

ESA LETTER - CALIFORNIA STANDARD FORM

To Whom It May Concern:

This letter is to certify that the undersigned individual(s) are the lawful owner(s) of the property described herein, and hereby authorize the examination and evaluation necessary for compliance with the California Environmental Quality Act (CEQA) requirements related to Endangered Species Act (ESA) considerations. This letter serves as an official statement of ownership and intent in accordance with applicable California and United States federal laws.

Owner Information:

Full Legal Name: _____
Mailing Address: _____
Phone Number: _____
Email Address: _____

Property Description:

Assessor's Parcel Number(s) (APN): _____
Property Address or Location Description: _____
Legal Description (if applicable): _____

Clause 1 – Ownership and Authorization

The undersigned certifies that they are the lawful owner(s) of the referenced property or have been duly authorized by the lawful owner(s) to act on their behalf regarding Endangered Species Act compliance matters.

Clause 2 – ESA Compliance Purpose

This letter is provided solely for the purpose of facilitating ESA-related environmental review and compliance under the California Environmental Quality Act (CEQA). It is not intended to convey any interest in real property beyond what is expressly stated herein.

Clause 3 – Representations and Warranties

The undersigned represents and warrants that all information provided herein is true, accurate, and complete to the best of their knowledge. No material facts have been omitted that would affect the conclusions drawn under ESA compliance.

Clause 4 – No Waiver of Rights

Nothing contained herein shall be construed as a waiver or relinquishment of any legal rights or remedies available under federal, state, or local law, including but not limited to rights under the Endangered Species Act or California Fish and Game Code.

Clause 5 – Indemnification

The undersigned agrees to indemnify, defend, and hold harmless the lead agency, its officers, agents, and employees from any claims, damages, liabilities, or expenses arising out of any misrepresentation or breach of this certification.

Clause 6 – Governing Law and Venue

This letter and any interpretation thereof shall be governed by and construed in accordance with the laws of the State of

California and the United States of America. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in California.

Clause 7 – Severability

If any provision of this letter is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Clause 8 – Entire Agreement

This letter represents the entire agreement between the undersigned and any recipient related to the subject matter herein and supersedes all prior communications and understandings.

Clause 9 – Execution and Counterparts

This letter may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

OWNER'S SIGNATURE

WITNESS SIGNATURE

Signature: _____

Signature: _____

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