

**SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT  
BETWEEN  
DRY CREEK RANCHERIA BAND OF POMO INDIANS  
AND  
COUNTY OF SONOMA, CALIFORNIA**

This Second Amendment ("Second Amendment") to the March 18, 2008 Memorandum of Agreement ("Agreement"), between the County of Sonoma (the "County") and the Dry Creek Rancheria Band of Pomo Indians (the "Tribe") (referred to herein collectively as "the Parties" and as to each as a "Party") shall become effective as set forth in paragraph 2 herein. The terms "County" and "Tribe" as used herein shall include the Parties' governmental entities, departments and officials unless otherwise stated. Capitalized terms that are not defined in this Second Amendment shall have the meanings ascribed to them in the Agreement, which has been interpreted, implemented, and modified under the letter agreements of May 28, 2010, May 23, 2011, and July 12, 2012, and the Amendment to Memorandum of Agreement Between Dry Creek Rancheria Band of Pomo Indians and County of Sonoma, California – September 2015, last executed on September 22, 2015 (collectively with the Agreement, the "Amended MOA").

**RECITALS**

A. WHEREAS, the Tribe is a federally-recognized Indian Tribe located on federal trust lands known as the Dry Creek Rancheria ("Rancheria," as further defined in Section 3.36 of the Amended MOA), within the geographic boundaries of the County; and

B. WHEREAS, the County is a political subdivision of the State of California; and

C. WHEREAS, under the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701, et seq. ("IGRA"), and pursuant to the Tribal-State Compact ratified October 10, 1999, and noticed in the Federal Register May 16, 2000, the Tribe, through its governmental instrumentality known as the River Rock Entertainment Authority (the "Authority"), operates a Class III casino known as the River Rock Casino (the "Existing Casino," as further defined in Section 3.19 of the Amended MOA), and references to the Tribe in this Second Amendment include the Authority, where applicable; and

D. WHEREAS, the Tribe has a continuing desire to operate the Existing Casino and other Tribal economic development projects in a manner that benefits the Tribe, its members, and the community as a whole, and the County recognizes the mutual benefit that can be derived if those goals are achieved; and

E. WHEREAS, the County has a continuing desire to maintain effective mitigation measures for off-Reservation effects of on-Reservation activities because activities on Reservation lands are not subject to the discretionary land use approvals of the County yet can affect the surrounding off-Reservation community, and the Tribe recognizes the mutual benefit that can be derived if those goals are achieved; and

F. WHEREAS, beginning in 2002 the Tribe dba River Rock Casino applied to the California Department of Alcoholic Beverage Control ("ABC") for the person-to-person and premises-to-premises transfer of a Type 47 - On Sale General Eating Place license to authorize the sale, service, and consumption of alcoholic beverages at the Existing Casino's premises as such premises are described in form ABC-257 (the "Tribal Casino License"); and

G. WHEREAS, various entities and individuals, including the County and the Alexander Valley Association ("AVA"), a local citizens group, submitted protest letters to the ABC opposing the approval of the transfer of the Tribal Casino License to the Tribe dba River Rock Casino; and

H. WHEREAS, after several years of proceedings before the ABC involving the Tribe, the ABC, the County, the AVA, and other protesting parties, certain of the parties entered into mediated settlement talks to resolve the disputes over the approval of the transfer of the Tribal Casino License to the Tribe dba River Rock Casino; and

I. WHEREAS, at approximately the same time, the Tribe and the County participated in a series of joint meetings to address potential off-Reservation environmental impacts and possible additional mitigation measures that might be taken with respect to proposed economic development projects on the Reservation and other lands owned in fee by the Tribe, consistent with the Tribe's sovereignty, applicable law, and the Compact; and

J. WHEREAS, such joint meetings resulted in the preparation and execution by the Parties of the Agreement effective as of March 18, 2008; and

K. WHEREAS, in Section 7.1 of the Agreement, the Parties agreed to stipulate that the proposed conditions on the Tribal Casino License as taken from the mediated settlement talks and contained in a proposed Petition for Conditional License, attached to the Agreement as Exhibit D (the "2008 Proposed Petition," all conditions of which are referred to herein as the "2008 Proposed Conditions"), would be incorporated into the alcohol license for the Existing Casino, to the extent approved by the ABC, but certain of those conditions were not accepted or approved, or were further modified, by the ABC; and

L. WHEREAS, notwithstanding whether the 2008 Proposed Conditions were accepted, approved, or further modified, by the ABC, the Parties incorporated the 2008 Proposed Conditions into the Agreement and Amended MOA, causing them to be separately enforceable through the dispute resolution provisions of the Agreement and Amended MOA; and

M. WHEREAS, on or about May 28, 2008, the ABC issued to the Tribe dba River Rock Casino a conditional Tribal Casino License, License No. 396835 (the "2008 Operative License"), the operative conditions to which (the "2008 Operative Conditions") were set forth in the Petition for Conditional License executed by the Tribe and dated April 25, 2008, a copy of which is attached hereto as Exhibit A (the "2008 Operative Petition"); and

N. WHEREAS, the 2008 Operative License has been continually renewed as required by law; and

O. WHEREAS, to date, the Tribe has complied with the 2008 Operative Conditions, consistent with the 2008 Operative License, and has also complied with the 2008 Proposed Conditions, consistent with the Agreement and Amended MOA; and

P. WHEREAS, after the expiration of the relevant waiting periods provided in the 2008 Operative Condition No. 16 and the Amended MOA, on or about July 28, 2015, the Tribe submitted to the ABC a Petition for Modification and Removal of Certain License Conditions, which petition was subsequently modified with the Tribe's submission to the ABC on or about November 6, 2015 of its Amended Petition for Modification and Removal of Certain License Conditions (CA Bus. & Prof. Code §23803) ("Amended Petition for Modification") that sought to lessen the restraints placed on the Tribe by the 2008 Operative Conditions; and

Q. WHEREAS, various entities and individuals, including the County and the AVA, submitted letters to the ABC opposing or objecting to the Amended Petition for Modification; and

R. WHEREAS, the ABC denied the Amended Petition for Modification; and

S. WHEREAS, the Tribe requested a hearing under California law before an administrative law judge for review of the denial of its Amended Petition for Modification and that hearing was scheduled for March 29, 2017; and

T. WHEREAS, prior to the hearing, the Tribe, the ABC, the County, and the AVA agreed to request postponement of the hearing to allow settlement negotiations in April 2017, in order to seek mutually-agreeable modifications of the Tribe's 2008 Operative Conditions; and

U. WHEREAS, the March 29, 2017 ABC hearing was postponed to permit such negotiations; and

V. WHEREAS, pursuant to those settlement negotiations, the Parties and AVA and ABC agreed and authorized a settlement comprised of two interdependent components. The first component is to be implemented through mutually agreeable modifications to the 2008 Operative Conditions, as set out in full in Exhibit B, Petition for Conditional License, which was executed by the Tribe on June 12, 2017 ("2017 Settlement Petition"), and is attached hereto. The second component is to be implemented through this Second Amendment to the Amended MOA. The Parties intend that ABC will allow to take effect and the 2017 Settlement Petition will become operational on or after the effective date of this Second Amendment; and

W. WHEREAS, by this Second Amendment, the Parties intend that the 2008 Proposed Petition be rescinded and given no further force or effect and be replaced in its entirety by the 2017 Settlement Petition, starting as of the effective date of this Second Amendment, or the date the ABC deems the 2017 Settlement Petition effective, whichever is later; and

X. WHEREAS, under the Amended MOA, the County and Tribe have met and conferred in good faith, and have reached agreement as specified herein to cooperate in good faith and take all actions as may be necessary under the Amended MOA and applicable law to incorporate and make an essential part of the Amended MOA the new Section 7.10 specified in Section 9 below, in accordance with the terms therein; and

Y. WHEREAS, following execution of this Second Amendment, the Parties desire to prepare and execute an Amended and Restated MOA incorporating the entirety of the Parties' agreement, including this Second Amendment, into a unified document for clarity and ease of administration.

NOW, THEREFORE, pursuant to Amended MOA part XVII – “RE-OPENER PROVISIONS” and Sections 26.3-26.4, all necessary conditions of which the Parties acknowledge and agree have been fulfilled, the Parties agree as follows:

1. The foregoing recitals are incorporated herein as if set forth in full.
2. This Second Amendment shall become effective immediately upon the date of the last required signature hereof.
3. The Tribe agrees not to exercise rights under the 2017 Settlement Petition until this Second Amendment is effective, or the 2017 Settlement Petition is deemed effective by the ABC, whichever is later.
4. Amended MOA part II – “ISSUES IN DISPUTE”, Section 2.1 is amended in accordance with the following:
  - a. deleting in its entirety the last sentence of subsection 2.1.1, pertaining to the prior ABC proceedings, which currently reads, “The protests are pending before an ABC administrative law judge.”; the protests that were pending on March 18, 2008 were subsequently withdrawn;
  - b. deleting in its entirety the last sentence of subsection 2.1.3, pertaining to the legal proceedings as to the County Fire Chief’s application for an inspection warrant of the Existing Casino in relation to the prior ABC proceedings, which currently reads, “A petition for *certiorari* to the United States Supreme Court of the Ninth Circuit judgment has not yet been filed by the County.”; the County refrained from filing such appeal; and
  - c. adding at the end of Section 2.1 the following subsection 2.1.7:

2.1.7 Alcohol License Conditions’ Modification and Removal: *In the Matter of the Petition of Dry Creek Rancheria of Pomo Indian, Db a: River Rock Casino, 3250 Hwy. 128 East, Geyserville, CA 95441-8908, For the Modification of Conditions on the On-Sale General Eating Place – License*, File 47-396835, Reg. 16084780 – on or about November 6, 2015, the Tribe submitted to the ABC its Amended Petition for Modification requesting modification or removal of some of the 2008 Operative Conditions. The County, the AVA and other entities and individuals submitted letters to the ABC opposing or objecting to the Tribe’s Amended Petition

for Modification. The ABC denied the Amended Petition for Modification, and the Tribe requested a hearing under California law before an administrative law judge for review of that denial, which hearing was pending as of the effective date of the Second Amendment.

All other provisions and subsections of Section 2.1 shall remain the same.

5. As of the effective date of this Second Amendment: (i) existing Section 7.1 of the Amended MOA shall be rescinded and given no further force or effect; (ii) existing Exhibit D to the Amended MOA shall be rescinded and given no further force or effect and be replaced in its entirety with the 2017 Settlement Petition; and (iii) the conditions in existing Section 7.2 of the Amended MOA shall be deemed to have been fulfilled.

6. As of the effective date of this Second Amendment, the Parties intend that the 2017 Settlement Petition, executed by the Tribe on June 12, 2017 and received by the ABC on or about June 16, 2017, which is attached hereto as Exhibit B, shall be the sole operative document setting forth conditions on the Tribe's service of alcohol starting as of the date the ABC deems the 2017 Settlement Petition effective, or the effective date of this Second Amendment, whichever is later. The 2008 Proposed Petition, and all conditions and other provisions collectively contained therein, shall be rescinded and given no further force or effect and be replaced in its entirety by the 2017 Settlement Petition. Consistent with the rescission of the 2008 Proposed Petition contained in Exhibit D to the Amended MOA, the Amended MOA Exhibit A, subpart A.15.f shall be deleted in its entirety. Notwithstanding the deletion of subpart A.15.f of Exhibit A of the Amended MOA, or any provision of this Second Amendment to the contrary, the parties may agree to traffic mitigation measures as part of negotiations occurring under any re-opener that leads to an amended and restated MOA as contemplated in new Sections 7.10.2 and 7.10.3.

7. In recognition of the interdependent nature of the two components of the Parties' settlement identified in recital (V) of this Second Amendment, and notwithstanding any provision of this Second Amendment to the contrary, the Tribe agrees not to exercise rights under the 2017 Settlement Petition until this Second Amendment is effective, or the 2017 Settlement Petition is deemed effective by the ABC, whichever is later. The Parties' expectation is that the ABC will deem the 2017 Settlement Petition effective on both the withdrawal of the County's and AVA's objections to the pending Amended Petition for Modification, and the termination of the pending hearing proceedings in the matter of the Tribe's appeal of the ABC's denial of its Amended Petition for Modification.

8. Based upon the Amended MOA, this Second Amendment, and the 2017 Amended Petition attached hereto as Exhibit B, within five (5) business days after the effective date of this Second Amendment, the County shall withdraw its objection letters to the Tribe's Amended Petition for Modification previously submitted to the ABC and make good faith efforts to persuade the entities and individuals listed in Exhibit C to this Second Amendment, including the AVA, to withdraw their opposition letters previously submitted to the ABC. If the County or the AVA fails to withdraw its letters previously submitted to the ABC within five (5) business days of the effective date of this Second Amendment, then at the Tribe's discretion and upon written notice to the County, the settlement negotiation agreement reached among the Tribe, the ABC, the

County, and the AVA, and the implementation thereof, including this Second Amendment, shall be null and void and of no effect and the Tribe shall have the right to seek re-scheduling of the postponed hearing under California law before an administrative law judge for review of the denial of its Amended Petition for Modification and the continuation or re-institution of all proceedings related thereto.

For purposes of this Section 8, it is not necessary for the County to locate current addresses for entities and individuals listed in Exhibit C, attached hereto, to demonstrate the good faith nature of its efforts to persuade the entities and individuals listed in Exhibit C to withdraw their opposition letters. It is sufficient for the County to utilize the contact information listed in Exhibit C when contacting such entities and individuals.

9. Based upon the Amended MOA, this Second Amendment, and the 2017 Settlement Petition attached hereto as Exhibit B, and in accordance with the provisions of this Section 9, the Parties agree to cooperate in good faith and take such actions as may be necessary under the Amended MOA and applicable law to incorporate and make an essential part of the Amended MOA the following provisions supplementing the conditions contained in the 2017 Settlement Petition, which provisions the Parties acknowledge and agree are not a part of the 2017 Settlement Petition and not enforceable by the ABC, but upon the taking of all necessary actions and incorporation into the Amended MOA shall be separately enforceable by the Parties under the dispute resolution terms of the Amended MOA, including Section 20. The provisions (7.10.1) – (7.10.3) listed below are hereby added to the Amended MOA under a new Section 7.10, entitled “2017 ABC Matter Settlement,” as follows:

7.10.1. Live Entertainment Events. In relation to Condition 4 of the 2017 Settlement Petition:

(i) There shall be no more than twelve (12) live entertainment events per year requiring the payment of a separate entrance, admission, or other entertainment fee, and all live entertainment events requiring the payment of a separate entrance, admission, or other entertainment fee shall be limited to no more than five hundred (500) attendees per event and shall be limited to no more than three (3) hours in duration per event; and

(ii) There shall be no more than twelve (12) outdoor live entertainment events held outside of the premises per year.

7.10.2. Noise. In relation to Condition 5 of the 2017 Settlement Petition:

(a) With respect to noise generated in connection with outdoor live entertainment events, if any, the Tribe shall comply with the provisions pertaining to noise control measures for outdoor live entertainment events (“Outdoor Live Entertainment Event Noise Controls”), enumerated at subsection (c) of this Section 7.10.2, which provisions are intended by the Parties to achieve substantial consistency with the Sonoma County General Plan 2020 Noise Element, as previously adopted by Resolution No. 08-0809 of the Sonoma County Board of Supervisors on September 23, 2008 and amended by Resolution No. 12-0512 on October 23, 2013 (the “County Noise Element”). In doing so, the Tribe agrees to the Outdoor Live Entertainment Event Noise Controls

voluntarily in consideration for the provisions provided in the Amended MOA, this Second Amendment, and the 2017 Settlement Petition; does not concede to the application or enforcement of the County Noise Element except as the provisions therein may be referenced herein; and concedes no regulatory jurisdiction over it, its activities, or its Reservation lands to the County or any other entity or individual for the application or enforcement of the County Noise Element, except as may be provided in the Amended MOA and this Second Amendment.

- (b) Actions to enforce the Outdoor Live Entertainment Event Noise Controls enumerated at subsection (c) of this section 7.10.2, may be brought only by the County and no other entity or individual and shall specifically exclude any attempted direct enforcement actions by any resident of the County, and may only be enforced in accordance with the following Outdoor Live Entertainment Event Noise Controls and the dispute resolution provisions of the Amended MOA, Sections 20.1 and 20.2. Compliance by the Tribe with the following Outdoor Live Entertainment Event Noise Controls provisions shall be deemed substantial compliance with the County Noise Element.

(c) Outdoor Live Entertainment Event Noise Controls.

- (1) Noise or amplified music generated in connection with outdoor live entertainment events emanating from the porte cochere, the patio area, or the outdoor parking lot at the Existing Casino shall only occur between the hours of 10:00 a.m. and 10:00 p.m. and when measured at the exterior of any off-reservation residence shall not exceed the hourly noise metric, LO2 (72 seconds in any hour) of 65 dBA, consistent with the daytime maximum allowable exterior noise exposures for non-transportation sources specified in Table NE-2 of the County Noise Element. For purposes of such daytime maximum allowable exterior noise exposure limits, residences or other uses of property within the boundaries of the Reservation shall not be deemed noise sensitive land uses.
- (2) Biennially, the Tribe shall hire a qualified noise consultant to prepare a noise management plan, which shall include provisions for maximum noise level limits, noise monitoring, and complaint response for all events to occur during the 24 months after preparation of the noise management plan. The plan shall address potential cumulative noise impacts from all events in the area.
- (3) The Tribe shall purchase noise monitoring equipment to permit it to monitor noise generated from its outdoor live entertainment events.
- (4) The Tribe shall hire a qualified noise consultant to train its staff on the proper usage of noise monitoring equipment. All staff operating noise monitoring equipment shall be properly trained in the correct operation of such equipment.
- (5) During an outdoor live entertainment event, the Tribe, by and through its qualified staff or qualified consultant, shall measure and document the level of noise generated at the source of the noise or amplified music.

- (6) During an outdoor live entertainment event, the Tribe, by and through its qualified staff or qualified consultant, may measure and document the level of noise to which any residence in the area may be exposed, at or near the residence, if otherwise permitted to do so by law or by permission of the owner of such residence. If a measurement taken by the Tribe or the County outside the residence during such an event shows noise level above 65 dBA, the Tribe shall take immediate action to cause the noise level to be reduced to 65 dBA, or lower. If a measurement taken by the Tribe or the County inside the residence during such an event, with doors and windows shut, shows noise level above 45 dBA, the Tribe shall take immediate action to cause the noise level to be reduced to 45 dBA, or lower.
- (7) During an outdoor live entertainment event, the Tribe shall provide a means of being contacted by area residents and the County, including the Sheriff's Department, for the purposes of receiving complaints regarding noise generated from events. The Tribe shall document and log such complaints, shall measure and document the noise immediately following receipt of a complaint, and shall offer to have its qualified staff measure and document the level of noise at the affected residence(s) during the event. If during an event dBA levels are shown to be above allowable limits based on measurements taken by the Tribe or the County, the Tribe shall take immediate steps to reduce noise to within acceptable dBA limits.
- (8) The Tribe shall ensure that at all times during an outdoor live entertainment event, there is a representative of the Tribe, staff, or qualified consultant that is authorized to reduce the noise generated by such event, including but not limited to turning the volume of amplified sound down.
- (9) On or before December 31, 2018, after the Tribe has had sufficient time and opportunity to hold outdoor live entertainments and assess the types and frequency of events it is likely to hold in the future, as well as to measure noise levels at or near the exterior of any off-reservation residences during such events, the Tribe shall make a one-time offer to the owners of the three (3) off-Reservation residences closest to the Existing Casino at the time of execution of this Second Amendment, located at 3660 Hwy 128 East, 2450 Hwy 128 East, and 2650 Hwy 128 East, Geyserville, CA, to replace their exterior doors and exterior windows at the Tribe's expense in accordance with the specifications and processes provided in the Amended MOA's Exhibit A, Section A.14.b.
- (10) Upon oral or written request to the Tribe, the County, including its Sheriff, shall have access to noise complaints, measurements, and logs maintained by the Tribe pursuant to this Second Amendment. The Parties agree to meet and confer in the event that noise limits are exceeded for two consecutive outdoor live entertainment events, to identify additional steps that the Tribe may take to stay within established noise limits, including the conduct of a noise study performed by a qualified consultant.



- (11) Except as referenced herein, no other portions of the County Noise Element shall apply to the Tribe, the Tribe's activities at the Existing Casino, or its Reservation lands.
- (d) The Parties intend that the Outdoor Live Entertainment Event Noise Controls identified in subsection (c) above will reduce any impacts resulting from the Tribe's conduct of outdoor live entertainment events to a less than significant level. The Parties' expectation is that, before it conducts any outdoor live entertainment events, the Tribe will (i) assess the benefits, costs, and requirements for conducting outdoor live entertainment events in accordance with the Amended MOA, this Second Amendment, and applicable law to determine whether it wishes to proceed with such events, and if so, then as necessary (ii) consider and determine that the Outdoor Live Entertainment Event Noise Controls and other necessary mitigation measures, if any, will reduce significant adverse impacts associated with such events, if any, to a less than significant level, and accordingly (iii) prepare a tribal Negative Declaration consistent with Section 5.3.8 of this Agreement.
- (e) The Parties further intend that the Outdoor Live Entertainment Event Noise Controls identified in subsection (c), will obviate the need for an additional Intergovernmental Mitigation Agreement to address impacts from outdoor live entertainment events under Sections 5.3.8 and 5.3.18 of this Agreement.
- (f) Notwithstanding this Section 7.10.2 or Section XVII of this Agreement, either Party may request the reopening of the Amended MOA, as further modified by this Second Amendment, for the purpose of negotiating amendments to modify existing or establish new measures to address noise impacts related to outdoor live entertainment events. However, any mitigation measures to address noise impacts of outdoor live entertainment events agreed to by the Parties as part of such re-opener shall be no less restrictive than those provided for in Section 7.10.2.

7.10.3. Notice to County and Sheriff. In relation to Condition 11 of the 2017 Settlement Petition:

- (a) The Tribe shall notify the County and Sheriff's Department at least 30 days before an outdoor live entertainment event with amplified music or sound requiring the payment of a separate entrance, admission, or other entertainment fee, providing the following information: the date, time, location, estimated number of patrons, a brief description of the event, and the Tribe's security plan, including number of security guards, and crowd, traffic, and parking control measures to be used, if and as necessary.
- (b) Supplemental law enforcement services in connection with any outdoor live entertainment event shall be governed by Section 8.4.1 of the Amended MOA.
- (c) After the Tribe conducts twelve (12) outdoor live entertainment events with amplified music or sound requiring the payment of a separate entrance, admission, or other

entertainment fee, notwithstanding Section XVII, either party may request the reopening of the Amended MOA, as further modified by this Second Amendment, for the purpose of negotiating amendments to modify existing or establish new procedures for providing reasonable notice to the County and Sheriff's Department under this Section 7.10.3 and Section VIII of the Amended MOA.

- (d) Notices required under this section to the County shall be made consistent with section XXII of the Amended MOA. Notice required under this section to the Sheriff's Department shall be provided to:

Sonoma County Sheriff's Office  
Attn: Tribal Gaming Liaison – Lieutenant Ruben Martinez  
North Beat Watch Commander – Lieutenant Greg Miller  
Department Analyst - Lynnae Mann  
2796 Ventura Ave  
Santa Rosa, CA 95403  
(707) 565 2511

[Ruben.Martinez@sonoma-county.org](mailto:Ruben.Martinez@sonoma-county.org)

[Greg.Miller@sonoma-county.org](mailto:Greg.Miller@sonoma-county.org)

[Lynnae.Mann@sonoma-county.org](mailto:Lynnae.Mann@sonoma-county.org)

10. Following the effective date of this Second Amendment, the Parties agree that they will seek to prepare an Amended and Restated MOA, to incorporate past and present modifications to the Amended MOA, and any other modifications they may agree to based on future negotiations as contemplated in new Sections 7.10.2 and 7.10.3, into a unified document, to the Parties' mutual satisfaction, for clarity and ease of administration. Notwithstanding the foregoing, this Second Amendment shall take effect upon the effective date specified in paragraph 2 above, regardless of the preparation, or lack thereof, of an Amended and Restated MOA as of that date.

11. Except for the provisions specifically changed, added, or deleted by this Second Amendment, the Parties agree that the existing terms and conditions of the Amended MOA shall remain in full force and effect and shall not be affected by any of the terms or conditions herein. The Parties acknowledge and agree that the exclusive intent of this Second Amendment is to give effect to the settlement negotiation agreement reached among the Tribe, the ABC, the County, and the AVA referenced in recital (V) above; that the 2017 Settlement Petition and this Second Amendment are the exclusive means for giving effect to such agreement; and that the Parties do not intend, except as explicitly provided in this Second Amendment, to further negotiate or amend the Amended MOA for any other purpose.

IN WITNESS WHEREOF, the Parties hereby execute and enter into this Second Amendment to the Memorandum of Agreement Between the Dry Creek Rancheria Band of Pomo Indians and the County of Sonoma, dated March 18, 2008, as interpreted, implemented, and modified under the letters of May 28, 2010, May 23, 2011, and July 12, 2012, and the Amendment to Memorandum of Agreement Between Dry Creek Rancheria Band of Pomo Indians and County

of Sonoma, California – September 2015 last executed on September 22, 2015, with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

Dated: 10/23/17

DRY CREEK RANCHERIA BAND  
OF POMO INDIANS

By:   
Chris Wright, Tribal Chairperson  
Dry Creek Rancheria Band of Pomo Indians

ATTEST:

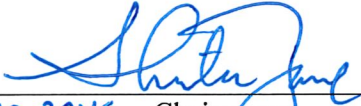
  
Tribal Secretary

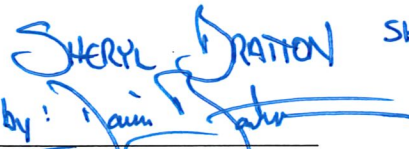
APPROVED AS TO FORM:  
HOLLAND & KNIGHT LLP

By: \_\_\_\_\_  
Timothy Evans, Counsel for  
Dry Creek Rancheria Band of Pomo Indians

Dated: 10/26/17

COUNTY OF SONOMA

By:   
SHIRLEY ZANE, Chairperson  
Sonoma County Board of Supervisors

ATTEST:   
Clerk of the Board

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
BRUCE D. GOLDSTEIN, County Counsel

By:   
Jennifer C. Klein, Deputy County Counsel

of Sonoma, California – September 2015 last executed on September 22, 2015, with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

Dated: \_\_\_\_\_


DRY CREEK RANCHERIA BAND  
OF POMO INDIANS

By: \_\_\_\_\_  
Chris Wright, Tribal Chairperson  
Dry Creek Rancheria Band of Pomo Indians

ATTEST:

\_\_\_\_\_  
Tribal Secretary

APPROVED AS TO FORM:  
HOLLAND & KNIGHT LLP

By:  \_\_\_\_\_  
Timothy Evans, Counsel for  
Dry Creek Rancheria Band of Pomo Indians

Dated: \_\_\_\_\_

COUNTY OF SONOMA

By: \_\_\_\_\_  
Susan Gorin, Chairperson  
Sonoma County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
BRUCE D. GOLDSTEIN, County Counsel

By: \_\_\_\_\_  
Jennifer C. Klein, Deputy County Counsel

**Exhibit A - “2008 Operative Petition”**

BEFORE THE  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL  
OF THE STATE OF CALIFORNIA

In the Matter of the Application of:

Dry Creek Rancheria Band of Pomo Indians )  
3250 Hwy 128 East )  
Geyserville, CA 95441 )

File: 47-396835

Reg: 04058060

PETITION FOR CONDITIONAL LICENSE

For issuance of an On Sale General Eating Place License

Under the Alcoholic Beverage Control Act

WHEREAS, Dry Creek Rancheria Band of Pomo Indians ("Petitioner") has filed an application for the issuance of an On Sale General Eating Place License ("License") for the River Rock Casino, located at 3250 Highway 128 East, Geyserville, California 95441 (the "Premises"); and,

WHEREAS, sixty-eight (68) protests have been filed against the issuance of the applied for License; and,

WHEREAS, the protests deal with the proposed operation of the applied for premises; and,

WHEREAS, the petitioner has entered into a Tribal - State Gaming Compact with the State of California; and,

WHEREAS, the petitioner is operating Class III gaming as defined by 25 U.S.C. § 2703(8) on the applied-for premises; and,

WHEREAS, the petitioner wishes to permit consumption of alcoholic beverages in the premises;

WHEREAS, the Department of Alcoholic Beverage Control finds the issuance of an unrestricted license, at this time, would be contrary to public welfare and morals;

NOW THEREFORE, the undersigned petitioner does hereby petition for a conditional license as follows, to-wit:

1. Persons under the age of 21 years old shall not be permitted to remain in any room in which Class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the premise, except that employees under the age of 21 years old shall be permitted to be in such areas in the performance of their duties as employees.
2. Persons under the age of 18 years shall not be permitted to remain in any room in which class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the facility.
3. Petitioner shall report to the Department in writing any change in membership of the elected tribal Board of Directors. This report shall be made within 30 days of said changes.

4. There shall be no live entertainment of any type at the premises requiring the payment of a separate entrance, admission or other entertainment fee. In no case shall there be any fighting events, nude or semi-nude entertainment, or adult entertainment as defined in 4 California Code of Regulations § 143.3 at the premises.
5. Petitioner shall not allow amplified music or amplified sound in the exterior area of the premises, with the exception of the patio areas and entrances. Outside amplified music and amplified sound shall only be permitted between the hours of 10 a.m. to 10 p.m. except for soft background music that cannot be heard by persons located on adjoining property not owned by the Licensee.
6. Petitioner shall regularly police the area under its control in an effort to prevent loitering of persons about the premises.
7. The sale, service, and consumption of alcoholic beverages at the premises shall be permitted only during the following hours.

Sundays. The sale, service, and consumption of alcoholic beverages shall be permitted only between the hours of 10:00 a.m. and midnight (12:00 a.m.), without restriction as to the type of alcoholic beverages that may be sold, served and consumed (the "Sunday schedule").

Mondays, Tuesdays, Wednesdays, and Thursdays ("weekdays"). Except as provided below for a weekday that falls on a holiday (as defined below) or on the day before a holiday, the sale, service, and consumption of alcoholic beverages on weekdays shall be permitted only between the hours of 11:00 a.m. and midnight (12:00 a.m.), and shall be limited to beer and/or wine between the hours of 11:00 a.m. and 5:00 p.m.

Fridays. Except as provided below for a Friday that falls on a holiday, on Fridays the sale, service, and consumption of alcoholic beverages shall be permitted only between the hours of 11:00 a.m. and 1:00 a.m., and shall be limited to beer and/or wine between the hours of 11:00a.m. and 5:00 p.m. (the "Friday schedule").

Saturdays. The sale, service, and consumption of alcoholic beverages on Saturdays shall be permitted only between the hours of 10:00 a.m. and 1:00 a.m., without restriction as to the type of alcoholic beverage that may be sold, served and consumed (the "Saturday schedule").

Holidays. On the days that are observed ("holiday(s)") for the following federal holidays: New Year's Day, Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day, the sale, service, and consumption of alcoholic beverages shall be subject to the Sunday schedule, except that if the day before the holiday is a weekday, the sale, service, and consumption of alcoholic beverages on that weekday before the holiday shall be permitted on the Friday schedule, and if the holiday falls on a Friday or Saturday, or if the day before the holiday is a Sunday, the sale, service and consumption of alcoholic beverages on that holiday Friday or Saturday, or on the Sunday before the holiday, shall be permitted on the Saturday schedule.

8. No "Happy Hour" or other type of reduced price or free alcoholic beverage promotion or discounts shall be allowed at the premises.
9. The sale of alcoholic beverages for consumption off the premises is strictly prohibited.
10. The parking lot of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.
11. Petitioner shall provide a minimum of eight (8) uniformed security guards during the hours of sales of alcoholic beverages, two (2) of whom shall be specifically assigned to the parking lot area of the premises.
12. At all times, the sale and service of alcoholic beverages shall be made only from the premises' restaurant or bars. There shall be no direct sale or service of alcohol to the consumer on the casino gaming floor. No person shall be permitted to purchase more than one alcoholic beverage at a time except for the sale of bottles of wine served in a restaurant with a meal.
13. There shall be no minimum drink requirement at the premises.
14. Signs prohibiting the removal of alcoholic beverages shall remain posted at all points of exit from the premises. These signs shall be sufficient size so as to be easily seen and read by patrons exiting the premises.
15. The petitioner(s) shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control including but not limited to all parking lots and parking structures.
16. The petitioner(s) shall not apply to the Department for modification or removal of conditions that would go into effect prior to the following:

Three years from the issuance date of a license to the petitioner, or the opening of a hotel on the subject property, whichever occurs first.

This petition for conditional license is made pursuant to the provisions of Sections 23800 through 23805 of the Business and Professions Code and will be carried forward in any transfer at the applicant-premises.

Petitioner(s) agree(s) to retain a copy of this petition on the premises at all times and will be prepared to produce it immediately upon the request of any peace officer.

The petitioner(s) understand(s) that any violation of the foregoing condition(s) shall be grounds for the suspension or revocation of the license(s).

DATED THIS 25<sup>th</sup> DAY OF April, 2008.



Applicant/Petitioner

# 5294671\_v3



Applicant/Petitioner



**Exhibit B - “2017 Settlement Petition”**

**BEFORE THE  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL  
OF THE STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF

DRY CREEK RANCHERIA OF POMO INDIANS	}	FILE 47-396835
DBA: RIVER ROCK CASINO	}	
3250 HWY 128 EAST, GEYSERVILLE, CA 95441-8908	}	REG. 16084780
	}	
	}	
	}	
	}	
	}	<u>PETITION FOR CONDITIONAL</u>
	}	<u>LICENSE</u>

For Issuance of an On-Sale General Eating Place - License

Under the Alcoholic Beverage Control Act

WHEREAS, Petitioner has filed an application for the issuance of the above-referred-to license for the above-mentioned premises; and,

WHEREAS, the Petitioner has entered into a Tribal-State Gaming Compact with the State of California; and,

WHEREAS, the Petitioner is operating Class III gaming as defined by 25 USC section 2703(8) on the licensed premises; and,

WHEREAS, Petitioner intends to exercise privileges of the license throughout the premises including on the patio and porte cochere; and,

WHEREAS, the exercise of license privileges by Petitioner under the applied-for license at this time without the below-described conditions may interfere with the quiet of enjoyment of the nearby residents' property; and,

WHEREAS, the issuance of an unrestricted license would be contrary to public welfare and morals;

NOW, THEREFORE, the undersigned petitioner does hereby petition for a conditional license as follows, to-wit:

- 1 Persons under the age of 21 years shall not be permitted to remain in any room in which Class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the premises, except that employees under the age of 21 years old shall be permitted in such areas in the performance of their duties as employees.
- 2 Persons under the age of 18 years shall not be permitted to remain in any room in which Class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the

CW  
Initials

premises.

- 3 Petitioner shall report to the Department in writing any change in membership of the elected tribal Board of Directors. This report shall be made within 30 days of the change.
- 4 Outdoor live entertainment events held outside the premises shall be limited to Fridays, Saturdays, Sundays, federal or California state holidays, or the day before a federal or California state holiday and shall be limited to the outdoor parking lot. These outdoor live entertainment events shall start on or after 10:00 am and shall end on or before 10:00 pm. There shall be no live entertainment events of any kind, either indoor or outdoor, which involve fighting (including boxing and mixed martial arts) or nude, topless, or semi-nude entertainment.
- 5 At no time shall noise emanating from the premises or areas adjoining the premises under the Petitioner's control interfere with the quiet enjoyment of nearby residents. With respect to noise generated in connection with live outdoor entertainment events, noise or amplified music shall emanate only from the porte cochere, the patio area, or the outdoor parking lot, and shall be limited to Fridays, Saturdays, Sundays, federal or California state holidays, or the day before a federal or California state holiday, between 10:00 am and 10:00 pm.
- 6 Petitioner shall regularly police the area under its control in an effort to prevent loitering of persons about the premises.
- 7 On Monday through Friday, the sale, service, and consumption of alcoholic beverages shall be permitted between the hours of 10:00 am and 2:00 am of the following day. On Saturdays, Sundays, and federal or California state holidays, the sale, service, and consumption of alcoholic beverages shall be permitted between the hours of 6:00 am and 2:00 am of the following day.
- 8 "Happy hour" or reduced-price alcoholic beverage promotions shall be permitted only between the hours of 5:00 pm and 8:00 pm each day of the week.
- 9 Off-sale privileges shall be limited to wine only.
- 10 The premises parking lot shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.
- 11 Between the hours of 5:00 pm and 2:00 am of the following day or at any time outdoor live entertainment events are held, the Petitioner shall provide a minimum of five uniformed security guards, of whom one shall be assigned to the parking lot. At all other times alcoholic beverages are sold, the Petitioner shall provide a minimum of two uniformed security guards, of whom one shall be assigned to the parking lot. At all times alcohol is being sold, served, or consumed at the premises, the Petitioner shall maintain order at the premises and the parking lot so as to prevent any activity which would interfere with the nearby residents' quiet enjoyment of their property.
- 12 No more than two alcoholic beverages shall be sold or served to any one person during any transaction. This shall not apply to bottles of wine sold in a restaurant with a meal, wine served for tasting and sampling purposes, or wine sold for consumption off the premises.
- 13 There shall be no minimum drink requirement at the premises.

14 Signs prohibiting the removal of alcoholic beverages shall remain posted at all points of exit from the premises. These signs shall be of sufficient size so as to be easily seen and read by patrons exiting the premises.

15 Petitioner shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control including but not limited to the parking lot and parking structures.

This petition for conditional license is made pursuant to the provisions of Sections 23800 through 23805 of the Business and Professions Code and will be carried forward in any transfer at the applicant-premises.

Petitioner agrees to retain a copy of this petition on the premises at all times and will be prepared to produce it immediately upon the request of any peace officer.

The petitioner understands that any violation of the foregoing condition(s) shall be grounds for the suspension or revocation of the licenses.

DATED THIS 12<sup>th</sup> DAY OF June, 2017.

CWJL  
Applicant/Petitioner

Margie Ray  
Applicant/Petitioner

## **Exhibit C – ABC Opposition Party List**

**No.      Current Opposing Party**

1.      Alexander Valley School District  
Bob Raine, Superintendent  
8511 Highway 128  
Healdsburg, CA 95448  
Phone: (707) 433-1375  
Fax: (707) 431-0102
2.      Alexander Valley Association  
P.O. Box 1195  
Healdsburg, CA 95448
3.      Marcia Teuschler  
3301 Feliz Creek Road  
Hopland, CA 95449  
  
Owner of:  
3604 Highway 128 &  
3674 Highway 128  
Geyserville, CA 95441
4.      Ron & Cheryl Pourroy  
8303 Highway 128  
Healdsburg, CA 95448
5.      Clifton L. & Elizabeth Miller  
5255 Pine Flat Road  
Healdsburg, CA 95448
6.      Peter Holewinski  
Home Care Assistance Sonoma County  
170 Farmers Lane, Suite 11  
Santa Rosa, CA 95405
7.      Nelson & Jane Weller  
14821 Chalk Hill Rd  
Healdsburg, CA 95448

8. Wes Brubacher  
P.O. Box 376  
Geyserville, CA 95441
9. Dick Hafner  
Hafner Vineyard  
P.O. Box 1038  
Healdsburg, CA 95448
10. Larry and Candace Cadd  
3650 Hwy 128  
Geyserville, CA 95441
11. Marion E. Garrett  
P.O. Box 696  
Geyserville, CA 95441
12. Ralph & Janice Sceales  
5376 Highway 128  
Geyserville, CA 95441
13. Robert V. Scavullo  
23585 Vineyard Road  
Geyserville, CA 95441
14. Bill Munselle  
Munselle Vineyards  
3660 Hwy 128  
Geyserville, CA 95441  
Office: (707) 857-4234  
Phone: (707) 953-0273  
Fax: (707) 857-3199  
Email: [Bill@munsellevineyards.com](mailto:Bill@munsellevineyards.com)
15. Marjorie Lilienthal  
9555 Highway 128  
Healdsburg, CA 95448

16. David Fanucchi  
5155 Highway 128  
Geyserville, CA 95441
17. David L. McCrystle  
Healdsburg Veterinary Hospital  
135 Healdsburg Avenue  
Healdsburg, CA 95448  
Office: (707) 433-5539  
Fax: (707) 433-0173  
Email: [dmccrystle@aol.com](mailto:dmccrystle@aol.com)
18. William C. & Yvonne M Kreck  
14544 Chalk Hill Road  
Healdsburg, CA 95448  
  
Mill Creek Vineyards & Winery  
P.O. Box 758  
1401 Westside Road  
Healdsburg, CA 95448
19. Nabeel Al-Shamma  
14841 Chalk Hill Rd  
Healdsburg, CA 95448
20. John M. Cash  
Brian C. Petrie  
21141 River Road  
Geyserville, CA 95441
21. Bob and Cheryl Dilworth  
21412 River Road  
Geyserville, CA 95441
22. David Luebke  
P.O. Box 1036  
Geyserville, CA 95441



23. Steven H. Oliver  
Oliver Ranch Foundation  
22205 River Road  
Geyserville, CA 95441
24. Dawn Dolan  
Dolan Wine Business Consulting  
Phone: (707) 332-4805  
Email: [advisor@dolanwineconsulting.com](mailto:advisor@dolanwineconsulting.com)
25. Bobbette Gilbertson  
764B Alexander Valley Road  
Healdsburg, CA 95448
26. Don and Rhonda Carano  
P.O. Box 1549  
Healdsburg, CA 95448
27. Karin & Justin Warnelius-Miller  
Garden Creek Ranch Vineyards Winery  
2335 Geyser Road  
Geyserville, CA 95441  
Phone: (707) 433-8345  
Mobile: (707) 322-6291