

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made and entered into by and among, the California State Park and Recreation Commission (“Commission”) and the California Department of Parks and Recreation (“Department”) (collectively “State Parks”), on the one hand, and the Center for Biological Diversity (“the Center”), a nonprofit public interest corporation. State Parks and the Center are individually referred to in this Agreement as a “Party” and collectively as the “Parties.” The Parties make this Agreement in light of the following recited facts (each a “Recital”).

RECITALS

A. On March 3, 2023, the Commission approved the Department’s Red Rock Canyon State Park General Plan Revision (“General Plan”) and certified a final environmental impact report (“EIR”) for the General Plan. On March 3, 2023, the Department filed a Notice of Determination for the General Plan.

B. On April 3, 2023, the Center timely filed a Petition for Writ of Mandate and Complaint for Declaratory Relief in the Superior Court of the State of California, Sacramento County, *Center for Biological Diversity v. California Department of Parks and Recreation, et al.*, Case No. 34-2023-80004109 (“Lawsuit”). The Lawsuit alleges, *inter alia*, that State Parks violated the California Environmental Quality Act (“CEQA”), Public Resources Code section 21000 et seq. and the California Vehicle Code section 38026, when it approved the General Plan and certified the EIR for the Project.

C. State Parks disputes the allegations and contentions raised in the Center’s Lawsuit.

D. The Parties now wish to resolve their disputes over the General Plan and the Center’s Lawsuit.

E. This Agreement’s language binding principals, directors, officers, and agents is effective only to the extent that such entities or people can be legally bound by such agreements.

In consideration of the above recitals, which are incorporated herein, and the promises set further herein, the Parties agree as follows:

AGREEMENT

1. Implementation of the General Plan

The Department commits to implementing the terms of the General Plan approved on March 3, 2023, by the Commission. Implementation of the General Plan’s proposed projects and some management actions occur when staffing and funding become available. Projects will include, as required, additional environmental analysis, monitoring, and reporting.

2. **Designation of Routes in Red Rock Canyon State Park as Combined Use Under Senate Bill 632 (2024), Vehicle Code section 38026.3:**

State Parks shall not designate any route within Red Rock Canyon State Park for the combined use of regular vehicular traffic and off-highway motor vehicles pursuant to Senate Bill 632 (2024), except for the portion of Sierra Road identified for such designation in the General Plan, without first complying with CEQA, unless such designation qualifies for a CEQA exemption.

State Parks reserves the right to designate combined use routes within the park pursuant to California Vehicle Code sections 38026 or 38026.3. In doing so, State Parks also reserves the right to rely on the existing EIR for such designations under those Vehicle Code provisions.

If State Parks relies on the EIR to designate any dual-use road segments beyond those approved in the General Plan, or otherwise deviates from the General Plan's current authorization regarding combined or dual-use of roads in Red Rock Canyon State Park ("Additional Approval"), State Parks agrees that:

- a. The Center shall not be barred from challenging in court the adequacy of any portions of the EIR relied upon for the Additional Approval;
- b. The Additional Approval shall be treated as a new approval or project, and any legal challenges to it or the associated environmental review (or lack thereof) shall not be precluded by the dismissal of the Lawsuit; and
- c. State Parks will not assert that the statute of limitations applicable to the approval of the General Plan applies to any Additional Approval.

3. **Data Collection and enforcement: reporting and analysis**

The data collection, enforcement, and restoration efforts described herein are triggered by execution of this agreement.

- a. The Department shall establish a protocol for monitoring Illegal Routes created by motorized vehicles leaving Sierra Road within Red Rock Canyon State Park ("Sierra Road") or the route from the Ricardo campground within the Red Rock Wash ("Ricardo Route"). An "Illegal Route" as used in this Agreement is damage that is caused by motorized vehicles that leave Sierra Road or the Ricardo Route.
- b. To establish a baseline of existing conditions along Sierra Road and the Ricardo Route as part of the monitoring protocol, the Department shall collect images of these areas using a flyover drone or drones. State Parks shall complete its analysis of the baseline of existing conditions pursuant to this **Section 3** ("Baseline Analysis")

and provide the Baseline Analysis and the images collected pursuant to this **Subsection (b)** to the Center in PDF format within three months of the Effective Date. It is the Department's position that it utilizes drones for enforcement purposes and that drone footage is confidential and privileged. Accordingly, the Center agrees that the images shared by the Department pursuant to this Subsection (b) shall not be shared, distributed, or made available by the Center to persons outside the Center. However, the Center may discuss the content of the images publicly, may seek a waiver from the Department, or seek the release of the records through the Public Records Act.

- c. The Department shall conduct monitoring of Illegal Routes for a minimum of three years following its completion of the Baseline Analysis (the "Monitoring Period"). The purpose of the monitoring shall be to detect Illegal Routes caused by motorized vehicles leaving Sierra Road or the Ricardo Route.
- d. As part of its monitoring of Illegal Routes, the Department shall conduct surveys by drone flyover and shall conduct a minimum of at least one such survey annually during the three-year Monitoring Period. The Department shall provide images, footage, and data collected by drone flyover, conducted pursuant to this Agreement, to the Center in electronic format within three months after each survey. The Center agrees that the images shared by the Department pursuant to this **Subsection (d)** shall not be shared, distributed, or made available by the Center to persons outside the Center. However, the Center may discuss the content of the images publicly, may seek a waiver from the Department, or seek the release of the records through the Public Records Act.
- e. The Department shall utilize district staff to perform drive-through monitoring of Illegal Routes during the Monitoring Period. The staff monitor will take pictures of any Illegal Route and document the location with GPS coordinates. The Department shall perform drive-through monitoring at least twice in spring (March-May) and twice in fall (September-December), with instructions to staff that they should also investigate, observe, and document any Illegal Routes as they perform their other duties. The Department will provide the Center with any data it obtained from the spring monitoring no later than the following July 1 and from the fall monitoring no later than the following February 1.
- f. The Department shall provide the Center with the yearly report, during the Monitoring Period, on law enforcement citations within Red Rock Canyon State Park (Citation Report). The Parties understand that the Department is more focused on compliance than

enforcement and the General Plan's prohibition on off-highway vehicle use in most of Red Rock Canyon State Park will be phased in with educating users, and then citations. It is unclear when any citations for off-highway vehicle use would be issued. Once citations are issued, however, the citations themselves may document general descriptions of where the citation was issued, but may not necessarily describe or identify exactly where the incident occurred. The Center may request, and the Department shall provide, records relating to individual citations, with personal information redacted.

- g. The Department agrees to directly provide the Center with a copy of the report prepared pursuant to Vehicle Code 38026.3, subd. (e), no later than January 1, 2029.

4. **Restoration Efforts**

- a. The Department agrees to continue its restoration efforts, consistent with the General Plan.
- b. The Department agrees to provide the Center with a year-end summary of any restoration efforts during the Monitoring Period.
- c. If any additional environmental review is needed for site specific restoration efforts, in other words, not exempt or covered by prior environmental review, the Department will notice such review in compliance with the California Environmental Quality Act and use its best efforts to provide direct notice to the Center during the Monitoring Period.

5. **Additional education efforts**

State Parks agrees to develop additional or expand on existing educational programs at Red Rock Canyon State Park to include messaging and content for recreating safely and responsibly in the Park. The program may use signage, online public service announcements, roving interpretation, pop-up booths, a safety program, or other appropriate measures.

6. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date the Agreement becomes signed by all of the Parties. Accordingly, each Party shall include the date it executes the Agreement next to its respective signature, and the Effective Date shall be the latest of these dates. The Agreement may be executed in counterparts.

7. **Free and Voluntary Agreement.** Each Party represents and warrants that its execution of this agreement and release is free and voluntary and acknowledges its independent right, absent this agreement, to litigate the CEQA Lawsuit.

8. **Attorneys' Fees and Costs.** The Parties agree to bear their own costs and fees associated with the litigation.

9. **Continuing Jurisdiction.** The Parties agree that consistent with California Code of Civil Procedure Section 664.6, the Sacramento County Superior Court shall retain continuing jurisdiction over the Parties to enforce the terms of this Agreement for five years after the Effective Date. However, this Agreement shall remain enforceable after the conclusion of the five-year period.

10. **Dismissal of Lawsuit.** Within ten days of the Effective Date, the Center shall file a notice of dismissal of this Lawsuit, with prejudice.

11. **Notice.** All notices under this Agreement shall be in writing. All notices shall be effective when personally delivered, or e-mailed, or 48 hours after deposit in the United States mail, as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to California Department of Parks and Recreation:

Kathryn J. Tobias
Senior Staff Counsel
California State Parks
1416 9th Street, P.O. Box 942896
Sacramento, CA 94296-0001
kathryn.tobias@parks.ca.gov

With a copy to:

Brandon S. Walker
Supervising Deputy Attorney General
Public Rights-Land Use and Conservation Section
California Attorney General's Office
1300 I Street, Suite 1101 | P.O. Box 944255
Sacramento, CA 94244-2550
Brandon.Walker@doj.ca.gov

If to the Center for Biological Diversity:

Lisa T. Belenky, Senior Counsel
Center for Biological Diversity
2100 Franklin St., Suite 375
Oakland, CA 94612
(510) 844-7107
lbelenky@biologicaldiversity.org

With a copy to:

Peter J. Broderick, Senior Attorney and Legal Director, Urban Wildlands Program
Center for Biological Diversity
2100 Franklin St., Suite 375
Oakland, CA 94612
(510) 844-7100
pbroderick@biologicaldiversity.org

12. **Modification.** This Agreement may not be altered, amended, modified or otherwise changed except by writing duly executed by authorized representatives of the Parties. A Party seeking to modify the Agreement shall make a request for modification according to the notice provisions of Section 11. The other Party shall respond to the request within 15 calendar days, and acceptance of the request shall not be unreasonably withheld.

13. **Informal Negotiations.** In the event a Party believes that the other Party is in default of any provision or provisions of this Agreement, that Party shall provide the other Party with written notice of the alleged default pursuant to the notice procedures identified in Section 11.

13.1. **Notice of Default or Notice of Claim.** The written notice shall identify the provision of the Agreement that the Party believes has been breached and/or circumstances have arisen that require immediate injunctive relief, a general summary of the facts supporting the alleged default or circumstances and, where appropriate, the manner in which the default or circumstances may be satisfactorily cured. Failure or delay in giving notice of any default shall not constitute a waiver of any default, nor shall it change the time to cure the default.

13.2. **Informal Dispute Resolution.** After notice of default is given, the Parties shall commence good faith negotiations to resolve the dispute no later than 15 days from the date of the written notice.

13.3. **Cure Period.** The Party who is alleged to be in default shall have 30 days from the date of the written notice to cure the alleged default, or, if the default cannot be fully cured in the 30-day period, make reasonable efforts to commence to cure the default within the period and, thereafter, diligently prosecute such cure to completion.

13.4. **Judicial Action.** The Parties agree that in the event of any dispute over the terms of this Agreement, including any default issues, they will first undertake the Informal Dispute Resolution process outlined above in Section 13.2. Any dispute not resolved through such informal dispute resolution may be submitted to the Superior Court of Sacramento. The Parties further agree that in any such proceeding they will not reinstate any claims otherwise compromised by this Agreement. Nothing in this provision, however, relinquishes or waives the right of any party to seek immediate injunctive relief.

13.5. **Timing.** The Parties agree that they have a strong, mutual interest in having any judicial dispute resolved as quickly as possible. Accordingly, within ten days of the filing of any judicial action pursuant to Section 13.4, the Parties agree to meet and confer in good faith to discuss and attempt to agree upon procedural methods for achieving an early resolution of the claim through motions or other procedures.

14. **Waiver of Right to Enforce.** The failure of any Party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that Party's right to enforce such term, covenant or condition, or any other term, covenant, or condition of this Agreement. A waiver of any Party's right to enforce any provision of this Agreement shall not be effective unless such a waiver is made expressly in writing. An express waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

15. **Headings.** The paragraph headings herein are for the convenience of the Parties and are not intended to be used as an aid to interpretation of the terms of this Agreement.

16. **Mistake of Fact or Law.** The Parties acknowledge that they are aware that they may hereafter discover facts or law different from or in addition to those they now know or believe to be true with respect to any claims, causes of action, rights, obligations, debts, liabilities, accounts, liens, damages, losses, and expenses arising from execution of this Agreement and each agrees that the Agreement shall remain in effect in all respects, notwithstanding any such mistake of fact or law.

17. **No Third Party Beneficiaries.** Except for the indemnity and release provisions of this Agreement the Parties do not intend to create any third party beneficiaries by this Agreement.

18. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. **Stipulation of Non-Liability.** Except as provided herein, this Agreement and compliance with this Agreement shall not constitute, nor be construed as an admission by any of the Parties of any wrongdoing or liability of any kind, or an admission by them of any violation of the rights of the Parties or any other person or entity, or violation of any order, law, statute, duty or contract on the part of the Parties and their respective officers, directors, employees and agents.

20. **Authority.** Each person signing this Agreement represents and warrants that they are authorized to execute this Agreement on behalf of its respective Party.

21. **Miscellaneous.**

21.1. This Agreement shall be construed according to and governed by the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, affording to its fair meaning and not strictly for or against either of the Parties.

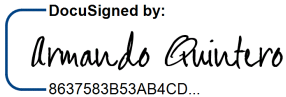
21.2. This Agreement constitutes the sole and only Agreement of the Parties regarding this subject matter. It correctly sets for the rights, duties and obligations of each to the other. Any prior agreements, promises, negotiations or representations concerning the Agreement, or any of its subject matter, not expressly set forth in this Agreement are of no force or effect.

21.3. This Agreement shall be binding upon the parties and their respective heirs, administrator, representatives, executors, successors and assigns and shall inure to the benefit of the parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

21.4. Nothing in this Agreement is, or shall be, alleged, claimed or construed by any Party, their agents, counsel or representatives, to be a violation of any term or provision of any practice or policy; or a violation of any state law, federal law or any policy or regulation.

Date 9/23/2026

CALIFORNIA STATE PARK AND
RECREATION COMMISSION; CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By:  Armando Quintero
Director, California Department of Parks
and Recreation

Date _____

CENTER FOR BIOLOGICAL DIVERSITY

By: _____
Lisa Belenky, Senior Counsel

Approved as to form:

Date 8/21/2026

CALIFORNIA STATE PARK AND
RECREATION COMMISSION; CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: Kathryn Tobias
891D4C0B913445E...
Kathryn J. Tobias, Senior Staff Counsel

Date 8/21/2026

ATTORNEY GENERAL OF THE STATE OF
CALIFORNIA

By: Brandon S. Walker Digitally signed by Brandon S. Walker
Date: 2026.08.21 09:55:21 -07'00'
Brandon S. Walker
Supervising Deputy Attorney General
Attorneys for the California State Park and
Recreation Commission and the California
Department of Parks and Recreation