

SETTLEMENT AGREEMENT

This Settlement Agreement (or “this Agreement”) is entered into by and among the following Parties to this Agreement identified in the first table below and uses the abbreviations and defined terms in the second table below.

Table of Parties to this Agreement

Plaintiffs	Resource Renewal Institute Center for Biological Diversity Western Watersheds Project
NPS	National Park Service
Intervenor Association	Point Reyes Seashore Ranchers Association, which represents, and enters this Agreement on behalf of, the following members (and associated ranches): <u>B Ranch:</u> Jarrod Mendoza Kayla Mendoza Linda Mendoza Jolynn McClelland <u>C Ranch and D Ranch:</u> Ernest Spaletta Nichola Spaletta Ernie Spaletta <u>F Ranch:</u> Tim Gallagher <u>G Ranch:</u> Joe Lunny Kevin Lunny Nancy Lunny Brigid Lunny Patrick Lunny Sean Lunny <u>L Ranch:</u> Jolynn McClelland Robert McClelland Linda Mendoza

	<p><u>M Ranch:</u> Jacqueline Grossi Joyce Arndt</p> <p><u>N Ranch and Home Ranch:</u> Gino Lucchesi Jr. Kathleen Lucchesi Clayton Lucchesi</p> <p><u>E. Gallagher Ranch:</u> Robert Giacomini Lynn Giacomini Stray Diana Giacomini Hagan Jill Giacomini Basch</p> <p><u>McFadden Ranch:</u> Mike Giammona Morgan Giammona</p> <p><u>McIsaac Ranch and Cheda Ranch:</u> Levi McIsaac Courtney Aldridge</p> <p><u>C. Rogers Ranch:</u> Fred Rogers Virginia Rogers</p> <p><u>Zanardi Ranch:</u> Louis Zanardi Wyatt Zanardi</p> <p><u>Percy Ranch:</u> Paulette Percy</p> <p><u>R. Giacomini Ranch:</u> Luke Giacomini Ralph Giacomini Jr.</p>
Departing Ranchers	<p>The following individuals (and associated ranches):</p> <p><u>A Ranch and E Ranch:</u> Betty Nunes Tim Nunes Jackie Nunes-Hemelt (aka Jacqueline Hemelt) William Nunes</p>

B Ranch:

Jarrold Mendoza
Kayla Mendoza
Linda Mendoza
Jolynn McClelland

C Ranch and D Ranch:

Ernest Spaletta
Nichola Spaletta
Ernie Spaletta

F Ranch:

Tim Gallagher

G Ranch:

Joe Lunny
Kevin Lunny
Nancy Lunny
Brigid Lunny
Patrick Lunny
Sean Lunny

H Ranch:

Julie Evans-Rossotti

I Ranch:

Robert J. McClure
Ruth McClure

J Ranch:

Tom Kehoe
Mike Kehoe
Emily Jean Kehoe
Janelle Kehoe
Justin Kehoe
Anne Kehoe
Timothy J. Kehoe Jr.
Tim Kehoe

L Ranch:

Jolynn McClelland
Robert McClelland
Linda Mendoza

	<p><u>M Ranch:</u> Jacqueline Grossi Joyce Arndt</p> <p><u>N Ranch and Home Ranch:</u> Gino Lucchesi Jr. Kathleen Lucchesi Clayton Lucchesi</p>
Remaining Ranchers	<p>The following individuals (and associated ranches):</p> <p><u>E. Gallagher Ranch:</u> Robert Giacomini Lynn Giacomini Stray Diana Giacomini Hagan Jill Giacomini Basch</p> <p><u>McFadden Ranch:</u> Mike Giammona Morgan Giammona</p> <p><u>McIsaac Ranch and Cheda Ranch:</u> Levi McIsaac Courtney Aldridge</p> <p><u>C. Rogers Ranch:</u> Fred Rogers Virginia Rogers</p> <p><u>Zanardi Ranch:</u> Louis Zanardi Wyatt Zanardi</p> <p><u>Percy Ranch:</u> Paulette Percy</p> <p><u>R. Giacomini Ranch:</u> Luke Giacomini Ralph Giacomini Jr.</p> <p>(Remaining Ranchers do not include Non-Party Ranchers, even as they remain operating.)</p>
TNC	The Nature Conservancy, a District of Columbia non-profit corporation and tax-exempt organization qualified as a public charity under Section 501(c)(3) of the United States Internal Revenue Code

Table of Abbreviations and Defined Terms

2021 ROD	NPS' September 13, 2021, record of decision for the GMPA that addressed the management of lands in the GMPA planning area, including lands currently under agricultural Lease within PRNS and the north district of GGNRA
2025 Revised ROD	The revised record of decision that NPS issued prior to this Agreement that rescinds the 2021 ROD and adopts a revised management plan for the same lands within PRNS and the north district of GGNRA that were the subject of the 2021 ROD
this Agreement	Settlement Agreement
day	calendar day; in the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter
Conferring Parties to this Agreement	In the context of paragraph 25 of this Agreement, "Conferring Parties to this Agreement" means the Parties to this Agreement with the exception of (i) Departing Rancher(s) who have already vacated PRNS in compliance with their Departing Rancher Agreements; (ii) Departing Rancher(s) who remain at PRNS and are not the subject of the Final Deficiency Notice at issue, but who (through words or conduct) elect not to participate in the process set forth in paragraph 25 of this Agreement; and (iii) the Remaining Rancher(s) who (through words or conduct) elect not to participate in the process set forth in paragraph 25 of this Agreement
Departing Rancher Agreements	The Payment Agreement, Lease Amendment, and Wind Down Agreement for each respective Departing Rancher
Effective Date of this Agreement	The date when the last of the Parties to this Agreement (expected to be NPS) sign this Agreement
End Date	The default End Date is 620 days after the Effective Date of this Agreement. If, however, all Departing Ranchers have vacated PRNS in compliance with Departing Ranchers Agreements prior to 620 days after the Effective Date of this Agreement, then the End Date shall be the date of such complete vacatur. The Parties to this Agreement may also select a different End Date (which may fall before or after 620 days after the Effective Date of this Agreement) upon written consent of all Parties to this Agreement other than Departing Ranchers who have already vacated PRNS in compliance with their Departing Ranchers Agreements
Final Deficiency Notice	A Force Majeure Deficiency Notice, Cure Deficiency Notice, Revised Deficiency Notice or Second Deficiency Notice, as those terms are defined in the Wind Down Agreement, if a Departing Rancher has not completed its obligations subject to the Wind Down Agreement.
GGNRA	Golden Gate National Recreation Area
GMPA	General Management Plan Amendment

Individual Party Ranchers	Certain individual ranchers who are Parties to the Litigation and Parties to this Agreement (as Departing Ranchers) but who are not members of, or otherwise represented by, Intervenor Association: Julie Evans-Rossotti, Robert J. McClure, Ruth McClure, Tim Kehoe, Tom Kehoe, Mike Kehoe, Emily Jean Kehoe, Janelle Kehoe, Justin Kehoe, Anne Kehoe, Timothy J. Kehoe Jr., Betty Nunes, Tim Nunes, and Jackie Nunes-Hemelt (aka Jacqueline Hemelt)
Lease Amendment	Instrument entered into between NPS and each Departing Rancher which includes (<i>inter alia</i>) a revised lease term and a relinquishment of multi-generational ranching claims and interests
Leases	The agricultural lease/permits and/or special use permits that NPS issued to the Departing Ranchers, the Remaining Ranchers, and the Non-Party Ranchers prior to the 2025 Revised ROD that allowed ranching operations on federally-owned lands at PRNS or the north district of GGNRA
Litigation	<i>Resource Renewal Institute v. NPS</i> , Case No. 3:22-cv-145-MMC (N.D. Cal.)
Long Term Leases	Leases with terms of up to 20 years that the 2021 ROD for the GMPA authorized NPS to issue to the Departing Ranchers, the Remaining Ranchers, and the Non-Party Ranchers
Non-Party Ranchers	The lessees of D. Rogers Ranch (including the K Ranch and AT&T allotments), the Reservation of Use and Occupancy holders of the Niman Ranch, and the lessees of the Commonweal grazing allotment: David Evans, William Niman, and Nicolette Hahn Niman
PRNS	Point Reyes National Seashore
Parties to this Agreement	Plaintiffs, NPS, Intervenor Association, Departing Ranchers, Remaining Ranchers, and TNC (collectively “Parties to this Agreement” with each being a “Party to this Agreement”)
Parties to the Litigation	Plaintiffs, NPS, Intervenor Association, and Individual Party Ranchers
Payment Agreements	Voluntary, private agreements between TNC and each Departing Rancher respectively, whereby TNC agrees to make a compensation payment to each Departing Rancher, in exchange for (<i>inter alia</i>) each Departing Rancher’s “Termination of Lessee Interests,” as defined in such Payment Agreement, and subject to the terms and conditions of such Payment Agreement
Real Property	Federally-owned lands at PRNS where the Departing Ranchers have Leases
TNC/NPS Agreements	A lease option agreement and a cooperative agreement between TNC and NPS following the 2025 Revised ROD for purposes of providing conservation and public benefits consistent with NPS’ and PRNS’ purposes and authority, and in furtherance of TNC’s charitable purposes; and which covers some or up to all the Real Property to be vacated by the Departing Ranchers
Termination of Lessee Interests	Each Departing Rancher’s: (i) vacation of the Real Property within PRNS; (ii) termination of their leasehold interests in same; and (iii) waiver and

	release of all other claims or causes of action which the Departing Rancher may have in relation to the Real Property, PRNS, or the north district of GGNRA, as defined in each Payment Agreement
Wind Down Agreement	Instrument entered into between TNC, NPS, and each Departing Rancher, respectively, which (<i>inter alia</i>) establishes tasks and a schedule for orderly closure and a date by which each Departing Rancher must vacate PRNS

I. INITIAL RECITALS¹

1. On September 13, 2021, NPS issued the 2021 ROD.
2. The 2021 ROD (*inter alia*) authorized NPS to issue Long Term Leases, detailed plans to manage elk herds in the Point Reyes portion of the GMPA planning area, stated that the 2021 ROD would not change the status of the elk fence at Tomales Point (which serves as the northern boundary to the planning area), and stated that NPS would manage the elk at Tomales Point in accordance with applicable plans for that area. *See* 2021 ROD, § 6.6.1, ¶ 1.
3. The 2021 ROD states (*inter alia*): “The selected action authorizes NPS to issue agricultural lease/permits with up to 20-year terms to ranchers who agree to undertake required actions to continue multi-generational ranching operations on approximately 25,500 acres. The lease/permits constitute the overall authorization for ranch families to operate on park lands. They include general terms and conditions as well as commitments and standards for ranching operations.” 2021 ROD at 18.
4. The 2021 succession policy states (*inter alia*): “Future Ranching Lease/Permits: Lessees who receive lease/permits under this policy will be eligible for subsequent lease/permits provided they have complied with the terms of their lease/permit and

¹ All paragraphs in this section of this Agreement represent recitals

ROA, have agreed to undertake actions needed to improve their operations, and have diligently implemented such actions.”

5. On January 10, 2022, Plaintiffs filed a complaint against NPS challenging the 2021 ROD and September 2020 final environmental impact statement, *Resource Renewal Institute v. NPS*, Case No. 3:22-cv-145-MMC (N.D. Cal.) (“Litigation”).
6. Plaintiffs’ complaint seeks to vacate the 2021 ROD, prevent NPS from issuing Long-Term Leases to ranchers, and prevent NPS from using lethal removal to control the population of the Drakes Beach tule elk herd at PRNS. *See also infra* section II of this Agreement (reciting additional excerpts from Plaintiffs’ complaint).
7. On March 21, 2022, NPS filed an answer contesting Plaintiffs’ complaint and their entitlement to any relief.
8. On May 10, 2022, the Court granted the Intervenor Association’s motion to intervene on the defendant side.
9. On June 23, 2022, the Court granted a second motion to intervene on the defendant side that was filed by Individual Party Ranchers.
10. To date, the Court has not issued any substantive rulings in the Litigation. Since 2022, at the request of the Parties to the Litigation, the Court has stayed further proceedings in this case.
11. In 2022, the Parties to the Litigation retained a private mediator, Bradley O’Brien of O’Brien Conflict Resolution.
12. In 2023, TNC, which is not a party to the Litigation, and without making any claims or representations regarding Plaintiffs’ complaint (or any party’s defenses), including the positions, claims, defenses, allegations, or beliefs of any of the Parties to the

Litigation, became involved in the mediation with the consent of the Parties to the Litigation.

13. Mediated discussions included (*inter alia*) those between TNC and Departing Ranchers, and the Parties to this Agreement proposed entering into certain transactions, including (i) TNC's proposing to offer some compensation to the Departing Ranchers in exchange for a Termination of Lessee Interests pursuant to the terms of a Payment Agreement, and (ii) TNC's proposing to enter into TNC/NPS Agreements with NPS, in connection with effecting a resolution to Plaintiffs' complaint for the primary purpose of furthering TNC's charitable mission.

II. RECITALS, WAIVERS, RELEASES, COVENANTS, AND OTHER TERMS PRIMARILY RELATED TO DEPARTING RANCHERS²

14. NPS issued Leases to the Departing Ranchers (as well as the Remaining Ranchers and the Non-Party Ranchers) that allowed ranching operations on federally-owned lands at PRNS (those ranches on federally-owned lands at PRNS are defined as the "Real Property") or the north district of GGNRA. As noted in section I of this Agreement, the 2021 ROD addressed the Departing Ranchers' eligibility for Long Term Leases of the Real Property. Further, the 2021 ROD stated that the NPS "would manage the population level of the Drakes Beach herd in Point Reyes and will continue to take actions to reduce conflicts related to the presence of elk on ranches (e.g., hazing); [and] mitigate elk damage to ranch infrastructure." 2021 ROD at 34. Because the 2021 ROD did not change the status of the Tomales Point elk fence, which restricted free-ranging elk in the Tomales Point area from accessing the Real

² Certain paragraphs in this section of this Agreement (¶¶ 14-24) represent recitals.

- Property on which the Departing Ranchers operate, the Departing Ranchers allege that they understood at the time that the elk fence at Tomales Point would continue to prevent elk from Tomales Point from competing with the forage on the range that feeds Departing Ranchers' cattle.
15. Plaintiffs' complaint in the Litigation challenges the 2021 ROD and September 2020 final environmental impact statement addressing the future management of lands in the GMPA planning area, including the Real Property leased to Departing Ranchers within PRNS.
 16. Plaintiffs' complaint in the Litigation seeks (*inter alia*) for the Court to declare the 2021 ROD unlawful because it "placed protection of historic dairying [ranching] districts on par with or above protection of the natural environment and recreational uses" of PRNS; and for the Court to find that NPS's "determination that ranching should continue ... is arbitrary and capricious" based on NPS's analysis and conclusions in the 2021 ROD and September 2020 final environmental impact statement. Complaint ¶¶ 146, 148.
 17. Plaintiffs' complaint in the Litigation further alleges that "NPS prioritized the commercial needs of ranchers instead of providing maximum protection to the natural environment," Complaint ¶ 1, and that "more than 100 groups representing millions of members and supporters, along with other individuals, demanded NPS adhere to its statutory mandates to protect these lands by phasing out ranching at the National Seashore and GGNRA." *Id.* ¶ 4. Plaintiffs alleged that "NPS improperly rejected a 'no ranching' alternative." *Id.*

18. Plaintiffs' stated requests for relief in the Litigation include "temporary, preliminary and/or permanent injunctive relief, ... including enjoining NPS from approving 20-year leases, new commercial activities, expanded ranching operations, and/or from undertaking new or expanded lethal tule elk control." Complaint at 39.
19. From the Departing Ranchers' perspective, the Litigation seeks to require NPS to emphasize use of pastures by elk over ranching with the expectation that elk numbers would dramatically increase at PRNS to the detriment of ranchers and their cattle.
20. In the summer of 2023, NPS announced a proposal for the management of the elk herd at Tomales Point, including the removal of the elk fence and water systems, and that NPS would allow the Tomales Point elk to be a "free-ranging herd" in PRNS. NPS provided a public scoping comment period.
21. Among other persons, the Intervenor Association submitted comments to NPS, explaining from its perspective that the result of the changes under discussion would be "the functional equivalent of a permanent injunction against grazing by ranchers."
22. On May 6, 2024, the NPS released the Tomales Point Area Plan/Environmental Assessment. Its preferred alternative proposed (*inter alia*) to remove the elk fence at Tomales Point and allow the elk at Tomales Point to become a free-ranging herd in PRNS. On December 2, 2024, the NPS released a Finding of No Significant Impact for the Tomales Point Area Plan/Environmental Assessment in which NPS selected the preferred alternative for implementation. The Finding of No Significant Impact stated that under the preferred alternative, "the existing tule elk enclosure fence will be removed from the Point Reyes peninsula." Finding of No Significant Impact at 3.

23. Prior to this Agreement, the Departing Ranchers notified NPS of their decisions to enter into voluntary, private Payment Agreements with TNC, which include the Termination of Lessee Interests. Although the Payment Agreement between each Departing Rancher and TNC are confidential and have not been reviewed by all Parties to this Agreement (as noted in section VI of this Agreement), the Parties to this Agreement understand that, under the Payment Agreement, TNC's payment to each Departing Rancher is conditioned on the Departing Rancher's Termination of Lessee Interests and compliance with the respective Payment Agreement's terms and conditions.
24. In addition, each Departing Rancher has entered into a Wind Down Agreement with TNC and NPS, and a Lease Amendment with NPS. Separately, TNC and NPS have entered into the TNC/NPS Agreements that will apply to some or all of the Real Property.
25. In the event a Final Deficiency Notice being issued to a Departing Rancher seems reasonably likely to occur, TNC and NPS shall notify Plaintiffs as soon as practicable. Following the Effective Date of this Agreement, and no later than the End Date, TNC or NPS (as relevant) shall promptly notify the Parties to this Agreement if one or more of the Departing Ranchers has been issued a Final Deficiency Notice. (TNC and NPS may elect to serve a joint notice to the Parties to this Agreement or delegate such notice responsibility to one or the other of them.) In that circumstance (i.e., if a Final Deficiency Notice has been issued), the Conferring Parties to this Agreement shall meet and confer promptly (virtually, telephonically, or in person) to work in good faith toward a written consensus with respect to the

Departing Rancher(s) who are the subject of the Final Deficiency Notice(s) (i.e., a new written agreement among relevant Conferring Parties to this Agreement) and, if the Conferring Parties to this Agreement do not reach a written consensus with respect to such Departing Rancher within 30 days of service of the Final Deficiency Notice (or a longer period if the Conferring Parties to this Agreement agree in writing to extend the time), the meet and confer process with respect to that Departing Rancher shall be deemed concluded, and each of the Conferring Parties to this Agreement shall have the right to initiate new litigation before a court of competent jurisdiction, subject to any applicable waiver, release, covenant, or other term set forth in this Agreement, and subject to any defenses available by law. In any such litigation, the Conferring Parties to this Agreement reserve their right to seek any and all remedies available by law, but (i) agree that contempt of Court and damages are not available remedies under this Agreement and (ii) agree not to seek such remedies. No Party to this Agreement who is not a Conferring Party to this Agreement, and no Conferring Party to this Agreement whose rights and obligations are not adversely affected by a proposed consensus among the other Conferring Parties to this Agreement, shall have the ability to initiate new litigation in a court of competent jurisdiction or otherwise seek to or actually prevent the relevant Conferring Parties to this Agreement from reaching and effectuating a written consensus (and thus the relevant Conferring Parties to this Agreement may enter into a new written agreement consistent with their consensus just among themselves and without the consent of any Remaining Rancher or Departing Rancher whose rights and obligations would not be impacted under that new agreement); and (b) during the 30-day (or an agreed-upon

longer) time period when the Conferring Parties to this Agreement are working in good faith toward a written consensus, the Departing Rancher(s) who has been issued a Final Deficiency Notice may remain in occupancy of the premises described in their Lease Amendment, and the Parties to this Agreement shall refrain from challenging in any forum the 2025 Revised ROD, the TNC/NPS Agreements, and the lease/permits issued to the Remaining Ranchers, although this Agreement shall not restrict any Party to this Agreement from intervening or otherwise formally participating in any litigation filed by third parties that seek to challenge the 2025 Revised ROD, the TNC/NPS Agreements, the Departing Rancher Agreements, and the lease/permits issued to the Remaining Ranchers, so long as such Party to this Litigation does not challenge or support a challenge to the 2025 Revised ROD, the TNC/NPS Agreements, the Departing Rancher Agreements, and the lease/permits issued to the Remaining Ranchers.

26. TNC or NPS (as relevant) shall serve a joint notice of satisfaction to the Parties to this Agreement if and promptly after each Departing Rancher has completed all obligations under the Departing Rancher Agreements. (TNC and NPS may elect to delegate responsibility for the joint notice to one or the other of them.)
27. Effective upon the date when a Departing Rancher has completed all obligations under the Departing Rancher Agreements, and except as stated in paragraphs 29 and 30 of this Agreement, such Departing Rancher waives, releases, and covenants not to sue NPS (including any former or current NPS official or employee acting within the scope of employment) or (with respect to clauses (c) and (d) below) TNC (or any former or current TNC officer, director, or employee acting within the scope of

employment) in any administrative or judicial forum on any and all claims, causes of action, obligations, and/or liabilities of any kind or nature whatsoever, whether known or unknown, regardless of legal theory, for any damages or any equitable or specific relief, that are based on any alleged harms or violations occurring before the date of such notice of satisfaction that relate to: (a) NPS' management, oversight, or administration of PRNS or the north district of GGNRA, including but not limited to the Real Property or Leases upon which that Departing Rancher operated; (b) any expired Leases or other authorizations prior to the 2025 Revised ROD³ for ranching operations and related activities within PRNS or the north district of GGNRA; (c) the TNC/NPS Agreements; or (d) the validity of the 2025 Revised ROD or NPS' future management or leasing of lands within the GMPA planning area under the 2025 Revised ROD.

28. Effective upon the date when a Departing Rancher has completed all obligations under the Departing Rancher Agreements, and except as stated in paragraphs 29 and 30 of this Agreement, NPS waives, releases, and covenants not to sue such Departing Rancher (or any former or current employee of that Departing Rancher acting within the scope of employment, provided that such employee has vacated the Real Property) in any administrative or judicial forum on any and all claims, causes of action, obligations, and/or liabilities of any kind or nature whatsoever, whether known or unknown, regardless of legal theory, for any damages or any equitable or specific relief, that are based on any alleged harms or violations occurring before the date of such notice of satisfaction that relate to the Real Property or Leases upon

³ See also section III of this Agreement (recitals describing the 2025 Revised ROD).

- which that Departing Rancher operated or any expired Leases or other authorizations issued to that Departing Rancher prior to the 2025 Revised ROD for ranching operations and related activities within PRNS or the north district of GGNRA.
29. The waivers, releases, and covenants granted by Departing Ranchers in paragraph 27 of this Agreement and granted by NPS in paragraph 28 of this Agreement shall not limit any defense to a claim by a third party (i.e., a person who is not a Party to this Agreement) filed in any administrative or judicial forum against Departing Rancher(s) or NPS where the defense contends that the receivers of such waivers, releases, and covenants is liable to the third party.
30. Nothing in this Agreement releases any Departing Rancher or NPS from any liability arising under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.* and any amendments thereto.
31. This Agreement (like the Departing Rancher Agreements) shall bind not only each executing Departing Rancher, but also such Departing Rancher's heirs, descendants, successors, assigns, designees, or any other person or entity (e.g., the Intervenor Association) purporting to stand in the shoes, or acting on behalf, of such Departing Rancher. Thus, for example, once a Departing Rancher vacates PRNS in accordance with the Departing Rancher Agreements, that Departing Rancher and any person or entity purporting to stand in the shoes of the Departing Rancher (e.g., an heir): (i) may not attempt to or conduct ranching operations within PRNS based on the Lease Amendment or the Wind Down Agreement, or based on any Lease (or anything) that was issued prior to the date of this Agreement; and (ii) relinquish any and all claims to future leases or other agreements for multi-generational ranching under the

enabling legislation for PRNS, 16 U.S.C. §§ 459c *et. seq.* and any amendments thereto, any policies or regulations issued thereunder, and any other federal laws, regulations, policies, or other congressional document. As another example, the waivers, releases, and covenants that each Departing Rancher grants (as set forth in paragraph 27 of this Agreement) bind not only such Departing Rancher, but also such Departing Rancher's successors, assigns, heirs, and descendants.

III. RECITALS PRIMARILY RELATED TO THE 2025 REVISED RECORD OF DECISION AND NPS' LEASES WITH REMAINING RANCHERS AND NON-PARTY RANCHERS, AND THE TNC/NPS AGREEMENTS⁴

32. Prior to this Agreement, NPS issued the 2025 Revised ROD for the GMPA. The 2025 Revised ROD rescinds the 2021 ROD and adopts a revised management plan for the same lands within PRNS and the north district of GGNRA that were the subject of the 2021 ROD (i.e., lands within the GMPA planning area).
33. The 2025 Revised ROD reflects decisions of the Departing Ranchers to agree to the Termination of Lessee Interests on the Real Property within PRNS and adopts revised management prescriptions for the future use of the Real Property.
34. Table R-3 of the 2025 Revised ROD identifies and addresses lands within the GMPA planning area where the Remaining Ranchers are authorized to conduct ranching activities under leases/permits issued by NPS. In addition, the 2025 Revised ROD identifies and addresses lands within the GMPA planning area where TNC is authorized under the TNC/NPS Agreements to conduct targeted grazing and other conservation activities.

⁴ All paragraphs in this section of this Agreement represent recitals.

35. Table R-2 and Section 7.1.3.1 of the 2025 Revised ROD identifies and addresses lands within the GMPA planning area where the Non-Party Ranchers are or may be authorized to conduct ranching activities under leases/permits issued by NPS and may be authorized to conduct ranching activities under additional leases/permit in the future.
36. Following the 2025 Revised ROD, TNC and NPS entered into TNC/NPS Agreements (which, as noted above, covers up to all the Real Property to be vacated by the Departing Ranchers) for purposes of providing conservation and public benefits consistent with NPS' and PRNS' purposes and authority, and in furtherance of TNC's charitable purposes.

IV. STAY OF LITIGATION, DISMISSAL WITH PREJUDICE, WAIVERS, RELEASES, AND COVENANTS PRIMARILY RELATED TO 2021 ROD AND EXPIRED LEASES

37. Within 14 days after the Effective Date of this Agreement, the Parties to this Agreement authorize Plaintiffs to, and Plaintiffs shall, file a motion to stay all further proceedings in the Litigation until the End Date.
38. After all notices of satisfaction have been provided under paragraph 26 of this Agreement (regarding the Departing Ranchers' completion of all obligations under the Departing Rancher Agreements) and no later than 30 days after the End Date, unless TNC or NPS has notified Plaintiffs pursuant to paragraph 25 of this Agreement (regarding the issuance of a Final Deficiency Notice), Plaintiffs shall file a stipulation of dismissal with prejudice in the Litigation pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), a template of which is attached to this Agreement as Exhibit A.

39. The stipulation of dismissal with prejudice, when filed by Plaintiffs in accordance with paragraph 38 of this Agreement, applies to all claims that Plaintiffs alleged, or could have alleged, against NPS regarding the 2021 ROD and September 2020 final environmental impact statement, including but not limited to claims alleged under or related to the Point Reyes National Seashore Enabling Act, the Administrative Procedure Act, the Organic Act and its regulations, the National Environmental Policy Act and its regulations, and the Clean Water Act and its regulations.
40. Effective upon the filing of a stipulation of dismissal in accordance with paragraph 38 of this Agreement, Plaintiffs waive, release, and covenant not to sue NPS (or any former or current NPS official or employee acting within the scope of employment) in any administrative or judicial forum over any claims or causes of action, whether known or unknown, that challenge NPS' management, oversight, or administration of lands within the GMPA planning area under the 2021 ROD, or similar NPS action preceding the 2021 ROD, or that occurred prior to the 2025 Revised ROD, including, for example, any and all challenges regarding Leases (or ranching operations conducted under Leases, expired Leases, or other authorizations) issued by NPS to the Departing Ranchers, the Non-Party Ranchers, and the Remaining Ranchers prior to the 2025 Revised ROD. As stated above, the waivers, releases, and covenants set forth in this paragraph apply only to the actions NPS took or did not take prior to the 2025 Revised ROD. This paragraph of this Agreement does not apply to litigation over the Tomales Point Area Plan Finding of No Significant Impact (dated December 2, 2024), including *California Cattlemen's Association v. U.S. Department of* *Intervenor*, Case No. 3:24-cv-08703-JSC.

41. Effective upon the filing of a stipulation of dismissal in accordance with paragraph 38 of this Agreement, the Remaining Ranchers and the Intervenor Association waive, release, and covenant not to sue NPS (or any former or current NPS official or employee acting within the scope of employment) in any administrative or judicial forum over any claims or causes of action, whether known or unknown, that challenge NPS' management, oversight, or administration of lands within the GMPA planning area under the 2021 ROD, or similar NPS action preceding the 2021 ROD, or that occurred prior to the 2025 Revised ROD. As stated above, the waivers, releases, and covenants set forth in this paragraph apply only to the actions NPS took or did not take prior to the 2025 Revised ROD.

V. WAIVERS, RELEASES, AND COVENANTS PRIMARILY RELATED TO 2025 REVISED ROD AND LEASES IT AUTHORIZES

42. Effective upon the filing of a stipulation of dismissal in accordance with paragraph 38 of this Agreement, Plaintiffs, the Remaining Ranchers, and the Intervenor Association waive, release, and covenant not to sue NPS (or any former or current NPS official or employee acting within the scope of employment) or TNC (or any former or current TNC officer, director, or employee acting within the scope of employment) in any administrative or judicial forum over claims or causes of action, whether known or unknown, that challenge the 2025 Revised ROD, the TNC/NPS Agreements, or the leases/permits first issued to the Remaining Ranchers under the 2025 Revised ROD. The waiver, release, and covenant set forth in this paragraph do not apply to any rights Plaintiffs, the Remaining Ranchers, and the Intervenor Association may have to challenge NPS's (i) implementation of actions authorized

under the 2025 Revised ROD as inconsistent with the 2025 Revised ROD or applicable laws, regulations, or other authorities; or (ii) NPS's administration of the TNC/NPS Agreements and leases/permits first issued to the Remaining Ranchers under the 2025 Revised ROD as inconsistent with the 2025 Revised ROD or applicable laws, regulations, or other authorities. The waiver, release, and covenant set forth in this paragraph also do not apply to (a) any future agency action (or inaction) by NPS outside the 2025 Revised ROD respecting PRNS or GGNRA, or (b) any revisions, amendments, or other changes to the 2025 Revised ROD, leases/permits first issued to the Remaining Ranchers under the 2025 Revised ROD, or TNC/NPS Agreements, to the extent of such revisions, amendments or other changes.

43. After the Effective Date of this Agreement and through 30 days after the End Date (or, if one or more Departing Ranchers are in breach of this Agreement or the Departing Rancher Agreements, for so long as the breach continues), Plaintiffs, Remaining Ranchers, and Departing Ranchers covenant not to sue NPS (or any current or former NPS official or employee acting within the scope of employment) or TNC (or any former or current TNC officer, director, or employee acting within the scope of employment) in any administrative or judicial forum over claims or causes of action, whether known or unknown, that challenge the 2025 Revised ROD, TNC/NPS Agreements, or the leases/permits first issued to the Remaining Ranchers under the 2025 Revised ROD.
44. Plaintiffs have reviewed the TNC/NPS Agreements and do not object to a future lease that is consistent with them.

VI. REMAINING TERMS OF THIS AGREEMENT

45. The Parties to this Agreement shall bear their own fees and costs (including fees and costs related to their attorneys, consultants, and their share of the mediator's fees and costs) associated with the Litigation or the mediation process underlying this Agreement. This Agreement is the result of the Departing Ranchers' decisions to enter into the Payment Agreements, the Termination of Lessee Interests, and their relinquishment any and all claims for themselves, and their successors, assigns, heirs, and descendants, to future leases or other agreements for multi-generational ranching. This Agreement shall not be construed as any admission of liability or wrongdoing by any Party to this Agreement.
46. This Agreement shall not be used for any purpose in any administrative or judicial proceeding, and this Agreement shall carry no precedential value in any pending or future litigation, representations before any court, administrative action, forum, or any public setting, except that any Party to this Agreement may use relevant excerpts from this Agreement to establish the existence of, and enforce, a waiver, release, covenant, or other term explicitly set forth in this Agreement.
47. Except as set forth in this Agreement, the Parties to this Agreement retain all rights, claims, defenses, and discretion they may otherwise have. No provision of this Agreement shall be interpreted as, or constitute, a commitment or requirement that NPS act in contravention of any law or regulation, either substantive or procedural. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to limit or modify, or does limit or modify, any discretion accorded to NPS by statute, regulation, or by general principles of administrative law, and nothing in

- this Agreement shall be construed to limit or deny, or does limit or deny, the power of a federal official to promulgate or amend regulations.
48. In circumstances where paragraph 25 of this Agreement (regarding the issuance of a Final Deficiency Notice) does not apply, if any Party to this Agreement believes that one or more of the Parties to this Agreement has failed to comply with any waiver, release, covenant, or other term of this Agreement, such Party to this Agreement shall promptly provide the remaining Parties to this Agreement with written notice and the basis for such belief. The Parties to this Agreement which are or could be impacted by the alleged failure to comply shall promptly meet and confer (virtually, telephonically, or in person) to attempt to resolve the dispute within 21 days of the written notice or such time thereafter as is mutually agreed upon in writing. If the Parties to this Agreement which are or could be impacted by the alleged failure to comply are unable to resolve the dispute within such time frame, then the Party to this Agreement that provided written notice under this paragraph of this Agreement may initiate new litigation before a court of competent jurisdiction, subject to any applicable stipulation, waiver, release, covenant, or other term set forth in this Agreement, and subject to any defenses available by law. In any such litigation, the Parties to this Agreement reserve their right to seek any and all remedies available by law, but (i) agree that contempt of Court and damages are not available remedies under this Agreement and (ii) agree not to seek such remedies.
49. The Parties to this Agreement agree that TNC is not a Party to the Litigation and that it has participated in this matter voluntarily, and solely to facilitate a settlement of the Litigation in furtherance of its charitable organizational mission. The Parties to this

Agreement hereby waive and release any claims or actions in law or equity, whether known or unknown, in any forum or proceeding against TNC (or any former or current TNC officer, director, or employee acting within the scope of employment) involving any matter or dispute arising from the mediation, settlement negotiations, this Agreement, or any related agreement that was finalized before or on the Effective Date of this Agreement, except solely for, and only to the extent such claims involve a breach of TNC's obligations under this Agreement, or as expressly provided in and subject to the terms of a related agreement in which TNC is a party, and only as may be applicable and subject to the terms and conditions of this Agreement, or such related agreement, respectively. This paragraph applies only to claims filed directly against TNC.

50. If there is a lapse in federal appropriations requiring NPS to suspend work in such a manner that causes delay in NPS' compliance with this Agreement, then the Parties to this Agreement agree to meet and confer and allow a compliance extension of at least one day for each day of the lapse in federal appropriations.
51. Nothing in this Agreement shall be interpreted as, or shall constitute, a requirement that NPS take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other appropriations law or regulation.
52. The Parties to this Agreement jointly drafted and negotiated this Agreement in good faith. Any and all rules of construction that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement.

53. This Agreement shall be governed by and construed under the law of the United States. Although the Parties to this Agreement take the position that California Civil Code Section 1542 has no application here, it provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The Parties to this Agreement (to the extent they have granted in this Agreement general releases as to unknown claims), having been apprised by their respective attorney(s) of Section 1542, elect to waive any and all rights they may have pursuant to Section 1542 and any similar provision of federal law.
54. To the extent allowable by law, the Parties to this Agreement agree to maintain the confidentiality of all communications made during the mediation process in accordance with the mediation process agreement and all addendums thereto.
55. The Parties to this Agreement acknowledge and agree that the Payment Agreement is a confidential document between TNC and each individual Departing Rancher. Except for the parties to each individual Payment Agreement, the Parties to this Agreement have never requested to view the content of any Payment Agreement and shall not assert that they have the right to do so. All Parties to this Agreement acknowledge and agree that this Agreement may be fully interpreted without viewing any Payment Agreement.
56. This Agreement may be executed (signed) in counterparts, each of which shall be deemed to constitute an original, and all of which, taken together, shall constitute one and the same document. The Effective Date of this Agreement shall be the date when

the last of the Parties to this Agreement signs it. (NPS is expected to be last Party to this Agreement to sign this Agreement.)

Signatures on this document are all on file and were signed on January 7 and 8, 2025.

**AGREED TO BY PLAINTIFFS, THROUGH THE FOLLOWING AUTHORIZED
REPRESENTATIVE(S):**

Deborah L. Moskowitz
President
RESOURCE RENEWAL INSTITUTE

Dated: _____

Jeff Miller
Senior Conservation Advocate
CENTER FOR BIOLOGICAL DIVERSITY

Dated: _____

Erik Molvar
Executive Director
WESTERN WATERSHEDS PROJECT

Dated: _____

Approved as to form:

Elizabeth H. Potter
[REDACTED]
Laurence ("Laird") J. Lucas
[REDACTED]
ADVOCATES FOR THE WEST
PO Box 1612
Boise, ID 83701
Telephone: (208) 342-7024

Dated: _____

**AGREED TO BY NPS, THROUGH THE FOLLOWING AUTHORIZED
REPRESENTATIVE(S):**

Dated: _____


Todd Kim
Assistant Attorney General
United States Department of Justice
Environment and Natural Resources Division

David W. Gehlert
Trial Attorney
Natural Resources Section
999 18th Street, South Terrace, Suite 370
Denver, CO 80202
(303) 844-1386
[REDACTED]

Andrew J. Doyle
Trial Attorney
Environmental Defense Section
450 Golden Gate Avenue, Suite 7-6714
San Francisco, CA 94102
(415) 744-6469
[REDACTED]

**AGREED TO BY THE INTERVENOR ASSOCIATION, THROUGH THE FOLLOWING
AUTHORIZED REPRESENTATIVE(S):**

Aaron Bruner


WESTERN RESOURCES LEGAL CENTER
9220 SW Barbur Blvd., Suite 119-327
Portland, Oregon 97219
(503) 768-8505

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH A RANCH AND
E RANCH, THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Betty Nunes

Dated: _____

Tim Nunes

Dated: _____

Jackie Nunes-Hemelt (aka Jacqueline Hemelt)

Dated: _____

William Nunes

Dated: _____

Approved as to form:

Anthony Peter Raimondo
49 Acres Legal Services LLC
95641 Sitkum Lane
P.O. Box 636
Myrtle Point, OR 97458
[REDACTED]
(559) 801-2226

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *B RANCH*,
THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Jarrod Mendoza

Dated: _____

AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *C RANCH AND D RANCH*, THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):

Ernest Spaletta

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *F RANCH*,
THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Tim Gallagher

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *G RANCH*,
THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Kevin Lunny

Dated: _____

Nancy Lunny

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *H RANCH*,
THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Julie Evans-Rossotti

Dated: _____

Approved as to form:

Harris D. Sherman
Harris Sherman & Associates
410 Acoma St., Unit 702
Denver, CO 80204
[REDACTED]
(303) 378-7524

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *I RANCH*,
THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Robert J. McClure

Dated: _____

Ruth McClure

Dated: _____

Approved as to form:

Anthony Peter Raimondo
49 Acres Legal Services LLC
95641 Sitkum Lane
P.O. Box 636
Myrtle Point, OR 97458
[REDACTED]
(559) 801-2226

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *J RANCH*,
THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Tom Kehoe

Dated: _____

Mike Kehoe

Dated: _____

Emily Jean Kehoe

Dated: _____

Janelle Kehoe

Dated: _____

Justin Kehoe

Dated: _____

Anne Kehoe

Dated: _____

Timothy J. Kehoe Jr.

Dated: _____

Tim Kehoe

Dated: _____

Approved as to form:

Anthony Peter Raimondo
49 Acres Legal Services LLC
95641 Sitkum Lane
P.O. Box 636
Myrtle Point, OR 97458
[REDACTED]
(559) 801-2226

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *L RANCH*,
THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Jolynn McClelland

Dated: _____

Robert McClelland

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *M RANCH*,
THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):**

Jacqueline Grossi

Dated: _____

Joyce Arndt

Dated: _____

**AGREED TO BY THE DEPARTING RANCHERS ASSOCIATED WITH *N RANCH*
AND HOME RANCH, THROUGH THE FOLLOWING AUTHORIZED
REPRESENTATIVE(S):**

Gino Lucchesi Jr.

Dated: _____

Kathleen Lucchesi

Dated: _____

**AGREED TO BY THE REMAINING RANCHERS ASSOCIATED WITH *E.*
GALLAGHER RANCH, THROUGH THE FOLLOWING AUTHORIZED
REPRESENTATIVE(S):**

Lynn Giacomini Stray

Dated: _____

AGREED TO BY THE REMAINING RANCHERS ASSOCIATED WITH *MCFADDEN RANCH*, THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):

Mike Giammona

Dated: _____

AGREED TO BY THE REMAINING RANCHERS ASSOCIATED WITH *MCISAAC RANCH AND CHEDA RANCH*, THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):

Levi McIsaac

Dated: _____

Courtney Aldridge

Dated: _____

AGREED TO BY THE REMAINING RANCHERS ASSOCIATED WITH *C. ROGERS RANCH*, THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):

Fred Rogers

Dated: _____

Virginia Rogers

Dated: _____

AGREED TO BY THE REMAINING RANCHERS ASSOCIATED WITH *ZANARDI RANCH*, THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):

Louis Zanardi

Dated: _____

AGREED TO BY THE REMAINING RANCHERS ASSOCIATED WITH *PERCY RANCH*, THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):

Paulette Percy

Dated: _____

AGREED TO BY THE REMAINING RANCHERS ASSOCIATED WITH *R. GIACOMINI RANCH*, THROUGH THE FOLLOWING AUTHORIZED REPRESENTATIVE(S):

Luke Giacomini

Dated: _____

**AGREED TO BY TNC, THROUGH THE FOLLOWING AUTHORIZED
REPRESENTATIVE(S):**

Scott Morrison, Interim Director, California Business Unit
THE NATURE CONSERVANCY, a District of Columbia
nonprofit corporation

Dated: _____