MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MECHOOPDA INDIAN TRIBE OF CHICO RANCHERIA (TRIBE)
AND
CHICO STATE ENTERPRISES (CSE)

A. Chico State Enterprises ("CSE"), an auxiliary of California State University, Chico, and the Mechoopda Indian Tribe of Chico Rancheria ("Tribe") (collectively the "Parties" and individually, a "Party") enter into this Memorandum of Understanding (MOU) to (i) establish clear, open and ongoing communication between the Parties, including regarding access, use or activities on CSE lands; (ii) acknowledge the traditional territory of the Tribe, the cultural resources and culturally significant areas that are within the CSE administered lands; (iii) routinely transmit CSE policy and program recommendations, actions, and information having potential effects on the CSE administered lands to the Tribe in a timely manner; (iv) transmit the Tribe's policy and project recommendations or other information to the CSE in a timely manner; and (v) through Tribal Consultation, ensure the Tribe's recommendations and comments are considered;

B. CSE administered lands includes the Big Chico Creek Ecological Reserve ("BCCER") and the Butte Creek Ecological Preserve ("BCEP"). The BCCER is a three thousand, nine hundred fifty (3,950) acre site located ten (10) miles north of Chico that includes approximately four (4) miles of Big Chico Creek (Appendix A). The BCEP is a ninety-three (93) acre site along the middle section of Butte Creek (Appendix B).

C. In keeping with provisions of the "Memorandum of Agreement Regarding Guiding Principles for CSU, Chico Consultation with the Mechoopda Indian Tribe of Chico Rancheria" (Appendix C) and consistent with applicable authorities, statutes, and regulations, this MOU affirms the working relationship of the Parties by focusing commitments to foster agreement among the Parties and to facilitate coordinated compliance with applicable law for the protection and treatment of cultural resources potentially impacted or found in conjunction with the development or use of CSE administered lands.

D. The primary purpose of this MOU is to facilitate communication, collaboration and consultation between the Parties as early as possible in the decision-making process to allow meaningful input into the development of programs, projects, plans, property decisions, use and/or activities that may impact cultural resources within CSE administered lands.

E. The Tribe and CSE wish to establish lines of communication to develop a process regarding traditional tribal practices, including, but not limited to; TEK (traditional ecology knowledge) activities, gathering, hunting and fishing, which may be conducted within CSE administered lands to further cultural stewardship.

F. The Tribe and CSE understand and will comply with all laws, rules, regulations, policies, procedures, and easements (including, but not limited to, Appendix D and E) that apply to the CSE administered lands. CSE will post CSE administered lands schedule of closed days thirty (30) days prior to hunting days via ecological reserves website.
a. CSE and Tribe will consult on the development of a Tribal hunting program, through meaningful consultation, in compliance with all applicable laws, rules, regulations, policies, procedures, and easements (including, but not limited to, Appendix D & E and state and federal hunting regulations), and within the mission and vision of the CSE and its ecological reserve.

b. Nothing in this MOU shall be a waiver of or limitation of any of the Tribe’s rights in law, in equity, or otherwise under CEQA, Section 106 of the NHPA nor its sovereign rights as a federally recognized Indian Tribe participating in government-to-government consultation with a government agency on a project. Notwithstanding the foregoing, nothing in this MOU is intended to make any laws or regulations applicable where such laws would otherwise be inapplicable to the Tribe.

G. CSE and the Tribe will establish a process for the Tribe to provide consultation on projects and support project proposals as appropriate that take place on or around the BCCER. This will include, but not be limited to, consultation on the BCCER outdoor K-12 education program cultural curriculum.

H. The Tribe will be invited to participate in any current or future CSE advisory committees related to the CSE administered lands as appropriate.

I. In order to successfully avoid, minimize or mitigate against impacts to cultural resources, the Parties agree to follow the procedures set forth in the “Memorandum of Understanding Regarding Guiding Principles for CSU, Chico Consultation with the Mechoopda Indian Tribe of Chico Rancheria” (Appendix C) and as follows:

a. In the event of an emergency, including but not limited to, underground leaks or anything that prohibits critical CSE functions, that requires a ground disturbance in order to repair in areas that are previously undisturbed or not known to have been disturbed, the CSE appointee will make a reasonable effort under the circumstances to notify Mechoopda’s THPO of the ground disturbance due to the emergency.
   a. THPO has 30 minutes to respond. No response is an agreement response to move forward with the ground disturbance.
   b. THPO responds and is on-site within 30 minutes of notification of ground disturbance to monitor.

b. CSE shall promote avoidance and non-disturbance measures as the preferred treatment of cultural resources where feasible.

c. CSE agrees to allow the Tribe to designate tribal monitor(s) to monitor archaeological studies, excavations, and ground disturbing activities on the areas of potential effect as required by state and federal regulation or as otherwise agreed upon between the Parties.

d. The Parties agree that if additional sites or artifacts not in current records are discovered the CSE will immediately contact the Tribe to determine if additional mitigation measures are necessary to treat cultural artifacts in a culturally appropriate manner consistent with applicable law for mitigation of impacts to cultural resources and in accordance with this MOU.
J. In any of the above cases, if an artifact or human remains are found, the CSE will follow the procedures as outlined in the California Code of Regulations section 15064.5 unless otherwise agreed between the Parties. The Parties shall cooperate with each other towards the successful and timely treatment and disposition of human remains, artifacts and other cultural materials. The Tribe shall be provided with an opportunity for religious ceremonies pursuant to the American Indian Religious Freedom Act (42 U.S.C. §1996-1996a) and Executive Order 13007 prior to the removal and reburial of human remains, artifacts and other cultural materials.

K. The CSE will consult with the Tribe on visits to archeological sites for the purpose of study or interaction with the land.

L. In connection with this MOU, each Party recognizes that certain confidential information relating to the other party has been or may be furnished to such Party. The parties also recognize that CSE, as an auxiliary of California State University, Chico, may be subject to certain records disclosure obligations, including under the McKee Act (Cal. Ed. Code § 89913), et seq. Unless otherwise required by law, including under the McKee Act or other disclosure obligation, the site of any location of or reburial of cultural resources and all other information marked by the furnishing party as confidential shall remain confidential.

M. Each party will be responsible for any and all liability, loss, expense, attorneys’ fee or claims for injury or damages caused by the negligence of its officers, agents, and employees occurring in the performance of this MOU. Each party will procure insurance or programs of self-insurance in amounts sufficient to meet the indemnification obligations of this MOU.

N. The signatures of the representatives on the dates indicated below that Chico State Enterprise and the Mechoopda Indian Tribe of Chico Rancheria do formally endorse and accept this Memorandum of Understanding and agree to review the MOU every three years from the date signed unless earlier terminated by either party, which termination shall take effect 30 days from the date written notice is provided to the other party.

CHICO STATE ENTERPRISES

Debra Larson
President, Chico State Enterprise

Dennis Ramirez, Chairman
Mechoopda Indian Tribe of Chico Rancheria
BUTTE CREEK ECOLOGICAL PRESERVE

YOU CAN HELP

- Pack out garbage
- Take out only what you bring in
- Control and clean up after pets
- Respect wildlife

Enjoy Your Visit!

Restoring Natives for Wildlife

After years of destructive gold, sand, and gravel mining, invasive weeds are being replaced with the native plants that wildlife have used for thousands of years. Visit our Native Plant Garden to see some of the best drought-tolerant plants for this area.

NO HUNTING
NO CAMPING
NO FIRES

Building rock structures in creek obstructs fish migration and disturbs breeding habitat

Salmon Spawn Here

Butte Creek is critical habitat for the Federal and State Threatened Species the Central Valley Spring Run Chinook Salmon. Adult salmon spend the summer here and spawn in the fall. Cool, clean water is vital for their survival.

MEMORANDUM OF UNDERSTANDING REGARDING GUIDING PRINCIPLES FOR CSU, CHICO CONSULTATION WITH THE MECHOOPDA INDIAN TRIBE OF CHICO RANCHERIA

Whereas California State University, Chico’s Strategic Plan for the Future and Campus Master Plan 2005 call for the recognition and celebration of community values and the University’s historic context,

Whereas the Mechoopda Indian Tribe of Chico Rancheria traditional lands encompass the California State University, Chico campus and Agricultural Teaching and Research Center,

Whereas the Mechoopda Indian Tribe of Chico Rancheria was not terminated within the provisions of the Act of August 18, 1958, P.L. 85-671, 72 Stat. 619, as amended August 11, 1964, P.L. 88-419, 78 Stat. 390 (California Rancheria Act), and is a federally recognized Indian Tribe as confirmed by the January 6, 1992 judgment in Scotts Valley Band of the Pomo Indians of Sugar Bowl Rancheria v. United States of America, Civil Case C-86-3660-VRW (Scott’s Valley Judgment), and duly reorganized under the Act of June 18, 1934, 48 Stat. 984, as amended (the Indian Reorganization Act),

Whereas the Mechoopda Tribal Council is the duly authorized body of the Tribe, empowered to make tribal policy and carry out tribal business,

Whereas the Mechoopda Indian Tribe of Chico Rancheria is a federally recognized tribe whose members are honored and respected first peoples of this land,

Whereas the California State University, Chico and the Mechoopda Indian Tribe of Chico Rancheria seek to consult and work cooperatively to protect, preserve, and manage cultural resources that may be identified on campus lands,
Whereas the California State University, Chico and the Mechoopda Indian Tribe of Chico Rancheria are mutually committed to honoring each other’s sovereignty, respecting each other’s rights of self-governance, and recognizing the deeply held interests of the Mechoopda Indian Tribe of Chico Rancheria in the lands and operations of the University,

Whereas the California State University, Chico and the Mechoopda Indian Tribe of Chico Rancheria are committed to working with each other on a professional basis, and consulting before taking actions or making decisions that affect the University, the Tribe, or their interests,

Be it resolved that the California State University, Chico, and the Mechoopda Indian Tribe of Chico Rancheria seek to work directly and effectively with each other, and practice open, candid, respectful, timely, and effective communication in a cooperative process that works toward agreement, before a decision is made or an action is taken affecting the University, the Tribe, or their interests, and,

Be it also resolved that the California State University, Chico, and the Mechoopda Indian Tribe of Chico Rancheria shall consult to assess the impact of plans, projects, programs, and activities of the University on the Mechoopda Indian Tribe of Chico Rancheria, to assure that both parties’ rights and concerns are considered,

Be it also resolved that the California State University, Chico, and the Mechoopda Indian Tribe of Chico Rancheria shall consult on the development and abide by the terms of a cultural resource plan, with the goal of completing such plan within twelve months of executing this Memorandum of Understanding whose purpose will be to specify actions to be taken to protect, preserve, and manage cultural resources that may be identified on campus lands, including but not limited to, meaningful consultation around ground disturbance (defined in appendix A),
Be it also resolved that the California State University, Chico, shall encourage contractors, management partners, and auxiliaries of the University to follow these guiding principles, and,

Therefore, be it resolved by the signatures of the representatives on the dates indicated below that California State University, Chico and the Mechoopda Indian Tribe of Chico Rancheria do formally endorse and accept this Memorandum of Understanding and agree to review the MOU every three years from the date signed unless earlier terminated by either party, which termination shall take effect 30 days from the date written notice is provided to the other party.

California State University, Chico

Gayle E. Hutchinson, President
California State University, Chico

Date: 9/19/18

Debra Larson, Provost and Vice President for Academic Affairs
California State University, Chico

Date: 9/19/18

Mechoopda Indian Tribe of Chico Rancheria

Dennis Ramirez, Tribal Chairman
Mechoopda Indian Tribe of Chico Rancheria

Date: 9/19/18

Sandra M. Knight, Vice Chairperson
Mechoopda Indian Tribe of Chico Rancheria

Date: 9/19/18
Milton Lang, Vice President for Student Affairs
California State University, Chico
Date: 9/19/18

Roberta Lewis, Secretary
Mechoopda Indian Tribe of Chico Rancheria
Date: 9/19/18

Jeni Kitchell, Interim CFO & Associate Vice President for Business and Finance
California State University, Chico
Date: 9/19/18

Robyn Fairuseit, Treasurer
Mechoopda Indian Tribe of Chico Rancheria
Date: 9/19/18

Paulita Hopper, Member at Large
Mechoopda Indian Tribe of Chico Rancheria
Date: 9-19-18

Kyle McHenry, Member at Large
Mechoopda Indian Tribe of Chico Rancheria
Date: 9-19-18
Ground Disturbance

Moving of dirt or rocks with heavy equipment or hand tools.

The Executive Director of Facilities Management and Services (FMS) and the Director of Tribal Relations will coordinate ground disturbances with the Mechoopda Indian Tribe and appropriate campus units (i.e., University Housing, Associated Students, etc.) by the following processes:

1. The University building permit for campus projects will include a section on ground disturbance and Mechoopda notification.
   a. If the project triggers the need for the California Environmental Quality Act (CEQA) process, then FMS will follow the required notification and vetting procedures which include notification to the Tribal Relations Department (TRD).
   b. If a project includes ground disturbance but does not initiate the CEQA process, the project is sent to the TRD for review. Within five business days, TRD, in consultation with Mechoopda’s Tribal Historic Preservation Officer (THPO), determines the significance of the ground disturbance.
      i. If monitoring is deemed necessary, Mechoopda will provide the monitor and the project proceeds.
      ii. If the ground disturbance is considered insignificant. No action is needed and the project proceeds.

2. Routine maintenance is excluded from the ground disturbance process. Routine maintenance includes any activity that involves disturbing soil in an area previously disturbed through the installation of infrastructure such as underground pipe, conduit, concrete footing, or replacement of existing plants and trees.

3. In the event of an emergency, including but not limited to, underground leaks or anything that prohibits critical campus functions, that requires a ground disturbance in order to repair in areas that are previously undisturbed or not known to have been disturbed, the University appointee will make a reasonable effort under the circumstances to notify Mechoopda’s THPO of the ground disturbance due to the emergency.
   a. THPO has 30 minutes to respond. No response is an agreement response to move forward with the ground disturbance.
   b. THPO responds and is on-site within 30 minutes of notification of ground disturbance to monitor.

4. In any of the above cases, if an artifact or human remains are found the University will follow the procedures as outlined in the California Code of Regulations section 15064.5.

5. In a life-threatening event, safety will be the priority and appropriate action will be immediate. The ground disturbance notification process will follow.

6. Contact information for Ground Disturbance:
   Facilities Management and Services
   Michael Guzzi, Executive Director
   530-898-4336
   maguzzi@csuchico.edu

   Tribal Relations Department
   Rachel McBride-Praetorius, Director
   530-898-6241
   rmcbride@csuchico.edu

7. Tribal Relations Department in collaboration with Facilities Management and Services will provide education and information to campus departments, programs and external partners around the MOU and Ground Disturbance process.
CSU, Chico Ecological Reserves Rules and Guidelines

The mission of the CSU, Chico Ecological Reserves System is to continue the understanding and wise management of the Earth and its natural resources by preserving critical habitat, and to provide a natural area for environmental research and education. When accessing the reserves please observe and adhere to the following rules and guidelines:

General Rules & Guidelines for Use

Use of the BCCER will be allowed if the proposed activity and level of use are deemed to be consistent with the mission, use guidelines, and management plan of the reserve. Activities that may be determined harmful to the natural values, ecosystem, functions, and native bio-diversity of the reserve, or preclude its possible future use for University-level research or instruction, will not be allowed. Use will be limited so that natural and cultural values are not adversely affected.

- Entry is walk-in only unless the user is a student or faculty conducting research, or the user is attending a scheduled reserve activity.
- Hunting and fishing are allowed ONLY by permit and during specified times according to State Fish and Wildlife Regulations
- No firearms (except for permitted hunting)
- No access is permitted to non-hunters on hunting days
- No dogs or other pets allowed
- No fires or camping
- No swimming
- No automobiles, ATVs, dirt bikes, bicycles, or horses
- No collecting of plants, animals, rocks, fossils, or artifacts
- Alcohol use is not permitted on the BCCER except by approved alcohol permit, served at meals or official functions
- The use of illicit drugs on the BCCER is prohibited

Violations will be prosecuted under Title 14, Section 630 of the California Code of Regulations.

Natural Hazards

Anyone planning to use the reserve should be aware of the natural hazards that exist in this remote, rugged environment: Due to the limited number and exits of roads, becoming trapped by a rapidly advancing wildfire is a serious possibility. Other natural hazards include high, cold winter and spring flows of Big Chico Creek, sheer cliffs and the falling rocks or landslides they generate. In hot weather, sun stroke, heat exhaustion and dehydration are significant hazards. Poison oak, wildlife (bear, mountain lion, rattlesnake), wasps, lyme disease (tick transmitted), and plague (flea transmitted) are among additional hazards. There is no drinking water on the premises.
Medical Emergencies

Because of the remoteness of the BCCER, visitors should carry first aid kits and exercise caution in undertaking any potentially hazardous activities. For response in medical emergencies, one or more persons in each visiting group should have training in basic first aid and CPR. If the problem is serious, emergency help 9-1-1 is to be contacted immediately.

Warning: Cell phones will not work in most parts of the canyon.

Protocol

The reserve director has primary responsibility for approving proposed uses. If a user fails to comply with any of the requirements, the reserve director, after proper consultation, could restrict or terminate on-going reserve use, and the user's subsequent use applications may be rejected. Appeal of use rejection or termination will be by way of dispute resolution by an informed, ad hoc board consisting of faculty members with appropriate areas of expertise.
CONSERVATION EASEMENT DEED

Document Title(s)

THIS DOCUMENT IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION CONTAINED IN THE CONSERVATION EASEMENT DEED RECORDED AUGUST 8, 2000 UNDER BUTTE COUNTY RECORDER'S SERIAL #2000-30555.
CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this 6th day of June, 2000, by California State University, Chico Research Foundation, hereinafter called Grantor, to the State of California, acting by and through the Department of Fish and Game, Wildlife Conservation Board, hereinafter called State.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain real property hereinafter described; and

WHEREAS, the property has scenic, natural and aesthetic value in its present state as a natural area; and

WHEREAS, Grantor is willing to grant a conservation easement to State over the property, thereby restricting and limiting the use of the property, and

WHEREAS, the purpose of this Conservation Easement is to ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions hereinafter set forth, and pursuant to California law, including Civil Code Section 815.3 et seq., Fish and Game Code Section 1348 and other provisions of law, Grantor hereby voluntarily
deeds and conveys unto State, its successors and assigns forever, a conservation easement of the nature and character and to the extent hereinafter set forth, with respect to the property of Grantor situated in the County of Butte, State of California, more particularly described in "Exhibit A", which is attached hereto and by this reference made a part hereof.

1. **State's Rights.** To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to State by this Conservation Easement Deed:

   (a) To preserve and protect the conservation values of the Property;

   (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement.

   (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement.

   (d) All present and future development rights.

   (e) To conduct, in cooperation with Grantor, a regulated hunting program for all legally hunted species.

2. **Consistent Uses.** The following uses of the Property by Grantee, though not an exhaustive recital of consistent uses and practices, are consistent with the purposes of this Conservation Easement:

   (a) Livestock grazing will be allowed. Grantor and Grantee shall mutually agree upon a grazing management plan that enhances the resource values of the property. All revenues received from grazing shall be controlled by the Grantor and used for restoration and enhancement projects within the Big Chico Creek watershed.

   (b) Existing fences may be repaired and replaced with fencing of similar character without any limitations. Otherwise, existing fences may be replaced and new fences or corrals may be built on the Property only with the advance written permission of the State. The State shall give such permission within a reasonable time, unless it determines that the proposed fence will substantially diminish or impair the conservation purposes of this easement;

   (c) Kiosks, interpretive and educational facilities including trails, barns or other out-buildings may be built on the property with the advance written permission of the State, which permission shall not be unreasonably withheld. The State shall give such permission within a reasonable time, unless it determines that the proposed construction will substantially diminish or impair the conservation purposes of this easement;

   (d) Research activities, education and scientific studies;

   (e) Hunting, fishing and other compatible recreational uses.
3. **Inconsistent Uses.** The following uses and practices on the Property by Grantor, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Conservation Easement, and shall be prohibited:

   (a) The change, disturbance, alteration or impairment of the natural ecological features and values of the Property except as provided herein;

   (b) The growing, producing, harvesting or selling of agricultural crops;

   (c) The division, subdivision or de facto subdivision of the Property;

   (d) Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material;

   (e) Excavating, dredging, mining or removing of loam, gravel, soil, rock, oil or gas, minerals, sand or other material;

   (f) Otherwise altering the general topography of the Property, including building of roads, unless previously approved by State.

   (g) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease or exotic species control, or as provided for herein.

   (h) Building of structures, except as provided under 2 (c) above.

4. **Cost of Enforcement.** Any costs incurred by State in enforcing the terms of this Conservation Easement against Grantor, including but not limited to, costs of suit and attorney’s fees, and any costs of restoration necessitated by Grantor’s violation or negligence under the terms of this Conservation Easement shall be borne by Grantor.

5. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by first class mail, posted prepaid, addressed as follows:

   **To Grantor:**  
   California State University  
   Chico Research Foundation  
   Chico, California 95929-0845

   **To State:**  
   Department of Fish and Game  
   Sacramento Valley and Central Sierra  
   Attn: Regional Manager  
   1701 Nimbus Road  
   Rancho Cordova, California 95670

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed
effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

6. **Amendment.** This conservation Easement may be amended by Grantor and State by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Butte County, State of California.

7. **General Provisions:**

   (a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

   (b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally in favor of the deed to effect the purpose of this Conservation Easement and the policy and purpose of Civil Code Section 815, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

   (c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement.

   (d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 5.

   (e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor’s title in any respect.

   (f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the property.

   (g) **Termination of Rights and Obligations.** A party’s rights and obligations under this Conservation Easement terminate upon transfer of the party’s interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

   (h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall be no effect upon construction or interpretation.

   (i) **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the
recorded counterpart shall be controlling.

Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement will be inserted in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to, or possessory interest in, the Property.

In the event a dispute arises between the parties to this easement, either party shall have the option of submitting such dispute to mediation or non-binding arbitration, before submitting to litigation. The prevailing party shall be entitled to recover all costs and expenses incurred in such action.

Nothing contained in this Conservation Easement shall be construed to entitle the State to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement Deed on the 30th day of November, 2000.

[Signature]

Grantor: California State University
Chico Research Foundation
Bv. [Signature]

Scott G. McCall RESEARCH OFFICER
STATE OF CALIFORNIA  
COUNTY OF BUTTE  

On 11-30-00, before me, DEBRA SANDOZ
appeared

Scott G. McNall

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

WITNESS my hand and official seal.

Signature

STATE OF CALIFORNIA  
COUNTY OF

On , before me, __________________________
appeared __________________________

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

WITNESS my hand and official seal.

Signature

Notary Seal or Stamp
EXHIBIT "A"

LEGAL DESCRIPTION
FOR
UPPER SIMMONS RANCH PROPERTY

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

Sections 23 and 27 and a portion of Sections 14, 22, 25, 26 and 34 all in Township 23 North, Range 2 East, M.D.B. & M. more particularly described as follows:

BEGINNING at the southwest corner of said Section 26;

THENCE easterly along the southerly line of said Section 28 to a point on the westerly right-of-way line of State Highway 32 as deeded to the State of California by Christina Simmons, et al, recorded July 1, 1963 in the Office of the County Recorder of the County of Butte, State of California in Book 1255 of Official Records at page 19;

THENCE northeasterly along said westerly right-of-way line to a point on the easterly line of said Section 26;

THENCE leaving said easterly section line and continuing northeasterly along said westerly right-of-way line to a point on the north line of said Section 25;

THENCE leaving said right-of-way line, westerly along the north line of said Section 25, to the northwest corner of said Section 25;

THENCE southerly along the west line of said Section 25 to the northeast corner of the southeast quarter of the southeast quarter of said Section 26;

THENCE westerly along the north line of said southeast quarter to the northwest corner of the southeast quarter of said Section 26;

THENCE northerly along the east line of the northwest quarter of the southeast quarter of said Section 26 and along the east line of the west half of the northeast quarter of said Section 26 to a point on the north line of said Section 26 also being the south line of said Section 23;

THENCE easterly along said south line to the southeast corner of said Section 23;

THENCE northerly along the east line of said Section 23 to the northeast corner of said Section 23 also being the southeast corner of said Section 14;

THENCE westerly along the south line of said Section 14 to the southeast corner of the southwest quarter of said Section 14;

THENCE northerly along the east line of said southwest quarter to the northeast corner of the southeast quarter of the southwest quarter of said Section 14;
THENCE easterly along the south line of the northwest quarter of the southeast quarter of said Section 14 to the southeast corner of said northwest quarter,

THENCE northerly along the east line of the northwest quarter of the southeast quarter of said Section 14 and along the east line of the west half of the northeast quarter of said Section 14 to a point on the north line of said Section 14;

THENCE westerly along said north line to the northwest corner of said Section 14;

THENCE southerly along the west line of said Section 14 to the southwest corner of said Section 14 also being the northeast corner of said Section 22;

THENCE westerly along the north line of said Section 22 to the northwest corner of the northeast quarter of said Section 22;

THENCE southerly along the west line of said northeast quarter to the southwest corner of said northeast quarter;

THENCE easterly along the south line of said northeast quarter to a point on the east line of said Section 22;

THENCE southerly along said east line to the southeast corner of said Section 22 also being the northeast corner of said Section 27;

THENCE westerly along the north line of said Section 27 to the northwest corner of said Section 27;

THENCE southerly along the west line of said Section 27 to the southwest corner of said Section 27 also being the northwest corner of said Section 34;

THENCE southerly along the west line of said Section 34 to the southwest corner of Lot 4 of said Section 34;

THENCE easterly along the south line of Lots 4, 3, 2 and 1 of said Section 34 to the southeast corner of said Lot 1, said corner being on the east line of said Section 34;

THENCE north along said east line to the northeast corner of said Section 34 also being the southwest corner of said Section 26 and the Point of Beginning.
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated June 6, 2000, from California State University, Chico Research Foundation, to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on May 24, 2000, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: [Signature]
W. John Schmidt
Executive Director
Wildlife Conservation Board

Date: 6/12/00

[Stamp: APPROVED]
Department of General Services
Assistant Chief
Real Estate Services Division
9/20-06/10