

FINAL SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of March 28, 2017, by and between the Upper Green Valley Homeowners (“UGH”), an unincorporated association and each of its members: Ken Zukin and Kevin Kemble; the County of Solano and the Solano County Board of Supervisors (collectively, “County”); and the following owners of properties located within the Middle Green Valley area (collectively, “Owners”), Louise Yarbrough and Debra A. Yarbrough Russo, trustees of the Louise Yarbrough Survivors Trust; Anthony S. Russo and Debra A. Russo; Robert Hager Jr; Sarah D. Lindemann, trustee of the Mason Survivors Trust; Sarah Lindemann and Frank Lindemann; Sarah D. Lindemann, trustee of the Lindemann Revocable Family Trust; Frank Raymond Lindemann, trustee of the Lindemann Revocable Family Trust; John N. Lawton, Jr., trustee of the Lawton Living Trust; Billy C. Maher and Beverly LeMasters, trustees of the Billy C. and Betty L. Maher Trust of 1988; Billy C. Maher and Beverly LeMasters, trustees of the Maher Family Trust of 1988; Billy C. Maher; Beverly LeMasters and Jerry LeMasters, trustees of the LeMasters Revocable Trust; Beverly LeMasters; Jerry LeMasters; Signatory: Margaret Ann Ragsdale-Cohen, The Ragsdale Family Partnership (of Virgil and Margaret L. Ragsdale), a California limited partnership, Peter C. Cohen, Mark S. Ragsdale, Matthew F. Cohen, Scott D. Ragsdale; Benjamin A. Volkhardt, III and Phyllis J. Volkhardt, trustees of the Volkhardt Family Trust Under Declaration of Trust Dated February 23, 2005; James S. Wiley and Katherine Wiley, trustees of the 1999 Wiley Family Trust. The intent of the Owners is to cooperate per paragraph 4 of this Agreement with their right, title or interest in Specific Plan lands, regardless of the manner in which it is titled.

UGH, the County, and the Landowners are sometimes referred to herein collectively as the “Parties.” UGH filed litigation against the County and the MGCV Landowners regarding the Middle Green Valley Specific Plan Environmental Impact Report. While not a party to that lawsuit, this Settlement Agreement is also entered into by Green Valley Agricultural Conservancy (“GVAC”), by Sarah D. Lindemann, its president, which is an entity formed by the Middle Green Valley Specific Plan. The GVAC enters this agreement for the sole purpose of achieving settlement and is not a party to the litigation. This Agreement shall be effective on and after the date all Parties, or their authorized representatives, sign it (the “Effective Date” in section 6).

RECITALS

A. On July 27, 2010, the Solano County Board of Supervisors certified a Final Environmental Impact Report (“2010 FEIR”) for the Middle Green Valley Specific Plan Project (the “Project”). The Project includes a Specific Plan for the approximately 1,905-acre Middle Green Valley area and a Development Agreement between the County and the Landowners, who own approximately 1,571 acres within the Middle Green Valley area. The 2010 FEIR was prepared as a Program EIR (CEQA Guidelines, § 15168), with subsequent activities in the program to be examined in light of the Program EIR to determine whether an additional environmental document must be prepared. On that same date, the Solano County Board of Supervisors approved the Project by adopting the Specific Plan and approving the Development Agreement. Under the Specific Plan, the Green Valley Agricultural Conservancy (“GVAC”) is to be formed for the purpose of managing various conservation activities called for by the Specific Plan, with these conservation activities to be funded by a transfer tax established by the Development Agreement.

B. On August 25, 2010, UGH filed a Petition for Writ of Mandate in the Solano County Superior Court (Case No. FCS036446) against the County, naming the Landowners as the Real Parties in Interest, challenging the County's certification of the 2010 FEIR and approval of the Project. The Petition alleged that the County violated the California Environmental Quality Act ("CEQA"; Pub. Resources Code, §§ 21000 et seq.) and section 65451 of the Planning and Zoning Law (Gov. Code, § 65000 et seq.) in approving the Project.

C. In a ruling filed October 26, 2011, the Superior Court found that the 2010 FEIR did not adequately evaluate the potential environmental impacts of using local groundwater as a water supply for new development anticipated by the Project, but that the 2010 FEIR and the County's project approval actions were proper and supported by substantial evidence in all other respects. The Court entered Judgment and issued its Writ of Mandate on March 21, 2012. The Writ of Mandate directed that the County's project approval actions be set aside and that the County fully comply with CEQA before reapproving the Project. The Court retained jurisdiction over the County's proceedings related to the Project in order to determine whether the County complied with CEQA when reapproving the Project.

D. On February 1, 2013, the Court entered an order awarding attorneys' fees to UGH, pursuant to the Private Attorney General statute (Code Civ. Proc., § 1021.5), based on findings that the litigation involved enforcement of an important right affecting the public interest, there was a significant benefits conferred on the general public or a broad class of persons as a result of the litigation, and the necessity and financial burden of private enforcement transcended the personal interests of UGH's members.

E. The County attempted to comply with the Court's Writ by preparing and circulating a Revised Recirculated Draft EIR ("RRDEIR") and then certifying a new Final EIR for the Project ("2014 FEIR") that included the 2010 FEIR as augmented with the RRDEIR. In an order filed September 24, 2015, the Court denied the County's motion to discharge the Writ, finding that the 2014 FEIR did not adequately evaluate the potential impacts on biological resources of using local groundwater as a water supply for new development anticipated by the Project.

F. To comply with the Court's Writ and the order filed September 24, 2015, the County prepared and circulated a Second Revised Recirculated Draft EIR ("SRRDEIR"). On October 25, 2016, the County certified a new Final EIR for the Project ("2016 FEIR") that included the 2010 FEIR as augmented with the RRDEIR and the SRRDEIR. Like the 2010 FEIR, the 2016 FEIR has been prepared as a Program EIR. On that same date, the County re-adopted the Specific Plan and ratified its prior approval of the Development Agreement.

G. On February 17, 2017, the County filed its Revised Final Return to the Writ, together with a Motion seeking an Order accepting the Revised Final Return and discharging the Writ. UGH has not yet filed any response to the County's Revised Final Return and Motion. A hearing on the County's Motion is set for April 12, 2017.

H. The Parties now seek to resolve any disagreements between them regarding the adequacy of the County's 2016 FEIR and the County's re-approval of the Project on October 25, 2016, in a manner that provides benefits to all Parties and to the general public. Based on the Court's prior findings supporting its award of attorneys' fees to UGH under the Private Attorney

General statute, as described in Paragraph D above, UGH asserts that it is entering into this Settlement Agreement in its previously-recognized capacity as a Private Attorney General for purposes of this litigation and not solely for the benefit and personal interests of its members.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, promises and benefits contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Obligations of UGH

a. On or before March 30, 2017, UGH will file with the Court a Response supporting the County's Revised Final Return and support an Order accepting the Revised Final Return and discharging the Writ. UGH shall attach an executed copy of this Settlement Agreement as an exhibit to its Response. The executed copy may be by digital or facsimile signature with an original to follow, prior to the April 12, 2017 hearing.

b. UGH and all of its members agree that at no time shall it or its members provide any advice, support, assistance or representation of any kind to any person or entity, or coordinate or cooperate in any manner with any person or entity, contemplating or taking any action to, nor shall itself: (a) impede, oppose, challenge or object to, whether directly or indirectly, the Middle Green Valley Project in any way in any future permits, contracts, licenses, or other approvals, including but not limited to, amendments to any Specific Plan, General Plan, Zoning Code, or any other any plan or policy issued by the County of Solano, as well as any permit, approval, contract, license or other approval issued by any other local, state or federal agency, including but not limited to City of Fairfield, including any challenge related in any way to the City's Measure L, City of Vallejo, the Solano County Local Agency Formation Committee, Solano Irrigation District, Fairfield-Suisun Sewer District, Fairfield-Suisun Unified School District, California Department of Fish and Wildlife, Department of Conservation, State Water Resources Control Board, California Department of Water Resources, U.S. Army Corps of Engineers, U.S. Department of Fish and Wildlife, U.S. Environmental Protection Agency, or the U.S. National Oceanic Atmospheric Administration (collectively referred to as "Middle Green Valley Project Approvals"); or (b) file any claim, action, appeal, or lawsuit to or against any governmental, administrative, judicial, regulatory, environmental, or other public agency, relating to the Middle Green Valley Project Approvals.

2. Obligations of the Green Valley Agricultural Conservancy

a. As set forth in Attachment A, entitled Green Valley Creek Restoration Project, the GVAC shall conduct the Green Valley Creek Restoration Project.

b. As set forth in Attachment C, the GVAC shall conduct educational efforts.

c. GVAC shall provide an executed copy of this Settlement Agreement either to 1.) Petitioner for its Response filing in Court as described in 1.a. or 2.) to the Landowners or County for filing in Court on or before April 5, 2017. The executed copy may be by digital or facsimile signature with an original to follow, prior to the April 12, 2017 hearing. The GVAC shall further

provide its written consent to Amanda Monchamp, Esq. or James Laughlin, Esq. on or before March 28, 2017 at 1:00 p.m. for s/he to immediately notify UGH's attorney, Amber Kemble, Esq.

3. Obligations of the County

a. As set forth in Attachment A, entitled Green Valley Creek Restoration Project, the County shall require the GVAC to conduct the Green Valley Creek Restoration Project.

b. Within ninety (90) days after the Effective Date, as defined in Section 6 of this Agreement, the County shall make the revisions to the Mitigation Monitoring and Reporting Program, adopted on October 25, 2016 (deletions in ~~strikeout~~; additions underlined in red or blue) as reflected in Attachment B.

c. As set forth in Attachment C, issue any sign permits required and install and maintain the educational signage and direct the GVAC to implement the other educational components as also described in Attachment C.

d. Provide payment of UGH's attorneys' fees of \$50,000.00 to UGH within 14 days of the Effective Date, payable to the Law Offices of Dana Dean.

e. County shall immediately notify Amber Kemble, Esq. if it agrees to this Settlement Agreement. In addition, on or before March 29, 2017 at 10:00 a.m. County shall provide an executed copy of this Settlement Agreement to Petitioner for its Response filing in Court as described in 1.a. The executed copy may be by digital or facsimile signature with an original to follow, prior to the April 12, 2017 hearing.

4. Obligations of the Landowners

a. Reasonable cooperation with the County and GVAC to enable preparation and implementation of the GVCRP as described in Attachment A.

b. Allow placement of sign described in Attachment C.

c. On March 28, 2017 before 1:00 p.m. each and every Landowner shall agree in writing sent to their attorney, Amanda Monchamp, Esq. that they will timely execute this Settlement Agreement so she can immediately notify UGH's attorney, Amber Kemble, Esq.

d. Landowners shall provide as many signatures as possible on this Settlement Agreement to Petitioner for its Response filing in Court as described in 1.a. and for all other signatures, Landowners shall file them with the Court on or before April 5, 2017. The executed copy to Petitioner may be by digital or facsimile signature with an original to follow, prior to the April 12, 2017 hearing.

5. Miscellaneous Provisions

a. *Sole and Final Agreement.* Except as otherwise specifically provided herein, this Agreement is intended to be and is the final expression of the Agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and fully and completely

extinguishes any prior understandings or agreements by or between the Parties, whether oral or written, express or implied.

b. *Warranty of Authority.* Each party warrants that the execution of this Agreement, and the covenants, representations, warranties, promises, and releases created hereunder have been duly authorized by all necessary corporate, partnership, or other necessary action and that the persons signing this agreement have full authority to do so.

c. *Each Party To Bear Its Own Fees and Costs.* The Parties agree to bear their own attorneys' fees and costs in connection with the preparation and negotiation of this Agreement, as well as any fees and costs incurred in this matter prior to or following the execution of this Agreement, other than the recovery of attorneys' fees as provided in Section 3(d), above, and Section 5(p), below.

d. *Retention of Discretion.* Nothing herein shall be deemed to have altered in any way the County's discretion to act on and consider future applications for land use entitlements or modifications of existing entitlements within its jurisdiction. The Parties recognize, agree and acknowledge that the County retains discretion, consistent with applicable law, to act on and consider any and all such land use entitlements contemplated by this Agreement, including without limitation, the Revised Project as defined herein.

e. *Notices.* Except as otherwise specifically set forth herein, all notices or other communications specifically required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, or sent by reputable overnight courier (such as Fed Ex), or by facsimile with copies sent by overnight courier or U.S. Postal Service the following day, to the addresses or facsimile numbers set forth below.

UPPER GREEN VALLY HOMEOWNERS

c/o Amber L. Kemble
Law Office of Amber L. Kemble
4160 Suisun Valley Road, Suite E444
Telephone: (707) 410-6690
Facsimile: (707) 747-5209
Email: deltalawyers@gmail.com

COUNTY OF SOLANO
SOLANO COUNTY BOARD OF SUPERVISORS

c/o James Laughlin
Solano County Counsel
675 Texas St., Suite 6600
Fairfield, CA 94533-6342
Telephone: (707) 784-6140
Facsimile: (707) 784-6862
Email: JWLaughlin@SolanoCounty.com

MIDDLE GREEN VALLEY LANDOWNERS

c/o Amanda Monchamp
Holland & Knight LLP
50 California St., 28th Floor
San Francisco, CA 94111
Telephone: (415) 743-6962
Facsimile: (415) 743-6910
Email: Amanda.Monchamp@hkllaw.com

f. *Execution in Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument, having the same force and effect as if a single original had been executed by all Parties. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signed documents, which facsimile copies or counterparts shall be binding upon the Parties.

g. *Time of the Essence.* Time is of the essence for this Agreement.

h. *Interpretation; Governing Law.* This Agreement shall be interpreted, and the rights and the duties of the Parties shall be determined, in accordance with the laws of the State of California, as applied to contracts entered into and performed (or capable of performance) in California by California persons or entities.

i. *Headings; Cross-References.* The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless specifically directed to another agreement or document, shall refer to provisions in this Agreement and shall not be deemed to be references to any other agreements or documents.

j. *No Duress.* This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part of, or on behalf of any of them. Each of the Parties to this Agreement has read and fully understands the meaning of each provision of this Agreement and has relied on the independent advice and representation of legal counsel in entering into this Agreement.

k. *No Prior Assignments.* The Parties hereto represent and warrant that they have not heretofore assigned or transferred to purported to assign or transfer, to any other person, entity, firm or corporation whatsoever, any claim, debt, liability, demand, obligation, expense, action or causes or action herein released.

l. *Successors and Assigns.* This Agreement shall be binding and inure to the benefit of the respective heirs, successors, assigns, and representatives of the Parties.

m. *Construction.* This Agreement has been reviewed by legal counsel for all Parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or application of this Agreement.

n. *Denial of Wrongdoing and Liability.* This Agreement pertains to disputed claims and does not constitute an admission of liability by the County or the MGV Landowners. Neither this Agreement nor the fact that it has been entered into shall be construed as an admission of liability nor shall anything contained within this Agreement be construed or deemed to be evidence of any admission of any liability or wrongdoing whatsoever, or of any allegation made in the Action. It is expressly understood that the County and or the MGV Landowners deny any such liability or wrongdoing.

o. *Equitable Relief.* Because the amount of damages in the event of a breach of this Agreement may be difficult or impossible to determine, the obligations of the Parties shall be enforceable by specific performance or other equitable relief only. Notwithstanding anything to the contrary, the Parties shall not seek or be entitled to any monetary damages (other than recovery of attorneys' fees as provided in Section 5(p) below), in the event of any breach or default of this Agreement.

p. *Dispute resolution.* The Parties agree to meet and confer in good faith to try to resolve any conflicts arising under this Agreement prior to bringing any action in court to enforce this Agreement. In any action to enforce this Agreement or obtain other relief by reason of an alleged breach hereof, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs except that fees and costs may not be recovered against the County.

q. *Severability.* The invalidity of any portion of this Agreement shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

r. *No Brokers.* Each Party represents and warrants to the others that it has not dealt with any real estate broker or finder with respect to the negotiation of this Agreement or the transactions contemplated hereby.

6. Effective Date

This Agreement shall become effective upon execution by all parties, or their authorized representatives.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the dates hereinafter written.

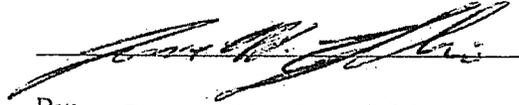
Dated: 03/30/2017

**UPPER GREEN VALLEY
HOMEOWNERS**


By: Kenneth A. Zukin
Its: Member

COUNTY OF SOLANO

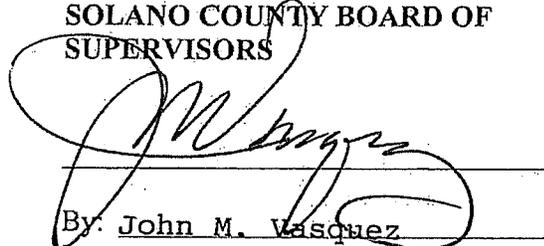
Dated: March 30, 2017



By: James W. Laughlin
Its: Deputy County Counsel

SOLANO COUNTY BOARD OF SUPERVISORS

Dated: March 30, 2017



By: John M. Vasquez
Its: Chair

GREEN VALLEY AGRICULTURAL CONSERVANCY

Dated: _____

By: _____
Their: _____

MGV LANDOWNER

Dated: _____

By: _____
Their: _____

MGV LANDOWNER

Dated: _____

By: _____
Their: _____

COUNTY OF SOLANO

Dated: _____

By: _____
Its: _____

SOLANO COUNTY BOARD OF SUPERVISORS

Dated: _____

By: _____
Its: _____

1999 WILEY FAMILY TRUST

Dated: 3/30/2017

James S. Wiley
By: James S. Wiley
Its: Trustee

Dated: 3/30/2017

Katherine Wiley
By: Katherine Wiley
Its: Trustee

**THE LOUISE YARBROUGH
SURVIVORS TRUST**

Dated: 3.30.2017

Louise Yarbrough
By: Louise Yarbrough
Trustee

DEBRA A. YARBROUGH RUSSO

Dated: March 30, 2017

Debra A. Yarbrough Russo
By: Debra A. Yarbrough Russo
Trustee

ANTHONY S. RUSSO

Dated: MARCH 30, 2017

Anthony S. Russo
By: Anthony S. Russo

DEBRA A. YARBROUGH RUSSO

Dated: March 30, 2017

Debra A. Yarbrough Russo
By: Debra A. Yarbrough Russo

**SIGNATORY: MARGARET ANN
RAGSDALE-COHEN, THE RAGSDALE
FAMILY PARTNERSHIP
(OF VIRGIL AND MARGARET L.
RAGSDALE), A CALIFORNIA
LIMITED PARTNERSHIP, PETER C.
COHEN, MARK S. RAGSDALE,
MATTHEW F. COHEN, SCOTT D.
RAGSDALE**

Dated: March 31, 2017

Margaret Ann Ragsdale-Cohen

By: Margaret Ann Ragsdale Cohen
Its: Partner/Signatory

ROBERT HAGAR JR.

Dated: _____

By: Robert Hagar Jr.

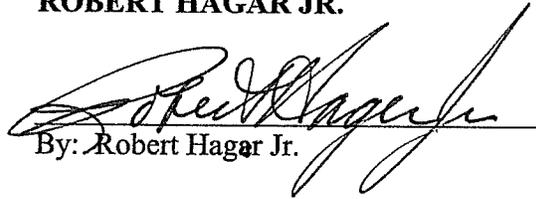
**SIGNATORY: MARGARET ANN
RAGSDALE-COHEN, THE RAGSDALE
FAMILY PARTNERSHIP
(OF VIRGIL AND MARGARET L.
RAGSDALE), A CALIFORNIA
LIMITED PARTNERSHIP, PETER C.
COHEN, MARK S. RAGSDALE,
MATTHEW F. COHEN, SCOTT D.
RAGSDALE**

Dated: _____

By: Margaret Ann Ragsdale Cohen
Its: Partner/Signatory

Dated: 3/31/17

ROBERT HAGAR JR.


By: Robert Hagar Jr.

**GREEN VALLEY AGRICULTURAL
CONSERVANCY**

Dated: 3-31-17

Sarah D Lindemann
By: Sarah D. Lindemann
Its: President

MASON SURVIVORS TRUST

Dated: 3-31-17

Sarah Lindemann
By: Sarah Lindemann
Its: Trustee

SARAH D. LINDEMANN

Dated: 3-31-17

Sarah D Lindemann
By: Sarah D. Lindemann

FRANK LINDEMANN

Dated: 3.31.17

Frank Lindemann
By: Frank Lindemann

THE LAWTON LIVING TRUST

Dated: 3-31-17

John N. Lawton, Jr.
By: John N. Lawton, Jr
Its: Trustee

Dated: 5-4-17

THE BILLY C. AND BETTY L. MAHER TRUST OF 1988

~~By: Billy C. Maher~~
By: Billy C. Maher
As: Trustee

Beverly Lemasters
By: Beverly Lemasters
As: Trustee

THE MAHER FAMILY TRUST OF 1988

~~By: Billy C. Maher~~
By: Billy C. Maher
As: Trustee

Beverly Lemasters
By: Beverly Lemasters
As: Trustee

BILLY C. MAHER

~~By: Billy C. Maher~~
By: Billy C. Maher

BEVERLY LEMASTERS

Beverly Lemasters
By: Beverly Lemasters

JERRY LEMASTERS

Jerry Lemasters
By: Jerry Lemasters

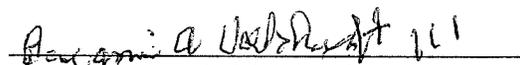
LEMASTERS REVOCABLE TRUST

Beverly Lemasters
By: Beverly Lemasters
As: Trustee

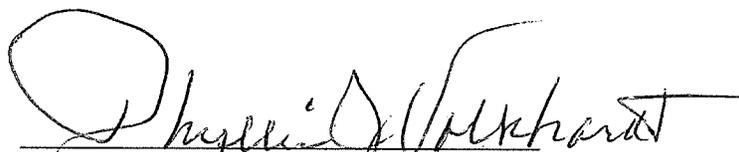
Jerry Lemasters
By: Jerry Lemasters
As: Trustee

**BENJAMIN A. VOLKHARDT, III AND
PHYLLIS J. VOLKHARDT, TRUSTEES
OF THE VOLKHARDT FAMILY
TRUST, UNDER DECLARATION OF
TRUST DATED FEBRUARY 23, 2005**

Dated: 4/8/2017


By: Benjamin A. Volkhardt III
Its: Trustee

Dated: 4-8-17


By: Phyllis J. Volkhardt Its:
Trustee

Lindemann Revocable Family Trust

Dated: 5-4-17

Sarah D Lindemann trustee of the
By: Sarah Lindemann Lindemann Revocable Family
Its: Trustee Trust dated May 4, 2012

Dated: 5-4-17

Frank Raymond Lindemann
By: Frank Lindemann Trustee of the Lindemann
Its: Trustee Revocable Family Trust
dated May 4 2012

ATTACHMENT A
Green Valley Creek Restoration Project

The parties share some mutual goals to conserve wildlife.¹ Steelhead represent a unique natural resource asset to Solano County and to Green Valley. It is a remarkable migratory fish that spends time in the ocean before returning to Green Valley Creek. Despite their millennia of living here, they are on the brink of extinction in Green Valley Creek. All parties, on some level, seek to help restore and enhance their habitat in Green Valley Creek. To this end, the Green Valley Creek Restoration Project shall be of primary benefit of steelhead and beneficial insects.

The Specific Plan states that the Green Valley Agricultural Conservancy (“GVAC”) and the landowners will complete a “Resources Management Plan” (“RMP”) for 75 %+/- area of the Plan.²

As part of a Settlement Agreement, the RMP includes the Green Valley Creek Restoration Project (“GVCRP”), as described in the Middle Green Valley Specific Plan (MGVSP).

There are 5 parts to the GVCRP:

- Funding in the amount of \$500,000.00;
- The preparation of a RMP in accordance with the Specific Plan, which includes
- Creating a Conservation Team;
- Carrying out the GVCRP, using Best Available Science; and in accordance with the recommendations of the RMP pursuant to the jurisdictional agency approvals issued for the Specific Plan, and
- Mitigation, Monitoring and Reporting for adaptive management for the term of the GVCRP.

1. Green Valley Creek Restoration Fund

The Specific Plan sets forth a program of Transfer Development Rights and Conservation Easements within the MGVSP area. The GVAC will work with the conservation easement holder to oversee the conservation easements and other programs related to protecting the natural diversity of the area. The GVAC will, in part, be funded by a transfer tax on residences built within the Middle Green Valley Specific Plan (3% initially and 1% thereafter) and grants. Restoration projects, such as the GVCRP, may be funded by grants.

The GVCRP shall have a budget of \$500,000.00, in accordance with the following timeline: \$250,000 shall be dedicated after the first \$750,000.00 funding to Conservancy through the transfer tax; an additional \$150,000.00 shall be transferred no later than the Conservancy’s total of \$1,500,000.00 funding from the transfer tax. The final \$100,000.00 shall be transferred no later than when the Conservancy reaches a total funding of \$5,000,000.00.

The timing may be adjusted by written agreement by the parties (i.e. if the GVCRP is funding through a one-time grant rather than the funding through the transfer tax).

2. Wildlife Conservation Team

GVAC shall contract with a “Conservation Team” for the GVCRP. Subject to the discretion of the GVAC Board, and pursuant to the RMP and the state and federal resource agency approvals (“jurisdictional agency approvals”) for the Specific Plan, Team members are expected to include members with the following expertise. Next to each expert, there is an estimate of the fees associated with each member’s contribution to the GVCRP, subject to final Project design. Please note that items that do not have a cost estimate is due to the funding for such items is expected to be from other sources, such as from developer fees, or elsewhere.

- A Project general manager (average of \$35,000.00/year for 7 years = \$250,000.00);
- a qualified wildlife and fisheries biologist (\$150,000 over the Project to advise for steelhead, CRLF);
- a hydrologist;
- an engineer;
- labor such as from Solano County Resource Conservation District (includes volunteers, students and the like (\$100,000.00); and
- legal counsel.

The landowners agree to cooperate with the Conservation Team for the benefit of the GVCRP.

3. Green Valley Creek Restoration Project (“GVCRP”) and Best Available Science

Implementation of the GVCRP is expected to occur over a period of approximately 7 - 10 years after the initiation of funding to establish the GVAC.

The GVCRP will include measures to provide habitat enhancements which will benefit steelhead (*Oncorhynchus mykiss*) - Central California Coast ESU and various beneficial insects that will increase food availability for steelhead on the creek and provide overall ecological health in the Specific Plan area.

While being of benefit to steelhead and beneficial insects, the GVCRP shall also conserve and enhance the habitats for the following species:

- Beneficial insects – species vary. See USDA and NRCS programs;³
- Western pond turtle (*Actinemys marmorata*) - CDFG Species of Special Concern;
- California red-legged frog (*Rana draytonii*) - federal threatened; CDFG species of special concern;
- Swainson’s hawk (*Buteo swainsoni*) - state threatened;
- Western burrowing owl (*Athene cunicularia hypugaea*) - CDFG species of special concern;
- White-tailed kite (*Elanus leucurus*) - CDFG fully protected;
- Tricolored blackbird (*Agelaius tricolor*) - CDFG species of special concern;
- Pallid bat (*Antrozous pallidus*) - CDFG species of special concern;

- Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) - federally threatened;
- Callippe Silverspot Butterfly (*Speyeria callippe callippe*) – federally endangered;
- Monarch butterfly (*Danaus plexippus*) – federal candidate species.⁴

The GVCRP shall be based on the best available science as determined in the RMP and jurisdictional agency approvals for the Specific Plan or pursuant to the Solano County HCP when adopted or comparable measures approved by resource agencies, as consistent with Mitigation Measure 6-2. The GVCRP shall include, but is not limited to the following components:

a. Riparian Restoration for Green Valley Creek Corridor for Native Fishery

GVCRP shall include analysis by a qualified fisheries biologist after consultation with the riparian landowners and the Conservation Team, and approved by the GVAC as part of the RMP and as approved by the jurisdictional agency approvals for the Specific Plan. It shall include many the following measures:

- Removal of concrete in Green Valley Creek;
- Re-plant native and insectary vegetation in areas where it is missing or sparse due to invasive species, including at least 100 Valley Elderberry and/or buckeye plants;
- Plant native plants that attract native insects (i.e. buckeye, and the like);
- Subject to the written consent of each landowner as to that landowner's property, restrict access for livestock to Green Valley Creek, as advised by a biologist to manage for steelhead and California Red- Legged Frogs;
- Control of invasive plants and species;
- Improve frequency of primary pools;
- Where possible provide extra cover and pool depth;
- If appropriate install Large Woody Debris (LWD) and shelters;
- If appropriate maintain current LWD, boulders, and other structure-providing features to maintain current stream complexity, pool frequency, and depth;
- Consider alcove project as done on Russian River if advised by fisheries biologist;
- Rehabilitate and enhance floodplain connectivity;
- Improve in-stream conditions for steelhead by increasing LWD frequency and shelter; and
- Increase habitat complexity and improve pool frequency and depth.⁶

Solano County Resource Conservation District (“RCD”) is experienced and an economically efficient resource for riparian restoration for creeks in Solano County. GVAC is encouraged to retain RCD to provide labor and management services for the GVCRP.⁷ Similarly, GVAC is encouraged to obtain certification of its farms from the Fish Friendly Farming Program.⁸

b. California Red-Legged Frog and Removal of their Non-native Predators

In accordance with Mitigation Measures 6-1, 6-8 and 6-11, a qualified Biologist shall survey for CRLF habitat in the Plan area. This survey shall also include a survey for invasive bullfrogs, crayfish and other predators of the CRLF. Where appropriate and feasible, measures to enhance CRLF habitat will be developed and implemented per the advice of Conservation Team and jurisdictional agency approvals.

c. Callippe Silverspot Butterfly, Monarch Butterfly and Establishment of Hedgerows

The Plan area includes observed Callippe Silverspot Butterfly (CSB) habitat per Figure 6.4 of the Specific Plan EIR. In addition, hills in the southwest of the Plan area have a stand of Johnny jump ups (*Viola pendunculata*). This is the host plant for CSB's larva. See Figure 6.4 of the DEIR. The Plan area shall be managed, in part, for the benefit of CSB and other butterflies, such as the Monarch butterfly (*Danaus plexippus*).

The RMP shall include planting native grasses and hedgerows. County shall ensure that at least 750 feet of hedgerow insectaries are established in the Plan area. These hedgerows can serve as part of the buffer between agriculture and open space or development as envisioned in the Specific Plan. In addition, monarch butterflies rely on the milkweed host plant. The Conservation Team, pursuant to the resource agency approvals, will determine areas within the Specific Plan Area to plant native milkweed for the benefit of monarch butterflies.

The planting of hedgerows may be coordinated in consultation with the USDA's Natural Resource Conservation Service.¹⁰ Grants are available for hedgerow planting on farms from USDA-Natural Resources Conservation Service (NRCS).¹¹

In addition to hedgerows, beetle banks provide habitat for predatory and often nocturnal beetles. Beetle banks are beneficial for farming. Beetle banks will be encouraged on agricultural lands and/or at the potential school site.

The farms in the Specific Plan Area shall be encouraged to support Beneficial Insects by using organic practices and by providing shelters for beneficial insects, such as by maintaining stick (prunings) debris and the like on the ground, if it does not pose a disease vector threat. Use of pesticides and insecticides shall be discouraged and prohibited in accordance with county, state and federal regulations.

4. Monitoring and reporting program for the GVCRP

To determine the relative success of the restoration actions, County shall ensure post-project monitoring and reporting shall be a part of the GVCRP. This shall be a monitoring and reporting program ("MMRP") per jurisdictional agency approvals and relevant portions of the Specific Plan EIR.

Post project monitoring of the GVCRP shall be in compliance with the RMP.

ENDNOTES for Attachment A

1 See Green Valley Agricultural Conservancy's mission statement which is, in part, "...protecting the natural diversity overseeing the preservation, monitoring and management of the natural environment and by fostering an appreciation and understanding of the environment." <http://www.gvageconservancy.org>. See also Fish and Game Code §2055, stating, "The Legislature further finds and declares that it is the policy of this state that all state agencies, boards, and commissions shall seek to conserve endangered species and threatened species and shall utilize their authority in furtherance of the purposes of this chapter."

2 For example the Specific Plan states, "RMP will identify and describe specific management, monitoring and mitigation measures that are required to ensure the protection and on-going vitality of the resources consistent with approved project documents." (Draft Specific Plan (2010). p. 4-12).

3 See <https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/plantsanimals/pollinate/>

4 This list provides a guide and a biologist may revise this list as s/he sees fit. Such revision would require a satisfactory explanation to the GVAC as to why a species was added. There shall be a minimum of 10 special status species with a variety of animals (i.e. fish, turtle, frogs, birds, bats, plants and butterflies).

5 For examples of Best Available Science see Guidelines For Salmonid Passage At Stream Crossings:
http://www.westcoast.fisheries.noaa.gov/publications/hydropower/fish_passage_at_stream_crossings_guidance.pdf

See also: California Salmonid Stream Habitat Restoration Manual:
<https://www.dfg.ca.gov/fish/Resources/HabitatManual.asp>

See also: NOAA Fisheries: 5-Year Status Review *April 2016* California:
http://www.westcoast.fisheries.noaa.gov/publications/status_reviews/salmon_steelhead/2016/2016_ccc-steelhead.pdf;
and

See also: CCC steelhead recovery plan:
http://www.westcoast.fisheries.noaa.gov/protected_species/salmon_steelhead/recovery_planning_and_implementation/north_central_california_coast/coastal_multispecies_recovery_plan.html

See also FN 6.

6 Each of these tasks listed here are excerpted from the CCC steelhead recovery actions.
http://www.westcoast.fisheries.noaa.gov/publications/recovery_planning/salmon_steelhead/domains/north_central_california_coast/Final_Materials/ecc_steelhead_recovery_actions_final_2016.xlsx

7 There is a helpful planning guide put out by California Alliance of Family Farmers and Solano County RCD. See:
www.caff.org/wp-content/uploads/2010/07/SolanoConservationManual.pdf

8 See www.fishfriendlyfarming.org

9 For example, Xerces pollinator mix has an approximate cost is \$255/acre + labor). One hedgerow sample planting for year round bloom that is recommended by the local USDA-NRCS includes, but is not limited to: Manzanita, willow, ceanothus, elderberry, toyon, salvia, milkweed, buckwheat, coyote bush.

10 See www.xerces.org/pollinators-california-region/. particularly publications 327A "Conservation Cover, Pollinators and 422A Hedgerow Planting, Pollinators; See also: www.nrcs.usda.gov

11 See www.nrcs.usda.gov

ATTACHMENT B
Text Amendments to the MMRP and related documents

The following are text amendments in track changes to the MMRP (2016).

All text changes are proposed as minor modifications, which are not expected to trigger any additional CEQA review.

Mitigation 3-2 for Impacts to Nighttime Lighting Glare

Mitigation 3-2: To minimize glare and “sky glow” from new outdoor area lighting, prior to County approval of any future plan area subdivision or other discretionary development application that includes exterior lighting, the project applicant/developer shall include in the project application materials lighting design measures that ensure protection of surrounding uses from spillover light and glare, use of low lighting fixtures, use of adequately shielded light sources, use of light sources that provide a natural color rendition, and avoidance of light reflectance off of exterior building walls. County shall ensure that any project level application complies with the Model Lighting Ordinance (2011), as amended (“MLO”); that the MLO Lighting Zone standard, “LZ0” or the equivalent are used for land use designations OL-N, OL-R, AG-WS and AG-P; that the MLO Lighting Zone standard, “LZ1” is used for all other land use designations – AG-R, RF, RM, RN, RC, CS, PS; and that street lights within the Plan Area are limited to only the lights that are shown in Figure 5-82 of the Specific Plan, as amended.

The County shall also require planting of native trees (per Appendix D of the Specific Plan) with a preference for non-deciduous native trees along the north side of the Three Creeks Neighborhood to reduce glare from buildings within the Three Creeks Neighborhood.

Incorporation of these and similar measures by a qualified design professional into the project-specific design would reduce this potential for light and glare impacts to a **less-than-significant level**.

Mitigation 6-1 for General Areawide Impacts on Biological Resources.

Mitigation 6-1. The County shall encourage avoidance, minimization and compensatory mitigation of identified biological resources, including careful consideration by prospective individual project applicants of the biological resource constraint information provided in this EIR during the pre-application project design phase. In addition, prior to County approval of any future plan area subdivision or other discretionary development application, the project proponent shall submit a *biological resources assessment report* prepared by a qualified biologist for County review and approval. The *biological resources assessment report* and shall be in accordance with DFW, CNPS, USFWS, or NOAA/NMFS survey protocols and guidelines. It shall contain a focused evaluation of project-

specific impacts on biological resources, including any protocol level surveys for biological resources that have been performed as may be necessary for temporary and indirect impacts, as well as all related biological impact avoidance, minimization, and compensatory mitigation measures included in the project. If the assessment results in a determination that: (a) no oak woodland area, potentially jurisdictional wetland area, or riparian habitat or other stream features would be affected; and (b) no special-status plant or animal species habitat known to occur or potentially occur on or in the vicinity of the project would be affected; no further mitigation would be necessary. If the assessment results in a determination that one or more of these features would be affected, the assessment shall identify associated avoidance, minimization, and/or compensatory mitigation measures shall be consistent with the requirements of corresponding Mitigation 6-2 through 6-13 which follow in this EIR chapter, as well as all other applicable state and federal laws and regulations.

Prior to project approval, the County shall also confirm that project-level development has received the necessary permits, approvals, and determinations from applicable biological resource agencies as identified under Mitigations 6-2 through 6-13 which follow.

Implementation of these measures would reduce the potential impact to a **less-than-significant level**.

Mitigation 6-4 for Impacts on Riparian Communities.

Mitigation 6-4. Proponents of projects that have been determined through *Mitigation 6-1* (biological resource assessment report) to involve potential impacts on riparian vegetation communities shall:

- (a) contact the California Department of Fish and ~~Game~~ Wildlife (CDFWG) to determine whether a Lake and Streambed Alteration Agreement is necessary; and
- (b.) provide a detailed description of the potential riparian habitat impacts and proposed mitigation program to the Regional Water Quality Control Board (Water Board) as part of the project's Water Quality Certification application.

Final mitigation for direct and permanent impacts on riparian vegetation/habitat would be subject to *jurisdictional agency approval*--i.e., approval by the CDFG and Water Board. (The term "jurisdictional agency" as used throughout the mitigation program description in this EIR chapter refers to the federal and state resource agencies with authority pertaining to the subject impact--i.e., the applicable combination of which may include the USFWS or NOAA, as determined by the U.S. Army Corps of Engineers, the Corps, CDFWG and/or Water Board, based on the jurisdictional authorities described in sections 6.2.2 and 6.2.3 herein.)

Mitigation shall include: (a) preservation of riparian habitat at the jurisdictional agency-established minimum ratio (or a 1:1 ratio, whichever is more), measured by acreage, either onsite or at an approved mitigation bank; and (b) replanting riparian vegetation in preserved riparian areas at the jurisdictional agency-established minimum ratio (or a 1:1 ratio, whichever is more) as measured by acreage, either onsite or at an approved mitigation bank. Temporary impacts on riparian habitat may be mitigated by replanting of riparian vegetation at the jurisdictional agency-established minimum ratio (or a 1:1 ratio, whichever is more). The entire lengths of Hennessey Creek and Green Valley Creek in the Specific Plan area (preserved riparian habitat areas) shall be protected in perpetuity by conservation easements except along road crossings or other areas as may be required to be excluded from the conservation easements by the state and federal agencies.

These easements shall be managed, in part, for wildlife habitat.

New development lot lines and the edges of cultivated agricultural fields in preserved lands shall be set back from preserved riparian corridors by a minimum of 50 feet for tributaries and a minimum of 100 feet from Green Valley Creek and lower Hennessey Creek and may be subject to state or federal agency recommendations.

The potential for introduction of invasive species into riparian communities shall be minimized through use of the planting palettes recommended in the Specific Plan, or a comparable palette approved by the authorized jurisdictional agencies. The use of native plants shall be encouraged. Invasive species shall be discouraged on all conservation easements, including but not limited to tamarisk (*Tamarix ramosissima*) and Russian olive (*Elaeagnus angustifolia*), eucalyptus, giant reed, pepper grass, Himalayan blackberry and palm trees. Conifers and Eucalyptus shall be discouraged.

To provide additional direct mitigation for project impacts on Hennessey Creek riparian vegetation, and potential indirect, in-kind mitigation for riparian impacts elsewhere in the plan area, a *Hennessey Creek conceptual restoration plan* shall be prepared. This conceptual restoration plan shall be prepared to meet all jurisdictional agency requirements prior to final approval of any future plan area subdivision map or other discretionary approval involving direct impacts on Hennessey Creek riparian communities, or impacts on riparian communities elsewhere in the plan area that may be subject to in-kind mitigation. The plan shall identify steps necessary for implementation, including securing funding from the Conservancy or elsewhere as necessary to carry out the plan.

Any future public access trails developed along the riparian corridors of Hennessey and Green Valley Creeks shall be managed to avoid, minimize or mitigate impacts to protected species. Boardwalks and prohibitions on dogs off leash may be required in areas to avoid damage to sensitive vegetation.

Implementation of these measures would reduce the potential impact to a **less-than-significant level**.

Mitigation 6-5 for Impact on Wetlands, Streams, and Ponds.

Mitigation 6-5. Proponents of projects that have been determined through *Mitigation 6-1* (biological resources assessment report) to involve potential impacts on wetlands, streams and ponds shall:

- (a) contact the California Department of Fish and Game-Wildlife(CDFGW) to determine whether a Lake and Streambed Alteration Agreement is necessary; and
- (b) submit a Section 404 permit application to the U.S. Army Corps of Engineers (Corps) and a Water Quality Certification application to the Regional Water Quality Control Board (Water Board). A jurisdictional Section 404 delineation must be approved by the Corps before permits can be issued by the above-listed agencies.

Final mitigation for direct and temporary impacts on wetlands, streams, and ponds shall be subject to the approval of the CDFG and Water Board. Mitigation for direct impacts shall include a minimum of (a) preservation of wetland, stream, and/or pond habitat at the jurisdiction agency-established minimum ratio, measured by acreage, either onsite or at an approved mitigation bank; and (b) creation of wetland, stream, and/or pond habitat in preserved areas at the jurisdiction agency-established minimum ratio, either onsite or at an approved mitigation bank. Onsite preserved habitat areas shall be protected in perpetuity by a conservation easement.

New development lot lines and the edges of cultivated agricultural fields in preserved lands shall be set back from preserved wetlands, streams, and ponds by a minimum of 50 feet from tributaries and a minimum of 100 feet from Green Valley Creek and lower Hennessey Creek.

New and expanded road crossings over streams shall be designed and constructed to minimize disturbance to the stream channel by the use of measures such as clear span bridges or arch span culverts when feasible, and minimizing the number and area of footings placed in and at the margins of stream channels.

The Hennessey Creek conceptual restoration area (see *Mitigation 6-4*) shall be made available to provide for mitigation of direct impacts on Hennessey Creek riparian communities, or potential in-kind mitigation for riparian impacts elsewhere in the plan area.

As indicated in *Mitigation 6-4*, the potential for introduction of invasive species shall be minimized through use of the planting palettes recommended in the Specific Plan, or a comparable palette approved by the authorized jurisdictional

agencies. The use of native plants shall be encouraged.

These measures would reduce the potential impact to a **less-than-significant level**.

Mitigation 6-11 for Impact on California Red-legged Frog and Western Pond Turtle.

Mitigation 6-11. The presence of suitable aquatic and all dispersal habitat for WPT and CRLF shall be evaluated by a qualified biologist as part of the biological resources assessment report required under *Mitigation 6-1*. Projects containing suitable aquatic habitat for WPT and/or CRLF shall provide an analysis of potential impacts, along with avoidance, minimization, and mitigation measures for potential impacts on WPT and/or CRLF. ~~It is recommended that final avoidance, minimization, and mitigation measures shall be developed in consultation with the appropriate agencies and be consistent with the measures outlined in the anticipated set forth in the Solano HCP, as finalized and as may be amended.~~

Direct impacts on WPT and CRLF habitat shall be mitigated through implementation of the mitigation measures described above for wetlands, streams, and ponds (*Mitigation 6-5*). Indirect hydrology and water quality impacts on WPT shall be mitigated through implementation of mitigation measures recommended in chapter 11, Hydrology and Water Quality, of this EIR.

Implementation of these measures, would reduce this potential impact to a less-than-significant level.

~~These measures would reduce the potential impact to a less-than-significant level.~~

Mitigation 6-12 for Impact on Steelhead.

Mitigation 6-12. Central Coast California ("CCC") Steelhead are present in Green Valley Creek. Some have reported observations of Chinook salmon in Green Valley Creek as recently as winter or spring 2016. Utility crossings and new and expanded road crossings over streams shall be designed and constructed to minimize disturbance to the stream channel by using measures such as clear span bridges or arch span culverts when feasible, and by minimizing the number and area of footings placed in and at the margins of stream channels.

Appropriate construction Best Management Practices (BMPs) such as those recommended in this EIR or in the anticipated Solano HCP to minimize impacts on Steelhead shall also be implemented. Design and minimization measures are subject to approval, and may change, based on consultation with the National Marine Fisheries Service (NMFS).

Riparian vegetation mitigation measures outlined in *Mitigation 6-4* shall also be implemented to reduce impacts on riparian vegetation that may affect Steelhead. Mitigation measures for stormwater quality and quantity identified recommended in chapter 11, Hydrology and Water Quality, of this EIR shall be implemented to minimize indirect impacts on Steelhead from stormwater and water quality changes due to construction.

County shall ensure monitoring of Green Valley Creek consistent with the GVRCP. A qualified fisheries biologist shall monitor the Creek for managing species that it determines reside in the creek, which may include wild steelhead. The monitoring may include data and analysis of temperature, water flow, and water quality surveys (i.e. data pH, conductivity, sedimentation and dissolved oxygen) as determined by the biologist. These types of measurements shall be done as recommended by a qualified fisheries biologist that specializes in salmonids. County shall ensure that these measurements are ongoing and a part of an adaptive management plan for salmonids.

Best Available Science shows harm to salmonids (and amphibians) from various known chemicals. Accordingly, County shall encourage a no spray zone for chemicals known to be problematic for salmonids and/or amphibians for at least 1,000 feet from any creek, stockpond, or wetland in the Plan area for the following chemicals:

chlorpyrifos, diazinon, malathion, carbaryl, carbofuran, methomyl, bensulide, dimethoate, ethroprop, methidathion, naled, phorate, phosmet, 2,4-D, chlorothalonil, diuron, oryzalin, pendimethalin, and trifluralin, 1,3-D (Telone), Bromoxynil (Bronate), Diflubenzuron (Dimilin), Fenbutatin-oxide (Vendex/Promite), Prometryn (Caparol/Vegetable Pro), Propargite (Comite/Omite), Racemic metholachlor (Me-Too-Lachlor, Parallel, Stalwart, acephate, azinphos-methyl, carbaryl, dicofol, disulfoton, endosulfan, esfenvalerate, fenamiphos, glyphosate, malathion, mancozeb, methamidophos, methoprene naled paraquat, permethrin, phosmet, polycyclic aromatic hydrocarbons, pyrethrins, rotenone, strychnine, triclopyr and trifluralin.

Organic agriculture practices in accordance with USDA standards shall be encouraged.

Implementation of these measures would reduce the potential impact to a **less-than-significant level**.

Impact 6-13 for Impact on Wildlife Habitat Corridors and Linkages.

Mitigation 6-13. The Solano HCP identifies wildlife habitat corridors and linkages in the Plan area. As part of the *biological resources assessment report* required under *Mitigation 6-1*, each project undertaken pursuant to the Specific

Plan shall include avoidance, minimization and/or mitigation measures for potential impacts on wildlife corridors. Measures may vary based on project location, project design, and habitat types present.

Project-level developments shall maintain the limits of development specified in the Specific Plan to provide adequate buffers for habitat corridors in consultation with state and federal listing agencies. Stream setbacks specified in *Mitigation 6-4*, as may be modified after consultation with the state and federal listing agencies, shall be implemented to maintain adequate corridor widths in riparian areas to allow for movement of wildlife.

Implementation of these measures would reduce the potential impact to a **less-than-significant level.**

ATTACHMENT C

Educational Components

This educational component includes a panel to be placed in the Specific Plan area and two other signs that simply identify Green Valley Creek, such as on the bridges on Mangels Boulevard Bridge and Rockville Road.

a. GVAC website

The GVAC website shall include a section or area containing information (which may include links) to inform the public of the wildlife in the area, along with references to GVAC projects, such as the GVCRP. Additionally, the GVAC shall provide information regarding applications for design review, and design review approvals.

b. Panels and signs

Three signs shall be installed within approximately 6 months of a building permit for construction of any structure within the Specific Plan.

Educational Panel #1:

One sign, approximately 3' x 4' shall be installed at a prominent location in the Specific Plan area, at the discretion of the landowners or organization it appoints such as the GVAC. An example of a possible location for this panel is at the new Farm Stand.

The educational panel shall describe and depict protected species in the area, including but not limited to steelhead, Western Pond Turtle and the California red-legged frog. The sign shall describe steelhead migration, their statewide decline, their listing under the ESA, and what is being done in the Green Valley watershed to help bring them back from the brink of extinction or prevent extinction. An example of the type of finished panel is the several panels at the City of Fairfield's Dunnell Park, located at 3151 Hilborn Avenue. The Real Parties in Interest shall fund this sign. County shall install and maintain the sign, unless otherwise agreed by County and real parties.

Signs #2 and #3:

Two additional and smaller signs (each approximately 1.5' x 1' each) shall be located where the roads cross the Creek and shall state the name, "Green Valley Creek" and may be located within the Specific Plan boundaries.. An example of this type of sign is Napa County's brown and tan signs at Creek crossings in Suisun Valley. The County shall fund these signs. County agrees to install and maintain these 2 signs at its own cost.

GVAC is encouraged to install at least 2 additional educational panels at the two trailheads per the Specific Plan educating the public about local wildlife.

To the extent that the Conservancy maintains an Office it should also provide easy public access to local wildlife issues and education, such as by having pictures of the local species, along with identifying threats to it.