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08/20/2021 09:44 AM
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RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

**DEED AND AGREEMENT
BY AND BETWEEN
COUNTY OF SONOMA
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS**

County of Sonoma ("GRANTOR") and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. ("DISTRICT"), agree as follows:

RECITALS

R&T Code 11922
Transfer to Gov't Agency

A. GRANTOR is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

B. The Property will be managed by the Sonoma County Regional Parks Department ("SCRIP"). SCRIP preserves irreplaceable natural and cultural resources and offers opportunities for recreation and education that enhance the quality of life and well-being of Sonoma County's residents and visitors. Parks and trails are core to the health and wellness of individuals, families and communities; and parks and programs inspire people and provide opportunities for them to connect mind, body and spirit. SCRIP protects land, stewards natural and cultural resources and provides public access to the outdoors.

C. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers. The DISTRICT was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq., and to advance the implementation of the open space elements of their respective general plans. In order to accomplish those purposes, DISTRICT and the Authority entered into a contract whereby, in consideration of the Authority's

financing of DISTRICT's acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's voter approved Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax, a transfer of the taxing authority to the County of Sonoma, and an update of the Expenditure Plan.

D. On June 9, 2020, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution Nos. 20-0183 and 20-0182, that the acquisition of a conservation easement in the Property was consistent with the Sonoma County General Plan (specifically the Plan's Agricultural Resources and Open Space and Resource Conservation Elements) because it (1) preserves important biotic resource areas and scenic features with consistent uses and intensities; (2) preserves roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the county's tourism economy; (3) protects and enhances the county's natural habitats and diverse plant and animal communities; and (4) helps to establish a countywide park and trail system that meets future recreational needs of the county's residents. By that same resolution, the DISTRICT's Board of Directors determined that the acquisition of a conservation easement in the Property is consistent with the voter-approved Expenditure Plan.

E. This Easement will further the goals, objectives and policies of the following adopted local plans: Sonoma County Local Coastal Plan, the Sonoma County General Plan and the DISTRICT's Vital Lands Initiative.

F. The DISTRICT is organized pursuant to Public Resources Code sections 5500 *et seq.* and is duly authorized to acquire and hold conservation easement interests pursuant to Civil Code section 815.3 and Public Resources Code section 5540. The DISTRICT possesses the ability and intent to enforce the terms of this Easement.

G. The DISTRICT, prior owner of the Property, has transferred fee title in the Property to GRANTOR, pursuant to Public Resources Code section 5540.6, so as to facilitate its operation and maintenance as a public park and open space preserve, available to the public in perpetuity for low-intensity outdoor recreation and education, consistent with preservation of the open space values of the land. The transfer was subject to this conservation easement and a separately recorded recreation conservation covenant, as well as a transfer agreement.

H. This Easement recognizes that ecological processes are dynamic, and changes to the natural environment may occur at more extreme intervals due to the effects of global warming, climate change and natural disasters. This Easement is designed with the intent to enable the GRANTOR to flexibly respond and adapt to ecological changes to the Property over time, while continuing to manage and operate the Property as a Public Park and Open Space Preserve.

THEREFORE, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions herein set forth and other valuable consideration receipt of which is hereby acknowledged, GRANTOR and DISTRICT agree as follows:

EASEMENT

PART ONE: GRANT OF EASEMENT

1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights. Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 through 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts a conservation easement over the Property in perpetuity under the terms and conditions set forth herein (“the Easement”). GRANTOR hereby irrevocably assigns to DISTRICT all development rights associated with the Property, except as specifically provided by this Easement.

2. Conservation Values. The Property is located one mile east of Highway One, north of Bodega Bay, in coastal Sonoma County, California. The Property consists of rolling open coastal grassland. Critical resources on the Property (collectively “the Conservation Values”) include natural resources, scenic resources, agricultural resources, and recreational and educational resources. These include, but are not limited to the following:

2.1 Natural Resources. The Property is comprised of a mosaic of plant communities, including perennial coastal prairie grasslands characterized by native grasses and wildflowers; northern coastal scrub dominated by native scrubs, herbs and grasses; wet meadow and fresh emergent wetland distinguished by native sedges and rushes; valley foothill riparian dominated by large willows and a diversity of shrubs and herbaceous plants; rock outcrops with unique flora; bay-oak woodlands; and redwood-Douglas fir forests. The Property also hosts a variety of wildlife species and provides several identified corridors for wildlife movement across the landscape.

The Property provides important habitat for numerous species of birds, insects, plants, and animals, many of which, at the time of recordation of this Easement, have special protections under state and federal law. At the time of recordation of this Easement, these include the following special status listed species: Harlequin lotus (*Hosackia gracilis*, CNPS Rare Plant, Rank 4), California bottlebrush grass (*Elymus californicus*, CNPS Rare Plant, Rank 4), Western dog violet (*Viola adunca* ssp. *Adunca*, larval host for Federally Endangered Myrtle’s silverspot butterfly, *Speyeria zerene myrtleae*), grasshopper sparrow (*Ammodramus savannarum*, DFW Species of Special Concern), northern harrier (*Cirus cyaneus*, DFW Species of Special Concern), yellow warbler (*Dendroica petechial*, USFWS Bird of Conservation Concern, DFW Species of Special Concern), olive-sided flycatcher (*Contopus cooperi*, USFWS Bird of Conservation Concern, DFW Species of Special Concern), Bryant’s savannah sparrows (*Passerculus sandwichensis*, DFW Species of Special Concern), Townsend’s big-eared bat (*Corynorhinus townsendii*, DFW Species of Special Concern), and American badger (*Taxidea taxus*, DFW Species of Special Concern).

2.2 Scenic Resources. The entrance to the Property is across from the Sonoma Coast State Park, on the east side of State Highway One, a General Plan-designated Scenic Corridor. The Property is east of Red Hill (part of Sonoma Coast State Park) and characterized by rolling hills, open meadows, and coastal prairie and wetlands, offering spectacular coastline and ocean views. The Property is highly visible from the Pacific Ocean, Highway One, and the Willow Creek unit of Sonoma Coast State Park. Its vast openness, scattered hardwood forests, fir/redwood forests, and scenic values provide views and geographic features integral to

preserving the rural and open space character of the area. The Property is part of a large block of protected scenic coastal lands along Highway One between the towns of Bodega Bay and Jenner.

2.3 Recreational and Educational Resources. The Property provides multiple opportunities for enjoyment of sweeping coastal and mountain views as well as education about the area's history, natural features, natural resources, and natural processes. The Property provides opportunities for recreation appropriate for natural, open space lands, and provides a link to other trail easements that support regional trails. The Property also provides potential connections to and opportunities to enhance the California Coastal Trail, a State-mandated 1,200-mile continuous trail from Mexico to Oregon.

3. Conservation Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2. This purpose shall hereinafter be referred to as "the Conservation Purpose of this Easement." GRANTOR and DISTRICT intend that this Easement will confine the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTOR and DISTRICT intend that all Conservation Values of the Property will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: i) first priority shall be given to preservation and protection of natural resources; ii) next, preservation and protection of scenic resources; and iii) third, preservation and protection of recreational and educational resources.

PART TWO: RIGHTS OF DISTRICT

4. Affirmative Rights of DISTRICT. DISTRICT shall have the following affirmative rights under this Easement:

4.1 Protecting Conservation Values. DISTRICT shall have the right to preserve, protect and document in perpetuity the Conservation Values of the Property.

4.2 Property Inspections. DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, (iv) assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken, and (v) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week's prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR's use and quiet enjoyment of the Property pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, but shall not necessarily be limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT's General Manager have a reasonable belief

that GRANTOR is in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours' prior notice to GRANTOR, to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT.

4.3 Enforcement. DISTRICT shall have the right to enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement and to require restoration of such areas or features as may be damaged by such activities or uses.

4.4 Audit. DISTRICT shall have the right to inspect, copy and audit GRANTOR's financial and programmatic records, of any type, nature or description, as DISTRICT deems necessary to ensure GRANTOR's compliance with Section 5.1.7.

4.5 Approval of Certain Uses. DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 and Section 6.

4.6 DISTRICT Signage. DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR, visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The wording and design of the sign or marker shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor be artificially illuminated. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

PART THREE: RESTRICTIONS ON DEVELOPMENT, USES, AND ACTIVITIES

5. GRANTOR's Restricted Rights. GRANTOR shall confine the use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific duties with respect to the preservation of the Property's Conservation Values; (ii) establishes allowed activities and uses, (iii) establishes restricted or prohibited activities and uses, and (iv) provides guidance for determining the consistency with this Easement of similar activities and uses not contemplated or existing at the Effective Date, in accordance with the procedures set forth in Section 6.

5.1 General Requirements for All Uses.

5.1.1 Compliance with Governmental Regulations. All activities, uses, structures, and improvements on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations. No approval granted by DISTRICT under this Easement shall constitute the issuance of entitlements.

5.1.2 Compliance with Terms, Conditions and Conservation Purpose of this Easement. All activities, uses, structures, and improvements on the Property shall be undertaken in a manner consistent with the terms, conditions and Conservation Purpose of this Easement.

5.1.3 Protection of Conservation Values. All activities, uses, structures, and improvements on the Property shall be undertaken in a manner that is consistent with the overall protection of the Conservation Values.

5.1.4 Protection of Soil and Water. No activity, use, or development of the Property shall be undertaken in a manner that results in significant soil degradation or pollution, or significant degradation or pollution of any surface or subsurface waters.

5.1.5 Notice and Approval Procedures. Whenever this Section 5 requires prior notice to or approval by DISTRICT, such notice shall be given or approval shall be obtained in accordance with Section 6 of this Easement.

5.1.6 Revenue Generation. Any revenue generated from activities and uses shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property or other DISTRICT-protected Properties, and towards educational, recreational or agricultural programs that take place on the Property or other DISTRICT-protected Properties.

5.1.7 Master Plan. GRANTOR and DISTRICT acknowledge that GRANTOR will prepare a Master Plan to serve as the guiding document to define and guide future uses and development of the Property. The Master Plan prepared by GRANTOR must be adopted by the Sonoma County Board of Supervisors to become effective. Upon DISTRICT'S determination that the Master Plan is consistent with the terms of this Conservation Easement, DISTRICT shall issue its approval of the Master Plan pursuant to the approval process set forth in Section 6.1, prior to the submission of the Master Plan to the Board of Supervisors for final approval. All uses and activities on the Property shall be carried out in accordance with the approved Master Plan, and actions that deviate therefrom may constitute a breach of this Easement. The Master Plan (i) shall ensure that known sensitive resources are protected to the extent practicable by proposed public access trails and developments, which protection shall include the consideration of avoiding known sensitive resources, and utilizing appropriate protection methods for design and development; (ii) shall manage negative impacts to one or more Conservation Values from the support or protection of another Conservation Value; and (iii) shall serve to streamline DISTRICT approvals under this Easement. The Master Plan will include best management practices or other guidance to assure that activities are conducted in a manner consistent with the Conservation Purpose of this Easement.

5.1.7.1 Once a Master Plan has been adopted by the Sonoma County Board of Supervisors, all uses and activities identified in the Master Plan and all development necessary to implement those uses and activities shall be deemed

approved by DISTRICT, and shall be permitted on the Property without further notice to or approval from DISTRICT.

5.1.7.2 The Master Plan may be amended, revised, or updated from time to time provided that such amendment, revision, or update (collectively “Revisions”) shall be subject to DISTRICT’s approval in accordance with Section 6.1. GRANTOR shall secure DISTRICT’s approval of such Revisions prior to their implementation. If the Revisions propose substantial changes to the use, activities and/or management of the Property, then the Revisions must identify (a) all major components of Property use, including recreational, educational, and resource management; (b) the nature of each proposed use and its intended location; (c) all proposed structures and improvements; and (d) all actions to be taken to protect natural resources. DISTRICT’s approval of the Revisions shall be based solely upon the Revisions’ consistency with the terms, conditions, and Conservation Purpose of this Easement.

5.1.8 Duty to Prevent Waste, Nuisance, and Trespass. Without limiting the generality of the foregoing, GRANTOR shall maintain the Property in a condition consistent with the Conservation Purpose of this Easement, which obligation shall include the undertaking of reasonable and necessary steps to prevent harm to the Conservation Values of the Property due to foreseeable acts or omissions of third parties.

5.1.9 Project Structure Map and Easement Designation Areas. The Project Structure Map, attached hereto as Exhibit B and incorporated herein by this reference (the “Project Structure Map”), identifies and designates several types of geographically specific areas of the Property within which particular uses may be permitted, or within which particular restrictions on use may apply. These easement-designation areas are likewise depicted on the Baseline Documentation Report Site Map (the “Baseline Site Map”), as identified in Section 9. In the event that a conflict is found between the Project Structure Map and the Baseline Site Map, the Project Structure Map shall prevail. The easement-designation areas are further described as follows:

- a) Building Envelope. One Building Envelope (“Building Envelope”) has been identified and is located to include existing buildings, including a house, barn, and other outbuildings.
- b) Floating Camping Envelope. One Floating Camping Envelope (“Camping Envelope”) may be identified for backcountry camping. The Camping Envelope may be specifically located during the development of the Master Plan described in Section 5.1.7.

5.2 Subdivision and Parcels. GRANTOR and DISTRICT acknowledge and agree that the Property is and shall always remain one legal parcel under one common ownership. GRANTOR shall not divide the Property, whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act or otherwise, of additional parcels which may have previously been created on the Property by prior patent or deed conveyances,

subdivisions, or surveys, nor shall GRANTOR place or convey any portion of the Property into ownership separate from the whole of the Property.

5.2.1 Exceptions. This prohibition against division of the Property shall be inapplicable to:

a) Conveyance to Government or Non-Profit Entity. Subject to prior written approval from DISTRICT and the consent of a majority of the voters of Sonoma County in an election called and conducted by the DISTRICT's Board of Directors in accordance with Public Resources Code section 5540.6, GRANTOR may voluntarily convey a portion of the Property to a government entity exclusively for conservation or park purposes.

b) Leases. GRANTOR may lease a portion(s) of the Property for the permitted recreational, educational, residential and agricultural uses described in Sections 5.3.2, 5.3.3 and 5.3.4.

5.2.2 Historic Parcels. GRANTOR acknowledges that one or more additional historic parcels may exist on the Property, previously created by patent or deed conveyances, subdivisions, lot line adjustments, surveys, recorded or unrecorded maps or other documents. GRANTOR waives all rights to recognition of such historic parcels, whether through certificate of compliance under the Subdivision Map Act or otherwise.

5.3 Land Uses. GRANTOR shall restrict the use of the Property as defined in this Section 5.3. All other uses are prohibited. Structures and improvements associated with these permitted uses must be consistent with Section 5.4.

5.3.1 Natural Resource Protection, Preservation, Restoration, and Enhancement. GRANTOR may protect, preserve, restore and enhance the natural resources of the Property in accordance with sound, generally-accepted conservation practices and the provisions of Section 5.5.

5.3.1.1 Mitigation. Subject to prior written approval from DISTRICT, the Property may be used for mitigation of projects located on or off the Property if DISTRICT determines, in its sole discretion, that the following criteria are met: (1) the proposed mitigation enhances the Conservation Values on the Property; (2) the proposed mitigation is consistent with DISTRICT's enabling legislation; (3) the proposed mitigation is aligned with DISTRICT's objectives and goals; and (4) the proposed mitigation does not present a risk to DISTRICT's long-term fiscal stability. Furthermore, (1) any additional protections required by regulatory agencies in association with a mitigation project must be consistent with this Easement; and (2) the sale of mitigation credits is prohibited.

5.3.2 Recreational and Educational Use. GRANTOR may use the Property for public recreational and educational purposes as set forth in this section. GRANTOR may charge reasonable fees for recreational and educational uses and programs, pursuant to its then current fee schedule adopted by the Sonoma County Board of Supervisors.

5.3.2.1 Indoor Recreational and Educational Uses. Within the Building Envelope, GRANTOR may use the buildings for public recreational and educational purposes.

5.3.2.2 Outdoor Recreational and Educational Uses. GRANTOR may use the Property for the following outdoor recreation and educational purposes:

a) GRANTOR may use the Property for low intensity public outdoor recreational and educational purposes. "Low intensity" outdoor recreation is defined as non-motorized, nature-based activities including, but not limited to, hiking, bicycling, horseback riding, picnicking, nature observation, photography, swimming, rock climbing, and enjoyment of open space. Notwithstanding the foregoing, GRANTOR may provide appropriate opportunities for members of the public with disabilities who require motorized equipment to access the Property and its features.

b) Camping. GRANTOR may use the Property for Camping:

1. Within the Building Envelope, GRANTOR may make the Property available for camping.

2. Within the Floating Camping Envelope ("Camping Envelope"), GRANTOR may make the Property available for trail-accessible-only, low impact camping. The location and type of campsites shall be determined through a subsequent study that evaluates the compatibility of such use with the Conservation Values of the Property. In no event shall there be greater than four walk-in campsites within the Camping Envelope.

3. Outside of both the Building Envelope and Camping Envelope, subject to DISTRICT's approval, GRANTOR may make the Property available for spike-camps and/or program-related camps, which are defined as minimum impact, temporary locations with no developed facilities where campers carry their own gear to the campsite.

c) Public Recreational and Educational Special Events.

Public recreational and educational special events over 50 people, such as non-motorized trail race events, shall be allowed up to three (3) times per year, subject to prior DISTRICT approval. Any such event shall not exceed 250 people per event, and shall not result in any permanent alteration of the Property or have any detrimental impact on the natural resources of the Property. Public recreational and educational special events open to less than 50 people may occur as frequently as desired. All Public Recreational and educational special events, regardless of size, shall take place within the Primary Building Envelope, except as such

events may make use of designated trails. Trail use may only occur during daylight hours. GRANTOR may use amplified sound associated with permitted special events during daylight hours in the Primary Building Envelope.

5.3.3 Agricultural Use. GRANTOR may engage in agricultural uses of the Property as defined below in accordance with sound, generally-accepted agricultural and soil conservation practices, provided however that no agricultural use shall be undertaken in a manner that significantly impairs the natural resources, long-term agricultural productive capacity, or open space character of the Property.

a) Livestock for the Production of Food and Fiber. GRANTOR may breed, raise, pasture, and graze livestock of every nature and description for the production of food and fiber.

b) Within the Building Envelope, GRANTOR may use the Property for ancillary residential purposes associated to the permitted agricultural use of the Property and in accordance with Section 5.4.

5.3.4 Commercial. GRANTOR may use the Property for commercial uses only as follows:

a) Recreation and Education. GRANTOR may charge reasonable fees for permitted recreational and educational uses in accordance with Sections 5.1.7 and 5.3.2.

b) Leases and Rentals. GRANTOR may lease or rent the Property, or portions thereof, for the permitted recreational, educational, and agricultural uses described in Sections 5.3.2, 5.3.3 and 5.3.4.

c) Ancillary. GRANTOR may undertake other minor commercial uses ancillary to the permitted recreational and educational uses.

5.4 Structures and Improvements. GRANTOR may repair, replace, construct, place, and maintain structures and improvements on the Property only as provided below. Furthermore, no structure or improvement shall exceed fifteen (15) feet in height except as otherwise provided herein.

Improvements are defined to include all permanently installed buildings, structures, fixtures, roads, parking lots, trails, and any impervious recreational areas. Picnic tables, benches, refuse containers and other property that may freely be moved about the Property are not considered improvements.

5.4.1 Maintenance, Repair, or Replacement of Structures and Improvements. GRANTOR may maintain, repair or replace structures and improvements existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, only as follows:

a) If the maintenance, repair, or replacement does not increase the height of the structure or improvement, increase the land surface area it occupies or change its location or function, no notice to or approval by DISTRICT shall be required.

b) Any maintenance, repair, or replacement that increases the height of the structure or improvement, increases the land surface area it occupies, or changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 through 5.4.6.

5.4.2 Improvements for Recreational and Educational Uses. GRANTOR may construct or place improvements associated with permitted recreational and educational uses, only as follows:

a) Within the designated Building Envelope: Structures and improvements reasonably serving the permitted uses of the Property.

b) Outside the designated Building Envelope: Trails and pathways, signs, and camp sites consistent with the terms of 5.3.2.2.

5.4.3 Residential Structures and Improvements. With prior written notice to DISTRICT, GRANTOR may construct or place within the designated Building Envelope one residence for employee land manager(s), provided that such residence shall not exceed 15 feet in height and/or be greater than 1,000 square feet in size, exclusive of the garage area, which shall be subject to the cap applicable to structures accessory to residential use. With prior written notice to DISTRICT, GRANTOR may construct or place within the designated Building Envelope structures and improvements reasonably related to the permitted residential use of the Property including, but not limited to, a garage and shed. The total cumulative square footage of the structures accessory to residential use shall not exceed 1,000 square feet.

In addition to the permanent residential structure, GRANTOR may utilize one non-permanent unit intended to be used to house interim staff, contractors and/or volunteers. An example of such a non-permanent unit is a Recreational Vehicle (RV) or a 5th-wheel Camper/Trailer.

Within the Building Envelope, GRANTOR may engage in additional agricultural and cultivation activities associated with the permitted educational and ancillary residential use of the Property as permitted by Sections 5.3.2, including but not limited to a personal residential/kitchen garden, community garden, historical cultivation technique displays, and other small-scale cultivation.

5.4.4 Structures and Improvements Accessory to Natural Resource Protection Use. With prior written notice to DISTRICT, GRANTOR may place or construct within the designated Building Envelope, accessory structures and improvements reasonably necessary for natural resource protection, restoration, and enhancement on the Property,

including sheds. GRANTOR may place or construct temporary accessory structures and improvements outside of a designated Building Envelope as necessary during, and in connection with, natural resource restoration and enhancement activities.

5.4.5 Public Parking and Access Roads. With prior written approval from DISTRICT, GRANTOR may construct new roads and public parking area(s) and reconstruct or expand existing roads and parking area(s) provided that such roads and parking area(s): (i) are directly required and scaled for uses and activities permitted herein and (ii) the parking areas are located within the Building Envelope. Roads and parking area(s) shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices for roads as recommended by appropriate federal or state entities. Roads and parking area(s) that are abandoned, permanently closed, and/or decommissioned shall be revegetated with native species, stabilized, and ensured of proper drainage.

5.4.6 Fences and Gates. GRANTOR may construct, place, and erect fencing and gates only as necessary for permitted uses of the Property or as necessary in connection with GRANTOR'S duties to prevent foreseeable trespass pursuant to Section 5.1.8. All fencing and gates must i) be consistent with the scenic values of the Property to the extent possible consistent with the fences' purpose; ii) maximize habitat connectivity within the Property and to adjacent properties and not impede wildlife movement except in cases where necessary to protect the permitted uses; and iii) be the minimum fencing necessary to serve the intended purpose of the fences. DISTRICT and GRANTOR acknowledge they each have design guidelines for wildlife-friendly fencing, and will collaborate to develop new guidelines for the Property. Notwithstanding the provisions of Section 5.4.1, in the event of destruction or deterioration of any fences and gates, whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this Section 5.4.6. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.6, GRANTOR shall remove such fencing or gate from the Property as funding and staffing allows.

5.4.7 Utilities and Energy Resources. GRANTOR may expand existing or develop or construct new utilities, including solar and other electric power, septic or sewer, communication lines, and water supply, storage, and delivery systems, provided that such utilities are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses. Communication utilities may serve off-site use only if associated improvements are located on a permitted structure and do not cause such structure to exceed size and height limitations. GRANTOR and DISTRICT agree that this constitutes a reasonable restriction under California Civil Code sections 714 and 714.1, commonly referred to as the Solar Rights Act, and any associated laws and regulations.

5.4.8 Signs. GRANTOR may construct or place signs for the permitted uses including, signs to (i) mark the entrance of the Property; (ii) mark the boundary of the Property; (iii) provide directional, interpretive, and educational information; and (iv) set

forth park and/or local area rules or regulations applicable to use of the park, provided that the size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and further provided that such signs are sited and constructed in a manner that does not create a significant visual impact.

5.5 Land and Resource Management. All land and resource management activities shall be designed and implemented in accordance with sound, generally-accepted conservation practices, and are subject to the provisions of Section 5.1.7.

5.5.1 Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat or sod, except as reasonably necessary in connection with the uses allowed under Section 5 of this Easement.

5.5.2 Water Resources. Draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds, and wetlands is prohibited except as reasonably necessary for permitted uses, and subject to DISTRICT's approval.

5.5.3 Mineral Exploration. Exploration for, or development and extraction of, minerals and hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

5.5.4 Vegetation and Fuels Management. GRANTOR may undertake vegetation and fuel management activities to reduce fire risk, provided that the techniques used minimize harm to native wildlife and plants. Such vegetation and fuel management methods include brush removal, mowing, grazing, prescribed burning, forest restoration and thinning, and shaded and non-shaded fuel breaks to protect the Property and the community in which the Property is located. Without prior notice to the DISTRICT, GRANTOR may create defensible space areas adjacent to structures. Prior to engaging in all other activities described this Section 5.5.4, GRANTOR shall provide notice to DISTRICT and consult with appropriate biologists and natural resource professionals to protect nesting birds in the grasslands and woodlands.

5.5.5 Natural Resource Preservation, Protection, Restoration, and Enhancement. GRANTOR may undertake natural resource preservation, protection, restoration, and enhancement activities, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of water quality, and plant and wildlife habitat, and activities that promote biodiversity. GRANTOR may remove or control invasive, non-native plant and animal species that threaten the Conservation Purpose of this Easement or impede the growth of native species, provided the techniques used minimize harm to native wildlife and plants and are in accordance with sound, generally-accepted conservation practices and all applicable laws.

5.5.6 Native Tree Removal. Harvesting, cutting, trimming or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of

vegetation and fuels management, in accordance with Section 5.5.4; (iv) for natural resource preservation, protection, restoration, and enhancement as set forth in Section 5.5.5; and (v) to promote or facilitate scientific research in service of Conservation Values. Native trees removed pursuant to this Section 5.5.6 may be used for park purposes.

5.5.7 Native Vegetation Removal. Removal or destruction of any native non-tree vegetation is prohibited, except as reasonably necessary (i) within footprint of permitted structures and improvements; (ii) to control insects and disease; (iii) to prevent personal injury and property damage; (iv) for the purpose of vegetation and fuels management, in accordance with Section 5.5.4; (v) for natural resource preservation, protection, restoration, and enhancement as set forth in Section 5.5.5, including on-site seed collection for restoration and enhancement purposes, both on- and off-site; (vi) for tribal cultural gathering in accordance with Section 5.5.13; and (vii) to promote or facilitate scientific research in service of Conservation Values.

5.5.8 Native Animal Removal. Killing, hunting, trapping, injuring, or removing native animals is prohibited except (i) under imminent threat to human life or safety; and (ii) as reasonably necessary to promote or sustain biodiversity in accordance with preservation, protection, restoration and enhancement activities in connection with Section 5.5.5, using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction; and (iii) to promote or facilitate scientific research in service of Conservation Values.

5.5.9 Non-Native Plants and Animals.

a) Removal. GRANTOR may remove or control non-native plant and animal species provided that techniques used minimize harm to native wildlife and plants and are in accordance with sound, generally-accepted conservation practices and all applicable laws.

b) Introduction. GRANTOR shall not introduce or establish plant and animal species that are not native to California, except as reasonably necessary to serve a permitted agricultural use within the Building Envelope.

5.5.10 Off-road Motorized Vehicle Use. Use of motorized vehicles off roadways is prohibited, except as reasonably necessary in connection with permitted construction, maintenance, emergency access, property management activities; and to provide opportunities for members of the public with disabilities who require motorized equipment to access the Property and its features.

5.5.11 Dumping. Dumping, releasing, burning or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited, except that agricultural products and by-products generated on the Property may be disposed on site, consistent with sound generally-accepted agricultural practices. GRANTOR shall remove garbage or materials dumped on the Property by third parties.

5.5.12 Outdoor Storage. Outdoor storage shall be prohibited except as provided in this section.

a) Materials Required For Permitted Uses. GRANTOR may store materials and supplies required for permitted uses outdoors within the designated Building Envelope, provided such storage shall be located so as to minimize visual impacts.

b) Storage of Construction Materials. GRANTOR may store construction and other work materials outdoors needed during construction of permitted structures and improvements on the Property while work is in progress.

5.5.13 Tribal Cultural Plant Gathering. Cultural plant gathering shall be permitted only in conformance with approved Master Plan guidelines and consistent with any GRANTOR-adopted policy.

5.6 Public Access Limitations. GRANTOR and DISTRICT understand and agree that the Property will be developed for a public park and preserve in perpetuity. GRANTOR, however, may exclude the public from the Property on a temporary basis to the extent necessary for public health or safety or for preservation of the Conservation Values of the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties to the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

5.7 Easements. GRANTOR may continue the use of existing easements of record granted prior to this Easement. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of the DISTRICT. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

5.8 Interim Uses. With prior written approval by DISTRICT, GRANTOR may engage in the uses of the Property listed in this Section 5.8 prior to the approval of the Master Plan, provided that such uses are undertaken in a manner consistent with the terms of this Easement. Any interim uses approved by the DISTRICT shall either terminate on or before the effective date of the Master Plan or shall be addressed therein. DISTRICT approval of any interim uses, and GRANTOR's obligation to obtain prior written approval for such uses of the Property under this Section, shall automatically terminate upon the effective date of the approved Master Plan. Interim uses and activities allowable under this Section 5.8 shall include those identified in the DISTRICT's Board of Directors-adopted Wright Hill Ranch Open Space Preserve Resource Management Plan ("Management Plan"). All uses and activities identified in the Management Plan and all development necessary to implement said uses and activities are deemed approved by DISTRICT and are permitted on the Property without further notice to or approval by DISTRICT. Until the Master Plan is approved by the DISTRICT subject to Section 5.1.7, and in addition to the Sections of this Easement that specify that DISTRICT approval is required, for other uses and activities identified in Sections 5.3.2, 5.4.1(b), 5.4.2(b), 5.4.7, and

5.5.5 of this Easement, prior written DISTRICT approval is required, subject to the terms of Section 6.

PART FOUR: PROCEDURES AND REMEDIES

6. Notice and Approval Procedures. Some activities and uses permitted by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses permitted by this Easement require the prior written approval of DISTRICT. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use shall be deemed to be prohibited on the Property. GRANTOR shall use the following procedures to provide notice to DISTRICT or to obtain DISTRICT's approval. All notices and requests for approval shall include all information reasonably necessary to permit DISTRICT to make an informed judgment as to the consistency of the GRANTOR's request with the terms, conditions and Conservation Purpose of this Easement. The DISTRICT may request such additional or supplemental information as it deems reasonably necessary to evaluate any notice or request for approval. Forms for notices and requests for approval shall be available at DISTRICT's offices.

6.1 Approval, Amendments, Revisions, and Updates of Master Plan. GRANTOR shall prepare and obtain DISTRICT approval for a Master Plan for the Property in conformity with Section 5.1.7 within one (1) year of the Effective Date. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

6.1.1 Approval, Amendments, Revisions and Updates. GRANTOR may, at its discretion, at any time, submit a proposed Master Plan or Revisions to DISTRICT for its review. DISTRICT shall have sixty (60) days from the receipt of the Master Plan or Revisions, plus fourteen (14) days from any subsequent or follow up submittal, to review the Master Plan or Revisions and either approve the Master Plan or Revisions or notify GRANTOR of any objection thereto. DISTRICT's response, whether approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Master Plan or Revisions, it shall state such objections in sufficient detail to enable GRANTOR to modify the proposed Master Plan or Revisions so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement. DISTRICT's approval of proposed Revisions shall be based solely upon the Revisions' consistency with the terms, conditions and Conservation Purpose of this Easement.

6.1.2 California Environmental Quality Act. In connection with any environmental review of the Master Plan or Revisions under the California Environmental Quality Act ("CEQA") or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of, and opportunity to comment on any draft environmental document, except for Notice of Exemptions, prepared by GRANTOR and made public under the statute, prior to GRANTOR's adoption or certification of that environmental document. No approval granted by DISTRICT under this Easement shall constitute the issuance of entitlements.

6.2 Uses/Activities Requiring Notice or Approval to DISTRICT. For uses and activities not described or approved in the Master Plan or Revisions approved by DISTRICT, the following procedures shall be followed for giving notice or obtaining DISTRICT approval where such notice or approval is required by this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6.2, any such activity or use shall be deemed to be prohibited on the Property. In any instance in which DISTRICT approval is required, DISTRICT's approval shall be based solely upon its reasonable determination as to whether the activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

6.2.1 Uses/Activities Requiring Notice to DISTRICT. For any activity or use that requires prior written notice to DISTRICT, GRANTOR shall deliver such notice to DISTRICT at least forty-five (45) days prior to the commencement of such activity or use. That forty-five (45) day time period provides DISTRICT an opportunity to evaluate whether the proposed activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement before the activity or use is begun.

6.2.2 Uses/Activities Requiring Prior Approval from DISTRICT. For any activity or use that requires prior written approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") at least forty-five (45) days prior to the intended commencement of such activity or use. DISTRICT shall have forty-five (45) days from the receipt of a complete request to review the request and to approve, conditionally approve, disapprove or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT's determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. If, in DISTRICT's judgment, the proposed activity or use would not be consistent with the terms, conditions or Conservation Purpose of this Easement or the request is incomplete or contains material inaccuracies, DISTRICT's notice to GRANTOR shall inform GRANTOR of the reasons for DISTRICT's disapproval or objection. Only upon DISTRICT's express written approval, given by DISTRICT's General Manager, may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

6.2.3 DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in mediation under Section 13.

6.2.4 Uses Not Expressly Addressed: DISTRICT's Approval. In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly permitted nor expressly prohibited in Section 5, GRANTOR shall seek DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in Section 6.2. The exercise of any activity or use not expressly permitted in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 10.

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance or adequate self-insurance covering acts on the Property. Except as specifically set forth in Section 8.2 below, DISTRICT shall have no responsibility whatever for the operation 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. Except as otherwise provided in Section 8.1, GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

7.2 Hazardous Materials.

7.2.1 No DISTRICT Obligation or Liability. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in DISTRICT:

- a) The obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq.) ("CERCLA");
- b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;
- c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property; or
- d) Any control over GRANTOR's ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

7.2.2 Warranty of Compliance. GRANTOR represents, warrants, and covenants to DISTRICT that GRANTOR's use of the Property shall comply with all environmental laws, as defined below.

7.2.3 Definitions. For the purposes of this Easement:

a) The term "hazardous materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the date of this Easement.

b) The term "environmental laws" includes, but is not limited to, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

8. **Indemnification.**

8.1 GRANTOR's Indemnity. GRANTOR shall hold harmless, indemnify, and defend DISTRICT, 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 (i) 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 DISTRICT; and (ii) the obligations specified in Section 7; and (iii) any approvals given under Section 6. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT'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.

8.2 DISTRICT's Indemnity. DISTRICT 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, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, 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 DISTRICT's indemnity to the proportionate part of GRANTOR's damage, liability, claim or expense for which DISTRICT is responsible). In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 8.2 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 DISTRICT, 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 DISTRICT, which approval shall not be unreasonably withheld. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence or intentional misconduct of GRANTOR.

9. Baseline Documentation for Enforcement. In order to establish the present condition of the Property, DISTRICT has prepared a Baseline Documentation Report which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation Report includes a Baseline Site Map, which designates the general location of (i) one Building Envelope and (ii) known sensitive natural and cultural resources. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement.

10. Remedies for Breach.

10.1 DISTRICT's Remedies. In the event of a violation or threatened violation by GRANTOR of any term, condition or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. The DISTRICT's notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 19. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (a) may pursue any and all remedies available under law without waiting for the cure period to expire; (b) shall have the right, upon the giving of 24 hours' notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken; and (c) shall have the right to record a notice of violation in the Office of the Sonoma County Recorder. DISTRICT's rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. GRANTOR agrees that DISTRICT's remedies at law for any violation of the terms of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory and including

specific performance, in addition to such other relief, including damages, to which DISTRICT may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

10.2 DISTRICT's Discretion. Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future.

10.3 Liquidated Damages. Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and DISTRICT agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists on the Property (in terms of years or portion thereof) after notice of violation has been given, and (iii) the then current annual interest rate for post judgment interest; and

b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the activity or change in use; and

c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof) after notice of the violation has been given, and (iii) the then current annual interest rate for post judgment interest.

10.4 GRANTOR's Compliance. If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with DISTRICT's notice. Neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

10.5 Remedies Nonexclusive. The remedies set forth in this Section 10 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 et seq. or any other applicable local, state or federal law.

11. Acts Beyond GRANTOR's Control. Nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, but not limited to, fire, flood, storm, and earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement. Notwithstanding the foregoing, GRANTOR shall be liable to DISTRICT for modifications or damage to the Property that impair or damage the Conservation Values of the Property when those modifications or damages result from the acts or omissions of third parties whose use of the Property is expressly authorized or requested by GRANTOR. In the event that the Conservation Values of the Property are damaged or impaired as a result of the acts or omissions of third parties, GRANTOR shall diligently pursue all available legal remedies against such parties to ensure restoration of the Property. Nothing contained herein limits or precludes GRANTOR's or DISTRICT's rights to pursue any third party for damages to the Property's Conservation Values.

12. Mediation.

12.1 Mediation of Disputes. The parties agree to use good faith efforts to attempt to resolve any dispute arising out of or related to this Easement through mediation. Any decision of the mediator shall be non-binding, and for purposes of this Easement, the parties shall mediate until the mediator determines that there is an impasse in order to fulfill their obligations under this Section.

12.2 Qualifications of Mediator. The mediator shall be experienced in mediating real property matters and easement disputes, shall be knowledgeable with respect to natural resource management, and shall be mutually agreed upon by both parties.

12.3 Venue. Hearings shall be held in Santa Rosa, California or another venue determined by mutual agreement of the parties.

12.4 Demand and Limitation on Claims. Any demand for mediation must be made in writing to the other party. No demand for mediation may be made after the date on which the institution of civil legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

12.5 Costs and Fees of Mediator. Costs and fees of the mediator shall be borne equally by the parties.

13. Extinguishment and Condemnation.

13.1. Extinguishment. Subject to the requirements and limitations of California Public Resources Code section 5540, or successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which DISTRICT shall be entitled from any sale, exchange or involuntary conversion of all or any portion of the Property after such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 13.2. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County.

13.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation; whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 13.3.

13.3 Property Interest and Fair Market Value. This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13, the parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR 100% of the value of any improvements and DISTRICT 100% of the value of the land, or as otherwise agreed upon by them in writing at the time of condemnation.

PART FIVE: MISCELLANEOUS

14. Approvals. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

15. Interpretation and Construction. To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes the Conservation Purpose of this Easement, as more particularly described in Section 3.

16. Easement to Bind Successors. The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Easement shall benefit and

burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Easement.

17. Subsequent Deeds and Leases. GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed and that GRANTOR will provide a copy of this Easement to any party acquiring an interest in the Property from GRANTOR. In addition:

a) Conveyance of Deed. GRANTOR shall not convey fee title to the Property, or any portion thereof, without the consent of a majority of the voters of Sonoma County in an election called and conducted by the DISTRICT's Board of Directors in accordance with Public Resources Code section 5540.6.

b) Conveyance of Lease. GRANTOR shall give written notice to DISTRICT of the conveyance of any lease in the Property at least thirty (30) days prior to any such conveyance. No such lease shall exceed twenty-five (25) years.

These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 16 of this Easement, and the failure of GRANTOR to perform any act required by this Section 17 shall not impair the validity of this Easement or limit its enforceability in any way.

18. Warranty of Ownership. GRANTOR warrants that it is the owner in fee simple of the Property, and that on the date it executed this Easement the Property is not subject to any liens or deeds of trust.

19. Notices.

19.1 Method of Delivery. Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals or communications) under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier or delivery service or telecopy addressed as follows:

To GRANTOR: Regional Parks Director
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
(707) 565-2041
(707) 579-8247 (fax)

To DISTRICT: General Manager
Sonoma County Agricultural Preservation and Open Space District

747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401
(707) 565-7360
(707) 565-7359 (fax)

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 19.

19.2 Effective Date of Notice. Notice shall be deemed given for all purposes as follows:

a) When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 19.1, notice is effective one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by the GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

b) When sent by email or fax to the last email or fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (ii) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by email or fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

c) In all other instances, notice shall be deemed given at the time of actual delivery.

19.3 Refused or Undeliverable Notices. Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

20. Amendment. If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, shall not affect the Easement's perpetual duration and shall be consistent with Public Resources Code section 5540 and any successor statute then in effect. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

21. No Forfeiture. Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect.

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

23. Enforceable Restriction. This Easement and each and every term contained herein is intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of Article XIII, section 8 of the California Constitution, California Public Resources Code section 5540, and California Revenue and Taxation Code section 421 et seq., or any successor constitutional provisions or statutes then in effect.

24. Applicable Law and Forum. This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

25. DISTRICT's General Manager. Wherever used herein, the term DISTRICT's General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his/her/their duly authorized representatives.

26. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 20.

27. Fees and Charges. DISTRICT shall have the right to establish and impose on GRANTOR reasonable fees and charges, including attorney's fees, for GRANTOR-proposed Easement amendments and estoppel certificates. Such fees and charges shall not exceed the reasonable costs of providing such services.

28. Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms and conditions shall remain valid and binding. If the application of any provision of this Easement is found to be invalid or unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

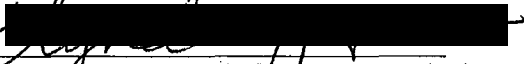
29. Estoppel Certificates. DISTRICT shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of execution and date of recording of the respective amendment) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default. DISTRICT's obligation to deliver the statement of certification is conditioned on GRANTOR's reimbursing DISTRICT for all costs and expenses reasonably and necessarily incurred in its preparation as determined by DISTRICT's General Manager.

30. No Liens, Encumbrances, or Conveyances. GRANTOR warrants that after it has executed this Easement, it will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted and recorded by DISTRICT.

31. Effective Date. This Easement shall be effective as of the date of its acceptance by DISTRICT pursuant to California Public Resources Code sections 5500 et seq.


IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this
10th day of August, 2021.

GRANTOR:


By: 
LYNDA HOPKINS, Chair of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

By: 
LYNDA HOPKINS, President of the Board of Directors

ATTEST:


DARIN BARTOW, Deputy Clerk of the Board of Directors

**NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL
SIGNATORIES.**

Exhibit A: Legal Description
Exhibit B: Project Structure Map

Exhibit A: Legal Description

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE:

LOT 5, AS NUMBERED AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF W.S.M. WRIGHT BODEGA RANCH," RECORDED DECEMBER 4, 1893, IN BOOK 10 OF MAPS, PAGE 23, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY JARENA D. WRIGHT TO HOLLIS HITCHCOCK, BY DEED DATED NOVEMBER 4, 1893, AND RECORDED IN LIBER 151 OF DEEDS, PAGE 220.

PARCEL TWO:

A RIGHT OF WAY 20 FEET IN WIDTH, DESCRIBED AS FOLLOWS:

OVER THE ROAD AS IT NOW EXISTS, ACROSS LOT 4, FROM A POINT SOUTH OF FURLONG GULCH WHERE SAID ROAD INTERSECTS WITH COAST HIGHWAY TO THE WESTERLY BOUNDARY OF LOT 5, AND THE RIGHT TO ERECT POLES ALONG SAID RIGHT OF WAY FOR TELEPHONE AND THE TRANSMISSION OF ELECTRICITY.

PARCEL THREE:

THE RIGHT OF INGRESS AND EGRESS TO THAT CERTAIN SPRING LOCATED NEAR THE SOUTHERLY LINE OF LOT 2 OF SAID "MAP OF W.S.M. WRIGHT BODEGA RANCH", FOR THE PURPOSE OF LAYING AND REPAIRING PIPE LINE AND CLEANING SAID SPRING.

PARCEL FOUR:

RIGHT TO USE 1/2 OF THE WATER FROM THAT CERTAIN SPRING LOCATED NEAR SOUTHERLY LINE OF LOT 2.

APN(s): 101-150-005-000 and 101-150-006-000.

Exhibit B: Project Structure Map

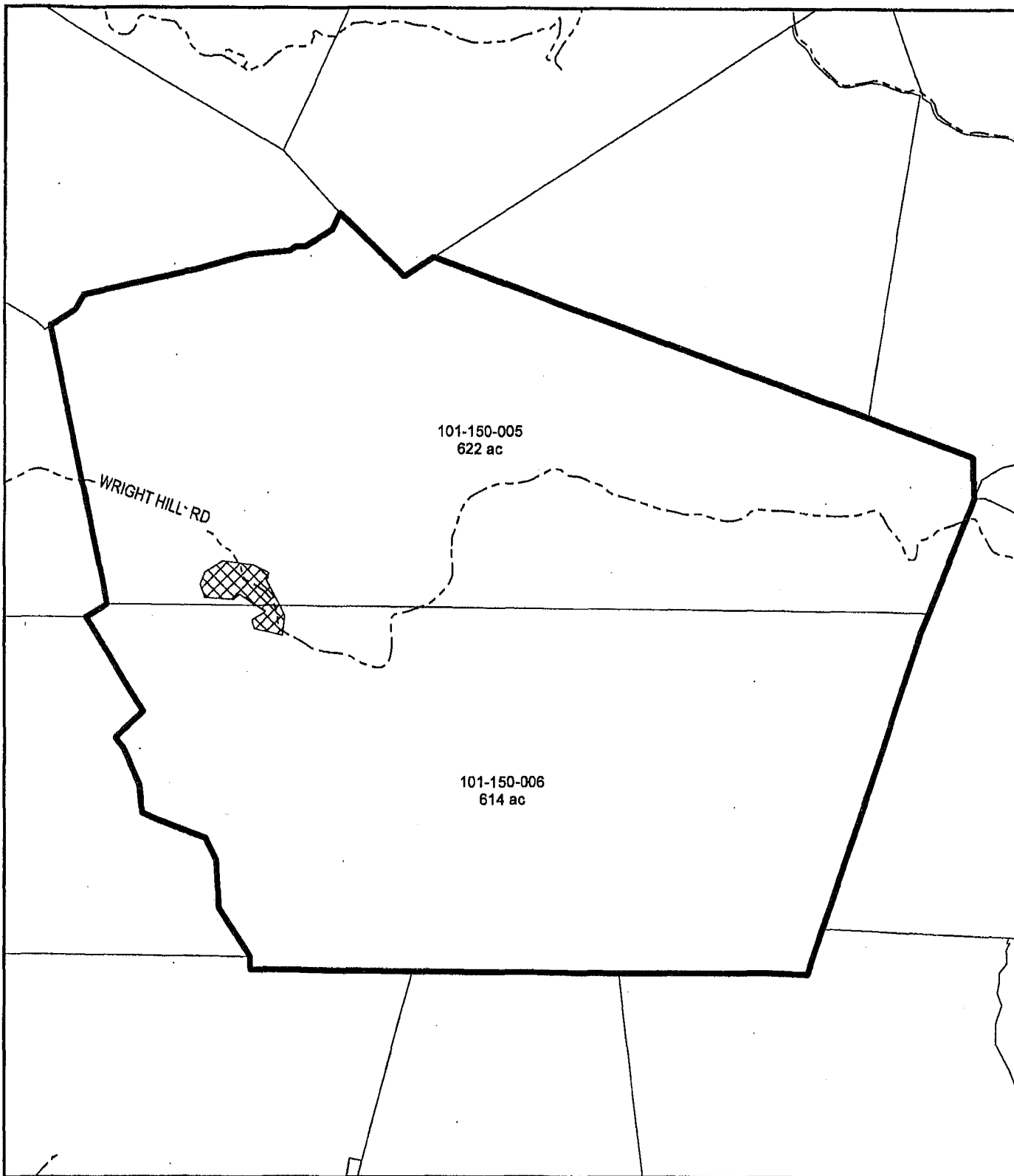
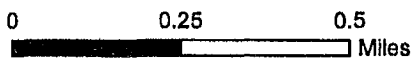


Exhibit B:
Wright Hill Ranch
Project Structure Map

- | | | |
|---|---|--|
|  Wright Hill Ranch |  Building Envelope |  Assessor Parcel |
|---|---|--|



Map Date: 7/28/2021
Sources: Ag & OS (property outline, building envelope); County GIS (parcels, roads)
This map displays GIS data for illustrative purposes only and is not intended to depict definitive property boundaries or feature locations.

**CERTIFICATE OF ACCEPTANCE
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT**
(Government Code Section 27281)

This is to certify that the interests in real property conveyed by the Conservation Easement Deed and Agreement dated _____, between the County of Sonoma, a political subdivision of the State of California ("Grantor"), and Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5 ("District"), is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution Nos. 21-0182 and 21-0183 of the Board of Directors, dated May 11, 2021, and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and Open Space District.

Dated: _____

8/10/21

By: _____

Lynda Hopkins, President
Board of Directors

ATTEST:

Darin Bartow, Deputy Clerk of the Board of Directors

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma

On August 10, 2021 before me, Darin Asa Bartow, Notary Public,

personally appeared Lynda Hopkins
who 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~~
~~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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

