

## SETTLEMENT AGREEMENT

This Settlement Agreement is made this \_\_\_ day of \_\_\_\_\_ 2007, by and between the Natural Resources Defense Council, a nonprofit environmental organization; Natural Heritage Institute, a California nonprofit corporation; California Sportfishing Protection Alliance, a California nonprofit organization, Deltakeeper Chapter of Baykeeper, a regional nonprofit California public corporation (hereafter collectively referred to as "Petitioners"), the Reclamation Board of the Resources Agency of the State of California, an agency of the State of California, after January 1, 2008, known as the Central Valley Flood Protection Board, ("Board"); The Cambay Group, Inc., a California corporation; and Califia, LLC, dba River Islands at Lathrop, a California limited liability company (collectively, "River Islands"). Petitioners, the Board, and River Islands are the Parties to the Settlement Agreement.

### 1. Recitals.

A. Petitioners filed a petition for writ of mandate on August 18, 2006, against the Board and naming River Islands as a real party-in-interest, which petition challenged the Board's approval of River Island's application for encroachment permits for the so-called River Islands Project located on Stewart Tract in Lathrop, California. The action was styled *Natural Resources Defense Council, et al. v. The Reclamation Board of the Resources Agency of the State of California, et al.*, Sacramento County Superior Court Case No. 06CS01228 (Action).

B. On April 27, 2007, the Superior Court of Sacramento granted certain claims in the petition for writ of mandate and denied other claims in the petition for writ of mandate. The Superior Court asked the Parties to prepare a writ of mandate and final judgment in conformity with its ruling. However, the Parties have stipulated to defer these submissions while meeting to discuss a potential settlement of the dispute.

C. The Parties have reached a full and complete settlement of the dispute as set forth in this Settlement Agreement. As part of the Agreement, the Parties agree to work cooperatively to pursue the Lower San Joaquin Flood Bypass Improvement ("Improvement"), as described subsequently, to reduce the risk of flooding and provide eco-restoration benefits in the southern portion of the San Joaquin Delta. The goal of the Improvement is to achieve all of the following objectives:

- Provide for at least a 20" reduction in flood stage at Mossdale from the 100-year flood peak;
- Cause no significant increase in flood stage during the 50-year or 100-year flood at the confluence of Paradise Cut and Old River;
- Provide for establishment of riparian habitat buffers along both sides of the bypass of a biologically significant width, but no less than 100 feet (within the floodway);

- Support a significant net increase in riparian vegetation and floodplain habitat in the flood storage area;
- Provide for seasonal inundation of the bypass on an annual basis when conditions will provide floodplain benefits for anadromous and other native fish; and
- Have a reasonable prospect of public funding for purchase and construction of any physical modifications.

D. The Parties recognize that the Corps of Engineers has initiated a Lower San Joaquin River Feasibility Study to investigate the feasibility of reducing the threat of flooding and flood damages along the Lower San Joaquin River. It is the intent of the Parties to request the inclusion of the Improvement in the Corps' Feasibility Study.

E. All Parties agree that the Agreement is not intended to pre-decide or pre-determine any Board action. Also, all Board and Board staff participation with Petitioners and River Islands in accordance with this Agreement is understood by all parties to be consistent with applicable law, including but not limited to *ex parte* communication limitations of Board members.

Therefore, for valuable consideration, receipt of which is hereby acknowledged, the promises and releases described in this Agreement, the Parties agree as follows:

2. Truth of Recitals. The Parties hereby acknowledge the truth of the Recitals set forth in Section 1 and agree that the facts recited are conclusively presumed to be true as between the Parties hereto and their successors in interest pursuant to California Evidence Code Section 622.

3. Contribution and Obligations of River Islands.

River Islands agrees following the Entry of Dismissal pursuant to Section 4.A to:

A. Make available River Islands' San Joaquin Delta model prepared by MBK Engineering and fund up to seventy-five thousand dollars (\$75,000) of additional model runs and processing to identify lands of acreage and location sufficient to establish the Improvement in the recitals. The Parties acknowledge that River Islands holds an exclusive proprietary interest in the San Joaquin Delta Model ("Model"), and River Islands asserts that its total expenses in developing the Model exceed one million five hundred thousand dollars (\$1,500,000). River Islands will allow the Model to be used for the analysis described herein, but will still hold exclusive propriety interest in the San Joaquin Delta Model. Petitioners agree that, pursuant to this Agreement, the Parties will use the Model exclusively for purposes of evaluating the Improvement. The Parties agree that they will not use the Model to evaluate the use of the Stewart Tract (with the exception of Paradise Cut) as a bypass or flood storage area, unless River Islands elects to include a portion of Stewart Tract within the Improvement. The Parties may distribute to other public agencies the model results for the purpose of evaluating the Improvement. The Parties agree and acknowledge

that the Model is proprietary to River Islands and further agree that the focus of the modeling effort is on evaluating a flood bypass on lands external to Stewart Tract and therefore any result will not include flooding of the Stewart Tract. The Parties agree the modeling results are public information. The Parties also agree that the assumptions underlying the modeling results may have to be analyzed by the relevant public agencies.

B. Request that the U.S. Army Corps of Engineers analyze the Improvement as a flood protection alternative, or element of an alternative, in the pending Environmental Impact Statement being prepared for developing phase two of the River Islands Project ("Phase Two EIS"). In addition, River Islands will request that the Army Corps use existing scientific information to analyze the reasonably foreseeable impacts of climate change on hydrology, including stage, in the Project area. River Islands will submit MBK's model runs for the Improvement and other supporting information to facilitate the analysis. It is understood by the Parties that development of the River Islands Project will not be dependent upon this alternative, but rather that it is being included in the Phase Two EIS in order to provide NEPA coverage for its ultimate implementation. River Islands will request release of the public draft of the Phase Two EIS not earlier than September 1, 2008, to accommodate the acquisition of options pursuant to Section 3.C.

C. Immediately upon dismissal of the action pursuant to Section 4.A., place into escrow seven hundred thousand dollars (\$700,000) to obtain options to purchase fee title on or to obtain fee title to land suitable for use as part of the Improvement. The land or options to be acquired shall be available for use as part of the Improvement or uses consistent with the Improvement. The Parties recognize that additional funding may accelerate consideration of the Improvement by public agencies and these properties may provide multiple benefits to both the Improvement and other environmentally beneficial uses. Therefore, the form of options shall not preclude River Islands from exercising the option independently with separate funds and owning the land, so long as the use of the land is consistent with the Improvement.

1. River Islands will manage the acquisition of such options or fee title and in good faith use the funds to acquire such options before September 1, 2008. Any such options will have a term not less than ten years. The fee title or option shall be held by River Islands, but Petitioners shall have the right to exercise or acquire the option or fee title on the same terms as River Islands, with separate funds, for the purpose of implementing the Improvement, or to assign that right according to Subsection 3.C.2. to a third party.

2. Acquisition, use or disposition of such options or fee title shall not occur until after Petitioners and River Islands have consented to the acquisition, use or disposition in writing.

3. River Islands and Petitioners will regularly confer regarding the status of land acquisition efforts, at least once every three months following execution of the Settlement Agreement. In addition, River Islands and Petitioners shall apprise the Board quarterly, or sooner if necessary, of their progress in obtaining options or fee title. The Parties shall determine the form and type of this

reporting effort. River Islands will focus land acquisition efforts on land north of the eastern line of the Union Pacific Railroad and contiguous to the south side of the River Island Project boundary (Paradise Cut) or contiguous to Tom Paine Slough. With Petitioners' consent, River Islands may focus initial and subsequent land acquisition efforts on lands other than those identified in this Section. The Petitioners and River Islands may unanimously consent at any point to employ a different entity to manage the acquisition of options using the funds placed in escrow.

4. If any of the Parties obtains additional funds for the land acquisition effort, River Islands or the entity then responsible to manage the acquisition of options and real property agrees to use those funds to acquire options in a manner consistent with this Section 3.C.

D. Twelve months after the later of (i) the U.S. Army Corps of Engineers' issuance of a Record of Decision ("ROD") on the Phase Two EIS and (ii) the related Board approval of the pending CPM permit application, place into escrow \$800,000 to obtain options to purchase fee title (effective for a minimum of six years) or to purchase fee title on lands suitable for the Improvement. In the event a legal challenge of (i) or (ii) is filed within that twelve-month period, River Islands will place the funds into escrow and the funds will be released after all legal challenges are dismissed in a manner permitting the ROD to be fully implemented and all applicable time to file any appeal has lapsed without an appeal being filed and once the ROD is being implemented. River Islands or the entity then responsible to manage the acquisition of options and real property will manage the acquisition process and use all of the funds to acquire fee title or options, as described in Section 3.C. With Petitioners' consent, the funds may be used for other activities consistent with the purposes of the Improvement, including, but not limited to, creating and maintaining suitable habitat for affected species. Upon execution of this Settlement Agreement, the amount of \$800,000 shall be adjusted annually for inflation on March 1st of each subsequent year as described more specifically in Section 3.E.

E. Place into escrow a per-acre development fee for each acre of Phase Two of the Project developed. An acre of Phase Two of the Project will be considered "developed" when the acreage is included in any recorded final subdivision map creating urban density residential lots eligible for building permits in the Phase Two area approved by the City of Lathrop. The previous sentence is intended to make clear that the term "developed" relates to a "small lot" subdivision created for purposes of selling lots to builders for construction and exclude "large lot" subdivisions that are created to divide the project into areas for purposes of financing and subject to further divisions of land. However, the definition is not intended to exclude from the Phase Two land which is subject to this per acre development fee land dedicated to roads, lakes, golf courses and other similar type of land. "Phase Two" of the Project includes all lands within the project boundary but outside of Phase One of the project as Phase One is identified on the Vesting Tentative Map 3694 as depicted on the Second Addendum to the SEIR dated February 2007 (SCH #1993112027).

1. Upon execution of this Settlement Agreement, the fee shall be set at \$500/acre, and shall be adjusted annually for inflation on March 1st of each subsequent year after execution of the Settlement Agreement. The fee for each year shall be equal to the fee in effect during the immediately preceding year multiplied by a fraction, the numerator of which shall be equal to the "Index," as defined below, as of the expiration of the prior calendar year and the denominator of which shall be equal to the Index available as of the commencement of the prior calendar year. The "Index" shall be the Consumer Price Index ("CPI") for All Urban Consumers, San Francisco Oakland San Jose area, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent successor thereto.

2. The fee shall be payable as final maps are recorded. To further clarify this obligation, if a one hundred acre final map, as described in Section 3.E., is recorded, then a fee of fifty thousand dollars (100 multiplied by \$500) as adjusted for inflation will be due at recordation of the map.

3. The fee shall be used to obtain options to purchase fee title (effective for a minimum of six years) or to purchase fee title on lands suitable for the Improvement. River Islands or the entity then responsible for acquisition of the options and real property will manage the acquisition process and use all of the funds to acquire fee title or options, as described in Section 3.C. With Petitioners' consent, the funds may be used for other activities consistent with the purposes of the Improvement, including, but not limited to, creating suitable habitat for affected species. Any acquired lands shall be retained by River Islands, but appropriate flood easements and conservation easements shall be granted to appropriate public agencies at no cost to those agencies consistent with the goals of the Improvement. This does not preclude any Party from pursuing local, state or federal funds to facilitate the Improvement.

F. The obligation in Section 3.G. to continue in good faith to implement the Improvement plans, designs and permits shall immediately cease if any one of the following events occurs:

1. The Corps of Engineers does not select the Improvement as the preferred alternative or recommendation in the final Feasibility Study;

2. The Board does not include the Improvement in the Central Valley Flood Protection Plan; or,

3. The Petitioners and River Islands mutually agree to discontinue implementation of the Improvement.

If any one of these events occurs or if the parties mutually agree to cease the funding and/or implementation of the Improvement then the unspent funds shall be allocated to another project that is agreeable to the Petitioners and River Islands and meets most of the Improvement's goals as identified in the Recital.

G. Work collaboratively with Petitioners and the Board subject to present or future statutory limitations to prepare and process all necessary applications to state and federal agencies (including, at a minimum, the State Department of Water Resources, the United States Army Corps of Engineers, the U.S. Fish & Wildlife Service, the National Marine Fisheries Service, and the State Department of Fish & Game), to secure approvals for the Improvement and to solicit funding to make the physical modifications for the Improvement. River Island agrees to provide staff time to facilitate this effort but shall not be obligated under this Settlement Agreement to fund any additional studies that may be required or beneficial to any application.

H. Diligently pursue an agreement with the Central Valley Farmland Trust to use the funds being paid to the Trust by the River Island Project to purchase fee title and/or flowage easements on properties which (i) Petitioners agree are as suitable for infrequent but intentional inundation (considering the needs of fish or wildlife habitat) and (ii) are located south of Paradise Cut. In particular, River Islands will ask that the Central Valley Farmland Trust use the first one million dollars (\$1,000,000) which is payable with the first River Islands final map that creates buildable parcels, on land south of Paradise Cut.

I. Pay the Board's cost to prepare the administrative record for the challenged action. This cost is twenty-two thousand five hundred thirty-six dollars and sixty-five cents. (\$22,536.65), payable within thirty (30) days following dismissal of the action pursuant to Section 4.A.

J. Propose the inclusion of green building strategies in the River Islands Architectural guidelines which would encourage merchant builders to provide such systems.

K. Pay its own attorney fees and contribute four hundred thousand dollars (\$400,000) to Petitioners attorneys' fees and expenses, payable within thirty (30) days following dismissal of the action pursuant to Section 4.A.

4. Contributions and Obligations of Petitioners.

Petitioners, its employees and consultants agree to:

A. Within twenty (20) days following execution of this Settlement Agreement, execute and file with the Court a Request for Entry of Dismissal of the Action with prejudice, in the customary form propounded by the California Judicial Council. Within ten (10) days of receipt of notification of entry of dismissal, the receiving Party shall execute and file a Notice of Entry of Dismissal with the Court, in the customary form propounded by the California Judicial Council, and serve a copy thereof on the other Parties.

B. In cooperation with River Islands and the Board, identify lands suitable for the Improvement in which event River Islands will proceed with acquiring the options or fee title pursuant to Section 3.C. Petitioners will also assist River Islands in the management of acquisition of options or to purchase fee title pursuant to Sections 3.C - 3.F.

C. Refrain from opposing, commenting on, or filing a legal action challenging the subsequent administrative or legal approvals for any aspect of the River Islands Project, or encouraging others including but not limited to its affiliates and members to oppose, comment or file a legal action challenging the subsequent administrative or legal approvals for any aspect of the River Islands Project, for the period after the Entry of Dismissal occurs pursuant to Section 4.A. and thereafter as long as: (i) River Islands performs its obligations stated in Section 3 and (ii) the Army Corps includes the Improvement as an alternative or element of alternative in the Phase Two Draft EIS. This restriction applies to any action or comments seeking to use the Stewart Tract (with the exception of Paradise Cut) for a flood bypass or flood storage area, except to the extent that River Islands agrees to include other land of the Stewart Tract in the Improvement pursuant to the Recitals. This restriction does not include comments in support of the Improvement. River Islands shall provide notice to the Petitioners at least two months prior to the issuance of the Phase Two Public Draft EIS. Petitioners shall notify River Islands within two weeks after receiving such notice if they find that River Islands has not acted in good faith to perform its obligations under Section 3. Petitioners agree that the execution of this Settlement Agreement resolves all of their challenges against the River Islands Project, and do not intend for their continuing advocacy efforts on other matters to impair development of the Project at the density and intensity as described in the 2003 West Lathrop Specific Plan. However, the Parties recognize that Petitioners are advocacy groups whose continuing work may have an unintended impact upon the River Islands Project.

D. In cooperation with River Islands and the Board, diligently assist the Applicant to prepare and process the applications identified in Section 3.G, and seek funding sources to implement the Improvement as identified in Section 3.G. A representative of the Natural Resources Defense Council or the Natural Heritage Institute shall be engaged and participate in the permit process, and the good faith assistance of one or more of these Petitioners to River Islands in preparing and processing the application(s) is a material consideration for River Islands entering into this Settlement and agreeing to fund the obligations of the Settlement.

5. Contributions and Obligations of the Board.

The Board agrees to:

A. Issue the pending River Islands permit (identified as California State Reclamation Board application No. 18018-2), which was previously approved by the Board, within five (5) business days of the Entry of Dismissal of the Action executed pursuant to Section 4.A.

B. Accept and timely process under standard procedures any applications that are filed pursuant to this Agreement.

C. Cooperate and work in good faith with River Islands and Petitioners to determine the location and effectiveness of the Improvement identified in the recitals.

D. Participate in the preliminary review of the feasibility of designating and using the Improvement as a flood by-pass; and assist Applicant, River Islands and Petitioners in obtaining any required approval from the U.S. Army Corps of Engineers regarding the Improvement.

E. Support the request by River Islands to the Army Corps pursuant to Section 3.B; and request the Army Corps to consider the Improvement in the ongoing Lower San Joaquin River Feasibility Study.

F. Participate in the environmental enhancements associated with the Improvement, as provided by applicable law.

6. Unknown Claims. The Parties waive the provisions of Section 1542 of the California Civil Code as it relates to the allegations made by the Parties in the Action. Every Party represents and warrants that Section 1542 has been fully explained to them by their respective attorneys and they understand the effect of this waiver. Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.

7. Notices. Any and all notices or other correspondence required to be sent to the Parties shall be sent as follows:

Petitioners:

Natural Resource Defense Council  
c/o San Joaquin River Project Manager  
111 Sutter Street, 20th Floor  
San Francisco, CA 94104

Natural Heritage Institute  
c/o Senior Attorney  
100 Pine Street, Suite 1550  
San Francisco, CA 94111

California Sportfishing Protection Alliance  
c/o Executive Director  
3536 Rainier Avenue  
Stockton, CA 95204

Baykeeper (Deltakeeper Chapter case)  
c/o Staff Attorney  
785 Market St. Suite 850  
San Francisco, CA 94103

Respondent:

California State Reclamation Board (known as the Central Valley Flood Protection Board as of January 1, 2008)  
c/o Chief Engineer  
P.O. Box 942836  
Sacramento, CA 94236

Real Party in Interest:

Califia, LLC (dba River Islands at Lathrop)  
c/o Susan Dell'Osso  
73 W. Stewart Road  
Lathrop, CA 95330

The Cambay Group  
c/o F. Allan Chapman  
2999 Oak Road, Suite 400  
Walnut Creek, CA 94597

Herum Crabtree Brown  
c/o Steve Herum  
2291 West March Lane, Suite B100  
Stockton, CA 95207

8. Breach of Agreement. In the event that a party fails to fulfill any of its obligations under this Agreement, then the non-defaulting party may notify the other party in writing of the specific term or provision of this Agreement that it has failed to perform. In the event that the non-performing party fails to cure said breach within fifteen (15) days following notice of the specific obligation that it has failed to perform, then the party not in breach may terminate this Agreement. Notwithstanding any termination of this Agreement, the non-defaulting party shall have the right to any and all remedies at law or in equity including the remedy of specific performance. Notwithstanding any termination of this Agreement, the warranties, representations and obligations of each party in this Agreement shall survive.

9. Amendment of Agreement. This Agreement may be amended by the mutual agreement of the parties and the parties agree to meet in good faith to amend the agreement if circumstances or events concerning the subject matter of this Settlement Agreement and/or the Improvement change.

10. Miscellaneous.

A. Individual Actions. Each individual that is a Party to this Agreement shall be responsible for his or her own actions; no individual shall be jointly and severally liable for the actions of any other individual that is a Party to this Agreement. However, a

breach of the Settlement by any one Petitioner entity shall constitute a breach of the Settlement by all Petitioners for purposes of terminating the Settlement.

B. Execution of Agreement. By signing this Agreement, the Parties confirm that they have read this Agreement, understand its contents, agree to its terms, have consulted with their respective attorneys, and are voluntarily entering into this Agreement.

C. Integration. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations hereunder assumed. This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto with respect to this Agreement. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, relating to the terms of this Agreement have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise relating to this Agreement not contained in this Agreement shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by both Parties.

D. Governing Law. This Agreement, and any other documents to which it refers shall in all respects be interpreted, enforced and governed by the laws of the State of California and the United States of America.

E. Mutual Drafting. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The Parties acknowledge that this Agreement documents a negotiated agreement and it shall not be construed or interpreted in favor of either Party due to the fact that one of the Party's attorneys drafted this Agreement.

F. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

G. Section and Paragraph Headings. Section and paragraph headings used in this Agreement are for convenience only, are not part of the Agreement, and shall not affect any of the terms hereof.

H. Exclusive Benefit. This Agreement, and each and every provision hereof, is for the exclusive benefit of the Parties hereof and not for the benefit of any third party.

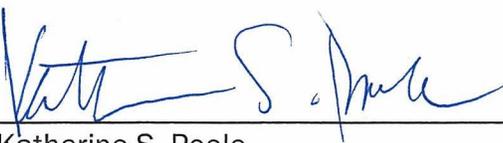
I. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the Parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

J. Delivery by Facsimile. Duly executed signatures to this Agreement may be delivered by facsimile, and signature pages delivered by such method shall be deemed equivalent to and of the same force and effect as original signature pages.

K. Successors and Assigns. This Agreement is binding on the successors and assigns of the Parties.

DATED: Dec. 21, 2007

NATURAL RESOURCES DEFENSE COUNCIL  
CALIFORNIA SPORTFISHING PROTECTION ALLIANCE  
DELTAKEEPER CHAPTER OF BAYKEEPER

By:   
Katherine S. Poole  
Attorney for Petitioners Natural Resources  
Defense Council, California Sportfishing  
Protection Alliance, Deltakeeper Chapter of  
Baykeeper

DATED \_\_\_\_\_

NATURAL HERITAGE INSTITUTE

By: \_\_\_\_\_  
Richard Roos-Collins  
Attorney for Petitioner Natural Heritage Institute

By: \_\_\_\_\_  
John Cain  
Director, Restoration Programs, Natural Heritage  
Institute

DATED: \_\_\_\_\_

RECLAMATION BOARD OF THE RESOURCES AGENCY  
OF THE STATE OF CALIFORNIA

By: \_\_\_\_\_

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DATED: \_\_\_\_\_

NATURAL RESOURCES DEFENSE COUNCIL  
CALIFORNIA SPORTFISHING PROTECTION ALLIANCE  
DELTAKEEPER CHAPTER OF BAYKEEPER

By: \_\_\_\_\_

Katherine S. Poole  
Attorney for Petitioners Natural Resources  
Defense Council, California Sportfishing  
Protection Alliance, Deltakeeper Chapter of  
Baykeeper

DATED 12/21/07 \_\_\_\_\_

NATURAL HERITAGE INSTITUTE

By: Richard Roos-Collins

Richard Roos-Collins  
Attorney for Petitioner Natural Heritage Institute

By: John Cain

John Cain  
Director, Restoration Programs, Natural Heritage  
Institute

DATED: \_\_\_\_\_

RECLAMATION BOARD OF THE RESOURCES AGENCY  
OF THE STATE OF CALIFORNIA

By: \_\_\_\_\_

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DATED: \_\_\_\_\_

NATURAL RESOURCES DEFENSE COUNCIL  
CALIFORNIA SPORTFISHING PROTECTION ALLIANCE  
DELTAKEEPER CHAPTER OF BAYKEEPER

By: \_\_\_\_\_

Katherine S. Poole  
Attorney for Petitioners Natural Resources  
Defense Council, California Sportfishing  
Protection Alliance, Deltakeeper Chapter of  
Baykeeper

DATED \_\_\_\_\_

NATURAL HERITAGE INSTITUTE

By: \_\_\_\_\_

Richard Roos-Collins  
Attorney for Petitioner Natural Heritage Institute

By: \_\_\_\_\_

John Cain  
Director, Restoration Programs, Natural Heritage  
Institute

DATED: DECEMBER 20, 2007

RECLAMATION BOARD OF THE RESOURCES AGENCY  
OF THE STATE OF CALIFORNIA

By:  \_\_\_\_\_  
PRESIDENT Benjamin F. Carter

DATED: 12-26-07

THE CAMBAY GROUP, INC.

By:  \_\_\_\_\_

William C. Scott, Jr.  
Chief Financial Office, The Cambay Group, Inc.

DATED: \_\_\_\_\_

CALIFIA, LLC (dba River Islands at Lathrop)

By: \_\_\_\_\_

Susan E. M. Dell'Osso  
Director, Califia, LLC

DATED: \_\_\_\_\_  
THE CAMBAY GROUP, INC.

By: \_\_\_\_\_  
William C. Scott, Jr.  
Chief Financial Office, The Cambay Group, Inc.

DATED: 12/21/07 \_\_\_\_\_  
CALIFIA, LLC (dba River Islands at Lathrop)

By: Susan E. M. Dell'Osso  
Susan E. M. Dell'Osso  
Director, Califia, LLC