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25 UNITED STATES DISTRICT COURT
26 NORTHERN DISTRICT OF CALIFORNIA
27 OAKLAND DIVISION

28 RESOURCE RENEWAL INSTITUTE,
CENTER FOR BIOLOGICAL
DIVERSITY, and WESTERN
WATERSHEDS PROJECT,

Plaintiffs,

v.

NATIONAL PARK SERVICE, a federal
agency, and CICELY MULDOON, in her
official capacity as Superintendent of Point
Reyes National Seashore,

Defendants.

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and WESTERN WATERSHEDS PROJECT

[ADDITIONAL COUNSEL LISTED ON
NEXT PAGE]

Case No. 4:16-cv-00688-SBA (KAW)

**STIPULATED SETTLEMENT
AGREEMENT AND ~~PROPOSED~~
ORDER**

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16 ERNEST SPALETTA, JR., BETTY NUNES,
17 WILLIAM and NICOLETTE NIMAN,
18 LINDA and JARROD MENDOZA,
19 JOLYNN and ROBERT MCCLELLAND,
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1 RESOURCE RENEWAL INSTITUTE, CENTER FOR BIOLOGICAL DIVERSITY, and
2 WESTERN WATERSHEDS PROJECT (collectively, "Plaintiffs"), NATIONAL PARK SERVICE
3 and CICELY MULDOON IN HER OFFICIAL CAPACITY AS SUPERINTENDENT OF POINT
4 REYES NATIONAL SEASHORE ("Defendants"), Defendant-Intervenors JULIE EVANS
5 ROSSOTTI, DAVID EVANS, DAN and DOLORES EVANS, ROBERT McCLURE, TIM, TOM, and
6 MIKE KEHOE, NICHOLA, ERNIE, and ERNEST SPALETTA, JR., BETTY NUNES, WILLIAM
7 and NICOLETTE NIMAN, LINDA and JARROD MENDOZA, JOLYNN and ROBERT
8 MCCLELLAND, and ROBERT GIACOMINI (the "Rossotti Ranchers"), KEVIN and NANCY
9 LUNNY, RICHARD and JACKIE GROSSI, TED and RHEA MCISAAC, GINO LUCCHESI, JR. and
10 CLAYTON LUCCHESI, MIKE and MORGAN GIAMONNA, RICHARD GALLAGHER, RALPH
11 GIACOMINI, JR., and LUKE GIACOMINI, FRED and GINNY ROGERS, and PAULETTE PERCY
12 ("the Lunny Ranchers"), the POINT REYES SEASHORE RANCHERS ASSOCIATION (the
13 "PRSRA"), and the COUNTY OF MARIN (collectively, "the Parties"), through undersigned counsel,
14 enter into the following Stipulated Settlement Agreement for the purpose of resolving the above-
15 captioned litigation without further judicial proceedings and for no other purpose.

16 A. WHEREAS, Plaintiffs filed a lawsuit against Defendants on February 10, 2016, (ECF
17 No. 1) alleging that Defendants have unreasonably delayed a timely revision to the 1980 General
18 Management Plan ("GMP") for Point Reyes National Seashore ("Point Reyes") and violated the
19 National Environmental Policy Act ("NEPA"), the National Park Service ("NPS") Organic Act, and
20 the Point Reyes National Seashore Enabling Act, by authorizing year-round livestock ranching and
21 associated residential activities without preparing an environmental analysis of ranching's impacts on
22 Point Reyes;

23 B. WHEREAS, the Court denied the Defendants' Motion to Dismiss Plaintiffs' Claims on
24 July 15, 2016, but granted Defendants' alternative Motion for a More Definite Statement (ECF No.
25 49);

26 C. WHEREAS, Plaintiffs filed their First Amended Complaint on August 5, 2016 (ECF
27 No. 78);

1 D. WHEREAS, Plaintiffs filed a Motion for Preliminary Injunction seeking to enjoin
2 Defendants from proceeding with further work on a Comprehensive Ranch Management Plan or the
3 issuance of any new long-term leases, permits, or authorizations for ranching exceeding one-year in
4 duration until Plaintiffs' claims that a GMP should be completed first could be adjudicated (ECF No.
5 86), which Defendants opposed (ECF No. 106);

6 E. WHEREAS, the Court entered an Order on July 22, 2016, referring the above-
7 captioned action for a mandatory settlement conference (the "Settlement Conference") (ECF No. 55)
8 with the Honorable Magistrate-Judge Donna M. Ryu (ECF No. 67) on September 20, 2016 (ECF No.
9 72);

10 F. WHEREAS, the Rossotti Ranchers and the County of Marin reached agreement with
11 Plaintiffs on terms of limited intervention (ECF Nos. 63, 73);

12 G. WHEREAS, the Lunny Ranchers did not reach agreement with Plaintiffs on terms of
13 intervention and moved the Court to intervene as of right on July 22, 2016 (ECF No. 56);

14 H. WHEREAS, the Court granted in part and denied in part the Lunny Ranchers' motion
15 to intervene on September 2, 2016 (ECF No. 96), and the Lunny Ranchers filed a protective notice of
16 appeal on October 31, 2016 (ECF 117);

17 I. WHEREAS, the Parties and representatives for the Lunny Ranchers, the Rossotti
18 Ranchers, and the County of Marin participated in a Settlement Conference on September 20, 2016,
19 with Judge Ryu and agreed to deadlines regarding next steps (ECF No. 112);

20 J. WHEREAS, the Parties (as defined below), with the assistance of Judge Ryu, have
21 reached an agreement to settle and resolve this litigation according to the terms and conditions set
22 forth below;

23 K. WHEREAS, the Parties agree that settlement of this case in the manner described
24 below is in the public interest and their own interest, is in keeping with the statutes governing
25 stewardship of the Point Reyes National Seashore, and provides a comprehensive planning solution for
26 future management of the lands at Point Reyes and at the north district of the Golden Gate National
27 Recreation Area that are currently leased for ranching and ancillary activities.

28 L. WHEREAS, the Parties understand that the General Management Plan Amendment and

1 Environmental Impact Statement and associated Record of Decision as defined herein should provide
2 sufficient direction to NPS to allow it to determine whether to issue leases for continued ranching
3 operations. Nothing in this Agreement shall be construed as pre-decisional or as pre-determinative of
4 the outcome of the planning process, or the future extent or existence of ranching, or the length of any
5 future ranching lease, if any, within Point Reyes National Seashore or the north district of the Golden
6 Gate National Recreation Area.

7 **DEFINITIONS**

8 A. "Agreement" means this Stipulated Settlement Agreement.

9 B. "Drakes Beach herd" means those tule elk currently inhabiting or grazing on E Ranch,
10 D Ranch, C Ranch, B Ranch, A Ranch, and all areas directly adjacent to those ranches.

11 C. "EIS" means environmental impact statement pursuant to NEPA (defined below).

12 D. "GMP" means the Point Reyes National Seashore General Management Plan of 1980.

13 E. "GMP Amendment" means the partial amendment to Point Reyes National Seashore's
14 General Management Plan of 1980 described in Paragraph 1 below.

15 F. "Interim Lease" means an extension of an existing lease or permit for a term not to
16 exceed the Interim Period, or a short-term lease not to exceed the remainder of the Interim Period
17 issued after the expiration of a Reservation of Use and Occupancy or a Life Estate, that authorizes beef
18 or dairy ranching operations within Point Reyes National Seashore or the north district of Golden Gate
19 National Recreation Area.

20 G. "Interim Period" means the period spanning from the date of entry of an Order by the
21 Court approving this Agreement until one year after the due date for issuing the Record of Decision,
22 for a total not to exceed five years.

23 H. "NEPA" means the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et*
24 *seq.*

25 I. "NPS" means the National Park Service.

26 J. "Parties" means the parties to this agreement, including Plaintiffs, Defendants, the
27 Rossotti Ranchers, the Lunny Ranchers, the PRSRA, the County of Marin, and any other "Rancher" as
28 defined herein who becomes a signatory to this Agreement.

1 K. "Point Reyes" or "Seashore" mean Point Reyes National Seashore.

2 L. "Rancher" or "Ranchers" means any person who is currently listed on a permit, lease,
3 or other authorization, including a Reservation of Use and Occupancy or a life estate, who is
4 authorized to operate a beef or dairy ranch within Point Reyes National Seashore or the north district
5 of Golden Gate National Recreation Area, or any person who receives an Interim Lease under this
6 Agreement.

7 NOW THEREFORE, in the interests of the public and the Parties, as well as judicial economy,
8 the Parties hereby stipulate and agree to the following terms in settlement of any and all claims in the
9 above-captioned litigation:

10 **AGREEMENT**

11 **A. Federal Defendants' Planning Commitments**

12 1. In lieu of the Comprehensive Ranch Management Plan that NPS has been
13 preparing, NPS shall prepare a GMP Amendment and an EIS that, at a minimum, addresses the lands
14 currently leased for ranching in Point Reyes and in the north district of Golden Gate National
15 Recreation Area. In addition to the no action alternative, the GMP Amendment and EIS shall give full
16 consideration to, and disclose the impacts of, at least the following action alternatives that will not be
17 conditioned or dependent on ranchers' discretionary termination of their leases, permits, or ranching
18 operations: a no ranching alternative, a reduced ranching alternative, and a no-dairy ranching
19 alternative. The GMP Amendment and EIS action alternatives will include both programmatic and
20 detailed components addressing alternative strategies for future management of the lands that are
21 currently leased for ranching, including the issues of ranch and elk management, except that the no
22 ranching alternative need not address ranch management. In preparing the GMP Amendment and the
23 EIS, NPS will follow all applicable laws and policies, including, but not limited to, 54 U.S.C. §
24 100101(a), and will also address the four statutory elements of 54 U.S.C. § 100502 unless
25 inapplicable. The GMP Amendment and EIS may be combined in a single document ("GMP
26 Amendment/EIS").

27 2. This Agreement does not preclude NPS from exercising its lawful discretion to
28 consider, and expressly preserves, NPS's right to examine other potential action alternatives. This

1 Agreement also does not preclude NPS from exercising its lawful discretion to consider, as part of any
2 action alternative, except for the no ranching alternative, management strategies or actions that include
3 agricultural diversification; increased operational flexibility; the promotion of sustainable operational
4 practices; and succession planning, among others.

5 3. NPS shall issue a Record of Decision in accordance with 40 C.F.R. § 1505.2
6 and 43 C.F.R. § 46.450 for the GMP Amendment/EIS within four years from the date of approval of
7 this Agreement by the Court. Until NPS issues the Record of Decision for the GMP Amendment/EIS,
8 it shall cease further work on and shall not release for public review the Comprehensive Ranch
9 Management Plan or any other similarly comprehensive ranching plan of general applicability.

10 **B. Actions During the Interim Period**

11 4. During the Interim Period, NPS may issue Interim Leases, and may do so
12 immediately after this Agreement becomes effective as defined herein. The NPS may also issue
13 Interim Leases to ranchers or their family members if a Reservation of Use and Occupancy or a life
14 estate has expired, or expires, during the Interim Period. NPS shall not issue any Interim Lease or
15 ranching lease or permit to ranches operating within the Seashore and the north district of Golden Gate
16 National Recreation Area for a term that exceeds the Interim Period until the Record of Decision is
17 issued. With the exception of the Interim Leases provided for herein, during the Interim Period NPS
18 shall not issue any ranching leases or permits within Point Reyes National Seashore or the north
19 district of Golden Gate National Recreation Area that have a term of greater than one year. Provided,
20 that NPS may agree with the current holder of a Reservation of Use and Occupancy or life estate that a
21 family member can continue operations for the remainder of the Interim Period under a lease or permit
22 in the event of the death of the holder of a Reservation of Use and Occupancy or life estate.

23 5. The Interim Leases shall allow existing ranching operations to continue under
24 current terms and conditions but shall not allow for expanded or new uses (e.g., additional or new
25 types of livestock or crops, or other commercial operations like bed and breakfasts or processing
26 facilities). Ranchers shall comply with the terms and conditions of their leases, permits, or
27 authorizations, which NPS has the sole power to enforce. Other than the expiration date of a lease,
28 permit, or authorization that was extended by an Interim Lease, nothing in this Agreement shall be

1 deemed to alter, amend, cancel, or modify any of the terms and conditions of the current leases,
2 permits, or authorizations.

3 6. Ranchers currently holding leases for terms that extend beyond the Interim
4 Period shall be able to retain those leases, provided that NPS may not extend the term of such leases
5 until after the issuance of the Record of Decision under this Agreement.

6 7. NPS shall not issue or extend any Interim Lease or ranching lease or permit that
7 authorizes ranching within the Seashore to any entities, operations, or persons who are not listed on
8 the current leases or permits prior to the issuance of the Record of Decision, except that NPS may, in
9 its discretion, approve assignment of Interim Leases granted during the Interim Period, or grant an
10 Interim Lease to, family members of ranchers, provided that those family members become a Party to
11 this Agreement by signing a counterpart signature page. Any new signature page adding one or more
12 Parties to the Agreement need not be filed with the Court but the new Party must distribute the
13 signature page to all Parties.

14 8. Nothing in this Agreement shall be deemed to alter, abridge, amend, or affect
15 any time period, terms, rights, obligations, or conditions provided for under any existing Right of
16 Reservation of Use and Occupancy or life estate retained by any Rancher operating within the
17 Seashore or the north district of Golden Gate National Recreation Area.

18 9. Nothing in this Agreement shall be construed to alter NPS's authority to issue or
19 extend leases or permits after issuance of the Record of Decision, as permitted by applicable law.

20 10. Prior to the issuance of the Record of Decision, NPS will preserve and manage
21 tule elk at the Seashore under its lawful authority, and shall endeavor to use non-lethal management
22 techniques to manage the population of the Drakes Beach herd.

23 **C. Effective Date and Termination Date**

24 11. This Agreement shall take effect immediately upon entry of an Order by the
25 Court approving this Agreement in its entirety and without any change. If for any reason the District
26 Court does not enter an Order approving this Agreement in its entirety and without any change, the
27 obligations set forth in this Agreement shall become null and void. If the Court does not approve this
28 Agreement in its entirety and without any change, then the Parties will meet and confer as soon as

1 possible to discuss a potential resolution of the Court's concerns; if they cannot reach agreement on
2 their own within three weeks' time (or longer upon agreement of the Parties), the Parties agree to
3 jointly request the assistance of Judge Ryu or, if she is unavailable, the assistance of another court-
4 appointed mediator. This Agreement shall terminate one year after the issuance of the Record of
5 Decision as provided for herein.

6 **D. Dismissal of Claims; Release and Reservation of Rights**

7 12. Pursuant to Federal Rule of Civil Procedure 41(a)(2), the Second and Third
8 Claims of Plaintiffs' First Amended Complaint are dismissed *with prejudice* by the Court effective
9 immediately upon entry of an Order by the Court approving this Agreement. Such dismissal shall not
10 be deemed *res judicata* or otherwise be deemed to preclude or bar such claims as to other leases or
11 authorizations not listed in Plaintiffs' First Amended Complaint, except that Plaintiffs shall not assert
12 claims against other ranching leases or authorizations that are currently in effect and held by any
13 Rancher within the north district of the Golden Gate National Recreation Area who signs this
14 Agreement, and nothing herein shall be deemed to preclude claims by Plaintiffs for breach of this
15 Agreement as it relates to the Interim Leases.

16 13. Pursuant to Federal Rule of Civil Procedure 41(a)(2), the First Claim of
17 Plaintiffs' First Amended Complaint is dismissed *without prejudice* by the Court effective
18 immediately upon entry of an Order by the Court approving this Agreement. Following the date for
19 issuance of the Record of Decision for the GMP Amendment/EIS as provided in this Agreement,
20 Plaintiffs may reinstate their First Claim, *provided* that, in the event Plaintiffs seek to reinstate their
21 First Claim, Plaintiffs waive, relinquish, and shall not assert (1) any arguments or claims that the GMP
22 Amendment/EIS is illegal because it is only a partial amendment to the GMP, and (2) any arguments
23 or claims that NPS has acted illegally by, prior to fully revising the entire GMP, issuing the GMP
24 Amendment/EIS to address the future management of lands currently leased for ranching, the
25 management of ranching operations, and tule elk management on lands currently leased for ranching.
26 Nothing in this Agreement shall otherwise be deemed to alter, abridge, amend, or affect the scope of
27 Plaintiffs' First Claim in their First Amended Complaint, which only challenges NPS's alleged failure
28 to revise its GMP.

1 14. Nothing in this Agreement constitutes a waiver of any defense to claims brought
2 by Plaintiffs or that might be brought by Plaintiffs; Defendants, the Rossotti Ranchers, the Lunny
3 Ranchers, the PRSRA and the County of Marin specifically reserve the right to raise all applicable
4 defenses to any claim Plaintiffs may bring or reinstate.

5
6 15. The Lunny Ranchers agree to dismiss their Ninth Circuit Appeal No. 16-17027
7 upon the Court's approval of this Agreement.

8 **E. Parties to the Agreement**

9 16. This Agreement is not intended to confer, and shall not be interpreted in a
10 manner so as to confer, substantive or procedural rights or benefits on persons or entities that are not
11 Parties as defined under this Agreement, or to create intended or expected third party status on any
12 such non-Party.

13 **F. Dispute Resolution, Enforceability, and Modification**

14 17. The Court shall retain jurisdiction for the sole purpose of resolving disputes that
15 may arise concerning the performance or alleged non-performance of this Agreement. The Court's
16 jurisdiction shall terminate one year after the issuance of the Record of Decision, unless the Parties
17 have notified the Court of a dispute regarding compliance with this Agreement and that dispute
18 remains pending before this Court, in which case the Court's jurisdiction shall continue until the
19 dispute is finally resolved in accordance with the dispute resolution provisions set forth herein. *See*
20 *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994).

21 18. In the event of a dispute arising out of the performance or alleged non-
22 performance of this Agreement, or a proposed modification of the Agreement as provided in
23 Paragraph 20, or any other dispute related to this Agreement while it is in effect, the Parties agree to
24 notify all other Parties when a dispute or concern arises and request an opportunity promptly to discuss
25 the disputed issues or concerns. All Parties shall first make a good faith, concerted effort to resolve
26 the dispute or concern through direct negotiations within five business days, or thereafter with the
27 assistance of Judge Ryu or another court-appointed magistrate judge. If the Parties are unable to
28 resolve the dispute within 45 days of the receipt of the notice of the dispute or concern or such longer

1 time to which they agree, any party may seek relief in court. The Parties' remedy for any breach of
2 this Agreement by the Defendants or any other Party shall be limited to a motion for declaratory or
3 injunctive relief to enforce the terms of this Agreement, except that Plaintiffs may seek an award of
4 attorneys' fees and costs from Defendants as provided under existing law related to such a motion. In
5 the event of a breach of any court order granting a motion against Defendants or any other Party to
6 enforce the terms of this Agreement, any Party may seek enforcement of such court order, but may not
7 seek criminal or monetary sanctions from Defendants as a remedy for a breach of such a court order,
8 except that Plaintiffs may seek an award of attorneys' fees and costs against Defendants as provided
9 under existing law related to such an enforcement action. If Plaintiffs initiate a proceeding to enforce
10 this Agreement and Defendants still fail to comply with any resulting Court order requiring
11 Defendants' compliance with this Agreement, Plaintiffs may elect to move the court to declare this
12 Agreement null and void and, if the Court grants that motion, Plaintiffs may reinstate without
13 limitation all Claims in their Amended Complaint and bring any other claims that they may have.

14 19. Notwithstanding the terms of Paragraph 18, any Party may seek interim
15 injunctive or declaratory relief from the Court to avoid immediate, irreparable harm and maintain the
16 status quo pending such resolution efforts, but before seeking such relief from the Court must first
17 notify all other Parties of the disputed issue or concern and request an opportunity promptly to discuss
18 the disputed issues or concerns. Before seeking interim injunctive or declaratory relief from the Court,
19 all Parties shall first make a good faith, concerted effort to resolve the dispute or concern through
20 direct negotiations within five business days. A motion seeking interim relief from the Court pursuant
21 to this Paragraph shall not seek to hold any Party in contempt of court. If the Court grants a request
22 for interim injunctive relief, then NPS may seek relief from any deadlines under this Agreement
23 commensurate with the length of any such injunction through mutual agreement with the Parties, or
24 pursuant to the process outlined in Paragraphs 17 and 18.

25 20. The Parties reserve the right to modify this Agreement upon mutually agreeable
26 terms to address circumstances not presently anticipated, including any force majeure event as
27 described in Paragraph 22. Any modification of this Agreement shall be made in writing and
28 approved by the Parties. Court approval of any such written modification shall not be required.

1 **G. Fees and Costs**

2 21. Defendants and Intervenors agree to bear their own fees and costs associated
3 with the above-captioned litigation. Plaintiffs reserve the right to seek an award against NPS for
4 reasonable attorneys' fees and costs incurred in connection with this lawsuit, except that Plaintiffs and
5 Keker & Van Nest LLP waive any right to fees incurred, charged, or otherwise assessed by Keker &
6 Van Nest LLP to the date of entry of an Order by the Court approving this Agreement. In the event
7 that Plaintiffs seek fees and costs against NPS, they shall not seek fees for any work done by any
8 current or former employee of the Keker & Van Nest firm, including, but not limited to, any attorney,
9 paralegal, legal assistant, or other support staff, except that Plaintiffs do not waive their right to seek a
10 fees and costs award for work done on this case by Laird Lucas in his capacity as Executive Director
11 of Advocates for the West. The Plaintiffs and NPS shall attempt promptly to reach agreement as to
12 Plaintiffs' entitlement to any other fees and costs recovery and the appropriate amount of such
13 recovery. If Plaintiffs and NPS are unable to reach agreement, they agree to seek the assistance of
14 Judge Ryu or another court-appointed magistrate judge. If an agreement cannot be reached after good-
15 faith efforts and mediation, Plaintiffs may then file a motion with the Court for such recovery. By
16 entering this Agreement, NPS preserves, and does not waive, any arguments, claims, defenses, or right
17 to contest entitlement to or the amount of fees or costs claimed by Plaintiffs.

18 **H. Force Majeure Event**

19 22. A "force majeure event" means an event beyond the reasonable control of NPS
20 that prevents NPS from fulfilling any obligation required by this Agreement despite the exercise of
21 due diligence. Such events may include natural disasters, war, strikes, court order, or legal
22 prohibitions. The term "due diligence" as used herein means, to the extent reasonably possible, taking
23 steps to prevent the force majeure event from occurring, or to minimize the extent of the force majeure
24 event's interference with NPS's performance of any affected obligations under this Agreement.
25 Except as provided by Paragraph 23 of the Agreement, NPS shall not take actions directly or indirectly
26 to encourage, cause, or instigate a force majeure event. If a force majeure event materially delays or
27 prevents Defendants from complying with the Planning Commitments set forth in Section A of this
28 Agreement, Plaintiffs may institute the process outlined in Paragraphs 17, 18 and 19, and, if direct

1 negotiation and mediation is unsuccessful, move the Court to void this Agreement and reinstate their
2 claims, provided however that the Defendants' delay in performance, or non-performance, of an
3 obligation required by this Agreement caused by a force majeure event is not a failure to comply with
4 the terms of this Agreement so long as NPS complies with the following in the event of a force
5 majeure event:

6 a. NPS shall notify all Parties in writing within ten days of the onset of the
7 claimed force majeure event, and to the extent then known by NPS, of the nature and expected
8 duration of such event, its actual or anticipated interference with NPS's performance of any affected
9 obligations under this Agreement, and a description of the steps taken or proposed to be taken to
10 prevent or minimize the force majeure event's interference with NPS's performance of any affected
11 obligations under this Agreement;

12 b. NPS shall provide periodic written notification to all Parties of NPS's
13 efforts to address and resolve a force majeure event; and

14 c. If any Party disputes NPS's claim of a force majeure event, or the
15 adequacy of NPS's efforts to address and resolve such event, all Parties shall comply with the Dispute
16 Resolution Process specified in Paragraphs 17, 18, and 19.

17 **I. Authority, Execution, and General Terms of Agreement**

18 23. Nothing in this Agreement is intended or shall be construed to affect or limit the
19 authority or obligation of the NPS to fulfill its constitutional, statutory, and regulatory responsibilities
20 or comply with any judicial decision. Nothing in this Agreement shall be deemed to limit the
21 authority of the executive branch of the United States to make recommendations to Congress on any
22 particular proposed legislation. Nothing in this Agreement is intended or shall be construed to deprive
23 any public official of the authority to revise, amend, or promulgate regulations.

24 24. Except as specifically provided for herein, all Ranchers who desire Interim
25 Leases shall become Parties to this Agreement by signing it and, upon execution, each Party shall have
26 the right to enforce the provisions of this Agreement as provided for herein. The County of Marin
27 shall become a Party to this Agreement and, upon execution by authorized County officials, the
28 County of Marin shall have the right to enforce its provisions as provided for herein.

1 25. The Parties acknowledge and agree that the terms of this Agreement ensure the
2 following material consideration on behalf of each Party:

3 (a) Plaintiffs' dismissal of their claims, and their agreement to the GMP Amendment/EIS
4 process described herein and issuance (and assignment) of any Interim Leases, as described herein;

5 (b) Defendants' commitment to prepare and issue the GMP Amendment/EIS described herein,
6 and issue any Interim Leases (including assignments of such leases to family members) which may be
7 appropriate;

8 (c) The Ranchers' and the PRSRA's agreement to the GMP Amendment/EIS process
9 described herein, and commitment to uphold the terms of this Agreement.

10 The Parties acknowledge and agree this Agreement benefits the public and the Parties by prescribing a
11 comprehensive public planning process that, through the investment of substantial public funds and
12 personnel resources, will address issues and concerns that are important to the public and the Parties.

13 The Parties further acknowledge and agree that this Agreement significantly benefits the Ranchers by
14 resolving uncertainty stemming from this litigation, their current one-year authorizations, and their
15 inability to assign those authorizations to family members. For these reasons, the Parties acknowledge
16 and agree that the durability and successful implementation of this Agreement is in their mutual
17 interest, as well as that of the public. The Parties therefore enter into this Agreement in good faith and
18 commit to an ongoing obligation to comply with its terms and safeguard its integrity. Thus, the
19 Ranchers, County of Marin, the PRSRA, and Plaintiffs agree not take any action that would nullify or
20 void this Agreement or interfere with NPS's timely fulfillment of its obligations set forth herein.

21 26. Nothing in this Agreement shall be deemed to limit any Party from petitioning
22 or making recommendations to Congress on any particular proposed legislation governing Point
23 Reyes, the north District of the GGNRA, or legislation of broader applicability involving public lands,
24 the environment, or natural resources, except as provided and enumerated below. Nothing in this
25 Agreement is intended or shall be construed to deprive any Party from petitioning any administrative
26 agency to revise, amend, or promulgate regulations governing Point Reyes, the north District of the
27 GGNRA, or other public lands, except as provided and enumerated below. The Ranchers, County of
28 Marin, PRSRA, and Plaintiffs agree that they will not, prior to approval of the Record of Decision,

1 exercise their rights to petition to: (1) amend the Interim Leases as defined by the Settlement
2 Agreement; (2) change the existing acreage for dairying and ranching under the Interim Leases; (3)
3 change the existing uses allowed under the Interim Leases, or (4) change during the Interim Period the
4 terms agreed to in Paragraph 4 herein. The Ranchers, the County of Marin, the PRSRA, and Plaintiffs
5 agree that they will not, prior to approval of the Record of Decision, exercise their rights to petition to
6 preclude NPS from timely preparing and completing a GMP Amendment/EIS that, at a minimum,
7 addresses the lands currently leased for ranching in Point Reyes and in the north district of the Golden
8 Gate National Recreation area.

9 27. Defendants have represented to the Plaintiffs that funds are currently available
10 through the NPS budget for Fiscal Year 2017 for planning and compliance work in support of the
11 GMP Amendment/EIS and Record of Decision as described herein, provided however that nothing in
12 this Agreement shall be interpreted as, or shall constitute, a commitment or requirement that NPS
13 obligate or pay funds, or take any other actions in contravention of the Anti-Deficiency Act, 31 U.S.C.
14 § 1341 or any other applicable law. To the extent that the expenditure or advance of any money or the
15 performance of any obligation of the United States under this Agreement requires a further
16 appropriation of funds by Congress, the expenditure, advance, or performance shall be contingent
17 upon the appropriation of funds by Congress that are available for this purpose and the apportionment
18 of such funds by the Office of Management and Budget. No breach of this Agreement shall result and
19 no liability shall accrue to the United States in the event that further funds are not appropriated or
20 apportioned. In the event NPS does not receive appropriated funds sufficient to meet its obligations
21 under this Agreement, NPS shall notify all Parties as provided for herein within fourteen days of
22 determining it has insufficient funds. Upon NPS's notification, the Parties agree to discuss the impact
23 of any lack of funds and make a good faith, concerted effort to resolve concerns regarding any
24 potential impact on this Agreement through direct negotiations. If the Parties are unable to reach an
25 agreement on a mutually acceptable path forward within 21 days of the receipt of the notice under this
26 paragraph, or such shorter time to which they agree upon, then the Parties agree to jointly request the
27 assistance of Judge Ryu or another court-appointed magistrate judge. If, after good-faith efforts,
28 mediation is unsuccessful, then any Party may elect to move the Court to declare this Agreement null

1 and void. If the Court grants that motion, Plaintiffs may reinstate without limitation all Claims in their
2 Amended Complaint and bring any other claims that they may have. Any Party signing this
3 Agreement may file a motion to intervene.

4 28. The Parties execute this Agreement solely for the purpose of compromising and
5 settling this litigation and nothing herein shall be admitted as a precedent in any proceeding except any
6 proceeding related to the enforcement of this Agreement. This Agreement is not, and shall not be
7 construed as, an admission against interest or of wrongdoing or liability, by any of the Parties with
8 respect to any fact or issue involved in any pending or future litigation.

9 29. This Agreement was negotiated between the Parties in good faith and was
10 jointly drafted by the Parties. Accordingly, the Parties hereby agree that any and all rules of
11 construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in
12 any dispute concerning the terms, meaning, or interpretation of this Agreement.

13 30. This Agreement represents the entirety of the Parties' commitments with regard
14 to settlement. There are no representations, agreements, or understandings relating to this settlement
15 other than those expressly contained in this Agreement.

16 31. The paragraph headings in this Agreement are for the convenience of the
17 Parties and the Court and are not intended to be given any substantive effect in interpreting this
18 Agreement.

19 32. This Agreement may be executed in counterparts. All executed counterparts
20 shall constitute one Agreement, and each counterpart shall be deemed an original.

21 33. All negotiations leading up to this Agreement, and any further negotiations
22 related to this Agreement, are and will remain confidential, even after this expiration of this
23 Agreement, subject to the terms and conditions of the Stipulated Confidentiality Order entered by the
24 Court on September 19, 2016 (ECF No. 109).

25 34. Each Party certifies that each person listed below signing for that Party is fully
26 authorized to agree to the terms and conditions of this Agreement and to legally bind such Parties to it.
27 This Agreement shall apply to and be binding upon each of the Parties including, but not limited to,
28 their officers, directors, employees, and successors-in-interest. The County of Marin represents that

1 the Marin County Board of Supervisors has reviewed and approved this Settlement Agreement prior to
2 its execution. PRSRA represents that its members have reviewed and approved this Settlement
3 Agreement prior to its execution.

4 **J. Notice**

5 35. For any provision of this Settlement Agreement that requires notice to be
6 provided to any Party, notice shall be made to counsel for the Party by hard copy and electronic mail
7 at the following addresses (with the exception of PRSRA, which shall be given notice directly rather
8 than through counsel as set forth below):

9 For Federal Defendants National Park Service and Cicely Muldoon in her official
10 capacity as Superintendent of Point Reyes National Seashore:

11 JOSEPH T. MATHEWS
12 Trial Attorney, U.S. Department of Justice
13 Environment and Natural Resources Division
14 Natural Resources Section
15 P.O. Box 7611
16 Ben Franklin Station
17 Washington, DC 20044-7611
18 Telephone: (202) 305-0432
19 Facsimile: (202) 305-0506
20 Email: joseph.mathews@usdoj.gov

21 MICHAEL T. PYLE
22 Assistant United States Attorney
23 150 Almaden Boulevard, Suite 900
24 San Jose, California 95113
25 Telephone: (408) 535-5087
26 Facsimile: (408) 535-5081
27 Email: michael.t.pyle@usdoj.gov

28 For Plaintiffs Resource Renewal Institute, Center for Biological Diversity, and
Western Watersheds Project:

JEFFREY R. CHANIN
jchanin@keker.com
DAVID W. RIZK
drizk@keker.com
KEKER, VAN NEST & PETERS, LLP
633 Battery Street
San Francisco, CA 94111-1809
Telephone: 415 391 5400
Facsimile: 415 397 7188

LAURENCE (“LAIRD”) J. LUCAS

1 llucas@advocateswest.org
ELIZABETH H. POTTER
2 epotter@advocateswest.org
ADVOCATES FOR THE WEST
3 P.O. Box 1612, Boise, ID 83701
Telephone: 208 342 7024
4 Facsimile: 208 342 8286

5 For JULIE EVANS ROSSOTTI, DAVID EVANS, DAN and DOLORES
6 EVANS, ROBERT MCCLURE, TIM, TOM, and MIKE KEHOE, NICHOLA,
7 ERNIE, and ERNEST SPALETTA, JR., BETTY NUNES, WILLIAM and
8 NICOLETTE NIMAN, LINDA and JARROD MENDOZA, JOLYNN and
9 ROBERT MCCLELLAND, and ROBERT GIACOMINI:

10 Peter Obstler
Brown George Ross LLP
101 California Street (Suite 1225)
San Francisco CA 94111
Office: [\(415\) 391-7100](tel:4153917100)
11 Fax: [\(415\) 391-7198](tel:4153917198)
Email: pobstler@bgrfirm.com

12 HARRIS SHERMAN
13 harris.sherman@apks.com
ARNOLD & PORTER KAYE SCHOLER LLP
14 370 Seventeenth Street, Suite 4400
Denver, CO 80202-1370
15 Tel: 303.863.2347
Fax: 303.832.0428

16 For KEVIN and NANCY LUNNY; RICHARD and JACKIE GROSSI; TED and
17 RHEA MCISAAC; GINO LUCCHESI, JR., and CLAYTON LUCCHESI; MIKE
18 and MORGAN GIAMONNA; RICHARD GALLAGHER; RALPH
GIACOMINI, JR., and LUKE GIACOMINI; FRED and GINNY ROGERS;
19 LOUIS and WYATT ZANARDI; and PAULETTE PERCY:

20 CAROLINE LOBDELL
SCOTT W. HORNGREN
Western Resources Legal Center
21 9220 SW Barbur Blvd., Suite 327
Portland, Oregon 97219
22 Telephone: (503) 768-8500
Facsimile: (503) 222-3255
23 Email: clobdell@wrlegal.org
shorngren@wrlegal.org

24 For the POINT REYES SEASHORE RANCHERS ASSOCIATION:

25 15020 Sir Francis Drake Blvd.
26 Inverness, CA 94937

27 For COUNTY OF MARIN:

28 BRIAN E. WASHINGTON, SBN 146807
COUNTY COUNSEL

Office of the County Counsel, County of Marin
3501 Civic Center Drive, Room 275
San Rafael, CA 94903
Tel.: (415) 473-6117
Fax: (415) 473-3796
bwashington@marincounty.org

Upon written notice to the other Parties, any Party may designate a successor contact person for any matter relating to this Agreement.

WHEREFORE, after reviewing the terms and conditions of this Agreement, the Parties hereby consent and agree to the terms and conditions of this Agreement.

Dated: March 3, 2017

By: *Deborah P. Moskowitz*
RESOURCE RENEWAL INSTITUTE

Dated: _____

By: _____
CENTER FOR BIOLOGICAL DIVERSITY

Dated: _____

By: _____
WESTERN WATERSHEDS PROJECT

Dated: _____

By: _____
LAURA E. JOSS, REGIONAL DIRECTOR,
PACIFIC WEST REGION, NATIONAL
PARK SERVICE for Defendants
NATIONAL PARK SERVICE AND
CICELY MULDOON, in her official
capacity as SUPERINTENDENT OF
POINT REYES NATIONAL SEASHORE

Dated: _____

By: _____
COUNTY OF MARIN

Dated: _____

By: _____
JULIE EVANS ROSSOTTI

BRIAN E. WASHINGTON, SBN 146807
COUNTY COUNSEL
Office of the County Counsel, County of Marin
3501 Civic Center Drive, Room 275
San Rafael, CA 94903
Tel.: (415) 473-6117
Fax: (415) 473-3796
bwashington@marincounty.org

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WHEREFORE, after reviewing the terms and conditions of this Agreement, the Parties hereby consent and agree to the terms and conditions of this Agreement.

Dated: _____

By: _____
RESOURCE RENEWAL INSTITUTE

Dated: 3/4/17

By: 
CENTER FOR BIOLOGICAL DIVERSITY

Dated: _____

By: _____
WESTERN WATERSHEDS PROJECT

Dated: _____

By: _____
LAURA E. JOSS, REGIONAL DIRECTOR,
PACIFIC WEST REGION, NATIONAL
PARK SERVICE for Defendants
NATIONAL PARK SERVICE AND
CICELY MULDOON, in her official
capacity as SUPERINTENDENT OF
POINT REYES NATIONAL SEASHORE

Dated: _____

By: _____
COUNTY OF MARIN

Dated: _____

By: _____

Office of the County Counsel, County of Marin
3501 Civic Center Drive, Room 275
San Rafael, CA 94903
Tel.: (415) 473-6117
Fax: (415) 473-3796
bwashington@marincounty.org

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WHEREFORE, after reviewing the terms and conditions of this Agreement, the Parties hereby consent and agree to the terms and conditions of this Agreement.

Dated: _____

By: _____
RESOURCE RENEWAL INSTITUTE

Dated: _____

By: _____
CENTER FOR BIOLOGICAL DIVERSITY

Dated: March 6, 2017

By:  _____
WESTERN WATERSHEDS PROJECT

Dated: _____

By: _____
LAURA E. JOSS, REGIONAL DIRECTOR,
PACIFIC WEST REGION, NATIONAL
PARK SERVICE for Defendants
NATIONAL PARK SERVICE AND
CICELY MULDOON, in her official
capacity as SUPERINTENDENT OF
POINT REYES NATIONAL SEASHORE

Dated: _____

By: _____
COUNTY OF MARIN

Dated: _____

By: _____
JULIE EVANS ROSSOTTI

Office of the County Counsel, County of Marin
3501 Civic Center Drive, Room 275
San Rafael, CA 94903
Tel.: (415) 473-6117
Fax: (415) 473-3796
bwashington@marincounty.org

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WHEREFORE, after reviewing the terms and conditions of this Agreement, the Parties hereby consent and agree to the terms and conditions of this Agreement.

Dated: _____ By: _____
RESOURCE RENEWAL INSTITUTE

Dated: _____ By: _____
CENTER FOR BIOLOGICAL DIVERSITY

Dated: _____ By: _____
WESTERN WATERSHEDS PROJECT

Dated: 6/28/17 By: Laura E. Joss
LAURA E. JOSS, REGIONAL DIRECTOR,
PACIFIC WEST REGION, NATIONAL
PARK SERVICE for Defendants
NATIONAL PARK SERVICE AND
CICELY MULDOON, in her official
capacity as SUPERINTENDENT OF
POINT REYES NATIONAL SEASHORE

Dated: _____ By: _____
COUNTY OF MARIN

Dated: _____ By: _____
JULIE EVANS ROSSOTTI

Office of the County Counsel, County of Marin
3501 Civic Center Drive, Room 275
San Rafael, CA 94903
Tel.: (415) 473-6117
Fax: (415) 473-3796
bwashington@marincounty.org

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WHEREFORE, after reviewing the terms and conditions of this Agreement, the Parties hereby consent and agree to the terms and conditions of this Agreement.

Dated: _____

By: _____
RESOURCE RENEWAL INSTITUTE

Dated: _____

By: _____
CENTER FOR BIOLOGICAL DIVERSITY

Dated: _____

By: _____
WESTERN WATERSHEDS PROJECT

Dated: _____

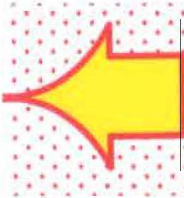
By: _____
LAURA E. JOSS, REGIONAL DIRECTOR,
PACIFIC WEST REGION, NATIONAL
PARK SERVICE for Defendants
NATIONAL PARK SERVICE AND
CICELY MULDOON, in her official
capacity as SUPERINTENDENT OF
POINT REYES NATIONAL SEASHORE

Dated: 7.5.17

By: *Julie Arnold*
COUNTY OF MARIN

Dated: 2-27-17

By: *Julie Evans Rossotti*
JULIE EVANS ROSSOTTI



Office of the County Counsel, County of Marin
3501 Civic Center Drive, Room 275
San Rafael, CA 94903
Tel.: (415) 473-6117
Fax: (415) 473-3796
bwashington@marincounty.org

Upon written notice to the other Parties, any Party may designate a successor contact person for any matter relating to this Agreement.

WHEREFORE, after reviewing the terms and conditions of this Agreement, the Parties hereby consent and agree to the terms and conditions of this Agreement.

Dated: _____ By: RESOURCE RENEWAL INSTITUTE

Dated: _____ By: CENTER FOR BIOLOGICAL DIVERSITY

Dated: _____ By: WESTERN WATERSHEDS PROJECT

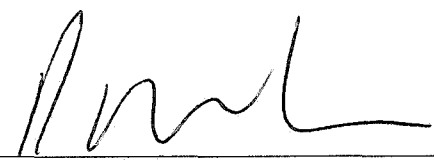
Dated: _____ By: LAURA E. JOSS, REGIONAL DIRECTOR,
PACIFIC WEST REGION, NATIONAL
PARK SERVICE for Defendants
NATIONAL PARK SERVICE AND
CICELY MULDOON, in her official
capacity as SUPERINTENDENT OF
POINT REYES NATIONAL SEASHORE

Dated: _____ By: COUNTY OF MARIN

Dated: 2-27-17 By: *Julie Evans Rossotti*
JULIE EVANS ROSSOTTI

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Dated: 3-2-17

By: 
DAVID EVANS

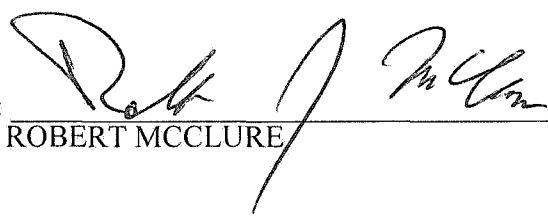
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By: _____
DAN EVANS

Dated: _____

By: _____
DOLORES EVANS

Dated: 3-2-17

By: 
ROBERT MCCLURE

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By: _____
TIM KEHOE

Dated: _____

By: _____
TOM KEHOE

Dated: _____

By: _____
MIKE KEHOE

Dated: _____


By: _____
NICHOLA SPALETTA

Dated: _____

By: _____
ERNIE SPALETTA

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Dated: 3-2-17

By: 
DAVID EVANS

Dated: _____

By: _____
DAN EVANS

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DOLORES EVANS

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By: _____
ROBERT MCCLURE

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By: _____
TIM KEHOE

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TOM KEHOE

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By: _____
MIKE KEHOE

Dated: 3-2-17

By: 
NICHOLA SPALETTA

Dated: 3-2-17

By: 
ERNIE SPALETTA

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Dated: _____

By: _____
DAVID EVANS

Dated: _____

By: _____
DAN EVANS

Dated: _____

By: _____
DOLORES EVANS

Dated: _____

By: _____
ROBERT MCCLURE

Dated: 2/28/17

By: Tim Kehoe
TIM KEHOE

Dated: 2/28/2017

By: Thomas A Kehoe
TOM KEHOE

Dated: 2/28/2017

By: Mike Kehoe
MIKE KEHOE

Dated: _____

By: _____
NICHOLA SPALETTA

Dated: _____

By: _____
ERNIE SPALETTA

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Dated: _____

By: _____
DAVID EVANS

Dated: 2-27-17

By: 
DAN EVANS

Dated: 2-27-17

By: 
DOLORES EVANS

Dated: _____

By: _____
ROBERT MCCLURE

Dated: _____

By: _____
TIM KEHOE

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By: _____
TOM KEHOE

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By: _____
MIKE KEHOE

Dated: _____

By: _____
NICHOLA SPALETTA

Dated: _____

By: _____
ERNIE SPALETTA

1 Dated: 3-2-17

By: 
ERNEST SPALETTA, JR.

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By: 
BETTY NUNES

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By: _____
WILLIAM NIMAN

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By: _____
NICOLETTE NIMAN

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By: _____
LINDA MENDOZA

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By: 
JARROD MENDOZA

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19 Dated: 3/2/17

By: 
JOLYNN MCCLELLAND

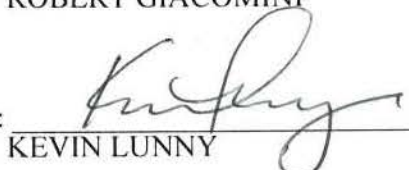
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By: _____
ROBERT MCCLELLAND

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By: _____
ROBERT GIACOMINI

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28 Dated: 3/2/2017

By: 
KEVIN LUNNY

1 Dated: _____

By: _____
ERNEST SPALETTA, JR.

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4 Dated: _____

By: _____
BETTY NUNES

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7 Dated: March 3, 2017

By: William Niman
WILLIAM NIMAN

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10 Dated: March 3, 2017

By: Nicolette Niman
NICOLETTE NIMAN

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By: _____
LINDA MENDOZA

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JARROD MENDOZA

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JOLYNN MCCLELLAND

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By: _____
ROBERT MCCLELLAND

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By: _____
ROBERT GIACOMINI

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By: _____
KEVIN LUNNY

1 Dated: _____

By: _____
ERNEST SPALETTA, JR.

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By: _____
BETTY NUNES

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WILLIAM NIMAN

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NICOLETTE NIMAN

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LINDA MENDOZA

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By: _____
JARROD MENDOZA

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By: _____
JOLYNN MCCLELLAND

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By: _____
ROBERT MCCLELLAND

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25 Dated: 2-28-17

By: 
ROBERT GIACOMINI

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By: _____
KEVIN LUNNY

1 Dated: _____

By: _____
ERNEST SPALETTA, JR.

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By: _____
BETTY NUNES

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7 Dated: _____

By: _____
WILLIAM NIMAN

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10 Dated: _____

By: _____
NICOLETTE NIMAN

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13 Dated: 3-2-2017

By: 
LINDA MENDOZA

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16 Dated: _____

By: _____
JARROD MENDOZA

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19 Dated: 3/02/17

By: 
JOLYNN MCCLELLAND

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22 Dated: 3/02/17

By: 
ROBERT MCCLELLAND

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25 Dated: _____

By: _____
ROBERT GIACOMINI

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28 Dated: _____

By: _____
KEVIN LUNNY

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Dated: 3/2/2017

By: 
NANCY LUNNY


Dated: 3-2-2017

By: 
RICHARD GROSSI

Dated: 3-2-2017

By: 
JACKIE GROSSI

Dated: 2/2/17

By: 
TED MCISAAC *& conditioned upon the addition of Levi McIsaac to the leases,*

Dated: _____

By: _____
RHEA MCISAAC

Dated: _____

By: _____
GINO LUCCHESI, JR.

Dated: _____

By: _____
CLAYTON LUCCHESI

Dated: 3-2-17

By: 
MIKE GIAMONNA

Dated: _____

By: _____
MORGAN GIAMONNA

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Dated: 3/2/2017

By: *Nancy Lunny*
NANCY LUNNY

Dated: 3-2-2017

By: *Richard Grossi*
RICHARD GROSSI

Dated: 3-2-2017

By: *Jackie Grossi*
JACKIE GROSSI

Dated: 2/2/17

By: *Ted McIsaac*
TED MCISAAC * Conditioned upon the
addition of Levi McIsaac to the leases,

Dated: 7-6-17

By: *Rhea McIsaac*
RHEA MCISAAC * Conditioned upon
the addition of Levi McIsaac to the
leases,



Dated: _____

By: _____
GINO LUCCHESI, JR.

Dated: _____

By: _____
CLAYTON LUCCHESI

Dated: 3-2-17

By: *Mike Giamonna*
MIKE GIAMONNA

Dated: _____

By: _____
MORGAN GIAMONNA

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Dated: _____

By: _____
NANCY LUNNY

Dated: _____

By: _____
RICHARD GROSSI

Dated: _____

By: _____
JACKIE GROSSI

Dated: _____

By: _____
TED MCISAAC

Dated: _____

By: _____
RHEA MCISAAC

Dated: _____

By: _____
GINO LUCCHESI, JR.

Dated: _____

By: _____
CLAYTON LUCCHESI

Dated: _____

By: _____
MIKE GIAMONNA

Dated: 3-8-2017

By: 
MORGAN GIAMONNA

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Dated: _____

By: _____
NANCY LUNNY

Dated: _____

By: _____
RICHARD GROSSI

Dated: _____

By: _____
JACKIE GROSSI


Dated: _____

By: _____
TED MCISAAC

Dated: _____

By: _____
RHEA MCISAAC

Dated: 3-2-2017

By: 
GINO LUCCHESI, JR.

Dated: 3-2-2017

By: 
CLAYTON LUCCHESI

Dated: _____

By: _____
MIKE GIAMONNA

Dated: _____

By: _____
MORGAN GIAMONNA

1 Dated: _____

By: Richard Gallagher
RICHARD GALLAGHER

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3
4 Dated: _____

By: _____
RALPH GIACOMINI, JR.

5
6
7 Dated: 3/2/2017

By: Luke Giacomini
LUKE GIACOMINI

8
9
10 Dated: 3-2-2017

By: Fred Rogers
FRED ROGERS

11
12
13 Dated: 3-2-2017

By: Ginny Rogers
GINNY ROGERS

14
15
16 Dated: 3/2/17

By: Paulette Percy
PAULETTE PERCY

17
18
19 Dated: 3/2/2017

John E. Mitchell, Secretary
By: President
POINT REYES SEASHORE RANCHERS
ASSOCIATION

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21
22
23 KEKER, VAN NEST & PETERS, LLP

24 Dated: _____

By: _____
JEFFREY R. CHANIN
DAVID RIZK

1 Dated: _____

By: _____
RICHARD GALLAGHER

2

3
4 Dated: 3/9/17

By: *Ralph Giacomini, Jr.*
RALPH GIACOMINI, JR.

5

6

7 Dated: _____

By: _____
LUKE GIACOMMINI

8

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10 Dated: _____

By: _____
FRED ROGERS

11

12

13 Dated: _____

By: _____
GINNY ROGERS

14

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16 Dated: _____

By: _____
PAULETTE PERCY

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19 Dated: _____

By: _____
POINT REYES SEASHORE RANCHERS
ASSOCIATION

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26 Dated: _____

By: _____
JEFFREY R. CHANIN
DAVID RIZK

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1 Dated: _____

By: _____
RICHARD GALLAGHER

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4 Dated: _____

By: _____
RALPH GIACOMINI, JR.

5

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7 Dated: _____

By: _____
LUKE GIACOMMINI

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10 Dated: _____

By: _____
FRED ROGERS

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13 Dated: _____

By: _____
GINNY ROGERS

14

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16 Dated: _____

By: _____
PAULETTE PERCY

17

18

19 Dated: _____

By: _____
POINT REYES SEASHORE RANCHERS
ASSOCIATION

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KEKER, VAN NEST & PETERS, LLP

24

Dated: June 29, 2017

By: /s/ Jeffrey R. Chanin

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JEFFREY R. CHANIN
DAVID RIZK

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ADVOCATES FOR THE WEST

Dated: June 28, 2017

By: /s/ Elizabeth H. Potter

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ELIZABETH H. POTTER
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RESOURCE RENEWAL INSTITUTE,
CENTER FOR BIOLOGICAL
DIVERSITY, and WESTERN
WATERSHEDS PROJECT

UNITED STATES DEPARTMENT OF
JUSTICE

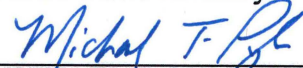
JEFFREY H. WOOD
Acting Assistant Attorney General
Environment & Natural Resources Division

Dated: July 12, 2017

By: 
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Attorneys for Defendants
NATIONAL PARK SERVICE, and
CICELY MULDOON IN HER OFFICIAL
CAPACITY AS SUPERINTENDENT OF
POINT REYES NATIONAL SEASHORE

APPROVED AS TO FORM:



Dated: 3-2-17

By:

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peter.obstler@apks.com
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Dated: 3-2-17

By:



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1 Dated: 2/22/2017

By: _____

BRIAN E. WASHINGTON, SBN 146807
COUNTY COUNSEL
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San Rafael, CA 94903
Tel.: (415) 473-6117
Fax: (415) 473-3796
bwashington@marincounty.org

7 **CERTIFICATION OF CONCURRENCE FROM OTHER PARTIES**

8 I, Elizabeth H. Zultoski, am the ECF user whose ID and password are being used to file this
9 Stipulation. In compliance with N.D. Cal. Civ. L.R. 5-1(i)(3), I hereby attest that each of the
10 signatories has concurred in the filing of this document and has authorized the use of his or her
11 electronic signature.

12
13
14 Dated: _____, 2017

/s/ DRAFT

Elizabeth H. Zultoski

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19 **~~XXXXXX~~ ORDER**

20 PURSUANT TO STIPULATION, IT IS SO ORDERED. July 14, 2017.

21 

22 THE HONORABLE SAUNDRA BROWN ARMSTRONG
23 UNITED STATES DISTRICT JUDGE

1 Dated:

By: _____

2 BRIAN E. WASHINGTON, SBN 146807
3 COUNTY COUNSEL
4 Office of the County Counsel, County of Marin
5 3501 Civic Center Drive, Room 275
6 San Rafael, CA 94903
7 Tel.: (415) 473-6117
8 Fax: (415) 473-3796
9 bwashington@marincounty.org

10 **CERTIFICATION OF CONCURRENCE FROM OTHER PARTIES**

11 I, Joseph T. Mathews, am the ECF user whose ID and password are being used to file this
12 Stipulation. In compliance with N.D. Cal. Civ. L.R. 5-1(i)(3), I hereby attest that each of the
13 signatories has concurred in the filing of this document and has authorized the use of his or her
14 electronic signature.

15 Dated: July 12, 2017

16 /s/ Joseph T. Mathews
17 Joseph T. Mathews

18 **[PROPOSED] ORDER**

19 PURSUANT TO STIPULATION, IT IS SO ORDERED. _____, 2017.

20
21
22 THE HONORABLE SAUNDRA BROWN ARMSTRONG
23 UNITED STATES DISTRICT JUDGE