

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )

Recorded: 9/29/05  
Doc # 2005-144636

State of California )  
Wildlife Conservation Board )  
1807 13<sup>th</sup> Street, Suite 103 )  
Sacramento, CA 95814 )

Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT DEED**

THIS CONSERVATION EASEMENT DEED is made this 22<sup>nd</sup> day of September, 2005, by County of Sonoma ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Game, a subdivision of the California Resources Agency, with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately 190 acres, located in the County of Sonoma, State of California, portions of designated Assessor's Parcel Numbers 068-060-057, 068-070-004, and 068-070-005, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

B. The Property possesses, or will possess in the future, wildlife and habitat values (collectively, "conservation values") of great importance to Grantee and the people of the State of California;

C. The Property provides, or will provide upon completion of the activities to be undertaken in the "Restoration and Management Plan for Tolay Lake" referred to in (F) below, high quality wetland and aquatic habitats in the form of a large seasonal lake that supports the following species: California red-legged frogs; western pond turtles, a wide variety of waterfowl and water birds including Canada geese, mallards, cinnamon teal, shovelers, greater scaup, bufflehead, and greater yellowlegs; and raptorial birds including marsh harriers, golden eagles, and white-tailed kites.

D. The Department of Fish and Game has jurisdiction, pursuant to Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and the Department of Fish and Game is authorized to hold easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

CONFIRMED COPY

**E. The Sonoma County Agricultural Preservation and Open Space District (SCAPOS), will be acquiring the larger Cardoza Ranch property in part, with funds provided by the Department of Fish and Game and the Wildlife Conservation Board for the purposes of protecting its natural and historic open space values and providing for recreational use compatible with those open space values.**

**F. As a condition of grant contributions to SCAPOS for the acquisition, SCAPOS has agreed to provide this easement to the Department of Fish and Game, and to prepare a Restoration and Management Plan for Tolay Lake (Plan). The purpose of the Plan will be to restore Tolay Lake to a seasonal, shallow water lake whose function is primarily to benefit wildlife. Only wildlife-compatible recreational uses, approved by the Department of Fish and Game will be allowed within the area of the easement. The preparation and implementation of the Plan will be coordinated with and approved by the Department of Fish and Game. The Plan will describe enhancement measures needed to restore the hydrologic and wildlife functions of the lake and identify wildlife-compatible recreational uses of the lake.**

## COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815, *et seq.*, hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. **Purposes.** The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities that are consistent with those purposes, including, without limitation, those involving the preservation, restoration and enhancement of native species and their habitats.

2. **Grantee's Rights.** To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act of Grantor, or any use allowed by Grantor that is inconsistent with the purposes of this Conservation Easement;
- (d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property; and
- (e) All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties, are expressly prohibited:

(a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; or weed abatement activities; unless the aforementioned uses are part of the Department of Fish and Game approved Plan; incompatible fire protection activities (for the purposes of this agreement, water use for fire fighting is not incompatible); and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Grazing, unless it is part of the Department of Fish and Game approved Plan, or other agricultural activity of any kind;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except as may be specifically permitted as part of the Department of Fish and Game approved Plan under this Conservation Easement;

(e) Commercial or industrial uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property;

(g) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind unless it is part of the Department of Fish and Game approved Plan;

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property. Excavation and or recontouring of the lake bed may be allowed as part of the approved Plan to enhance wildlife values;

(k) Altering the surface or general topography of the Property, including building of roads unless it is part of the Department of Fish and Game approved Plan;

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required (1) by law for fire breaks, (2) for maintenance of existing foot trails or

roads, or (3) for prevention or treatment of disease or as provided for in the approved Plan; and

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, unless it is part of the Department of Fish and Game approved Plan to restore the historic Tolay Lake or the streams onsite; and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. **Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

5. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement. Notwithstanding anything stated to the contrary herein, Grantor also reserves the right to lease the property for agricultural purposes. The term of the lease shall be limited to the term of the Agricultural Lease dated as of the recordation date of this document unless extended with the prior written approval of Grantee. Agricultural use may include activities necessary and associated with the harvesting of various crops, for example use of harvesting equipment or machinery, use of agricultural chemicals (in accordance with all applicable laws and regulations), and use of vehicles off roadways for agricultural purposes.

6. **Grantee's Remedies.** If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within thirty (30) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee reasonably determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee

may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

6.2. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

7. Fence Installation and Maintenance. Grantor shall install and maintain a fence reasonably satisfactory to Grantee around the Conservation Easement area to protect the conservation values of the Property, including but not limited to wildlife corridors if required as part of the approved management plan for the easement area.

8. Access. This Conservation Easement does not convey a general right of access to the public.

9. Costs and Liabilities.

9.1. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement Deed, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

9.2. Indemnities.

(a) GRANTOR'S Indemnity. Grantor shall hold harmless, indemnify, and defend Grantee, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of Grantee (it being the intent of this provision to limit Grantor's indemnity to the proportionate part of Grantee's damage, liability, claim or expense for which Grantor is responsible); and the obligations specified in Section 9.1. In the event of any claim, demand, or legal complaint against Grantee, the right to the indemnification provided by this Section 9.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to Grantee's written notice of such claim, demand, or legal complaint to Grantor, unless Grantor has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by Grantor, which approval shall not be unreasonably withheld.

(b) GRANTEE'S Indemnity. To the extent authorized by Government Code Section 14662.5, Grantee shall hold harmless, indemnify, and defend Grantor, its heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act of Grantee on or about the Property except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of Grantor (it being the intent of this provision to limit Grantee's indemnity to the proportionate part of Grantor's damage, liability, claim or expense for which the act of Grantee is responsible). In the event of any claim, demand, or legal complaint against Grantor, the right to the indemnification provided by this Section 9.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to Grantor's written notice of such claim, demand, or legal complaint to Grantee,

unless Grantor has acquired knowledge of the matter by other means.

9.3. Attorney's Fees. The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other Party.

9.4. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

9.5. Condemnation. This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided in Fish and Game Code Section 1348.3.

10. Transfer of Easement. This Conservation Easement is transferable by Grantee, but Grantee may assign this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located.

11. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

12. Anti-Deficiency. Nothing in this Conservation Easement shall be interpreted as a commitment or requirement that Grantee obligate or pay funds unless sufficient funds are made available to Grantee by appropriation for the purpose of this Conservation Easement.

13. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: County of Sonoma  
Director of Regional Parks  
2300 County Center Drive, Suite 120A  
Santa Rosa, CA 95403

General Manager  
Sonoma County Agricultural Preservation  
and Open Space District  
747 Mendocino Avenue, Suite 100  
Santa Rosa, CA 95401

To Grantee: Department of Fish and Game  
Central Coast Region  
P.O. Box 47  
Yountville, CA 94599  
Attn: Regional Manager

With a copy to: Department of Fish and Game  
Office of the General Counsel  
1416 Ninth Street, 12th Floor  
Sacramento, CA 95814-2090  
Attn: General Counsel

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

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

15. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

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

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

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 13.

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

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

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

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

(i) **No Hazardous Materials Liability.** Except as disclosed in that certain Phase I Environmental Site Assessment dated February 2004, Report of Investigation dated September 2004 and Seller's Disclosures under that certain Option and Purchase Agreement, dated April 20, 2004, all of which have been provided to Grantee, Grantor represents and warrants to the best of its knowledge, that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on,

under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 9.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless Grantee (defined in Section 9.2) from and against any and all claims (defined in Section 9.2) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. This release and indemnification includes, without limitation, claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against Grantee by reason of any such claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to Grantee or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement Deed, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(1) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "CERCLA"); or

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*;

hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement Deed.

The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) which have not been expressly subordinated to this Conservation Easement Deed, and that the Property is not subject to any other conservation easement.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement Deed), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 14(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 11.

(l) Recording. Grantee shall record this Conservation Easement Deed in the Official Records of Sonoma County, California, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed  
the day and year first above written.

GRANTOR:

GRANTEE:

COUNTY OF SONOMA

STATE OF CALIFORNIA  
WILDLIFE CONSERVATION BOARD

BY: Mary E. Burns

BY: Al Wright

NAME: Mary E. Burns

NAME: Al Wright

TITLE: Director, Regional Parks

TITLE: Executive Director

DATE: 9/22/05

DATE: 9/23/05

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

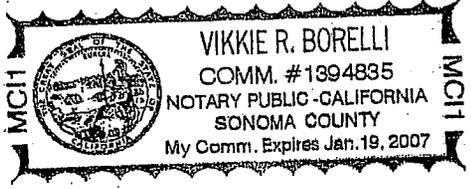
State of California }  
County of Sonoma } ss.

On September 22, 2005 before me, Vikki Borelli, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mary E. Burns  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Vikki Borelli  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

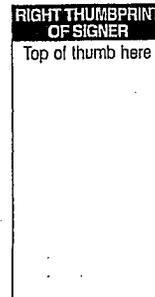
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Sacramento

} SS.

On 9-23-05  
(DATE)

before me, Terrri L. Muzik, Notary Public  
(NOTARY)

personally appeared Al Wright

SIGNER(S)

personally known to me - OR -

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



WITNESS my hand and official seal.

Terrri L. Muzik

NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

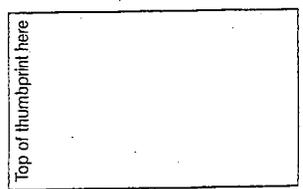
\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
OTHER

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF  
SIGNER



## LAKEBED CONSERVATION EASEMENT EXHIBIT "A" LEGAL DESCRIPTION

Being a portion of the lands of Marvin G. Cardoza and Rita Cardoza, his wife as Joint Tenants as described in Parcel One of the Grant Deed recorded as Document No. 1982-0428360 of Official Records, Sonoma County Records and further being a portion of Lot 3 of Parcel Map No. 7704 as filed in Book 336 of Maps, at Pages 33-34, Sonoma County Records, also being a portion of the lands of Vera C. Cardoza, as Trustee of the Vera C. Cardoza Trust; the lands of John S. Cardoza, Jr. and Mary L. Cardoza Trust; Edward J. Cardoza and Cathleen L. Cardoza; Vera C. Cardoza, as Trustee under the Will of George S. Cardoza, deceased; and Marvin Cardoza and Rita Cardoza as described those deeds recorded as Document No. 1992-0077601, Book 3661 of Official Records, at Page 352, Document No. 1994-0045629, 1990-0125314, and 1986-006811 all of Official Records, Sonoma County Records, and being more particularly described as follows:

Commencing at a ½" iron pipe with illegible plastic plug marking the most easterly corner of Lot 4 of the aforementioned Parcel Map No. 7704; thence along the southerly line of said Lot 4 South 40 degrees 42 minutes 39 seconds West, 1094.40 feet (Map, South 40 degrees 21 minutes 59 seconds West, 1094.54 feet) to the southerly corner of Lot 3 and 4 of said Parcel Map from which a 1" iron pipe with brass cap stamped "RP25" bears North 45 degrees 53 minutes 37 seconds West, 5.00 feet (Map, North 46 degrees 14 minutes 16 seconds West); thence along the southerly line of Lot 3 of said Parcel Map South 75 degrees 20 minutes 45 seconds West, 1783.42 feet (Map, South 75 degrees 01 minutes 20 seconds West) to the **True Point of Beginning** of the herein described parcel; thence leaving said southerly line South 33 degrees 45 minutes 48 seconds East, 762.01 feet; thence South 09 degrees 08 minutes 40 seconds East, 1543.06 feet; thence South 51 degrees 20 minutes 06 seconds West, 131.00 feet; thence North 76 degrees 25 minutes 58 seconds West, 1014.77 feet; thence North 40 degrees 43 minutes 41 seconds West, 1701.72 feet to the aforementioned southerly line of Lot 3; thence continuing North 40 degrees 43 minutes 41 seconds West, 1.14 feet; thence North 34 degrees 57 minutes 51 seconds West, 707.43 feet; thence North 16 degrees 15 minutes 29 seconds West, 697.30 feet; thence North 50 degrees 03 minutes 52 seconds West, 494.23 feet; thence South 84 degrees 00 minutes 01 seconds West, 656.83 feet to a ½" iron pipe tagged "RCE 11226" marking an angle point in the

northwesterly line of said Lot 3; thence along said northwesterly line North 30 degrees 43 minutes 48 seconds East, 2856.63 feet (Map, North 30 degrees 23 minutes 24 seconds East) to a point; thence leaving said northwesterly line South 25 degrees 05 minutes 25 seconds East, 2557.08 feet; thence South 33 degrees 45 minutes 48 seconds East, 1115.31 feet to the Point of Beginning.

Containing 187.4 acres, more or less.

APN 068-060-057 ptn  
SCAPOSD – Tolay Lake Easement  
Job No. 2004-055  
July 29, 2005



Project: Tolay Lake Ranch  
Sonoma County

## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated September 22, 2005, from County of Sonoma to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on February 24, 2005, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA  
Resources Agency  
Department of Fish and Game

By: Al Wright  
Al Wright  
Executive Director  
Wildlife Conservation Board

Date: 9/23/05