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Preservation and Open Space District  
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DEED AND AGREEMENT  
BY AND BETWEEN  
THE CITY OF HEALDSBURG  
AND  
THE SONOMA COUNTY AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT  
CONVEYING A CONSERVATION EASEMENT  
AND  
ASSIGNING DEVELOPMENT RIGHTS

The City of Healdsburg ("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

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. 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. The DISTRICT's acquisition program remains in full compliance with the updated voter-approved Expenditure Plan.

C. In 1994, DISTRICT acquired a conservation easement over a portion of the Property (“the 1994 Easement”). The 1994 Easement was recorded in the Office of the Sonoma County Recorder on September 15, 1994 as Document No. 1994-0106860. The 1994 Easement expressly acknowledged the property owner’s right to convey the Property to the City of Healdsburg or other willing park or open space entity for purposes of a public park. GRANTOR and DISTRICT now desire to amend the 1994 Easement (1) to reflect that conveyance for park purposes, (2) to expand the 1994 Easement to encompass the entirety of the Property, (3) to clarify permitted natural resource management and recreation and educational uses, and (4) to clarify procedural provisions of the Easement. This Conservation Easement provides protections equal or greater than those provided by the 1994 Easement and constitutes an amendment to the 1994 Easement, executed in accordance with Civil Code sections 815 through 816.

D. On October 21, 2014, DISTRICT’s Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. 14-0423, that the acquisition of this Conservation Easement in the Property was consistent with the Sonoma County General Plan (specifically the Plan’s Open Space and Resource Conservation Element) because the Conservation Easement will preserve the largely open, scenic character of an important scenic landscape (OSRC-2), will protect and enhance natural habitats and diverse plant and animal communities (OSRC -7), and will provide opportunities for public outdoor recreation in a location convenient to urban areas (OSRC 17.1). By that same resolution, the DISTRICT’s Board of Directors determined that its acquisition of this Conservation Easement is consistent with the voter-approved Expenditure Plan.

E. This Conservation Easement will further the goals, objectives and policies of the following adopted local plans. Under the City of Healdsburg’s General Plan Land Use Section 1.4, a portion of the Property is identified as Conserved Open Space. The General Plan’s Scenic Resources Section 19.1 identifies Fitch Mountain as a scenic resource. Finally, in the General Plan’s Biological Resources Section 15.3 Fitch Mountain is identified as having considerable botanical and wildlife habitat. In addition, the City of Healdsburg’s Park and Open Space Master Plan calls for the City to manage properties acquired by the Open Space District on Fitch Mountain for nature preserves for wildlife and passive public use. The DISTRICT’s Connecting Communities and the Land, A Long-Range Acquisition Plan also identifies Fitch Mountain as a priority for preservation. Under the ‘Recreation and Education’ category, the Property fulfills the goal of providing hiking trails and scenic vistas in many directions. It is a Property of regional importance because of its high visibility and strategic location adjacent to Healdsburg and the Highway 101 urban corridor. Under the ‘Greenbelts and Scenic Hillsides’ category, the Property will protect a prominent, scenic, highly visible, and unique Property. Under the ‘Water, Wildlife, and Natural Areas’ category, the Property supports multiple wildlife species within a designated Priority Oak Woodland.

F. In 1994, DISTRICT acquired a conservation easement over a portion of the Property (“the 1994 Easement”). The 1994 Easement was recorded in the Office of the Sonoma County Recorder on September 15, 1994 as Instrument No. 1994-0106860, and was subsequently amended to modify the legal description of the lands subject thereto by that certain writing recorded with the Sonoma County Recorder on 11-18-14 [Date] as Instrument

No. 2014-082289. GRANTOR and DISTRICT now desire to amend, replace, and supersede the 1994 Easement, as amended, with this Conservation Easement (1) to enhance natural resource protections; (2) to clarify permitted natural resource management and recreation and educational uses; and (3) to clarify procedural provisions of the easement. This Conservation Easement provides protections equal to or greater than those provided by the 1994 Easement and supersedes the 1994 Easement in conformance with the requirements of California Public Resources Code Section 5540.

G. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Easement.

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 to 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 those rights which are specifically reserved by GRANTOR through this Easement.

**2. Conservation Values.** The Property is situated adjacent to the City of Healdsburg. It encompasses the upper slopes and the peak of the 991-foot high Fitch Mountain, a very prominent natural landmark. The Property is heavily forested, with few small clearings. Critical resources on the Property (collectively "the Conservation Values"), include open space, natural resources and wildlife habitat, scenic qualities, and recreational and educational opportunities. These include, but are not limited to the following:

**2.1 Natural Resources.** The Property has an extensive forested area, including oak woodland, and mixed oak/Douglas fir and redwood forest, which provides habitat for a wide variety of species. The Property has also been identified in the County's General Plan as an area with special species habitat. Protection of the Property will help protect the water quality and quantity of Russian River watershed. The Russian River is significant for natural resources because, among other things, it provides habitat for endangered steelhead and threatened Coho salmon.

**2.2 Scenic Values.** The Property encompasses the entire 991-foot peak of Fitch Mountain and its surrounding upper slopes. Fitch Mountain is very visible from a significant length of County-designated Scenic Corridor Highway 101. The Russian River, a County-

designated Waterway Trail, wraps around the base of Fitch Mountain on the north, east, and south sides. Fitch Mountain thus provides a prominent backdrop for recreational river users. In addition, Fitch Mountain is the most prominent natural feature seen from the city of Healdsburg, which borders it on the west side. The green forested area provides a natural backdrop to the city and contributes to its ambiance. Looking out from the Property, visitors may see Mt. St. Helena, the Mayacama Mountains, the Alexander Valley, and many other prominent features of Sonoma County.

**2.3 Recreation and Education.** The Property provides opportunities for passive outdoor public recreation and educational uses providing that such uses are compatible with the protection of the Property's natural resources. The Property provides opportunities for recreational activities and wildlife viewing in a natural area adjacent to the Healdsburg urban area.

**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: preservation and protection of natural resources and scenic views shall take precedence over preservation and protection of recreation and educational uses.

## **PART TWO: RESERVED AND RESTRICTED RIGHTS**

**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, and (iv) 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 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.

**4.5 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.

**5. GRANTOR's Reserved and Restricted Rights.** GRANTOR shall confine 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. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved, restricted or prohibited as set forth below. 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 allowed activities and uses, (ii) establishes specific prohibited activities and uses, and (iii) provides guidance for determining the consistency of similar activities and uses with this Easement, 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 and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

**5.1.2 Compliance with Terms, Conditions and Conservation Purpose of this Easement.** All activities and uses 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 and uses on the Property shall be undertaken in a manner that protects and preserves the Conservation Values.

5.1.4 Protection of Soil and Water. No activity or use on 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 in this Section 5, prior notice to or approval by DISTRICT is required, such notice shall be given or approval shall be obtained in accordance with Section 6 of this Easement.

5.1.6 Management Plan. GRANTOR intends to develop and implement, or cause to be developed and implemented, a Management Plan and a Trails Master Plan for the Property (both plans referred to hereinafter as "Management Plan"). The Management Plan may include designation of trails, nature and location of proposed park improvements, nature and location of proposed park uses, and other provisions for operation and management of the Property as a public park and open space preserve as GRANTOR deems appropriate. The Management Plan will be subject to review and approval by DISTRICT in accordance with Section 6.1 of the Easement. The Management Plan shall not be implemented on the Property until it has been approved by District. DISTRICT's review and approval of the Management Plan shall be based on the Management Plan's consistency with the terms, conditions and Conservation Purpose of this Easement

Once the Management Plan is approved by DISTRICT, uses and improvements described in that approved Management Plan shall be deemed to be consistent with the Conservation Purpose of this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT required notwithstanding any other provision in this Easement. All such uses and improvements shall be undertaken in accordance with the terms and conditions of this Easement and in compliance with all applicable laws and regulations.

The Management Plan may be amended, revised or updated from time to time provided that such amendment, revision or update shall be subject to DISTRICT's approval in accordance with Section 6.1 of this Easement. DISTRICT's review and approval of amendments, revisions and updates to the Management Plan shall be based on the amendment, revision or update's consistency with the terms, conditions and Conservation Purpose of this Easement.

**5.2 Land Uses.** Use of the Property is restricted solely to natural resource protection preservation, restoration and enhancement, and recreational and educational uses as defined in this Section 5.2. Residential, commercial, or industrial use of or activity on the Property is prohibited except for commercial use as reserved in Section 5.2.4.

5.2.1 Natural Resource Protection, Preservation, Restoration and Enhancement. GRANTOR reserves the right to 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.

- (a) Mitigation. The Property shall not be available to mitigate for environmental impacts of projects located on or off site.

**5.2.2 Recreational and Educational Use.** Subject to the provisions of Section 5.6, GRANTOR shall make the Property available to the public for passive outdoor recreational and educational uses. All outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection. As used in this Section 5.2.2, “passive outdoor recreational and educational uses” shall mean those recreational and educational activities typically associated with natural, undeveloped open space lands, and that are generally non-structured and require minimal or no developed facilities or improvements, such as walking, biking, jogging, hiking, dog walking, bird watching, nature viewing, picnicking, and public events that avoid impact to significant cultural and natural resources. No sound amplification is permitted on the Property. No artificial lighting is permitted on the Property except for safety lighting located within the “Park Improvement Areas” designated, as described below, that is described within an approved Management Plan. Permitted passive outdoor recreational and educational uses include, but are not limited to:

- (a) Walking, bicycling, jogging, hiking, bird watching, nature study, picnicking, and other such passive recreational and educational uses similar in nature.

- (b) Public or private special events, such as park celebration events, fundraising events, weddings, picnics, and other activities that promote the scenic values while respecting the conservation values of the property shall be permitted only as follows:

- i. Events with up to 25 people in attendance may occur on the Property without limitation on the number of events per year.
- ii. Events with up to 50 people in attendance may occur within the Park Improvement Areas designated within a Management Plan reviewed and approved in accordance with Section 6.1 (“Park Improvement Areas”), without limitation on the number of events per year.
- iii. Events with up to 150 people in attendance may occur on the Property within the “Park Improvement Areas” no more than 12 times per year. GRANTOR shall document date, event size, type and location of each such event. Such

documentation shall be made available to DISTRICT upon request.

- iv. Special events shall not result in any permanent alteration of the Property nor have any detrimental impact on the natural resources of the Property.

(c) Subject to the limitations of Section 5.2.2 (b)(iv), camping for groups of up to 25 people may be permitted as a special event within the Park Improvement Areas designated within the Management Plan only if and to the extent that GRANTOR can demonstrate that such uses are consistent with the preservation of natural resources and the Conservation Purpose of this Easement.

(d) Dogs shall be permitted on the Property only on trails designated by GRANTOR. All dogs shall remain on-leash at all times.

(e) GRANTOR may charge a nominal fee to cover costs directly associated with recreational and educational programs and use of the Property. DISTRICT reserves the right to request, and GRANTOR shall provide documentation of such costs.

5.2.3 Limited Agricultural Use (Grazing). GRANTOR reserves the right to graze livestock for purposes of vegetation and fire management in accordance with Section 5.5.4. Such grazing shall be undertaken in accordance with sound, generally accepted conservation practices, and in a manner that preserves the natural resources and open space character of the Property.

5.2.4 Commercial. GRANTOR reserves the right to use the Property for the following commercial uses in connection with use of the Property as a public park. Any revenue generated from commercial activities and uses shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and towards recreational and educational programs that take place on the Property. If revenues exceed the cost of operating, maintaining, restoring and enhancing the Property, excess revenues may be used for purposes of operation, maintenance, restoration and/or enhancement of park and open space properties owned by the City of Healdsburg and preserved by DISTRICT under a recorded conservation easement.

(a) Recreation and Education. Nominal fees may be charged for permitted recreational and educational uses in accordance with Section 5.2.2.

(b) Special Events and Fundraising. GRANTOR may use the Property for special public and private events in accordance with Section 5.2.2.(b).

(c) Ancillary Uses. Subject to DISTRICT approval, GRANTOR may, in connection with use of the Property for public recreational and educational purposes, undertake other minor ancillary commercial uses found to be consistent with the Management Plan and with Conservation Values of this Easement.

**5.3 Subdivision and Parcels.** GRANTOR and DISTRICT acknowledge and agree that the Property is now and shall always remain under one common ownership. GRANTOR shall not further 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.

5.3.1 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 by DISTRICT, GRANTOR may voluntarily convey a portion of the Property to a government or non-profit entity exclusively for conservation or public access purposes.

(b) Leases. Subject to prior written approval by DISTRICT, GRANTOR reserves the right to lease a portion(s) of the Property for the permitted grazing, recreational and educational uses described in Section 5.2.

5.3.2 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.

**5.4 Structures and Improvements** GRANTOR may repair, replace, construct, place and maintain structures and improvements on the Property only as provided below. At no time shall structures and improvements on the Property result in impervious surfaces on, cumulatively, more than .5 acres of the Property. Furthermore, no structure or improvement shall exceed 18 feet in height. Furthermore, at least ninety percent (90%) of the Property, by acreage, shall, at all times, remain undeveloped and free of any structure or improvement of any kind.

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, 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 Section 5.4.6.

**5.4.2 Improvements for Recreational and Educational Uses.** GRANTOR reserves the right to construct or place improvements associated with permitted public outdoor recreational and educational uses as set forth in this Section 5.4.2.

(a) **Minor Improvements.** GRANTOR may construct or place minor improvements associated with permitted public outdoor recreational and educational uses, including, but not limited to benches, drinking fountains, refuse and recycling containers and other similar minor improvements without further notice to or approval from DISTRICT.

(b) **Trails and Pathways.** GRANTOR may construct or place paved or permeable trails and pathways with prior written approval of DISTRICT.

(c) **Other Improvements.** GRANTOR may construct or place other improvements associated with public outdoor recreational and educational uses permitted under Section 5.2.2., that have not been approved in the Management Plan, including, but not limited to restrooms, safety lighting, public art location, play structures, picnic tables and other similar improvements only with prior written approval of DISTRICT. All such improvements shall be located within one or more "Park Improvement Areas" designated within a Master Plan reviewed and approved in accordance with Section 6.1.

**5.4.3 Access Roads.** Subject to prior written approval of DISTRICT, GRANTOR may construct new roads and reconstruct or expand existing roads provided that such roads (i) either are required for emergency vehicle access, or for permitted public recreation and educational use, and (ii) are the minimum necessary for such uses and activities. Roads 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 California Department of Fish and Game or other similar or successor entity. Roads constructed subsequent to this Easement may not be paved with asphalt, concrete or other impervious surface unless such paving is required by any federal, state or local law, code, ordinance or regulation. Roads that are abandoned, permanently closed and/or decommissioned shall be revegetated with native species, stabilized and ensured of proper drainage.

5.4.4 Fences and Gates. GRANTOR may construct, place and erect fencing and gates only as necessary for either permitted natural resource protection, preservation, restoration or enhancement, or permitted public recreational and educational use of the Property. Fencing must be the minimum necessary for such use. All fencing and gates must (a) preserve the scenic values of the Property; (b) not impede wildlife movement except in cases where necessary to protect the allowed natural resources preservation, restoration and enhancement, or recreational and educational uses described in this Easement and (c) comply with the DISTRICT's then current guidelines for fences on conservation lands. 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 5.4.4. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.4, GRANTOR shall remove such fencing or gate from the Property.

5.4.5 Utilities and Energy Resources. Subject to prior written approval of DISTRICT, GRANTOR may expand existing or develop or construct new underground utilities, including but not limited to electric power, septic or sewer, communication lines, and water storage and delivery systems provided that such utilities are directly required for permitted public recreational and educational uses of the Property and are reasonably scaled to serve only those uses.

5.4.6 Signs. GRANTOR reserves the right to construct signs as set forth in this Section 5.4.6. No sign shall be artificially illuminated.

(a) Without prior written notice or approval of DISTRICT, GRANTOR reserves the right to construct or place two signs not to exceed 16 square feet in size each in connection with permitted public recreation and educational uses.

(b) Without prior written notice or approval of DISTRICT, GRANTOR reserves the right to construct or place signs less than 6 square feet in size to (i) mark the boundary of the Property; (ii) provide directional, interpretive and educational information; and (iii) set forth park and/or local area rules or regulations applicable to use of the Property as a public 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.

(c) Subject to prior written approval of DISTRICT, GRANTOR may construct or place additional signs necessary or appropriate for permitted public recreation and educational uses, provided that any such additional 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.

**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. In connection with allowed uses, movement of over 12 cubic yards of material in any calendar year that is not included in an approved Management Plan is subject to prior District consent.

**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 in connection with (i) the maintenance, replacement, development and expansion of water storage and delivery systems allowed under Section 5.4.5, and (ii) the preservation, restoration and enhancement of natural resources allowed under Section 5.5.5. Subject to the limitations of this Section 5.5.2, GRANTOR reserves all rights and entitlements to use of surface and subsurface water as may exist under state or federal law.

**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 Fire Management.** GRANTOR reserves the right to undertake vegetation management activities for the purpose of fire control provided the techniques used minimize harm to native wildlife and plants and are in accordance with all applicable laws, and subject to District approval of a Fire Management Plan. Fire management methods are limited to:

- (a) Brush removal and mowing of the Property, or other methods of similar nature and intensity; and
- (b) Prescriptive burning undertaken in a manner consistent with the standards and requirements of the local fire protection agency having Jurisdiction; and
- (c) Limited grazing consistent with Section 5.2.3.

**5.5.5 Natural Resource Preservation, Restoration and Enhancement.** GRANTOR reserves the right to undertake natural resource conservation and restoration 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 all applicable laws.

**5.5.6 Native Vegetation and Tree Removal.** Harvesting, cutting, removal or destruction of any native vegetation and trees is prohibited, except as reasonably necessary (i) to control insects and disease, (ii) to prevent personal injury and property damage, (iii) within footprint of permitted public recreational and educational improvements, (iv) for the purpose of fire management, in accordance with Section 5.5.4; and (v) for natural resource management, including native seed collection and plant propagation for use on the Property as set forth in Section 5.5.5 of this Easement.

**5.5.7 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 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.

**5.5.8 Off-road Motorized Vehicle Use.** Use of motorized vehicles off roadways is prohibited, except for the minimum necessary in connection with permitted construction, maintenance, emergency access and property management activities.

**5.5.9 Dumping.** Dumping, releasing, burning or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited.

**5.5.10 Outdoor Storage.** Outdoor storage is prohibited except as provided in this section.

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

(b) **Storage of Construction Materials.** GRANTOR may store needed construction and other work materials outdoors during construction of permitted structures and improvements on the Property while work is in progress and for a period not to exceed thirty (30) days after completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of 180 days.

**5.6. Public Access Limitations.** GRANTOR and DISTRICT understand and agree that the Property will be developed for and will continue to be a public park and open space preserve in perpetuity. GRANTOR, however, reserves the right to 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.

### **PART THREE: 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 procedures in this Section 6 and Section 19 of this Easement to provide notice to DISTRICT or to obtain DISTRICT's approval. All notices and requests for approval shall include all information 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. 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 and DISTRICT acknowledge that within three years of the execution of this Easement it is GRANTOR's intent to prepare, or cause to be prepared, a Management Plan for the Property to define and guide future use and development of the Property. For purposes of this Easement, it is agreed that the Management Plan and any amendments, revisions or updates (collectively "Revisions") will be deemed sufficient for its purpose provided the plan identifies (a) all major components of proposed park use (including recreational, educational, and resource management use), (b) the nature of each proposed use and its intended location, (c) all proposed structures, and (d) all actions to be taken to protect natural resources. If GRANTOR desires to construct or place improvements for recreational and educational uses pursuant to Section 5.4.2(b), GRANTOR shall designate one or more areas for such improvements within the Management Plan ("Park Improvement Areas"). Park Improvement Areas shall not, cumulatively, exceed ten percent (10%) of the Property, by acreage. Pursuant to Section 5.1.7 of this Easement, such Management Plan and Revisions require DISTRICT's approval prior to their implementation. The Grantor reserves the rights to include any permitted uses and / or activities allowed under this Easement in the Management Plan.

**6.1.1 Standards for Approval.** DISTRICT's approval of the Management Plan and any Revisions shall be based solely upon its reasonable determination as to whether the Management Plan and Revisions are 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. GRANTOR shall use the following procedure to obtain DISTRICT's approval for the Management Plan and any Revisions:

6.1.2 Procedure for Approval. GRANTOR may, at its discretion, at any time, submit a Management Plan or Revisions to DISTRICT for its review and approval. DISTRICT shall have forty-five (45) days from the receipt of the Management Plan or Revisions, plus fourteen (14) days from any subsequent or follow up submittal, to review the Management Plan or Revisions and either approve the Management Plan or Revisions or notify GRANTOR of any objection thereto. DISTRICT's response, whether tentative approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Management Plan or Revisions, it shall state such objections in sufficient detail to enable GRANTOR to modify the Management Plan or Revisions so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.3 California Environmental Quality Act. In connection with any environmental review of the Management 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 made public under the statute, prior to adoption or certification of that environmental document.

6.1.4 District Approval of Master Plan. Upon DISTRICT's approval and GRANTOR's adoption of a Management Plan or Revisions, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, development, improvements and activities shall at all times remain subject to the substantive limitations of Section 5. Any update or amendment to the approved Management Plan or Revisions shall be subject to District approval.

**6.2 Uses/Activities Requiring Notice or Approval to DISTRICT.** In the absence of a Master Plan approved by DISTRICT, or for uses and activities not described in a Master Plan 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.

6.2.1 Standards for Approval. 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 and whether the request is complete and accurate. 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.

6.2.2 Procedure for Giving 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.

6.2.3 Procedure for Obtaining 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 for approval 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.

6.2.4 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 arbitration under Section 13.

6.2.5 Uses Not Expressly Addressed. In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly reserved 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 reserved 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 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 (it being the intent of this provision to limit GRANTOR's indemnity to the proportionate part of DISTRICT's damage, liability, claim or expense for which GRANTOR is responsible); 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. 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. The Baseline Report will be supplemented through periodic monitoring reports as the DISTRICT performs its regular monitoring of the Property.

**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, and (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. 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 to DISTRICT 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.

All liquidated damages assessed under this Section 10.3 shall be paid to DISTRICT.

**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. Limitations on Liability.**

**11.1 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 prevented in the exercise of due care, 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.

**11.2 Lawful Exercise of Pre-Existing Rights.** 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 a third party's lawful exercise of its own rights under a valid and enforceable easement, encumbrance, reservation or restriction recorded on the Property prior to and existing as of the time of the recordation of this Easement and surviving as of the time of the injury or change in the Property.

**11.3 Retention of Remedies Against Third Parties.** Nothing contained in this Easement shall, in any way, limit any remedy against third parties available to GRANTOR or to DISTRICT under this Easement, Civil Code sections 815 *et seq.* or any other applicable local, state or federal law.

**11.4 No Intended Third Party Beneficiaries.** This Agreement is made and entered into for the purposes described herein and for the benefit of the GRANTOR and the DISTRICT, and their respective successors and assigns. The parties hereto do not intend to create any third party beneficiaries to this Agreement. It is the intent of the parties that no other person or entity shall have any right of action or remedy based upon, nor any right to seek enforcement of, any provision in this Agreement, except as may otherwise be provided by law

**12. Arbitration.** If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with any activity or use that is the subject of the dispute pending resolution of the dispute, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, a proper court, on petition of any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 *et seq.*, or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of the State of California shall be the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and

for all its costs and expenses related to such arbitration, including, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys' fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

### **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 accordance with 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. Unless otherwise agreed upon by the parties in writing at the time of condemnation all compensation received shall be paid to DISTRICT, except such sums as are directly attributable to improvements made on the Property by GRANTOR after the date of this Easement, which sums shall be paid to GRANTOR, provided that the improvements were not made or funded by DISTRICT and further provided that the improvements do not constitute a breach of this Easement.

### **PART FOUR: MISCELLANEOUS**

**14. Approvals.** Whenever in this Easement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned 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. This Easement is intended and shall be construed to supersede the 1994 Easement.

**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 attach a copy of this Easement to any such instrument. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least ten (10) days prior to any such conveyance. 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:           Assistant City Manager  
                                  City of Healdsburg  
                                  401 Grove St.  
                                  Healdsburg, CA 95448  
                                  Fax: 707-431-3321

To DISTRICT:       General Manager  
Sonoma County Agricultural Preservation and Open Space District  
747 Mendocino Avenue, Suite 100  
Santa Rosa, CA 95401  
Fax : 707-565-7359

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 personally delivered to the recipient, notice is effective on delivery.
- (b) 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.
- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt as confirmed by the return receipt.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery as confirmed by the delivery service.
- (e) When sent by telex or fax to the last telex 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 telex 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.

**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 and California Public Resources Code section 5540, 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. Pronoun Number and Gender.** Whenever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

**26. GRANTOR and DISTRICT.** Wherever used herein, the terms GRANTOR and DISTRICT, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its heirs, successors, and assigns, including any persons claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

**27. 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 duly authorized representatives.

**28. 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.

**29. 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.

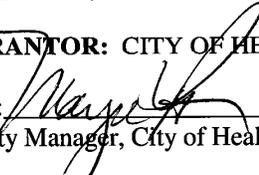
**30. Estoppel Certificates.** DISTRICT shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, 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.

**31. 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.

**32. 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 12<sup>th</sup> day of November, 2014.

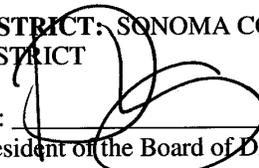
**GRANTOR: CITY OF HEALDSBURG**

By:   
City Manager, City of Healdsburg

*Marjie Pettus*

ATTEST:   
City Clerk

**DISTRICT: SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

By:   
President of the Board of Directors

*David Rabbitt*

ATTEST: *Veronica A. Ferguson*  
*by Roxanne Epstein*  
Clerk of the Board of Directors

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

State of California \_\_\_\_\_

County of Sonoma \_\_\_\_\_

On \_\_November 13, 2014\_\_\_\_\_ before me, \_\_\_\_Courtney Triola\_\_\_\_\_,  
Notary Public (here insert name and title of the officer), personally appeared Marjie Pettus, who proved to  
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and  
that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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

(Seal)



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On Nov 12, 2014 before me, Sandra L. Faus, Notary Public  
(Here insert name and title of the officer)

personally appeared David Rabbitt

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~~ 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.

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.

Sandra L Faus  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Deed & Agmt Between City of Healdsburg and  
(Title or description of attached document)

SCAPOS D for Conservation Easement  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 11/12/2014

Board Reso 14-0423, 10/21/2014  
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other President SCAPOS D

- INSTRUCTIONS FOR COMPLETING THIS FORM
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:

BEING A PORTION OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1996 0001078 AND 1996-001079 BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT FOUND 1/2" IRON PIPE AND TAG LS 3216 MARKING THE NORTHWEST CORNER OF LOT 18, BLOCK A OF THE CAMP ROSE SUBDIVISION AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS AT PAGE 10 SONOMA COUNTY RECORDS; THENCE NORTH 31 DEGREES 53 MINUTES 04 SECONDS WEST, 1132.06 FEET TO A SET IRON PIPE, SAID PIPE BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; SAID POINT OF BEGINNING ALSO MARKING A POINT ON THE WESTERLY LINE OF PARCEL ONE OF EXHIBIT "A" CONTAINED IN THAT DEED AND AGREEMENT CONVEYING A CONSERVATION EASEMENT AND ASSIGNING DEVELOPMENT RIGHTS RECORDED AS DOCUMENT NO. 1994-0106860 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE LEAVING SAID WESTERLY LINE SOUTH 58 DEGREES 59 MINUTES 23 SECONDS EAST, 750 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996 0070434 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS, SOUTHWESTERLY 200 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER COMMON TO LAST SAID LANDS AND THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996 0070435 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS, SOUTHWESTERLY 80 FEET, MORE OR LESS TO THE NORTHWESTERLY CORNER COMMON TO LAST SAID LANDS AND THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996 0070436 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF LAST SAID LANDS SOUTH 246 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF LAST SAID LANDS, SAID CORNER ALSO MARKING A POINT ON THE SOUTHERLY LINE OF THE ABOVE MENTIONED LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP; THENCE ALONG SAID SOUTHERLY LINE SOUTH 80 DEGREES 04 MINUTES WEST, 173 FEET, MORE OR LESS TO THE NORTHEASTERLY CORNER OF LOT 10, BLOCK B AS SHOWN AND DELINEATED ON THAT MAP SUBDIVISION CAMP ROSE, FILED IN BOOK 21 OF MAPS, AT PAGE 6 SONOMA COUNTY RECORDS; THENCE LEAVING SAID SOUTHERLY LINE NORTH 9 DEGREES 56 MINUTES WEST, 50.00 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL ONE OF SAID CONSERVATION EASEMENT; THENCE ALONG THE EASTERLY LINE OF LAST SAID CONSERVATION EASEMENT NORTH 20 DEGREES 23 MINUTES 38 SECONDS WEST, 903.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 80 DEGREES 04 MINUTES 00 SECONDS EAST BETWEEN FOUND IRON PIPE MONUMENTS MARKING THE NORTHERLY LINE OF BLOCK A, CAMP ROSE SUBDIVISION AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS.

APN: 087-130-002-000

PARCEL TWO:

ALL THOSE LANDS DESCRIBED IN THAT DEED TO THE RATCHFORD FAMILY LIMITED PARTNERSHIP (IN COMPLIANCE WITH COUNTY OF SONOMA FILE NO. LLA 96 003) RECORDED AS DOCUMENT NO. 1996 0070434 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS.

APN: 087-140-037-000 (PORTION)

PARCEL THREE:

ALL THOSE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP (IN COMPLIANCE WITH COUNTY OF SONOMA FILE NO. LLA 96 004) AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996-0070435 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS.

APN: 087-140-037-000 (PORTION)

PARCEL FOUR:

ALL THOSE LANDS OF THE ZELMA RATCHFORD TRUST AS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED AS DOCUMENT NO. 1996-0021559 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS.

APN: 087-140-037-000 (PORTION)

TRACT TWO:

BEING A PORTION OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1996 0001078 AND 1996 0001079 BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT FOUND 1/2" IRON PIPE AND TAG LS 3216 MARKING THE NORTHWEST CORNER OF LOT 18, BLOCK A OF THE CAMP ROSE SUBDIVISION AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS; THENCE NORTH 31 DEGREES 53 MINUTES 04 SECONDS WEST, 1132.06 FEET TO A SET IRON PIPE, SAID PIPE BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; SAID POINT OF BEGINNING ALSO MARKING A POINT ON THE WESTERLY LINE OF PARCEL ONE OF EXHIBIT "A" CONTAINED IN THAT DEED AND AGREEMENT CONVEYING A CONSERVATION EASEMENT AND ASSIGNING DEVELOPMENT RIGHTS RECORDED AS DOCUMENT NO. 19940106860 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE LEAVING SAID WESTERLY LINE NORTH 50 DEGREES 43 MINUTES 22 SECONDS EAST, 113.77 FEET TO A SET IRON PIPE; THENCE NORTH 33 DEGREES 36 MINUTES 54 SECONDS WEST,

470.66 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL ONE OF SAID CONSERVATION EASEMENT; THENCE LEAVING SAID WESTERLY LINE NORTH 83 DEGREES 36 MINUTES 24 SECONDS EAST, 236.38 FEET TO A POINT MARKING THE CENTERLINE OF 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: SOUTH 75 DEGREES 37 MINUTES 20 SECONDS EAST, 34.51 FEET; THENCE NORTH 82 DEGREES 49 MINUTES 39 SECONDS EAST, 44.76 FEET; THENCE SOUTH 84 DEGREES 22 MINUTES 57 SECONDS EAST, 60.79 FEET TO A SET 80 PENNY SPIKE, NOT TAGGED; THENCE SOUTH 45 DEGREES 43 MINUTES 59 SECONDS EAST, 227.74 FEET TO A SET 80 PENNY SPIKE, NOT TAGGED; THENCE SOUTH 76 DEGREES 50 MINUTES 43 SECONDS EAST, 168.64 FEET THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 47 MINUTES 16 SECONDS, FOR A LENGTH OF 145.72 FEET; THENCE SOUTH 42 DEGREES 03 MINUTES 27 SECONDS EAST, 52.75 FEET; THENCE SOUTH 27 DEGREES 49 MINUTES 41 SECONDS EAST, 47.26 FEET TO A SET IRON PIPE; THENCE LEAVING SAID CENTERLINE SOUTH 49 DEGREES 08 MINUTES 43 SECONDS EAST, 342 FEET, MORE OR LESS TO THE MOST NORTHERLY CORNER OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996-0070432 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS SOUTHWESTERLY 230 FEET, MORE OR LESS TO THE NORTHWESTERLY CORNER TO LAST SAID LANDS AND THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996-0070433 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS SOUTHWESTERLY 210 FEET, MORE OR LESS TO THE NORTHWESTERLY CORNER COMMON TO LAST SAID LANDS AND THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996 0070434 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE LEAVING SAID COMMON CORNER NORTH 58 DEGREES 59 MINUTES 23 SECONDS WEST, 750 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 80 DEGREES 04 MINUTES 00 SECONDS EAST BETWEEN FOUND IRON PIPE MONUMENTS MARKING THE NORTHERLY LINE OF BLOCK A CAMP ROSE SUBDIVISION AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS.

APN: 087-130-003-000

PARCEL TWO:

ALL THOSE LANDS DESCRIBED IN THAT DEED TO THE RATCHFORD FAMILY LIMITED PARTNERSHIP (IN COMPLIANCE WITH COUNTY OF SONOMA FILE NO. LLA 96-001) RECORDED AS DOCUMENT NO. 1996-0070432 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS.

APN: 087-140-038-000 (PORTION)

PARCEL THREE:

ALL THOSE LANDS DESCRIBED IN THAT DEED TO THE RATCHFORD FAMILY LIMITED PARTNERSHIP (IN COMPLIANCE WITH COUNTY OF SONOMA FILE NO. LLA 96-002) RECORDED AS DOCUMENT NO. 1996-0070433 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS.

APN: 087-140-038-000 (PORTION)

TRACT THREE:

BEING A PORTION OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1996-0001078 AND 1996001079 BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" IRON PIPE AND TAG LS 3216 MARKING THE NORTHWEST CORNER OF LOT 18, BLOCK A OF THE CAMP ROSE SUBDIVISION AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS; THENCE NORTH 5 DEGREES 48 MINUTES 37 SECONDS EAST, 1097.02 FEET TO A SET IRON PIPE, SAID PIPE MARKING AN ANGLE POINT IN THE CENTERLINE OF A 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID CENTERLINE NORTH 82 DEGREES 15 MINUTES 51 SECONDS EAST, 409.82 FEET TO A SET IRON PIPE; THENCE SOUTH 77 DEGREES 29 MINUTES 56 SECONDS EAST, 125 FEET, MORE OR LESS TO THE MOST WESTERLY CORNER OF THE LANDS OF THE COUNTY OF SONOMA, AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 19920118630 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF LAST SAID LANDS SOUTH 77 DEGREES 29 MINUTES 56 SECONDS EAST (SOUTH 76 DEGREES 15 MINUTES EAST, DEED), 160.00 FEET TO THE MOST SOUTHERLY CORNER OF LAST SAID LANDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS NORTH 12 DEGREES 30 MINUTES 04 SECONDS EAST (NORTH 13 DEGREES 45 MINUTES 00 SECONDS EAST, DEED), 100 FEET TO THE MOST EASTERLY CORNER OF SAID LANDS; THENCE LEAVING SAID LANDS NORTH 48 DEGREES 27 MINUTES 03 SECONDS EAST, 178.7 FEET, MORE OR LESS TO THE MOST SOUTHERLY CORNER OF LOT 122, BLOCK A, AS SHOWN AND DELINEATED ON THAT MAP ENTITLED "DEL RIO WOODS SUBDIVISION NO. 2" FILED IN BOOK 47 OF MAPS, AT PAGE 7, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT NORTH 79 DEGREES 48 MINUTES 28 SECONDS EAST (NORTH 80 DEGREES 55 MINUTES EAST, MAP), 100.00 FEE TO THE MOST EASTERLY CORNER OF SAID LOT, SAID CORNER ALSO MARKING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF FITCH MOUNTAIN HIGHWAY AS SHOWN AND DELINEATED ON LAST SAID SUBDIVISION MAP; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE WESTERLY RIGHT OF WAY OF FITCH MOUNTAIN ROAD AS SHOWN AND DELINEATED ON THAT "PLAN AND PROFILE OF THE FITCH MOUNTAIN ROAD, SONOMA COUNTY HIGHWAY SYSTEM" FILED IN BOOK 44 OF MAPS, AT PAGE 49, SONOMA COUNTY RECORDS, 738 FEET, MORE OR LESS TO THE MOST EASTERLY CORNER OF THE LANDS OF THE ZELMA RATCHFORD TRUST, AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996 0021562 OR OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LANDS NORTHWESTERLY 198 FEET, MORE OR LESS TO THE MOST NORTHERLY CORNER OF SAID LANDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS EASTERLY 206 FEET, MORE OR LESS TO THE MOST WESTERLY CORNER OF LAST SAID LANDS, SAID CORNER ALSO MARKING A POINT ON THE NORTHEASTERLY LINE OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1996 0070432 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS 119 FEET, MORE OR LESS TO THE MOST NORTHERLY CORNER OF LAST SAID LANDS; THENCE LEAVING LAST SAID LANDS NORTH 49 DEGREES 08 MINUTES 43 SECONDS WEST, 342 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 80 DEGREES 04 MINUTES 00 SECONDS EAST BETWEEN FOUND IRON PIPE MONUMENTS MARKING THE NORTHERLY LINE OF BLOCK A, CAMP ROSE SUBDIVISION AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS.

APN: 087-110-007-000

TRACT FOUR:

BEING A PORTION OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1996 0001078 AND 1996-001079 BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" IRON PIPE AND TAG LS 3216 MARKING THE NORTHWEST CORNER OF LOT 18, BLOCK A OF THE CAMP ROSE SUBDIVISION AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS; THENCE NORTH 5 DEGREES 48 MINUTES 37 SECONDS EAST, 1097.02 FEET TO A SET IRON PIPE, SAID PIPE MARKING AN ANGLE POINT IN THE CENTERLINE OF A 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES AND ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID CENTERLINE NORTH 5 DEGREES 54 MINUTES 13 SECONDS EAST, 327.02 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE SOUTHWEST CORNER OF THE LANDS OF DREW AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 86 109512 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS, SAID PIN ALSO MARKING THE SOUTHWEST CORNER OF THE LANDS KENNEALLY AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY, FILED IN BOOK 356 OF MAPS, AT PAGE 40, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS DREW NORTH 15 DEGREES 06 MINUTES 24 SECONDS EAST (NORTH 16 DEGREES 21 MINUTES 20 SECONDS EAST, MAP), 35.00 FEET TO A SET IRON PIPE IN THE CENTERLINE OF AN EXISTING 8 FOOT WIDE DIRT ROAD; THENCE ALONG THE CENTERLINE OF SAID DIRT ROAD THE FOLLOWING COURSES: NORTH 70 DEGREES 05 MINUTES 34 SECONDS WEST, 111.78 FEET; THENCE NORTH 84 DEGREES 44 MINUTES 36 SECONDS WEST, 90.84 FEET; THENCE SOUTH 77 DEGREES 45 MINUTES 10 SECONDS WEST, 48.70 FEET; THENCE NORTH 84 DEGREES 24 MINUTES 40 SECONDS WEST, 133.51 FEET; THENCE LEAVING SAID CENTERLINE NORTH 30 DEGREES 01 MINUTES 07 SECONDS WEST, 108.09 FEET TO A POINT IN THE CENTERLINE OF SAID 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES; THENCE ALONG LAST SAID CENTERLINE THE FOLLOWING COURSES: THENCE SOUTH 74 DEGREES 53 MINUTES 10 SECONDS WEST, 145.61 FEET; THENCE SOUTH 52 DEGREES 26 MINUTES 01 SECONDS WEST, 131.78 FEET; THENCE SOUTH 31 DEGREES 26 MINUTES 55 SECONDS WEST, 27.26 FEET; THENCE SOUTH 75 DEGREES 37 MINUTES 20 SECONDS EAST, 34.51 FEET; THENCE NORTH 82 DEGREES 49 MINUTES 39 SECONDS EAST, 44.76 FEET; THENCE SOUTH 84 DEGREES 22 MINUTES 57 SECONDS EAST, 60.79 FEET TO A SET 80 PENNY SPIKE, NOT TAGGED; THENCE SOUTH 45 DEGREES 43 MINUTES 59 SECONDS EAST, 227.74 FEET TO A SET 80 PENNY SPIKE, NOT TAGGED; THENCE SOUTH 76 DEGREES 50 MINUTES 43 SECONDS EAST, 168.64 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 34 DEGREES 47 MINUTES 16 SECONDS, FOR A LENGTH OF 145.72 FEET; THENCE SOUTH 42 DEGREES 03 MINUTES 27 SECONDS EAST, 52.75 FEET; THENCE SOUTH 27 DEGREES 49 MINUTES 41 SECONDS EAST, 47.26 FEET CONTINUING TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 80 DEGREES 04 MINUTES 00 SECONDS EAST BETWEEN FOUND IRON PIPE MONUMENTS MARKING THE NORTHERLY LINE OF BLOCK A, CAMP ROSE SUBDIVISION AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS.

APN: 087-110-009-000

TRACT FIVE:

BEING A PORTION OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1996 0001078 AND 1996-0001079 BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE SOUTHWEST CORNER OF THE LANDS OF DREW AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 86 109512 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS SAID PIN ALSO MARKING THE SOUTHWEST CORNER OF THE LANDS OF KENNEALLY AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 356 OF MAPS, AT PAGE 40, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS OF DREW NORTH 15 DEGREES 06 MINUTES 24 SECONDS EAST (NORTH 16 DEGREES 21 MINUTES 20 SECONDS EAST, MAP), 35.00 FEET TO A SET IRON PIPE IN THE CENTERLINE OF AN EXISTING 8 FOOT WIDE DIRT ROAD; THENCE ALONG THE CENTERLINE OF SAID DIRT ROAD THE FOLLOWING COURSES: NORTH 70 DEGREES 05 MINUTES 34 SECONDS WEST, 111.78 FEET; THENCE NORTH 84 DEGREES 44 MINUTES 36 SECONDS WEST, 90.84 FEET; THENCE SOUTH 77 DEGREES 45 MINUTES 10 SECONDS WEST' 48.70 FEET; THENCE NORTH 84 DEGREES 24 MINUTES 40 SECONDS WEST, 133.51 FEET; THENCE LEAVING SAID CENTERLINE NORTH 30 DEGREES 01 MINUTES 07 SECONDS WEST, 108.09 FEET TO A POINT IN THE CENTERLINE OF A 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES; THENCE ALONG LAST SAID CENTERLINE THE FOLLOWING COURSES ALONG A CURVE TO THE LEFT WHOSE CENTER BEARS NORM 15 DEGREES 06 MINUTES 50 SECONDS WEST, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 23 SECONDS, FOR A LENGTH OF 68.90 FEET; THENCE NORTH 28 DEGREES 26 MINUTES 47 SECONDS EAST, 41.83 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 32 DEGREES 06 MINUTES 14 SECONDS, FOR A LENGTH OF 39.22 FEET; THENCE LEAVING SAID CENTERLINE NORTH 51 DEGREES EAST, 180 FEET, MORE OR LESS TO THE SOUTHWESTERLY CORNER OF THE LANDS OF REDWOOD EMPIRE TITLE COMPANY AS DESCRIBED IN THAT DEED RECORDED IN BOOK 2296 OF OFFICIAL RECORDS, AT PAGE 819 SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF LAST SAID LANDS EAST 370 FEET, MORE OR LESS TO THE SOUTHEASTERLY CORNER OF LAST SAID LANDS; SAID CORNER ALSO MARKING A POINT ON THE SOUTHWESTERLY LINE OF BLOCK H AS SHOWN AND DELINEATED ON THAT "PLAT OF DEL RIO WOODS SUBDIVISION NO. 6" FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS; THENCE LEAVING SAID SOUTHEASTERLY CORNER AND ALONG SAID SOUTHWESTERLY LINE SOUTH 40 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 39 DEGREES 18 MINUTES EAST, MAP), 61 FEET, MORE OR LESS TO AN ANGLE POINT IN LOT 9 OF SAID BLOCK H. SAID ANGLE POINT MARKING THE WESTERLY TERMINUS OF THE COURSE IDENTIFIED AS NORTH 65 DEGREES 03 MINUTES WEST, 75.0 FEET ON SAID MAP; THENCE LEAVING SAID BLOCK H SOUTH 21 DEGREES 54 MINUTES 44 SECONDS WEST, 187.30 FEET TO A SET IRON PIPE ON THE NORTHERLY LINE OF SAID LANDS OF DREW FROM WHICH A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING THE NORTHWESTERLY

CORNER OF SAID LANDS OF KENNEALLY AND DREW BEARS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST (NORTH 73 DEGREES 22 MINUTES 40 SECONDS WEST, MAP), 104.35 FEET; THENCE ALONG SAID NORTHERLY LINE NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST, 104.35 FEET TO SAID FOUND 3/4" IRON PIPE; THENCE ALONG THE WESTERLY LINE OF LAST SAID LANDS SOUTH 15 DEGREES 06 MINUTES 24 SECONDS WEST, 173.71 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 80 DEGREES 04 MINUTES 00 SECONDS EAST BETWEEN FOUND IRON PIPE MONUMENTS MARKING THE NORTHERLY LINE OF BLOCK A, CAMP ROSE SUBDIVISION AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS.

APN: 087-110-010-000

TRACT SIX:

BEING A PORTION OF THE LANDS OF THE RATCHFORD FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1996 0001078 AND 1996 0001079 BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL THOSE LANDS CONTAINED WITHIN PARCEL ONE OF EXHIBIT "A" AS DESCRIBED IN THAT DEED AND AGREEMENT CONVEYING A CONSERVATION EASEMENT AND ASSIGNING DEVELOPMENT RIGHTS RECORDED AS DOCUMENT NO. 1994-0106860 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS.

APN: 087-110-012-000 (PORTION), 087-120-001-000 (PORTION), 087-130-004-000 (PORTION), 087-220-001-000

PARCEL TWO:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 38, BLOCK F AS SHOWN AND DELINEATED ON THAT MAP ENTITLED "PLAT OF DEL RIO WOODS SUBDIVISION NO. 4" FILED IN BOOK 48 OF MAPS, AT PAGE 32, SONOMA COUNTY RECORDS, SAID CORNER ALSO MARKING AN ANGLE POINT IN THE NORTHERLY LINE OF PARCEL ONE HEREIN DESCRIBED; THENCE LEAVING SAID NORTHERLY LINE AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 38, BLOCK F NORTH 6 DEGREES 13 MINUTES EAST,

100.0 FEET TO A POINT ON THE SOUTHERLY LINE OF RIVER VIEW DRIVE AS SHOWN AND DELINEATED ON SAID PLAT OF DEL RIO WOODS SUBDIVISION NO. 4; THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID RIVER VIEW DRIVE THE FOLLOWING COURSES: SOUTH 83 DEGREES 47 MINUTES EAST, 16.0 FEET; THENCE NORTH 6 DEGREES 13 MINUTES EAST 30.0 FEET TO THE SOUTHEASTERLY CORNER OF LOT 31, BLOCK E AS SHOWN AND DELINEATED ON SAID PLAT OF DEL RIO WOODS SUBDIVISION NO. 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 31, BLOCK E NORTH 6 DEGREES 54 MINUTES EAST, 83.30 FEET TO A POINT THE SOUTHERLY LINE OF LOT 25, BLOCK A AS SHOWN AND DELINEATED ON THAT MAP ENTITLED "DEL RIO WOODS SUBDIVISION NO. 2" FILED IN BOOK 47 OF MAPS, AT PAGE 7, SONOMA COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID BLOCK A THE FOLLOWING COURSES: SOUTH 76 DEGREES 27 MINUTES EAST, 9.53 FEET, MORE OR LESS; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 625 FEET, A CENTRAL ANGLE OF 18 DEGREES 35 MINUTES, FOR A LENGTH OF 202.7 FEET; THENCE NORTH 84 DEGREES 58 MINUTES EAST,

26.69 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 375 FEET, A CENTRAL ANGLE OF 9 DEGREES, FOR A LENGTH OF 58.91 FEET; THENCE SOUTH 76 DEGREES 02 MINUTES EAST, 254.78 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1125 FEET, A CENTRAL ANGLE OF 6 DEGREES 22 MINUTES, FOR A LENGTH OF 125.01 FEET; THENCE NORTH 87 DEGREES 36 MINUTES EAST, 150.5 FEET TO THE SOUTHERLY CORNER COMMON TO LOT 10, BLOCK A OF SAID SUBDIVISION NO. 2 AND LOT 9, BLOCK A AS SHOWN AND DELINEATED ON THAT MAP ENTITLED "DEL RIO WOODS SUBDIVISION NO. 1", FILED IN BOOK 46 OF MAPS, AT PAGE 27, SONOMA COUNTY RECORDS; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF BLOCK A OF SAID DEL RIO WOODS SUBDIVISION NO. 1 THE FOLLOWING COURSES: NORTH 87 DEGREES 36 MINUTES EAST, 117.51 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 175 FEET, A CENTRAL ANGLE OF 12 DEGREES 32 MINUTES, FOR A LENGTH OF 38.28 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 6, BLOCK A OF SAID DEL RIO WOODS SUBDIVISION NO. 1, SAID POINT ALSO MARKING THE MOST NORTHERLY CORNER OF LOT 53, BLOCK C AS SHOWN AND DELINEATED ON THAT MAP ENTITLED "PLAT OF DEL RIO WOODS SUBDIVISION NO. 3", FILED IN BOOK 48 OF MAPS, AT PAGE 30, SONOMA COUNTY RECORDS; THENCE LEAVING THE SOUTHERLY LINE OF LAST SAID BLOCK A AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 53, BLOCK C, SOUTH 29 DEGREES 15 MINUTES WEST, 165.45 FEET TO MOST WESTERLY CORNER OF SAID LOT 53, SAID CORNER ALSO MARKING A POINT ON THE NORTHEASTERLY LINE OF RIVER VIEW DRIVE AS SHOWN AND DELINEATED ON SAID PLAT OF DEL RIO WOODS SUBDIVISION NO. 3; THENCE ALONG THE NORTHERLY AND NORTHWESTERLY LINES OF SAID RIVER VIEW DRIVE THE FOLLOWING COURSES: NORTH 59 DEGREES 21 MINUTES WEST, 21.10 FEET; THENCE SOUTH 30 DEGREES 39 MINUTES WEST, 30.0 FEET TO THE MOST NORTHERLY CORNER OF LOT 62, BLOCK D OF SAID PLAT OF DEL RIO WOODS SUBDIVISION NO. 3; THENCE NORTH 59 DEGREES 21 MINUTES WEST, 40 FEET, MORE OR LESS, TO A POINT MARKING THE MOST EASTERLY CORNER OF THAT PARCEL CONVEYED TO THE FITCH MOUNTAIN WATER COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED SEPTEMBER 6, 1962 IN BOOK 1911 OF OFFICIAL RECORDS, AT PAGE 906, SONOMA COUNTY RECORDS; THENCE SOUTH 23 DEGREES 09 MINUTES WEST, 100.87 FEET, MORE OR LESS TO A POINT MARKING THE MOST WESTERLY CORNER OF LOT 62 IN SAID BLOCK D; THENCE ALONG THE SOUTHWESTERLY AND SOUTHERLY LINES OF SAID BLOCK D THE FOLLOWING COURSES: SOUTH 45 DEGREES 40 MINUTES WEST, 103.54 FEET; THENCE SOUTH 59 DEGREES 21 MINUTES EAST, 24.0 FEET; THENCE SOUTH 38 DEGREES 29 MINUTES EAST, 83.74 FEET; THENCE SOUTH 28 DEGREES 39 MINUTES EAST, 69.96 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 125.0 FEET, A CENTRAL ANGLE OF 112 DEGREES 54 MINUTES, FOR A LENGTH OF 246.31 FEET; THENCE NORTH 38 DEGREES 27 MINUTES EAST, 134.33 FEET; THENCE SOUTH 51 DEGREES 05 MINUTES EAST, 239.86 FEET; THENCE NORTH 39 DEGREES 01 MINUTES EAST, 99.47 FEET TO THE MOST EASTERLY CORNER OF LOT 43, BLOCK D OF SAID DEL RIO WOODS SUBDIVISION NO. 3, SAID CORNER ALSO MARKING AN ANGLE POINT IN THE SOUTHERLY LINE OF OAK DRIVE AS SHOWN AND DELINEATED ON SHEET 4 OF THAT MAP ENTITLED "DEL RIO WOODS SUBDIVISION NO. 2", FILED IN BOOK 47 OF MAPS, AT PAGE 7, SONOMA COUNTY RECORDS, SAID ANGLE POINT BEING AT THE SOUTHEASTERLY TERMINUS OF THE COURSE IDENTIFIED AS SOUTH 50 DEGREES 59 MINUTES EAST, 48.62 FEET; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF LAST SAID OAK DRIVE THE FOLLOWING COURSES: NORTH 81 DEGREES 06 MINUTES EAST, 212.81 FEET; THENCE SOUTH 42 DEGREES 36 MINUTES EAST, 117.67 FEET; THENCE SOUTH 9 DEGREES 30 MINUTES EAST, 219.87 FEET; THENCE LEAVING LAST SAID SOUTHERLY AND WESTERLY LINES SOUTH 42 DEGREES 31 MINUTES 58 SECONDS EAST, 186.92 FEET, MORE OR LESS TO A POINT FROM WHICH THE MOST SOUTHERLY CORNER OF LOT 3, BLOCK D OF SAID DEL RIO WOODS

SUBDIVISION NO. 2 BEARS NORTH 15 DEGREES 40 MINUTES 00 SECONDS EAST, 180.00 FEET, SAID POINT MARKING THE NORTHEASTERLY CORNER OF PARCEL ONE ABOVE DESCRIBED; THENCE ALONG THE NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL ONE NORTH 71 DEGREES 48 MINUTES 33 SECONDS WEST, 1978.28 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Excepting therefrom all that portion of the Lands of F.R.A.N.C.E.Z. LLC as described in Document Number 2003-050835 of Official Records, Sonoma County Records, also being a portion of formally the Lands of Ratchford Family L.P as described in Document Number 1998-062069 of Official Records, Sonoma County Records and being more particularly described as follows:

Beginning at a 6"x6" concrete monument at the northeast corner of Lot 43 as shown on the Del Rio Woods No. 3 Subdivision, filed in Book 48 of Maps, Pages 30-31, Sonoma County Records said point also being on the southerly Right-of-Way intersection of Riverview Drive and Oak Drive as shown of Del Rio Wood Subdivision No. 2, filed in Book 47 of Maps, Page 07-13, Sonoma County Records; thence along said southerly Right-of-Way of Oak Drive, N 79° 50'44" E, 212.12 feet; thence S 43° 51'24" E, 117.67 feet; thence S 10° 11'42" E, 219.25 feet; thence leaving said southerly Right-of-Way of Oak Drive and along the easterly line of the aforementioned Lands of Ratchford Family L.P., S 24° 24'00" E, 186.91 feet; thence S 20° 15'40" E, 60.77 feet, more or less, to the north line of that Conservation Easement as described in Document Number 1994-0106860 of Official Records, Sonoma County Records; thence leaving said easterly line of the aforementioned Lands of Ratchford Family L.P. and along the northerly line of said Conservation Easement, N 71° 48'33"W, 514.04 feet; thence leaving said northerly line, N 00° 00'00" W, 251.24 feet, more or less, to a 3/8 iron pipe; at the southeast corner of the aforementioned Lot 43 of the Del Rio Woods No. 3 Subdivision; thence along the easterly line of said Lot 43, N 37° 44'19" E, 99.59 feet to the Point of Beginning.

APN: 087-110-012-000 (PORTION), 087-120-001-000 (PORTION)

PARCEL THREE:

COMMENCING AT FOUND 1/2" IRON PIPE AND TAG LS 3216 MARKING THE NORTHWEST CORNER OF LOT 18, BLOCK A OF THE CAMP ROSE SUBDIVISION AS SHOWN AND DELINEATED ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS; THENCE NORTH 31 DEGREES 53 MINUTES 04 SECONDS WEST, 1132.06 FEET TO A SET IRON PIPE, SAID PIPE BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; SAID POINT OF BEGINNING ALSO MARKING A POINT ON THE WESTERLY LINE OF PARCEL ONE OF EXHIBIT "A" CONTAINED IN THAT DEED AND AGREEMENT CONVEYING A CONSERVATION EASEMENT AND ASSIGNING DEVELOPMENT RIGHTS RECORDED AS DOCUMENT NO. 1994-0106860 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE LEAVING SAID WESTERLY LINE NORTH 50 DEGREES 43 MINUTES 22 SECONDS EAST, 113.77 FEET TO A SET IRON PIPE; THENCE NORTH 33 DEGREES 36 MINUTES 54 SECONDS WEST, 470.66 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL ONE OF SAID CONSERVATION EASEMENT; THENCE ALONG SAID WESTERLY LINE SOUTH 20 DEGREES 23 MINUTES 38 SECONDS EAST, 495.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: NORTH 80 DEGREES 04 MINUTES 00 SECONDS EAST BETWEEN FOUND IRON PIPE MONUMENTS MARKING THE NORTHERLY LINE OF BLOCK A, CAMP ROSE SUBDIVISION AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 149 OF MAPS, AT PAGE 10, SONOMA COUNTY RECORDS.

APN: 087-130-004-000 (PORTION)

PARCEL FOUR:

ALL THOSE LANDS OF THE ZELMA RATCHFORD TRUST DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE NO. 95-1045, RECORDED AS DOCUMENT NO. 1996-0021553 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS.

APN: 087-053-005-000 (PORTION)

PARCEL FIVE:

ALL THOSE LANDS OF THE ZELMA RATCHFORD TRUST DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE NO. 95-1046, RECORDED AS DOCUMENT NO. 1996-0021554 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS.

APN: 087-053-005-000 (PORTION)

PARCEL SIX:

LOTS 30 AND 31, IN BLOCK E, AS SAID LOTS ARE NUMBERED AND DESIGNATED UPON THE MAP OF DEL RIO WOODS SUBDIVISION NO. 4, FILED FOR RECORD MAY 25, 1932 IN BOOK 48 OF MAPS AT PAGE(S) 32 AND 33, SONOMA COUNTY RECORDS.

APN: 087-045-036-000

PARCEL SEVEN:

LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK F, AS SAID LOTS ARE NUMBERED AND DESIGNATED UPON THE MAP OF DEL RIO WOODS SUBDIVISION NO. 4, FILED FOR RECORD MAY 25, 1932 IN BOOK 48 OF MAPS AT PAGE(S) 32 AND 33, SONOMA COUNTY RECORDS.

APN: 087-045-001-000, 087-045-002-000

PARCEL EIGHT:

LOTS 8 THROUGH 12, INCLUSIVE IN BLOCK F, AS SAID LOTS ARE NUMBERED AND DESIGNATED UPON THE MAP OF DEL RIO WOODS SUBDIVISION NO. 4, FILED FOR RECORD MAY 25, 1932 IN BOOK 48 OF MAPS AT PAGE(S) 32 AND 33, SONOMA COUNTY RECORDS.

APN: 087-045-004-000

PARCEL NINE:

LOTS 15 THROUGH 18, INCLUSIVE, IN BLOCK F, AS SAID LOTS ARE NUMBERED AND DESIGNATED UPON THE MAP OF DEL RIO WOODS SUBDIVISION NO.4, FILED FOR RECORD MAY 25, 1932 IN BOOK 48 OF MAPS AT PAGE(S) 32 AND 33, SONOMA COUNTY RECORDS.

APN: 087-045-006-000

PARCEL TEN:

LOT 19 IN BLOCK F, AS SAID LOTS ARE NUMBERED AND DESIGNATED UPON THE MAP OF DEL RIO WOODS SUBDIVISION NO. 4, FILED FOR RECORD MAY 25, 1932 IN BOOK 48 OF MAPS AT PAGE(S) 32 AND 33, SONOMA COUNTY RECORDS.

APN: 087-045-007-000

PARCEL ELEVEN:

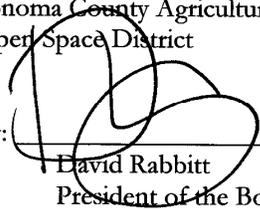
LOTS 20 THROUGH 38, INCLUSIVE, AS SAID LOTS ARE NUMBERED AND DESIGNATED UPON THE MAP OF DEL RIO WOODS SUBDIVISION NO. 4, FILED FOR RECORD MAY 25, 1932 IN BOOK 48 OF MAPS AT PAGE(S) 32 AND 33, SONOMA COUNTY RECORDS.

**CERTIFICATE OF ACCEPTANCE**  
(Government Code Section 27281)  
**BY THE BOARD OF DIRECTORS OF THE**  
**SONOMA COUNTY AGRICULTURAL PRESERVATION**  
**AND OPEN SPACE DISTRICT**  
**OF A DEED AND AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF HEALDSBURG**  
**AND**  
**THE SONOMA COUNTY AGRICULTURAL PRESERVATION**  
**AND OPEN SPACE DISTRICT**  
**CONVEYING A CONSERVATION EASEMENT**  
**AND**  
**ASSIGNING DEVELOPMENT RIGHTS**

This is to certify that the interests in the Deed And Agreement By And Between The City of Healdsburg and The Sonoma County Agricultural Preservation And Open Space District Conveying A Conservation Easement And Assigning Development Rights conveyed by the City of Healdsburg to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5500 *et seq.* ("District"), are hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution 14-0423 of the Board of Directors, dated October 21, 2014 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and  
Open Space District

Dated: 11/12/2014

By:  \_\_\_\_\_  
David Rabbitt  
President of the Board of Directors

ATTEST:

Veronica A. Ferguson  
by Roxanne Epstein  
Clerk of the Board of Directors