

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and among Aera Energy LLC, California Natural Resources Group LLC, Western States Petroleum Association, Lloyd Properties, Carbon California Operating Company LLC, the National Association of Royalty Owners, Deborah Duggan, Richard Duggan, Theresa Ryan, Julie Monro, Mark Monro, Patricia Cortina and David Cortina, on the one hand (“Petitioners”), and the County of Ventura (the “County”) on the other hand. This Agreement refers to each party individually as a “Party,” and collectively to all parties as the “Parties.”

RECITALS

A. On or about September 15, 2020, the County adopted its 2040 General Plan Update (the “2040 GPU” or “Project”) and certified an environmental impact report (“EIR”) that it caused to be prepared for that Project.

B. In October 2020, Petitioners filed verified petitions for writ of mandate and complaints for declaratory and injunctive relief and seeking damages in the following cases alleging, among other claims, the County’s violations of CEQA, the Brown Act, State Planning and Zoning Law, state and federal preemption, unlawful impairment of vested rights, and the unconstitutional taking of private property rights in the approval of the Project (singularly, the “Action”, and collectively, the “Actions”), which remain pending:

- *Western States Petroleum Association v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546193-CU-WM-VTA
- *Carbon California Company, LLC, and Carbon California Operating Company, LLC v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546198-CU-WM-VTA
- *Aera Energy LLC v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546180-CU-WM-VTA
- *California Natural Resources Group, LLC v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546189-CUWM-VTA
- *Lloyd Properties v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546196-CU-WM-VTA
- *National Association of Royalty Owners-California, et al. v. County of Ventura*; Ventura County Superior Court Case No. 56-2021-00550558-CU-WM-VTA

C. The County disputes the allegations made in the Actions.

D. To better understand their differences regarding the 2040 GPU and attempt to resolve the Action, the Parties engaged in settlement discussions, during which the Parties agreed that certain 2040 GPU policies should be clarified to address Petitioners’ concerns and so that they are applied and implemented by the County in a manner that is consistent with the Board of

Supervisors' ("Board") original intent and consistently applied to all land use applicants (the "Implementing Clarifications").

E. The Parties further agreed that the Board's adoption of a resolution establishing the Implementing Clarifications and its clarification of those policies would be the most effective means of addressing Petitioners' concerns and ensuring the policies' accurate application and consistent implementation in accordance with the Board's original intent. That proposed resolution is attached hereto as Exhibit "A" (the "Resolution").

F. The Parties further agreed that the County will process and consider amendments to the 2040 GPU to revise Policies COS-7.7 (trucking of oil and produced water) and COS-7-8 (flaring) to the mitigation measure versions of these policies set forth in PR-2 and PR-3, respectively, in the 2040 GPU EIR (collectively, the "General Plan Amendments" as defined in Section 2 below). The Parties agree and acknowledge that the County's consideration of these General Plan Amendments is entirely within the County's discretion and requires a public hearing process, and the County reserves its full power and authority to decline to adopt the amendments or to modify the General Plan Amendments, in response to the public comment process or otherwise.

G. The Parties agreed that, if the General Plan Amendments are adopted by the County, Petitioners will dismiss the Actions without prejudice. The Parties further agreed that, if there is a third-party legal challenge to the General Plan Amendments, which results in a substantial and material change to the General Plan Amendments (whether by agreement or court order), or if one or more of the General Plan Amendments are set aside in response to the third-party legal challenge, then each Action could be resurrected or filed as a new action (collectively, the "Resurrected Actions"). The Parties further agree that prosecution and defense of the Resurrected Actions may include: (1) preparation of a supplemental administrative record encompassing the administrative proceedings relating to the County's adoption of the Implementing Clarifications and General Plan Amendments; (2) the inclusion of new legislative, statutory or other legal developments relating to the claims and defenses pled in the Resurrected Actions; (3) the use of new legal authorities relating to the claims and defenses pled in the Resurrected Actions; and (4) revisions to the existing merits briefing on file to include these foregoing matters. To ensure the intent of this Agreement is fulfilled, the Parties agreed to seek a court order approving one provision of the settlement.

H. The Parties believe that it is in their respective best interests to establish a process for the County to consider the General Plan Amendments and Implementing Clarifications and thereby potentially resolve the claims by and between them related to the Project, the EIR, and the Actions to avoid additional burden, expense, uncertainty, risk, and delay associated with litigation, as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the following consideration, provisions, mutual promises, and agreements contained herein, the Parties agree to the following terms:

1. County Consideration of the Implementing Clarifications: The County agrees that through approval of this Agreement, the Board shall consider the Implementing Clarifications in accordance with applicable regulations and procedures. County staff shall present the Implementing Clarifications to the Board as an agenda item in an open public meeting to consider adopting the Implementing Clarifications via resolution. The County agrees that it shall use its best efforts to ensure that the Board consider adopting the Implementing Clarifications no later than July 25, 2023. Circumstances may occur beyond the County's control and the Implementing Clarifications Board item may be continued. The County cannot promise or guarantee any general or particular outcome or final decision on the Implementing Clarifications, which is within the discretion of the Board. Nothing herein shall commit the Board to any specific discretionary decision. However, notwithstanding the foregoing, the County agrees that, in the event it adopts the Resolution and Implementing Clarifications, County will provide actual written notice to Petitioners of any proposed modifications to the Resolution or Implementing Clarifications a minimum of 30 days in advance of considering those modifications in a public meeting.

2. County Consideration of a General Plan Amendment: The County agrees that through approval of this Agreement, the Board shall consider directing the County Planning Division to set for study, hearing and recommendation within a reasonable time, amendments to the General Plan as follows:

(a) Revise Policy COS-7.7 (Limited Conveyance for Oil and Produced Water) to be consistent with the mitigation measure version in the 2040 General Plan EIR as follows:

Policy COS-7.7: Limited Conveyance for Oil and Produced Water. The County shall require new discretionary oil wells to use pipelines to convey crude oil and produced water, if feasible. Trucking of crude oil and produced water may only be allowed if the proponent demonstrates that conveying the oil and produced water via pipeline is infeasible. In addition, trucking of crude oil and produced water is allowed in cases of emergency and for testing purposes consistent with federal, state and local regulations.

(b) Revise Policy COS-7.8 (Limited Gas Collection, Use, and Disposal) to be consistent with the mitigation measure version in the 2040 General Plan EIR as follows:

Policy COS-7.8: Limited Gas Collection, Use, and Disposal. The County shall require that gases emitted from all new discretionary oil and gas wells be collected and used or removed for sale or proper disposal, if feasible. Flaring or venting may only be allowed if the proponent demonstrates that conducting operations without flaring or venting is infeasible. In addition, flaring or venting is allowed in cases of emergency and for testing purposes consistent with federal, State, and local regulations (collectively, the "General Plan Amendments").

County staff shall include a recommendation for the Board to direct staff to set the General Plan Amendments for study, hearing and recommendation as an agenda item in an open public meeting. The County agrees that it shall use its best efforts to ensure that the Board consider the recommendation and direction to the Planning Division no later than July 25, 2023. Circumstances may occur beyond the County's control and the Board item may be continued. The County cannot promise or guarantee any general or particular outcome or final decision on recommended action and direction to the Planning Division, which is within the discretion of the Board. Further, the County cannot promise or guarantee any general or particular outcome or final decision on the General Plan Amendments, which is within the discretion of the Board. Nothing herein shall commit the Board to any specific discretionary decision. The County Planning Division is responsible for the processing of amendments to the County General Plan. The General Plan Amendments are subject to the discretionary approval of the Board, require an analysis by the Planning Division and various County departments and agencies, and entail public hearings before the Planning Commission and the Board as required by state law.

3. Dismissal of the Actions Without Prejudice:

- (a) In the event that the Board adopts both (i) the Implementing Clarifications attached hereto as Exhibit "A," or a version of the Implementing Clarifications substantially similar to Exhibit "A" that is acceptable to Petitioners; and (ii) the General Plan Amendments, or a substantially similar version of the General Plan Amendments that is acceptable to Petitioners, Petitioners agree that they each shall file a dismissal without prejudice of the applicable Action within (10) ten business days of the adoption by the Board of the Implementing Clarifications or General Plan Amendments, whichever occurs later.
- (b) Following such adoption by the Board as described in Section 3(a) above, if a third-party legal action is commenced challenging the adoption of the Implementing Clarifications or the General Plan Amendments, and if in response to that action the Implementing Clarifications and/or General Plan Amendments are set aside by a reviewing court (or by the County in response to any such third party legal action) and/or substantially and materially modified by the County in response to such third-party legal action, the Parties agree that Petitioners shall have the option to resurrect the claims in these related Actions (collectively, the "Resurrected Actions"). The County shall not assert any statute of limitations or other time bar or other procedural objection against such Resurrected Actions, and the Parties agree that any statute of limitations or other time bar is tolled until 90 days after the pendency of any third-party legal action. Such a resurrection of claims may be accomplished by any one or more Petitioners by refiling their complaint or petition for writ of mandate as a new action within 90 days of either: (i) the County final action on the Implementing Clarifications or the General Plan Amendments, whichever occurs later; or (2) a final court judgment and expiration of any applicable appeal period without the filing of an appeal. In addition to the existing pleadings, briefing and administrative record already on file in the Actions, prosecution and defense of the Resurrected Actions may also include: (1) preparation of a supplemental administrative record encompassing the administrative proceedings relating to the County's adoption of the Implementing Clarifications and General Plan Amendments; (2) the inclusion of new legislative, statutory or other legal developments relating to the claims and defenses plead

in the Resurrected Actions; (3) the use of new legal authorities relating to the claims and defenses plead in the Resurrected Actions; and (4) revisions to the existing merits briefing on file to include these foregoing matters. The Parties also acknowledge that, if a reviewing court sets aside the Implementing Clarifications and/or General Plan Amendments and requires further review under the California Environmental Quality Act (“CEQA”) or other actions, the County shall have the discretion to determine the appropriate response to any such court order and to conduct additional review under CEQA to the extent such additional review is required. To ensure the intent of this Agreement is fulfilled, the Parties shall seek a court order approving this Section 3(b) of Agreement in a form substantially similar to the form of proposed order attached hereto as Exhibit “B”.

4. Resolution of Dispute Without Admission of Fault or Liability. The Parties agree that the terms of this Agreement shall in no way be construed to be an admission of fault or liability, whatsoever, by any Party, and that no Party shall be considered the prevailing party in the Actions in the event Petitioners dismiss the Actions in accordance with Paragraph 3 of this Agreement.

5. Release and Discharge: Effective only in the event of a dismissal of the Actions pursuant to Paragraph 3 above, in consideration of the mutually dependent promises and representations herein, and except for the obligations created by this Agreement, the Parties hereby waive their rights pursuant to California Civil Code section 1542 and fully release and forever discharge each other and each other’s respective successors, assigns, employees, agents, representatives, and attorneys from and against any and all claims, demands, actions, causes of action, proceedings, obligations, liabilities, damages, losses, costs, and expenses of any nature whatsoever, in law or in equity, known or unknown, foreseen or unforeseen, contingent or non-contingent, that the Parties now have based upon or in any way arising out of or in connection with the County’s approval of the Project and certification of the EIR, and/or this Settlement Agreement. Provided, however, that the Parties agree and acknowledge that Petitioners reserve their right to assert “as-applied” claims against the County based on the County’s application of the 2040 GPU in the future, and the County agrees not to raise objections to their as-applied claims based on the dismissal without prejudice of the Actions. Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY.

6. Termination of Agreement. This Agreement shall terminate in the event that the Board (a) declines to adopt the Resolution at the hearing required by Paragraph 1 of this Agreement or a version of the Resolution and Implementing Clarifications substantially similar to Exhibit “A” to this Agreement that is acceptable to Petitioners; or (b) declines to adopt the General Plan Amendments or a substantially similar version of the General Plan Amendments that is acceptable to Petitioners. In such event, Petitioners shall have no obligation to dismiss the Actions, the Releases provided by Paragraph 5 of this Agreement shall have no force or effect, and the Parties shall have no further obligation hereunder.

7. Police Power. The County shall maintain its police powers at all times with respect to its consideration of the Resolution, the Implementing Clarifications, the Board's direction to the Planning Division, and the General Plan Amendments. Nothing contained in this Agreement shall be deemed to limit, restrict, amend or modify, or to constitute a waiver or release of, any valid and applicable ordinances, resolutions, notices, orders, rules, regulations, or requirements of the County, including its departments, commissions, agencies, and boards, and the officers thereof, or any of the County's duties, obligations, rights, or remedies, or the general police powers, rights, privileges, and discretion of the County in furtherance of the public health, welfare, and safety of the inhabitants thereof, including any code enforcement actions.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective employees, agents, attorneys, successors, devisees, executors, administrators, assigns, and insurance carriers.

9. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties hereto and recites the sole consideration of the promises and agreements contained within it. The Parties have read this Agreement and are fully aware of its contents and legal effect. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect except by a writing duly executed and authorized by each of the Parties.

10. Attorneys' Fees and Costs. Effective only in the event of a dismissal of the Actions pursuant to Paragraph 3 above, each Party shall bear their own attorneys' fees and/or costs in connection with the Actions and this Agreement and no Party shall be considered the prevailing party in the Actions.

11. Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement. In the event of any dispute concerning this Agreement, the prevailing party shall be entitled to recover its court costs and attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

12. Waiver. No provision of this Agreement may be waived unless in a writing signed by each Party. Waiver of any one provision shall not be deemed to be a waiver of any other provision.

13. California Law and Venue. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The Parties further agree that the venue for all legal proceedings concerning this Agreement shall be in the Superior Court of California of the County of Ventura.

14. Agreement Is Voluntary. The Parties acknowledge and agree that they have read this Agreement, that they fully understand their rights, privileges and duties under this Agreement and that they entered into this Agreement voluntarily, on the basis of their own judgment and

without coercion, and not in reliance on any promises, representations, or statements made by the other Party other than those contained in this Agreement.

15. Legal Representation and Construction. Each Party acknowledges that it has been represented by counsel, or has had counsel available to it, throughout the pendency of the negotiations of this Agreement. The Parties agree that this Agreement is the product of arms-length negotiations between them, and that this Agreement is executed voluntarily by each of them without being subjected to any duress or undue influence. The Parties further agree that they are to be considered mutual authors of this Agreement.

16. Authority to Execute. Each individual executing this Agreement represents and warrants that it is duly authorized to execute this Agreement and that it is binding in accordance with its terms. Each Party warrants that it is the true holder of all rights and remedies which it purports to release, and that it has not assigned or transferred any of those rights or remedies to any other individuals and/or entities. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

17. Good Faith and Further Assurances. The Parties agree that they will act in good faith in abiding by the terms of this Agreement, and in carrying out the obligations of each Party set forth herein and shall not do anything to interfere with or inhibit the ability of the other Party to comply with their respective obligations under the terms of this Agreement. So long as authorized by applicable laws to do so, each of the Parties to this Agreement will do such further acts and execute, acknowledge, and deliver all further documents as may be necessary to fully effectuate the provisions of this Agreement. The County further agrees that the pendency of the General Plan Amendments will not affect the normal processing or consideration for approval of permit applications which do not require the enactment of the General Plan Amendments in order to be approved.

18. Notices. Any notice or communication required hereunder between the Parties must be in writing to the following addresses:

For Petitioners:

AERA ENERGY LLC

Attn: Sigrid R. Waggener, David T. Moran, and Jennifer J. Lynch

Manatt, Phelps & Phillips, LLP

2049 Century Park East, Suite 1700

Los Angeles, CA 90067

Email: SWaggener@manatt.com; DMoran@manatt.com; JLynch@manatt.com

CALIFORNIA NATURAL RESOURCES GROUP

Attn: Jeffrey D. Dintzer, Matthew C. Wickersham, Gregory S. Berlin, and Gina M.

Angiolillo

Alston & Bird LLP

333 South Hope Street, 16th Floor
Los Angeles, CA 90071
Email: jeffrey.dintzer@alston.com; matt.wickersham@alston.com;
greg.berlin@alston.com; gina.angiolillo@alston.com

WESTERN STATES PETROLEUM ASSOCIATION
Attn: Jeffrey D. Dintzer, Matthew C. Wickersham, Gregory S. Berlin, and Gina M.
Angiolillo
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Los Angeles, CA 90071
Email: jeffrey.dintzer@alston.com; matt.wickersham@alston.com;
greg.berlin@alston.com; gina.angiolillo@alston.com

LLOYD PROPERTIES
Attn: Jeffrey D. Dintzer, Matthew C. Wickersham, Gregory S. Berlin, and Gina M.
Angiolillo
Alston & Bird LLP
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Los Angeles, CA 90071
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greg.berlin@alston.com; gina.angiolillo@alston.com

CARBON CALIFORNIA OPERATING COMPANY LLC
Ferguson Case Orr Paterson LLP
Attn: Neal P. Maguire
Ferguson Case Orr Paterson LLP
1050 South Kimball Road
Ventura, CA 93004
Email: nmaguire@fcoplaw.com

NATIONAL ASSOCIATION OF ROYALTY OWNERS-CALIFORNIA, INC. et al.
Attn: Edward S. Renwick
Hanna and Morton LLP
444 South Flower Street, Suite 2530
Los Angeles, CA 90071
Email: erenwick@hanmor.com

DEBORAH DUGGAN
Attn: Peter J. Ryan, Aaron J. Flores, and Nannette Schneider

Flores Ryan, LLP
115 W. California Boulevard, Suite 9010
Pasadena, California 91105
Email: ryan@floresryan.com; flores@floresryan.com; schneider@floresryan.com

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THERESA RYAN
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JULIE MONRO
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PATRICIO CORTINA
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DAVID CORTINA

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Email: charles@baskinlawoffice.com

For the County:

OFFICE OF THE VENTURA COUNTY COUNSEL
Attn: Tiffany N. North, County Counsel
Jeffrey E. Barnes, Chief Assistant County Counsel
Ventura County Government Center
800 S. Victoria Avenue
Ventura, California 93009
Email: tiffany.north@ventura.org, jeffrey.barnes@ventura.org

All notices must be in writing and delivered by email, mail (postage prepaid), or by a recognized courier service to the appropriate Party's address or email address set out in this Agreement.

19. Severability: If a court of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

20. Execution: This Agreement may be executed in counterparts which, when taken together, shall constitute one original agreement. An electronic or facsimile signature shall be deemed the same as, and valid as if it were, an original signature.

21. Effectiveness of Agreement. This Agreement shall be effective upon the execution of this Agreement by all Parties.

[signatures on following page]

Ventura County General Plan Litigation Agreement
Settlement Agreement with Combined Signatures

DATED:

AERA ENERGY LLC

By: E.C. Bartsch
734B873F506E4D2...

Name: E.C. Bartsch

Title: President and CEO, Aera Energy LLC

DATED:

CALIFORNIA NATURAL RESOURCES GROUP, LLC

By: _____

Name: _____

Title: _____

DATED:

WESTERN STATES PETROLEUM ASSOCIATION

By: _____

Name: _____

Title: _____

DATED:

LLOYD PROPERTIES

By: _____

Name: _____

Title: _____

DATED:

**CARBON CALIFORNIA OPERATING COMPANY
LLC**

By: _____

Name: _____

Title: _____

DATED: **AERA ENERGY LLC**

By: _____

Name: _____

Title: _____

DATED: **CALIFORNIA NATURAL RESOURCES GROUP, LLC**

By: DocuSigned by: Jeffrey Katersky _____

Name: Jeffrey Katersky _____

Title: Chief Financial Officer _____

DATED: **WESTERN STATES PETROLEUM ASSOCIATION**

By: DocuSigned by: Catherine H. Reheis-Boyd _____

Name: Catherine H. Reheis-Boyd _____

Title: President & CEO _____

DATED: **LLOYD PROPERTIES**, a California Limited Partnership
By: Lloyd Management Corporation, a Delaware corporation,
its managing General Partner

By: DocuSigned by: Gary W. Brummett _____

Name: Gary W. Brummett _____

Title: President _____

DATED: **CARBON CALIFORNIA OPERATING COMPANY LLC**

By: Scott Price _____

Name: Scott Price _____

Title: President _____

DATED:

NATIONAL ASSOCIATION OF ROYALTY OWNERS-CALIFORNIA, INC.

By:  _____

Name: Edward S. Hazard

Title: President

DATED:

WOOD-CLAEYSSSENS FOUNDATION

By: _____

Name: _____

Title: _____

DATED:

TIMOTHY ANDREWS TRUST

By: _____

Name: TIMOTHY ANDREWS

Title: TRUSTEE

DATED:

MIKE BALLIF

DATED:

DANIEL BARBA

DATED:

GREG BARNES

DATED:

ANTHONY E. BARTOLIC

DATED:

NATIONAL ASSOCIATION OF ROYALTY OWNERS-CALIFORNIA, INC.

By: _____

Name: _____

Title: _____

DATED:

6-27-2023

WOOD-CLAEYSSENS FOUNDATION

By: *Noelle C. Burkey*

Name: *Noelle C. Burkey*

Title: *CEO wood-claeyssens Foundation*

DATED:

TIMOTHY ANDREWS TRUST

By: _____

Name: TIMOTHY ANDREWS

Title: TRUSTEE

DATED:

MIKE BALLIF

DATED:

DANIEL BARBA

DATED:

GREG BARNES

DATED:

ANTHONY E. BARTOLIC

DATED:

NATIONAL ASSOCIATION OF ROYALTY OWNERS-CALIFORNIA, INC.

By: _____

Name: _____

Title: _____

DATED:

WOOD-CLAEYSSSENS FOUNDATION

By: _____

Name: _____

Title: _____

DATED:

TIMOTHY ANDREWS TRUST

By: Timothy S Andrews 6/14/2023

Name: TIMOTHY ANDREWS

Title: TRUSTEE

DATED:

MIKE BALLIF

DATED:

DANIEL BARBA

DATED:

GREG BARNES

DATED:

ANTHONY E. BARTOLIC

DATED: NATIONAL ASSOCIATION OF ROYALTY OWNERS-CALIFORNIA, INC.
By: _____
Name: _____
Title: _____

DATED: WOOD-CLAEYSSSENS FOUNDATION
By: _____
Name: _____
Title: _____

DATED: TIMOTHY ANDREWS TRUST
By: _____
Name: TIMOTHY ANDREWS
Title: TRUSTEE

DATED: 6-16-2023 MIKE BALLIF


DATED: DANIEL BARBA

DATED: GREG BARNES

DATED: ANTHONY E. BARTOLIC

DATED:

NATIONAL ASSOCIATION OF ROYALTY OWNERS-CALIFORNIA, INC.

By: _____

Name: _____

Title: _____

DATED:

WOOD-CLAEYSSSENS FOUNDATION

By: _____

Name: _____

Title: _____

DATED:

TIMOTHY ANDREWS TRUST

By: _____

Name: TIMOTHY ANDREWS

Title: TRUSTEE

DATED:

MIKE BALLIF

DATED:

6/15/23

DANIEL BARBA

Daniel Barba

DATED:

GREG BARNES

DATED:

ANTHONY E. BARTOLIC

DATED: **NATIONAL ASSOCIATION OF ROYALTY OWNERS-CALIFORNIA, INC.**

By: _____

Name: _____

Title: _____

DATED: **WOOD-CLAEYSSSENS FOUNDATION**

By: _____

Name: _____

Title: _____

DATED: **TIMOTHY ANDREWS TRUST**

By: _____

Name: TIMOTHY ANDREWS

Title: TRUSTEE

DATED: **MIKE BALLIF**

DATED: **DANIEL BARBA**

DATED: 12 July 2023

GREG BARNES

DocuSigned by:

Greg Barnes

8B3A4CA7542F42F...

DATED: **ANTHONY E. BARTOLIC**

Name: _____

Title: _____

DATED:

WOOD-CLAEYSSSENS FOUNDATION

By: _____

Name: _____

Title: _____

DATED:

TIMOTHY ANDREWS TRUST

By: _____

Name: TIMOTHY ANDREWS

Title: TRUSTEE

DATED:

MIKE BALLIF

DATED:

DANIEL BARBA

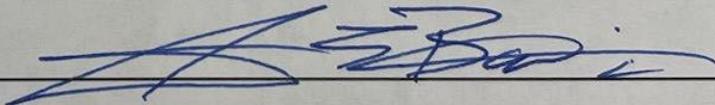
DATED:

GREG BARNES

DATED:

6-26-2023

ANTHONY E. BARTOLIC



DATED:

6-16-23

BRIAN BLACK



DATED:

MICHAEL R. BLACK

DATED:

MARLIN K. BROWN

DATED:

NOELLE DIVOZZO

DATED:

NANCY EARNEY

DATED:

DEBRA FIETEN

DATED:

MOLLY H. HARPER

DATED:

ALFRED HARTMAN

DATED:

GLENN HARTMAN

DATED:

BRIAN BLACK

DATED:

6/20/2023

MICHAEL R. BLACK

Michael R. Black

DATED:

MARLIN K. BROWN

DATED:

NOELLE DIVOZZO

DATED:

NANCY EARNEY

DATED:

DEBRA FIETEN

DATED:

MOLLY H. HARPER

DATED:

ALFRED HARTMAN

DATED:

GLENN HARTMAN

DATED: BRIAN BLACK

DATED: MICHAEL R. BLACK

DATED: MARLIN K. BROWN

6-14-2023



DATED: NOELLE DIVOZZO

DATED: NANCY EARNEY

DATED: DEBRA FIETEN

DATED: MOLLY H. HARPER

DATED: ALFRED HARTMAN

DATED: GLENN HARTMAN

DATED: **BRIAN BLACK**

DATED: **MICHAEL R. BLACK**

DATED: **MARLIN K. BROWN**

DATED: *6/14/23*

NOELLE DIVOZZO

Noelle Divozzo

DATED: **NANCY EARNEY**

DATED: **DEBRA FIETEN**

DATED: **MOLLY H. HARPER**

DATED: **ALFRED HARTMAN**

DATED: **GLENN HARTMAN**

DATED: **BRIAN BLACK**

DATED: **MICHAEL R. BLACK**

DATED: **MARLIN K. BROWN**

DATED: **NOELLE DIVOZZO**

DATED: **NANCY EARNEY**

6/28/23

Nancy Earney

DATED: **DEBRA FIETEN**

DATED: **MOLLY H. HARPER**

DATED: **ALFRED HARTMAN**

DATED: **GLENN HARTMAN**

DATED: BRIAN BLACK

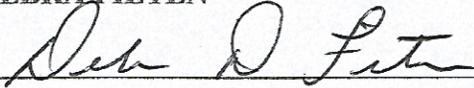
DATED: MICHAEL R. BLACK

DATED: MARLIN K. BROWN

DATED: NOELLE DIVOZZO

DATED: NANCY EARNEY

DATED: 6/15/23 DEBRA FIETEN



DATED: MOLLY H. HARPER

DATED: ALFRED HARTMAN

DATED: GLENN HARTMAN

DATED: **BRIAN BLACK**

DATED: **MICHAEL R. BLACK**

DATED: **MARLIN K. BROWN**

DATED: **NOELLE DIVOZZO**

DATED: **NANCY EARNEY**

DATED: **DEBRA FIETEN**

DATED: **MOLLY H. HARPER**

6/16/2023

Molly H. Harper

DATED: **ALFRED HARTMAN**

DATED: **GLENN HARTMAN**

DATED: **BRIAN BLACK**

DATED: **MICHAEL R. BLACK**

DATED: **MARLIN K. BROWN**

DATED: **NOELLE DIVOZZO**

DATED: **NANCY EARNEY**

DATED: **DEBRA FIETEN**

DATED: **MOLLY H. HARPER**

DATED: **ALFRED HARTMAN**

6-16-2023



DATED: **GLENN HARTMAN**

DATED: COLETTE HARTMAN

DATED: 7/7/23 SCOTT HOGAN (Murray Scott Hogan)

Pamela A. Hogan, successor in interest to Scott Hogan, deceased

DATED: MARGARET WARNER KUSKA

DATED: WILLIAM F. MARSHALL

DATED: PAMELA MASSON

DATED: JEANNE MCDONALD

DATED: KATHLEEN MCGONIGLE

DATED: DIANA PACK

DATED: JANINE MARIE REY

DATED: COLETTE HARTMAN

DATED: SCOTT HOGAN

DATED: MARGARET WARNER KUSKA
6/27/2023 *Margaret Warner Kuska*

DATED: WILLIAM F. MARSHALL

DATED: PAMELA MASSON

DATED: JEANNE MCDONALD

DATED: KATHLEEN MCGONIGLE

DATED: DIANA PACK

DATED: JANINE MARIE REY

DATED: COLETTE HARTMAN

DATED: SCOTT HOGAN

DATED: MARGARET WARNER KUSKA

DATED: WILLIAM F. MARSHALL

6/16/23

William F. Marshall

DATED: PAMELA MASSON

DATED: JEANNE MCDONALD

DATED: KATHLEEN MCGONIGLE

DATED: DIANA PACK

DATED: JANINE MARIE REY

DATED: **COLETTE HARTMAN**

DATED: **SCOTT HOGAN**

DATED: **MARGARET WARNER KUSKA**

DATED: **WILLIAM F. MARSHALL**

DATED: **PAMELA MASSON**

10/16/2023

Pamela Masson

DATED: **JEANNE MCDONALD**

DATED: **KATHLEEN MCGONIGLE**

DATED: **DIANA PACK**

DATED: **JANINE MARIE REY**

DATED: COLETTE HARTMAN

DATED: SCOTT HOGAN

DATED: MARGARET WARNER KUSKA

DATED: WILLIAM F. MARSHALL

DATED: PAMELA MASSON

DATED: 6/15/2023 JEANNE MCDONALD
Jeanne McDonald

DATED: KATHLEEN MCGONIGLE

DATED: DIANA PACK

DATED: JANINE MARIE REY

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DATED: COLETTE HARTMAN

DATED: SCOTT HOGAN

DATED: MARGARET WARNER KUSKA

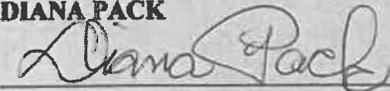
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DATED: KATHLEEN MCGONIGLE

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DATED: JANINE MARIE REY

DATED:

COLETTE HARTMAN

DATED:

SCOTT HOGAN

DATED:

MARGARET WARNER KUSKA

DATED:

WILLIAM F. MARSHALL

DATED:

PAMELA MASSON

DATED:

JEANNE MCDONALD

DATED:

KATHLEEN MCGONIGLE

DATED:

DIANA PACK

DATED: 6/27/23

JANINE MARIE REY

Janine Marie Rey

DATED:

6/14/2023

JACKALYN AND GORDON SICH I LLC



DATED:

STOLZFUS FAMILY TRUST

By: _____

Name: ALVIN AND LINDA STOLTZFUS

Title: TRUSTEES

DATED:

CLIFTON O. SIMONSON

DATED:

RICHARD WARNER

DATED:

JAMES B. WATON

DATED:

JOHN E. WATSON

DATED:

PATRICIA E. WATSON

By: _____

Name: JOHN E. WATSON

Title: ATTORNEY-INFACT

2023-06-13 Ventura C...



Done

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DATED: JACKALYN AND GORDON SICHI LLC

DATED: 6-14-2023

STOLTZFUS FAMILY TRUST

STOLTZFUS Family Trust

By: *[Signature]* *[Signature]*

Name: ALVIN AND LINDA STOLTZFUS

Title: TRUSTEES

DATED: CLIFTON O. SIMONSON

DATED: RICHARD WARNER

DATED: JAMES B. WATON

DATED: JOHN E. WATSON

DATED: PATRICIA E. WATSON

By: _____

Name: JOHN E. WATSON

Title: ATTORNEY-INFACT

- 15 -

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DATED: **JACKALYN AND GORDON SICH I LLC**

DATED: **STOLZFUS FAMILY TRUST**

By: _____

Name: ALVIN AND LINDA STOLTZFUS

Title: TRUSTEES

DATED: 18 June 2023

CLIFTON O. SIMONSON

DocuSigned by:

Clifton O. Simonson

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DATED: **RICHARD WARNER**

DATED: **JAMES B. WATON**

DATED: **JOHN E. WATSON**

DATED: **PATRICIA E. WATSON**

By: _____

Name: JOHN E. WATSON

Title: ATTORNEY-INFACT

DATED: **JACKALYN AND GORDON SICHI LLC**

DATED: **STOLZFUS FAMILY TRUST**

By: _____

Name: ALVIN AND LINDA STOLTZFUS

Title: TRUSTEES

DATED: **CLIFTON O. SIMONSON**

DATED: *June 14, 2023* **RICHARD WARNER**



DATED: **JAMES B. WATON**

DATED: **JOHN E. WATSON**

DATED: **PATRICIA E. WATSON**

By: _____

Name: JOHN E. WATSON

Title: ATTORNEY-INFACT

DATED:

JACKALYN AND GORDON SICH I LLC

DATED:

STOLZFUS FAMILY TRUST

By: _____

Name: ALVIN AND LINDA STOLTZFUS

Title: TRUSTEES

DATED:

CLIFTON O. SIMONSON

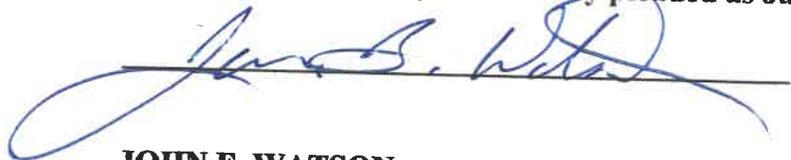
DATED:

RICHARD WARNER

DATED:

JAMES B. WATSON, erroneously pleaded as James B. Waton

June 17, 2023



DATED:

JOHN E. WATSON

DATED:

PATRICIA E. WATSON

By: _____

Name: JOHN E. WATSON

Title: ATTORNEY-INFACT

DATED: JACKALYN AND GORDON SICH I LLC

DATED: STOLZFUS FAMILY TRUST

By: _____

Name: ALVIN AND LINDA STOLTZFUS

Title: TRUSTEES

DATED: CLIFTON O. SIMONSON

DATED: RICHARD WARNER

DATED: JAMES B. WATON

DATED: *June 22, 2023* JOHN E. WATSON

John E. Watson

DATED: *June 22, 2023* PATRICIA E. WATSON

By: *John E. Watson*

Name: JOHN E. WATSON

Title: ATTORNEY-INFACT

DATED: June 22, 2023

EDMUND F. MCGONIGLE TRUST

By: John E. Watson

Name: JOHN E. WATSON

Title: TRUSTEE

DATED: June 22, 2023

JULIA F. BORCHARD TRUST

By: John E. Watson

Name: JOHN E. WATSON

Title: TRUSTEE

DATED:

RICHARD S. WATSON

DATED:

DEBORAH DUGGAN

DATED:

RICHARD DUGGAN

DATED:

THERESA RYAN

DATED:

JULIE MONRO

DATED:

MARK MONRO

DATED:

EDMUND F. MCGONIGLE TRUST

By: _____

Name: JOHN E. WATSON

Title: TRUSTEE

DATED:

JULIA F. BORCHARD TRUST

By: _____

Name: JOHN E. WATSON

Title: TRUSTEE

DATED:

6/15/23

RICHARD S. WATSON

 _____

DATED:

DEBORAH DUGGAN

DATED:

RICHARD DUGGAN

DATED:

THERESA RYAN

DATED:

JULIE MONRO

DATED:

MARK MONRO

DATED: **EDMUND F. MCGONIGLE TRUST**

By: _____

Name: JOHN E. WATSON

Title: TRUSTEE

DATED: **JULIA F. BORCHARD TRUST**

By: _____

Name: JOHN E. WATSON

Title: TRUSTEE

DATED: **RICHARD S. WATSON**

DATED: 6/20/2023

DEBORAH DUGGAN

DocuSigned by:

Deborah Duggan

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DATED: 6/14/2023

RICHARD DUGGAN

DocuSigned by:

Richard Duggan

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DATED: 6/14/2023

THERESA RYAN

DocuSigned by:

Theresa Ryan

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DATED: 06 / 23 / 2023

JULIE MONRO

Julie Monro

DATED: 06 / 23 / 2023

MARK MONRO

M. M.

DATED: 06 / 23 / 2023

PATRICIA CORTINA

Patricia Cortina

DATED: 06 / 23 / 2023

DAVID CORTINA

David Cortina

DATED: *9/3/2023*

COUNTY OF VENTURA

By:

Tiffany North

Name:

Tiffany North

Title:

County Counsel

APPROVED AS TO FORM

DATED:

MANATT, PHELPS & PHILLIPS, LLP

By:

DocuSigned by:

David T. Moran

David T. Moran, Esq.

Attorneys for Aera Energy LLC

DATED:

ALSTON & BIRD LLP

By:

Matthew C. Wickersham, Esq.

Attorneys for California Natural Resources Group
LLC, Western States Petroleum Association and Lloyd
Properties

DATED: PATRICIA CORTINA

DATED: DAVID CORTINA

DATED: J COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

DATED: MANATT, PHELPS & PHILLIPS, LLP

By: _____

David T. Moran, Esq.
Attorneys for Aera Energy LLC

DATED: ALSTON & BIRD LLP

By:  _____

Matthew C. Wickersham, Esq.
Attorneys for California Natural Resources Group
LLC, Western States Petroleum Association and Lloyd
Properties

DATED:

FERGUSON CASE ORR PATERSON LLP

By: 

Neal P. Maguire
Attorneys for Carbon California Operating
Company, LLC

DATED:

HANNA AND MORTON LLP

By: _____
Edward S. Renwick
Attorneys for National Association of Royalty
Owners-California, Inc., et al. (excluding Petitioners and
Plaintiffs Deborah Duggan, Richard Duggan, Theresa Ryan,
Julie Monro, Mark Monro, Patricia Cortina, and David
Cortina)

DATED:

FLORES RYAN, LLP

By: _____
Peter J. Ryan
Attorneys for Deborah Duggan, Richard Duggan,
and Theresa Ryan

DATED: 06 / 23 / 2023

LAW OFFICE OF ROBERT M. BASKIN

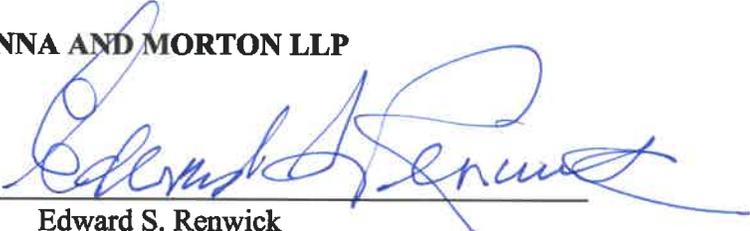
By: 

Charles L. McCutchan
Attorneys for Julie Monro, Mark Monro,
Patricia Cortina, and David Cortina

DATED: FERGUSON CASE ORR PATERSON LLP

By: _____
Neal P. Maguire
Attorneys for Carbon California Operating
Company, LLC

DATED: HANNA AND MORTON LLP

By:  _____
Edward S. Renwick
Attorneys for National Association of Royalty
Owners-California, Inc., et al. (excluding Petitioners and
Plaintiffs Deborah Duggan, Richard Duggan, Theresa Ryan,
Julie Monro, Mark Monro, Patricia Cortina, and David
Cortina)

DATED: FLORES RYAN, LLP

By: _____
Peter J. Ryan
Attorneys for Deborah Duggan, Richard Duggan,
and Theresa Ryan

DATED: LAW OFFICE OF ROBERT M. BASKIN

By: _____
Charles L. McCutchan
Attorneys for Julie Monro, Mark Monro,
Patricia Cortina, and David Cortina

DATED:

FERGUSON CASE ORR PATERSON LLP

By: _____
Neal P. Maguire
Attorneys for Carbon California Operating
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DATED:

HANNA AND MORTON LLP

By: _____
Edward S. Renwick
Attorneys for National Association of Royalty
Owners-California, Inc., et al. (excluding Petitioners and
Plaintiffs Deborah Duggan, Richard Duggan, Theresa Ryan,
Julie Monro, Mark Monro, Patricia Cortina, and David
Cortina)

DATED: June 13, 2023

FLORES RYAN, LLP

By: _____ 
Peter J. Ryan
Attorneys for Deborah Duggan, Richard Duggan,
and Theresa Ryan

DATED:

LAW OFFICE OF ROBERT M. BASKIN

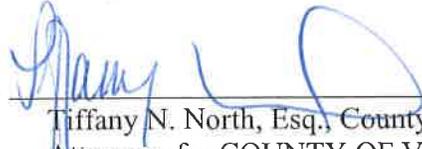
By: _____
Charles L. McCutchan
Attorneys for Julie Monro, Mark Monro,
Patricia Cortina, and David Cortina

DATED:

8/3/23

VENTURA COUNTY COUNSEL

By:



Tiffany N. North, Esq., County Counsel
Attorneys for COUNTY OF VENTURA

Exhibit A
Proposed Resolution for Implementing Clarifications

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF VENTURA**

**ADOPTING IMPLEMENTATION CLARIFICATION FOR CERTAIN POLICIES
REGARDING OIL AND GAS CONTAINED IN THE 2040 GENERAL PLAN**

WHEREAS, on January 9, 2020, the County of Ventura (“County”) released a Draft Environmental Impact Report (“DEIR”) for the 2040 General Plan Update (“2040 GPU” or “Project”) pursuant to the California Environmental Quality Act (“CEQA”). The 2040 GPU is a comprehensive update of the County’s General Plan. The 2040 General Plan identifies the goals, policies and implementation programs that will guide future decisions in the County concerning a variety of issues, including land use, climate change, agriculture, transportation, hazards, public facilities, health and safety, environmental justice, economic vitality, and resource conservation through the year 2040;

WHEREAS, on July 16, 2020, the County Planning Commission held a public hearing to consider and make recommendations to the Board of Supervisors on the 2040 GPU. The Planning Commission recommended approval of the Project to the Board of Supervisors (“Board”);

WHEREAS, on September 1, 2020, the Board held a public hearing on the Project. Written and oral comments were submitted before and at the hearing by numerous individuals and entities, including the below-stated Petitioners, that, among other things, raised objections to the Final Environmental Impact Report (“FEIR”). The Board continued the public hearing to September 15, 2020;

WHEREAS, on September 15, 2020, the Board adopted Resolution No. 20-106 certifying the FEIR for the 2040 General Plan, repealing the existing general plan except for portions constituting the 2014-2021 Housing Element, and approving and adopting the 2040 General Plan, 2040 General Plan Background Report, and all related documents regarding the 2040 General Plan Project;

WHEREAS, on September 16, 2020, the County filed a Notice of Determination for the Project with the Governor’s Office of Planning and Research, pursuant to CEQA;

WHEREAS, in October 2020, parties including Aera Energy LLC, Western States Petroleum Association, Lloyd Properties, Carbon California Operating Company LLC, the National Association of Royalty Owners, Deborah Duggan, Richard Duggan, Theresa Ryan, Julie Monro, Mark Monro, Patricia Cortina and David Cortina (“Petitioners”) filed verified petitions for writ of mandate and complaints for declaratory and injunctive relief and seeking damages in the following cases alleging, among other claims, the County’s violations of CEQA, the Brown Act, State Planning and Zoning Law, state and federal

preemption, and the unconstitutional taking of private property rights in the approval of the Project (the “Actions”):

- *Western States Petroleum Association v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546193-CU-WM-VTA
- *Carbon California Company, LLC, and Carbon California Operating Company, LLC v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546198-CU-WM-VTA
- *Aera Energy LLC v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546180-CU-WM-VTA
- *California Resources Corporation v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546189-CUWM-VTA
- *Lloyd Properties v. County of Ventura, et al.*; Ventura County Superior Court Case No. 56-2020-00546196-CU-WM-VTA
- *National Association of Royalty Owners-California, et al. v. County of Ventura*; Ventura County Superior Court Case No. 56-2021-00550558-CU-WM-VTA

WHEREAS, County disputes the allegations made in the Actions;

WHEREAS, to better understand their differences regarding the 2040 GPU and attempt to resolve the Actions, County and Petitioners engaged in settlement discussions;

WHEREAS, during these settlement discussions, County and Petitioners agreed that certain 2040 GPU policies should be clarified by providing further explanation to address Petitioners’ concerns and to ensure that they are applied and implemented by the County in a manner that is consistent with the Board’s original intent in approving the policies and the FEIR’s analysis of the policies as approved, and so that the policies are consistently applied to all land use applicants;

WHEREAS, County and Petitioners further agreed that the Board’s adoption of this resolution setting forth the County’s clarification of said policies would be the most effective means of addressing Petitioners’ concerns and ensuring the policies’ accurate application and consistent implementation in accordance with the Board’s original intent and as the policies were analyzed in the FEIR;

WHEREAS, the adoption of this resolution does not change or amend the language or meaning of the 2040 GPU as approved and analyzed in the FEIR, and any change to the language of the 2040 GPU policies would require an amendment to the County’s General Plan in accordance with state law;

WHEREAS, the adoption of this resolution does not preclude the County from adopting, amending or removing any 2040 GPU policy or program, including those addressed herein, in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following clarifications of the 2040 GPU policies set forth below:

Section 1.

A. 2040 GPU Policy:

COS-7.4 Electrically-Powered Equipment for Oil and Gas Exploration and Production

The County shall require discretionary development for oil and gas exploration and production to use electrically-powered equipment from 100 percent renewable sources and cogeneration, where feasible, to reduce air pollution and greenhouse gas emissions from internal combustion engines and equipment.

B. County Clarification:

As used in the policy, “where feasible” applies to the policy as a whole.

Section 2.

A. 2040 GPU Policies:

COS-7.2 Oil Well Distance Criteria

The County shall require new discretionary oil wells to be located a minimum of 1,500 feet from residential dwellings and 2,500 from any school.

COS-7.7 Conveyance for Oil and Produced Water

The County shall require new discretionary oil wells to use pipelines to convey oil and produced water; oil and produced water shall not be trucked.

COS-7.8 Gas Collection, Use, and Disposal

The County shall require that gases emitted from all new discretionary oil and gas wells shall be collected and used or removed for sale or proper disposal. Flaring or venting shall only be allowed in cases of emergency or for testing purposes.

B. County Clarification:

The meaning of the phrases “new discretionary oil wells” and “new discretionary oil and gas wells” (referred to as “new discretionary wells”) under Policies COS-7.2, COS-7.7 and COS-7.8 are clarified as follows:

- (1) The application of these policies is to be interpreted according to their plain meaning, as applying to new discretionary wells. As specified below, that means the policies apply to development only if (i) that development is a well, (ii) the well is new, and (iii) the new well is subject to a discretionary approval action by the County. This clarification equally applies to Policies COS-7.7 and COS-7.8 if these policies are amended to the form set forth in the FEIR as Mitigation Measures PR-2 and PR-3, respectively.
 - (i) The policies apply only to wells, and do not apply to ancillary facilities or activities, or to facilities other than wells.
 - (ii) The policies apply only to new wells. New wells are newly drilled wells separate from any existing well. New wells do not include the modification of permit terms applicable to existing wells. New wells do not include a re-drill or sidetrack of an existing well. New wells do not include downhole activities (including activities generally subject to state jurisdiction by CalGEM) such as tubing changes, pump or other equipment changes, or changes in the status of the existing well. The re-use of an existing but abandoned well using a surface borehole in the same location is not a new well.
 - (iii) The policies apply to new wells that require a discretionary permit approval from the County. Approvals that are ministerial under the terms of existing permits or under the applicable provisions of the Ventura County Coastal Zoning Ordinance or Non-Coastal Zoning Ordinance, as applicable to the development (“County Zoning Ordinance”) are not discretionary approvals.

Section 3.

A. 2040 GPU Policy:

COS-7.2 Oil Well Distance Criteria

The County shall require new discretionary oil wells to be located a minimum of 1,500 feet from residential dwellings and 2,500 from any school.

B. County Clarification:

- (1) Based upon the wording of this policy as applying to dwellings and schools, and upon the applicable provisions of the County Zoning Ordinance, this policy shall be applied to residential dwellings based on the distance from the well head to the structure comprising the closest residential dwelling unit.

This policy shall be applied to schools based on the distance from the well head to the closest school facilities.

- (2) Thomas Aquinas College is not a “school” for the purpose of this policy, as stated in the FEIR and based on the definition of “school” in the County Zoning Ordinance.

NOW, THEREFORE, BE IT FURTHER RESOLVED that County staff shall interpret and implement the foregoing 2040 GPU policies in accordance with the above-stated clarifications.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board makes the following findings with respect to the above-stated clarifications:

- A. The above-stated clarifications are based on, derive from, and are consistent with the express language of the 2040 GPU policies. The policies and programs in the 2040 GPU are internally consistent. For the same reasons, the above-stated clarifications are consistent with the 2040 GPU as a whole.
- B. The above-stated clarifications implement and do not change the text of the applicable 2040 GPU policies. There is therefore no environmental impact that is different from those impacts evaluated in the FEIR for the 2040 GPU. The approval of the above-stated clarifications does not result in any new or increased significant environmental impacts requiring further evaluation or analysis under CEQA. The impacts of the 2040 GPU were fully evaluated in the FEIR and no further CEQA document is required in connection with the adoption of the above-stated clarifications.

On motion of Supervisor _____, seconded by Supervisor _____, the Board adopted this resolution on the 23th day of May, 2023.

 Matt LaVere
 Chair, Board of Supervisors
 County of Ventura

ATTEST:

Dr. Sevet Johnson
 Clerk of the Board of Supervisors
 County of Ventura, State of California.

By: _____
Deputy Clerk of the Board

Exhibit B
[Proposed] Order to Facilitate Settlement

RECEIVED

VENTURA SUPERIOR COURT

07/14/23

VENTURA SUPERIOR COURT

FILED

07/27/2023

Brenda L. McCormick
Executive Officer and Clerk

Brenda L. McCormick
Cristal Alvarez

1 COX, CASTLE & NICHOLSON LLP
2 Michael H. Zischke (Bar No. 105053)
3 Email: mzischke@coxcastle.com
4 Lisa M. Patricio (Bar No. 217549)
5 Email: lpatricio@coxcastle.com
6 Amy Y. Foo (Bar No. 323004)
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8 50 California Street, Suite 3200
9 San Francisco, California 94111-4710
10 Telephone: (415) 262-5100
11 Facsimile: (415) 262-5199

12 Tiffany N. North (Bar No. 228068)
13 County Counsel, County of Ventura
14 Jeffrey E. Barnes (Bar No. 212154)
15 Email: jeffrey.barnes@ventura.org
16 Chief Assistant County Counsel
17 Ventura County Counsel's Office
18 800 S Victoria Avenue
19 Ventura, California 93009
20 Telephone: (805) 654-5188
21 Facsimile: (805) 654-2185

22 Attorneys for Respondents and Defendants
23 COUNTY OF VENTURA and
24 COUNTY OF VENTURA BOARD OF
25 SUPERVISORS

**(EXEMPT FROM FILING
FEES [Gov. Code, § 61031].)**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

18 AERA ENERGY LLC,
19 a California limited liability company,
20
21 Petitioner and Plaintiff,

22 vs.

23 COUNTY OF VENTURA, a municipal
24 corporation, and the COUNTY OF VENTURA
25 BOARD OF SUPERVISORS, and
26 DOES 1 through 25, inclusive,
27
28 Respondents and Defendants.

Case No. 56-2020-00546180-CU-WM-VTA

(Related To Case Nos. 56-2020-00546189-CU-
WM-VTA; 56-2020-00546193-CU-WM-VTA;
56-2020-00546196-CU-WM-VTA;
56-2020-00546198-CU-WM-VTA;
56-2021-00550558-CU-WM-VTA)

CEQA CASE

**[PROPOSED] ORDER TO
FACILITATE SETTLEMENT**

Location: Dept. 20
Judge: Hon. Matthew P. Guasco
Case Filed: October 15, 2020
Trial Date: None Set

Ventura Superior Court Accepted through eDelivery submitted 08-14-2023 at 09:26:44 AM

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ORDER TO FACILITATE SETTLEMENT AGREEMENT

The County of Ventura (the “County”) and Petitioners Aera Energy LLC, California Natural Resources Group LLC, Western States Petroleum Association, Lloyd Properties, Carbon California Operating Company LLC, the National Association of Royalty Owners, Deborah Duggan, Richard Duggan, Theresa Ryan, Julie Monro, Mark Monro, Patricia Cortina and David Cortina, on the one hand (collectively, the “Petitioners”) have reached settlement in this matter.

This matter is before the Court on the parties’ joint motion to seek this Court’s facilitation of the parties’ Settlement Agreement and Release. On July 12, 2023, the Court held a hearing on the Motion. Appearances are set forth on the record of the hearing. After due consideration of the Motion and finding notice of the Motion was proper and good cause for granting the Motion, the Court hereby ORDERS:

1. The Motion is GRANTED.

2. Section 3(b) of that certain Settlement Agreement and Release, attached to the parties’ July 10 joint status report to this court, is approved. If the County approves the Implementing Clarifications and General Plan Amendments, as those terms are defined in the Settlement Agreement and Release, and a third-party legal action is commenced challenging such approval which results in the Implementing Clarifications and/or General Plan Amendments being set aside and/or substantially and materially modified by the County in response to such third-party legal action, Petitioners shall have the option to resurrect the claims in these related Actions in the manner described in the Settlement Agreement and Release. Such a resurrection of claims may be accomplished by any one or more Petitioners by refileing their complaint or petition for writ of mandate as a new action within 90 days of either: (i) the County final action on the Implementing Clarifications or the General Plan Amendments, whichever occurs later; or (2) a final court judgment and expiration of any applicable appeal period without the filing of an appeal.¹

3. The intervening parties in *Aera Energy LLC v. County of Ventura* (Case No. 56-2020-00546180) Climate First: Replacing Oil & Gas, Voices In Solidarity Against Oil In

¹ As further described in the Settlement Agreement and Release, pursuant to a tolling agreement between the County and Petitioners, any statute of limitations or other time bar shall be tolled until 90 days following the events described above.

1 Neighborhoods, and Sierra Club (Intervenors), are not parties to the Settlement Agreement and
2 Release or to any tolling agreement between Petitioners and the County. Intervenors' rights are
3 reserved.

4 IT IS SO ORDERED.

5
6 Dated: 07/21/2023, 2023



7 THE HONORABLE MATTHEW P.
8 GUASCO
9 Judge of the Ventura County Superior Court

Ventura Superior Court Accepted through eDelivery submitted 08-14-2023 at 09:26:44 AM

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PROOF OF SERVICE AND CERTIFICATION
Aera Energy LLC, et al. v. County of Ventura, et al.
Ventura County Superior Court Case No. 56-2020-00546180-CU-WM-VTA

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 50 California Street, Suite 3200, San Francisco, California 94111. My email address is mroque@coxcastle.com.

On July 13, 2023, I served the foregoing documents described as:

[PROPOSED] ORDER TO FACILITATE SETTLEMENT

in this action to be sent to the persons at the electronic address listed below.

PLEASE SEE ATTACHED SERVICE LIST

On the above date:

<input checked="" type="checkbox"/>	<u>BY E-MAIL OR ELECTRONIC TRANSMISSION:</u> I served the above-referenced document by electronic mail to the e-mail address of the addressees pursuant to Rule 2.251 of the California Rules of Court. The transmission was complete and without error and I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
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I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 13, 2023, at San Francisco, California.



 Maristella Roque

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SERVICE LIST
Aera Energy LLC, et al. v. County of Ventura, et al.
Ventura County Superior Court Case No. 56-2020-00546180-CU-WM-VTA

<p><u>Attorneys for Petitioners and Plaintiffs Deborah Duggan, Richard Duggan and Theresa Ryan</u> Peter J. Ryan / Aaron J. Flores Nannette Schneider Flores Ryan, LLP 115 W. California Boulevard, Suite 9010 Pasadena, California 91105 <i>Telephone: 626-514-0950</i> <i>E-mail: ryan@floresryan.com</i> <i> flores@floresryan.com</i> <i> schneider@floresryan.com</i></p>	<p><u>Attorneys for Petitioner and Plaintiff Aera Energy LLC</u> Craig A. Moyer / George M. Soneff Sigrid R. Waggener / David T. Moran Jennifer J. Lynch Manatt, Phelps & Phillips, LLP 2049 Century Park East, Suite 1700 Los Angeles, California 90067 <i>Telephone: 310-312-4000</i> <i>E-mail: cmoyer@manatt.com</i> <i> gsoneff@manatt.com</i> <i> swaggener@manatt.com</i> <i> dmoran@manatt.com</i> <i> jlynch@manatt.com</i></p>
<p><u>Attorneys for Petitioners and Plaintiffs California Works Labor-Management Cooperation Trust</u> Tanya A. Gulesserian Christina M. Caro Andrew J. Graf Adams Broadwell Joseph & Cardozo 601 Gateway Boulevard, Suite 1000 South San Francisco, California 94080 <i>Telephone: 650-589-1660</i> <i>E-mail: tgulesserian@adamsbroadwell.com</i> <i> ccaro@adamsbroadwell.com</i> <i> agraf@adamsbroadwell.com</i></p>	<p><u>Attorneys for Petitioner and Plaintiff California Natural Resources Group LLC</u> Jeffrey D. Dintzer Matthew C. Wickersham Gregory S. Berlin Gina M. Angiolillo Alston & Bird LLP 333 South Hope Street, 16th Floor Los Angeles, California 90071 <i>Telephone: 213-576-1000</i> <i>E-mail: jeffrey.dintzer@alston.com</i> <i> matt.wickersham@alston.com</i> <i> greg.berlin@alston.com</i> <i> gina.angiolillo@alston.com</i></p>
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<p>Attorneys for Petitioners <u>Carbon California Company, LLC;</u> <u>Carbon California Operating Company, LLC</u> Neal P. Maguire Ferguson Case Orr Paterson LLP 1050 South Kimball Road Ventura, California 93004 <i>Telephone: 805-659-6800</i> <i>E-mail: nmaguire@fcoplaw.com</i></p>	<p>Attorneys for Petitioners and Plaintiffs National Association of Royalty Owners- California, Inc., et al. (excluding Petitioners and Plaintiffs Deborah Duggan, Richard Duggan, Theresa Ryan, Julie Monroe, Mark <u>Monroe, Patricia Cortina and David Cortina)</u> Edward S. Renwick Hanna and Morton LLP 444 South Flower Street, Suite 2530 Los Angeles, California 90071 <i>Telephone: 213-628-7131</i> <i>E-mail: erenwick@hanmor.com</i></p>
<p>Attorneys for Petitioners and Plaintiffs <u>Julie Monro, Mark Monro, Patricia</u> <u>Contina, and David Cortina</u> Robert M. Baskin Charles L. McCutchan Law Office of Robert M. Baskin 1849 Knoll Drive Ventura, California 93003 <i>Telephone: 213-658-1000</i> <i>E-mail: charles@baskinlawoffice.com</i></p>	<p>Attorneys for Intervenors (in Aera Case No. 56-2020-00546180 only) <u>Climate First: Replacing Oil & Gas,</u> <u>Voices in Solidarity Against Oil in</u> <u>Neighborhoods, and Sierra Club</u> Matthew M. Werdegar / Christine M. Zaleski Catherine C. Porto Kecker, Van Nest & Peters LLP 633 Battery Street San Francisco, California 94111 <i>Telephone: 415-391-5400</i> <i>E-mail: mwerdegar@kecker.com</i> <i>czaleski@kecker.com</i> <i>cporto@kecker.com</i></p>
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<p>Superior Court of California Ventura County Honorable Matthew P. Guasco, Dept. 20 800 South Victoria Avenue Ventura, California 93009 <i>E-mail: Courtroom20@ventura.courts.ca.gov</i> <i>(courtesy copy via e-mail only)</i></p>	

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PROOF OF SERVICE
Carbon California Company LLC, et al. v. County of Ventura, et al.
Ventura County Case No. 56-2020-00546198-CU-WM-VTA

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 50 California Street, Suite 3200, San Francisco, California 94111. My email address is mroque@coxcastle.com.

On August 11, 2023, I served the foregoing documents described as:

NOTICE OF ENTRY OF ORDER RE: ORDER TO FACILITATE SETTLEMENT

in this action to be sent to the persons at the electronic address listed below.

PLEASE SEE ATTACHED SERVICE LIST

On the above date:

<input checked="" type="checkbox"/>	<u>BY E-MAIL OR ELECTRONIC TRANSMISSION:</u> I served the above-referenced document by electronic mail to the e-mail address of the addressees pursuant to Rule 2.251 of the California Rules of Court. The transmission was complete and without error and I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
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I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 11, 2023, at San Francisco, California.



Maristella Roque

SERVICE LIST

Carbon California Company LLC, et al. v. County of Ventura, et al.
Ventura County Case No. 56-2020-00546198-CU-WM-VTA

<p><u>Attorneys for Petitioners and Plaintiffs Deborah Duggan, Richard Duggan and Theresa Ryan</u> Peter J. Ryan / Aaron J. Flores Nannette Schneider Flores Ryan, LLP 115 W. California Boulevard, Suite 9010 Pasadena, California 91105 <i>Telephone: 626-514-0950</i> <i>E-mail: ryan@floresryan.com</i> <i>flores@floresryan.com</i> <i>schneider@floresryan.com</i></p>	<p><u>Attorneys for Petitioner and Plaintiff Aera Energy LLC</u> Craig A. Moyer / George M. Soneff Sigrid R. Waggener / David T. Moran Jennifer J. Lynch Manatt, Phelps & Phillips, LLP 2049 Century Park East, Suite 1700 Los Angeles, California 90067 <i>Telephone: 310-312-4000</i> <i>E-mail: cmoyer@manatt.com</i> <i>gsoneff@manatt.com</i> <i>swaggener@manatt.com</i> <i>dmoran@manatt.com</i> <i>jlynch@manatt.com</i></p>
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Ventura Superior Court Accepted through eDelivery submitted 08-14-2023 at 09:26:44 AM

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