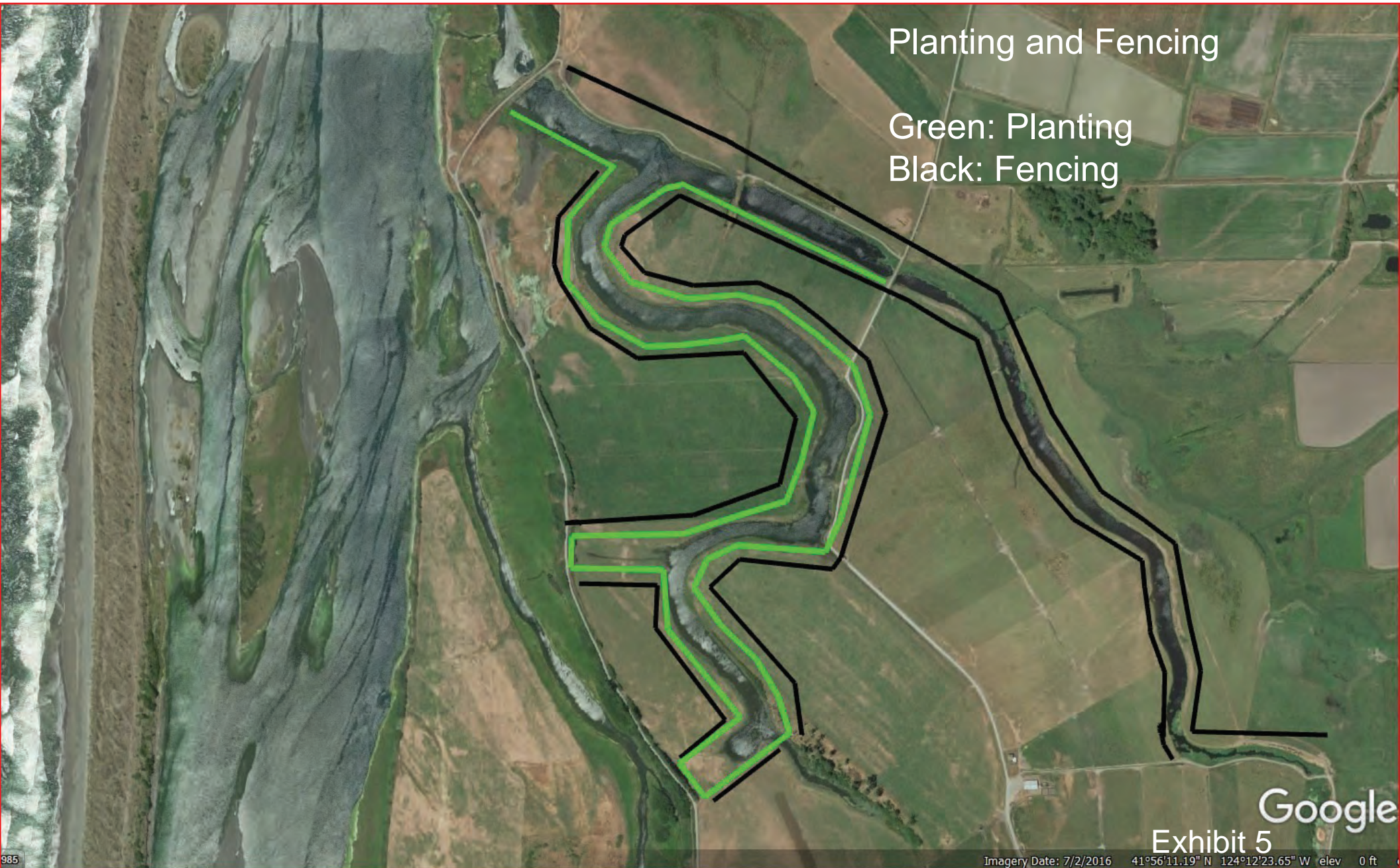
Google Earth

Imagery Date: 7/2/2016 41°56'06.61" N 124°11'22" W 4 ft eye alt 9204 ft

Exhibit 4

Planting and Fencing

Green: Planting
Black: Fencing



Google

Exhibit 5

Imagery Date: 7/2/2016 41°56'11.19" N 124°12'23.65" W elev 0 ft

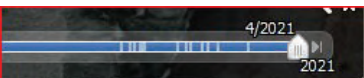
Fish Passages



Google Earth

Exhibit 6

Imagery Date: 7/2/2016 41°55'25.49" N 124°21'19.10" W Elev 0 ft eye alt 4925 ft



Map of 10+ Acre Public Access Easement

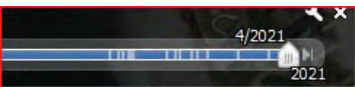


Image © 2022 Maxar Technologies

Google

Exhibit 7

Imagery Date: 4/19/2021 41°56'23.29" N 124°12'20.77" W elev 0 ft



Map of 14 Acre Riverfront Land Dedication

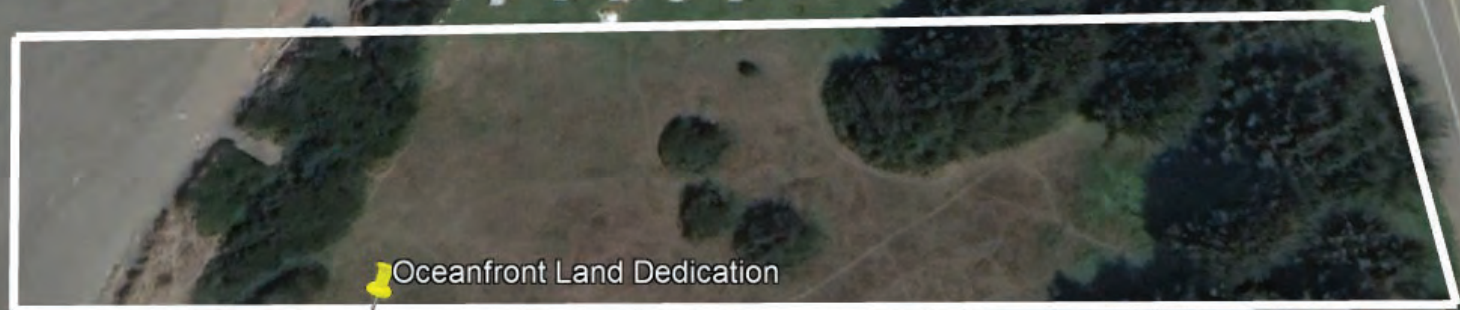
Riverfront Land Dedication

Image © 2022 Maxar Technologies

Google
Exhibit 8

Imagery Date: 4/19/2021 41°56'46.21" N 124°12'06.91" W elev 0 ft

Map of 2 Acre Oceanfront Land Dedication




 Oceanfront Land Dedication

Image © 2022 Maxar Technologies

Google

Exhibit 9

Imagery Date: 4/19/2021 41°58'27.75" N 124°12'24.63" W elev 0 ft