

INTERGOVERNMENTAL MITIGATION AGREEMENT

This Intergovernmental Mitigation Agreement (“Agreement”) is made effective as of October 23, 2012, by and between the County of Sonoma (the “County”), a political subdivision of the State of California, and the Federated Indians of Graton Rancheria (the “Tribe”), a federally recognized Indian tribe.

RECITALS

WHEREAS, the Tribe consists of approximately 1,300 members of Coast Miwok and Southern Pomo descent; and

WHEREAS, in 1966, the federal government terminated its relationship with the Tribe pursuant to the California Rancheria Act of 1958 (Pub. L. 88-453) and transferred title to the lands known as the Graton Rancheria into private ownership; and

WHEREAS, in 2000, Congress restored federal recognition to the Tribe pursuant to the Graton Rancheria Restoration Act (“Restoration Act”), Pub. L. 106-568, 25 U.S.C. § 1300n et seq.); and

WHEREAS, the Restoration Act required the Secretary of the Interior (the “Secretary”) to take real property identified by the Tribe, and located in Marin or Sonoma counties, into trust as the Tribe’s reservation; and

WHEREAS, in April 2003, the Tribe identified property located on Highway 37 in southern Sonoma County (the “Highway 37 Property”) for its reservation and announced plans to seek to develop a resort hotel and gaming facility on a portion of the Highway 37 Property, if taken into trust and deemed eligible for gaming; and

WHEREAS, at the urging of community representatives and environmentalists, the Tribe reconsidered its plans for the Highway 37 Property and, thereafter, donated its rights to a large portion of the Highway 37 Property to the Sonoma Land Trust for perpetual preservation; and

WHEREAS, in August 2003, the Tribe acquired rights to property located on Stony Point Road (the “Stony Point Road Property”) west of the urban growth boundary of the City of Rohnert Park (the “City”) for its reservation and proposed project; and

WHEREAS, in August 2005, to address land use and environmental concerns, the Tribe abandoned its plans for the Stony Point Road Property and, thereafter, purchased approximately 254 acres of land (the “254 Acre Parcel”) located primarily within the unincorporated area of the County; and

WHEREAS, at the request of the County, the Tribe agreed to wait until completion of the environmental review for the proposed Gaming Facility before exercising its right under the Restoration Act to have the 254 Acre Parcel placed into trust; and

WHEREAS, the National Indian Gaming Commission (the "NIGC") conducted four public hearings and provided over 160 days for public comment in preparing a draft environmental impact statement ("Draft EIS") and final environmental impact statement ("Final EIS") for the casino and hotel project pursuant to the National Environmental Policy Act; and

WHEREAS, the County prepared 58 pages of comments identifying concerns in the approach, methodology, and analysis in the Draft EIS and, after taking public testimony, submitted the comments to the NIGC on June 4, 2007; and

WHEREAS, the County prepared another 28 pages of comments identifying remaining concerns in the analysis and mitigation measures presented in the Final EIS and, after taking additional public testimony, submitted the comments on March 30, 2009; and

WHEREAS, in October 2010, the NIGC issued its Record of Decision, concluding that the 254 Acre Parcel is eligible for gaming under IGRA and adopting as the preferred action a reduced intensity casino and hotel project (the "Project") that is significantly smaller than the project initially proposed by the Tribe, to be constructed and operated on approximately 68 acres of the 254 Acre Parcel located within the City urban growth boundary; and

WHEREAS, following completion of the environmental review, the Tribe exercised its right under the Restoration Act to have the 254 Acre Parcel placed into trust; and

WHEREAS, on October 1, 2010, the Bureau of Indian Affairs of the United States Department of the Interior accepted the 254 Acre Parcel into trust on behalf of the Tribe; and

WHEREAS, the Tribe and the County are parties to a Memorandum of Understanding made effective as of November 1, 2004, as amended (the "County MOU"); and

WHEREAS, the County MOU establishes a legally enforceable framework for negotiating and entering into an intergovernmental mitigation agreement to provide for binding, enforceable, and timely mitigation of the off-Reservation impacts of the Project that are within the primary jurisdiction or responsibility of the County; and

WHEREAS, the County MOU specifically directs that the intergovernmental mitigation agreement address, among other issues, loss of open space, community separator, and Williamson Act issues; and

WHEREAS, the County MOU states that the intergovernmental mitigation agreement should provide for mitigation of any significant off-Reservation impacts with regard to agricultural resources, air quality, biological resources, geology and soils, land use, hazardous materials, noise, public services, public transportation, roadway infrastructure, socioeconomic effects, traffic circulation, traffic safety, visual resources, wastewater, water drainage, and water supply; and

WHEREAS, the County MOU states that mitigation may include payments by the Tribe to the County for the following: specific public services to be provided by the County; programs

designed to address gambling addiction; mitigation of impacts to public safety and the criminal justice impacts; and in-lieu payments for lost tax, fee, assessments, and other revenue to the County; and

WHEREAS, the Tribe separately entered into a Memorandum of Understanding with the City of Rohnert Park on October 14, 2003, to mitigate Project impacts within the City and make investments in and contributions to the Rohnert Park community; and

WHEREAS, on March 27, 2012, Governor Jerry Brown signed, and the Legislature subsequently ratified, a class III gaming compact (the "Compact") between the Tribe and State that authorizes operation of up to 3,000 Gaming Devices; and

WHEREAS, on July 12, 2012, the Secretary published notice in the Federal Register that the Compact is considered to have been approved pursuant to IGRA; and

WHEREAS, the Compact obligates the Tribe to pay a percentage of its gaming revenues to the State Gaming Agency on a quarterly basis for deposit into a trust fund called the Graton Mitigation Fund; and

WHEREAS, the funds deposited into the Graton Mitigation Fund are to be paid by the State Gaming Agency in the following descending order, until exhausted: (i) the City pursuant to its agreement with the Tribe, (ii) the County pursuant to this Agreement, and (iii) to the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund; and

WHEREAS, the Compact recognizes the need for the Tribe to retain sufficient revenues in the initial seven years of its Gaming Operation in order to promote strong tribal government and self-sufficiency, provide services for the approximately 1,300 Tribal Members, and significantly reduce the Tribe's pre-development debt; and

WHEREAS, the Compact requires that the Tribe enter into intergovernmental agreements with the County, the City, and, if required, the California Department of Transportation; and

WHEREAS, in accordance with the County MOU and the Compact, the Tribe and the County desire to enter into this Agreement to mitigate the off-Reservation impacts of the Project; and

WHEREAS, the Parties intend that this Agreement will satisfy the intergovernmental agreement required under the Compact, and the comprehensive intergovernmental agreement requirement of Section 3.1 of the County MOU; and

WHEREAS, the County has determined, after a public hearing, that it is in the best interest of the County to enter into this Agreement; and

WHEREAS, the County does not have legal authority to deliberate on, approve, deny, or otherwise exercise judgment regarding the Project on the Reservation; and

WHEREAS, the County is not deliberating on, approving, supporting, denying, or otherwise exercising judgment regarding the Project by entering into this Agreement; and

WHEREAS, the County and Tribe are jointly committed that the Project's impacts be mitigated to the greatest extent possible, and generate community benefits to County residents, tribal members, neighborhoods, and visitors; and

WHEREAS, the County and Tribe are committed to continuing their efforts to establish a respectful, long-term government-to-government relationship by meeting and conferring in good faith on issues of concern regarding the Project and this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

The terms not defined elsewhere in this Agreement shall have the following meanings:

“Agreement” means this Intergovernmental Mitigation Agreement, as the same may be amended by written agreement of the Parties from time to time.

“CEQA” means the California Environmental Quality Act, California Public Resources Code § 21000 *et seq.*, and any amendments thereto, and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

“City” means the City of Rohnert Park, California.

“Compact” means the Tribal-State Compact between the State and the Tribe, governing the conduct of Gaming Activities on the Reservation pursuant to IGRA, as executed on March 27, 2012 by the State and March 26, 2012 by the Tribe, considered to have been approved by the Secretary pursuant to 25 U.S.C. § 2710(d)(8)(C), notice of which was published in the Federal Register on July 12, 2012 (a correction to the notice was published July 23, 2012), as the same may be amended from time to time.

“County” means the County of Sonoma, California, a political subdivision of the State, and its departments and subdivisions.

“County MOU” means the Memorandum of Understanding between the Tribe and the County dated November 1, 2004.

“CPI Adjustment” means an annual increase from the dollar amount applicable to the previous year that is equal to the annual increase in the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose area.

“Fire Districts” means the Sonoma County Central Fire Authority which serves the Rincon Valley and Windsor Fire Protection Districts, the Rancho Adobe Fire Protection District

of Sonoma County, the City of Rohnert Park Department of Public Safety, and the County fire services.

“Gaming Activities” means the class III gaming activities authorized by section 3.1 of the Compact.

“Gaming Device” means any slot machine within the meaning of article IV, section 19, subdivision (f) of the California Constitution as defined under section 2.10 of the Compact.

“Gaming Facility” or “Facility” means any building in which Gaming Activities or any Gaming Operations occur, or in which the business records, receipts, or funds of the Gaming Operations are maintained (excluding offsite facilities dedicated to storage of those records and financial institutions), and all rooms, buildings, and areas, including hotels, restaurants, parking lots, and walkways, a principal purpose of which is to serve the activities of the Gaming Operations rather than providing that operation with an incidental benefit as defined under section 2.12 of the Compact.

“Gaming Operations” means the operation of Gaming Activities, whether exclusively or otherwise as defined under section 2.12 of the Compact.

“Graton Mitigation Fund” means the account established by the State Gaming Agency for the receipt of revenues paid by the Tribe pursuant to section 4.5 of the Compact and for the distribution of such revenues as described in section 4.5.1 of the Compact.

“IGRA” means the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, 18 U.S.C. § 1166 et seq. and 25 U.S.C. § 2701 et seq.), and any amendments thereto, and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

“Joint Mitigation Board” means a board composed of equal membership of the County and the Tribe to implement sections 4(b) and 4(e) of this Agreement.

“NIGC” means the National Indian Gaming Commission.

“Non-Gaming Tribes” means Non-Gaming Tribes as defined in section 5.1(c) of the Compact.

“Opening Date” means the day on which the commencement of Gaming Activities at the Gaming Facility occurs.

“Party” means the Tribe or the County.

“Parties” mean the Tribe and the County.

“Project” or “Preferred Action” means the development, construction and operation on the Reservation of all or any part of the reduced intensity project described as Variant H-sub1 and identified as the Preferred Action Alternative in the Record of Decision.

“Public Entity” means the federal government, the State, any county, city or district public authority or public agency and any related political subdivision or public corporation.

“Record of Decision” means the Record of Decision for the environmental impact statement prepared by the NIGC for the Project pursuant to the National Environmental Policy Act of 1970, as amended (42 U.S.C. §§ 4371 *et seq.*), notice of which was published on page 63517 of Volume 75 of the Federal Register on October 15, 2010.

“Reservation” means certain contiguous parcels totaling approximately 254 acres of land, including approximately 249 acres currently located within the unincorporated area of the County and identified by the legal description set forth in Exhibit A, or any portion of such land, which is held by the United States of America in trust for the benefit of the Tribe.

“Revenue Sharing Trust Fund” and “Tribal Nation Grant Fund” means the Revenue Sharing Trust Fund and Tribal Nation Grant Fund as defined in section 5.1 of the Compact.

“Secretary” means the Secretary of the United States Department of the Interior.

“State” means the State of California.

“State Gaming Agency” means the entities authorized to investigate, approve, regulate and license gaming pursuant to the Gambling Control Act (Chapter 5 (commencing with section 19800) of Division 8 of the California Business and Professions Code), or any successor statutory scheme, and any entity or entities in which that authority may be vested.

“Tribal Relations” means services provided by the Office of County Counsel, County Administrator’s Office, and other County departments, agencies, and consultants to consult with the Tribe, draft, manage, and implement this Agreement.

“Tribe” means the Federated Indians of Graton Rancheria, a federally recognized Indian tribe.

“321 Acre Parcel” means the approximately 321 acres of land located near Highway 37 in southern Sonoma County as legally described in, and represented on the map at, Exhibit E.

2. Non-recurring Mitigation Payments

(a) Non-recurring Mitigation Payments Prior to Opening

The Tribe has agreed to make non-recurring (one-time) payments prior to the Opening Date as set forth in this subdivision (a), for the purpose of helping to insure that specified mitigation measures are in place by the Opening Date.

(i) Non-recurring Law Enforcement Payment

To mitigate impacts of the Project on law enforcement resources of the County, the Tribe shall make a non-recurring payment to the County of one million seven-hundred thousand dollars (\$1,700,000) to fund the initial costs necessary to hire, train, and staff four new deputy sheriffs, purchase two new sheriff vehicles, and cover the cost of administrative support and special operations for such officers.

(ii) Non-recurring Fire and Emergency Services Payment

To mitigate impacts of the Project on fire and emergency services, the Tribe shall make a non-recurring payment to the County of one million five-hundred thousand dollars (\$1,500,000) for payment to the Fire Districts to fund the initial costs associated with the increased staffing levels required to provide fire and emergency services for the Project.

(iii) Non-recurring Tribal Relations Payment

To offset the costs associated with the negotiation of this Agreement, the Tribe shall make a non-recurring payment to the County of sixty thousand dollars (\$60,000) to pay for Tribal Relations.

(iv) Non-recurring Traffic Mitigation Payments

To mitigate the impacts of the Project on roads within the jurisdiction of the County, the Tribe shall make non-recurring payments to the County as follows:

(A) the actual cost, estimated at two hundred-fifty thousand dollars (\$250,000), that is required to fully pay all costs, fees, and expenses of a new traffic signal at Millbrae Avenue and Stony Point Road, and;

(B) the actual cost, estimated at ten thousand dollars (\$10,000), that is required to fully pay all costs, fees, and expenses to re-time the traffic single at Rohnert Park Expressway and Stony Point Road.

(b) Non-recurring Mitigation Payments After Opening

The Tribe shall make non-recurring payments to the County as set forth in this subdivision (b) to mitigate impacts on the Project on roads, groundwater, and other infrastructure.

(i) Non-recurring Traffic Mitigation Payments

To mitigate the impacts of the Project on roads within the County after the Opening Date, and in satisfaction of the relevant portions of mitigation measure 6.7 (Table 5) of the Record of Decision, the Tribe shall make non-recurring payments to the

County of:

(A) the actual amount, estimated at one hundred thousand dollars (\$100,000), that is required to fully pay all costs, fees, and expenses to widen Gravenstein State Highway at Stony Point Road;

(B) the actual amount, estimated at ten thousand dollars (\$10,000), that is required to fully pay all costs, fees, and expenses to re-time the traffic signal at Gravenstein State Highway at Stony Point Road.

The cost, timing, and implementation of these section 2(b) projects is subject to consultation by the County with the Tribe and Caltrans.

(ii) Non-recurring Groundwater Mitigation Payment

The groundwater demand calculation in the Record of Decision has been updated by the Tribe to reflect changes in the Project scope and design, and identifies a significantly reduced groundwater demand for the Project. The Parties agree to work collaboratively, and with the Sonoma County Water Agency (“SCWA”) and the City to pursue connection to a municipal water supply and implementation of a conjunctive use program (as identified in mitigation measure 6.2(I)(b) of the Record of Decision).

To mitigate the impacts of the Project on regional groundwater after the Opening Date, and in satisfaction of mitigation measures 6.2(J) and 6.2(I) of the Record of Decision, the Tribe shall make non-recurring payments to the County of one million five hundred thousand dollars (\$1,500,000) for study, design, and analysis of a conjunctive use project and/or water conservation program to offset the groundwater used by implementation of the Project, as required by mitigation measure 6.2(I)(b). The conjunctive use project and/or water conservation program shall incorporate reclaimed water use and/or conservation to an extent that would completely offset 110% of the Project’s revised, significantly reduced groundwater demand calculation. The timing, amount, and use of these payments shall be subject to consultation between the County and Tribe to account for changes in conditions.

3. Recurring Mitigation Payments

(a) Law, Justice, Public Safety and Tribal Relations

The Tribe shall pay the County three million one hundred thousand dollars (\$3,100,000) per annum to mitigate impacts of the Project on law, justice, public safety, Redwood Empire Dispatch Communication Authority (“REDCOM”), Tribal Relations, and data gathering. Law, justice, and public safety may include payments to the Sonoma County Sheriff’s Department, Office of the District Attorney, Office of the Public Defender, Probation Department, and other County public safety providers. This recurring mitigation payment shall be deemed to satisfy mitigation measure 6.6(B) of the Record of Decision and sections 3.1(c)(i) and (iii) of the

County MOU.

(b) Health, Human Services, and Socioeconomic Impacts

The Tribe shall pay the County six hundred thousand dollars (\$600,000) per annum to mitigate Health, Human Services, and socioeconomic impacts of the Project and to implement education, prevention, and treatment programs to address gambling addiction and problem gambling, and socioeconomic impacts, including but not limited to substance abuse, mental health, elder abuse, domestic violence, and child abuse and neglect. This recurring mitigation payment shall be deemed to satisfy mitigation measure 6.6(C) of the Record of Decision and sections 3.1, 3.1(c)(i), and 3.1(c)(ii) of the County MOU.

(c) Development and Mitigation Fees

The Tribe shall pay the County a minimum of one million seven hundred ninety thousand dollars (\$1,790,000) per annum (“Development Fee Payment”) in lieu of fees for the development and mitigation fee programs (“Mitigation Programs”) described below. The Parties acknowledge that each annual Development Fee Payment represents one-tenth of the total development fee payment to be paid to the County. This total payment is equivalent to what a commercial developer developing a similar project within an unincorporated area of the County would be required to pay for the Mitigation Programs prior to the issuance of a discretionary permit by the County. The County, after consultation with the Tribe, may agree to extend these in lieu payments due to a lack of sufficient funding in the Graton Mitigation Fund in the early years of the Gaming Operation, and in recognition of the Tribe’s need to retain sufficient revenues in the early years of its Gaming Operation in order to promote strong Tribal government and self-sufficiency, provide services for Tribal members, and significantly reduce its pre-development debt.

(i) Countywide Traffic Development Fee

A portion of the Development Fee Payment includes six hundred ninety thousand dollars (\$690,000) per annum to be paid in lieu of traffic development fees for the construction of public roadway improvements to ensure a safe and efficient level of service, as set forth under County Code § 26-98-600 *et seq.*

(ii) Affordable Housing Fee

A portion of the Development Fee Payment includes two hundred ten thousand (\$210,000) per annum to be paid in lieu of affordable housing fees to develop and maintain affordable housing related to employment growth associated with new or expanded non-residential development as set forth under County Code §§ 26-89-010 through 26-89-110.

(iii) Greenhouse Gas, PM₁₀, and ROG Mitigation Fee

A portion of the Development Fee Payment includes eight hundred ninety

thousand dollars (\$890,000) per annum to be paid in lieu of County fees for programs designed to reduce emissions of greenhouse gases, ROG and PM₁₀ from the Project to the thresholds identified in Table 1 of the Record of Decision. The mitigation payments provided herein shall be deemed to satisfy mitigation measures 6.3(O), (P), and (PP) of the Record of Decision related to these impacts.

The County agrees to consult with the Tribe over the term of this Agreement concerning the proposed use of the Development Fee Payment. To maximize the effectiveness of the Mitigation Programs, the County may use the Development Fee Payment for one or more projects to address any of the purposes for which the Mitigation Programs were established. Following the payment of all in-lieu fees for the Mitigation Programs, the County may reprogram the Development Fee Payment to mitigate other impacts of the Project.

(d) Fire and Emergency Services

The Tribe shall pay one million dollars (\$1,000,000) per annum to the County for payment to the Fire Districts for the provision of fire and emergency services for the Project. The mitigation payment provided herein shall be deemed to satisfy mitigation measure 6.8(CC) of the Record of Decision.

(e) Crime Impact Mitigation to Cities

The Tribe shall pay four hundred sixteen thousand nine hundred eighteen dollars (\$416,918) per annum to the County for payment to the Cities for the mitigation of crime impacts of the Project on the Cities, as required by the Record of Decision:

Cotati	\$12,808
Petaluma	\$102,591
Santa Rosa	\$286,923
Sebastopol	\$14,596

The mitigation payment provided herein shall be deemed to satisfy mitigation measure 6.6(B) of the Record of Decision.

(f) Transit Occupancy Tax In Lieu

Following the opening of a hotel at the Gaming Facility, the Tribe shall pay seven hundred thousand dollars (\$700,000) per annum to the County in lieu of the County transient occupancy tax. The Parties acknowledge and agree that calculation of this in lieu payment is based on 200 hotel rooms at the Gaming Facility. If the number of hotel rooms is increased, the in-lieu payment per annum shall increase in an amount proportional to the increased number of rooms.

(g) Local Road Maintenance

The Tribe shall pay five hundred thousand dollars (\$500,000) per annum to mitigate the

impact of the Project on local roads located within a two-mile radius of the Project site, or collector and/or arterial roadways located within ten miles of the Project site, or roads impacted by Project construction.

(h) Highway 101 and Arterial and Collector Road Improvements

In years 1 through 5, the Tribe shall pay two million dollars (\$2,000,000) per year, to be passed through by the County to the Sonoma County Transportation Authority (SCTA), to acquire right-of-way easements and other property interests and continue other work necessary to complete the project development phase of the Marin-Sonoma Narrows (MSN) project and initiate construction. For purposes of these payments, the MSN project consists of two remaining phases: high-occupancy vehicle (HOV) lanes from Old Redwood Highway south to Petaluma Boulevard South, and HOV lanes from Petaluma Boulevard South to the Sonoma/Marin County line.

In years 6 through 10, the Tribe shall pay two million dollars (\$2,000,000) per annum, to be passed through by the County to SCTA, upon submission of documentation to the County and the Tribe of significant progress towards development of the MSN project identified above.

After year 10 or following completion of the MSN project, whichever is earlier, and following consultation with the Tribe, the Tribe shall pay two million dollars (\$2,000,000) per year to fund projects on Highway 101 between Highway 12 and the Sonoma/Marin County line or for use on other arterial or collector roads that serve the Gaming Facility.

(i) Implementation of Conjunctive Use and/or Water Conservation Program

The Tribe shall pay two hundred seventy five thousand dollars (\$275,000) per annum, to be passed through by the County to SCWA, to obtain the source water, monitor, and implement the conjunctive use project and/or water conservation program identified in section 2(b)(ii) above.

(j) Other Mitigation Payments

To mitigate other impacts of the Project as may be identified from time to time by the County or the Tribe, the Tribe shall pay the actual amount, or a portion thereof, of any measure the County determines is necessary to mitigate any impact of the Project. The County will make such determination in consultation with the Tribe, and upon showing a nexus between the proposed mitigation and the Project based on standards applicable to commercial developers. If the Tribe wishes to challenge a County determination, its challenge shall be subject to the provisions of section 12, including "baseball style" arbitration under subsection 12(g).

4. Community Benefit Programs

Following the payment of all recurring and non-recurring mitigation payments identified in sections 2 and 3 above and any reimbursements as set forth in section 5 of this Agreement, the

funds remaining in the Graton Mitigation Fund, if any, shall be paid to and allocated by the County for additional mitigation, including offsetting growth-inducing impacts of the Project, in the following descending order. Each program identified below shall be fully funded before any funding is allocated to the next program.

(a) County Regional Parks and Open Space

Twenty five million dollars (\$25,000,000) per annum, to the extent available in the Graton Mitigation Fund, shall be paid to the County for distribution to the County Regional Parks Department (“County Parks”) and the Sonoma County Agricultural Preservation and Open Space District (“Open Space District”). County Parks and the Open Space District shall use the payments to supplement existing General Fund appropriation levels budgeted by the County in Fiscal Year 2012-13 to expand and enhance public use and access to parks and open space, conserve and protect environmental resources, develop and expand organic gardens and farms serving disadvantaged populations in the County, and enhance public understanding of the historic role of local Native American tribes in managing the natural resources of the region. The funds are not intended and shall not be used for the acquisition of additional open space, but rather to improve and enhance existing parks and open space. The County and the Open Space District shall consult regularly with the Tribe on the proposed use of the funds and determine ways in which to utilize the Tribe’s special expertise and cultural connection to the area to develop and implement various projects and programs.

(b) Other Community Benefit Programs

Five million dollars (\$5,000,000) per annum, to the extent available in the Graton Mitigation Fund, shall be paid to the County to be used for other environmental or landmark restoration, enhancement and preservation purposes, including but not limited to supporting agricultural programs that facilitate organic farming and gardens that provide fresh produce and other goods to disadvantaged populations in the County. The Joint Mitigation Board shall consult and jointly agree on the uses of these funds.

(c) Sonoma County Indian Health Project, Inc. and Sonoma County Non-Gaming Tribes

Eight million dollars (\$8,000,000) per annum, to the extent available in the Graton Mitigation Fund, shall be paid to the County to be passed through, as follows: (a) two million dollars (\$2,000,000) to the Sonoma County Indian Health Project, Inc. (“SCIHP”); and (b) six million dollars (\$6,000,000) to federally recognized Non-Gaming Tribe(s) in Sonoma County. If less than eight million dollars (\$8,000,000) is available in the Graton Mitigation Fund, the payments shall be passed through in the same proportion as the above-identified payments (25% to SCIHP, and 75% to federally recognized Non-Gaming Tribe(s) in Sonoma County).

(d) Revenue Sharing Trust Fund and Tribal Nation Grant Fund

Twelve million dollars (\$12,000,000) per annum, to the extent available in the Graton Mitigation Fund, shall be paid to the County to be passed through to the State Gaming Agency

for deposit into the Revenue Sharing Trust Fund and/or Tribal Nation Grant Fund.

(e) Additional Mitigation

All remaining funds available in the Graton Mitigation Fund shall be paid to the County to be used for additional mitigation purposes as determined by the Joint Mitigation Board.

5. Payment Terms

(a) State Gaming Agency Payments

This Agreement requires the Tribe to make certain payments to the County. The Parties acknowledge and agree that the Compact obligates the Tribe to make payments into the Graton Mitigation Fund. The State Gaming Agency is then obligated to disperse revenues from the Graton Mitigation Fund to the City pursuant to Compact section 4.5.1. All remaining funds in the Graton Mitigation Fund shall then be dispersed to the County according to the terms of this Agreement. The Parties expect the State Gaming Agency to make the payments within seventy-five (75) days after the end of each calendar quarter (i.e., by June 15 for the first quarter, September 15 for the second quarter, December 15 for the third quarter, and March 15 for the fourth quarter) in which Gaming Activities are conducted. If the State Gaming Agency fails to timely transmit the payments to the County, the Parties shall meet and confer and each Party shall pursue all individual and joint remedies to compel payment.

(b) Tribally Guaranteed Payments

If the State Gaming Agency fails to disperse to the County the payments referenced above within ninety (90) days following the end of the calendar quarter in which Gaming Activities are conducted, then the Tribe shall make the payments due under sections 3(a), (b), (d), and (e) of this Agreement to the County, subject to their reimbursement under section 5(f). Any shortfall in payments to the County under section 3 shall be paid in full in future quarters before any Community Benefit payments are made under section 4 of this Agreement.

(c) Timing of Non-recurring Mitigation Payments prior to the Opening Date

Non-recurring payments to be made prior to the Opening Date and set forth in section 2(a) shall be made by the Tribe to the County in four quarterly installments of equal amounts beginning on the tenth (10th) day of the calendar quarter, commencing January 10, 2013.

(d) CPI Adjustment

All recurring mitigation payments described in section 3 of this Agreement shall be increased annually by the CPI Adjustment, which shall be effective on July 1 of each year following the Opening Date.

(e) Reimbursement of Certain Payments

Before any Community Benefit payments are made under section 4 of this Agreement in a given year, the County shall: (i) reimburse the Tribe for any recurring payments made directly by the Tribe pursuant to section 5(b) above; and (ii) reimburse the Tribe for any non-recurring payments that were made directly by the Tribe to the County prior to the Opening Date pursuant to section 2. One-third of the total reimbursements identified in subsection (e)(ii) shall be paid by the County to the Tribe in year 2, the second one-third in year 3, and the final one-third in year 4.

(f) Contingent Payments

Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that except for the non-recurring payments to be made prior to the Opening Date as set forth in section 2(a) of this Agreement, the Tribe's mitigation payments shall be contingent upon the occurrence of the Opening Date. In the event the Opening Date does not occur for any reason, mitigation payments payable after the Opening Date shall not be due.

(g) Revisions to Amount and Purpose of Payments

The County may shift the amount or purpose of the various payments described in section 3 of this Agreement within a funding category. In addition, the County has the authority to reallocate Recurring Mitigation Payments between the categories identified in section 3, subject to consultation with the Tribe identifying and explaining the intended reallocation.

(h) Public Attribution

The County shall generally identify and publicly attribute mitigation measures and community benefit programs and projects funded and supported by the Tribe, including but not limited to in the County budget process.

(i) No Other Payments

The Parties intend for the mitigation payments referenced in sections 2 through 4 of this Agreement to constitute all of the payments which the Tribe shall make to all County Departments, agencies and subdivisions for purposes of this Agreement. Except as expressly set forth in sections 2 through 4, this Agreement does not require the Tribe, or any enterprise, affiliate or business entity of the Tribe, to make any payment or contribution to the County or any cities within the County (other than the City of Rohnert Park) for specific Project mitigation purposes that are not expressly set forth in this Agreement. This provision has no effect on any other payments to the County for other purposes.

6. Other Mitigation Measures

The following identifies Project impacts that the Tribe has agreed to mitigate. In addition

to the mitigation measures below, specific measures related to groundwater, flooding and drainage, transportation and circulation, solid waste, noise, and aesthetics are attached as Exhibit B. Mitigation Measures identified in the Record of Decision are attached as Exhibit C. The mitigation requirements contained in this section 6 and in Exhibits B and C are fully enforceable as material terms under this Agreement.

The County's authority to enforce and insure the implementation of mitigation measures identified in the Record of Decision runs concurrently with the NIGC and any other agencies identified in the Record of Decision, and does not substitute for or usurp the authority of any other agency.

The mitigation measures identified in Exhibit B represent the good faith efforts of the Parties. The Parties shall continue to work collaboratively to identify feasible measures that will mitigate identified impacts.

Mitigation identified in Exhibit C may be implemented through reasonably equivalent or improved measures to achieve the intent of the identified mitigation.

(a) Open Space and Growth

Within one hundred and eighty (180) days of the effective date of this Agreement, the Tribe shall transfer to the Sonoma Land Trust its fee title and all other interests in the 321 Acre Parcel, the value of which is estimated at four million, five hundred thousand dollars (\$4.5 million). It is anticipated that as a condition of the transfer, the Sonoma Land Trust will preserve the land for conservation, restoration, education, farming, or public access purposes as may be determined between the Tribe and the Sonoma Land Trust, including but not limited to exploring the possibility of developing an organic farm on the 321 Acre Parcel for the purpose of providing work and wholesome produce to disadvantaged populations in the area.

(b) Williamson Act

The Parties acknowledge and agree that approximately 181 acres comprising the southwestern portion of the Reservation is subject to a contract that restricts the primary use of the land to agricultural and compatible uses pursuant to the California Land Conservation Act of 1965, Cal. Gov't Code § 51200, et. seq. ("Williamson Act Lands"). The Tribe agrees to restrict the primary use of the Williamson Act Lands to agricultural and compatible uses for a period of no less than ten (10) years from the date, if any, on which the Tribe files a notice of nonrenewal with the County pursuant to section 51245 of the California Government Code. Such agricultural and compatible uses of the Williamson Act Lands shall include, but are not limited to, open space, wetlands, and uses substantially consistent with those described for the Preferred Action in the Record of Decision, including agricultural spray fields and associated storage ponds, pasture land, and crops. Implementation of this provision shall be deemed to satisfy Mitigation Measure 6.7(X) of the Record of Decision.

(c) Right to Farm

The Tribe recognizes the importance of agriculture to the economy and character of the County and supports the operation of properly conducted agricultural operations within the County. The Tribe acknowledges the possible inconvenience or discomfort arising from such operations, including but not limited to noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft) during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. The Tribe is prepared to accept such inconveniences or discomfort as a normal and necessary aspect of operating the Project in the County and recognizes the right of farms and agricultural operations located near the Facility to engage in agricultural activities for commercial purposes in a manner consistent with proper and accepted customs and standards without incurring liability for nuisance as set forth under California Civil Code section 3482.5. The Tribe agrees to use its best efforts to handle all customer complaints of inconvenience or discomfort arising from agricultural operations. The Tribe has no jurisdiction, intent, or inherent sovereign powers to interfere with the right to farm as guaranteed under federal, State or local law.

(d) Alcohol Service

The Tribe shall establish a program to mitigate the potential impacts of the service of alcohol at the Gaming Facility on the County and surrounding communities by implementing the following measures:

- (i) It shall establish security procedures to regulate the presence of guests under the age of 21 in the casino gaming areas.
- (ii) It shall require full alcohol awareness training and certification in the form of ABC, TAM, TIPS, etc. for all employees in the following areas:
 - Security Department (including all management and officers)
 - Valet Drivers
 - Beverage Servers
 - Bartenders / Barbacks
 - Food and Beverage Management
 - Food Servers (in restaurants where alcohol is served)
 - Table Games (all management and floor Supervisors)
 - Slots (all management and floor supervisors)
 - Gift Shop Clerks (if alcohol is sold)
 - Marketplace Tenants (food court tenants – if alcohol is offered on their menu)
 - Key members of the Executive Team

(iii) It shall include information on alcohol awareness in the guest service training and orientation process.

(iv) It shall include information on alcohol awareness in the employee handbook.

(v) It shall offer a taxi service for guests of the gaming facility.

(vi) It shall enter into an agreement with one or more agencies to provide a safe alternative for transportation.

(vii) It shall offer free transportation to nearby hotels for guests of the Gaming Facility in the event that no other option is available.

(viii) No persons under the age of 21 shall be permitted in any area where Gaming Activities are being conducted unless the person is en route to a non-gaming area of the Gaming Facility, or is employed at the Gaming Facility in a capacity other than for the sales or service of alcoholic beverages.

(ix) If the Tribe permits the consumption of alcoholic beverages the Tribe shall prohibit persons under the age of twenty-one (21) years from purchasing, consuming, or possessing alcoholic beverages in the Gaming Facility. The Tribe shall also prohibit persons under the age of twenty-one (21) years from being present in any room or area in which alcoholic beverages may be consumed, except to the extent permitted by the State Department of Alcoholic Beverage Control for other commercial establishments serving alcoholic beverages.

(x) No free alcoholic beverage promotions shall be allowed at the Gaming Facility. No "Happy Hour" or other type of reduced price beverage promotions shall be allowed except in restaurants and other places where meals are served.

(xi) The Tribe shall provide an adequate number of uniformed security guards during the hours of sales of alcoholic beverages in the Gaming Facility and parking area.

(xii) There shall be no minimum drink requirement at the Gaming Facility.

(xiii) Signs prohibiting the removal of open alcoholic beverages intended for consumption at the Gaming Facility shall remain posted at all points of exit from the Gaming Facility. These signs shall be of sufficient size so as to be easily seen and read by patrons exiting the Gaming Facility.

(xiv) The Tribe agrees to notify the County at least ten (10) days before making any application to the Department of Alcoholic Beverage Control and, if requested to do so, to meet in good faith with the County within seven (7) days of the request to discuss the application.

(e) Tobacco Smoke

The Tribe shall provide a non-smoking area in the Gaming Facility and utilize a ventilation system throughout the Gaming Facility that exhausts tobacco smoke to the extent reasonably feasible using state-of-the-art technology existing as of the date of the construction or significant renovation of the Gaming Facility.

The Tribe shall not offer or sell tobacco to anyone under eighteen (18) years of age.

(f) Other Mitigation Funding Sources

The Tribe and County agree to cooperate to acquire other available sources of mitigation and other funding, social service support, and renewable energy resources, including but not limited to funding under the Indian Reservation Roads Program.

(g) Mitigation Monitoring and Reporting

The Tribe agrees to implement the mitigation measures set forth in section 6 and Exhibits B and C of this Agreement. During the construction and operation of the Project, and continuing until all mitigation measures are implemented, the Tribe shall prepare and provide the County a mitigation monitoring report on at least a quarterly basis that documents the implementation of all identified mitigation measures, including equivalent mitigation measures accepted by the NIGC, and their effectiveness in reducing the related impact. The Parties will consult regarding the form and scope of mitigation monitoring reports.

All disputes regarding the mitigation monitoring reports, or the implementation of mitigation measures, shall be resolved pursuant to the dispute resolution process in this Agreement.

7. Term

(a) Effective Date

This Agreement shall not become effective unless and until the following events have occurred:

(i) this Agreement has been approved by the Board of Supervisors of the County, approved as to form by County Counsel and executed and delivered by the County; and

(ii) this Agreement has been approved by the Tribal Council and the General Council of the Tribe, approved as to form by outside legal counsel to the Tribe, and executed and delivered by the Tribe.

(b) Term of Agreement

Once effective, this Agreement shall be in full force and effect until the earlier of (i) December 31, 2033, or (ii) the date the Compact is terminated.

(c) Automatic Extensions

If the Tribe enters into a new tribal-state gaming compact or otherwise continues to operate the Gaming Facility, this Agreement shall be automatically extended to run for the period set forth in the new tribal-state gaming compact; provided, however, that, commencing not later than one hundred eighty (180) days prior to that date, the Parties shall meet, confer and renegotiate with respect to the provisions of this Agreement that provide for mitigation and community benefit payments made by the Tribe under this Agreement. If the Parties are unable to agree upon the dollar amounts necessary to maintain substantial mitigation of impacts and a comparable level of community benefits, the Parties shall institute the conflict resolution provisions contained in section 12 and, if unable to reach agreement, an arbitrator shall determine in a "baseball style" arbitration the amount necessary to retain substantially the same overall level of support for mitigation and community benefits contemplated in this Agreement.

8. Termination

Unless otherwise agreed by the Parties, this Agreement shall automatically terminate in the event, and on the date, that the Tribe permanently ceases development and construction of the Project or ceases the operation of Gaming Activities at the Gaming Facility.

9. Suspension Events

During Years One through Seven, if, due to Force Majeure (as hereinafter defined), an act of God, valid business considerations or any other reason, the Gaming Operations previously conducted by the Tribe on the Reservation are completely suspended or terminated for a period of at least three months, the Tribe's obligations to make annual financial contributions pursuant to Sections 2 through 4 of this Agreement shall be suspended in the same manner as authorized under the Compact until such time as the Gaming Operations are resumed. The period of obligations under the Agreement shall be extended for the time of any suspension. For the purposes of this section, the term "Force Majeure" shall include, without limitation, the following circumstances that result in complete suspension or termination of Gaming Operations: earthquake; flood; fire; other natural disasters; changes in law, regulation or governmental policy; riots; war; or terrorism. Nothing in this section shall impact the Tribe's liability for financial contributions which became due and payable prior to the date such Gaming Operations are suspended or terminated. When a force majeure event occurs, the Tribe shall provide written notice within 72 hours of the event that performance of its obligations is prevented or delayed, and within 72 hours after Gaming Operations are resumed.

10. Renegotiation Provision

(a) Renegotiation Events

The Tribe may request that the County renegotiate one or more of the provisions of this Agreement if there is a change in law, facts, or other unforeseen circumstances that fundamentally changes the Tribe's financial assumptions made in entering into this Agreement and significantly adversely affects the Project's revenues. Such fundamental changes shall be deemed to include, without limitation, the following:

(i) any change ending the prohibition on Class III gaming (as defined in IGRA) or the operation of Gaming Devices by non-Indians in California that substantially affects the Project's financial projections and actual revenues by at least 25%; and

(ii) a substantial reduction in the scope of gaming permitted on the Reservation, whether pursuant to a change in federal, state or local constitutions, laws, rules or regulations, the Compact or otherwise.

The County may request that the Tribe renegotiate one or more of the provisions of this Agreement if there is a change in law, facts, or other unforeseen circumstances that fundamentally changes the County's financial assumptions made in entering into this Agreement. Such fundamental changes shall be deemed to include, without limitation, the existence of a significant adverse impact of the Project that was not specifically addressed in the EIS or was not anticipated by the County.

(b) Renegotiation Procedures

All requests to renegotiate or amend this Agreement shall be by written notice and shall include reference to the provisions of this Agreement to be renegotiated. Upon receipt of such notice, the Parties shall attempt to renegotiate this Agreement in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations within fifteen (15) days of the notice. Each Party is hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to confirm such authorization. The purpose of the negotiations will be to attempt to renegotiate the provisions of this Agreement in good faith so that the Parties retain substantially the same rights, levels of mitigation, and community benefits contemplated as of the date of this Agreement. If the Parties are unable to renegotiate then either Party may trigger the dispute resolution provisions contained in section 12.

11. Severability

Notwithstanding any provision of California law to the contrary, if any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such

void, illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the void, illegal, invalid, or unenforceable provision or by its severance from this Agreement. Similarly, notwithstanding any provision of California, Federal or Tribal law to the contrary, if any provision of this Agreement requires the County, Tribe, or any other Public Entity to take any action which has not been taken in connection with the approval of this Agreement or otherwise, or subjects this Agreement to the referendum or initiative process under California law, this Agreement shall be construed and enforced as if such provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the applicable provision or by its severance from this Agreement. In the event that the entire Agreement is declared void, illegal, invalid, unenforceable or unauthorized, the Parties shall enter into good faith negotiations to negotiate a new agreement that maintains the expectation of each Party in entering into this Agreement. If any of the events referenced in this section occurs, the Parties shall endeavor in good faith negotiations to replace the applicable provisions or provisions with a substitute provision, the economic and other effects of which comes as close as possible to that of the provision which has been severed. Such negotiations shall be conducted pursuant to the provisions of section 10(b) of this Agreement.

12. Dispute Resolution Provisions

(a) Dispute Resolution

In an effort to foster good government-to-government relationships and to assure that the Tribe is not unreasonably prevented from engaging in gaming and other commercial activities on the Reservation, and the County is able to insure that the off-reservation impacts of the project are fully mitigated, the Parties agree to the dispute resolution procedures set forth in this section.

(b) Meet and Confer

The Parties shall make their best efforts to resolve claims arising under this Agreement by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the implementation of the terms of this Agreement as follows:

(i) A Party shall give the other Party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims of breach of this Agreement.

(ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than 10 days after the receipt of notice, unless the Parties agree in writing to an extension of time.

(c) Mediation or Other Dispute Resolution

If such dispute is not resolved to the satisfaction of the Parties, the Parties may, by mutual agreement, pursue mediation or any other method of dispute resolution; provided, however, that no Party is under an obligation to agree to such mediation or other method of dispute resolution.

(d) Binding Arbitration

If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after either the first meeting or after any other dispute resolution under section (c), or such other extended period as the Parties may agree in writing, then the Parties may seek to have the dispute resolved by binding arbitration in accordance with the following procedures:

(i) Upon the request of a Party in writing, the dispute shall be submitted to binding arbitration in accordance with this section.

(ii) The disputes to be submitted to arbitration shall be limited to claims arising under this Agreement, and which were subject to the meet and confer in section 12(b).

(iii) In the event there is any dispute as to whether a matter is subject to the arbitration provisions of this Agreement, or any dispute concerning the scope of the matter or matters to be arbitrated, the disagreement as to whether the dispute is subject to the arbitration provisions of this Agreement or the scope of such arbitration shall be submitted to the arbitrator referenced in subsection (iv) of this section.

(iv) The arbitration shall be conducted before a single arbitrator in accordance with the JAMS Streamlined Arbitration Rules (or such other streamlined arbitration rules as the Parties may agree), as modified by the provisions of this Agreement. The arbitrator shall be a retired judge selected pursuant to the following terms:

The arbitrator shall be selected by the Parties. If at such time the Parties are unable to agree upon the selection of a single arbitrator, then each Party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired California Superior Court or United States District Court judge; provided, however, if either Party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, then the arbitrator selected by the other Party shall conduct the arbitration.

(v) The arbitration shall take place in Santa Rosa or another location mutually agreed upon by the Parties.

(vi) The provisions of Section 1283.05 of the California Code of Civil Procedure shall apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrator.

(vii) Each side shall bear its own costs, attorneys' fees, and one-half the costs and expenses of the arbitrator.

(viii) The decision of the arbitrator should be made within thirty (30) days of the arbitration. The decision shall be in writing and shall give reasons for the decision.

(d) Damages

The Parties agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the annual financial contributions which the Tribe is required to make to the County under the Agreement. In no instance shall the Parties to this Agreement be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. The Parties agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement.

(e) Confirmation of Awards

Any Party to an arbitration in which an award has been made pursuant to this section may petition the federal District Court for the Northern District of California or, if such Court declines jurisdiction, the State Superior Court for Sonoma County or any other court of competent jurisdiction to confirm the award, including any appellate proceedings. The Parties expressly consent to the jurisdiction of such Courts for the purpose of confirmation of such an award. An award shall be confirmed, provided that:

(i) The award is limited to the purposes of arbitration stated in this section.

(ii) No person or entity other than the Parties is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party.

If an award is confirmed, judgment shall be entered in conformity with the award. The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

(f) Intervention

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Tribe or the County with respect to intervention by any additional party not deemed an indispensable party to the proceeding.

(g) Baseball Style Arbitration

Disputes arising under sections 3(j) and 7(c) of this Agreement shall be subject to “day baseball style” arbitration as defined by standard or accepted arbitration rules and procedures.

(h) Confidentiality

Unless otherwise agreed by the Parties, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

13. Waiver of Sovereign Immunity

Pursuant to General Council Resolution No. 12-40, and subject to the provisions of this section, the Tribe expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the County, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes. The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from, or pursuant to a contract with, the Tribe or County; or (ii) disputes between the Tribe and the County which do not specifically arise under this Agreement. The Tribe further agrees that exhaustion of administrative remedies, including before any tribal court, shall not be required prior to proceeding to court action under section 12.

14. Representations and Warranties

Each Party represents, warrants and covenants to the other Party as follows:

(a) Authority

Such Party has the legal power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) Due Authorization

The approval, execution, and delivery of this Agreement, and waiver of sovereign immunity, and the performance by such Party of its obligations under this Agreement, have been authorized by all requisite actions of such Party.

(c) Due Execution and Delivery

The persons executing this Agreement on behalf of such Party are duly authorized to execute and deliver this Agreement on behalf of such Party.

(d) Enforceability

This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and, once executed and delivered, cannot be invalidated pursuant to any subsequent action of the Board of Supervisors of the County or the Tribal Council or General Council of the Tribe, as applicable.

(e) No Conflict

The approval, execution, delivery and performance of this Agreement does not conflict with any other agreement to which such Party is a party and does not violate or require any action which has not been taken under any law, statute, rule, regulation, ordinance, general plan, tribal law, specific plan or court order or decree applicable to such Party.

(f) Waivers

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.

15. No Submission to Jurisdiction

The Parties acknowledge and agree that this Agreement, except as otherwise specified, is not intended to constitute, and shall not be construed as constituting, a submission by the Tribe to the jurisdiction of (i) the County or any or any of its subdivisions, departments or courts, (ii) any of its or their respective officials, employees, inspectors or contractors, or (iii) any of its or their respective laws, rules, regulations, ordinances, general plans or specific plans.

16. Third Party Matters

This Agreement is not intended to, and shall not be construed to, create any right on the part of any third party to bring any action or otherwise enforce any of its terms.

17. Notice

All notices required by this Agreement shall be deemed to have been given when made in writing and delivered or mailed to the respective Parties and their representatives at their respective addresses as set forth below or such other addresses as they may provide to the other Party from time to time:

For the County:
County Counsel
Office of the Sonoma County Counsel

575 Administration Drive
Santa Rosa, CA 95403
ATTN: County Counsel
Telephone: (707) 565-2421
Fax: (707) 565-2624

With copies to:

County Administrator
575 Administration Drive
Santa Rosa, CA 95403
ATTN: County Administrator
Telephone: (707) 565-2431
Fax: (707) 565-3778

For the Tribe:

Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928
ATTN: Chairperson
Telephone: (707) 566-2288
Fax: (707) 566-2291

With copies to:

Maier Pfeffer Kim & Geary, LLP
1440 Broadway, Suite 812
Oakland, CA 94612
ATTN: John Maier, Esq.
Telephone: (510) 835-3020
Fax: (510) 835-3040

18. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

19. Construction of Agreement

This Agreement, including all recitals, together with all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, drafts regarding this Agreement, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or any amendment to this Agreement or the construction or

meaning of any term contained in this Agreement or any amendment to this Agreement, this Agreement or any amendment to this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, either Party based on the preparation or negotiation of this Agreement or any amendment to this Agreement. The headings contained in this Agreement are for convenience of reference only and shall not effect this Agreement's construction or interpretation.

20. Binding Agreement

This Agreement is intended to be, and shall be construed to be, binding upon the Parties and all successors and successors-in-interest of each Party, including all officers, agents and employees, and, in the case of the County, future County Boards of Supervisors, and, in the case of the Tribe, future Tribal Councils or General Councils.

21. CEQA

Government Code § 12012.56(b)(1)(C) states that in deference to tribal sovereignty, the execution of an intergovernmental agreement between a tribe and a county or city government negotiated pursuant to the express authority of, or as expressly referenced in, the Compact shall not be deemed a project for purposes of CEQA. This Agreement is an intergovernmental agreement between the Tribe and the County negotiated pursuant to the Compact and, therefore, execution of this Agreement is not subject to CEQA.

This Agreement does not commit the County to implement any public improvement, or to take any action that may result in physical changes in the environment. This Agreement requires the Tribe to make mitigation payments for identified mitigation measures and programs; however, the County retains discretion to elect not to implement any or all of the specific mitigation measures and programs identified in this Agreement. In the event the County elects not to approve or implement identified mitigation measures or programs, it will meet and confer with the Tribe and re-allocate the mitigation payment provided by the Tribe to other measures designed to address the relevant impact.

To the extent that the County is required to comply with CEQA with respect to any improvements, programs or activities identified in or related to this Agreement, the County will comply with CEQA prior to approving or implementing such improvements, programs or activities. This Agreement does not restrict the County's discretion to evaluate the impacts of such improvement, programs or activities, identify and adopt mitigation for such impacts, consider and approve alternatives designed to lessen such impacts, or deny approvals necessary for such improvement, programs or activities.

22. Amendments

This Agreement may be modified or amended only by mutual and written agreement of the Parties.

23. Review by the Department of Interior

The Tribe shall submit this Agreement to the United States Department of the Interior for either: (a) approval pursuant to 25 U.S.C. § 81; or (b) a written response that this Agreement does not require approval under 25 U.S.C. § 81. The Tribe shall undertake reasonable efforts, in consultation with the County, to secure approval or written response. The County, at its sole discretion, has the right to withdraw its support for the Agreement if it is not submitted to the Department of the Interior pursuant to this section within ten (10) days following the Effective Date. If the Department of Interior determines that portions of this Agreement violate 25 U.S.C. § 81 or are otherwise invalid, the severability provisions set forth in section 11 of this Agreement shall govern.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date set forth above.

SONOMA COUNTY, CALIFORNIA

Date: _____, 2012

By: _____
Name: _____
Its: Chairman of the Board of Supervisors

APPROVED AS TO FORM BY COUNTY COUNSEL

Date: _____, 2012

By: _____
Bruce Goldstein, Esq.
County Counsel

FEDERATED INDIANS OF GRATON RANCHERIA

Date: _____, 2012

By: _____
Greg Sarris
Chairperson

APPROVED AS TO FORM BY LEGAL COUNSEL FOR THE TRIBE

Date: _____, 2012

By: _____
John Maier, Esq.
Maier Pfeffer Kim & Geary, LLP

EXHIBIT A

LEGAL DESCRIPTION OF THE RESERVATION

TRACT ONE

Farms 102, 103, 104, 105, 106, 124, 125, 126 and 127, as shown upon the Map of Plan of Subdivision of Santa Rosa Farms No. 2, filed March 7, 1910 in the Office of the County Recorder of Sonoma County in Book 21 of Maps, Page 14, Sonoma County Records. Certificate of Compliance recorded January 28, 1998 as Document No.'s 1998 0008588 through 1998 0008596, Sonoma County Records. Being Assessors Parcel No. 045-073-001.

TRACT TWO

Parcel One

Farms 130 and 131 as shown upon the Map of Plan of Subdivision of Santa Rosa Farms No. 2 filed March 7, 1910 in the Office of the County Recorder of Sonoma County in Book 21 of Maps, Page 14, Sonoma County Records. Certificate of Compliance recorded January 28, 1998 as Document No.'s 1998 0008597 and 1998 0008598, Sonoma County Records. Being a portion of Assessor's Parcel No. 045-074-009.

Parcel Two

Farm 129 of Santa Rosa Farms No. 2, according to Map thereof filed in the Office of the County Recorder of said County on March 7, 1910 in Book 21 Maps, Page 14, Sonoma County Records. Being Assessor's Parcel No. 045-074-010.

Parcel Three

Farm No. 128 as same is shown upon that certain Map Entitled "Plan of Subdivision of Santa Rosa Farms No. 2, Sonoma Co., Cal., Etc.", filed March 7, 1910 in Book 21 of Maps at Page 14.

Saving and Excepting Therefrom, the following:

Commencing at the Southeasterly corner of said Farm No. 128; thence Northerly along the Eastern line thereon, 155 feet and 7 inches to a point, for the actual point of commencement of the tract to be herein described; thence from said point of commencement, South 89[deg] West, 289 feet and 6 inches to a point; thence Northerly, parallel with the Eastern line of said Farm No. 128, a distance of 155 feet and 10 inches to a point; thence North 89[deg] East, 289 feet and 6 inches to the Eastern line of said Farm No. 128; thence Southerly along said Eastern line, 155 feet and 10 inches to the point of commencement.

Also Saving and Excepting Therefrom, the following:

Beginning at a point on the center line of Labath Avenue, which point is the Southeast corner of Lot 128 as shown upon the Map entitled "Plan Of Subdivision of Santa Rosa Farms No. 2, Sonoma Co., Cal., Etc.", filed March 7, 1910 in Book 21 of Maps, Page 14, Sonoma County Records; thence North 1[deg] West along the Easterly line of Lot 128, a distance of 155 feet, 7 inches to a point; thence South 89[deg] West, 289.5 feet; thence North 1[deg] West, 77 feet, 10 inches; thence South 89[deg] West, 283.66 feet to the Westerly line of said Lot 128; thence along said line, South 1[deg] East, 233.5 feet to the Southwest corner of said Lot 128; thence along the Southerly line of said Lot, North 89[deg] East, 573.16 feet to the point of beginning.

Being Assessor's Parcel No. 045-073-002.

TRACT THREE

A Portion of Farm No. 128 as shown upon the Map entitled "Plan of Subdivision of Santa Rosa Farms No. 2, Sonoma County, California", filed in the Office of the County Recorder of Sonoma County, California, on March 7, 1910 in Book 21 of Maps, page 14, more particularly described as follows:

Commencing at the Southeasterly corner of said Farm No. 128; thence Northerly along the Easterly line thereof, 155 feet, 7 inches to a point for the true point of beginning of the tract to be herein described; thence South 89[deg] West 289 feet, 6 inches to a point; thence Northerly parallel with the Easterly line of said Farm No. 128, a distance of 155 feet, 10 inches to a point; thence North 89[deg] East, 289 feet, 6 inches to the Easterly line of said Farm No. 128; thence Southerly along said Easterly line, 155 feet, 10 inches to the point of beginning.

Being Assessor's Parcel No. 045-073-003.

TRACT FOUR

Beginning at a point on the center line of Labath Avenue which point is the Southeast corner Lot 128 as shown upon the Map entitled Plan of Subdivision of Santa Rosa Farms No. 2, Sonoma County, California, etc., filed March 7, 1910 in Book 21 of Maps, page 14, Sonoma County Records; thence North 1[deg] West along the Easterly line of Lot 128, a distance of 155 feet 7 inches to a point; thence South 89[deg] West, 289.5 feet; thence North 1[deg] West, 77 feet 10 inches; thence 89[deg] West, 283.66 feet to the Westerly line of said Lot 128; thence along said line South 1[deg] East, 233.5 feet to the Southwest corner of said Lot 128; thence along the Southerly line of said Lot, North 89[deg] East, 573.16 feet to the point of beginning.

Being Assessor's Parcel No. 045-073-004.

TRACT FIVE

A tract of land, being a portion of the Rancho Llano de Santa Rosa, and commencing on the boundary line of said Rancho on the line between Section 21 and 22, in Township 6 North, Range 8 West, Mount Diablo Base & Meridian, at a point in the center of the County Road

known as the Santa Rosa and Stony Point Road, from which point the post for the railing of the bridge, across the Laguna and standing on the Southeast corner of the same, is North 31[deg] West, 13 links distant; thence from said point of beginning, North 89[deg] 30' East, 11.92 chains, South 39[deg] 05' East, 2.61 chains, South 53[deg] East, 1.36 chains, South 64[deg] East, 1.23 chains, South 77[deg] 15' East, 2.62 chains, South 88[deg] 05' East, 3.94 chains, North 4[deg] 15' East, 1.43 chains, South 88[deg] East, 2.03 chains, South 56[deg] East, 2.44 chains, North 87[deg] 15' East, 22.62 chains to the Northwest boundary line of the Cotati Rancho; thence along said line, North 29[deg] 15' East, 39.44 chains; thence leaving said line, West 67.92 chains to the center of the aforesaid Road and Section line; thence South, 32.18 chains to the point of beginning. Magnetic Variation 17[deg] East.

Excepting therefrom those portions of land described in the Deeds from Manuel T. Pimentel, et al, to the Sonoma County Flood Control and Water Conservation District, recorded August 16, 1961 in Book 1840 of Official Records, page 280, Serial No. G-60050, Sonoma County Records, and recorded September 24, 1963 in Book 1989 of Official Records, page 575, Serial No. H-56600, Sonoma County Records.

Also excepting therefrom that portion of land described in the Deed from Mary C. Pimentel, et al, to the Sonoma County Flood Control and Water Conservation District, recorded February 11, 1966 in Book 2187 of Official Records, page 957, Serial No. J-83549, Sonoma County Records.

Also excepting therefrom that portion of land described in the Deed to the City of Rohnert Park, recorded January 11, 1989, as Document No. 89002750 of Official Records of Sonoma County.

Also excepting therefrom that portion of land described in the Deed to the County of Sonoma, recorded May 17, 1996 as Document No. 1996 0044116 of Official Records of Sonoma County.

An easement for cattle and agricultural equipment crossing, as described in the Deed from the Sonoma County Flood Control and Water Conservation District to Manuel L. Pimentel and Mary C. Pimentel, recorded August 15, 1961 in Book 1840 of Official Records, page 284, Serial No. G-60051, Sonoma County Records.

An easement for cattle and agricultural equipment crossing, as described in the Deed from the Sonoma County Flood Control and Water Conservation District to Manuel L. Pimentel and Mary C. Pimentel, recorded August 15, 1961 in Book 1840 of Official Records, page 288, Serial No. G-60052, Sonoma County Records.

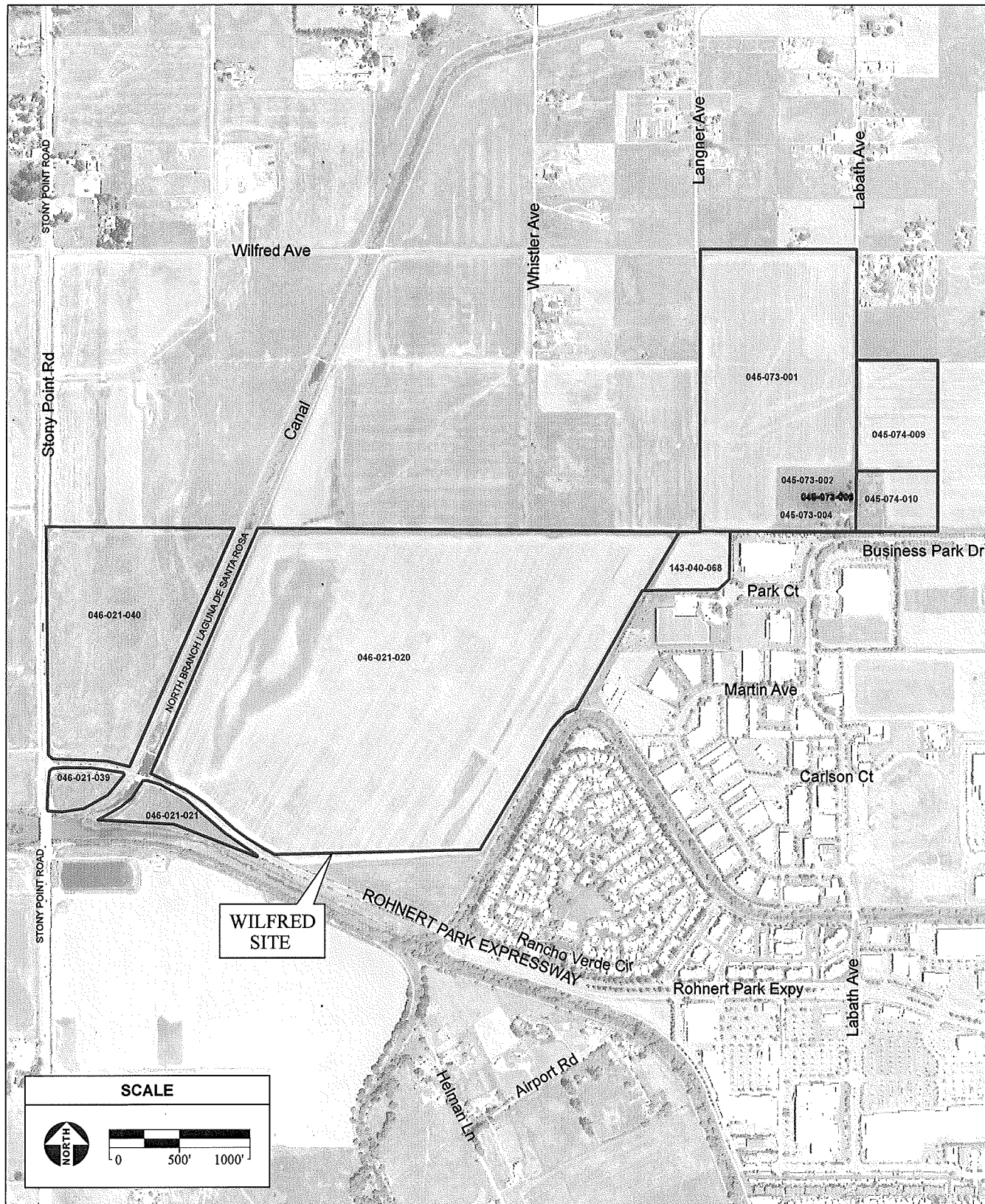
Being Assessor's Parcel Nos. 046-021-020 & 021,046-021-039 & 040.

TRACT SIX

All that certain real property situated in the City of Rohnert Park, County of Sonoma, State of California, described as follows: Lot 6, as shown on the map of "Rohnert Business Park

Subdivision”, filed August 12, 1985 in the office of the County Recorder in Book 375 of Maps, at pages 10 and 11, Sonoma County Records.

Being Assessor’s Parcel No. 143-040-068.



SOURCE: GlobeXplorer Aerial Photography, 4/1/2007; AES, 2008

Graton Rancheria Hotel and Casino EIS / 203523 ■

Figure 1-4
Wilfred Site – Parcel Map

EXHIBIT B

1. FLOODING AND DRAINAGE

- A. The Tribe and its consultants have prepared a Stormwater Management Plan and Site Improvement Plans for the site. The Stormwater Management Plan and Site Improvement Plans demonstrate that the Project will limit the 10-year, 25-year, and 100-year peak storm discharge rate from the Project site to less than or equal to existing pre-Project conditions at all locations where runoff leaves the site.

The Parties have met several times, and worked in good faith so that the County may obtain additional information and verify the Project's substantial conformance with the Sonoma County Water Agency Flood Control Design Criteria. The County acknowledges that the Record of Decision ("ROD") does not legally obligate the Project to conform to the Flood Control Design Criteria. The County appreciates that the Tribe has voluntarily agreed to substantially conform, where feasible, to the Flood Control Design Criteria.

- B. The Tribe's Stormwater Management Plan and Site Improvement Plans have and will identify drainage improvements and other measures that are necessary for the Project to conform to the ROD and to substantially conform, where feasible, to the Flood Control Design Criteria. Those drainage improvements and other measures will be implemented as identified by the Tribe. If any material changes to the improvements, designs, structures, ponds, pumps, and/or calculations are proposed or required, they will be submitted to the County for review and, if necessary, the Parties shall meet and confer in good faith and in a timely manner to discuss those changes and any additional steps that may be necessary to verify substantial conformance with the Flood Control Design Criteria.
- C. The drainage improvements identified by the Tribe in its Stormwater Management Plan and Site Improvement Plans, and/or implemented by the Tribe on the site, will be kept free from debris and maintained as designed, and will function as calculated.
- D. If complaints are received from the Regional Water Quality Control Board for the North Coast Region, the parties will meet and confer in good faith and in a timely manner to discuss stormwater management and drainage on the site, and identify whether additional measures are necessary to meet the above identified standards.

2. GROUNDWATER

Regional Groundwater

The water demand calculation in the Record of Determination has been updated by the Tribe to reflect changes in the Project scope and design. The following chart depicts the water demand as calculated in the ROD, and as updated to reflect changes in the scope and design of the Project.

	Updated Calculation (Mil-Gal/Yr)		Record of Determination Calculation (Mil-Gal/Yr)	
	Phase 1	Phase 1 and 2	Phase 1	Phase 2
Potable	30	36	74	74
Reclaimed	46	51	13	13
Totals	76	87	87	87

Localized Groundwater

The following measures will be implemented unless and until the Tribe obtains a municipal water connection. If the Tribe obtains a municipal water connection, the following measures will not need to be implemented.

A. ROD Mitigation Measure 6.2(M) states that the Tribe shall implement a groundwater monitoring program consistent with Appendix G of the Final Environmental Impact Statement (FEIS). Measure 6.2(M) and Appendix G state that the program shall include the monitoring of existing and/or new wells, with a shallow/deep well pair located within ½-mile of the Project and shallow/deep pair located between 1 and 2 miles of the Project. Water-level measurements shall begin at least one year prior to the Opening Date. The Tribe will implement that monitoring program, as outlined below.

1. Monitoring of far-field wells (1 to 2 miles from the Project) is necessary to adequately assess actual groundwater-level drawdown from the Project. The Tribe has identified 12 wells that will be monitored, including several that are 1 to 2 miles from the Project. The Tribe has voluntarily agreed and will monitor the 12 wells for not only groundwater quantity, but groundwater quality as well.
2. For the first three years after the Opening Date, the Tribe will conduct monthly monitoring of groundwater elevations.
3. Beginning in year 4, if the hotel has not been constructed and no significant reduction in groundwater is measured, monitoring frequency may be reduced from monthly to quarterly. Groundwater-levels from near and far monitoring wells will be monitored unless and until the Tribe obtains a municipal water connection.
4. Groundwater-level data collected from the monitoring wells should be provided to the Sonoma County Water Agency for incorporation into the California Statewide Groundwater Elevation Measurement (CASGEM) program and any future voluntary groundwater-level monitoring program developed as part of the Groundwater Management Plan (GMP) process in the Santa Rosa Plain.
5. If the GMP process or the Salt and Nutrient Management Plan for the Santa Rosa Plain result in the development of future studies or monitoring programs, the Tribe will cooperate with SCWA or the County to make on- and off-Reservation monitoring wells available for the collection of groundwater quality samples for that purpose.

Residential Well Monitoring and Compensation Program

- B. ROD Mitigation Measure 6.2(N) requires the Tribe to develop and implement a program to compensate neighboring well owners for impacts to well operations caused by Project pumping. The Tribe is developing and will implement that program as outlined below.
- C. The Tribe has voluntarily contracted with the Sotoyome Resource Conservation District to coordinate a voluntary well monitoring program. The Tribe will maintain that contract or contract with another local, objective, and qualified entity to coordinate the voluntary well monitoring program. The program will provide resources and technical assistance to support voluntary self monitoring for property owners that have groundwater wells within a 2-mile radius of the Project. The voluntary program will utilize monitoring methods based on guidance provided by the Sonoma County Water Agency and California Department of Water Resources. The voluntary program will be instituted a year in advance of the Opening Date to allow baseline data collection during a full twelve month cycle.
- D. The Tribe has voluntarily contracted with Wagner & Bonsignore to oversee the well impact compensation program set forth in ROD Mitigation Measure 6.2(N). The Tribe will maintain that contract or, in consultation with the County, contract with another objective and qualified third party to oversee the well impact compensation program. Wagner & Bonsignore has reviewed the voluntary well monitoring program and approved the relevant data collection forms. The Tribe will ensure that the selected party/individual shall have the independent authority and sufficient financial resources to decide and award proper claims for compensation.
- E. The Parties will meet and confer as necessary regarding the Tribe's voluntarily groundwater quality monitoring, and agree to take all reasonable and feasible measures should they prove necessary.

Groundwater Study and Groundwater Management Program

- F. ROD Mitigation Measure 6.2(L) states that water conservation measures including use of reclaimed water for landscape watering, cooling tower makeup water, and toilets shall be implemented. The measure states that in addition, a list of other specific water conservation measures shall be adopted, resulting in a water savings of approximately 12,800 gallons per day.
 - 1. The Tribe will utilize best available technologies for water-using fixtures, equipment, and appliances.
 - 2. The Tribe will utilize recycled water for landscape irrigation, toilet and urinal flushing, cooling tower make-up water, and other potential uses.

3. The Tribe will implement the behavioral water conservation measures identified in ROD Mitigation Measure 6.2(L), which include:
 - a. Check steam traps and ensure return of steam condensate to boiler for reuse
 - b. Limit boiler blowdown and adjust for optimal water usage.
 - c. Encourage voluntary towel re-use by hotel guests.
 - d. Use pressure washers and water brooms instead of hoses for cleaning.
 - e. Serve water to customers at restaurants only upon request.
 - f. Operate dishwashers with full loads only.
 - g. Use high pressure/low flow spray rinsers with automatic shut off for potwashing.
 - h. Reduce flow to minimum necessary in scrapper troughs, wash down, and frozen food thawing.

3. TRANSPORTATION AND CIRCULATION

- A. The Parties have a shared interest in directing Project traffic away from Labath Avenue, Langner Avenue, and Millbrae Avenue north of the Project site, unless and until those roadways are improved to meet applicable safety standards. As a result, the Tribe will implement all feasible line striping, signage, and other measures to direct traffic leaving the Project site via the Labath or Langner Avenue driveways to use Wilfred Avenue, and to prevent such traffic from crossing Wilfred Avenue and travelling north onto Labath Avenue or Langner Avenue. This measure shall no longer apply if and when Millbrae Avenue and Labath Avenue and/or Langner Avenue are improved to the point that they meet all federal, state, and local safety standards.
- B. ROD Mitigation Measure 6.7(M) states that the Tribe shall provide a shuttle between the Project and Rohnert Park transit hubs that would operate on a half-hour rotational basis during busy hours and on an on-call basis in the times when the frequency of employees and patrons arriving or leaving is low. ROD Mitigation Measure 6.3(C) similarly states that the Tribe shall coordinate with and provide support to the Sonoma Marin Area Rail Transit (SMART) and other community transit providers, including shuttle service to and from the nearest major transit node. As part of implementation of these measures, the Tribe voluntarily agrees that once SMART train service commences to Rohnert Park, the Tribe will provide a low-cost or free shuttle service between the Project site and the nearest train station, timed to SMART train arrivals/departures.

4. SOLID WASTE

ROD Mitigation Measure 6.8(H) states that the Tribe shall pay all standard fees for trash collection and disposal. ROD Mitigation Measure 6.3(QQ) states that Tribe shall implement a recycling goal of 50 percent. To implement these measures, the Tribe will direct all of its refuse (as such term is defined in Sonoma County Code Section 22-1) to the County's franchised hauler for disposal and/or processing at the County-owned solid waste facilities, and Tribe will pay the franchised hauler for such collections and disposal services in accordance with the rates authorized in the County approved franchise agreement. In addition, the Tribe will participate in the commercial food waste collection and diversion program offered by the franchised hauler.

Implementation of these steps is required of any similarly-situated commercial development in the County. Implementation supports the County's strong policy in favor of in-county disposal to reduce air pollution and other impacts, and supports the diversion activities of the Sonoma County Waste Management Agency, a joint powers authority comprised of the County and the nine cities within the County.

5. NOISE

The Tribe agrees to generally conform, where feasible, to applicable County noise standards, as measured at the exterior property line of any affected residential or sensitive land use. If noise complaints are received, the Parties will meet and confer in good faith and in a timely manner to determine if the current operations meet noise standards and, if necessary, identify any additional steps to meet them, including those in Exhibit C, section 8, such as fully funding the cost of installation of acoustically-rated, dual pane windows (with a minimum Sound Transmission Class (STC) rating of 30) and acoustically rated doors on the facades facing the noise source(s) to minimize noise effects for residences adjacent to Wilfred Avenue between Redwood Drive and Stony Point Road.

6. AESTHETICS

General

- A. The Sonoma County Code and County's Suggested Design Guidelines set forth minimum standards and guidelines for subjects including building design, height, texture, and color; parking design; landscaping and landscape architecture; lighting; signage; and the undergrounding of utilities. The Parties agree the Project is not subject to Design Review, but that the Tribe agrees to substantially comply, where feasible, with guidelines and criteria as specified in the County's Suggested Design Guidelines applicable to similarly situated private projects.
- B. The Tribe will submit preliminary design plans for the site plan, building exterior, grading, exterior lighting, sign program and monument signs and landscaping to the County Permit and Resource Management Department for the County's review and comment. Preliminary design plans will include the colors and materials of proposed buildings, specification sheets for lighting fixtures, signage locations, dimensions and details, and landscaping plans, including species mix and size, planting plan, ground covers and irrigation plan.
- C. Building colors shall use predominantly earth tones to blend with the surrounding rural environment. Darker tones are recommended to be interspersed with the lighter exterior colors to reduce the apparent mass of the buildings. Light colors (i.e. white, tan or beige) should be used on accent walls and darker colors used on the taller or larger mass walls.
- D. Rock facing should utilize local building materials where available, or reflect the Sonoma Volcanic or Sonoma Field stone that is indigenous to Sonoma County.

- E. Before the Tribe makes final building, lighting, signage, and landscaping decisions, the County, Tribe and Tribe's consultants will meet and confer to discuss the preliminary designs. The Tribe retains authority for final design decisions, but will consider all input provided by the County.

Garage and Surface Parking

- F. Surface parking will incorporate landscaping designed to screen and soften the appearance. Trees will be incorporated into surface parking and surrounding areas at a ratio of approximately 1 tree per 12 parking spaces. Exterior perimeter landscaping of parking areas should be bermed above the road surface elevation, where feasible, and landscaped with trees and shrubs to screen the extensive surface parking from offsite.
- G. Parking garage(s) will incorporate large scale evergreen trees, shrubs and other landscaping and architectural elements such as parapet walls, architectural screens, rock facing and articulated walls or fronts, designed to break up the scale of the parking garage and mass walls to the maximum extent possible. Design elements, color, materials, etc. will be consistent with the overall Project so that parking garages blend with the surrounding buildings. Significant landscaping, including trees and shrubs, will extend along the back side of the structure.
- H. Garage lighting shall be fully shielded, downward casting, and the minimal height feasible to provide adequate lighting for safety and security purposes.
- I. No signs shall be affixed to the west face of the parking structure, except for directional signs. Signage on the north face of the parking structure shall be limited to static, low-light signs, except for directional signs.

Landscaping

- J. Groupings of large evergreen trees (i.e. redwoods) and other appropriate trees, shrubs, and landscaping materials will be incorporated into the design to help blend and screen foundations, sheer walls, parking garages, retaining walls, and utility structures. Where appropriate, trees and shrubs shall be placed in natural groupings to break up linear rows of planting or mass walls.

Exterior Lighting

- K. The Tribe will use the least amount of lighting equipment possible to achieve the goals of the Project, balancing the need for uniform lighting, safety and commerce, with the need to protect the night sky, minimize energy consumption and prevent glare in keeping with all applicable laws, regulations, and insurance requirements.
- L. Exterior lighting plans will be designed to meet or exceed Title 24 energy efficiency, as required by applicable building codes.
- M. Luminaire locations will be selected to minimize glare and contain all light within the design area, and to fully shield light sources from offsite or the night sky.

- N. All exterior lighting, including roadway and parking area lighting will be full cutoff fixtures, such that lighting does not shine into the night sky or adjacent properties. The use of flood lights will be minimized. As required by ROD Mitigation Measure 6.11(B)(a), placement of floodlights on buildings shall be set so as not to cast trespassing light off-site. The intensity of all outdoor lighting will be kept to the minimum necessary for safety and commerce.
- O. Exterior lighting with transparent or translucent shades will utilize an integral lamp shield, where feasible. These fixtures will be for decorative purposes only, and not used for general site lighting. Lighting under building canopies or rooftops and not visible from offsite will be exempt from this measure. Lighting under building canopies or rooftops that is visible from off-site will be fully shielded, where feasible.
- P. Exterior lighting will use predominantly high efficiency sources, such as LED, compact fluorescent or ceramic (metal halide). The use of high wattage incandescents will be minimized for site lighting.
- Q. Uplighting of structures has a high potential for off-site light spillage and shall be minimized by limiting uplighting to the main casino and hotel facades and prohibiting uplighting of the parking structure and ancillary structures. Any uplighting of the main casino and hotel facades shall be directly focused on the structures. Uplighting shall be limited to architectural elements above 12-feet. Building shields will be used on fixtures located on the back side or west elevation.

Signage

- R. A master sign program should be developed for all vendors, tenants and uses on the site to ensure design consistency and compatibility with the aesthetic of the buildings. Signs should utilize individual lettering, and should be integrated into the building design through designated sign bands, soffits, awnings, or overhangs.
- S. Outdoor signs will not use obtrusive light emitting devices such as neon lights or flashing lights.
- T. The Tribe will provide design plans for entrance signs to the County, for Permit and Resource Management review and comment, and will consider all input provided by the County. The County's interest is that entrance signs should be tastefully designed, predominantly externally lit or halo lit with fully shielded fixtures, and appropriate in size and scale to the building.

Phase II

- U. The Parties agree that the Tribe has a rendering but not yet a design of the hotel to be developed as part of Phase II, and has not yet made final decisions regarding the hotel's design, precise location, and orientation on site. The County has concerns about the amount of glass depicted in the rendering, and the amount of energy that would be necessary to cool such a structure. The County and Tribe desire to work together to address these concerns. As a result, when the Tribe develops preliminary design plans

for Phase II of the Project, it will submit such plans to the County and the Parties will meet and confer in good faith to discuss the preliminary designs. Preliminary design plans should include the colors and materials of proposed buildings, spec sheets for lighting fixtures, dimensions and details, and any landscaping plans. The Tribe retains authority for final design decisions, but will consider all input provided by the County.

Utilities

- V. New power and communications utilities will be undergrounded, except where placement would result in significant adverse environmental effects.

EXHIBIT C

1. GEOLOGY AND SOILS

- A. The following mitigation measures shall be implemented to result in a less than significant impact to the development from expansive soils:
- a. For structures with a light to moderate bearing load (one to three stories), a shallow, spread footing foundation system would be sufficient to provide support under expansive soil conditions (see FEIS Appendix K for more details and optional systems). However, a shallow foundation system shall be designed to reduce the potential for seasonal moisture variation under the buildings by providing continuous perimeter strip footings that extend below the depth of seasonal moisture variation (typically 18 inches or deeper).
 - b. For structures with a high bearing load, either a post-tensioned concrete slab, or heavily reinforced structural mat slab (shallow foundation systems), or a deep foundation system such as a drilled piers would be necessary to provide support under expansive soil conditions (see FEIS Appendix K for more detail). Shallow system designs applied to high bearing load structures will also be designed to reduce the potential for seasonal moisture variation.
 - c. To mitigate impacts to pavement caused by expansive soil, one or a combination of the following measures shall be required:
 - i. Removal and replacement with non-expansive soils.
 - ii. Lime treatment of soils.
 - iii. Design of pavement sections to withstand potential swelling pressures.
- B. All structures shall be designed in compliance with the California Building Code (CBC) Building Code (Article VI Chapter 6.04) current at the start of construction such that risks to the health or safety of workers or members of the public from earthquake hazards are reduced to a less-than-significant level.

2. WATER RESOURCES

Surface Water

Construction Impacts

- A. During construction, surface water quality shall be protected by using BMPs as listed in the Erosion Control recommendations found in FEIS Appendix C. These BMPs would be included in the Stormwater Pollution Prevention Plan (SWPPP) to be filed with the USEPA).
- B. A stormwater sampling and monitoring program shall be developed and implemented to assess the quality of surface water entering and leaving development sites. At a minimum, sampling sites shall include: a location upstream at an elevation above all proposed development; and a location downstream of all development, yet at an interception point prior to surface waters entering the Laguna de Santa Rosa. Analyses shall include total suspended solids (TSS), oils and grease.

Operational Impacts

- C. Application of fertilizer shall be limited to the minimum amount necessary and shall be adjusted for the nutrient levels in the water used for irrigation. Fertilizer shall not be applied immediately prior to anticipated rain.

- D. The garbage bin area shall be covered. Any runoff or drainage from the garbage bin area shall be directed to the sewer system and treated.
- E. Landscape irrigation shall be adjusted based on weather conditions and shall be reduced or eliminated during the wet portion of the year in order to prevent excessive runoff.

Wastewater

- F. In order to maintain the water balance described in Section 4.3.1 of the FEIS, a minimum of 50 gallon per minute (gpm) of treated wastewater shall be designated for use by the casino and hotel.
- G. The proposed storm water detention basin shall retain a portion of the storm water runoff, where it will percolate into the ground, if possible without compromising primary stormwater flow control objectives.

Regional Groundwater

- H. The Tribe shall cooperate with the conduct of the ongoing Joint USGS/SCWA Study of the Santa Rosa Plain Groundwater Sub-basin by providing its Groundwater Study and any aquifer testing and monitoring data compiled during the EIS mitigation phase. In addition, the Tribe shall participate in the identification of reasonable measures or action plans developed through the ongoing Joint USGS/SCWA Study of the Santa Rosa Plain Groundwater Sub-basin, in the same manner as participating non-tribal stakeholders, and in proportion to its contribution to any basin decline identified by the study.

3. AIR QUALITY

Construction Impacts

- A. Basic Control Measures and Enhanced Control Measures from Table 2 of the Bay Area Air Quality Management District (BAAQMD) CEQA Guidelines - Assessing the Air Quality Impacts of Projects and Plans are recommended as mitigation during construction.
 - a. The Tribe shall designate an on-site Air Quality Construction Mitigation Manager (AQCOMM) who shall be responsible for directing compliance with mitigation measures for the construction project.
 - b. Basic Control Measures shall include the following:
 - i. Water all active construction areas at least twice daily.
 - ii. Cover all truckloads hauling soil, sand, and other loose materials or require all truckloads to maintain at least two feet of freeboard.
 - iii. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers to all unpaved access roads, parking areas and staging areas at construction sites.
 - iv. Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.
 - v. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.
 - c. Enhanced Control Measures shall include the following:
 - i. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
 - ii. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.)
 - iii. Limit traffic speeds on unpaved roads to 15 mph.

- iv. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
 - v. Replant vegetation in disturbed areas as quickly as possible.
 - vi. Use of construction entrances to reduce soil/dust transport off-site.
 - vii. Time-staged construction shall be used to avoid dust/open soils.
- B. Implementation of the following basic measures are recommended during construction in order to further reduce the effects from construction activities:
- a. To the extent that equipment and technology is available and cost effective, the contractor shall use catalyst and filtration technologies
 - b. All diesel-fueled engines used in construction shall use ultra-low sulfur diesel fuel containing no more than 15-ppm sulfur, or a suitable alternative fuel.
 - c. All construction diesel engines, which have a rating of 50 hp or more, shall meet the Tier II California Emission Standards for off-road compression ignition engines, unless certified by the AQCMM that such an engine is not available for a particular use. In the event that a Tier II engine is not available, Tier I compliant or 1996 (or newer) engines will be used preferentially. Older engines will only be used if the AQCMM certifies that compliance is not feasible.
 - d. All diesel fueled engines used in construction shall have clearly visible tags or other suitable means of identification showing that engine meets the above requirements
 - e. Idle time shall be minimized to five minutes when the equipment is not in use, unless safety requirements or manufacturers specifications indicate that more time is required.
 - f. Heavy duty diesel equipment shall be maintained in optimum running condition.

Operational Impacts

- C. In coordination with the regional transportation agency, such as the Sonoma County Transit, the Golden Gate Transit, and the potential Sonoma Marin Area Rail Transit (SMART) rail, the Tribe shall provide the following to support regularly-scheduled community transit or shuttle service to and from the nearest mutually-acceptable major transit node:
- a. Transit shelter benches,
 - b. Street lighting,
 - c. Route signs and display, and
 - d. Bus turnouts.
- D. The Tribe shall implement feasible travel demand management (TDM) measures for a project of this type. These measures shall include, but are not limited to:
- a. Designation of an on-site TDM coordinator.
 - b. Provisions to encourage bicycle commuting. Bicycle lanes and parking areas will be provided wherever appropriate and feasible.
 - c. Provision of transit use incentives, provision of information, printed schedules and commuter promotions.
 - d. Carpool incentives, such as monetary or other rewards will be made available to employees.
 - e. Installation of secure bicycle parking facilities at commercial areas.

- E. Buses and other commercial diesel-fueled vehicles shall comply with the California Air Resource Board's (CARB) Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling (California Code of Regulations, Title 13, Division 3, Article 1, Chapter 10, Section 2485), which requires that the driver of any diesel bus shall not idle for more than five minutes at any location, except in the case of passenger boarding where a ten minute limit is imposed, or when passengers are onboard. Furthermore, the Tribe shall provide a "Drivers Lounge" for bus and truck drivers to discourage idling.
- F. Where feasible, the Tribe shall use alternative fuels for casino vehicles.
- G. The Tribe shall encourage and facilitate the use of 'carpools' for construction workers and facility employees; tour buses for casino patrons to reduce vehicular use and air pollution.
- H. The Tribe shall maintain all vehicles to manufacturer's specifications.
- I. The Tribe shall ensure that buildings are oriented to take advantage of solar heating and natural cooling, and use passive solar designs.
- J. The Tribe shall ensure use of solar, low-emission, central, or tankless water heaters and install wall insulation that shall exceed Title 24 requirements.
- K. If mechanical ventilation is included in the parking structure design, the exhaust shall be vented in a direction away from inhabited areas. Directing the exhaust away from inhabited areas would reduce the impacts of parking structure generated CO to a less-than-significant level.
- L. The Tribe shall ensure that all shift changes occur during non-peak hours.
- M. A minimum of 20 percent of landscape maintenance equipment used by the Tribe shall be electric and outlets shall be provided on the exterior of all buildings for this use.

Toxic Air Contaminants

- T. Proposed commercial land uses (e.g., loading docks) that have the potential to emit toxic air emissions shall be located as far away as feasibly possible from existing and proposed sensitive receptors in accordance with CARB's Air Quality and Land Use Handbook. In addition, loading docks will provide refrigeration trucks with electrical outlets. Truck using the loading docks shall not idle for more than five minutes.
- U. Air intakes associated with the heating and cooling system for buildings shall not be located next to potential TAC-emitting locations (e.g., loading docks) in accordance with CARB's Air Quality and Land Use Handbook.

Indoor Air Quality

- V. The Tribe shall ensure that ventilation of outdoor air is consistent with American Society of Heating, Refrigerating, and Air-conditioning Engineers (ASHRAE) Standard 62-1992 under all operating conditions.
- W. To limit public exposure to environmental tobacco smoke, the Tribe shall provide non-smoking areas, or "smoke-free zones" in the casino gaming area.
- X. The Tribe shall provide non-smoking rooms in the hotel.
- Y. The Tribe shall ensure that comfort levels are acceptable to most occupants, and be consistent with ASHRAE Standard 55-1992, under all operating conditions.
- Z. Signage shall be prominently displayed alerting patrons and employees of areas that permit smoking, noting that environmental tobacco smoke has been found to be

deleterious to health, and noting the availability of a brochure(s) describing the health effects of exposure environmental tobacco smoke.

- AA. A brochure(s) describing the health effects of exposure to environmental tobacco smoke shall be made available to casino patrons in common areas that permit smoking.
- BB. Prospective employees shall be informed, prior to their hire, that indoor smoking is permitted in portions of the buildings where they may be employed.
- CC. Prospective employees shall be given a brochure(s) describing the health effects of exposure to environmental tobacco smoke.
- DD. The Tribe shall ensure that significant expected sources of pollutant emissions are isolated from occupants using physical barriers, exhausts, and pressure controls.
- EE. The Tribe shall ensure that outdoor air entering the building is protected from contamination from local outdoor sources and from building exhausts and sanitation vents.
- FF. The Tribe shall ensure that provisions are made for easy access to heating, ventilation, and air conditioning (HVAC) equipment requiring periodic maintenance.
- GG. The Tribe shall ensure that occupant exposure to construction contaminants is minimized using protocols for material selection, preventive installation procedures, and special ventilation and pressure control isolation techniques.
- HH. The Tribe shall ensure the use of low-emitting building products pursuant to Integrated Waste Management Board's Section 01350 where feasible.

Climate Change

- II. The Tribe shall ensure the use of low-emitting building products pursuant to Integrated Waste Management Board's Section 01350 where feasible.
- JJ. The Tribe shall plant trees and vegetation on-site or fund such plantings off-site. The addition of photosynthesizing plants would reduce atmospheric CO₂, because plants use CO₂ for elemental carbon and energy production. Trees planted near buildings would result in additional benefits by providing shade to the building; thus reducing heat absorption, reducing air conditioning needs and saving energy.
- KK. The Tribe shall ensure use of solar, low-emission, central, or tankless water heaters and install wall insulation that shall exceed Title 24 requirements.
- LL. The Tribe shall use energy efficient appliances in the hotel and casino.
- MM. Environmentally preferable materials shall be used to the extent practical for construction of facilities.
- NN. The Tribe shall install a photovoltaic cell array(s) on the roof of the proposed parking garage and/or the roof(s) of other on-site structures, if feasible. The installation of photovoltaic (PV) on-site would reduce dependence on Pacific Gas and Electric (PG&E) electricity. PV cells convert energy from the sun into electrical energy with no emission of green house gases (GHGs); thus, the indirect GHG emissions would be reduced.
- OO. The Tribe shall enroll in the ClimateSmart program that is offered to PG&E customs to reduce their indirect GHG emissions form electrical generation to zero. PG&E provides electricity uses with the opportunity to become "carbon neutral" under the ClimateSmart program.
- QQ. The Tribe shall increase the recycling goal noted in Mitigation Measure 5.2.8d from 25 to 50 percent.

4. BIOLOGICAL RESOURCES

- A. All grading and clearing shall be conducted after April 15 and before October 15 of any year, depending on rainfall and/or site conditions to minimize erosion. Access roads and routes will be limited, as well as the construction staging area, to the minimum size required to achieve the goals of the project. A speed limit of 15 mph on dirt roads shall be maintained. These practices will limit erosion and dust borne particles.
- B. During construction, vegetation shall only be cleared from the permitted construction footprint and necessary lay-down and assembly areas. Areas cleared of vegetation, pavement, or other substrates shall be stabilized as quickly as possible and BMPs applied (erosion fencing, straw and other material applied to soils) to prevent erosion and runoff that could affect steelhead fish in the Laguna de Santa Rosa.
- C. Hazardous materials including fuels, oils, solvents, etc., shall be stored in sealed containers in a designated location at a minimum of 200 feet from aquatic environments. All fueling and maintenance of equipment shall be conducted at a minimum of 200 feet from aquatic environments.
- D. All food items and food-related trash shall be sealed in containers prior to leaving the construction site at the end of the workday; these items shall be removed from the site once every three days. This measure will limit attraction of wildlife and eliminate trash pollution in the Laguna de Santa Rosa.
- E. Where appropriate, vegetation removed as a result of project activities shall be replaced with native species that are of value to local wildlife. Native plants have a significant cultural value, are generally more valuable as wildlife food sources, and require less irrigation, fertilizers, and pesticides than exotic species.
- F. Turn off as many exterior and interior lights as possible during the peak bird migration hours of midnight to dawn to reduce potential building collisions with migration birds.
- G. Install downcast lights with top and side shields to reduce upward and sideways illumination. This will reduce potential disorientation affects from non-directed shine to birds and wildlife species.

5. SOCIOECONOMIC CONDITIONS AND ENVIRONMENTAL JUSTICE

- A. The Tribe shall prominently display (including on any automatic teller machines (ATMs) located on-site) materials describing the risk and signs of problem and pathological gambling behaviors. Materials shall also be prominently displayed (including on any ATMs located on-site) that provide available programs for those seeking treatment for problem and pathological gambling disorders, including, but not limited to a toll-free hotline telephone number.
- B. The Tribe shall train employees to recognize domestic violence and sexual assault situations, display domestic violence hotline numbers, and work with local agencies in domestic violence and sexual assault prevention.
- C. The Tribe shall conduct annual customer surveys in an attempt to determine the number of problem and pathological gamblers and make this information available to City of Rohnert Park, Sonoma County, state, or federal gaming regulators upon request.
- D. The Tribe shall undertake responsible gaming practices that at a minimum require that employees be educated to recognize signs of problem gamblers, that employees be trained to provide information to those seeking help, and that a system for voluntary exclusion be made available.

- E. ATMs shall be not be visible from gaming machines and gaming tables.

6. TRANSPORTATION AND CIRCULATION

- A. A Traffic Management Plan (TMP) shall be prepared in accordance with standards set forth in the United State Department of Transportation (USDOT) *Manual on Uniform Traffic Control Devices for Streets and Highways*. The traffic management plan shall be submitted to each affected local jurisdiction and/or agency. Also, prior to construction, the Tribe shall work with emergency service providers to avoid obstructing emergency response service. Police, fire, ambulance, and other emergency response providers shall be notified in advance of the details of the construction schedule, location of construction activities, duration of the construction period, and any access restrictions that could impact emergency response services. The TMP shall include details regarding emergency service coordination. Copies of the TMP shall be provided to all affected emergency service providers.
- B. Flagging done in consultation with the California Highway Patrol (CHP), Caltrans, and the County's Sheriff's Department, shall be provided when necessary to assist with traffic control.
- C. Importation of construction material shall be scheduled outside of the area wide commute peak hours.
- D. Preferential carpool or vanpool spaces shall be provided at the site to encourage ridesharing by employees and patrons.
- E. The Tribe shall sponsor charter buses from destinations such as Marin County and the North Bay.
- F. The Tribe shall provide a shuttle between the casino and Rohnert Park transit hubs that would operate on a half hour rotational basis during busy hours and on an on-call basis in the times when the frequency of employees and patrons arriving or leaving busy is low.
- G. Where feasible, lane closures or obstructions associated with construction shall be limited to off-peak hours to reduce traffic congestion and delays.
- H. Prior to construction, the Tribe shall work to notify all potentially affected parties in the immediate vicinity of the Wilfred Site, as appropriate. Notification shall include a construction schedule, location of construction activities, the duration of construction period, and alternative access provisions.
- I. Emergency service providers shall be notified of the areas that have the greatest potential for unusual traffic delays as a result of construction activities. Specific detours shall be recommended to circumvent any area that might suffer traffic delays.
- J. Debris along construction vehicle routes shall be monitored daily during construction and the roadways cleaned as necessary.
- K. The Tribe shall contribute their fair share to bicycle and pedestrian facilities that will increase casino patronage. The Tribe shall consider bicycle and pedestrian circulation in the design of intersections and turning movements, and that adequate sidewalk facilities, striped crosswalks, and pedestrian countdown signals for elderly and disabled citizens be provided.
- L. The Tribe shall minimize the amount of construction fill transported on the surrounding street network by eliminating the off-site travel route except where necessary to obtain materials that cannot be obtained on-site. Potential options for eliminating off-site

- transport include moving fill material via conveyors across barriers such as creeks and ditches or installing temporary bridges for haul vehicles across the barriers.
- M. Construction material importation shall be scheduled outside of the area wide commute peak hours. Debris along the truck route caused by trucks should be monitored daily and the roadways shall be cleaned as necessary.
 - N. Roadways subject to fill truck traffic shall be assessed by an independent third party consultant prior to the start of construction and following the completion of construction. If the third party determines that roadway deterioration has occurred as a result of casino construction, the Tribe shall pay to have surrounding roadways resurfaced to restore the pavement to at least pre-construction condition, unless the resurfacing is already expected to occur within a year or sooner in conjunction with other planned or proposed roadway improvements. In any event, the Tribe shall fully fund the restructuring of Labath Avenue and Langner Avenue between Wilfred Avenue and Business Park Drive following construction to facilitate site access.
 - O. Even if Wilfred Avenue is not widened to increase capacity, due to the increased use of the roadway in combination with future cumulative traffic, the Tribe shall make a proportionate share contribution to roadway improvements along Wilfred Avenue from Redwood Drive to Stony Point Road, including widened shoulders and Class II bike lanes consistent with applicable standards.

7. PUBLIC SERVICES

Solid Waste

Construction

- A. Construction waste shall be recycled to the fullest extent practical by diverting green waste and recyclable building materials away from the solid waste stream.
- B. Environmentally preferable materials shall be used to the extent practical for construction of facilities.

Operation

- C. A solid waste management plan shall be adopted by the Tribe that addresses recycling and solid waste reduction on-site. The plan shall have a goal of at least 25% diversion of materials from disposal, which includes reduction, recycling, and reuse measures.
- D. The Tribe shall install a trash compactor for cardboard and paper products.
- E. The Tribe shall install recycling bins throughout the facilities for glass, cans, and paper products.
- F. Decorative trash and recycling receptacles shall be placed strategically throughout the area of the Wilfred Site to encourage people not to litter at the facilities.
- G. Security guards shall be trained to discourage on-site littering.
- H. The Tribe shall pay all standard fees for trash collection and disposal.

Electricity, Natural Gas, and Telecommunication

- I. Air conditioning and refrigeration systems shall utilize environmentally friendly refrigerants. Energy efficient chillers shall also be utilized.
- J. The air handling systems shall utilize outside air economizer cycles to take advantage of ambient cooling when the outside air temperature is below 55 degrees F.

- K. For applicable alternatives, hotel and casino buildings shall be equipped with a direct digital energy management and control system to perform energy conservation measures, such as optimum start/stop, duty cycling, and demand limiting.
- L. The Tribe shall use energy efficient appliances where feasible.

Public Health and Safety

- M. The Tribe shall make an agreement with the applicable City or County department to address inspection, maintenance, and operation of any swimming pools, spas, or hot tubs available to patrons. The terms of the agreement shall include design review of the swimming facilities, inspection of the swimming facilities prior to operation, and at least one annual inspection for seasonal swimming facilities or bi-annual inspections for year-round swimming facilities thereafter. The agreement shall include a commitment to comply with standards for design, maintenance, and operation similar to those followed by non-tribally owned businesses in the City or County, as applicable.

Law Enforcement

- N. The Tribe shall provide on-site security to reduce and prevent criminal and civil incidents.
- O. The Tribe shall adopt employee training programs and policies relating to responsible beverage services with annual training, which would include, but not be limited to, checking patron identification and refusing service to those who have imbibed beyond their ability to function safely. The Tribe shall collaborate with law enforcement by warning intoxicated patrons not to drive and by reporting drunk drivers to the authorities.
- P. The Tribe shall support local law enforcement efforts in conducting driving under the influence (DUI) checkpoints and other programs known to reduce the impacts of alcohol on the community (support shall include fully funding at least one DUI checkpoint in the vicinity of the Wilfred Site monthly or less frequently at the discretion of local law enforcement providers).
- Q. All parking areas shall be well lit and monitored by parking staff and/or security guards. This will aid in the prevention of auto theft and other related criminal activity.
- R. The Tribe shall provide traffic control with appropriate signage and the presence of peak-hour traffic control staff. This will aid in the prevention of off-site parking, which could create possible security and safety issues.
- S. The Tribe shall pass an ordinance creating a standard policy that encourages responsible drinking and designated driver programs. As part of this policy, the employees serving alcohol shall undergo annual Responsible Beverage Service Training (RBST), also known as "server training." RBST educates managers, servers and sellers at alcohol establishments about strategies to avoid illegally selling alcohol to underage youth or intoxicated patrons. The goal of RBST is to decrease the number of illegal alcohol sales to underage youth and intoxicated patrons through education programs. Information provided in server training must at a minimum include:
 - The importance of checking age identification of customers who appear to be under the age of 30.
 - How to identify fake IDs and what to do once a fake ID is confiscated.
 - How to recognize situations in which adults are buying alcohol for underage youth.

- How to refuse sales to individuals who may supply alcohol to underage youth.
 - How to identify intoxicated customers.
 - How to refuse service to underage youth and intoxicated customers.
- T. To mitigate potential impacts to law enforcement resources, the Tribe shall adopt rules prohibiting anyone under 21 years of age from gambling, adopt employee training programs and policies relating to responsible beverage services with annual training, conduct background checks of all gaming employees, provide a full complement of security personnel at the Wilfred Site during all times, and adopt programs and policies which discourage gang members from visiting the gaming facilities.
- U. Hotel management shall work collaboratively with school and law enforcement personnel to prevent the use of hotel rooms for parties involving minors and the hotel shall have an internal monitoring program to reduce the incidence of such parties
- V. Areas surrounding the gaming facilities shall have “No Loitering” signs in place, shall be well lit and shall be patrolled regularly. This will aid in the prevention of illegal loitering and loitering behavior that could potentially lead to other criminal acts.

Fire Protection/Emergency Medical Service

Construction

- W. Any construction equipment that normally includes a spark arrester shall be equipped with an arrester in good working order. This includes, but is not limited to, vehicles, heavy equipment, and chainsaws. During construction, staging areas, building areas, and/or areas slated for development using spark-producing equipment shall be cleared of dried vegetation or other materials that could serve as fuel for combustion. To the extent feasible, the contractor shall keep these areas clear of combustible materials to maintain a firebreak.

Operation

- X. The Tribe shall make reasonable provisions for adequate emergency, fire, medical, and related relief and disaster services for patrons and employees including the development of a disaster management plan.
- Y. The Tribe shall use fire resistant construction materials and equip all enclosed buildings with automatic sprinkler systems. The automatic sprinkler systems shall be designed to meet or exceed the National Fire Protection Association (NFPA) standards governing the different occupancies associated with the project structures.
- Z. The Tribe shall employ the most modern construction and fire-engineering techniques in their automatic fire containment system designs so that any fire encountered is contained to the room of origin.
- AA. Through the use of modern fire engineering technology, the Tribe shall create and maintain a facility equipped with early detection systems that assure an initial response time to any fire alarm (automatic, local, or report) within three minutes. These systems shall include automatic sprinkler systems in the occupied areas and smoke detection, along with automatic sprinkler systems, in the areas of the facility that are normally unoccupied, such as storerooms and mechanical areas.
- BB. If only one fire pump is provided, it will be either diesel, or provided with emergency power; thereby, meeting the requirements of the California Fire Code (CFC), and the CBC.

- CC. Prior to operation, the Tribe shall enter into a contract with AMR or another entity for ambulance service.

8. NOISE

- A. On-site HVAC equipment shall be shielded to reduce noise.
- B. To the extent feasible, HVAC equipment shall be located a significant distance from neighboring houses along Whistler Avenue, Wilfred Avenue, and Labath Avenue. Whenever an HVAC unit is to be placed within 125 feet of an existing residence, an acoustical analysis shall be required to demonstrate that the HVAC noise level does not exceed 45 dBA at the nearest residence.
- C. The Tribe shall fully fund the cost of installation of acoustically-rated, dual pane windows (with a minimum Sound Transmission Class (STC) rating of 30) and acoustically rated doors on the facades facing the noise source(s) to minimize noise effects for residences adjacent to Wilfred Avenue between Redwood Drive and Stony Point Road.
- D. The Tribe shall fully fund the cost for the construction of raised, landscaped berms or solid walls at least 8 feet in height in order to separate sources of unwanted noise (including on-site traffic circulation noise) from potential noise receptors along Wilfred Avenue. Should a wall be installed, it shall be attractively designed. Adjacent landowners and adjacent governmental jurisdictions shall be consulted with prior to finalizing the design of the berm or wall.
- E. Unnecessary vehicle idling shall be prevented during loading dock operations occurring between the hours of 10:00 PM and 7:00 AM.
- F. Buses shall not be allowed to idle unnecessarily in areas adjacent to sensitive receptors. Bus parking areas shall also be located as far as feasible from sensitive receptors.
- G. To the extent feasible, project construction shall not occur prior to 7:00 AM or after 10:00 PM.
- H. Pile driving, should it take place, shall not occur prior to 9:00 AM or after 5:00 PM.
- I. Stationary noise-producing equipment such as compressors and generators shall be placed as far as practical from homes, and shielding shall be provided between any such equipment and homes when it is necessary to operate the equipment closer than 200 feet from a home.

9. HAZARDOUS MATERIALS

- A. In the event that contaminated soil and/or groundwater are encountered during construction related earth-moving activities, all work shall be halted until a professional hazardous materials specialist or a qualified environmental professional can assess the extent of contamination. If contamination is determined to be significant, representatives of the Tribe shall consult with USEPA to determine the appropriate course of action, which may include the development of a Sampling Plan and Remediation Plan if necessary.
- B. To reduce the potential for accidental releases, fuel, oil, and hydraulic fluids shall be transferred directly from a service truck to construction equipment and shall not otherwise be stored on-site. Paint, paint thinner, solvents, cleaners, sealants, and lubricants used during construction shall be stored in a locked utility building, handled per the manufacturers' directions, and replenished as needed.

- C. Personnel shall follow written standard operating procedures (SOPs) for filling and servicing construction equipment and vehicles. The SOPs, which are designed to reduce the potential for incidents involving the hazardous materials, shall include the following:
 - a. Refueling shall be conducted only with approved pumps, hoses, and nozzles.
 - b. Catch-pans shall be placed under equipment to catch potential spills during servicing.
 - c. All disconnected hoses shall be placed in containers to collect residual fuel from the hose.
 - d. Vehicle engines shall be shut down during refueling.
 - e. No smoking, open flames, or welding shall be allowed in refueling or service areas.
 - f. Refueling shall be performed away from bodies of water to prevent contamination of water in the event of a leak or spill.
 - g. Service trucks shall be provided with fire extinguishers and spill containment equipment, such as absorbents.
 - h. Should a spill contaminate any soil, the soil shall be put into containers and disposed of in accordance with local, state, and federal regulations.
 - i. All containers used to store hazardous materials shall be inspected at least once per week for signs of leaking or failure. All maintenance and refueling areas shall be inspected monthly. Results of inspections shall be recorded in a logbook that shall be maintained on-site.
 - j. Staging areas, welding areas, or areas slated for development using spark-producing equipment shall be cleared of dried vegetation or other materials that could serve as fuel for combustion. To the extent feasible, the contractor shall keep these areas clear of combustible materials in order to maintain a firebreak.
 - k. Any construction equipment that normally includes a spark arrester shall be equipped with an arrester in good working order.
- D. The amount of hazardous materials used in project construction and operation shall be kept at the lowest required volumes.
- E. The least toxic material capable of achieving the intended result shall be used to the extent practicable. Non-toxic alternatives shall include garden care products and organic non-toxic cleaners when feasible.
- F. A hazardous materials and hazardous waste minimization program shall be developed, implemented, and reviewed annually by the Tribe to determine if additional opportunities for hazardous materials and hazardous waste minimization are feasible, for both project construction and operation.
- G. Use of pesticides and toxic chemicals shall be minimized to the greatest extent feasible in landscaping; or less toxic alternatives shall be used.
- H. In addition to mitigation described under FEIS Section 5.2.2, the following mitigation shall be implemented: During the groundwater monitoring and pump tests, the potential for the vertical and lateral migration of contaminants from nearby leaking underground storage tank (LUST) sites shall be evaluated (see FEIS Appendix Z for detailed recommendations). The pumping test conducted shall include taking water level measurements in wells that are screened in the Lower Intermediate Zone, Upper Intermediate Zone, and uppermost portion of the saturated zone to verify the conclusions based on historical well hydrographs, refine the drawdown model for the Site, and

evaluate the potential for contaminant migration using a typical wellhead protection approach.

- I. Material Safety Data Sheets (MSDS) will be available to casino and emergency personnel and to janitors that identify emergency procedures, safe handling and storage practices.
- J. Prior to demolition of any residential structures on the Wilfred Site, an asbestos consultant will be hired by the Tribe to determine if Asbestos Containing Materials (ACMs) and lead based paints are present within the residential structures. If ACMs are present within the residential structures, the Tribe shall comply with any federal NESHAP laws requiring BMPs to be employed during demolition as well as recommendations from the asbestos consultant for the removal and disposal of demolition debris that contain lead based paints and ACMs. Recommendations shall at a minimum include BMPs such as applying water to the structures before, during, and after demolition.

10. LEED CERTIFICATION

The Tribe shall pursue LEED Certification for the hotel component of the project.

11. WWTP CONSTRUCTION AND OPERATION

The mitigation measures pertaining to the construction and operation of a wastewater treatment plant (“WWTP”) have been superseded by the Tribe’s entry of an agreement for recycled water with the City of Rohnert Park, and shall only governed if that agreement is terminated or repealed.

EXHIBIT D

GENERAL COUNCIL RESOLUTION



FEDERATED INDIANS OF GRATON RANCHERIA

RESOLUTION EXPRESSLY AUTHORIZING A LIMITED WAIVER OF SOVEREIGN IMMUNITY IN FAVOR OF THE COUNTY OF SONOMA WITH RESPECT TO MATTERS ARISING UNDER THE INTERGOVERNMENTAL MITIGATION AGREEMENT BETWEEN THE TRIBE AND THE COUNTY AND AFFIRMING THAT TRIBAL CHAIR GREG SARRIS IS AUTHORIZED TO EXECUTE AND DELIVER THE AGREEMENT TO THE APPROPRIATE COUNTY OFFICIALS.

GENERAL COUNCIL RESOLUTION NO.: GC-12-40

DATE APPROVED: October 13, 2012

WHEREAS: The Federated Indians of Graton Rancheria (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution of the Federated Indians of Graton Rancheria, approved by the Secretary of the Interior on December 23, 2002, (the "Constitution"); and

WHEREAS: Article III, Section 1 of the Constitution provides that the governing body of the Tribe is the Tribal Council; and

WHEREAS: Article VI, Section 1 provides the Tribal Council with the authority, on behalf of the Tribe, to negotiate and conclude agreements with local governments; and

WHEREAS: Article VI, Section 2 of the Constitution reserves to the General Council the power to waive the Tribe's sovereign immunity to unconsented suit; and

WHEREAS: in November 2004, the Tribe and the County of Sonoma, California (the "County") entered into a Memorandum of Understanding ("County MOU") as authorized by General Council Resolution No. GC-04-25; and

WHEREAS: the County MOU established a legally enforceable framework for negotiating and entering into an Intergovernmental Agreement to mitigate the off-Reservation impacts of the Tribe's proposed gaming facility and hotel (the "Project") on the County; and

WHEREAS: the Tribe separately entered a Memorandum of Understanding with the City of Rohnert Park on October 14, 2003 (the "City MOU"), to mitigate Project impacts within the City and make investments in and contributions to the Rohnert Park community

WHEREAS: on March 27, 2012, Governor Jerry Brown signed, and the California Legislature subsequently ratified, a class III gaming compact between the Tribe and State that authorizes operation of up to 3,000 Gaming Devices (the "Compact"); and

WHEREAS: the Compact obligates the Tribe to pay a percentage of its gaming revenues to the State Gaming Agency on a quarterly basis for deposit into a trust fund called the Graton Mitigation Fund; and

WHEREAS: the funds deposited into the Graton Mitigation Fund are to be paid by the State Gaming Agency in the following priority order, until exhausted: (i) the City of Rohnert Park pursuant to the City MOU, (ii) the County pursuant to the Tribe's agreement with the County, and (iii) to the Revenue Sharing Trust Fund and the Tribal Nations Grant Fund; and

WHEREAS: the Tribal Council, with the assistance of legal counsel, has negotiated an Intergovernmental Mitigation Agreement between the County and the Tribe to provide for mitigation of the off-Reservation impacts of the Project (the "Agreement"); and

WHEREAS: the contributions made by the Tribe to the County in the Agreement are paid with revenues from the Graton Mitigation Fund under the Compact; and

WHEREAS: by resolution, the Tribal Council has determined that it is in the best interests of the Tribe to enter into the Agreement with the County which is legally binding and enforceable on both the Tribe and the County; and

WHEREAS: by resolution, the Tribal Council has requested that the General Council approve a limited waiver of the Tribe's sovereign immunity with regard to disputes specifically arising under the Agreement as provided and to the extent set forth in the Agreement, and to consent to arbitration and to the limited jurisdiction of the courts as provided and to the extent set forth in the Agreement; and

WHEREAS: by resolution, subject to the approval of the limited waiver by the General Council, the Tribal Council has approved the Agreement and authorized Tribal Chair Greg Sarris to execute and deliver the Agreement to the appropriate County officials.

NOW, THEREFORE BE IT RESOLVED THAT the General Council, as provided and to the extent set forth in the Agreement, hereby: (i) expressly grants a limited waiver of the Tribe's sovereign immunity in favor of the County (but not as to any other person or entity) pertaining solely to disputes specifically arising under the Agreement, and (ii) consents to arbitration and to the limited jurisdiction of the courts.

BE IT FURTHER RESOLVED THAT the General Council affirms that Tribal Chair Greg Sarris is authorized to execute and deliver the Agreement to the appropriate County officials.

CERTIFICATION

We the undersigned do hereby certify that the foregoing resolution was duly adopted by the General Membership on the 13th day of Oct., 2012, at a General Council meeting at which a quorum of the registered voters was present, by a vote of 75 for 0 opposed, and 0 abstaining, and that said Resolution has not been rescinded or amended in any way.

Greg Sarris

Greg Sarris, Chairman

ATTEST:

Jeannette Anglin

Jeannette Anglin, Secretary

EXHIBIT E

LEGAL DESCRIPTION OF THE 321 ACRE PARCEL

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE

BEGINNING AT THE NORTHERLY CORNER COMMON TO PARCEL TWO AS DESCRIBED IN THAT DEED TO NORTHPOINT JOINT VENTURE AS DESCRIBED IN THAT DEED RECORDED IN BOOK 2838 OF OFFICIAL RECORDS, AT PAGE 160 AND THE LANDS OF SLEEPY HOLLOW PROPERTIES, LLC AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 80-030995 OF OFFICIAL RECORDS, BOTH SONOMA COUNTY RECORDS: SAID POINT ALSO MARKING THE MOST WESTERLY CORNER OF THE LANDS OF THE COUNTY OF SONOMA AS DESCRIBED IN THAT DEED RECORDED IN BOOK 1446 OF OFFICIAL RECORDS, AT PAGE 355, SONOMA COUNTY RECORDS, AND FROM WHICH A FOUND ¾" IRON PIPE NOT TAGGED REFERENCING THE NORTHEAST CORNER OF LOT 2 AS SHOWN AND DELINEATED ON THAT PARCEL MAP NO. 160.882 FILED IN BOOK 308 OF MAPS, AT PAGE 15, SONOMA COUNTY RECORDS. BEARS NORTH 0° 14' 07" EAST, 7.62 FEET, THENCE LEAVING SAID COMMON CORNER AND ALONG THE LINE COMMON TO SAID LANDS OF NORTHPOINT JOINT VENTURE AND SLEEPY HOLLOW PROPERTIES, LLC SOUTH 0° 14' 27" WEST, 4066.86 FEET TO A ¾" IRON PIPE NOT TAGGED MARKING A POINT ON THE LINE COMMON TO SAID LANDS OF NORTHPOINT JOINT VENTURE AND THE LANDS OF SLEEPY HOLLOW PROPERTIES, LLC AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1998-0086437 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; SAID PIPE ALSO MARKING A POINT ON THE EASTERLY LINE OF SAID LOT 2. THENCE LEAVING LAST SAID COMMON LINE AND ALONG THE LINE COMMON TO SAID LANDS OF NORTHPOINT JOINT VENTURE AND THE LANDS OF DESERT AGGREGATE, INC. AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1997-0101783 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS THE FOLLOWING COURSES. SOUTH 62° 45' 53" EAST 223.70 FEET; THENCE SOUTH 53° 02' 53" EAST 100.00 FEET; THENCE SOUTH 40° 09' 53" EAST 100.00 FEET; THENCE SOUTH 26° 20' 53" EAST 100.00 FEET; THENCE SOUTH 11° 37' 53" EAST 100.00 FEET; THENCE SOUTH 0° 28' 07" WEST 100.00 FEET; THENCE SOUTH 12° 29' 07" WEST 75.10 FEET; THENCE SOUTH 16° 05' 07" WEST 148.90 FEET; THENCE SOUTH 07° 31' 53" EAST 50.00 FEET; THENCE SOUTH 55° 22' 53" EAST 50.00 FEET; THENCE SOUTH 77° 40' 53" EAST 155.70 FEET; THENCE SOUTH 70° 29' 53" EAST 128.90 FEET; THENCE NORTH 41° 16' 07" EAST 24.30 FEET;

THENCE SOUTH 74° 46' 53" EAST 113.70 FEET TO THE NORTHERLY CORNER COMMON TO SAID LANDS OF DESERT AGGREGATE, INC. AND THOSE LANDS DESCRIBED IN THAT IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE RECORDED AS DOCUMENT NO. 19900051780 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; SAID CORNER ALSO MARKING AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LANDS OF NORTHPOINT JOINT VENTURE; THENCE CONTINUING ALONG THE LINE; COMMON TO LAST SAID LANDS AND THE LANDS DESCRIBED IN SAID IRREVOCABLE OFFER TO DEDICATE IN FEE NORTH 89° 57' 12" EAST, 2936.68 FEET TO A FOUND ½. IRON PIPE NOT TAGGED MARKING THE EASTERLY CORNER COMMON TO LAST SAID LANDS AND A POINT ON THE SOUTHWESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA; THENCE ALONG THE LINE COMMON TO SAID LANDS OF NORTHPOINT JOINT VENTURE AND THE LANDS OF THE COUNTY OF SONOMA THE FOLLOWING COURSES: NORTH 30° 35' 13" WEST, 2502.17 FEET; THENCE NORTH 25° 44' 02" EAST, 18.03 FEET; THENCE NORTH 30° 35' 13" WEST, 20.00 FEET; THENCE NORTH 86° 53' 10" WEST, 18.03 FEET; THENCE NORTH 30° 35' 13" WEST, 395.00 FEET TO A FOUND ¾" IRON PIPE STAMPED "C.S.S.C"; THENCE NORTH 59° 24' 47" EAST, 5.00 FEET TO A FOUND ¾" IRON PIPE STAMPED "C.S.S.C"; THENCE NORTH 30° 35' 13" WEST 1200.00 FEET; THENCE SOUTH 59° 24' 47" WEST, 5.00 FEET; THENCE NORTH 30° 35' 13" WEST 294.61 FEET; THENCE ALONG A CURVE TO THE LEFT, WHOSE CENTER BEARS SOUTH 59° 08' 47" WEST HAVING A CENTRAL ANGLE OF 25° 07' 16" A RADIUS OF 963.00 FEET, FOR A LENGTH OF 422.22 FEET; THENCE NORTH 55° 36' 48" WEST, 1236.15 FEET. THENCE SOUTH 34° 23' 12" WEST, 8.00 FEET. THENCE ALONG A CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 34° 23' 12" EAST, HAVING A CENTRAL ANGLE OF 06° 48' 40" A RADIUS OF 1045.00 FEET, FOR A LENGTH OF 124.23 FEET TO THE POINT OF BEGINNING.

A.P. NO.: 068-150-010

PARCEL TWO

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL "B" AS DESCRIBED IN THAT GRANT DEED TO NORTHPOINT JOINT VENTURE RECORDED IN BOOK 2838 OF OFFICIAL RECORDS, AT PAGE 160, SONOMA COUNTY RECORDS FROM WHICH A FOUND ¾" IRON PIPE NOT TAGGED BEARS SOUTH 63° 27' 37" WEST 1539.50 FEET AND FROM WHICH A POINT ON THE EASTERLY LINE OF THE LANDS DESCRIBED IN THAT INDENTURE AND ORDER CONFIRMING SALE RECORDED IN BOOK 367 OF DEEDS AT PAGE 233, SONOMA COUNTY RECORDS BEARS SOUTH 63° 27' 37" WEST, 1536.87 FEET; AND ALSO FROM WHICH A FOUND ½. REBAR NOT TAGGED BEARS SOUTH 02° 40' 34" WEST, 1.74 FEET;

THENCE LEAVING SAID EASTERLY CORNER AND ALONG THE LINE COMMON TO SAID LANDS OF NORTHPOINT JOINT VENTURE AND THE LANDS DESCRIBED IN THAT JUDGEMENT OF FINAL DISTRIBUTION RECORDED AS DOCUMENT NO. 86-002076 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS THE FOLLOWING COURSES: SOUTH 19° 07' 06" EAST 1124.59 FEET TO A FOUND 1. IRON PIPE NOT TAGGED;
THENCE SOUTH 39° 48' 12" EAST 1200.12 FEET TO A FOUND ¾" IRON PIPE NOT TAGGED MARKING AN ANGLE POINT IN SAID LANDS OF NORTHPOINT JOINT VENTURE;
THENCE LEAVING SAID COMMON LINE AND ALONG SAID LANDS OF NORTHPOINT JOINT VENTURE THE FOLLOWING COURSES: SOUTH 74° 51' 59" EAST, 400.20 FEET TO A FOUND ¾" IRON PIPE NOT TAGGED;
THENCE NORTH 15° 16' 45" EAST 2065.40 FEET,
THENCE NORTH 87° 19' 26" WEST, 2069.44 FEET TO THE POINT OF BEGINNING.

A.P. NOS.: 068-150-006 & 040

PARCEL TWO-A

BEING AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING WITHIN THE LANDS OF NORTH POINT JOINT VENTURE AS DESCRIBED IN PARCEL "A" OF THAT DEED RECORDED IN BOOK 2838 OF OFFICIAL RECORDS, AT PAGE 170, SONOMA COUNTY RECORDS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF PARCEL "B" OF THE LANDS OF NORTH POINT JOINT VENTURE AS DESCRIBED IN THAT DEED RECORDED IN BOOK 2838 OF OFFICIAL RECORDS, AT PAGE 160, SONOMA COUNTY RECORDS AND FROM WHICH A FOUND ½. REBAR NOT TAGGED BEARS SOUTH 02° 40' 34" WEST, 1.74 FEET;
THENCE ALONG THE LINE COMMON TO SAID PARCEL "B" AND THE ABOVE MENTIONED LANDS OF NORTH POINT JOINT VENTURE NORTH 87° 19' 26" WEST, 100.00 FEET;
THENCE LEAVING SAID COMMON LINE NORTH 02° 40' 34" EAST, 50.00 FEET;
THENCE PARALLEL TO SAID COMMON LINE SOUTH 87° 19' 26" EAST, 150.00 FEET;
THENCE SOUTH 02° 40' 34" WEST, 50.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE MENTIONED LANDS OF NORTH POINT JOINT VENTURE;
THENCE ALONG SAID SOUTHERLY LINE NORTH 87° 19' 26" SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 00° 14' 27" EAST, 4131.07 FEET AS CALCULATED BETWEEN FOUND IRON PIPE MONUMENTS REFERENCING THE EASTERLY LINE OF LOT 2 AS SHOWN AND DELINEATED ON PARCEL MAP NO. 160.882 FILED IN BOOK 308 OF MAPS, AT PAGE 15, SONOMA COUNTY RECORDS.

PARCEL THREE

BEGINNING AT THE WESTERLY CORNER COMMON TO THE LANDS DESCRIBED IN PARCEL "B" OF THAT GRANT DEED TO NORTHPOINT JOINT VENTURE RECORDED IN BOOK 2838 OF OFFICIAL RECORDS, AT PAGE 160 AND THE LANDS DESCRIBED IN THAT JUDGEMENT OF FINAL DISTRIBUTION RECORDED AS DOCUMENT NO. 86-002076 OF OFFICIAL RECORDS, BOTH SONOMA COUNTY RECORDS, SAID CORNER ALSO MARKING A POINT ON THE EASTERLY LINE OF THAT INDENTURE AND ORDER CONFIRMING SALE RECORDED IN BOOK 367 OF DEEDS, AT PAGE 233, SONOMA COUNTY RECORDS AND FROM WHICH CORNER A FOUND ¾" IRON PIPE NOT TAGGED BEARS SOUTH 63° 27' 37" WEST 2.63 FEET, THENCE LEAVING SAID EASTERLY CORNER AND ALONG THE LINE COMMON TO SAID LANDS OF NORTHPOINT JOINT VENTURE AND THOSE DESCRIBED IN SAID JUDGEMENT OF FINAL DISTRIBUTION NORTH 63° 27' 37" EAST 1536.87 FEET TO THE EASTERLY CORNER COMMON TO LAST SAID LANDS FROM WHICH A FOUND ½. REBAR NOT TAGGED BEARS SOUTH 02° 40' 34" WEST 1.74 FEET; THENCE LEAVING SAID COMMON LINE AND ALONG SAID LANDS OF NORTHPOINT JOINT VENTURE NORTH 87° 19' 26" WEST, 1833.43 FEET TO A POINT ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN SAID INDENTURE AND ORDER CONFIRMING SALE; THENCE ALONG LAST SAID LINE SOUTH 30° 35' 13" EAST 897.14 FEET TO THE POINT OF BEGINNING.

A.P. NOS.: 068-150-027 & 039

BASIS OF BEARINGS: NORTH 00° 14' 27" EAST 4131.07 FEET AS CALCULATED BETWEEN FOUND IRON PIPE MONUMENTS REFERENCING THE EASTERLY LINE OF LOT 2 AS SHOWN AND DELINEATED ON THAT PARCEL MAP NO 160.882 FILED IN BOOK 308 OF MAPS, AT PAGE 15, SONOMA COUNTY RECORDS.

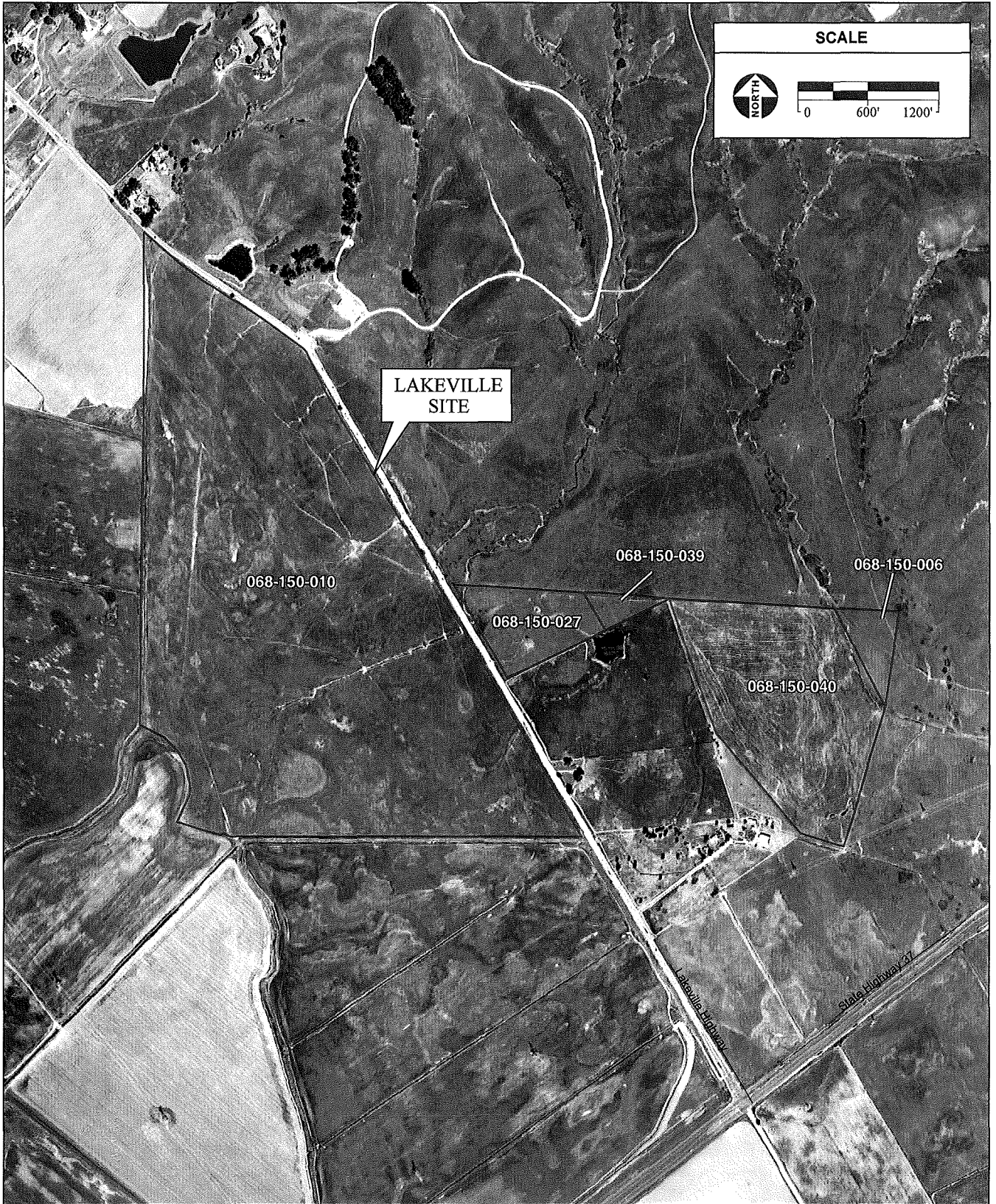


Figure 1-10
Lakeville Site – Parcel Map