

FNT 7051401360  
RECORDING REQUESTED BY AND RETURN TO:

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

Free recording per Gov't Code Sec 27383



**2014082295**

Official Records Of Sonoma County  
William F. Rousseau  
11/18/2014 02:48 PM  
FIDELITY NATIONAL TITLE

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Fee: \$0.00



**RECREATION CONSERVATION COVENANT**  
(California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation & Open Space District (the "District") and the City of Healdsburg, a municipal corporation (the "Owner").

*Recitals*

A. The District was formed for the purpose of preserving open space in the County of Sonoma and is funded by a voter approved sales tax the expenditure of which is directed and limited by the Sonoma County Agricultural Preservation & Open Space 2006 Expenditure Plan ("the 2006 Expenditure Plan" or "the Plan") in order to implement the Sonoma County Open Space, Clean Water and Farmland Protection Measure (Sonoma County Ordinance No. 5677R).

B. Among the categories of open space identified for protection in the 2006 Expenditure Plan are "fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations" listed in the Plan.

C. In a companion transaction of even date, the Owner has conveyed a conservation easement ("the Conservation Easement") to the District limiting the use of the lands described in Exhibit "A" ("the Property") to natural resource preservation and passive public outdoor recreation consistent with certain identified open space values.

D. This agreement creates a conservation covenant (“the Covenant” or “this Covenant”) within the meaning of Restatement Third, Property (Covenants) §1.6(1) and pursuant to the authority of Civil Code §§815 *et seq.* and the common law of California, in order to assure that the Property will be used, maintained and operated by the Owner and its successors in interest as a public park and open space preserve in perpetuity, available to the public for passive public outdoor recreation in a manner consistent with the Conservation Easement and the provisions herein.

*Agreement*

FOR VALUABLE CONSIDERATION the Owner hereby undertakes the following obligations for the benefit of the District:

1. *The Covenant.* Pursuant to the provisions of Civil Code §§815 *et seq.* and the common law of California, the Owner hereby conveys this Covenant to the District for the purpose of assuring the continued and perpetual public recreational use of the Property and in order to complement the Conservation Easement.

2. *Obligation to Provide for Passive Outdoor Public Recreation and Educational Uses*

A. The Owner hereby agrees to use, operate and maintain the Property as a public park and open space preserve in perpetuity, available to the public for passive outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation and maintenance of the Property as a public park and open space preserve shall commence no later than sixty (60) months from the date of recordation of this Covenant and shall include, at a minimum, general availability of the property for public hiking, picnicking and nature study.

B. The Owner shall not engage in activities that impede public access to or to impede the public use of the Property for passive outdoor public recreation and educational uses except as otherwise provided in Section 5.6 of the Conservation Easement.

C. The Owner's use, operation and maintenance of the Property for passive outdoor public outdoor recreation and education shall be in accordance with a management plan prepared and approved pursuant to Sections 5.1.7 and 6.1 of the Conservation Easement. A management plan shall be completed no later than thirty-six (36) months from the date of recordation of this Covenant and shall include, at a minimum, provision for public hiking, picnicking and nature study. The management plan may be amended from time to time provided that such amendment shall be subject to District's approval, in accordance with the procedures and standards set forth in Sections 5.1.7 and 6.1 of the Conservation Easement.

*3. Enforcement.*

A. In the event of an uncured breach by the Owner of any of its obligations under this Covenant, the District may institute a suit for appropriate equitable relief, or institute a suit to recover damages, or accept the offer of dedication set forth in Paragraph 7, or accept the offer of dedication set forth in Paragraph 8, or pursue any combination of the foregoing. Prior to taking any of these actions, the District shall provide the Owner with a notice to cure. The notice shall be a written notification generally describing the condition or event claimed by the District to be a breach of the Owner's obligations that is either mailed or otherwise delivered by the District to the Owner. The notice shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by this subparagraph A shall be available to the District immediately upon expiration of the cure period.

B. Enforcement of the obligations created by this Covenant shall be at the sole discretion of the District. Any forbearance by the District to exercise its rights under this Covenant shall not be deemed or construed to be a waiver or forfeiture by the District.

C. The actual damages incurred by the District and allowed by Civil Code section 815.7(c) resulting from the Owner's breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District's damages shall be measured by the fair market value of the

Property, unencumbered and without regard to the Conservation Easement or this Covenant, multiplied by the length of time in years, including fractions thereof, during which the breach remains uncured after notice of the breach has been given pursuant to subparagraph A of this Paragraph 3, multiplied by the then current annual interest rate for post judgment interest. In no case, however, shall liquidated damages exceed forty percent (40%) of the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, for any single breach. The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's notice described in subparagraph A of this Paragraph 3.

D. The remedies set forth in this Paragraph 3 are not intended to displace any other remedy available to either party as provided by this Covenant, the Conservation Easement, Civil Code Sections 815 *et seq*, the common law, or any other applicable local, state or federal law.

E. Nothing contained in this Paragraph 3 shall be construed to entitle the District to bring any action against the Owner for any failure to perform resulting from causes beyond the Owner's control, including, without limitation, wildfire, flood, storm, and earth movement, or from any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate a failure to perform resulting from such causes so long as such action, to the extent that the Owner has control, is designed and carried out in such a way as to further the purpose of this Covenant.

4. *Conveyances; Leasing; Approval of Grantees.* No conveyance of the fee interest in the Property nor any lease thereof nor any other transfer of the possessory interest in the Property may occur without the District's consent and determination that the prospective buyer, lessee or the transferee of any possessory interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's determination nor its consent shall be unreasonably withheld. All leases or other transfers of a possessory interest in the property shall be in writing, shall acknowledge this Covenant and the Conservation Easement and shall terminate no later than the date the District accepts the offer

made in Paragraph 7 or the offer made in Paragraph 8 of this Covenant. A failure to comply with these requirements is a material breach of this Covenant and subject to remedies set forth in Paragraph 3.

5. *Third Party Beneficiaries.* The District and the Owner do not intend and this Covenant shall not be construed to create any rights in third parties.

6. *Integration.* This Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.

7. *Irrevocable Offer of Dedication -- Lease.* Pursuant to Public Resources Code §5565.5, the Owner hereby grants to the District and its assignees an irrevocable offer of dedication of a 99 year lease of the Property, which lease shall contain such terms as are attached hereto as Exhibit "B." This offer of dedication may only be accepted by the District, or its assignees, in the event of an uncured breach of the Owner's obligations under this Covenant.

8. *Irrevocable Offer of Dedication -- Fee.* The Owner hereby grants to the District and its assignees an irrevocable offer of dedication of the fee interest in the Property, in the form and substance attached hereto as Exhibit "C," pursuant to Public Resources Code §5565.5. This offer of dedication may only be accepted by the District, or its assignees, in the event of an uncured breach of the Owner's obligations under this Covenant.

9. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if the Owner is in compliance with this Covenant.

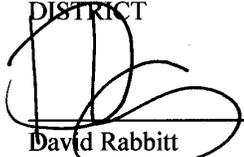
10. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant 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 Covenant creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," and an irrevocable offer of dedication encompassed within the meaning of the phrase "unaccepted, recorded, irrevocable offers of dedication," as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

IN WITNESS WHEREOF, District and Owner have executed this Covenant this 12th day of November, 2014.

APPROVED:

SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE  
DISTRICT

  
\_\_\_\_\_  
David Rabbitt  
President, Board of Directors

APPROVED:

THE CITY OF  
HEALDSBURG

  
\_\_\_\_\_  
Marjie Pettus  
City Manager

ATTEST: *Veronica A. Ferguson*

by Roxanne Epstein  
Clerk of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
City Clerk

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

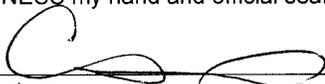
State of California \_\_\_\_\_

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

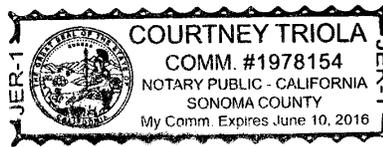
On \_\_November 13, 2014\_\_\_\_\_ before me, \_\_\_Courtney Triola\_\_\_\_\_,  
Notary Public (here insert name and title of the officer), personally appeared Marjie Pettus, who proved to  
me on the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument 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/it~~/they executed the same in his/~~her/their~~/their authorized capacity(ies), and that by his/~~her/their~~/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



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
 Recreation Conservation Covenant, Agmt Between  
 \_\_\_\_\_  
(Title or description of attached document)  
 SCAPOSD and City of Healdsburg  
 \_\_\_\_\_  
(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 SCAPOSD

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**

For APN/Parcel ID(s): 087-130-002-000, 087-140-037-000, 087-130-003-000, 087-140-038-000, 087-110-007-000, 087-110-009-000, 087-110-010-000, 087-045-007-000, 087-045-008-000, 087-110-012-000, 087-120-001-000, 087-130-004-000, 087-220-001-000, 087-045-001-000, 087-044-036-000, 087-045-002-000, 087-045-004-000, 087-045-006-000 and 087-053-005-000

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 THE 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.

**EXHIBIT B**

**Stipulated Terms of 99-Year Lease**

1. Term: Up to 99 Years
2. Price: No monetary consideration shall be paid to City for the Lease. However, following District's Acceptance of City's Offer of Dedication, as described in Section 7 of the Covenant, District or its assignees will assume all responsibility for any taxes or assessments, including taxes or assessments for possessory interests, levied against the Property in connection with the District's Leasehold interest.
3. Termination: District may terminate at will (with or without cause).
4. Use: District's right to possession of the Property shall be exclusive.
5. District Right to Sublet: District may assign or sublet the Property for public park and open space preserve purposes.
6. District Right to Receive Revenues: District shall receive all revenues, regardless of source, generated on the Property during the term of the Lease.
7. Effect on Covenant: The lease shall suspend City's obligations under the Covenant for the duration of the lease to the extent City requires a possessory interest in the Property to satisfy such obligations. The City shall not interfere with the operation or maintenance of the Property as a public park and open space preserve, as contemplated in the Covenant and Conservation Easement, by District or by any assignee or sublessee of District.
8. Liability: The District or its assignees or its lessees shall assume all liability for the Property associated with obligations the District assumes under the lease, which obligations shall extend to those necessary to ensure the Property is used, operated and maintained as a public park and open space preserve, available to the public for passive outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the Management Plan, except for any claim, damage, liability or loss which arises out of the City's ownership, operation or management of the Property prior to the District's acceptance of the Irrevocable Offer of Dedication, as described in Section 7 of the Covenant.

**EXHIBIT C**

**FORM OF IRREVOCABLE OFFER OF DEDICATION  
(Public Resources Code §5565.5)**

FOR VALUABLE CONSIDERATION, the City of Healdsburg ("City") hereby grants and makes to the Sonoma County Agricultural Preservation and Open Space District ("District") an irrevocable offer of dedication of the fee interest in the real property ("the Property") that is located at [INSERT] and is more particularly described in Exhibit "A" attached hereto and incorporated herein as though fully set forth. This offer may be accepted by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain Recreation Conservation Covenant entered into between the City and District on [DATE], [ATTACHED].

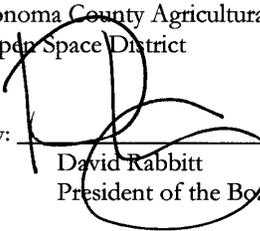
(Legal Description To Be Attached.)

**CERTIFICATE OF ACCEPTANCE**  
(Government Code Section 27281)  
**BY THE BOARD OF DIRECTORS OF THE**  
**SONOMA COUNTY AGRICULTURAL PRESERVATION**  
**AND OPEN SPACE DISTRICT**  
**OF A RECREATION CONSERVATION COVENANT**

This is to certify that the interests conveyed by a Recreation Conservation Covenant from 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