

**SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN THE
COUNTY OF SONOMA AND THE LYTTON RANCHERIA OF CALIFORNIA**

WHEREAS, the County of Sonoma (“County”) and the Lytton Rancheria of California (“Tribe”) (collectively the “Parties”) entered into the Memorandum of Agreement Between the County of Sonoma and the Lytton Rancheria of California regarding Fee to Trust Lands dated March 10, 2015 (the “Agreement”);

WHEREAS, the purpose of the Agreement was to address potential impacts to the County of any present and future trust land acquisitions by the federal government for the benefit of the Tribe, while at the same time allowing the Tribe to reestablish its homeland and exercise its authority as a sovereign government, and to establish mutually beneficial government-to-government relations;

WHEREAS, in 2007, the Tribe applied to the Department of the Interior’s Bureau of Indian Affairs (“BIA”) to have 124 acres taken into trust for a proposed residential development project and prepared an Environmental Assessment (“EA”) for the project that was circulated by the BIA. On June 5, 2012, the BIA issued a Finding of No Significant Impact (“FONSI”) for the project. The Agreement incorporated mitigation measures from the EA to address potential off-reservation impacts and which would not otherwise be effectively enforceable by the County;

WHEREAS, on August 7, 2018, the Parties entered into the first Amendment to Memorandum of Agreement Between the County of Sonoma and the Lytton Rancheria of California (“First Amendment to the Agreement”) under which the County agreed to support the Lytton Rancheria Homelands Act of 2017 to place 500 acres of land into trust for the benefit of the Tribe and the Tribe agreed to a permanent prohibition on engaging in gaming or gaming activities within Sonoma County. The Lytton Rancheria Homelands Act was enacted into law and the land was taken into trust, which meant the County no longer had jurisdiction over land use, taxation, and other civil regulatory matters;

WHEREAS, the Agreement allows the Tribe to build a phase one housing development project with community centers on certain parcels south of Windsor River Road and allows development of a second phase housing development project on certain parcels north of Windsor River Road. The phase one housing development project has been constructed. As part of phase two, the Tribe desires to amend the Agreement to build 35 townhomes and an additional 70,000 sq. ft. of tribal community building space on a parcel adjacent to the phase one housing development project listed as a possible site for winery and resort development;

WHEREAS, the 35 townhomes and tribal community buildings will use the same ingress and egress, utility infrastructure, and other development infrastructure as the phase one housing development project. The Tribe submitted a biological resource assessment to the County. Upon review of the documents provided, the County has determined that the environmental impacts of the townhome and tribal community buildings development are within the scope of what was studied in the EA and by applying the mitigation measures from the EA and the Agreement, that no additional mitigations are required to address off-reservation impacts;

WHEREAS, in March 2024, the Tribe applied to the BIA to have an additional approximately 112 acres taken into trust by the federal government for the benefit of the Tribe, including parcel numbers

066-220-035, 066-191-023, 066-200-012, 066-200-013, 066-200-014, 066-200-004, 066-300-043, 066-200-027, 066-300-037, 066-200-021, 066-200-022, 066-200-030, and 066-200-032. Said parcels are now held in trust for the Tribe by the United States of America with recording in Sonoma County on April 21, 2025. All parcels are included in Exhibit C to the Agreement except for parcel number 066-220-035. The Parties wish to amend the Agreement to include this parcel within Exhibit C to establish processes for government-to-government relations related to potential future development;

WHEREAS, in Fall 2025 the County completed the first assessed market valuation under Section VII, subsection 7.5.1 of the Agreement since the construction of the Phase 1 housing development project. The Parties wish to amend the Agreement to exclude tribal government and community buildings and facilities from the assessed market valuation and mitigation payment under subsection 7.5.1, but otherwise agree to the manner in which the assessed market valuation was completed;

WHEREAS, SB 507 (Limón) effective January 1, 2026, authorizes a local government to enter into a voluntary agreement with a tribe to allow tribal housing development projects to count toward the locality's share of the regional housing needs allocation (RHNA). The County meeting its RHNA is important to providing much needed housing, maintaining a compliant Housing Element, and remaining eligible for funding for transportation, housing, and land use planning efforts that benefit all County residents;

THEREFORE, the Parties agree to amend the Agreement, effective as of the date of the last signature below, as follows:

1. Section IV, subsection 4.2.2 of the Agreement is replaced with the following:

The Tribe shall be allowed, consistent with the Town of Windsor General Plan, to change the use of parcel numbers, 066-050-040, 066-050-047, 066-191-007, 066040-008 and 066-040-001 listed in Exhibit B and currently within the Town of Windsor Urban Growth Boundary (UGB) to construct up to 214 units of residential housing and Tribal community buildings not to exceed 60,000 sq. ft. The Tribe shall be allowed to construct up to 35 units of residential housing and 70,000 sq. ft. of tribal community building space on parcel number 066-90-027 listed in Exhibit B, provided the number of units allowed on the urban growth boundary parcels is reduced by the number constructed. The Tribe will conduct an environmental analysis and comply with NEPA Guidelines for the project. The Parties recognize that use of the residential units is for Tribal members and their families. The residential units will not be available for rent or lease to the general public except that a limited number of units may be leased or rented to Tribal employees. These rentals or leases shall not exceed 10% (10 percent) of the 214 residential units planned or constructed.

2. Exhibit B to the Agreement is amended to add a new parcel designation:

Construction of 35 units of residential housing and 70,000 sq. ft. of tribal community building space
Parcel Number
066-290-027

3. Exhibit C-1 is amended to include parcel number 066-220-035 and Exhibit C is amended to add the following description for parcel number 066-220-035:

Tract One

Lot 1, as shown upon the map entitled Parcel Map number 86-209, filed in the office of the County Recorder of Sonoma on October 9, 1987, in Book 405 of Maps, at Page(s) 40, 41, and 42 Sonoma County Records.

APN: 066-220-035-000.

4. Section VII, subsection 7.5.3 is added as follows:

7.5.3. The assessed market valuation shall not include current or future tribal offices, community or recreation centers, water or wastewater treatment facilities, or solar arrays, so long as such buildings and facilities are used for Tribal governmental purposes or community purposes in connection with the Residential Development Project.

5. The Parties agree to work in good faith to negotiate an agreement under SB 507 to allow all eligible units on the Tribe's trust land in Sonoma County to count toward the County's RHNA for Housing Element Cycle 2023-2031. The Parties agree to work together with the California Department of Housing and Community Development (HCD) to provide all necessary supporting documentation to effectuate the agreement.

6. All other provisions of the Agreement and the First Amendment to the Agreement remain in effect and unchanged.

7. Counterpart; Electronic Signatures. The parties agree that this Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Amendment, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Amendment by electronic means.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties execute and enter into this Second Amendment to the Agreement with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

LYTTON RANCHERIA OF CALIFORNIA

Date: _____

Andy Mejia, Tribal Chairperson

APPROVED AS TO FORM
LEGAL COUNSEL FOR THE TRIBE

Date: _____

By: _____
Larry Stidham, Esq.

COUNTY OF SONOMA

Date: _____

Rebecca Hermosillo, Chair, Board of Supervisors

APPROVED AS TO FORM BY
JOSHUA A. MYERS, COUNTY COUNSEL

Date: _____

By: _____
Jennifer C. Klein, Chief Deputy County Counsel
Office of Sonoma County Counsel