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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

Case No. 2:16-cv-01498-KJM-DB

UNITED STATES OF AMERICA,
Plaintiff,
v.
ROGER J. LAPANT, JR.,
Defendant.

**CONSENT DECREE AND SETTLEMENT
BETWEEN THE UNITED STATES AND
ROGER J. LAPANT, JR.**

1 This Consent Decree and Settlement is between Plaintiff United States of America
2 (“Plaintiff” or “United States”), on the one hand, and Defendant Roger J. LaPant, Jr.
3 (“Defendant” or “Mr. LaPant”), on the other.¹ (*See infra* Paragraph 9 for definitions of “Consent
4 Decree,” its “Effective Date,” the “Parties” to this Consent Decree, and other relevant
5 definitions.)

6 **RECITALS**

7 WHEREAS the United States has filed a Complaint in this action alleging that Mr.
8 LaPant, Goose Pond Ag, Inc., and Farmland Management Services violated the Clean Water Act
9 (“CWA”) section 301(a), 33 U.S.C. § 1311(a);

10 WHEREAS the United States alleges in the Complaint:

- 11 • in the first count, that Mr. LaPant’s alleged CWA violations resulted from
12 operations occurring between approximately July, 2011, and March, 2012, on real
13 property (“Tehama North Site”) near Ohm Road, Paskenta Road, and the main
14 stem of Coyote Creek in Tehama County, California;
- 15 • in the second count, that Goose Pond Ag, Inc.’s and Farmland Management
16 Services’ alleged CWA violations resulted from operations beginning
17 approximately November, 2012, on the Tehama North Site;
- 18 • that each set of operations resulted in the unauthorized discharge of dredged or fill
19 material into “waters of the United States” that are hydrologically and
20 ecologically connected to Coyote Creek and the Sacramento River; and
- 21 • the United States requests that the Court award injunctive relief and civil
22 penalties;

23 WHEREAS on June 10, 2019, the Court entered a Consent Decree between the United
24 States, on the one hand, and Goose Pond Ag, Inc. and Farmland Management Services, on the
25 other (ECF No. 106), which resolved the Complaint as to those defendants;

26
27
28 ¹ On November 15, 2019, the Court approved the United States’ and Mr. LaPant’s stipulation to delete “J&J Farms” as a separate, named defendant (ECF No. 111).

1 WHEREAS Mr. LaPant filed an Answer to the United States' Complaint (ECF No. 18).

2 WHEREAS Mr. LaPant denies any and all liability to the United States arising out of the
3 transactions or occurrences alleged in the Complaint;

4 WHEREAS, during discovery, Mr. LaPant submitted evidence to the United States
5 regarding limits to his ability to pay and cash flow;

6 WHEREAS the Parties recognize that this Consent Decree has been negotiated in good
7 faith and will avoid further litigation among the Parties, and the Court by approving and entering
8 this Consent Decree finds that it is fair, reasonable, and in the public interest; and

9 THEREFORE, before the taking of any trial testimony, and without the adjudication or
10 admission of any issue of fact or law except as provided in Section I of this Consent Decree, and
11 with the consent of the Parties by their authorized representatives, it is hereby ORDERED,
12 ADJUDGED and DECREED as follows:

13 **I. JURISDICTION, VENUE, AND SUFFICIENCY OF COMPLAINT**

14 1. This Court has jurisdiction over the subject matter of the Complaint pursuant to at
15 least 28 U.S.C. §§ 1331 and 1345.

16 2. Venue is proper in the Eastern District of California pursuant to CWA section
17 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c).

18 3. For purposes of this Consent Decree, including any related enforcement action
19 arising under this Consent Decree, Mr. LaPant consents to personal jurisdiction and venue.

20 4. For purposes of this Consent Decree, including any action to enforce this Consent
21 Decree, the Parties agree (without Mr. LaPant admitting any liability), and the Court finds, that
22 the Complaint states claims upon which relief sufficient to grant relief pursuant to CWA sections
23 301(a) and 309(d), 33 U.S.C. §§ 1311(a) and 1319(d).

24 **II. APPLICABILITY**

25 5. This Consent Decree applies to and is binding upon the United States, and it also
26 applies to and is binding upon Mr. LaPant and any agents, successors, assigns, or other persons
27 otherwise bound by law whether or not such person has notice of this Consent Decree.
28

1 430-017-000, 028-430-018-000, and 028-270-007-000. The Bangor Site is shown in Appendix
2 A (pages marked A-1 and A-2) to this Consent Decree, which is attached hereto.

3 c. “**Bangor Conservation Reserve**” shall mean an area of approximately
4 204 acres within the Bangor Site as shown in Appendix A.

5 d. “**Complaint**” shall mean the complaint filed by the United States in this
6 action on June 30, 2016 (ECF No. 1).

7 e. “**Complete Information**” shall mean all information relevant to the
8 matter at hand, as determined by the Corps, which may be informed by the Corps’ list of
9 information relevant to, as applicable, an individual permit application, pre-construction notice,
10 letter of permission, or aquatic resource delineation reports. *See, e.g.,*

11 [https://www.spk.usace.army.mil/Portals/12/documents/regulatory/pdf/LOP-procedures9-16-
12 2013FINAL\(rev\).pdf](https://www.spk.usace.army.mil/Portals/12/documents/regulatory/pdf/LOP-procedures9-16-2013FINAL(rev).pdf);

13 https://www.spk.usace.army.mil/Portals/12/documents/regulatory/pdf/IP_Info.pdf;

14 [https://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2017_nwps/Information_
15 Needed_for_Complete_PCN_CA_NV_UT.pdf?ver=2017-03-27-131306-060](https://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2017_nwps/Information_Needed_for_Complete_PCN_CA_NV_UT.pdf?ver=2017-03-27-131306-060);

16 [https://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2017_nwps/SPD_NWP_
17 PCN_with_SPK_Attachment_3_CA%20FINAL.pdf?ver=2017-09-06-172225-737](https://www.spk.usace.army.mil/Portals/12/documents/regulatory/nwp/2017_nwps/SPD_NWP_PCN_with_SPK_Attachment_3_CA%20FINAL.pdf?ver=2017-09-06-172225-737);

18 [https://www.spk.usace.army.mil/Portals/12/documents/regulatory/jd/minimum-
19 standards/Minimum_Standards_for_Delineation_with_Template-final.pdf](https://www.spk.usace.army.mil/Portals/12/documents/regulatory/jd/minimum-standards/Minimum_Standards_for_Delineation_with_Template-final.pdf);

20 [https://www.spd.usace.army.mil/Missions/Regulatory/Public-Notices-and-
21 References/Article/651327/updated-map-and-drawing-standards/](https://www.spd.usace.army.mil/Missions/Regulatory/Public-Notices-and-References/Article/651327/updated-map-and-drawing-standards/).

22 f. “**Consent Decree**” shall mean the present document, including the version
23 that the United States has lodged with the Court containing only the Parties’ signatures, as well
24 as the subsequent version that the Clerk of the Court files containing the Court’s signature (upon
25 the Court’s approval and entry of the Consent Decree). To the extent that this Consent Decree
26 also constitutes or contains a Settlement Agreement and Release, it shall be so construed.
27
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1 g. **“Corps”** shall mean the United States Army Corps of Engineers and any
2 of its successor departments or agencies. Unless the context shows otherwise, all references to
3 the United States herein shall include the Corps.

4 h. **“Day,”** whether or not capitalized, shall mean a calendar day unless
5 expressly stated to be a business day. In computing any period of time under this Consent
6 Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall
7 run until the close of business of the next business day.

8 i. **“Effective Date”** shall mean the date on which this Consent Decree is
9 approved and entered by the Court.

10 j. **“Parties”** shall mean the United States and Roger J. LaPant, Jr.

11 k. **“Rawson Road Site”** shall mean the real property, currently owned or
12 controlled by Mr. LaPant, comprising approximately nine hundred and forty four (944) acres and
13 located in Tehama County, California, west of Interstate Highway 5, north of Gyle Road, and
14 south of Redding, California. The Rawson Road Site is generally bounded on the east by
15 Rawson Road and Tehama Avenue to the north and McClure Creek and Elder Creek are north
16 and south of the Rawson Road Site respectively. The Rawson Road Site is currently associated
17 with Assessor Parcel Numbers 063-170-027-000, 063-170-025-000, 063-170-002-000, 063-170-
18 028, and 063-170-026-000. The Rawson Road Site is shown on Appendix C to this Consent
19 Decree, which is attached hereto.

20 l. **“Rawson Road Conservation Reserve”** shall mean an area of
21 approximately 243.32 acres within the Rawson Road Site that is shown on Appendix C. In
22 addition to a map, Appendix C contains a legal description of the Rawson Road Conservation
23 Reserve.

24 m. **“Tehama North Site”** shall mean the real property, previously but not
25 currently owned or controlled by Mr. LaPant, comprising approximately one thousand five
26 hundred five (1,505) acres and located in rural Tehama County, California, just south of the city
27 of Red Bluff and due west of Interstate Five (5). The Tehama North Site is generally bounded
28 on the north by Ohm Road (which may also be known as Rawson Avenue), on the south by the

1 main stem of Coyote Creek, on the west by Paskenta Road, and on the east by Rawson Road. As
2 of September 2018, the Tehama North Site is associated with Assessor Parcel Numbers 037-020-
3 01, -03, -04, -023, -024, -025, and -026. The Tehama North Site is labeled as such on Appendix
4 1 to the Consent Decree between the United States, Goose Pond Ag, Inc. and Farmland
5 Management Services (ECF No. 106).

6 **IV. SCOPE, EFFECT, AND RESERVATION OF RIGHTS**

7 10. This Consent Decree resolves and shall constitute a complete and final settlement
8 of the civil claims of the United States alleged in the first count of the Complaint, subject to Mr.
9 LaPant's compliance with this Consent Decree.

10 11. Further, the United States covenants not to take civil judicial or administrative
11 enforcement action alleging violations of the CWA section 404 program, 33 U.S.C. § 1344,
12 against Mr. LaPant with respect to any discharges of dredged or fill material to waters of the
13 United States that he has, as of the Effective Date of this Consent Decree, made on the Rawson
14 Road Site. This covenant does not alter or diminish Mr. LaPant's obligation to comply with this
15 Consent Decree. Although Mr. LaPant denies any CWA liability arising out of his activities on
16 the Rawson Road Site, and the United States preserves its position that Mr. LaPant's activities on
17 the Rawson Road Site may have resulted in CWA violations and were not exempt under CWA
18 section 404, the Parties have entered into this Consent Decree and to avoid the time, expense,
19 and uncertainty of any litigation involving alleged violations of the CWA section 404 program,
20 33 U.S.C. § 1344, with respect to such potential claims. Mr. LaPant represents and warrants that
21 his activities on the Rawson Road Site have not changed, and will not change, in any material
22 way since December 11, 2018, through the Effective Date of this Consent Decree. For example,
23 Mr. LaPant represents and warrants that he has used only the same or substantially similar
24 equipment in any given location that he had used in such location prior to December 11, 2018.
25 Mr. LaPant acknowledges that the United States is relying on his representation and warranty,
26 and if subsequently discovered evidence demonstrates the inaccuracy of his representation and
27 warranty, it shall be treated as non-compliance with this Consent Decree.

1 12. It is the express purpose of the Parties in entering this Consent Decree to further
2 the objectives set forth in CWA section 101, 33 U.S.C. § 1251.

3 13. This Consent Decree is not and shall not be interpreted to be a permit, or
4 modification of any permit, under any federal, state, or local laws or regulations. Mr. LaPant is
5 responsible for compliance with all applicable federal, state, and local laws, regulations, and
6 permits; and Mr. LaPant's compliance with this Consent Decree shall be no defense to any action
7 commenced pursuant to any such laws, regulations, or permits, except as set forth in this Consent
8 Decree. Further, in any future CWA permit application, Mr. LaPant may not rely upon any
9 provision in this Consent Decree (e.g., the preservation and compensatory mitigation obligations
10 of this Consent Decree) as part of any future avoidance and minimization measures
11 demonstration or part of any future compensatory mitigation proposal.

12 14. Nothing in this Consent Decree shall limit the ability of the Corps to issue,
13 modify, suspend, revoke, or deny any individual permit or any nationwide or regional general
14 permit under CWA section 404, 33 U.S.C. § 1344, nor shall this Consent Decree limit the United
15 States Environmental Protection Agency's ability to exercise its authority pursuant to CWA
16 section 404(c), 33 U.S.C. § 1344(c). Further, except for the terms of this Consent Decree related
17 to the Bangor Conservation Reserve or the Rawson Road Conservation Reserve, nothing in this
18 Consent Decree shall limit Mr. LaPant's ability to apply for and be granted any individual permit
19 or to invoke any applicable nationwide or regional general permit under CWA section 404, 33
20 U.S.C. § 1344.

21 15. The United States reserves all legal and equitable rights and remedies available to
22 enforce this Consent Decree and applicable law, except as expressly stated in Paragraphs 10 and
23 11 of this Consent Decree. By the same token, Mr. LaPant reserves all legal and equitable rights
24 and remedies in defending against claims of noncompliance with this Consent Decree, except as
25 expressly stated in Paragraphs 10 and 11 of this Consent Decree. This Consent Decree shall not
26 be construed to limit the rights of the United States to obtain remedies under the CWA or its
27 implementing regulations, or under other federal laws, regulations, or permit conditions, except
28 as expressly specified in Paragraphs 10 and 11 of this Consent Decree. And similarly, this

1 Consent Decree shall not be construed to limit the rights of Mr. LaPant in defending against such
2 exercise by the United States, except as expressly stated in Paragraphs 10 and 11 of this Consent
3 Decree.

4 **V. REMEDIAL PROVISIONS**

5 **A. CIVIL PENALTY**

6 16. Within one hundred eighty (180) Days of the Effective Date of this Consent
7 Decree, Mr. LaPant shall pay a civil penalty to the United States in the amount of two hundred
8 fifty thousand dollars (\$250,000).

9 17. Payment to the United States shall be made in accordance with written
10 instructions to be provided to Mr. LaPant by the United States Department of Justice following
11 entry of this Consent Decree. Promptly upon payment, Mr. LaPant shall provide written notice
12 thereof to the United States at the addresses specified in Section XI of this Consent Decree.

13 18. Mr. LaPant shall not deduct any penalties paid under this Consent Decree
14 pursuant to this Section or Section X in calculating any federal income tax owed.

15 **B. INJUNCTIVE RELIEF**

16 19. Preservation of Aquatic Resources and Buffers.

17 a. Permanent Preservation of the Rawson Road Conservation Reserve. Mr.
18 LaPant and his agents, successors, and assigns and all persons having actual or constructive
19 notice of this Consent Decree are permanently enjoined from disturbing, and shall not disturb,
20 the Rawson Road Conservation Reserves by any dredging, filling, land clearing, tillage, farming
21 activities (including the preparation, maintenance, or operation of areas for the production of
22 crops or trees), construction work, earthmoving activities, or any pollutant discharge. (The
23 foregoing are but examples of prohibited disturbance, and these examples may be overlapping in
24 their meaning.)

25 i. Notwithstanding Paragraph 19.a., this Consent Decree does not
26 prohibit Mr. LaPant (or his agents, successors, and assigns) from using the Rawson Road
27 Conservation Reserve for lawful hunting activities and moderate non-irrigated cattle grazing and
28 the following associated activities: above-ground, non-toxic measures to control for weeds,

1 pests, and invasive species; cattle corrals, for loading and unloading cattle outside of aquatic
2 areas; use of gates, fencing, and earthen farm roads that currently exist in the Rawson Road
3 Conservation Reserve; and construction of a firebreak, if required by State or County
4 government or by insurance carrier, outside of aquatic areas. Nor does this Consent Decree
5 prohibit Mr. LaPant from using the Rawson Road Conservation Reserve for additional activities
6 associated with and necessary to conduct moderate non-irrigated cattle grazing (such as
7 installation and/or maintenance of T-posts or similar fencing, installation of above-ground water
8 sources, and placement of additional earthen access roads for ingress and egress to/from cattle
9 corrals), provided that Mr. LaPant first submits a plan with Complete Information about the
10 intended additional activities, including their location and impact if any on aquatic areas, to the
11 Corps for its review and approval, which approval shall not be unreasonably withheld. If
12 disputes arise, Mr. LaPant shall refrain from initiating or conducting any of the intended
13 additional activities until after the completion of any judicial review (or other binding resolution
14 of the dispute).

15 ii. Notwithstanding Paragraph 19.a., Mr. LaPant may install an
16 irrigation pipeline system through activities consistent with, and in the locations as shown in,
17 Appendix B to this Consent Decree, which is attached hereto. The mere installation of the
18 irrigation pipeline system (or other activities, as noted below in subparagraphs iii through v)
19 shall not be construed as any kind of position by the United States regarding whether future
20 activities associated with this system (other than its installation in accordance with Appendix B)
21 comply with this Consent Decree.

22 iii. Notwithstanding Paragraph 19.a., this Consent Decree does not
23 prohibit Mr. LaPant (or his agents, successors, and assigns) from conducting minimally intrusive
24 and routine or minor maintenance and repairs of the roads, pipeline, and other supporting
25 infrastructure for the irrigation system, provided that none of those activities occurs in any
26 aquatic area (including, but not limited to, all areas shown in Appendix B where the pipeline will
27 be elevated above the surface of the ground).

1 iv. Notwithstanding Paragraph 19.a., this Consent Decree does not
2 prohibit Mr. LaPant (or his agents, successors, and assigns) from conducting other minimally
3 intrusive (but not routine or minor) maintenance and repairs of the roads, pipeline, and other
4 supporting infrastructure for the irrigation system, necessary major maintenance and repairs of
5 the roads, pipeline, and other supporting infrastructure for the irrigation system, provided that
6 Mr. LaPant first submits a plan with Complete Information about the intended additional
7 activities, including a demonstration of their necessity, location, and impact if any on aquatic
8 areas, to the Corps for its review and approval, which approval shall not be unreasonably
9 withheld. If disputes arise, Mr. LaPant shall refrain from initiating or conducting any of the
10 intended additional activities until after the completion of any judicial review (or other binding
11 resolution of the dispute).

12 v. Notwithstanding Paragraph 19.a., this Consent Decree does not
13 prohibit Mr. LaPant (or his agents, successors, and assigns) from establishing overhead power
14 access for the pump station that is shown on Appendix B, provided that Mr. LaPant first submits
15 a plan with Complete Information about the intended additional activities, including a
16 demonstration of their necessity, location, and impact if any on aquatic areas, to the Corps for its
17 review and approval, which approval shall not be unreasonably withheld. If disputes arise, Mr.
18 LaPant shall refrain from initiating or conducting any of the intended additional activities until
19 after the completion of any judicial review (or other binding resolution of the dispute).

20 b. Long-term Preservation of the Bangor Conservation Reserve. Mr. LaPant
21 and his agents, successors, and assigns and all persons having actual or constructive notice of
22 this Consent Decree are enjoined for a period of twenty (20) years from the Effective Date of this
23 Consent Decree from disturbing, and shall not disturb, the Bangor Conservation Reserve by any
24 dredging, filling, land clearing, tillage, farming activities (including the preparation,
25 maintenance, or operation of areas for the production of crops or trees), construction work,
26 earthmoving activities, or any pollutant discharge. (The foregoing are but examples of
27 prohibited disturbance, and these examples may be overlapping in their meaning.)
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1 i. Notwithstanding Paragraph 19.b., this Consent Decree does not
2 prohibit Mr. LaPant (or his agents, successors, and assigns) from using the Bangor Conservation
3 Reserve for lawful hunting activities and moderate non-irrigated cattle grazing and the following
4 associated activities: above-ground, non-toxic measures to control for weeds, pests, and invasive
5 species; cattle corrals, for loading and unloading cattle outside of aquatic areas; use of gates,
6 fencing, and earthen farm roads that currently exist in the Bangor Conservation Reserve; and
7 construction of a firebreak, if required by State or County government or by insurance carrier,
8 outside of aquatic areas. Nor does this Consent Decree prohibit Mr. LaPant from using the
9 Bangor Conservation Reserve for additional activities associated with and necessary to conduct
10 moderate non-irrigated cattle grazing (such as installation and/or maintenance of T-posts or
11 similar fencing, installation of above-ground water sources, and placement of additional earthen
12 access roads for ingress and egress to/from cattle corrals), provided that Mr. LaPant first submits
13 a plan with Complete Information about the intended additional activities, including their
14 location and impact if any on aquatic areas, to the Corps for its review and approval, which
15 approval shall not be unreasonably withheld. If disputes arise, Mr. LaPant shall refrain from
16 initiating or conducting any of the intended additional activities until after the completion of any
17 judicial review (or other binding resolution of the dispute).

18 20. Restrictions regarding Property Transfers. The obligations and rights of
19 Paragraph 19 of this Consent Decree shall run with the land and bind Mr. LaPant's successors
20 and assigns and any person with actual or constructive notice of them, and shall be enforceable
21 by the United States (by any appropriate legal proceeding, including but not limited to
22 enforcement of this Consent Decree). No transfer of ownership or control of (or transfer of any
23 less-than-fee-simple interest in) the Rawson Road Conservation Reserve or the Bangor
24 Conservation Reserve; any portion of either Conservation Reserve; the Rawson Road Site or the
25 Bangor Site; or any portion of the Rawson Road Site or Bangor Site shall relieve Mr. LaPant of
26 any of his obligations in this Consent Decree. As a condition of any such transfer, Mr. LaPant
27 shall reserve all rights necessary for him to comply with this Consent Decree. At the time of
28 such transfer, Mr. LaPant shall provide a copy of this Consent Decree to the transferee, shall

1 obtain the transferee's acknowledgement thereof, and shall provide written notice of the transfer
2 and a copy of such acknowledgement to the United States at the addresses specified in Section
3 XI of this Consent Decree. Any attempted or actual transfer of property without complying with
4 this Paragraph constitutes a violation of this Consent Decree. If disputes arise, Mr. LaPant shall
5 refrain from attempting to transfer or transferring the property until after the completion of any
6 judicial review (or other binding resolution of the dispute).

7 21. Recording of Deed Restrictions. Within fifteen (15) Days of the Effective Date of
8 this Consent Decree, Mr. LaPant shall finalize and record the draft deed restrictions for the
9 Rawson Road Conservation Reserve and the Bangor Conservation Reserve, which include, *inter*
10 *alia*, legal descriptions and professional surveys of the Conservation Reserve boundaries. The
11 draft deed restriction for the Rawson Road Conservation Reserve is Appendix D to this Consent
12 Decree, which is attached hereto. The draft deed restriction for the Bangor Conservation
13 Reserve is Appendix E to this Consent Decree, which is attached hereto. The final and recorded
14 deed restriction for the Rawson Road Conservation Reserve shall have the objective of
15 preserving the Rawson Road Conservation Reserve in perpetuity as a purely natural area
16 consistent with Paragraphs 19 and 20 of this Consent Decree, and it shall provide the United
17 States with enforcement rights. The final and recorded deed restriction for the Bangor
18 Conservation Reserve shall have the objective of preserving the Bangor Conservation Reserve
19 for a period of twenty (20) years from the Effective Date of this Consent Decree as a purely
20 natural area consistent with Paragraphs 19 and 20 of this Consent Decree, and it shall provide the
21 United States with enforcement rights for a period of twenty (20) years. Within fifteen (15)
22 Days of finalization and recording of the deed restrictions, Mr. LaPant shall provide written
23 notice to the United States of such recording, along with a true and correct copy of the recorded
24 instruments, at the addresses specified in Section XI of this Consent Decree. Each deed, title,
25 conservation easement, or other instrument conveying an interest in the Rawson Road
26 Conservation Reserve shall reference its deed restriction. For a period of twenty (20) years from
27 the Effective Date of this Consent Decree, each deed, title, conservation easement, or other
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1 instrument conveying an interest in the Bangor Conservation Reserve shall reference the
2 recorded location of its deed restriction.

3 22. Use of the Balance of the Rawson Road Site.

4 a. From the Effective Date of this Consent Decree until its Termination in
5 accordance with Paragraph 54 of this Consent Decree, except as provided in subparagraphs b
6 through g below in this Paragraph (Paragraph 22), Mr. LaPant and his agents, successors, and
7 assigns shall, before initiating or conducting any dredging, filling, land clearing, tillage, farming
8 activities, construction work, earthmoving activities, or any pollutant-discharge activities in the
9 Balance of the Rawson Road Site, comply with this “preclearance” provision. This means that
10 Mr. LaPant shall provide written notification and Complete Information to the Corps regarding
11 the proposed activities (including their impacts to putative waters of the United States) and shall
12 obtain from the Corps: (1) a written determination that no CWA section 404 permit is required
13 for the proposed activities; or (2) a written verification of the applicability of a nationwide or
14 regional CWA section 404 permit; or (3) an individual CWA section 404 permit. If disputes
15 arise, Mr. LaPant shall refrain from initiating or conducting any of the proposed activities until
16 after the completion of any judicial review (or other binding resolution of the dispute).

17 b. This Consent Decree does not prohibit Mr. LaPant (and his agents,
18 successors, and assigns) from undertaking lawful hunting activities and moderate non-irrigated
19 cattle grazing and the following associated activities in the Balance of the Rawson Road Site:
20 above-ground, non-toxic measures to control for weeds, pests, and invasive species; cattle
21 corrals, for loading and unloading cattle outside of aquatic areas; use of gates, fencing, and
22 earthen farm roads that currently exist in the Balance of the Rawson Road Site; and construction
23 of a firebreak, if required by State or County government or by insurance carrier, outside of
24 aquatic areas. So long as Mr. LaPant does nothing more than undertake the foregoing activities
25 in the Balance of the Rawson Road Site, subparagraph a (preclearance), above, shall not apply.
26 This Consent Decree also does not prohibit Mr. LaPant from using the Balance of the Rawson
27 Road Site for additional activities associated with and necessary to conduct moderate non-
28 irrigated cattle grazing (such as installation and/or maintenance of T-posts or similar fencing,

1 placement of above-ground water sources, and placement of earthen access roads for ingress and
2 egress to/from cattle corrals), provided that Mr. LaPant first submits a plan with Complete
3 Information about the intended additional activities, including their location and impact if any on
4 aquatic areas, to the Corps for its review and approval, which approval shall not be unreasonably
5 withheld. If disputes arise, Mr. LaPant shall refrain from initiating or conducting any of the
6 proposed activities until after the completion of any judicial review (or other binding resolution
7 of the dispute).

8 c. This Consent Decree does not prohibit Mr. LaPant (and his agents,
9 successors, and assigns) from continuing to cultivate the almond and walnut orchard currently
10 planted in the portion of the Balance of the Rawson Road Site as indicated on Appendix F to this
11 Consent Decree, which is attached hereto. "Cultivate" for purposes of this subparagraph
12 includes only fertilization, pollination, irrigation, harvesting, minor smoothing of the existing
13 orchard floor with a homemade floater or small scrape box to facilitate almond and walnut
14 collection, pruning, crop protection, removing and replacing nonproducing, diseased, or
15 damaged trees, and other similar activities reasonably related to producing an annual almond and
16 walnut crop from the orchard. "Cultivate" for purposes of this subparagraph does not include:
17 (1) land leveling (with laser technology or otherwise) or similar earth-moving activities that alter
18 topography and hydrology; (2) operation of a slip plow or other deep-ripping equipment; or (3)
19 redistribution of earthen materials (beyond minor smoothing of the existing orchard floor to
20 facilitate almond and walnut collection) by blading, grading, or other means in fill in any area of
21 waters of the United States. Mr. LaPant represents and warrants that the almond and walnut
22 orchard as indicated on Appendix F has not been expanded since December 11, 2018. Mr.
23 LaPant acknowledges that the United States is relying on his representation and warranty, and if
24 subsequently discovered evidence demonstrates the inaccuracy of his representation and
25 warranty, it shall be treated as non-compliance with this Consent Decree. So long as Mr. LaPant
26 does nothing more than cultivate the almond and walnut orchard currently planted in the Balance
27 of the Rawson Road Site as indicated on Appendix F, subparagraph a (preclearance), above,
28 shall not apply. However, if and to the extent that Mr. LaPant wishes to expand the acreage of

1 the almond and walnut orchard outside the boundary indicated on Appendix F, subparagraph a
2 (preclearance), above, shall apply. Similarly, if and to the extent that Mr. LaPant wishes to
3 engage in activities that are not cultivating as defined above, subparagraph a (preclearance),
4 above, shall apply.

5 d. This Consent Decree does not prohibit Mr. LaPant (and his agents,
6 successors, and assigns) from continuing to farm dryland (i.e., non-irrigated) wheat in the portion
7 of the Balance of the Rawson Road Site as indicated on Appendix F to this Consent Decree,
8 which is attached hereto. "Farm dryland wheat" for purposes of this subparagraph includes only:
9 the preparing the soil for the planting of dryland wheat crop; the sowing of seeds and placement
10 of seedlings to produce dryland wheat crop; harrowing; crop protection; removal of dryland
11 wheat crop; baling; stacking; and similar activities reasonably related to producing a dryland
12 wheat crop. "Farm dryland wheat" for purposes of this subparagraph does not include: (1)
13 activities that are intended to immediately or gradually convert an area toward an orchard use;
14 (2) land leveling (with laser technology or otherwise) or similar earth-moving activities that alter
15 topography and hydrology; (3) activities that constitute or could reasonably be found to
16 constitute ripping or deep ripping; or (4) redistribution of earthen materials by blading, grading,
17 or other means to fill in any area of waters of the United States. Mr. LaPant represents and
18 warrants that the dryland wheat area as indicated on Appendix F has not been expanded since
19 December 11, 2018. Mr. LaPant acknowledges that the United States is relying on his
20 representation and warranty, and if subsequently discovered evidence demonstrates the
21 inaccuracy of his representation and warranty, it shall be treated as non-compliance with this
22 Consent Decree. So long as Mr. LaPant does nothing more than continue to farm dryland wheat
23 in the area of the Balance of the Rawson Road Site as indicated on Appendix F, subparagraph a
24 (preclearance), above, shall not apply. However, if and to the extent that Mr. LaPant wishes to
25 expand the acreage of the dryland wheat area outside the boundary indicated on Appendix F,
26 subparagraph a of Paragraph 22 (preclearance), above, shall apply. Similarly, if and to the extent
27 that Mr. LaPant wishes to engage in activities that are not farming dryland wheat as defined
28 above in the area indicated on Appendix F, subparagraph a (preclearance), above, shall apply.

1 e. Subparagraph a (preclearance), above, shall not apply to the following
2 features shown on Appendix F: “Home,” “Equipment Storage,” and “Pump House-Container
3 Parts.”

4 f. Subparagraph a (preclearance), above, shall not apply to Mr. LaPant’s
5 installation of an irrigation pipeline system consistent with, and in the locations as shown in,
6 Appendix B to this Consent Decree.²

7 g. At any time after the Effective Date of this Consent Decree, Mr. LaPant
8 and his agents, successors, and assigns may, with respect to the Balance of the Rawson Road Site
9 only (i.e., not the Rawson Road Conservation Reserve or the Bangor Conservation Reserve),
10 seek from the Corps a CWA jurisdictional determination (which may include a wetland
11 delineation). If Mr. LaPant does so, he shall provide Complete Information to the Corps. In
12 making such jurisdictional determination, the Corps shall apply the then-applicable definition of
13 “waters of the United States” and shall otherwise act in accordance with then-governing law
14 Further, the Corps shall not unreasonably delay or withhold completion of its determination,
15 Upon receipt of a final CWA jurisdictional determination from the Corps, and the completion of
16 any judicial review, Mr. LaPant and his agents, successors, and assigns may conduct any
17 activities in the Balance of the Rawson Road Site that are otherwise consistent with then-
18 governing law in areas determined by such jurisdictional determination (as may be modified on
19 judicial review thereof) not to be “waters of the United States.” Further, as to those areas (i.e.,
20 areas within the Balance of the Rawson Site determined by such final jurisdictional
21 determination not to be “waters of the United States”), Paragraph 22.a. through 22.d. above shall
22 cease being applicable to those non-jurisdictional areas within the Balance of the Rawson Road
23 Site.

24 23. Compensatory Mitigation.

25
26
27
28 ² New farming operations in the Balance of Rawson Road Site shall be subject to all terms and
conditions of this Consent Decree.

1 a. Within sixty (60) Days of the Effective Date of this Consent Decree, Mr.
2 LaPant shall purchase a total of ten (10) credits from the Dove Ridge Conservation Bank.
3 Within fourteen (14) Days of the said purchase, Mr. LaPant shall present written proof of said
4 purchase, along with a written verification of same by the Dove Ridge Conservation Bank, to the
5 United States at the addresses specified in Section XI of this Consent Decree.

6 b. Within one hundred eighty (180) Days of the Effective Date of this
7 Consent Decree, Mr. LaPant shall submit to the Corps for its review and approval, which shall
8 not be unreasonably withheld, a written proposal for the expenditure of one hundred thousand
9 dollars (\$100,000) to purchase vernal pool establishment, re-establishment, or rehabilitation
10 credits from one or more Corps-approved mitigation banks that serve the area encompassing the
11 Tehama North Site. To the extent that insufficient credits exist at such local banks, Mr. LaPant
12 may propose to expend the remaining funds to purchase vernal pool establishment, re-
13 establishment, or rehabilitation credits (or their functional equivalent) from nearby Corps-
14 approved mitigation banks or from the National Fish and Wildlife Foundation's In Lieu Fee
15 Program for the Northwestern Sacramento Valley Vernal Pool Service Area.

16 c. Within thirty (30) Days of the Corps' approval of the written proposal
17 required by subsection (b) above, Mr. LaPant shall effect off-site compensatory mitigation by
18 completing the total expenditure of no more and no less than one hundred thousand dollars
19 (\$100,000) in accordance with the Corps' approval under Paragraph 23.b. above, and by
20 providing written proof of such purchase to the United States at the addresses specified in
21 Section XI of this Consent Decree.

22 **VI. SUBMISSIONS**

23 24. As provided in this Consent Decree, following its Effective Date, Mr. LaPant is
24 required to provide certain submissions to the United States, such as compensatory mitigation as
25 set forth in Paragraphs 23.a. and 23.b. above. For these and any other submissions to the United
26 States required of Mr. LaPant under this Consent Decree, Mr. LaPant shall include a certification
27 to the effect of the following: "I certify under penalty of law that this document and all
28 attachments were prepared under my direction or supervision in accordance with a system

1 designed to assure that qualified personnel properly gather and evaluate the information
2 submitted. Based on my inquiry of the person or persons who manage the system, or those
3 persons directly responsible for gathering the information, the information submitted is, to the
4 best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge
5 that the information submitted is other than true, accurate, and complete. I am aware that there
6 are significant penalties for submitting false information, including the possibility of fine and
7 imprisonment for knowing violations.”

8 25. The notification or submission requirements of this Consent Decree do not relieve
9 Mr. LaPant of any reporting obligations otherwise required by federal, state, or local law,
10 regulation, permit, or other requirement.

11 26. Any information provided by or on behalf of any party pursuant to this Consent
12 Decree may be used by the United States in any proceeding to enforce the provisions of this
13 Consent Decree and as otherwise permitted by law.

14 **VII. RETENTION OF RECORDS AND ACCESS**

15 27. Through the termination of this Consent Decree pursuant to Paragraph 54 below,
16 Mr. LaPant shall retain, and shall instruct his contractors, consultants, and other agents to
17 preserve, all non-identical copies of all documents, records, or other information (including
18 electronically stored information) in their or their contractors’ or other agents’ possession or
19 control, or that come into their contractors’ or other agents’ possession or control, and that relate
20 in any manner to Mr. LaPant’s performance of his obligations under this Consent Decree. At
21 any time during this information-retention period, upon request by the United States, Mr. LaPant
22 shall provide copies of any documents, records, or other information required to be maintained
23 under this Paragraph. If Mr. LaPant asserts that any information is protected from disclosure
24 under any privilege or protection recognized by federal law, and the United States disputes such
25 assertion, the dispute may be resolved in accordance with Section VIII of this Consent Decree.
26 As noted at the outset of this Paragraph, this record retention obligation terminates with the
27 Consent Decree. Upon a showing of good cause, and prior to the Termination Date (Paragraph
28 54), the United States may apply to the Court to extend the records retention period.

1 28. Subject to Paragraphs 54 and 55 of this Consent Decree, the United States,
2 including its contractors and/or consultants, shall have the right to access the Bangor
3 Conservation Reserve, the Rawson Road Conservation Reserve, and the Balance of the Rawson
4 Road Site, with reasonable advance written notice, in order to assess compliance with this
5 Consent Decree, including (a) assessing aquatic areas and upland buffers; (b) verifying any data
6 or information submitted by or on behalf of Mr. LaPant; and (c) obtaining evidence (e.g.,
7 photographs and soil samples with hand augers). If the United States wishes its access to last for
8 more than two consecutive days, or if the United States wishes to use mechanized equipment
9 (rather than just hand augers) during its access, the United States must seek and obtain either Mr.
10 LaPant’s written consent or, if contested, leave of Court with a showing of good cause. Nothing
11 in this Consent Decree is intended to alter otherwise governing law of premises liability.

12 29. This Consent Decree in no way limits or affects the United States’ or the Corps’
13 otherwise existing rights of entry and inspection or any right to obtain information under
14 applicable law, nor does it limit or affect any otherwise existing duty or obligation of Mr. LaPant
15 to maintain documents, records, or other information. Likewise, Mr. LaPant reserves all rights to
16 object to such entries and inspections.

17 **VIII. DISPUTE RESOLUTION**

18 30. Unless otherwise expressly provided for in this Consent Decree, the Parties shall
19 attempt to resolve any and all disputes arising under or with respect to this Consent Decree
20 through the dispute resolution procedures of this Section (“Dispute Resolution”).

21 31. A dispute shall be considered to have arisen when a written Notice of Dispute is
22 transmitted to the opposing party at the addresses specified in Section XI. Such Notice of
23 Dispute shall state clearly the matter in dispute.

24 32. If after 30 Days of transmittal of the Notice of Dispute, the complainant concludes
25 that the Parties have reached an impasse, then the complainant may seek resolution of the dispute
26 by the Court. The Parties may continue to attempt to resolve the Notice of Dispute while the
27 matter is pending before the Court. Although “the Court” for purposes of this Consent Decree
28 means The Honorable Kimberly J. Mueller or any subsequently-assigned United States District

1 Judge, the Parties consent to Dispute Resolution by United States Magistrate Judge Kendall J.
2 Newman, given his familiarity with this matter, if and to the extent that he is available and
3 willing to adjudicate any given dispute when it is presented. If Judge Newman is not available
4 and willing to adjudicate any given dispute when it is presented, Dispute Resolution would be
5 handled by Chief Judge Mueller or any subsequently-assigned United States District Judge.

6 33. The invocation of Dispute Resolution procedures under this Section shall not, by
7 itself, extend, postpone, or affect in any way any obligation of Mr. LaPant under this Consent
8 Decree, unless and until final resolution of the dispute so provides. Stipulated penalties and
9 interest, if applicable to the disputed matter, shall continue to accrue from the first Day of
10 violation, but payment shall be stayed pending resolution of the dispute as provided in Section X
11 of this Consent Decree. If Mr. LaPant does not prevail on the disputed issue, stipulated penalties
12 and interest, if applicable, shall be assessed and paid as provided in Section X of this Consent
13 Decree. If determined by the Court that Mr. LaPant did not violate the Consent Decree, no
14 penalty or interest shall be assessed under Section X of this Consent Decree.

15 **IX. FORCE MAJEURE**

16 34. “Force majeure,” for purposes of this Consent Decree, is defined as any event
17 arising from causes beyond the control of Mr. LaPant, of any person controlled by Mr. LaPant,
18 or of Mr. LaPant’s contractors or consultants that delays or prevents the performance of any
19 obligation under this Consent Decree despite Mr. LaPant’s best efforts to fulfill the obligation.

20 35. If any event occurs or has occurred that may delay the performance of any
21 obligation under this Consent Decree, whether or not caused by a force majeure event, Mr.
22 LaPant shall provide notice to the United States, at the addresses specified in Section XI, within
23 a reasonable time after Mr. LaPant first knows or should know that the event might cause a
24 delay. Mr. LaPant shall also provide an explanation and description of the reasons for the delay;
25 the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the
26 delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay
27 or the effect of the delay; Mr. LaPant’s rationale for attributing such delay to a force majeure
28 event if he intends to assert such a defense; and a statement as to whether, in the opinion of Mr.

1 LaPant, such event may cause or contribute to an endangerment to public health, welfare or the
2 environment. Mr. LaPant shall include with any written notice required by this Section all
3 relevant documentation.

4 36. If the United States agrees in writing that the delay or anticipated delay is
5 attributable to a force majeure event, the time for performance of the obligations under this
6 Consent Decree that are affected by the force majeure event may be extended for such additional
7 time as may be necessary to complete those obligations under the circumstances.

8 37. If the United States does not agree that the delay or anticipated delay has been or
9 will be caused by a force majeure event, or does not agree to the extension of time sought by Mr.
10 LaPant, then Mr. LaPant may invoke Dispute Resolution procedures under Section VIII of this
11 Consent Decree.

12 38. If Mr. LaPant invokes Dispute Resolution procedures under Section VIII of this
13 Consent Decree and in doing so, invokes the provisions of Section IX. (Force Majeure), he shall
14 have the burden of demonstrating that the delay or anticipated delay has been or will be caused
15 by a force majeure event; the number of Days of delay or anticipated delay that was or will be
16 caused by such force majeure event; that the duration of the delay or the extension sought was or
17 will be warranted under the circumstances; that he could not have foreseen and prevented such
18 delay; that he exercised best efforts to prevent, avoid, minimize and mitigate the delay and its
19 effects; and that he complied with the requirements of this Section.

20 **X. STIPULATED PENALTIES**

21 39. Mr. LaPant shall be liable for stipulated penalties to the United States for non-
22 compliance with (violations of) this Consent Decree in accordance with this Section, unless
23 excused under Section IX (Force Majeure). A violation includes but is not limited to failing to
24 perform any obligation required by this Consent Decree within the specified time schedules
25 established by or approved under this Consent Decree.

26 40. Stipulated penalties shall accrue for violations of Paragraph 16 of this Consent
27 Decree (Civil Penalty) and Paragraph 23 of this Consent Decree (Compensatory Mitigation) in
28 the amount of five hundred dollars (\$500) per Day for each Day that the violation persists.

1 Stipulated penalties shall accrue for violations of Paragraph 19 of this Consent Decree
2 (Preservation of Aquatic Resources and Buffers, i.e., the Bangor Conservation Reserve and the
3 Rawson Road Conservation Reserve) and Paragraph 21 of this Consent Decree (timely recording
4 deed restrictions for the Bangor Conservation Reserve and the Rawson Road Conservation
5 Reserve) in the amount of one thousand dollars (\$1,000) per Day for each Day that the violation
6 persists.

7 41. For all other violations of this Consent Decree (i.e., not the violations addressed
8 by Paragraph 40, above), there shall be no stipulated penalties until after the United States
9 provides thirty (30) days written notice, which shall include a description of the alleged
10 violation(s) and the action(s) required to cure the violation(s). If Mr. LaPant timely cures the
11 violation(s), no stipulated penalty shall be assessed. But violations that are not cured within
12 thirty (30) Days of the date of notice shall result in a stipulated penalty of seven hundred fifty
13 dollars (\$750) per Day for each Day that the violation persists.

14 42. Except as provided in this Section, Mr. LaPant shall pay any stipulated penalty
15 within thirty (30) Days of receiving the United States' written demand. Mr. LaPant shall make
16 any such payment in accordance with written instructions to be provided by the United States.
17 Upon such payment, Mr. LaPant shall provide written notice thereof to the United States at the
18 addresses specified in Section XI of this Consent Decree.

19 43. The United States may, in the unreviewable exercise of its discretion, reduce or
20 waive stipulated penalties otherwise due it under this Consent Decree.

21 44. Any disputes concerning the amount of stipulated penalties or the underlying
22 violation that gives rise to the assessment of stipulated penalties are subject to the Dispute
23 Resolution provisions of Section VIII. Stipulated penalties disputed by Mr. LaPant and any
24 applicable interest shall continue to accrue as provided in this Consent Decree, but need not be
25 paid until the following:

26 a. If the dispute is resolved by agreement between the Parties, Mr. LaPant
27 shall pay the amount due under such agreement, together with any applicable interest, to the
28 United States within thirty (30) Days of the effective date of the agreement.

1 b. If the dispute is taken to this Court, Mr. LaPant shall pay all accrued
2 penalties determined by the Court to be owing, together with any applicable interest, to the
3 United States within thirty (30) Days of receiving the Court’s decision, except as provided by
4 Court order.

5 c. If any party appeals the Court’s decision, Mr. LaPant shall pay all accrued
6 penalties determined to be owing, together with any applicable interest, to the United States
7 within fifteen (15) Days of receiving the final appellate decision.

8 45. If Mr. LaPant fails to pay stipulated penalties according to the terms of this
9 Consent Decree, he shall be liable for interest on such penalties, as provided for in 28 U.S.C.
10 § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be
11 construed to limit the United States from seeking any remedy otherwise provided by law for Mr.
12 LaPant’s failure to pay any stipulated penalties.

13 46. The payment of stipulated penalties and interest, if any, shall not alter in any way
14 Mr. LaPant’s obligation to complete performance of the requirements of this Consent Decree.

15 47. Stipulated penalties are not the United States’ exclusive remedy for violations of
16 this Consent Decree. Subject to the provisions of Section IV, the United States expressly
17 reserves the right to seek any other relief it deems appropriate for Mr. LaPant’s violation of this
18 Consent Decree or applicable law, including but not limited to an action against Mr. LaPant for
19 statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt.
20 However, the amount of any statutory penalty assessed for a violation of this Consent Decree
21 shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid
22 pursuant to this Consent Decree.

23 **XI. NOTICES AND COMMUNICATIONS**

24 48. All notices and communications required under this Consent Decree shall be
25 made to the Parties through each of the following persons and addresses:

26 a. **TO THE UNITED STATES:**

27 i. **TO THE DEPARTMENT OF JUSTICE:**

28 **LETITIA A. GRISHAW**
Chief, Environmental Defense Section

1 ANDREW J. DOYLE
JOHN THOMAS H. DO
2 ANDREW S. COGHLAN
United States Department of Justice
3 Environment and Natural Resources Division
P.O. Box 7611
4 Washington, DC 20044
andrew.doyle@usdoj.gov
5 john.do@usdoj.gov
andrew.coghlan@usdoj.gov
6 DJ # 90-5-1-1-20800

7 ii. TO THE CORPS:

8 A.L. FAUSTINO
District Counsel
9 U.S. Army Corps of Engineers
Sacramento District
10 1325 J Street, Room 1440
Sacramento, CA 95814
11 Al.Faustino@usace.army.mil
12 Lisa.H.Clay@usace.army.mil

13 AND

14 MICHAEL S. JEWELL
Chief, Regulatory Division
15 U.S. Army Corps of Engineers
Sacramento District
16 1325 J Street, Room 1440
17 Sacramento, CA 95814
18 Michael.S.Jewell@usace.army.mil

19 b. TO MR. LAPANT:

20 THERESE Y. CANNATA
21 MARK P. FICKES
ZACHARY E. COLBETH
22 Cannata, O'Toole, Fickes & Olson LLP
23 100 Pine Street, Suite 350
San Francisco, California 94111
24 Tel: 415.409.8900 Fax: 415.409.8904
25 Email: tcannata@cofolaw.com

26 49. Any Party may, by written notice to the Parties, change its designated notice
27 recipient or notice address provided above.
28

1 50. Notices submitted pursuant to this Section shall be deemed submitted upon e-
2 mailing and conventional or courier mailing, unless otherwise provided in this Consent Decree or
3 by mutual agreement of the Parties in writing.

4 **XII. COSTS OF SUIT**

5 51. The Parties shall bear their own costs of this action, including attorneys' fees,
6 except that the United States shall be entitled to collect the costs (including reasonable attorneys'
7 fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated
8 penalties due but not paid by Mr. LaPant.

9 **XIII. PUBLIC PARTICIPATION**

10 52. This Consent Decree shall be lodged with the Court for a period of not less than
11 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States
12 reserves the right to withdraw or withhold its consent if the comments regarding the Consent
13 Decree disclose facts or considerations indicating that the Consent Decree is inappropriate,
14 improper, or inadequate. Mr. LaPant consents to entry of this Consent Decree without further
15 notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to
16 challenge any provision of the Decree, unless the United States has notified Mr. LaPant in
17 writing that it no longer supports entry of the Decree.

18 **XIV. MODIFICATION**

19 53. The terms of this Consent Decree may be modified only by a subsequent written
20 agreement signed by all the Parties. Where the modification constitutes a material change to any
21 term of this Consent Decree, it shall be effective only upon the Court's approval.

22 **XV. TERMINATION**

23 54. Except as set forth in Paragraph 55 below, this Consent Decree terminates six (6)
24 years following the Effective Date, unless at that time Mr. LaPant is out of compliance with any
25 provision, in which case the Consent Decree does not terminate until Mr. LaPant achieves
26 compliance. .

27 55. Irrespective of Paragraph 54 above, termination of this Consent Decree as a
28 general matter does not extinguish any part of the Rawson Road Conservation Reserve and/or

1 the Bangor Conservation Reserve, which may be enforced by the United States, through this
2 Consent Decree, administrative proceedings, or court actions. Further, the United States,
3 subject to the terms and conditions set forth in Paragraph 28 herein, shall have a continued right
4 of access to the Rawson Road Conservation Reserve and /or Bangor Conservation Reserve.
5 Accordingly, the Parties consent and agree that the Court retains jurisdiction under the Consent
6 Decree (before and following termination) for enforcement of the Rawson Road Conservation
7 Reserve and/or the Bangor Conservation Reserve.

8 **XVI. SIGNATURES/SERVICE**

9 56. Undersigned representative of the United States Department of Justice certifies
10 that he or she is fully authorized to enter into the terms and conditions of this Consent Decree
11 and to execute and legally bind the party he represents to this document.

12 57. This Consent Decree may be signed in counterparts, such counterpart signature
13 pages shall be given full force and effect, and its validity shall not be challenged on that basis.

14 **XVII. INTEGRATION**

15 58. This Consent Decree constitutes the final, complete, and exclusive agreement and
16 understanding among the Parties with respect to the settlement embodied in the Consent Decree
17 and supersedes any prior agreements and understandings, whether oral or written, concerning the
18 settlement embodied herein. Other than Appendices hereto and modifications made effective in
19 accordance with Section XV of this Consent Decree, the Parties acknowledge that there are no
20 representations, agreements, or understandings relating to the settlement other than those
21 expressly contained in this Consent Decree.

22 **XVIII. FINAL JUDGMENT AND RETENTION OF JURISDICTION**

23 59. Upon its approval and entry by the Court, this Consent Decree shall constitute a
24 final judgment of the Court as between the United States and Mr. LaPant. The Parties waive any
25 rights to appeal such final judgment. Further, upon this Consent Decree's approval and entry,
26 the Parties' cross motions for summary judgment (ECF Nos. 113 & 121) shall be deemed denied
27 as moot.
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JONATHAN D. BRIGHTBILL
Acting Assistant Attorney General
ERIC GRANT
Deputy Assistant Attorney General

Dated: January 19, 2021



ANDREW J. DOYLE
JOHN THOMAS H. DO
ANDREW S. COGHLAN
United States Department of Justice
Environmental and Natural Resources Division
P.O. Box 7611
Washington, DC 20044
Telephone: (202) 514-4427 (Doyle)
andrew.doyle@usdoj.gov

Attorneys for the United States

1 Dated: Dec 30, 2020


ROGER J. LAPANT, JR.

2
3 *Approved as to form*

4 

5 _____
THERESE Y. CANNATA
MARK P. FICKES
ZACH E. COLBETH
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100 Pine Street, Suite 350
San Francisco, CA 94111
Telephone: (415) 409-8900
tcannata@cofolaw.com

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10 *Attorneys for Roger J. LaPant, Jr.*

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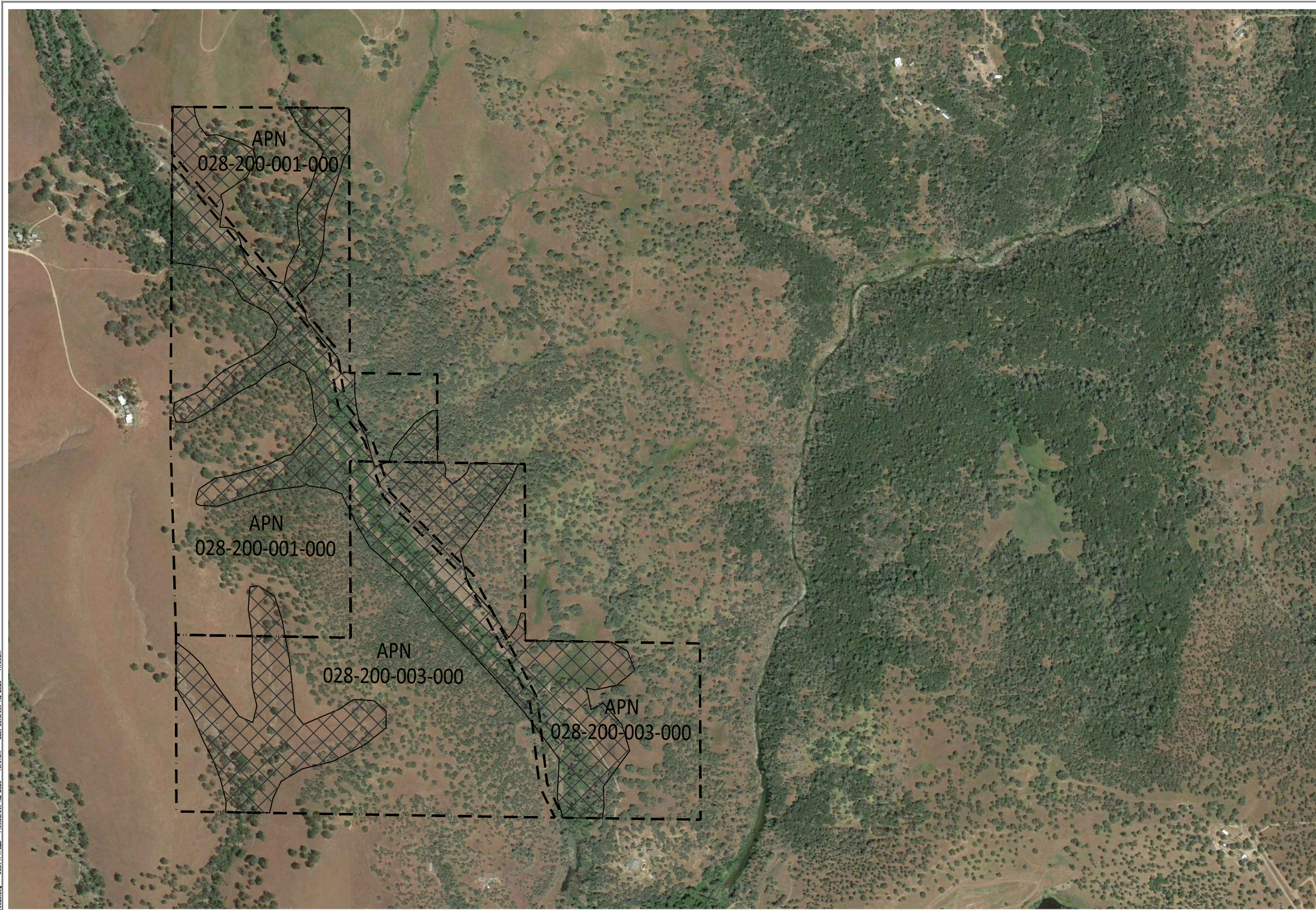
IT IS SO ORDERED

Dated, entered, and made effective this 30th day of June, 2021.





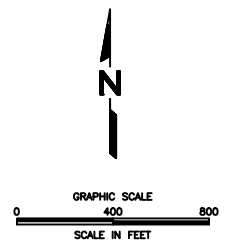
CHIEF UNITED STATES DISTRICT JUDGE

APPENDIX A



LEGEND

-  CONSERVATION RESERVE
-  PROPERTY BOUNDARY

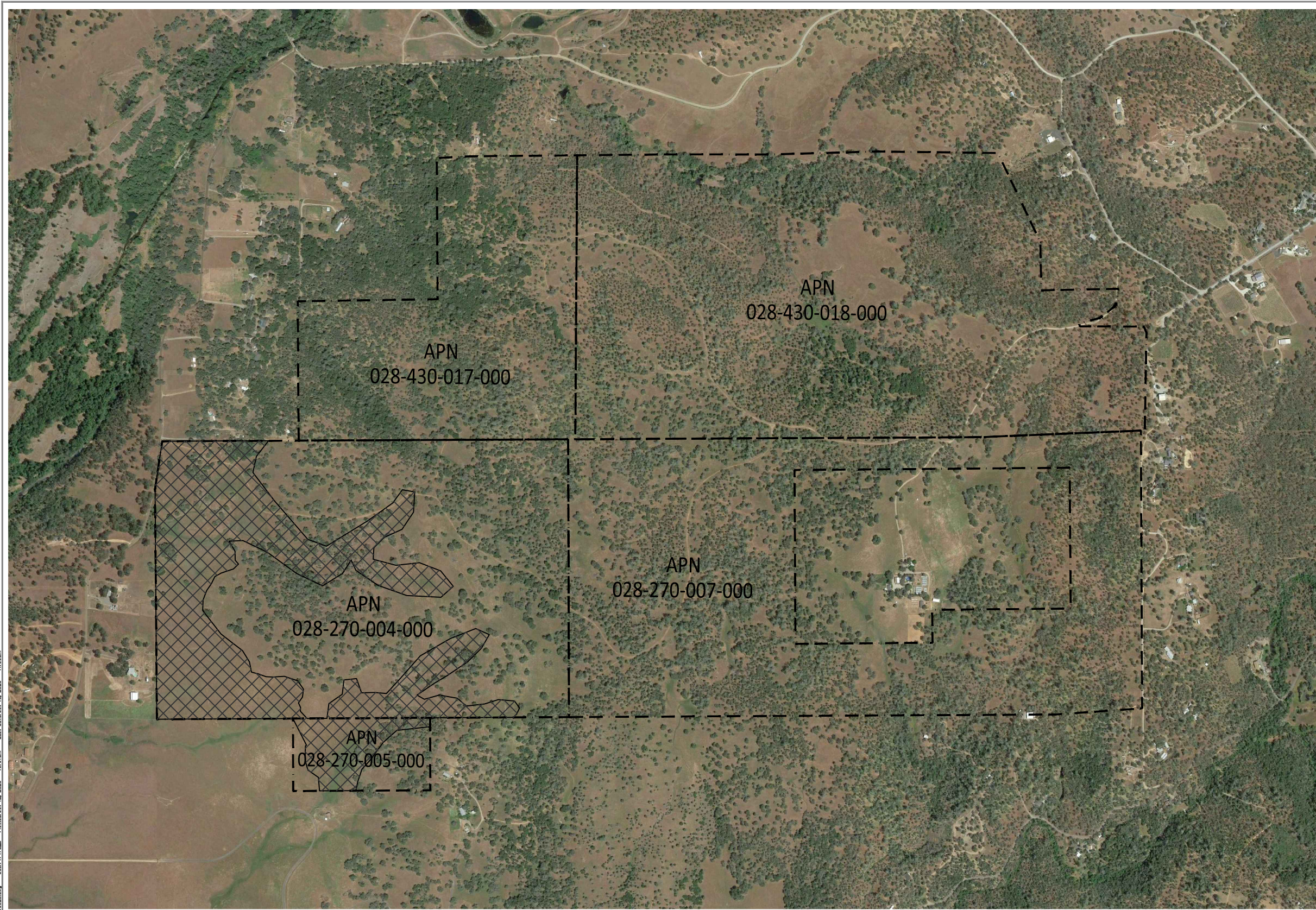


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SITE FEATURES ARE APPROXIMATE: NOT A PRODUCT OF SURVEY.
 SOURCE OF BASE MAP: GOOGLE EARTH PROFESSIONAL IMAGE ©2020

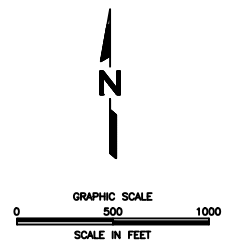
SCS ENGINEERS		
ENVIRONMENTAL CONSULTANTS		
3843 BRICKWAY BOULEVARD SUITE 208 SANTA ROSA, CALIFORNIA PH. (707) 546-9461 FAX. (707) 544-5769		
PROJ. NO.	DWN. BY:	ACAD FILE:
01216337.00	AAS	LaPlant_Banfor
DATE:	CHK. BY:	APP. BY:
10/12/2020	PAW	PAW

SHEET TITLE:	CONSERVATION RESERVE AREA
PROJECT TITLE:	BANGOR, CA
SCALE:	
1"=800'	
APPENDIX:	
A-1	



LEGEND

-  CONSERVATION RESERVE
-  PROPERTY BOUNDARY



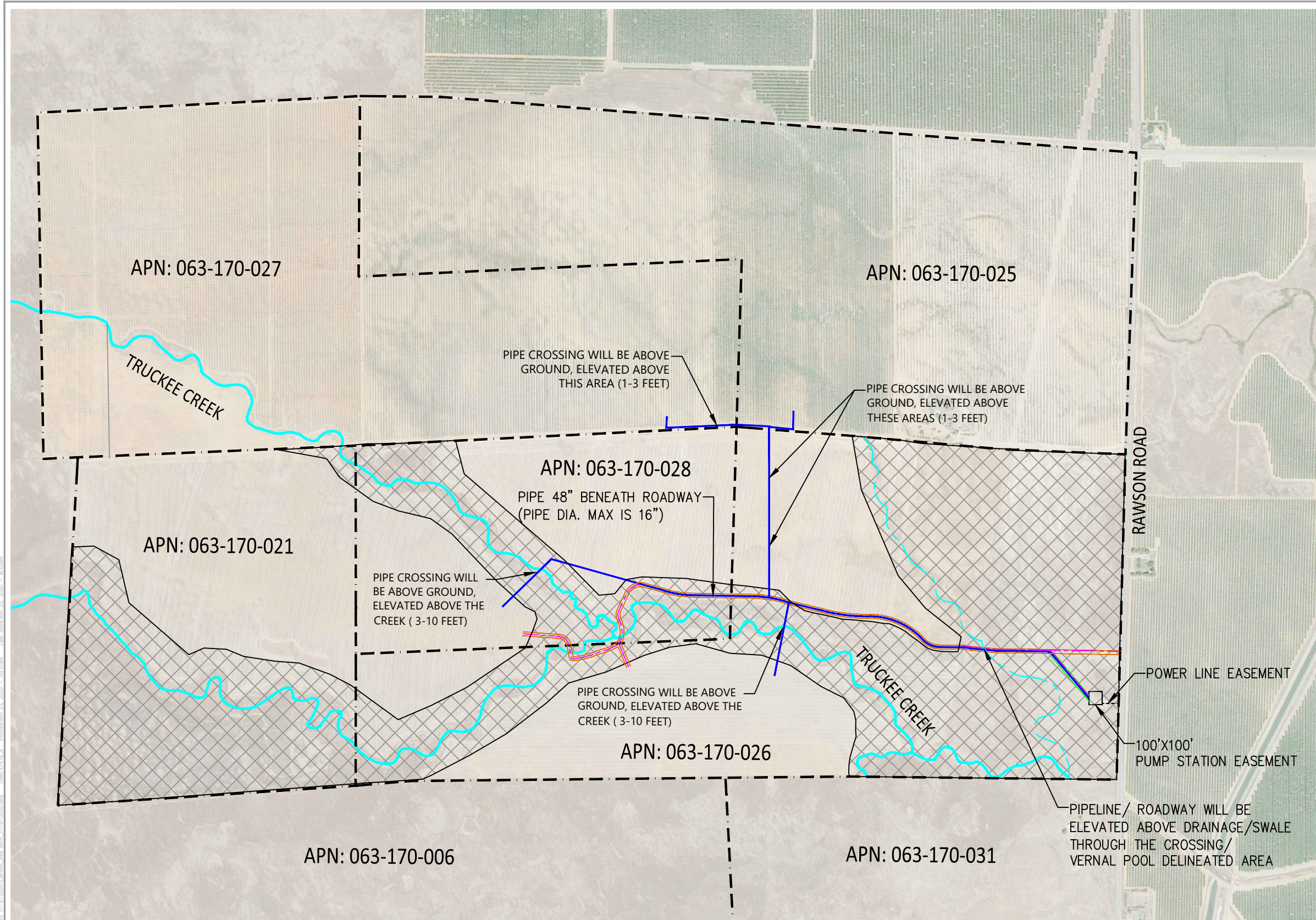
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SITE FEATURES ARE APPROXIMATE: NOT A PRODUCT OF SURVEY.
 SOURCE OF BASE MAP: GOOGLE EARTH PROFESSIONAL IMAGE ©2020









SCS ENGINEERS		
ENVIRONMENTAL CONSULTANTS		
3843 BRICKWAY BOULEVARD SUITE 208 SANTA ROSA, CALIFORNIA PH. (707) 546-9461 FAX. (707) 544-5769		
PROJ. NO.	01216337.00	DWN. BY: AAS
DATE:	10/12/2020	CHK. BY: PAW
ACAD FILE:	LaPlant_Banfor	
APP. BY:	PAW	

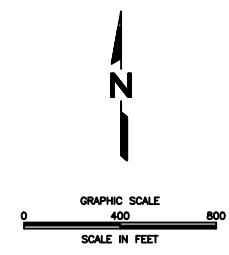
SHEET TITLE:	CONSERVATION RESERVE AREA	SCALE:
PROJECT TITLE:	BANGOR, CA	1"=1000'
		APPENDIX:
		A-2

APPENDIX B



LEGEND

-  CONSERVATION RESERVE
-  CREEK
-  PROPERTY BOUNDARY
-  INTERMITTENT DRAINAGE/SWALE
-  EXISTING FARM ROAD
-  UNDERGROUND IRRIGATION PIPE ALIGNMENT
-  PROPOSED ROAD EASEMENT
-  OVERHEAD POWER LINE



NOTE:
PIPELINE WILL BE BACKFILLED WITH CLAY BLOCKS TO PREVENT THE CREATION OF A FRENCH DRAIN AT ALL CROSSINGS OF WETLANDS AND WATERS.

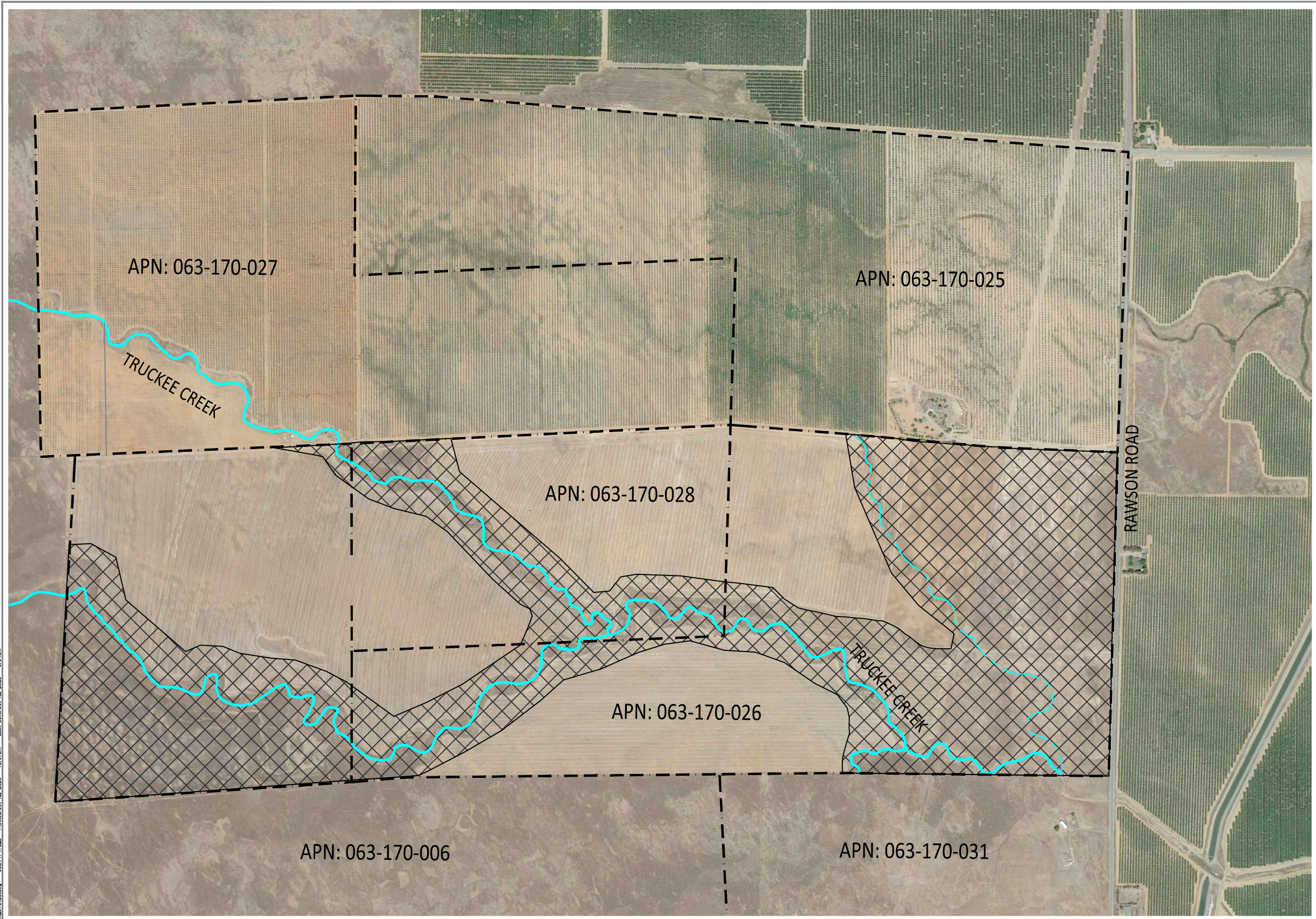
SITE FEATURES ARE APPROXIMATE: NOT A PRODUCT OF SURVEY.
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3843 BRICKWAY BOULEVARD SUITE 208
SANTA ROSA, CALIFORNIA
PH. (707) 546-9461 FAX. (707) 544-5769





PROJ. NO. 01216337.00	DWN. BY: AAS	ACAD FILE: LaPlant_Red Bluff
DATE: 11/23/2020	CHK. BY: PAW	APP. BY: PAW

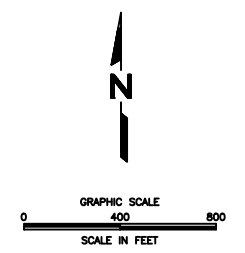
SHEET TITLE: PROPOSED IRRIGATION SYSTEM	SCALE: 1"=800'
PROJECT TITLE: APN: 063-170-026 RAWSON ROAD, RED BLUFF, CA	APPENDIX: B

APPENDIX C



LEGEND

-  CONSERVATION RESERVE
-  CREEK
-  PROPERTY BOUNDARY
-  INTERMITTENT DRAINAGE/SWALE



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SITE FEATURES ARE APPROXIMATE: NOT A PRODUCT OF SURVEY.
SOURCE OF BASE MAP: GOOGLE EARTH PROFESSIONAL IMAGE ©2020

SCS ENGINEERS
 ENVIRONMENTAL CONSULTANTS
 3843 BRICKWAY BOULEVARD SUITE 208
 SANTA ROSA, CALIFORNIA
 PH. (707) 546-9461 FAX. (707) 544-5769

PROJ. NO. 01216337.00	DWN. BY: AAS	ACAD FILE: LaPlant_Red Bluff
DATE: 10/12/2020	CHK. BY: PAW	APP. BY: PAW

SHEET TITLE:	CONSERVATION RESERVE AREA	SCALE:	1"=800'
PROJECT TITLE:	APN: 063-170-026 RAWSON ROAD, RED BLUFF, CA	APPENDIX:	C

Exhibit "A"
Legal Description of Rawson Road Conservation Reserve

All that certain real property situate in the County of Tehama, State of California described as follows:

A portion of Southwest quarter of Section 17 and the South half of Section 18, Township 25 North, Range 3 West, Mount Diablo Meridian lying in the unincorporated territory of Tehama County, State of California, according to the Record of Survey recorded on December 14, 1993 in the office of the Recorder of the County of Tehama, State of California, in Book X of Maps, page 133, more particularly described as follows:

BEGINNING at the southeast corner of said Section 18;

THENCE North 0°38'44" West, along the west line of said Section 18, a distance of 1,948.45 feet;

THENCE leaving said west line, North 87°58'22" East, a distance of 333.46 feet;

THENCE South 60°56'51" East, a distance of 200.21 feet;

THENCE South 12°45'19" East, a distance of 332.96 feet;

THENCE South 48°39'12" East, a distance of 626.74 feet;

THENCE North 66°53'37" East, a distance of 134.89 feet;

THENCE South 86°32'03" East, a distance of 160.78 feet;

THENCE South 67°10'35" East, a distance of 141.79 feet;

THENCE South 80°51'05" East, a distance of 243.29 feet;

THENCE South 85°21'28" East, a distance of 182.49 feet;

THENCE South 69°32'27" East, a distance of 246.86 feet;

THENCE South 62°00'24" East, a distance of 173.23 feet;

THENCE South 53°31'22" East, a distance of 459.79 feet;

THENCE North 67°10'55" East, a distance of 291.17 feet;

THENCE North 63°27'04" East, a distance of 302.91 feet;

THENCE North 56°27'48" East, a distance of 545.56 feet;

THENCE North 24°03'00" East, a distance of 146.76 feet;

THENCE North 20°27'03" East, a distance of 110.71 feet;

THENCE North 17°16'56" West, a distance of 75.97 feet;

THENCE North 63°08'14" West, a distance of 88.60 feet;

THENCE North 47°25'12" West, a distance of 286.76 feet;

THENCE North 43°06'57" West, a distance of 496.47 feet;
THENCE North 53°44'31" West, a distance of 208.88 feet;
THENCE North 76°08'18" West, a distance of 257.29 feet;
THENCE North 68°47'04" West, a distance of 199.97 feet;
THENCE North 54°00'01" West, a distance of 306.60 feet;
THENCE North 34°03'26" West, a distance of 175.47 feet;
THENCE North 79°03'07" West, a distance of 346.90 feet, to the north line of said south half of Section 18;
THENCE North 87°14'42" East, along said north line, a distance of 1,279.11 feet;
THENCE leaving said north line, South 14°03'14" East, a distance of 292.44 feet;
THENCE South 48°50'02" East, a distance of 1,017.93 feet;
THENCE South 44°08'28" East, a distance of 382.04 feet;
THENCE North 84°53'25" East, a distance of 142.79 feet;
THENCE North 39°19'34" East, a distance of 139.29 feet;
THENCE North 69°07'59" East, a distance of 87.35 feet;
THENCE South 84°44'51" East, a distance of 351.93 feet;
THENCE South 82°48'42" East, a distance of 712.95 feet;
THENCE South 44°27'28" East, a distance of 117.34 feet;
THENCE South 56°48'20" East, a distance of 132.17 feet;
THENCE South 76°52'16" East, a distance of 304.16 feet;
THENCE South 83°44'23" East, a distance of 315.52 feet;
THENCE South 75°48'41" East, a distance of 91.44 feet;
THENCE South 59°57'17" East, a distance of 91.44 feet;
THENCE South 52°01'35" East, a distance of 167.02 feet;
THENCE South 61°19'08" East, a distance of 70.59 feet;
THENCE South 79°54'14" East, a distance of 70.59 feet;
THENCE South 89°11'47" East, a distance of 155.98 feet;
THENCE North 12°12'45" East, a distance of 151.23 feet;
THENCE North 50°57'44" West, a distance of 360.61 feet;

THENCE North 39°32'40" West, a distance of 316.42 feet;

THENCE North 22°47'50" West, a distance of 705.43 feet;

THENCE North 09°18'32" West, a distance of 436.34 feet, to the north line of said southwest quarter of Section 17;

THENCE South 84°50'40" East, along said north line, a distance of 2,071.78 feet, to the west right-of-way line of Rawson Road;

THENCE leaving said north line, South 01°44'22" West, along said west right-of-way line, a distance of 2,589.57 feet, to the south line of said southwest quarter of Section 17;

THENCE leaving said west right-of-way line, North 85°30'49" West, along said south line, a distance of 2,018.83 feet;

THENCE leaving said south line, North 00°15'49" West, a distance of 98.73 feet;

THENCE North 12°25'56" East, a distance of 81.90 feet;

THENCE North 18°24'51" East, a distance of 121.33 feet;

THENCE North 00°34'54" West, a distance of 103.99 feet;

THENCE North 16°09'57" West, a distance of 154.04 feet;

THENCE North 47°20'04" West, a distance of 154.04 feet;

THENCE North 62°55'07" West, a distance of 139.14 feet;

THENCE North 54°57'29" West, a distance of 283.61 feet;

THENCE North 69°59'00" West, a distance of 243.48 feet;

THENCE North 86°07'32" West, a distance of 242.18 feet;

THENCE North 73°59'43" West, a distance of 273.92 feet;

THENCE South 82°48'31" West, a distance of 207.84 feet;

THENCE South 72°42'45" West, a distance of 215.24 feet;

THENCE South 66°43'49" West, a distance of 310.87 feet;

THENCE South 74°03'21" West, a distance of 305.03 feet;

THENCE South 48°28'01" West, a distance of 237.06 feet;

THENCE South 52°53'16" West, a distance of 378.41 feet;

THENCE South 60°02'35" West, a distance of 324.79 feet;

THENCE South 62°55'33" West, a distance of 571.94 feet, to the south line of said south half of Section 18;

THENCE South 86°59'52" West, along said south line, a distance of 2,641.34 feet to the POINT OF BEGINNING;

The above-described conservation reserve is based on record data shown on the aforementioned Record of Survey and does not represent a field survey, said property contains 243.32 acres, more or less and is a portion of Assessor's Parcel Numbers 063-170-002, 063-170-026 and 063-170-028.

This legal description does not include all easements of record on or affecting said lots or parcels.

Basis of bearing of this description is that certain map entitled, "Record of Survey for Eugene Gabrych & Marian Gabrych, et al." recorded in Book X of Maps, page 133.



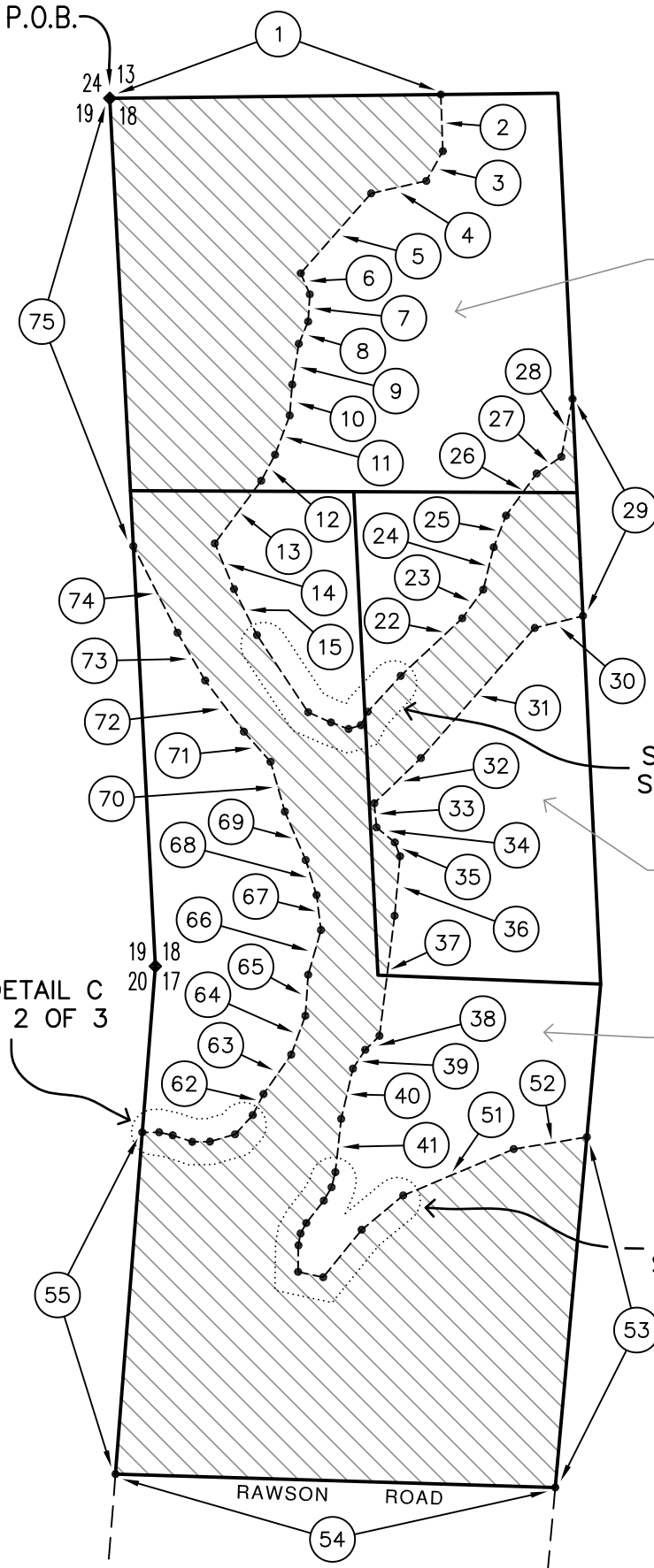
Keith L. Doglio

Keith L. Doglio
PLS 8834

Date: 12-22-20



SCALE 1" = 1000'



A.P.N. 063-170-002

LEGEND

- PROPERTY LINE
- CONSERVATION RESERVE (243.32 AC.)
- P.O.B. POINT OF BEGINNING
- SECTION CORNER

SEE DETAIL A SHEET 2 OF 3

A.P.N. 063-170-028

SEE DETAIL C SHEET 2 OF 3

A.P.N. 063-170-026

SEE DETAIL B SHEET 2 OF 3



Keith Doglio

EXHIBIT "B"

RAWSON ROAD CONSERVATION RESERVE

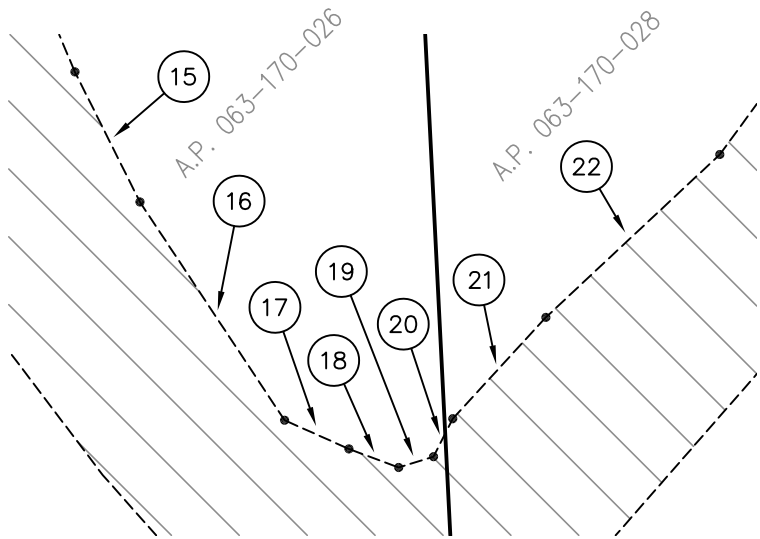
RAR
ROLLS ANDERSON & ROLLS
 CIVIL ENGINEERS

115 YELLOWSTONE DRIVE CHICO, CALIFORNIA 95973-5811

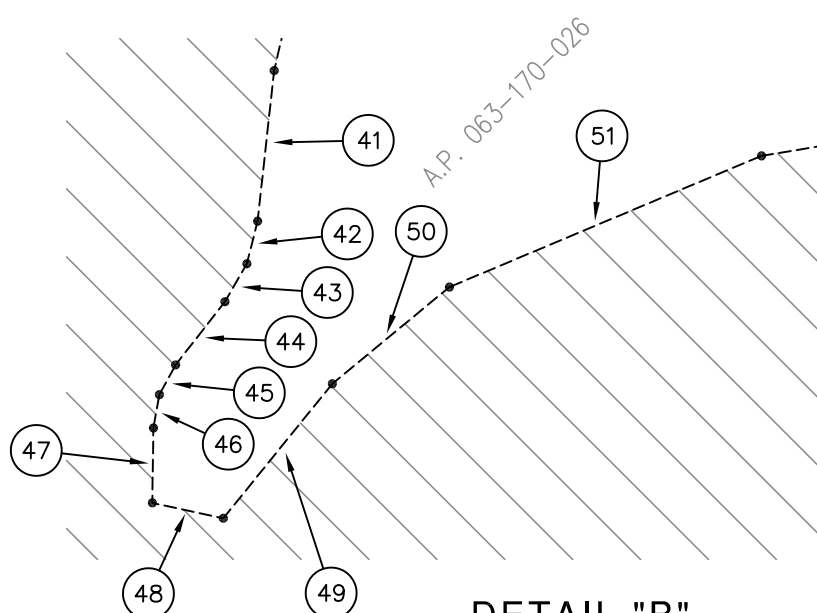
NOVEMBER, 2020

20177

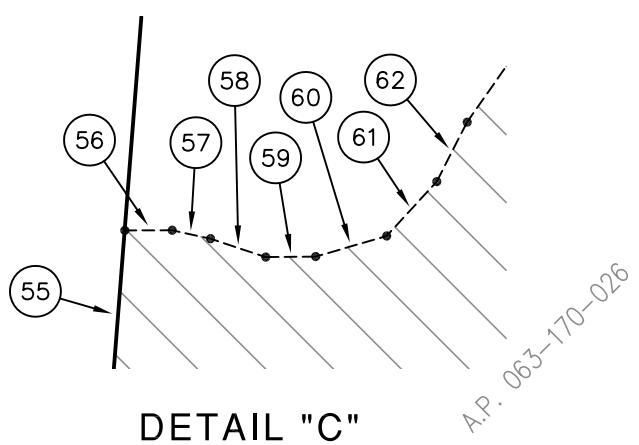
SHEET 1 OF 3



DETAIL "A"
SCALE 1" = 400'



DETAIL "B"
SCALE 1" = 400'



DETAIL "C"
SCALE 1" = 400'

EXHIBIT "B"
RAWSON ROAD
CONSERVATION RESERVE

RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS

115 YELLOWSTONE DRIVE CHICO, CALIFORNIA 95973-5811

LINE DATA

1	N 00°38'44" W	1948.45'	26	N 54°00'01" W	306.60'	51	N 22°47'50" W	705.43'
2	N 87°58'22" E	333.46'	27	N 34°03'26" W	175.47'	52	N 09°18'32" W	436.34'
3	S 60°56'51" E	200.21'	28	N 79°03'07" W	346.90'	53	S 84°50'40" E	2071.78'
4	S 12°45'19" E	332.96'	29	N 87°14'42" E	1279.11'	54	S 01°44'22" W	2589.57'
5	S 48°39'12" E	626.74'	30	S 14°03'14" E	292.44'	55	N 85°30'49" W	2018.83'
6	N 66°53'37" E	134.89'	31	S 48°50'02" E	1017.93'	56	N 00°15'49" W	98.73'
7	S 86°32'03" E	160.78'	32	S 44°08'28" E	382.04'	57	N 12°25'56" E	81.90'
8	S 67°10'35" E	141.79'	33	N 84°53'25" E	142.79'	58	N 18°24'51" E	121.33'
9	S 80°51'05" E	243.29'	34	N 39°19'34" E	139.29'	59	N 00°34'54" W	103.99'
10	S 85°21'28" E	182.49'	35	N 69°07'59" E	87.35'	60	N 16°09'57" W	154.04'
11	S 69°32'27" E	246.86'	36	S 84°44'51" E	351.93'	61	N 47°20'04" W	154.04'
12	S 62°00'24" E	173.23'	37	S 82°48'42" E	712.95'	62	N 62°55'07" W	139.14'
13	S 53°31'22" E	459.79'	38	S 44°27'28" E	117.34'	63	N 54°57'29" W	283.61'
14	N 67°10'55" E	291.17'	39	S 56°48'20" E	132.17'	64	N 69°59'00" W	243.48'
15	N 63°27'04" E	302.91'	40	S 76°52'16" E	304.16'	65	N 86°07'32" W	242.18'
16	N 56°27'48" E	545.56'	41	S 83°44'23" E	315.52'	66	N 73°59'43" W	273.92'
17	N 24°03'00" E	146.76'	42	S 75°48'41" E	91.44'	67	S 82°48'31" W	207.84'
18	N 20°27'03" E	110.71'	43	S 59°57'17" E	91.44'	68	S 72°42'45" W	215.24'
19	N 17°16'56" W	75.97'	44	S 52°01'35" E	167.02'	69	S 66°43'49" W	310.87'
20	N 63°08'14" W	88.60'	45	S 61°19'08" E	70.59'	70	S 74°03'21" W	305.03'
21	N 47°25'12" W	286.76'	46	S 79°54'14" E	70.59'	71	S 48°28'01" W	237.06'
22	N 43°06'57" W	496.47'	47	S 89°11'47" E	155.98'	72	S 52°53'16" W	378.41'
23	N 53°44'31" W	208.88'	48	N 12°12'45" E	151.23'	73	S 60°02'35" W	324.79'
24	N 76°08'18" W	257.29'	49	N 50°57'44" W	360.61'	74	S 62°55'33" W	571.94'
25	N 68°47'04" W	199.97'	50	N 39°32'40" W	316.42'	75	S 86°59'52" W	2641.34'

EXHIBIT "B"

RAWSON ROAD CONSERVATION RESERVE

**RAR**
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS

115 YELLOWSTONE DRIVE CHICO, CALIFORNIA 95973-5811

NOVEMBER, 2020

20177

SHEET 3 OF 3

APPENDIX D

WHEN RECORDED RETURN TO:

Attention: _____

THIS SPACE FOR RECORDER'S USE ONLY

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of _____, 20___, by Roger J. LaPant, Jr. ("Declarant").

WHEREAS, Declarant is the sole owner in fee simple of certain California real property parcels (the "Parcels") described in **Exhibit "A"** as the "Rawson Road Conservation Reserve," consisting of approximately 243.32 acres located in Tehama County, which is further identified in the map attached hereto **Exhibit "B"**; and

WHEREAS, Declarant agrees to the restrictions set forth herein as pertaining to the Parcels for the purpose of preserving the natural state of the Rawson Road Conservation Reserve ("Reserve"); and

NOW THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In consideration of benefits flowing to the Declarant in the "Consent Decree and Settlement Agreement" dated [FILL IN] in United States District Court, Eastern District of California, Case No. 2:16-cv-01498-KJM-DB, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Reserve in perpetuity as set forth below, by the establishment of this Covenant running with the land.

2. Restrictions Concerning the Reserve. No person or entity shall engage in any of the following restricted activities in the Reserve:

- (a) No disturbance of the Reserve by dredging, filling, land clearing, tillage, farming activities (including the preparation, maintenance, or operation of areas for the production of crops or trees), construction work, earthmoving activities, or any pollutant discharge within the Reserve or any portion of such area shall be done or permitted.
- (b) No discharge, dumping, disposal, storage or placement of any trash, refuse, rubbish, or other waste materials within the Reserve or any portion of such area shall be done or permitted.
- (c) No non-waste materials shall be stored or placed (whether temporarily or permanently) within the Reserve or any portion of such area without prior written approval by the United States of America, through the U.S. Department of Justice or the U.S. Army Corps of Engineers ("United States").

- (d) No activity that is incompatible with maintenance of the Reserve in its natural state shall be done or permitted.

3. Specific Exceptions to the Restrictions Concerning the Reserves. Declarant is not prohibited from using the Reserve for lawful hunting activities and moderate non-irrigated cattle grazing and the following associated activities: above-ground, non-toxic measures to control for weeds, pests, and invasive species; cattle corrals, for loading and unloading cattle outside of aquatic areas; use of gates, fencing, and earthen farm roads that currently exist in the Rawson Road Conservation Reserve; and construction of a firebreak, if required by State or County government or by insurance carrier, outside of aquatic areas. Declarant may use the Reserve for additional activities associated with and necessary to conduct moderate non-irrigated cattle grazing (such as installation and/or maintenance of T-posts or similar fencing, installation of above-ground water sources, and placement of additional earthen access roads for ingress and egress to/from cattle corrals), subject to conditions specified in the "Consent Decree and Settlement Agreement". Declarant may install an irrigation pipeline system through activities consistent with, and in the locations as shown in, the "Consent Decree and Settlement Agreement". Declarant is not prohibited from conducting other minimally intrusive maintenance and repairs of the roads, pipeline, and other supporting infrastructure for the irrigation system, necessary major maintenance and repairs of the roads, pipeline, and other supporting infrastructure for the irrigation system, subject to conditions specified in the "Consent Decree and Settlement Agreement". Declarant is not prohibited from establishing overhead power access for the pump station within the Reserve, subject to conditions specified in the "Consent Decree and Settlement Agreement".

4. Enforcement

(a) This Declaration is intended to ensure continued compliance with paragraph 19.a. of the "Consent Decree and Settlement Agreement" and, therefore, may be enforced by the United States.

(b) If the United States determines there is a violation of the terms of this Declaration, written notice of such violation and demand for corrective action sufficient to cure the violation shall be given to the Declarant (or, as applicable, and if known to the United States, Declarant's representatives, successors or assigns). In any instance, measures to cure the violation shall be reviewed and approved by the Corps. If a violation is not cured within 30 days after the receipt of written notice and demand, or if the cure reasonably requires more than 30 days to complete and there is failure to begin the cure with the 30-day period or failure to continue diligently to complete the cure, the United States may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Declaration, to recover any damages to which the United States may be entitled for violation of the terms of this Declaration or for any injury of the conservation value of the Reserve, or for other equitable relief, including but not limited to, the restoration of the Reserve to the condition in which it existed prior to any violation or injury. Without limiting the violator's liability therefore, any damages recovered may be applied to the cost of undertaking any corrective action on the Reserve to the extent allowable by law.

(c) The United States shall have the right to enforce each of the terms of this Declaration. If the United States determines, in its sole discretion, that circumstances require immediate action to prevent or mitigate significant damage to the conservation value of the Reserve, the United States may pursue its remedies under this section without prior notice or without waiting for the period provided for cure to expire to enjoin the violation, ex parte as

necessary, by temporary or permanent injunction without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies, and to require the restoration of the Reserve to the condition that existed prior to any such injury. The remedies described herein shall be cumulative and shall be in addition to all remedies existing at law or equity, including but not limited to, the remedies set forth in California Civil Code § 815, *et seq.*; inclusive.

(d) The United States reserves all rights and remedies in asserting violations and its demand for penalties. Declarant, his successors and assigns reserve all rights, remedies, and defenses to such claims and demands.

(e) Enforcement of the terms of this Declaration shall be at the discretion of the United States and any forbearance to exercise rights of enforcement under this Declaration in the event of any breach of any term of this Declaration shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Declaration or of any rights under this Declaration. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(f) Nothing contained in this Declaration shall be construed to entitle the United States to bring any action for any injury to or change in the Reserve resulting from causes beyond Declarant's, his successors or assigns control, including, without limitation, fire not caused by Declarant, flood, storm, and earthquake, or from any prudent action taken by the Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Reserve resulting from such causes.

5. Not An Offer to Dedicate: No Rights of Public Use. The provisions of this Declaration of Restrictions do not constitute an offer for public use. This instrument does not constitute an irrevocable offer to dedicate.

6. Successors/Assigns Bound and Land Transfer Restrictions.

(a) Declarant hereby agrees and acknowledges that the Reserve shall be held, sold, conveyed, owned and used subject to the applicable terms, conditions, and obligations imposed by this Declaration relating to the use, repair, maintenance, and/or improvement of the Reserve, and matters incidental thereto. Such terms, conditions and obligations are a burden and restriction on the use of the Reserve, as applicable.

(b) The provisions of this Declaration shall (subject to the limitations contained in this Declaration and without modifying the provisions of this Declaration) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon future owners of the Reserve and each of them.

(c) No transfer of ownership or control of (or transfer of any less-than-fee-simple interest in) the Reserve, any portion of the Reserve, or any portion of the parcel of which the Reserve is a part, shall relieve Declarant of any of his obligations in this Declaration. As a condition of any such transfer, Declarant shall reserve all rights necessary for him to comply with this Declaration. At the time of such transfer, Declarant shall provide a copy of this Declaration to the transferee, shall obtain the transferee's acknowledgement thereof, and shall provide written notice of the transfer and a copy of such acknowledgement to the United States. If disputes arise, Declarant shall refrain from attempting to transfer or transferring the property until after the completion of any judicial review (or other binding resolution of the dispute).

7. Right of Entry. The United States, including its contractors and/or consultants, shall have the right of entry to the Reserve at reasonable times with reasonable advance written notice for the purpose of determining compliance with the terms of this Declaration, including (a) assessing aquatic areas and upland buffers; (b) verifying any data or information submitted by or on behalf of Declarant; and (c) obtaining evidence (e.g., photographs and soil samples with hand augers). If the United States wishes its access to last for more than two consecutive days, or if the United States wishes to use mechanized equipment (rather than just hand augers) during its access, the United States must seek and obtain either Declarant's written consent or, if contested, a court order with a showing of good cause. Nothing in this Declaration is intended to alter otherwise governing law of premises liability. Nothing in this Declaration shall impair or limit any other authority the United States may otherwise have to enter and inspect the Reserve.

8. Taxes/No Liens. Declarant shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Reserve by competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Declaration, and shall furnish the United States with satisfactory evidence of payment upon request. Declarant shall keep the Reserve free from any liens, including those arising out of any obligations incurred by the Declarant for any labor or materials furnished or alleged to have been furnished at or for use on the Reserve.

9. Severability. If a court of competent jurisdiction voids or invalidates, on its face, any provision of this Declaration, such action shall not affect any of the other provisions which shall remain in full force and effect.

DECLARANT:

Date: _____

By: _____

Its _____

STATE OF CALIFORNIA

County of _____

On _____, before me, _____,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared _____,
Name(s) of Signer(s)

___ personally known to me
___ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are
subscribed to the within instrument and

acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

EXHIBIT A – LEGAL DESCRIPTION OF “RAWSON ROAD CONSERVATION RESERVE”

Exhibit "A"
Legal Description of Rawson Road Conservation Reserve

All that certain real property situate in the County of Tehama, State of California described as follows:

A portion of Southwest quarter of Section 17 and the South half of Section 18, Township 25 North, Range 3 West, Mount Diablo Meridian lying in the unincorporated territory of Tehama County, State of California, according to the Record of Survey recorded on December 14, 1993 in the office of the Recorder of the County of Tehama, State of California, in Book X of Maps, page 133, more particularly described as follows:

BEGINNING at the southeast corner of said Section 18;

THENCE North 0°38'44" West, along the west line of said Section 18, a distance of 1,948.45 feet;

THENCE leaving said west line, North 87°58'22" East, a distance of 333.46 feet;

THENCE South 60°56'51" East, a distance of 200.21 feet;

THENCE South 12°45'19" East, a distance of 332.96 feet;

THENCE South 48°39'12" East, a distance of 626.74 feet;

THENCE North 66°53'37" East, a distance of 134.89 feet;

THENCE South 86°32'03" East, a distance of 160.78 feet;

THENCE South 67°10'35" East, a distance of 141.79 feet;

THENCE South 80°51'05" East, a distance of 243.29 feet;

THENCE South 85°21'28" East, a distance of 182.49 feet;

THENCE South 69°32'27" East, a distance of 246.86 feet;

THENCE South 62°00'24" East, a distance of 173.23 feet;

THENCE South 53°31'22" East, a distance of 459.79 feet;

THENCE North 67°10'55" East, a distance of 291.17 feet;

THENCE North 63°27'04" East, a distance of 302.91 feet;

THENCE North 56°27'48" East, a distance of 545.56 feet;

THENCE North 24°03'00" East, a distance of 146.76 feet;

THENCE North 20°27'03" East, a distance of 110.71 feet;

THENCE North 17°16'56" West, a distance of 75.97 feet;

THENCE North 63°08'14" West, a distance of 88.60 feet;

THENCE North 47°25'12" West, a distance of 286.76 feet;

THENCE North 43°06'57" West, a distance of 496.47 feet;
THENCE North 53°44'31" West, a distance of 208.88 feet;
THENCE North 76°08'18" West, a distance of 257.29 feet;
THENCE North 68°47'04" West, a distance of 199.97 feet;
THENCE North 54°00'01" West, a distance of 306.60 feet;
THENCE North 34°03'26" West, a distance of 175.47 feet;
THENCE North 79°03'07" West, a distance of 346.90 feet, to the north line of said south half of Section 18;
THENCE North 87°14'42" East, along said north line, a distance of 1,279.11 feet;
THENCE leaving said north line, South 14°03'14" East, a distance of 292.44 feet;
THENCE South 48°50'02" East, a distance of 1,017.93 feet;
THENCE South 44°08'28" East, a distance of 382.04 feet;
THENCE North 84°53'25" East, a distance of 142.79 feet;
THENCE North 39°19'34" East, a distance of 139.29 feet;
THENCE North 69°07'59" East, a distance of 87.35 feet;
THENCE South 84°44'51" East, a distance of 351.93 feet;
THENCE South 82°48'42" East, a distance of 712.95 feet;
THENCE South 44°27'28" East, a distance of 117.34 feet;
THENCE South 56°48'20" East, a distance of 132.17 feet;
THENCE South 76°52'16" East, a distance of 304.16 feet;
THENCE South 83°44'23" East, a distance of 315.52 feet;
THENCE South 75°48'41" East, a distance of 91.44 feet;
THENCE South 59°57'17" East, a distance of 91.44 feet;
THENCE South 52°01'35" East, a distance of 167.02 feet;
THENCE South 61°19'08" East, a distance of 70.59 feet;
THENCE South 79°54'14" East, a distance of 70.59 feet;
THENCE South 89°11'47" East, a distance of 155.98 feet;
THENCE North 12°12'45" East, a distance of 151.23 feet;
THENCE North 50°57'44" West, a distance of 360.61 feet;

THENCE North 39°32'40" West, a distance of 316.42 feet;

THENCE North 22°47'50" West, a distance of 705.43 feet;

THENCE North 09°18'32" West, a distance of 436.34 feet, to the north line of said southwest quarter of Section 17;

THENCE South 84°50'40" East, along said north line, a distance of 2,071.78 feet, to the west right-of-way line of Rawson Road;

THENCE leaving said north line, South 01°44'22" West, along said west right-of-way line, a distance of 2,589.57 feet, to the south line of said southwest quarter of Section 17;

THENCE leaving said west right-of-way line, North 85°30'49" West, along said south line, a distance of 2,018.83 feet;

THENCE leaving said south line, North 00°15'49" West, a distance of 98.73 feet;

THENCE North 12°25'56" East, a distance of 81.90 feet;

THENCE North 18°24'51" East, a distance of 121.33 feet;

THENCE North 00°34'54" West, a distance of 103.99 feet;

THENCE North 16°09'57" West, a distance of 154.04 feet;

THENCE North 47°20'04" West, a distance of 154.04 feet;

THENCE North 62°55'07" West, a distance of 139.14 feet;

THENCE North 54°57'29" West, a distance of 283.61 feet;

THENCE North 69°59'00" West, a distance of 243.48 feet;

THENCE North 86°07'32" West, a distance of 242.18 feet;

THENCE North 73°59'43" West, a distance of 273.92 feet;

THENCE South 82°48'31" West, a distance of 207.84 feet;

THENCE South 72°42'45" West, a distance of 215.24 feet;

THENCE South 66°43'49" West, a distance of 310.87 feet;

THENCE South 74°03'21" West, a distance of 305.03 feet;

THENCE South 48°28'01" West, a distance of 237.06 feet;

THENCE South 52°53'16" West, a distance of 378.41 feet;

THENCE South 60°02'35" West, a distance of 324.79 feet;

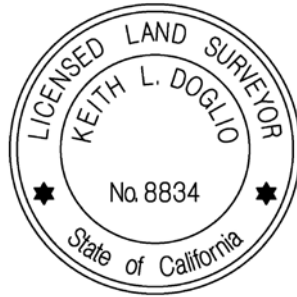
THENCE South 62°55'33" West, a distance of 571.94 feet, to the south line of said south half of Section 18;

THENCE South 86°59'52" West, along said south line, a distance of 2,641.34 feet to the POINT OF BEGINNING;

The above-described conservation reserve is based on record data shown on the aforementioned Record of Survey and does not represent a field survey, said property contains 243.32 acres, more or less and is a portion of Assessor's Parcel Numbers 063-170-002, 063-170-026 and 063-170-028.

This legal description does not include all easements of record on or affecting said lots or parcels.

Basis of bearing of this description is that certain map entitled, "Record of Survey for Eugene Gabrych & Marian Gabrych, et al." recorded in Book X of Maps, page 133.



Keith L. Doglio

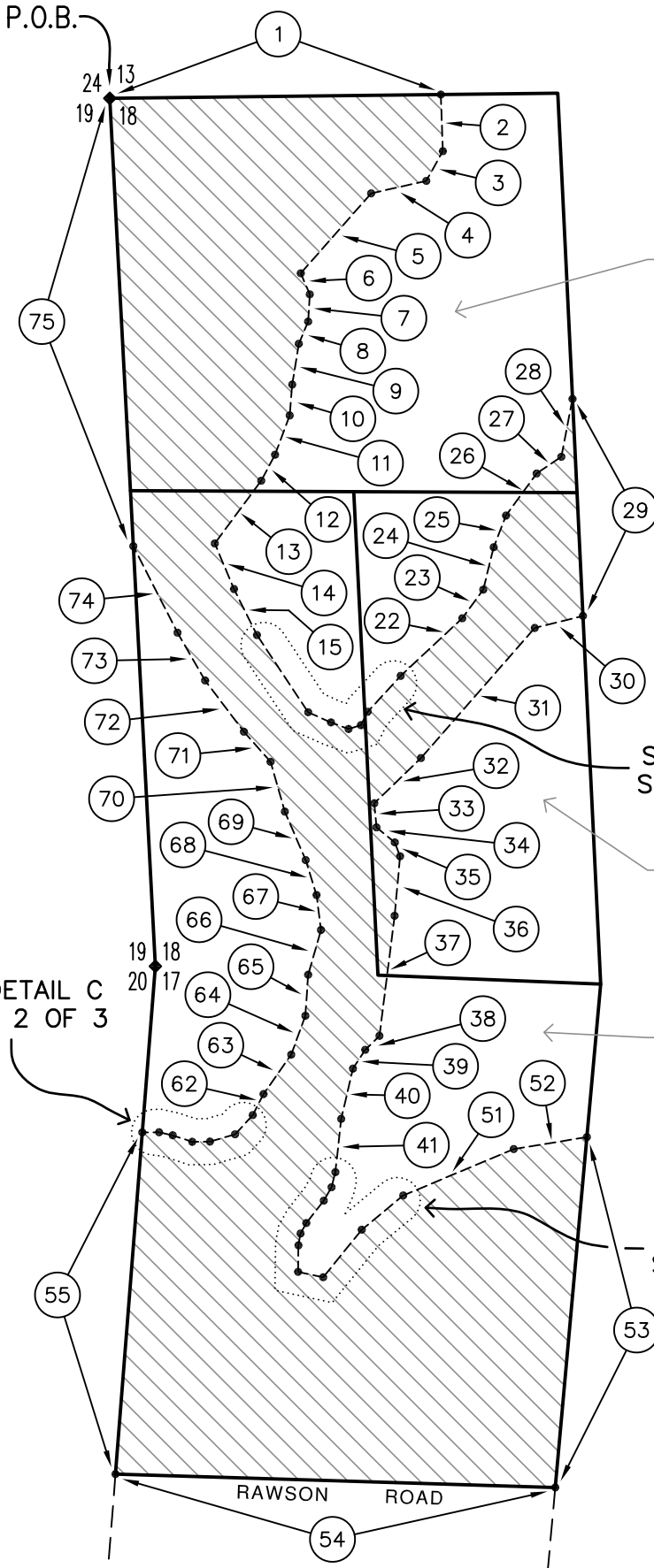
Keith L. Doglio
PLS 8834

Date: 12-22-20

EXHIBIT B – MAP OF “RAWSON ROAD CONSERVATION RESERVE”



SCALE 1" = 1000'



A.P.N. 063-170-002

LEGEND

- PROPERTY LINE
- CONSERVATION RESERVE (243.32 AC.)
- P.O.B. POINT OF BEGINNING
- SECTION CORNER

SEE DETAIL A SHEET 2 OF 3

A.P.N. 063-170-028

SEE DETAIL C SHEET 2 OF 3

A.P.N. 063-170-026

SEE DETAIL B SHEET 2 OF 3



12-22-20

Keith Doglio

EXHIBIT "B"

RAWSON ROAD CONSERVATION RESERVE

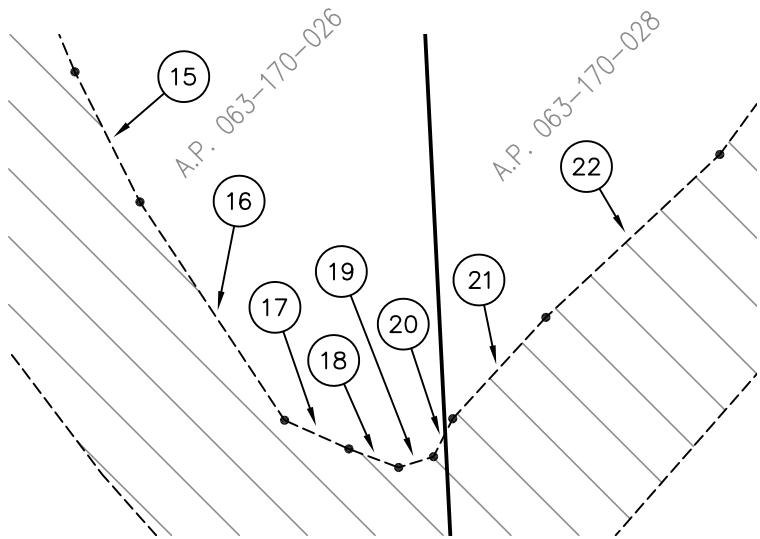
RAR
ROLLS ANDERSON & ROLLS
 CIVIL ENGINEERS

115 YELLOWSTONE DRIVE CHICO, CALIFORNIA 95973-5811

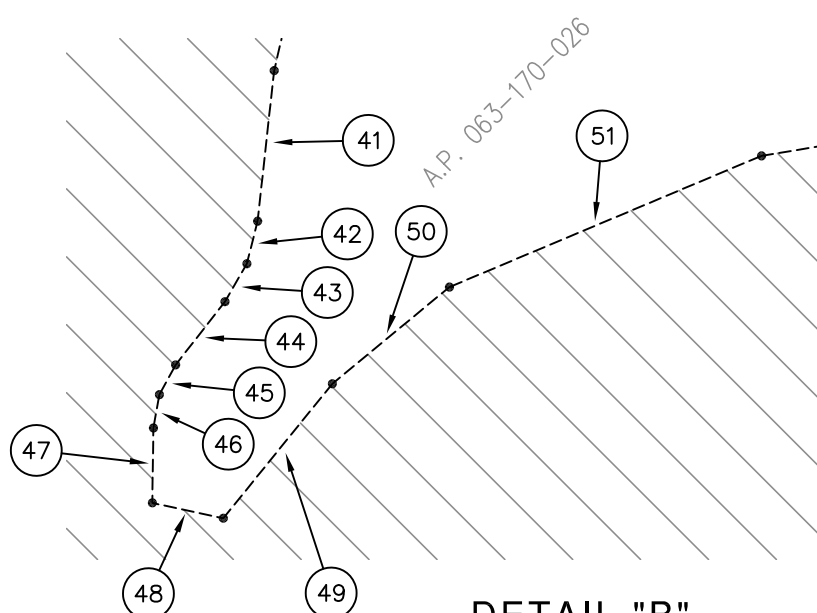
NOVEMBER, 2020

20177

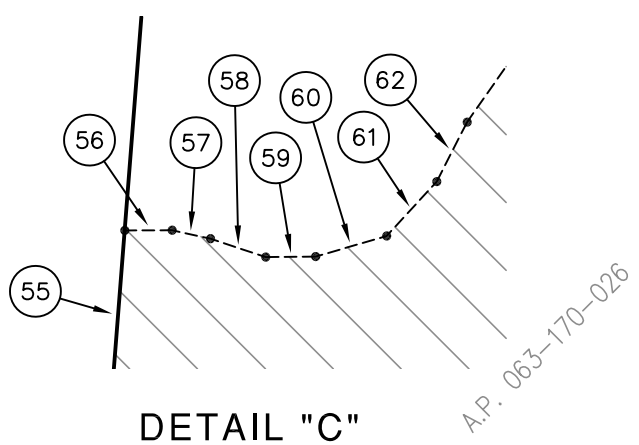
SHEET 1 OF 3



DETAIL "A"
SCALE 1" = 400'



DETAIL "B"
SCALE 1" = 400'



DETAIL "C"
SCALE 1" = 400'

EXHIBIT "B"
RAWSON ROAD
CONSERVATION RESERVE

RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS

115 YELLOWSTONE DRIVE CHICO, CALIFORNIA 95973-5811

LINE DATA

1	N 00°38'44" W	1948.45'	26	N 54°00'01" W	306.60'	51	N 22°47'50" W	705.43'
2	N 87°58'22" E	333.46'	27	N 34°03'26" W	175.47'	52	N 09°18'32" W	436.34'
3	S 60°56'51" E	200.21'	28	N 79°03'07" W	346.90'	53	S 84°50'40" E	2071.78'
4	S 12°45'19" E	332.96'	29	N 87°14'42" E	1279.11'	54	S 01°44'22" W	2589.57'
5	S 48°39'12" E	626.74'	30	S 14°03'14" E	292.44'	55	N 85°30'49" W	2018.83'
6	N 66°53'37" E	134.89'	31	S 48°50'02" E	1017.93'	56	N 00°15'49" W	98.73'
7	S 86°32'03" E	160.78'	32	S 44°08'28" E	382.04'	57	N 12°25'56" E	81.90'
8	S 67°10'35" E	141.79'	33	N 84°53'25" E	142.79'	58	N 18°24'51" E	121.33'
9	S 80°51'05" E	243.29'	34	N 39°19'34" E	139.29'	59	N 00°34'54" W	103.99'
10	S 85°21'28" E	182.49'	35	N 69°07'59" E	87.35'	60	N 16°09'57" W	154.04'
11	S 69°32'27" E	246.86'	36	S 84°44'51" E	351.93'	61	N 47°20'04" W	154.04'
12	S 62°00'24" E	173.23'	37	S 82°48'42" E	712.95'	62	N 62°55'07" W	139.14'
13	S 53°31'22" E	459.79'	38	S 44°27'28" E	117.34'	63	N 54°57'29" W	283.61'
14	N 67°10'55" E	291.17'	39	S 56°48'20" E	132.17'	64	N 69°59'00" W	243.48'
15	N 63°27'04" E	302.91'	40	S 76°52'16" E	304.16'	65	N 86°07'32" W	242.18'
16	N 56°27'48" E	545.56'	41	S 83°44'23" E	315.52'	66	N 73°59'43" W	273.92'
17	N 24°03'00" E	146.76'	42	S 75°48'41" E	91.44'	67	S 82°48'31" W	207.84'
18	N 20°27'03" E	110.71'	43	S 59°57'17" E	91.44'	68	S 72°42'45" W	215.24'
19	N 17°16'56" W	75.97'	44	S 52°01'35" E	167.02'	69	S 66°43'49" W	310.87'
20	N 63°08'14" W	88.60'	45	S 61°19'08" E	70.59'	70	S 74°03'21" W	305.03'
21	N 47°25'12" W	286.76'	46	S 79°54'14" E	70.59'	71	S 48°28'01" W	237.06'
22	N 43°06'57" W	496.47'	47	S 89°11'47" E	155.98'	72	S 52°53'16" W	378.41'
23	N 53°44'31" W	208.88'	48	N 12°12'45" E	151.23'	73	S 60°02'35" W	324.79'
24	N 76°08'18" W	257.29'	49	N 50°57'44" W	360.61'	74	S 62°55'33" W	571.94'
25	N 68°47'04" W	199.97'	50	N 39°32'40" W	316.42'	75	S 86°59'52" W	2641.34'

EXHIBIT "B"

RAWSON ROAD CONSERVATION RESERVE

 **RAR**
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS

115 YELLOWSTONE DRIVE CHICO, CALIFORNIA 95973-5811

NOVEMBER, 2020

20177

SHEET 3 OF 3

APPENDIX E

WHEN RECORDED RETURN TO:

Attention: _____

THIS SPACE FOR RECORDER'S USE ONLY

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of _____, 20___, by Roger J. LaPant, Jr. ("Declarant").

WHEREAS, Declarant is the sole owner in fee simple of certain California real property parcels (the "Parcels"), located in Butte County, State of California, a portion of which, consisting of approximately 204 acres has been designated as the "Bangor Conservation Reserve," and is further identified in the map attached hereto **Exhibit "A"**; and

WHEREAS, Declarant agrees to the restrictions set forth herein as pertaining to the Parcels for the purpose of preserving the natural state of the Bangor Conservation Reserve ("Reserve"); and

NOW THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In consideration of benefits flowing to the Declarant in the "Consent Decree and Settlement Agreement" dated [FILL IN] in United States District Court, Eastern District of California, Case No. 2:16-cv-01498-KJM-DB, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Reserve as set forth below, by the establishment of this Covenant running with the land, which shall expire twenty (20) years from the effective date of this Declaration of Restrictions.

2. Restrictions Concerning the Reserve. No person or entity shall engage in any of the following restricted activities in the Reserve:

- (a) No disturbance of the Reserve by dredging, filling, land clearing, tillage, farming activities (including the preparation, maintenance, or operation of areas for the production of crops or trees), construction work, earthmoving activities, or any pollutant discharge within the Reserve or any portion of such area shall be done or permitted.
- (b) No discharge, dumping, disposal, storage or placement of any trash, refuse, rubbish, or other waste materials within the Reserve or any portion of such area shall be done or permitted.
- (c) No non-waste materials shall be stored or placed (whether temporarily or permanently) within the Reserve or any portion of such area without prior written approval by the United States of America, through the U.S. Department of Justice or the U.S. Army Corps of Engineers ("United States").

- (d) No activity that is incompatible with maintenance of the Reserve in its natural state shall be done or permitted.

3. Specific Exceptions to the Restrictions Concerning the Reserves. Declarant is not prohibited from using the Reserve for lawful hunting activities and moderate non-irrigated cattle grazing and the following associated activities: above-ground, non-toxic measures to control for weeds, pests, and invasive species; cattle corrals, for loading and unloading cattle outside of aquatic areas; use of gates, fencing, and earthen farm roads that currently exist in the Bangor Conservation Reserve; and construction of a firebreak, if required by State or County government or by insurance carrier, outside of aquatic areas. Declarant may use the Reserve for additional activities associated with and necessary to conduct moderate non-irrigated cattle grazing (such as installation and/or maintenance of T-posts or similar fencing, installation of above-ground water sources, and placement of additional earthen access roads for ingress and egress to/from cattle corrals), subject to conditions specified in the "Consent Decree and Settlement Agreement".

4. Enforcement

(a) This Declaration is intended to ensure continued compliance with paragraph 19.b. of the "Consent Decree and Settlement Agreement" and, therefore, may be enforced by the United States.

(b) If the United States determines there is a violation of the terms of this Declaration, written notice of such violation and demand for corrective action sufficient to cure the violation shall be given to the Declarant (or, as applicable, and if known to the United States Declarant's representatives, successors or assigns). In any instance, measures to cure the violation shall be reviewed and approved by the Corps. If a violation is not cured within 30 days after the receipt of written notice and demand, or if the cure reasonably requires more than 30 days to complete and there is failure to begin the cure with the 30-day period or failure to continue diligently to complete the cure, United States may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance with the terms of this Declaration, to recover any damages to which the United States may be entitled for violation of the terms of this Declaration or for any injury of the conservation value of the Reserve, or for other equitable relief, including but not limited to, the restoration of the Reserve to the condition in which it existed prior to any violation or injury. Without limiting the violator's liability therefore, any damages recovered may be applied to the cost of undertaking any corrective action on the Reserve to the extent allowable by law.

(c) The United States shall have the right to enforce each of the terms of this Declaration. If the United States determines, in its sole discretion, that circumstances require immediate action to prevent or mitigate significant damage to the conservation value of the Reserve, the United States may pursue its remedies under this section without prior notice or without waiting for the period provided for cure to expire to enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies, and to require the restoration of the Reserve to the condition that existed prior to any such injury. The remedies described herein shall be cumulative and shall be in addition to all remedies existing at law or equity, including but not limited to, the remedies set forth in California Civil Code § 815, *et seq.*; inclusive.

(d) The United States reserves all rights and remedies in asserting violations and its demand for penalties. Declarant, his successors and assigns reserve all rights, remedies, and defenses to such claims and demands.

(e) Enforcement of the terms of this Declaration shall be at the discretion of the United States and any forbearance to exercise rights of enforcement under this Declaration in the event of any breach of any term of this Declaration shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Declaration or of any rights under this Declaration. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(f) Nothing contained in this Declaration shall be construed to entitle the United States to bring any action for any injury to or change in the Reserve resulting from causes beyond Declarant's, his successors' or assigns' control, including, without limitation, fire not caused by Declarant, flood, storm, and earthquake, or from any prudent action taken by the Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Reserve resulting from such causes.

5. Not An Offer to Dedicate: No Rights of Public Use. The provisions of this Declaration of Restrictions do not constitute an offer for public use. This instrument does not constitute an irrevocable offer to dedicate.

6. Successors/Assigns Bound and Land Transfer Restrictions.

(a) Declarant hereby agrees and acknowledges that the Reserve shall be held, sold, conveyed, owned and used subject to the applicable terms, conditions, and obligations imposed by this Declaration relating to the use, repair, maintenance, and/or improvement of the Reserve, and matters incidental thereto. Such terms, conditions and obligations are a burden and restriction on the use of the Reserve, as applicable.

(b) The provisions of this Declaration shall (subject to the limitations contained in this Declaration and without modifying the provisions of this Declaration) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon future owners of the Reserve and each of them.

(c) No transfer of ownership or control of (or transfer of any less-than-fee-simple interest in) the Reserve, any portion of the Reserve, or any portion of the parcel of which the Reserve is a part, shall relieve Declarant of any of his obligations in this Declaration. As a condition of any such transfer, Declarant shall reserve all rights necessary for him to comply with this Declaration. At the time of such transfer, Declarant shall provide a copy of this Declaration to the transferee, shall obtain the transferee's acknowledgement thereof, and shall provide written notice of the transfer and a copy of such acknowledgement to the United States. If disputes arise, Declarant shall refrain from attempting to transfer or transferring the property until after the completion of any judicial review (or other binding resolution of the dispute).

7. Right of Entry. The United States, including its contractors and/or consultants, shall have the right of entry to the Reserve at reasonable times with reasonable advance written notice for the purpose of determining compliance with the terms of this Declaration, including (a) assessing aquatic areas and upland buffers; (b) verifying any data or information submitted by or on behalf of Declarant; and (c) obtaining evidence (*e.g.*, photographs and soil samples with hand augers). If the United States wishes its access to last for more than two consecutive days, or if

the United States wishes to use mechanized equipment (rather than just hand augers) during its access, the United States must seek and obtain either Declarant's written consent or, if contested, a court order with a showing of good cause. Nothing in this Declaration is intended to alter otherwise governing law of premises liability. Nothing in this Declaration shall impair or limit any other authority the United States may otherwise have to enter and inspect the Reserve.

8. Taxes/No Liens. Declarant shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Reserve by competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Declaration, and shall furnish the United States with satisfactory evidence of payment upon request. Declarant shall keep the Reserve free from any liens, including those arising out of any obligations incurred by the Declarant for any labor or materials furnished or alleged to have been furnished at or for use on the Reserve.

9. Severability. If a court of competent jurisdiction voids or invalidates, on its face, any provision of this Declaration, such action shall not affect any of the other provisions which shall remain in full force and effect.

DECLARANT:

Date: _____

By: _____

Its _____

STATE OF CALIFORNIA

County of _____

On _____, before me, _____,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared _____,
Name(s) of Signer(s)

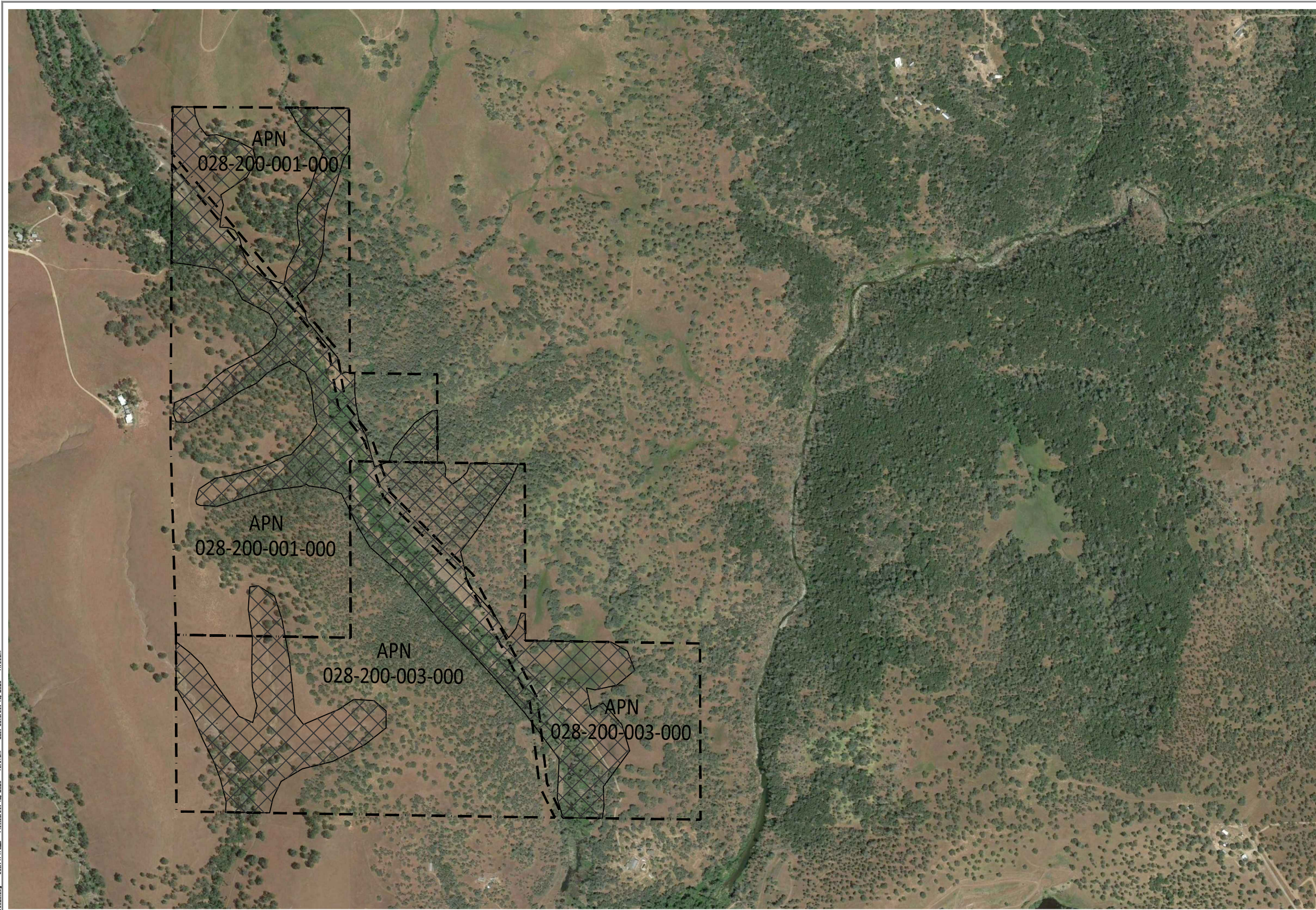
- ___ personally known to me
- ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Place Notary Seal Above

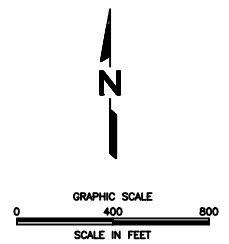
Signature of Notary Public

EXHIBIT A – MAP OF “BANGOR CONSERVATION RESERVE”



LEGEND

-  CONSERVATION RESERVE
-  PROPERTY BOUNDARY

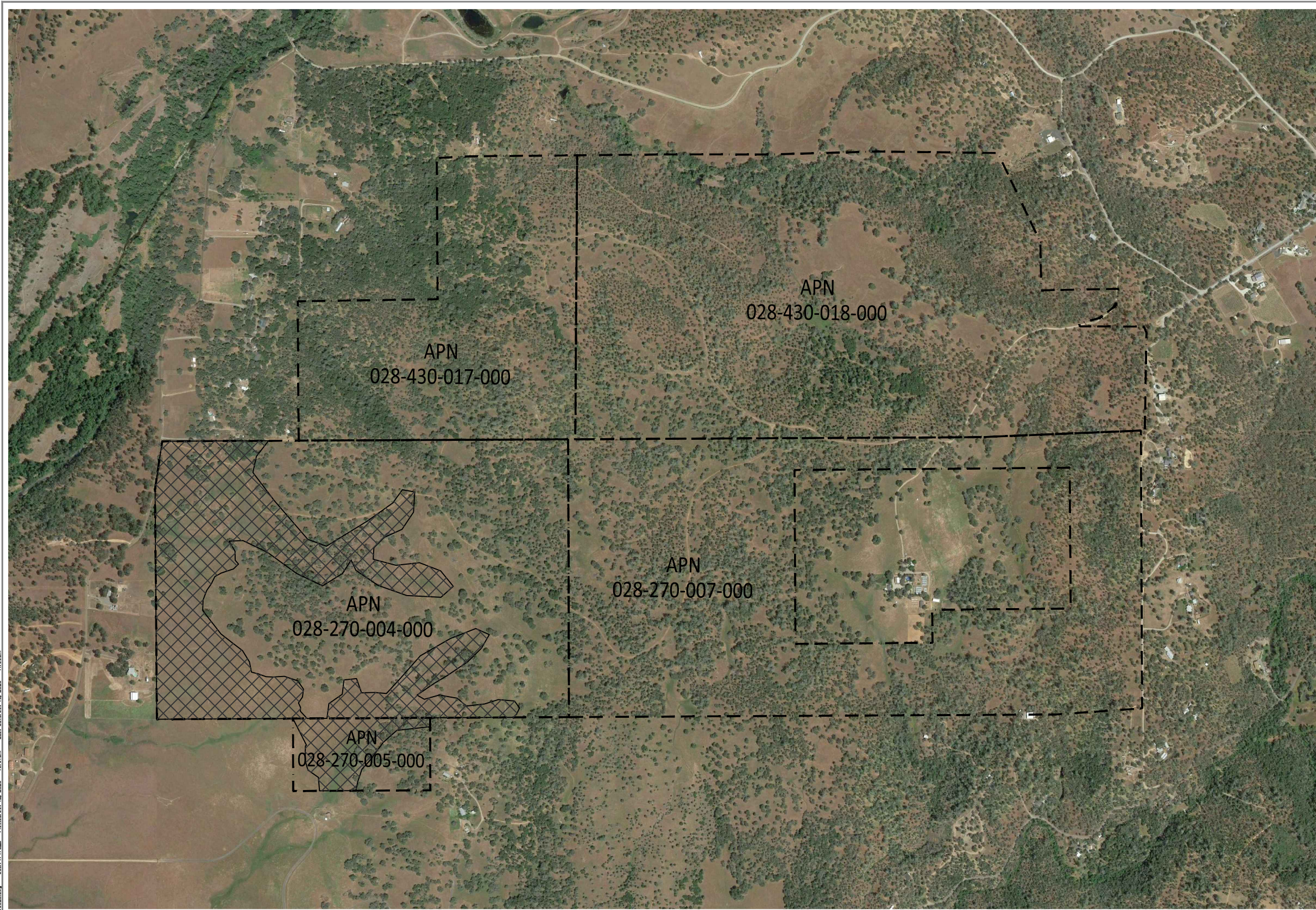


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SITE FEATURES ARE APPROXIMATE: NOT A PRODUCT OF SURVEY.
 SOURCE OF BASE MAP: GOOGLE EARTH PROFESSIONAL IMAGE ©2020

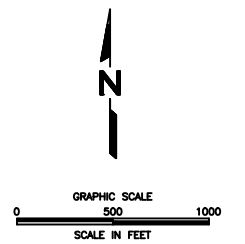
SCS ENGINEERS		
ENVIRONMENTAL CONSULTANTS		
3843 BRICKWAY BOULEVARD SUITE 208 SANTA ROSA, CALIFORNIA PH. (707) 546-9461 FAX. (707) 544-5769		
PROJ. NO.	DWN. BY:	ACAD FILE:
01216337.00	AAS	LaPlant_Banfor
DATE:	CHK. BY:	APP. BY:
10/12/2020	PAW	PAW

SHEET TITLE:	CONSERVATION RESERVE AREA
PROJECT TITLE:	BANGOR, CA
SCALE: 1"=800'	
APPENDIX: A-1	



LEGEND

-  CONSERVATION RESERVE
-  PROPERTY BOUNDARY



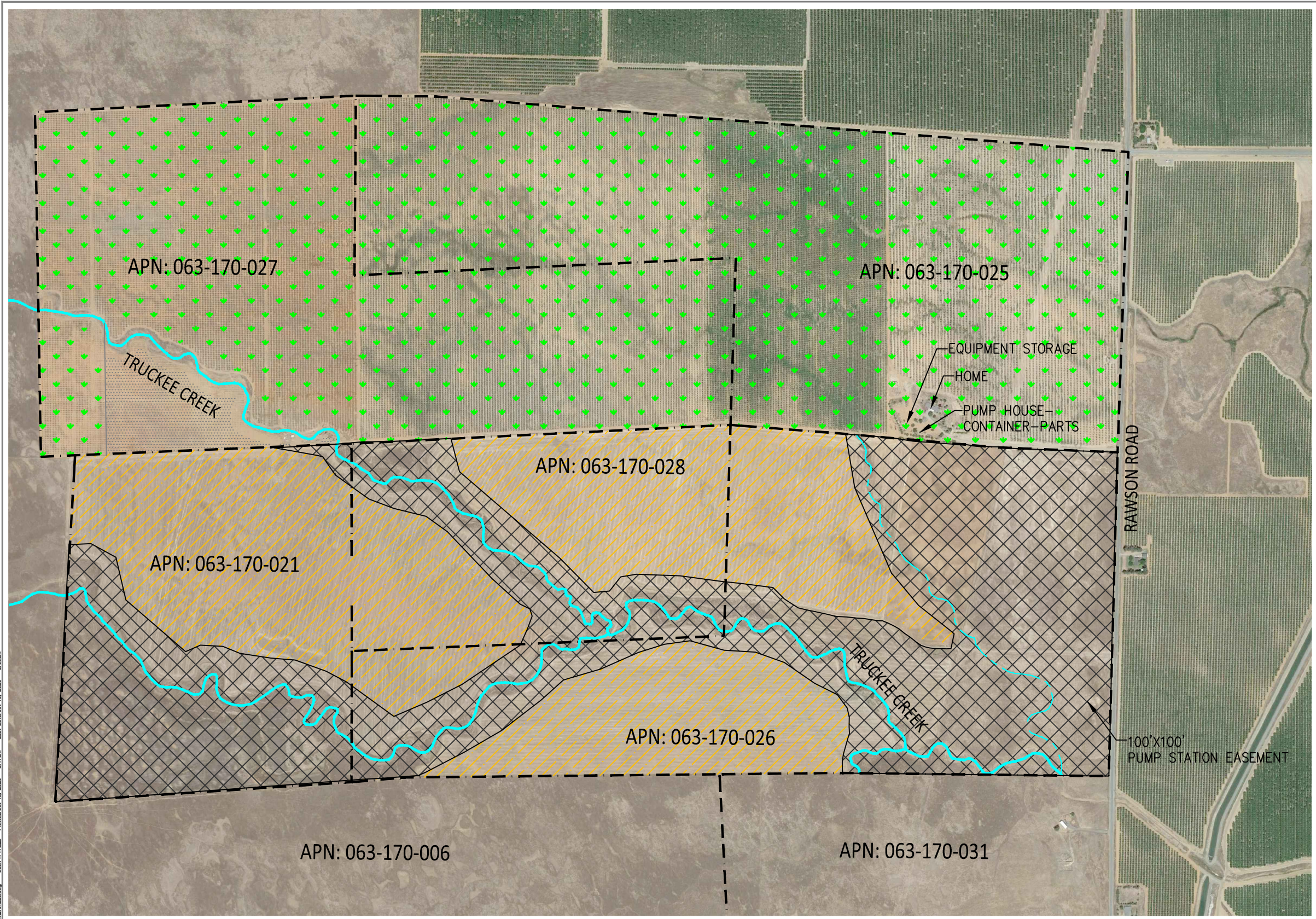
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SITE FEATURES ARE APPROXIMATE: NOT A PRODUCT OF SURVEY.
 SOURCE OF BASE MAP: GOOGLE EARTH PROFESSIONAL IMAGE ©2020






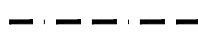

SCS ENGINEERS		
ENVIRONMENTAL CONSULTANTS		
3843 BRICKWAY BOULEVARD SUITE 208 SANTA ROSA, CALIFORNIA PH. (707) 546-9461 FAX. (707) 544-5769		
PROJ. NO.	DWN. BY:	ACAD FILE:
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DATE:	CHK. BY:	APP. BY:
10/12/2020	PAW	PAW

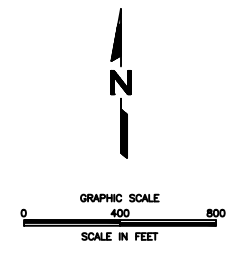
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PROJECT TITLE:	BANGOR, CA	
		APPENDIX: A-2

APPENDIX F



LEGEND

-  CONSERVATION RESERVE
-  ORCHARDS AREA
-  WHEAT AREA
-  NOT PLANTED AREA
-  CREEK
-  PROPERTY BOUNDARY
-  INTERMITTENT DRAINAGE/SWALE



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SCS ENGINEERS
 ENVIRONMENTAL CONSULTANTS
 3843 BRICKWAY BOULEVARD SUITE 208
 SANTA ROSA, CALIFORNIA
 PH. (707) 546-9461 FAX. (707) 544-5769

PROJ. NO. 01216337.00	DWN. BY: AAS	ACAD FILE: LaPlant_Red Bluff
DATE: 10/16/2020	CHK. BY: PAW	APP. BY: PAW

SHEET TITLE: EXISTING FARMING OPERATIONS AND BUILDINGS		SCALE: 1"=800'
PROJECT TITLE: APN: 063-170-026 RAWSON ROAD, RED BLUFF, CA		
		APPENDIX: F