



Agenda Item No: 3A
Council Meeting Date: December 10, 2012

Prepared By: [Signature]
David Mickaelian, Assistant City Manager

Approved By: [Signature]
Marjie Pettus, City Manager

REQUEST FOR CITY COUNCIL ACTION

SUBJECT: Fitch Mountain Acquisition

RECOMMENDED ACTION: Adopt Resolution of the City Council of the City of Healdsburg Approving a Transfer Agreement with the Sonoma County Agricultural Preservation and Open Space District, including the Exhibits attached thereto, by which fee title to certain property will be transferred directly to the City, subject to a Conservation Easement and Recreation Covenant in favor of the District; and authorizing the City Manager to execute said Transfer Agreement and to take specified action to administer the Agreement, including executing the Conservation Easement, Recreation Covenant and Irrevocable Offer to Dedicate, all of which are Exhibits to the Transfer Agreement

BACKGROUND:

Fitch Mountain is one of the most prominent physical landmarks found in the north part of Sonoma County. The mountain is surrounded by the City of Healdsburg and provides a scenic backdrop for the City and other communities along the Russian River as well as for area visitors. The heavily wooded mountain can be seen from a great distance in all directions, including a long stretch of Highway 101.

A portion of Fitch Mountain consisting of approximately 198.7 acres on the top and sides of Fitch Mountain (the "Property"), is currently owned by F.R.A.N.C.E.Z. L.L.C. ("Seller"). It makes up the entirety of the wooded area on the mountain that has not been developed. The Property consists of eight primary lots, seven of which are on the east face of the mountain and range from 3 to 12 acres in size. The eighth lot is approximately 146 acres, of which approximately 130 acres is already encumbered with a District 'forever wild' conservation easement established in 1994. Small, unbuildable lots are found around the edges of the eighth lot, on the north side of the mountain. The Property is in the unincorporated county, but is within the City's Sphere of Influence, Urban Growth Boundary, and Urban Service Area.

Site features on the Property include oak woodland, Madrones, mixed conifer forest, an intermittent creek and the mountain's 991-foot peak. The Property is accessed from Hilltop Road and Woods Road in Healdsburg, and there are three miles of unimproved dirt roads on the property. There are no structures on the site, although it surrounds two water tanks owned by the City of Healdsburg ("City"). The site has been used historically by recreational hikers and other users. Other surrounding land uses include residences on the south, east, and north. Villa Chanticleer, a Healdsburg city park and conference center, borders on the west.

The City has recognized the Property's importance by designating it as Open Space and as a Major Scenic Ridgeline in the City's General Plan. The mountain offers spectacular views of the Russian River,

Alexander and Dry Creek Valleys and the Mayacamas Mountain range. The proposed acquisition of the Property will further the protection of the scenic resources and valuable wildlife habitat on the edge of an urban area while making the property available to the public for recreational use in perpetuity.

DISCUSSION/ANALYSIS:

The Sonoma County Agricultural Preservation and Open Space District ("District") is proposing to purchase approximately 198.7 acres on the top of Fitch Mountain from the Seller for public access and preservation of the Property's wildlife habitat, natural resources and scenic values. The fee interest would be held by the City and the District would hold a conservation easement over the entirety of the Property to protect the scenic and natural resources while allowing for passive outdoor public recreation. The District would also hold a recreation conservation covenant over the entirety of the Property to ensure it is open to the public for passive recreational purposes in perpetuity.

Transfer Agreement - The District is proposing to enter into an agreement with the City for the acquisition and preservation of the Property ("Transfer Agreement") that describes the responsibilities of the District and City in advancing their shared objective to preserve and operate the Property as a public asset. Pursuant to the Transfer Agreement, the City will accept fee title to the Property, while the District will retain a conservation easement and a recreation conservation covenant upon closing. In addition, the District will contribute up to \$250,000 towards operation and maintenance of the property during the first three years.

Prior to closing of escrow, during the due diligence period contemplated by the Transfer Agreement, the District will fund specified due diligence investigations for the benefit of the City, including: title review for the purposes of confirming that the Property is suitable for use as a passive public recreation area; a boundary survey of the Property by a licensed surveyor; a review of all governmental permits and approvals supplied by Seller as it relates to the use, construction, operation or occupancy of the Property; and a Phase 1 environmental site assessment. During the same due diligence period, the City is also permitted to undertake any additional investigations that it deems necessary or appropriate to assess the property. In the event that any of these investigations reveal conditions that present an unreasonable risk to the District or the City, either party may cancel the transaction.

At closing of escrow, the City will transfer the Property to LandPaths, a local non-profit agency, for up to three years for assistance with provision of interim recreational access to the property and development of a Management Plan. After closing, the City, in collaboration with LandPaths, will prepare the Management Plan, which Plan shall be subject to District approval. The Management Plan will provide criteria for the operations, maintenance, and management of the Property. The City will also ensure that the Property is opened for public use no later than five years after the close of escrow. Transfer of the Property to the City is contingent upon the City reaching an agreement with LandPaths that describes LandPaths' role as interim Property owner, and subsequently as Property manager.

Consistent with the District's Board-adopted Operations and Maintenance (O&M) Policy, after closing, the District would reimburse the City up to \$250,000 to support operations, maintenance, trail planning, and resource management for the Property during the first three years. A work plan describing reimbursable O&M tasks and estimated costs will be developed by the City and approved by the District prior to any reimbursement. In addition to the District's contributions, the City has informally committed \$100,000 from the Community Benefit Fund for operations and maintenance costs. The City also has a goal of raising additional funds through private fundraising. Additional dollars may also be available from other outside agencies. The District and the City are working closely with the California Coastal Conservancy to identify state funding resources to assist in planning and design for public access.

Over the next 150 days the City and LandPaths will develop an agreement where LandPaths will own the Property (on an interim basis), manage the Property, participate in the development of a Management Plan, facilitate any and all community outreach and other miscellaneous tasks that will be included in the scope of work of said agreement. The City and LandPaths have had informal discussions regarding the scope of work over the past 6 months. If the City and LandPaths finalize an agreement as describe above, the City would accept restricted fee title to the Property and would immediately transfer title to the Property to LandPaths for a period not to exceed three years. During this three-year period, the City expects that LandPaths will be responsible for interim public access and operations and maintenance, while the City and LandPaths work together to complete a Management Plan, which will include a vegetation management plan, trails plan, and erosion assessment. At the end of the three-year period, the City will resume fee ownership of the property and will assume responsibility for land management and operations and maintenance in perpetuity. The Transfer agreement includes a Conservation Easement and Recreation Covenant as outlined below:

Conservation Easement – The Conservation Easement (“CE”), which is titled “Deed and Agreement by and between [the City and the District] Conveying a Conservation Easement and Assigning Development Rights”, shall encompass the entire Property and restrict the type of uses that are to be allowed on the Property in perpetuity. The purpose of the CE is to preserve and protect forever the Conservation Values of the Property, as described in the CE. The Conservation Values are intended to protect the Property’s natural resources, scenic values, and allow passive outdoor recreational and educational uses. 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 activities include walking, biking, jogging, hiking, dog walking, bird watching, nature viewing, picnicking, and public events that avoid impact to significant cultural and natural resources. It is important to note that preservation and protection of natural resources and scenic views shall take precedence over preservation and protection of recreation and educational uses as stipulated in the CE. The CE also significantly limits any physical improvements to the property that aren’t contemplated and approved in the Management Plan that will be developed after the close of escrow.

The CE also deals with indemnification, liabilities and remedies for breach of contract. Once the City takes title to the Property, the City will ultimately be responsible and assume the liabilities of a property owner. This is why the due diligence period for this transaction is so critical. As the District is completing their own due diligence, which includes specific environmental reviews, the City and LandPaths will undertake our own investigations. During this time of due diligence, if the District or City were to discover any concerns that were not cured, the City could elect to not take title to the Property. Assuming there are no concerns and the City elects to take title, the City will be required to maintain the Property in accordance with the CE. If for some reason the City were to deviate from the CE or breach any of its obligations, without curing, there would be an opportunity for the District to assess and collect liquidated damages. The liquated damage provision in the CE is related to the value of any improvements the City constructs on the Property and to any revenues collected from a prohibited use. Valuations for liquidated damages are further explained in Section 10.3 (a), (b), and (c), of the CE.

Recreation Covenant – The Property will also be subject to a Recreation Conservation Covenant (“RC”). By approving the RC, the City 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.

CITY OF HEALDSBURG

RESOLUTION NO. ____-2012

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEALDSBURG APPROVING A TRANSFER AGREEMENT WITH THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, INCLUDING THE EXHIBITS ATTACHED THERETO, BY WHICH FEE TITLE TO CERTAIN PROPERTY WILL BE TRANSFERRED DIRECTLY TO THE CITY, SUBJECT TO A CONSERVATION EASEMENT AND RECREATION COVENANT IN FAVOR OF THE DISTRICT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID TRANSFER AGREEMENT AND TO TAKE SPECIFIED ACTION TO ADMINISTER THE AGREEMENT, INCLUDING EXECUTING THE CONSERVATION EASEMENT, RECREATION COVENANT AND IRREVOCABLE OFFER TO DEDICATE, ALL OF WHICH ARE EXHIBITS TO THE TRANSFER AGREEMENT

WHEREAS, the Sonoma County Agricultural Preservation and Open Space District (“District”) and the City of Healdsburg (“City”) share an interest in preserving that certain real property comprising approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California (APNs: 087-044-036; 087-045-001, 087-045-002, 087-045-004, 087-045-006, 087-045-007, 087-045-008; 087-053-005; 087-110-007, 087-110-008, 087-110-009, 087-110-010, 087-110-011, 087-110-012; 087-120-001; 087-130-002, 087-130-003, 087-130-004; 087-140-037, 087-130-038; 087-171-025, 087-130-026; 087-181-024, 087-130-025; 087-191-022; 087-220-001) (the "Property"); and

WHEREAS, the Property is referred to as the Fitch Mountain Open Space Preserve; and

WHEREAS, the District desires to focus its resources on preserving land through the acquisition of conservation easements to the fullest extent possible, rather than through fee acquisitions; and

WHEREAS, the District has indicated a willingness to purchase the Property if the City is willing to own, operate and maintain the Property in a manner that preserves wildlife habitat, protects the Property’s natural resources and scenic values, maintains the open space character of the Property while allowing for passive outdoor recreational and educational uses; and

WHEREAS, the City has indicated a willingness to own, operate, and maintain parks, open space, recreation facilities and programs inside and adjacent to its boundaries; and

WHEREAS, the City has expressed an interest in owning the Property for the purposes of preserving and protecting the Property’s wildlife habitat, natural resources, scenic values, and maintaining the open space character of the Property while allowing passive outdoor recreational and educational uses; and

WHEREAS, the District and City have developed a form of agreement (“Transfer Agreement”) that would allow the City to take title to the Property for the purposes described above; and

WHEREAS, included in the Transfer Agreement is a Conservation Easement and a Recreation Covenant that define the types of activities and uses allowed on the Property in perpetuity; and

WHEREAS, the purpose of the Conservation Easement is to preserve and protect forever the Conservation Values of the Property, as described in the Conservation Easement; and

WHEREAS, the Conservation Values are intended to protect the property’s wildlife habitat, natural resources, open space character, scenic values, while allowing for passive outdoor recreational and educational uses; and

WHEREAS, the Conservation Easement describes passive outdoor recreational and educational uses as 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 activities include walking, biking, jogging, hiking, dog walking, bird watching, nature viewing, picnicking, and public events that avoid impact to significant cultural and natural resources; and

WHEREAS, the Conservation Easement also has provision for indemnification, liabilities and remedies for breach of its terms and conditions; and

WHEREAS, by approving the Recreation Covenant, the City will agree 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

WHEREAS, the Recreation Covenant also has provision for remedies for breach of its terms and conditions which include a formula for liquidated damages if a breach is not cured; and

WHEREAS, if the Transfer Agreement is approved and executed, the District will contribute up to \$250,000 towards operation and maintenance of the Property during the first three years; and

WHEREAS, the City staff has evaluated the Transfer Agreement by considering all of the obligations and potential liability, available City resources related to managing the Property, fire safety, public access, and projected costs to operate and maintain the Property, all of which are described in the staff report accompanying this Resolution; and

WHEREAS, subject to the terms and conditions of the proposed Transfer Agreement, the City is willing to accept title to the Property and to devote it to use as an open space preserve with passive outdoor recreational and educational uses, subject to a Conservation Easement and Recreation Covenant held by the District; and

WHEREAS, execution of the Transfer Agreement is dependent on the City and LandPaths entering into an agreement for LandPaths to own (for a period of three years), operate and maintain the Property, and work with the City to develop a Management Plan for the Property prior to close of escrow; and

WHEREAS, based on all of the information provided at the time of its consideration of this Resolution, the City Council finds that the purposes of the acquisition of the Property include (1) the preservation of wildlife habitat; (2) the creation of a park where the land is in a natural condition and for which no management plan yet exists; and (3) maintenance of the open space character of the Property; and

WHEREAS, based on the findings above, the City Council finds that approval of the Transfer Agreement is exempt from the provisions of the California Environmental Quality Act, pursuant to the categorical exemptions found in CEQA Guidelines Sections 15313, 15316(a) and 15317;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Healdsburg hereby approves a Transfer Agreement with the Sonoma County Agricultural Preservation and Open Space District, including the Exhibits attached thereto, by which fee title to certain property will be transferred directly to the City, subject to a Conservation Easement and Recreation Covenant in favor of the District; and authorizing the City Manager to execute said Transfer Agreement and to take specified action to administer the Agreement, including Executing the Conservation Easement, Recreation Covenant and Irrevocable Offer to Dedicate, all of which are Exhibits to the Transfer Agreement.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2012 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAINING: Councilmembers:

SO ORDERED:

ATTEST:

Gary W. Plass, Mayor

Maria Curiel, City Clerk

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2012894.1

**AGREEMENT BETWEEN
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT AND THE CITY OF HEALDSBURG FOR
THE ACQUISITION AND PRESERVATION OF FITCH MOUNTAIN**

This Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and between the Sonoma County Agricultural Preservation and Open Space District, ("District") and the City of Healdsburg ("City").

R E C I T A L S

A. At the request of District, City is willing to own, operate, and maintain parks, open space, recreation facilities and programs inside and adjacent to its boundaries; and

B. District and City share an interest in preserving that certain real property comprising approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California (Assessor Parcel Nos. 087-044-036; 087-045-001, 002, 004, 006, 007, & 008; 087-053-005; 087-110-007, 008, 009, 010, 011, & 012; 087-120-001; 087-130-002, 003, & 004; 087-140-037, & 038; 087-171-025, & 026; 087-181-024, & 025; 087-191-022; 087-220-001), as more particularly described in Exhibit “A” attached hereto (the "Property");

C. District desires to focus its resources on preserving land through the acquisition of conservation easements to the fullest extent possible, rather than through fee acquisitions; and

D. Subject to the terms and conditions of this Agreement, City is willing to take title to the Property and to devote it to use as an open space preserve with low-intensity public outdoor recreational values, subject to a conservation easement held by the District; and

E. To facilitate City’s acquisition of the Property, District intends to enter into a purchase agreement with F.R.A.N.C.E.Z. LLC, a Delaware corporation, the current owner of the Property (“Seller”) substantially in the form attached hereto as Exhibit “B” (the “Purchase Agreement”), which District intends to assign to City for the purposes of ensuring fee title to the Property is vested in City; and

F. City is willing to accept such assignment, subject to the terms and conditions of this Agreement, which terms include, among others, District’s contribution of certain funds towards the acquisition, development, operation, and maintenance of the Property.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and City agree as follows:

A G R E E M E N T

1. *Recitals.* The foregoing recitals are true and correct.

2. *District's Obligations During Interim Period.* During the period between the Effective Date of this Agreement and the closing date (as defined in the Purchase Agreement, hereinafter "Closing Date"), which period shall hereinafter be referred to as the "Interim Period," the District shall perform the following tasks.

a. Execution of the Purchase Agreement. If either District or Seller declines to execute the Purchase Agreement, this Agreement shall terminate and the parties shall have no further obligations to each other hereunder.

b. Comply with Buyer's Obligations Under the Purchase Agreement. Unless and until the Purchase Agreement is assigned to City, District shall comply with all obligations assumed by the buyer under the Purchase Agreement, including the deposit into escrow of all funds contemplated thereunder ("Purchase Price").

c. Due Diligence. District shall undertake the following due diligence investigations of the Property to the extent permitted by the Purchase Agreement and in accordance with its terms.

- i. Review of the preliminary title report, including select documents referred to in the report, for the purposes of confirming that the Property is suitable for use as a low-intensity public recreation area.
- ii. A boundary survey of the Property by a licensed surveyor, which survey shall include the flagging of exterior property line boundaries, preparation of a survey map depicting existing fence lines in relation to the exterior property line boundaries, encroachments, and any existing monuments. The surveyor shall also prepare a Record of Survey for recordation in accordance with state law.
- iii. Review of all governmental permits and approvals supplied by Seller and related to the use, construction, operation or occupancy of any part of the Property.
- iv. A Phase 1 environmental site assessment.

District agrees to perform the above-described investigations for the sole purpose of assisting the City in the completion of its own due diligence with respect to the Property. City acknowledges that District is not obligated to undertake all investigations that may be permitted by the

Purchase Agreement. City may undertake further investigation of the Property to the extent such investigations are permitted by the Purchase Agreement and in accordance with its terms. City acknowledges District will share all documentation received or generated in connection with these investigations in accordance with Section 4(b) of this Agreement. District's agreement to perform such investigations shall not be construed as a warranty or guarantee as to the Property's condition by District. City acknowledges that all investigations District may perform regarding the condition of the Property are not a substitute for, nor in lieu of, City's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for City's intended use.

3. *City's Obligations During Interim Period.*

a. Due Diligence. During the first 120 days of the term of the Purchase Agreement ("Due Diligence Period"), the City will undertake whatever measures it deems necessary or appropriate to facilitate a timely transfer of the Property, as contemplated herein, including completion of any due diligence investigations of the Property that it deems necessary and appropriate. During the Due Diligence Period, if the City discovers conditions or circumstances that were not known, anticipated or foreseen at the time of execution of this Agreement that create an unreasonable risk of harm to persons or property, or create unreasonable liability for the City as owner of the Property (collectively "Unacceptable Conditions"), the City shall notify the District of such Unacceptable Conditions as soon as practicable, but not later than ten (10) days after their discovery. The Parties shall thereafter attempt, in good faith, to address and resolve the same. The City's obligation to accept fee title to the Property shall be subject to either (1) no such conditions or circumstances having been discovered by the City during the Due Diligence Period, or (2) such conditions or circumstances having been addressed and resolved to the satisfaction of the City. Should City fail to notify the District any Unacceptable Conditions prior to the expiration of the Due Diligence Period, City's obligation to accept fee title shall be subject to only such conditions as are explicitly provided in this Agreement.

b. Negotiate with Landpaths. The District acknowledges that City intends to convey the Property to LandPaths, a California non-profit corporation, ("Landpaths") for a period not to exceed three (3) years after the Closing Date. District agrees that City may condition its obligation to accept fee title to the Property on the existence of an agreement between City and Landpaths which provides for this temporary transfer of title, provided however that City shall undertake commercially reasonable efforts to avoid delay of the Closing Date for lack of an agreement between City and Landpaths.

4. *Shared Obligations During the Interim Period.*

- a. Cooperation. The parties agree to cooperate and to do all acts reasonably necessary and appropriate to satisfy the purposes of this Agreement.
- b. Disclosure. Each party will provide to the other party copies of all reports received in the course of that party's investigation of the Property within five (5) days of their receipt.
- c. Conditions to Closing. District shall notify the City of any unsatisfied condition to closing specified in the Purchase Agreement that District discovers within five (5) days of its discovery. If District desires to waive a condition to closing that the City does not want to waive, then the parties will meet and confer about the matter within five (5) days of District's notice of its intended waiver. The City and District may pursue all remedies available under the Purchase Agreement for the satisfaction or waiving of a condition, provided, however, that if City and District cannot reach agreement with regard to the satisfaction or waiving of a condition to closing, City agrees District may, in its sole discretion, refuse to consummate the purchase of the Property, in which case District may terminate this Agreement.

5. *Escrow and Closing*. The District acknowledges that City intends to convey the Property to LandPaths, a California non-profit corporation, for a period not to exceed three (3) years after the Closing Date. The City acknowledges that, but for this three-year limitation, District would not agree to fund the acquisition of the Property. To effectuate these purposes, City and District agree to submit escrow instructions pursuant to which City may convey fee title to the Property to LandPaths for a period not to exceed three (3) years, provided City conveys to District the following instruments validly executed by all parties thereto in the same escrow:

- a. 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 in the form attached hereto as Exhibit "C" (the "Conservation Easement");
- b. The Recreation Conservation Covenant in the form attached hereto as Exhibit "D" (the "Covenant");
- c. The Irrevocable Offer of Dedication to District from City to secure its obligations under the Conservation Easement and the Covenant in the form attached hereto as Exhibit "E";

- d. The Irrevocable Offer of Dedication to City from LandPaths in the form attached hereto as Exhibit “F”;
- e. City's Conditional Acceptance of the Irrevocable Offer of Dedication to the City from LandPaths in the form attached hereto as Exhibit “G.”

6. *Property Name.* The Property shall be called and identified as “Fitch Mountain Park and Open Space Preserve.”

7. *City's Obligations After Closing Date.* City shall assume the following obligations upon the Closing Date.

a. Preparation of Park Management Plan. City shall prepare or cause to be prepared a park management plan (“Management Plan”), which shall provide criteria for the operations, maintenance and management of the Property and ensure that such use and management is consistent with the Conservation Easement and Covenant. The Management Plan shall be subject to approval by District for consistency with the Conservation Easement and Covenant. The Management Plan may be amended from time to time with District’s written approval. Such approval shall not be unreasonably withheld.

b. Preparation of a Workplan. No later than six (6) months after the Closing Date, City shall submit a workplan describing City’s initial implementation strategy for initial operations and maintenance of the Property (the “Workplan”). The Workplan shall be subject to approval by District for consistency with the Conservation Easement and Covenant. The Workplan shall include, at a minimum: (i) a general description of the work to be performed, including conceptual and/or constructions plans if available; (ii) a timeline or schedule for work completion; and (iii) a detailed budget. Up to Five-Thousand Dollars (\$5,000) shall be available to City for development of the Workplan in accordance with Paragraph 9 of this Agreement, provided however that subsections 9(c)(ii) and 9(c)(vi) shall not apply to these funds. The Workplan may be amended from time to time with District’s written approval. Such approval shall not be unreasonably withheld.

c. Opening the Property for Public Use. On a date mutually agreed upon by the parties, which shall in no event be later than sixty months (60) months after the Closing Date, the City shall open and keep open the Property for low-intensity public outdoor recreational use.

d. CEQA & Mitigation Monitoring. The City shall be the lead agency for the performance of any obligations required by the California Environmental Quality Act (“CEQA”).

e. Permission to Contract. The City may discharge its obligations under this Paragraph 7 through contracts with third parties approved by the District's General Manager, which approval shall not be unreasonably withheld. The City agrees to fully cooperate with District's fiscal oversight responsibilities, including but not limited to its Fiscal Oversight Committee's review of expenditures for the operation and maintenance of recreational properties.

f. Survival. The City's obligations set forth in this Paragraph 7 shall survive beyond the Closing Date, shall run with the land, and shall be considered perpetual, unless specifically terminated in writing by the District's Board of Directors.

8. *Completion of Boundary Survey*. Within three (3) months of the Closing Date, District shall have prepared a complete boundary survey of the Property. The costs of the survey shall be paid by District.

9. *Operation and Maintenance Cost Reimbursement*. Subject to the following terms and conditions, the District shall reimburse the City for the reasonable and necessary costs incurred in conducting planning studies and in the operation and maintenance of the Property in accordance with the Conservation Easement, Covenant and Workplan for the period commencing with the Closing Date and ending three (3) years thereafter; provided, however, that the District's obligation to reimburse the City shall not exceed Two-hundred Fifty Thousand Dollars (\$250,000) total. Claims for reimbursement shall be presented in accordance with the provisions of Exhibit "H." The District will pay the claims of City within thirty (30) days of receipt of such claims, provided that the District's General Manager is satisfied that the claims are complete, include adequate supporting documentation, and are for eligible expenses reasonably incurred in connection the City's conducting of planning studies or for operation and maintenance of the Property.

a. Procurement Requirements. District has reviewed City's competitive procurement procedures, policies, laws and regulations and agrees they are sufficiently rigorous to satisfy District's fiduciary duties relating to the expenditure of funds hereunder. City or its agent, shall comply with City's competitive procurement procedures, policies, laws and regulations in procuring goods and services hereunder and City shall ensure that costs to be reimbursed by District do not exceed fair market value.

b. Insurance Requirements. City shall maintain the insurance specified in Exhibit "I," attached hereto and incorporated herein. To the extent that City is unable to satisfy the strict requirements as set forth in Exhibit "I, City may satisfy the insurance requirements of this section by providing substantially similar terms, conditions, coverages and policy limits as those

described in Exhibit “I,” subject to such terms, conditions, coverages and policy limits being approved by the District’s risk manager.

c. Conditions on Payment. The District shall not be obligated to disburse any funds unless and until the following conditions have been met:

- i. The Conservation Easement has been executed and recorded and City, or its successor, is in compliance with the terms of the Conservation Easement.
- ii. A Workplan, pursuant to Paragraph 7(b) of this Agreement, has been approved by the District.
- iii. City has provided written evidence to the District that all permits and approvals necessary to complete the work under applicable local, state and federal laws and regulations have been obtained.
- iv. City has provided written evidence to the District that each contractor City intends to retain in connection with the District’s funding has agreed to comply with the procurement requirements described in Paragraph 9(a) of this Agreement.
- v. City has provided required insurance coverage as described in Paragraph 9(b) of this Agreement.
- vi. City has provided proof of compliance with the California Environmental Quality Act (CEQA).
- vii. City is not in default with respect to its obligations under this Agreement.

d. Quarterly Reports. City shall submit quarterly reports documenting City’s implementation of the Workplan. Such quarterly reports shall be in a form acceptable to District and include:

- i. Summary of tasks accomplished including a summary of the costs associated with tasks, including volunteer patrol reports;
- ii. A description of any challenges and/or opportunities encountered within the reporting period;
- iii. Percentage of District’s funds (\$250,000) expended to date; and

iv. Photographic documentation corresponding to tasks accomplished.

e. Final Report. City shall submit a final report to District demonstrating that the Workplan goals were accomplished in accordance with this Agreement within forty-five (45) days of submission of its final reimbursement claim. The final report should include photographic documentation demonstrating completion of tasks.

10. *City's Obligations Generally.* At all times pre- and post- Closing Date, unless a more finite period is otherwise specified, City shall comply with the following terms and conditions.

a. Prevailing Wages. City shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

b. Accessibility. City shall ensure compliance with the Americans with Disabilities Act in the provision of public access to the Property.

c. Nondiscrimination. City shall comply with all applicable federal, state and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis including, without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules and regulations required by law to be included in this Agreement are incorporated herein by this reference.

d. Records Retention. All financial, procurement, licenses, insurance, and programmatic records related to the Property shall be maintained by the City for no less than five (5) years after the Closing Date.

e. Records Access. District staff shall have access to financial, procurement, licenses, insurance, and programmatic records related to all funding received by the City from the District pursuant to this Agreement for no less than five (5) years after the Closing Date.

f. Annual Audit. City shall submit annual audited financial statements to the District within fifteen (15) days of the approval by the City Council of the City's annual fiscal audit for each year following execution of this Agreement until the Management Plan has been approved by the District and the Workplan is complete.

g. Accounting Requirements. The City shall maintain an accounting system in accordance with generally accepted accounting procedures and standards, and as such:

- i. Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards;
- ii. Provides a solid audit trail, including original source documents such as purchase orders, receipts, progress payments, reimbursement claims, invoices, timecards, and evidence of payment; and

iii. Provides accounting data so the total costs of operations and maintenance each individual component can be readily determined.

h. Statutory Compliance. All activities and uses in connection with the Property shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

11. *Indemnification*. Each party hereby agrees to defend and indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any breach of this Agreement by such party. This paragraph shall survive beyond the closing, or, if title is not transferred pursuant to the Purchase Agreement, beyond any termination of this Agreement.

12. *Termination*. Notwithstanding any other provision of this Agreement, should the City fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the District may immediately terminate this Agreement by giving the City written notice of such termination, stating the reason for termination. Similarly, should the District fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving the District written notice of such termination, stating the reason for termination. In the event of a failure to perform any of the obligations hereunder, the other party shall give written notice of said failure and provide a reasonable time to cure said failure prior to terminating this Agreement.

13. *Method and Place of Giving Notice, Making Submissions and Payments*. Except as otherwise expressly provided herein, any notice, reimbursement claim, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or fax addressed as follows:

TO DISTRICT:

General Manager
Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401
Telephone: (707) 565-7360
Fax: (707) 565-7359

THE CITY:

City Manager
City of Healdsburg
401 Grove Street
Healdsburg, CA 95448
Telephone: (707) 431-3300
Fax: (707) 431-3321

14. *Assignment and Delegation.* The parties hereto acknowledge and agree that (1) City expressly intends to convey the Property to Landpaths for a period not-to-exceed three years following the Closing Date, (2) City may assign the rights and delegate the responsibilities associated with fee ownership of the Property to Landpaths for said three-year period, and (3) City may not assign the responsibilities it assumes pursuant to Paragraphs 3, 4, 5, 7, 9, 10, and 11 of this Agreement to Landpaths or any other third-party. Except as otherwise provided herein, the City shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until such consent is received.

15. *Miscellaneous Provisions.*

a. No Waiver of Breach. The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

b. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The City and the District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. The City and the District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

c. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed

d. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

e. Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

f. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature below (“Effective Date”).

APPROVED:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

President, Board of Directors

Date: _____

ATTEST:

Clerk of the Board of Directors

APPROVED AS TO FORM:

County Counsel

APPROVED:

THE CITY OF HEALDSBURG

City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

Exhibits

A: Legal Description of Property

B: Purchase Agreement

C: Form of Conservation Easement

D: Form of Covenant

E: Form of Irrevocable Offer of Dedication to District from City

F: Form of Irrevocable Offer of Dedication to City from LandPaths

G: Form of City's Conditional Acceptance of the Irrevocable Offer of Dedication to the City
from LandPaths

H: Form of Reimbursement Claim

I: Insurance Requirements

EXHIBIT A
(Legal Description)

EXHIBIT 'A'

File No.: **4905-2321718 (DJM)**

Property: **Vacant Land, CA, , CA**

TRACT ONE:

(LLA LOT 1)

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 0070438 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.

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.

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.

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.

(LLA LOT 2)

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.

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.

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.

(LLA LOT 3):

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 19964001079 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 FEET 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 OF 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.

(LLA LOT 4):

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" 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 SOUTHWESTERLY 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 SOUTHEAST 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 SOUTHERLY LINE OF SAID LANDS OF DREW SOUTH 74 DEGREES 37 MINUTES 36 SECONDS EAST (SOUTH 73 DEGREES 22 MINUTES 40 SECONDS EAST, MAP), 208.71 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE SOUTHEASTERLY CORNER OF SAID LANDS OF DREW; THENCE ALONG THE EASTERLY LINE OF SAID LANDS NORTH 15 DEGREES 06 MINUTES 24 SECONDS EAST (NORTH 16 DEGREES 21 MINUTES 20 SECONDS, MAP), 208.71 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST (NORTH 73 DEGREES 22 MINUTES 40 SECONDS WEST, MAP), 104.36 FEET TO A SET IRON PIPE, FROM WHICH A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING THE NORTHWESTERLY CORNER OF SAID LANDS BEARS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST, 104.35 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 21 DEGREES 54 MINUTES 44 SECONDS EAST, 187.3 FEET, MORE OR LESS TO AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF LOT 9, BLOCK H AS SHOWN ON THAT "PLAT OF DEL RIO WOODS SUBDIVISION NO. 6" FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, SAID ANGLE POINT MARKING THE WESTERLY TERMINUS OF THE COURSE IDENTIFIED AS NORTH 65 DEGREES 03 MINUTES WEST, 75.0 FEET ON LAST SAID MAP; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK H AND THE SOUTHWESTERLY LINE OF THE LANDS OF WILLIAM S. WEISEL, TRUSTEE AND THOMAS P. TEASLEY AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1994 0046654 AND 90-017991 RESPECTIVELY BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS THE FOLLOWING COURSES: SOUTH 66 DEGREES 09 MINUTES 32 SECONDS EAST (SOUTH 65 DEGREES 03 MINUTES EAST, MAP), 75.00 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 78 DEGREES 18 MINUTES WEST, MAP), 75.00 FEET; THENCE SOUTH 42 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 41 DEGREES 18 MINUTES EAST, MAP), 38.00 FEET; THENCE SOUTH 6 DEGREES 46 MINUTES 32 SECONDS EAST (SOUTH 5 DEGREES 40 MINUTES EAST, MAP AND DEED), 90.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 14 SECONDS WEST (SOUTH 1 DEGREE 33 MINUTES WEST, MAP AND DEED), 71.68 FEET, MORE OR LESS TO AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 18, OF SAID BLOCK H; THENCE ALONG SAID NORTHERLY LINE SOUTH 89 DEGREES 10 MINUTES 04 SECONDS EAST (SOUTH 89 DEGREES 35 MINUTES EAST, MAP), 50.93 FEET; THENCE SOUTH 37 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 36 DEGREES 28 MINUTES EAST, MAP), 85.00 FEET TO A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 18, BLOCK H AS SHOWN AND DELINEATED ON LAST SAID RECORD OF SURVEY MAP; THENCE SOUTH 63 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 62 DEGREES 28 MINUTES EAST, MAP), 87.00 FEET; THENCE NORTH 64 DEGREES 32 MINUTES 04 SECONDS EAST (NORTH 65 DEGREES 47 MINUTES EAST, MAP), 60.00 FEET TO A FOUND 1/2" IRON PIPE NOT TAGGED MARKING THE MOST EASTERLY CORNER OF LOT 19, BLOCK H AS SHOWN ON SAID RECORD OF SURVEY MAP; THENCE LEAVING SAID BLOCK H AND ALONG THE SOUTHWESTERLY LINE OF HILLTOP ROAD AS SHOWN AND DELINEATED ON SAID RECORD OF SURVEY THE FOLLOWING COURSES: SOUTH 49 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 48 DEGREES 28 MINUTES EAST, MAP) 25.70 FEET; THENCE NORTH 49 DEGREES 17 MINUTES 04 SECONDS EAST (NORTH 50 DEGREES 32 MINUTES EAST, MAP), 20.25 FEET; THENCE SOUTH 31 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 30 DEGREES 28 MINUTES EAST, MAP), 95.82 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 34 SECONDS EAST (NORTH 58 DEGREES 09 MINUTES 30 SECONDS EAST, MAP), 20.06 FEET TO THE MOST EASTERLY CORNER OF HILLTOP ROAD AS SHOWN ON SAID RECORD OF SURVEY, SAID CORNER ALSO BEING THE MOST SOUTHERLY CORNER OF THE LANDS OF WALSH AND CHESLEY AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO.

19944026358 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE LEAVING SAID HILLTOP ROAD AND ALONG THE SOUTHEASTERLY AND NORTHEASTERLY LINES OF LAST SAID LANDS THE FOLLOWING COURSES: NORTH 57 DEGREES 00 MINUTES 04 SECONDS EAST (NORTH 58 DEGREES 15 MINUTES EAST, DEED), 89.52 FEET; THENCE NORTH 31 DEGREES 42 MINUTES 56 SECONDS WEST (NORTH 30 DEGREES 28 MINUTES WEST, DEED), 50.00 FEET TO THE NORTHEASTERLY CORNER COMMON TO LAST SAID LANDS AND BLOCK G. DEL RIO WOODS SUBDIVISION NO. 6 AS SHOWN ON LAST SAID RECORD OF SURVEY MAP; THENCE NORTHWESTERLY, WESTERLY, AND NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK G THE FOLLOWING COURSES: NORTH 28 DEGREES 16 MINUTES 56 SECONDS WEST (NORTH 27 DEGREES 02 MINUTES WEST, MAP), 64.00 FEET; THENCE NORTH 24 DEGREES 46 MINUTES 56 SECONDS WEST (NORTH 23 DEGREES 32 MINUTES WEST. MAP), 44.00 FEET; THENCE NORTH 52 DEGREES 01 MINUTES 56 SECONDS WEST (NORTH 50 DEGREES 47 MINUTES WEST, MAP), 48.00 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID BLOCK G AS SHOWN AND DELINEATED ON THAT MAP ENTITLED PLAT OF DEL RIO WOODS SUBDIVISION NO.6, FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, NORTH 4 DEGREES 58 MINUTES 04 SECONDS EAST (NORTH 6 DEGREES 13 MINUTES EAST, MAP), 60.50 FEET; THENCE NORTH 75 DEGREES 11 MINUTES 56 SECONDS WEST (NORTH 73 DEGREES 57 MINUTES WEST, MAP), 75.95 FEET TO A POINT ON THE EASTERLY LINE OF SAID HILLTOP ROAD; THENCE ALONG SAID EASTERLY LINE NORTH 13 DEGREES 13 MINUTES 04 SECONDS EAST (NORTH 14 DEGREES 28 MINUTES EAST, MAP), 5.15 FEET; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK G NORTH 68 DEGREES 45 MINUTES 34 SECONDS EAST (NORTH 70 DEGREES 00 1/2 MINUTES EAST, MAP), 112.00 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF LOT 113, 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 SOUTHWESTERLY LINE OF SAID BLOCK A THE FOLLOWING COURSES, ALONG A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 65 DEGREES 26 MINUTES 57 SECONDS WEST, HAVING A RADIUS OF 219.31 FEET, A CENTRAL ANGLE OF 8 DEGREES 03 MINUTES 31 SECONDS, FOR A LENGTH OF 30.85 FEET; THENCE SOUTH 16 DEGREES 29 MINUTES 32 SECONDS EAST (SOUTH 15 DEGREES 23 MINUTES EAST, MAP), 86.82 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 00 SECONDS, FOR A LENGTH OF 158.87 FEET; THENCE SOUTH 27 DEGREES 27 MINUTES 32 SECONDS EAST (SOUTH 26 DEGREES 21 MINUTES EAST, MAP), 123.92 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 16 MINUTES 00 SECONDS, FOR A LENGTH OF 51.23 FEET TO THE MOST SOUTHERLY CORNER OF LOT 122 OF SAID BLOCK A; THENCE LEAVING SAID BLOCK A SOUTH 48 DEGREES 27 MINUTES 03 SECONDS WEST, 178.7 FEET, MORE OR LESS TO THE MOST EASTERLY CORNER OF THE LANDS OF THE COUNTY OF SONOMA AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1992-0118630 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA NORTH 77 DEGREES 29 MINUTES 56 SECONDS WEST (NORTH 76 DEGREES 15 MINUTES 00 SECONDS WEST, DEED), 160 FEET TO THE MOST NORTHERLY CORNER OF LAST SAID LANDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS SOUTH 12 DEGREES 30 MINUTES 04 SECONDS WEST (SOUTH 13 DEGREES 45 MINUTES 00 SECONDS WEST, DEED), 100.00 FEET; THENCE LEAVING SAID LANDS NORTH 77 DEGREES 29 MINUTES 56 SECONDS WEST, 125 FEET, MORE OR LESS TO A SET IRON PIPE; THENCE SOUTH 82 DEGREES 15 MINUTES 51 SECONDS WEST, 409.82 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.

(LLA LOT 5):

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.

(LLA LOT 6):

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.

(LLA LOT 7):

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" 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 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 OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG LAST SAID WESTERLY LINE NORTH 20 DEGREES 23 MINUTES 38 SECONDS WEST (NORTHWESTERLY, DEED), 495.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY LINE NORTH 83 DEGREES 36 MINUTES 24 SECONDS EAST, 236.38 FEET TO A POINT ON THE CENTERLINE OF A 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: NORTH 31 DEGREES 26 MINUTES 55 SECONDS EAST, 27.26 FEET; THENCE NORTH 52 DEGREES 26 MINUTES 01 SECOND EAST, 131.78 FEET; THENCE NORTH 74 DEGREES 53 MINUTES 10 SECONDS EAST, 145.61 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT 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 WESTERLY LINE OF LAST SAID LANDS NORTH 265 FEET, MORE OR LESS TO THE NORTHWESTERLY CORNER OF LAST SAID LANDS, SAID CORNER ALSO MARKING A POINT ON THE SOUTHERLY LINE OF BLOCK D 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 LEAVING SAID NORTHWESTERLY CORNER AND ALONG SAID SOUTHERLY LINE, THE FOLLOWING COURSES: NORTH 39 DEGREES 41 MINUTES 32 SECONDS WEST (NORTH 38 DEGREES 35 MINUTES WEST, MAP), 144 86 FEET; THENCE SOUTH 58 DEGREES 23 MINUTES 28 SECONDS WEST (SOUTH 59 DEGREES 30 MINUTES WEST, MAP), 134.80 FEET; THENCE NORTH 79 DEGREES 24 MINUTES 32 SECONDS WEST (NORTH 78 DEGREES 18 MINUTES WEST, MAP), 81.58

FEET; THENCE NORTH 29 DEGREES 58 MINUTES 32 SECONDS WEST (NORTH 28 DEGREES 52 MINUTES WEST, MAP), 105.88 FEET; THENCE SOUTH 79 DEGREES 17 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 24 MINUTES WEST, MAP), 119.54 FEET; THENCE NORTH 81 DEGREES 57 MINUTES 32 SECONDS WEST (NORTH 80 DEGREES 51 MINUTES WEST, MAP), 88.27 FEET TO A FOUND 3/8" IRON PIPE NOT TAGGED MARKING THE SOUTHERLY CORNER COMMON TO LOTS 21, 23 AND 24 OF SAID BLOCK D; THENCE CONTINUING ON THE SOUTHERLY LINE OF SAID BLOCK D, SOUTH 47 DEGREES 05 MINUTES 28 SECONDS WEST (SOUTH 48 DEGREES 12 MINUTES WEST, MAP), 99.0 FEET TO THE NORTHEAST CORNER OF OAK DRIVE AS SHOWN AND DELINEATED ON SAID MAP OF DEL RIO WOODS SUBDIVISION NO. 2; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID OAK DRIVE THE FOLLOWING COURSES: SOUTH 13 DEGREES 19 MINUTES 31 SECONDS EAST (SOUTH 12 DEGREES 13 MINUTES EAST, MAP), 30.00 FEET; THENCE SOUTH 76 DEGREES 40 MINUTES 28 SECONDS WEST (SOUTH 77 DEGREES 47 MINUTES WEST, MAP), 33.27 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 28 SECONDS WEST (SOUTH 47 DEGREES 27 MINUTES WEST, MAP), 76.74 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 28 SECONDS WEST (SOUTH 74 DEGREES 21 MINUTES WEST, MAP), 73.40 FEET; THENCE SOUTH 42 DEGREES 47 MINUTES 28 SECONDS WEST (SOUTH 43 DEGREES 54 MINUTES WEST, MAP), 145.08 FEET; THENCE NORTH 24 DEGREES 22 MINUTES 32 SECONDS WEST (NORTH 23 DEGREES 16 MINUTES WEST, MAP), 92.69 FEET; THENCE SOUTH 81 DEGREES 08 MINUTES 28 SECONDS WEST (SOUTH 82 DEGREES 15 MINUTES WEST, MAP), 56.38 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF OAK DRIVE 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 30, 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 OF SAID CONSERVATION EASEMENT; THENCE ALONG THE WESTERLY LINE OF LAST SAID PARCEL ONE SOUTH 20 DEGREES 23 MINUTES 38 SECONDS EAST (SOUTHEASTERLY, DEED)' 436.35 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.

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

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.

PARCEL TWO

A 50-FOOT STRIP OF LAND, THE SOUTHERN LINE OF WHICH IS COINCIDENT WITH THE

NORTHERN LINE OF THE CAMP ROSE TRACT AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SUBDIVISION OF CAMP ROSE, HEALDSBURG" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON OCTOBER 8, 1908 IN BOOK 21 OF MAPS, PAGE 6 AND BOUNDED ON THE WEST BY THE EXTENSION NORTHERLY OF THE WESTERN LINE OF LOT 28, BLOCK L OF SAID SUBDIVISION, AND ON THE EAST BY THE EXTENSION NORTHERLY OF THE EASTERN LINE OF LOT 6, BLOCK B OF SAID SUBDIVISION.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 8, 1995 UNDER DOCUMENT NO. 1996-0070436, OFFICIAL RECORDS OF SONOMA COUNTY, CALIFORNIA.

PARCEL THREE

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, 1961 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 30, 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.

PARCEL FOUR

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.

PARCEL FIVE

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.

PARCEL SIX

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.

MISCELLANEOUS LOTS:

PARCEL ONE

INTENTIONALLY DELETED

PARCEL TWO

INTENTIONALLY DELETED

PARCEL THREE

INTENTIONALLY DELETED

PARCEL FOUR

INTENTIONALLY DELETED

PARCEL FIVE:

INTENTIONALLY DELETED

PARCEL SIX:

INTENTIONALLY DELETED

PARCEL SEVEN:

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.

PARCEL EIGHT:

LOTS 1-4, 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.

PARCEL NINE:

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.

PARCEL TEN:

LOTS 15-18, 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.

PARCEL ELEVEN:

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.

PARCEL TWELVE:

LOTS 20-38, 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.

A.P.N. 087-130-002-000

EXHIBIT B
(Purchase Agreement)

PROPERTY PURCHASE AGREEMENT

This Property Purchase Agreement (“Agreement”) entered into as of the date of the last signature (“Effective Date”) by and between F.R.A.N.C.E.Z. LLC, a Delaware corporation, ("Seller"), and the Sonoma County Agricultural Preservation and Open Space District, a public agency (the "Buyer").

RECITALS

WHEREAS, Seller approached Buyer with an offer to sell to Buyer approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California (Assessor Parcel Nos. 087-044-036; 087-045-001, 002, 004, 006, 007, & 008; 087-053-005; 087-110-007, 008, 009, 010, 011, & 012; 087-120-001; 087-130-002, 003, & 004; 087-140-037, & 038; 087-171-025, & 026; 087-181-024, & 025; 087-191-022; 087-220-001) as more completely described below; and

WHEREAS, the parties desire to close escrow and transfer the property (hereinafter the “Closing”) on or before the Closing Date (as defined in Section 5 below); and

WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions of the sale to Buyer.

NOW, THEREFORE, IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

AGREEMENT

1. Property Included in Sale. Seller hereby agrees to sell and convey to Buyer, or its assignee, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

(a) all that certain real property comprising approximately 198.7 acres of land in unincorporated Sonoma County near Healdsburg, California (Assessor Parcel Nos. 087-044-036; 087-045-001, 002, 004, 006, 007, & 008; 087-053-005; 087-110-007, 008, 009, 010, 011, & 012; 087-120-001; 087-130-002, 003, & 004; 087-140-037, & 038; 087-171-025, & 026; 087-181-024, & 025; 087-191-022; 087-220-001), and as more particularly described in Exhibit A attached hereto (the "Real Property"); and

(b) all rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Real Property, as well as all development rights, air rights, water, water rights and water stock relating to the Real Property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Real Property (all of which are collectively referred to as the "Appurtenances"), and all improvements, structures, and fixtures located on the Real Property, and all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property (all of which are collectively referred to as the "Improvements");

All of the items referred to in subsection (a) and (b) above are hereinafter collectively referred to as the "Property".

2. Purchase Price.

(a) The purchase price of the Property is One Million Eight Hundred Thousand Dollars (\$1,800,000) (the "Purchase Price").

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) business days after the execution of this Agreement by both Buyer and Seller, Buyer shall deposit in escrow with First American Title Company- Healdsburg office ("Title Company"), a deposit in the amount of Twenty-five Thousand Dollars (\$25,000) (the "Deposit"). All sums constituting the Deposit shall be held in an interest-bearing account and interest accruing thereon shall be held for the account of Buyer. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit plus interest accrued thereon shall be credited against the Purchase Price. In the event the sale of the Property is not consummated because of the failure of any condition or any other reason except a default under this Agreement solely on the part of Buyer, the Deposit plus interest accrued thereon shall immediately be returned to Buyer. If said sale is not consummated because of a default under this Agreement solely on the part of Buyer, the Deposit but not the interest accrued thereon shall be paid to and retained by Seller as liquidated damages. The parties have agreed that Seller's actual damages, in the event of a default by Buyer, would be extremely difficult or impracticable to determine. Therefore, by placing their initials below, the parties acknowledge the Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and as Seller's exclusive remedy against Buyer, at law or in equity, in the event of a default under this Agreement solely on the part of Buyer.

Seller _____

Buyer _____

(ii) Buyer shall pay \$1,775,000, the balance of the Purchase Price, by depositing such payment into escrow in immediately available funds at least one (1) business day before the Closing Date (as defined in Section 5 below).

3. Title to the Property. At the Closing, Seller shall convey to Buyer or its assignee marketable and insurable fee simple title to the Real Property and the Appurtenances and the Improvements, by duly executed and acknowledged grant deed in a form acceptable to Buyer. Evidence of delivery of marketable and insurable fee simple title shall be the issuance by Title Company of a(n) CLTA Owner's Policy of Title Insurance, in the full amount of the appraised value, insuring fee simple title to the Real Property and the Appurtenances in Buyer, subject only to such exceptions as Buyer shall approve pursuant to Section 4(b) below. Said policy shall provide full coverage against mechanics' or materialmen's liens arising out of the construction of any improvements and shall contain such special endorsements as Buyer may reasonably require.

4. Conditions to Closing. Buyer shall have until 120 days from the Effective Date to satisfy or waive the following conditions as determined in Buyer's sole discretion, provided, however that conditions 4(a), 4(h), 4(j) and 4(m) shall remain conditions until the Closing. All of the following conditions to Closing, including 4(a), 4(h), 4(j) and 4(m), shall be subject to the last paragraph of this Section 4, which requires, among other provisos, that the Closing Date shall not be extended except upon the express written agreement thereto by both parties hereto. The following conditions are precedent to Buyer's obligation to purchase the Property:

(a) The City of Healdsburg shall have agreed to accept title to the Property at the time of Closing, which it may decline to do for any reason, and the City of Healdsburg shall in fact accept title to the Property at the time of Closing, which it may decline to do for any reason. Nothing in this Section 4(a) shall be construed to permit extension of the Closing Date without both parties' written consent thereto. .

(b) Buyer's review and approval of any supplemental real property appraisals as may be needed in Buyer's opinion to support the Purchase Price in the event that the investigations described in Sections 4(c) through 4(g), inclusive, reveal information or circumstances which may affect the appraised value of the Property. Such appraisal shall be conducted by an appraiser selected by Buyer at Buyer's sole cost, and shall be prepared in accordance with the Sonoma County Agricultural Preservation and Open Space District's Guidelines and Standards for Preparation of Narrative Appraisal Reports. No such supplemental real estate appraisal shall be undertaken without the express written agreement of both parties hereto. Further, Buyer's

determination that such an appraisal is necessary in order to proceed with this transaction shall not be construed as an act of bad faith respecting this Agreement.

(c) Buyer's review and approval of title to the Property, as evidenced by a current extended coverage preliminary title report, accompanied by copies of all documents referred to in the report. Seller shall as soon as possible after executing this Agreement deliver to Buyer copies of all existing and proposed easements, covenants, restrictions, leases, agreements or other documents which affect the Property and which are not disclosed by the preliminary title report, or, if no such documents exist, a certification of Seller to that effect. Buyer shall advise Seller, at least thirty (30) days prior to Closing, what exceptions to title, if any, will be accepted by Buyer. Seller shall have ten (10) days after receipt of Buyer's objections to give Buyer notice: (i) that Seller will remove any objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller elects not to cause such exceptions to be removed. If Seller gives Buyer notice under clause (ii), Buyer shall have ten (10) days to decide to proceed with the purchase and take the Property subject to such exceptions, or to terminate this Agreement. If Buyer shall fail to give Seller notice of its election within said ten (10) days, Buyer shall be deemed to have elected to terminate this Agreement. If Seller shall give notice pursuant to clause (i) and shall fail to remove any such objectionable exceptions from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Seller shall be in default hereunder and, without limiting Buyer's rights and remedies against Seller, Buyer may elect to terminate this Agreement and Seller shall be liable for all of Buyer's damages, including, without limitation, Buyer's costs and expenses incurred hereunder.

(d) Buyer's review and approval of an "as-built" survey of the Real Property by a licensed surveyor or civil engineer. Said survey shall be acceptable to, and certified to, Buyer and in sufficient detail to provide the basis for Owner's Policy of Title Insurance without boundary, encroachment or survey exceptions, and shall show the location of all easements and any improvements (including underground improvements) and any and all other pertinent information with respect to the Property. The survey shall also indicate any encroachments of any improvements onto easements or onto adjacent properties or certify to their absence and shall indicate the presence of improvements and easements on property adjoining the Real Property if located within five (5) feet of the boundaries of the Real Property. The costs of the survey shall be paid by Buyer.

(e) Buyer's review and approval of all governmental permits and approvals obtained or held by Seller and related to the use, construction, operation or occupancy of any part of the Property.

(f) Buyer shall conduct a geological/seismic investigation of the Property and shall be satisfied that the Property is free from geologic or seismic conditions that would render the Property unsuitable for Buyer's proposed use and that any water impoundments are constructed in an adequate manner and with all necessary permits.

(g) Buyer shall have an environmental site assessment prepared for the Property and shall be satisfied that the Property is free from known or potential toxic contamination. Within thirty (30) days of the Effective Date, Seller shall disclose in writing all hazardous material matters concerning the Property that Seller can reasonably gather from its records. Such action by Buyer shall in no way impair, waive or diminish Seller's representation contained in Section 6(h) below.

(h) The physical condition of the Property shall be substantially the same on the day of Closing as on the date of the execution of this Agreement, reasonable wear and tear and loss by casualty excepted, and, as of the day of Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing, would, in Buyer's sole discretion, materially adversely affect the value of the Property or the ability of Buyer to operate the Property in the manner it is currently being operated, and no proceedings shall be pending or threatened which could or would cause the change, redesignation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, the Property, or any portion thereof, or any property adjacent to the Property.

(i) Receipt by Buyer of any documentation required under California Government Code Section 65402.

(j) Compliance by Buyer, or its assignee, with the California Environmental Quality Act of 1970, as determined to be necessary by Buyer or its assignee and the statute of limitations shall have run on Buyer's CEQA determination and no CEQA claims shall have been filed against Buyer or its assignee.

(k) Buyer's receipt of all necessary approvals to perform this Agreement from the Sonoma County Agricultural Preservation and Open Space District Board of Directors.

(l) Buyer shall be satisfied that the Property is suitable for its intended uses including, without, limitation that there is at least one point of legal and sufficient access to the Property which will accommodate use of the Property as a public park.

(m) All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

(n) A legal description of the Property shall be approved by the County Surveyor.

The foregoing conditions contained in items (a) through (n) are intended solely for the benefit of Buyer. If any of the foregoing conditions are not satisfied, Buyer shall have the right at its sole election either to waive the condition in question and proceed with the purchase or, in the alternative, terminate this Agreement and obtain refund of the Deposit plus accrued interest thereon. The Closing Date may be extended, by the express written agreement of both parties hereto, a reasonable period of time if required to allow said conditions to be satisfied, subject to Buyer's further right to terminate this Agreement and obtain a refund of the Deposit plus accrued interest thereon upon the expiration of the period of any such extension if all said conditions have not been satisfied. In the event Buyer elects to terminate this Agreement, Buyer shall pay any title and escrow charges, and neither party shall have any further rights or obligations under this Agreement.

5. Closing and Escrow.

(a) Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Title Company and this instrument shall serve as the instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of the supplementary escrow instructions shall control.

(b) The Closing hereunder shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of the Title Company, within 150 days from the Effective Date, or such other date as Buyer and Seller may mutually agree in writing (the "Closing Date"); provided however that Buyer shall not be required to close escrow unless all conditions to Closing have been satisfied or waived by Buyer in accordance with Section 4 of this Agreement. Such date may not be extended without the prior written approval of both Seller and Buyer. In the event the Closing does not occur on or before the Closing Date, the escrow holder shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such

return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

(c) At or before the Closing, Seller shall deliver to Buyer the following:

(i) A duly executed and acknowledged grant deed conveying to the Buyer the Real Property and the Appurtenances, and all rights, privileges and easements appurtenant thereto, as required by Section 3 above;

(ii) Originals of all leases (and amendments thereto, if any, and all records and correspondence relating thereto) covering any portion of the Property, and any security deposits relating thereto;

(iii) An affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code and substantially in the form attached hereto as Exhibit B and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

(iv) An affidavit pursuant to Section 18662 of the California Revenue and Taxation Code regarding the withholding requirements for sellers of real property in California;

(v) Closing statement in form and content satisfactory to Buyer and Seller.

Buyer may waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

(d) Seller and Buyer shall each deposit such other instruments as are reasonably required by the escrow holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof, including, without limitation, an agreement (the "Designation Agreement") designating Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Federal Code and the regulations promulgated thereunder, and executed by Seller, Buyer and Title Company. The Designation Agreement shall be substantially in the form attached hereto as Exhibit C and, in any event, shall comply with the requirements of Section 6045(e) of the Internal Revenue Code and the regulations promulgated thereunder.

(e) Rents actually collected (whether such collection occurs prior to, on or after the Closing), real property taxes, water, sewer and utility charges, annual permits and/or inspection fees (calculated on the basis of the period covered), insurance premiums (as to those policies, if any, that Buyer determines will be continued after the Closing), and other expenses normal to the operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the date the grant deed is recorded on the basis of a 365-day year. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party, together with interest thereon at the rate of five percent (5%) per annum from the Closing Date to the date of payment if payment is not made within ten (10) days after delivery of a bill therefor.

(f) At or before the Closing, Seller shall pay the full amount of all current and delinquent taxes and any other assessments or bonds on the Property. Buyer shall pay the premium for the policy of title insurance and all other costs and charges of the escrow for the sale.

(g) Buyer or its assignee agrees to cooperate with Seller in completing an exchange qualifying for nonrecognition of gain under Internal Revenue Code §1031 and the applicable provisions of the California Revenue and Taxation Code. Seller reserves the right to convert this transaction to an exchange at any time before the Closing. Seller and Buyer agree, however, that consummation of the transaction contemplated by this Agreement is not predicated or conditioned on completion of such an exchange. If Seller elects to complete an exchange, Buyer shall execute all escrow instructions, documents, agreements, or instruments reasonably requested by Seller to complete the exchange. Buyer shall incur no additional liabilities, expenses, or costs as a result of or connected with the exchange. Seller agrees to indemnify, defend, and hold Buyer harmless from any liabilities, damages, or costs (including but not limited to reasonable attorney fees and related costs) that may arise from Buyer's participation in the exchange.

6. Representations and Warranties of Seller. Seller hereby represents, to the best of its knowledge after all due and reasonable inquiry, and warrants to Buyer as follows:

(a) There are now, and at the time of Closing will be, no material physical defects of the Property.

(b) The use and operation of the Property now are, and at the time of Closing will be, in full compliance with applicable building codes, zoning and land use laws, and other applicable local, state and federal laws and regulations.

(c) All contracts, documents, reports, and/or leases delivered to Buyer pursuant to this Agreement or in connection with the execution hereof are and at the time of Closing will be true and correct copies, and are and at the time of Closing will be in full force and effect, without default by (or notice of default to) any party.

(d) Except as otherwise disclosed to Buyer in writing, , Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use and operation of the Property for its existing purpose, or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

(e) There is now no litigation pending or threatened, against Seller or any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the use or operation of the Property or the value of the Property or adversely affect the ability of Seller to perform its obligations under this Agreement, including without limitation any proceeding or inquiry underway or threatened by any individual, entity or government authority with respect to: (i) the presence of any hazardous material (as defined in Subsection 6(h) below) on the Property or the migration thereof from or to adjacent property; or (ii) any property boundary disputes.

(f) This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Seller, are or at the time of Closing will be legal, valid, and binding obligations of Seller, are and at the time of Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(g) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

(h) The Property is not in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Neither Seller, nor to the best of Seller's knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or transported any Hazardous Material over the Property. Neither Seller, nor to the best of Seller's knowledge, any third party has installed, used or removed any storage tank on, from or in connection with the Property, and to the best of

Seller's knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property. To the best of Seller's knowledge, the Property does not consist of any building materials that contain Hazardous Material. For the purposes hereof, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§3011 et seq.

7. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows: Buyer is a public agency; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

8. Indemnification. Each party hereby agrees to indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any misrepresentations or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this Section 8 shall survive beyond the delivery of the grant deed and transfer of title, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement. Seller hereby understands and acknowledges that the proposed transaction is a voluntary negotiated transaction by Seller and Buyer which was initiated by Seller first approaching Buyer with the proposed transaction, and therefore Seller hereby voluntarily waives any rights it may have to any relocation benefits.

9. Loss by Fire or Other Casualty; Condemnation. In the event that, prior to Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) business days after receiving written notice of such damage, destruction or condemnation

proceedings, to terminate this Agreement, in which case, except as provided in Section 8, neither party shall have any further rights or obligations hereunder and the Deposit plus accrued interest thereon shall be refunded to Buyer. If Buyer elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Seller by reason of such damage, destruction or condemnation shall be paid or assigned to Buyer. In the event of non-material damage to the Property, which damage Seller is unwilling to repair or replace, Buyer shall have the right, exercisable by giving notice within fifteen (15) business days after receiving written notice of such damage to terminate this Agreement as hereinabove in this section provided or accept the Property in its then condition and proceed with the purchase.

10. Possession. Possession of the Property shall be delivered to Buyer or its assignee on the Closing Date, provided, however, that Seller shall afford authorized representatives of Buyer reasonable access to the Property, prior to the Closing Date, for the purposes of satisfying Buyer with respect to the representations, warranties, and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein.

11. Maintenance of Property. Between the Seller's execution of this Agreement and the Closing, Seller shall maintain the Property in good order, condition and repair, reasonable wear and tear excepted.

12. Buyer's Consent to New Contracts Affecting the Property. Seller shall not, after the date of Seller's execution of this Agreement, enter into any lease, amendment of lease, contract or agreement or permit any tenant of the Property to enter into any sublease, assignment of lease, easement, contract, or agreement pertaining to the Property, or modify any lease, easement, contract or agreement pertaining to the Property or waive any rights of Seller thereunder, without in each case obtaining Buyer's prior written consent thereto, which consent Buyer agrees shall not be unreasonably withheld.

13. Miscellaneous.

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

Seller: F.R.A.N.C.E.Z. LLC
Mr. Edwin Wilson, Esq.
Sayre & Wilson
16107 Healdsburg Avenue

Healdsburg, CA 95448

Buyer: Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Ave.- Suite 100
Santa Rosa, CA 95401

or such other address as either party may from time to time specify in writing to the other.

(b) Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes his claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. The provisions of this Section shall survive the Closing.

(c) Assignment; Successors and Assigns. Buyer shall have the right to assign this Agreement, as long as the assignee assumes all obligations of Buyer and agrees to execute all documents and perform all obligations imposed on Buyer as if the assignee were the original buyer in this Agreement. Upon the assignee's assumption of Buyer's obligations, Buyer shall be relieved of liability under this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(d) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(e) Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of Closing, shall be deemed to be material, and shall survive the execution and delivery of this Agreement and the delivery of the deed and transfer of title. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

(h) Time of the Essence. Time is of the essence of this Agreement.

(i) Headings. The headings used herein are for the purposes of convenience only and should not be used in construing the provisions hereof.

(j) Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any person or circumstances will held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances will not be affected.

(k) No Waiver. No consent or waiver by either party to or of any breach or any representation, covenant or warranty will be construed as a consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.

(l) Interpretation. All parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement will be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement.

(m) Third-Party Beneficiary. The parties to this Agreement agree, and hereby covenant, that the City of Healdsburg (“City”) shall be an intended beneficiary of this Agreement and of all representations and warranties of Seller relating to this Agreement, including without limitation, the Hazardous Materials Warranty, Representation and Indemnity, described in section 5(c)(ii) of this Agreement.

(n) LLC Authority. As Seller is a limited liability company, the principals of which desire to remain anonymous, Seller’s attorney Edwin Wilson, Esq., shall deliver to Buyer, upon execution of this Agreement, a declaration under penalty of perjury, in a form acceptable to Buyer, stating that he is authorized to execute this Agreement on behalf of the Seller, F.R.A.N.C.E.Z. LLC.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER: F.R.A.N.C.E.Z. LLC

By: _____

Name: _____

Title: _____

BUYER: Sonoma County Agricultural Preservation
and Open Space District

By: _____

William J. Keene
General Manager

APPROVED AS TO FORM FOR BUYER:

By: _____

Lisa Pheatt
Deputy County Counsel

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT 'A'

File No.: **4905-2321718 (DJM)**

Property: **Vacant Land, CA, , CA**

TRACT ONE:

(LLA LOT 1)

**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 0070438 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.

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.

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.

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.

(LLA LOT 2)

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.

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.

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.

(LLA LOT 3):

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 19964001079 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 FEET 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 OF 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.

(LLA LOT 4):

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" 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 SOUTHWESTERLY 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 SOUTHEAST 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 SOUTHERLY LINE OF SAID LANDS OF DREW SOUTH 74 DEGREES 37 MINUTES 36 SECONDS EAST (SOUTH 73 DEGREES 22 MINUTES 40 SECONDS EAST, MAP), 208.71 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE SOUTHEASTERLY CORNER OF SAID LANDS OF DREW; THENCE ALONG THE EASTERLY LINE OF SAID LANDS NORTH 15 DEGREES 06 MINUTES 24 SECONDS EAST (NORTH 16 DEGREES 21 MINUTES 20 SECONDS, MAP), 208.71 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST (NORTH 73 DEGREES 22 MINUTES 40 SECONDS WEST, MAP), 104.36 FEET TO A SET IRON PIPE, FROM WHICH A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING THE NORTHWESTERLY CORNER OF SAID LANDS BEARS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST, 104.35 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 21 DEGREES 54 MINUTES 44 SECONDS EAST, 187.3 FEET, MORE OR LESS TO AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF LOT 9, BLOCK H AS SHOWN ON THAT "PLAT OF DEL RIO WOODS SUBDIVISION NO. 6" FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, SAID ANGLE POINT MARKING THE WESTERLY TERMINUS OF THE COURSE IDENTIFIED AS NORTH 65 DEGREES 03 MINUTES WEST, 75.0 FEET ON LAST SAID MAP; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK H AND THE SOUTHWESTERLY LINE OF THE LANDS OF WILLIAM S. WEISEL, TRUSTEE AND THOMAS P. TEASLEY AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1994 0046654 AND 90-017991 RESPECTIVELY BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS THE FOLLOWING COURSES: SOUTH 66 DEGREES 09 MINUTES 32 SECONDS EAST (SOUTH 65 DEGREES 03 MINUTES EAST, MAP), 75.00 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 78 DEGREES 18 MINUTES WEST, MAP), 75.00 FEET; THENCE SOUTH 42 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 41 DEGREES 18 MINUTES EAST, MAP), 38.00 FEET; THENCE SOUTH 6 DEGREES 46 MINUTES 32 SECONDS EAST (SOUTH 5 DEGREES 40 MINUTES EAST, MAP AND DEED), 90.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 14 SECONDS WEST (SOUTH 1 DEGREE 33 MINUTES WEST, MAP AND DEED), 71.68 FEET, MORE OR LESS TO AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 18, OF SAID BLOCK H; THENCE ALONG SAID NORTHERLY LINE SOUTH 89 DEGREES 10 MINUTES 04 SECONDS EAST (SOUTH 89 DEGREES 35 MINUTES EAST, MAP), 50.93 FEET; THENCE SOUTH 37 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 36 DEGREES 28 MINUTES EAST, MAP), 85.00 FEET TO A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 18, BLOCK H AS SHOWN AND DELINEATED ON LAST SAID RECORD OF SURVEY MAP; THENCE SOUTH 63 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 62 DEGREES 28 MINUTES EAST, MAP), 87.00 FEET; THENCE NORTH 64 DEGREES 32 MINUTES 04 SECONDS EAST (NORTH 65 DEGREES 47 MINUTES EAST, MAP), 60.00 FEET TO A FOUND 1/2" IRON PIPE NOT TAGGED MARKING THE MOST EASTERLY CORNER OF LOT 19, BLOCK H AS SHOWN ON SAID RECORD OF SURVEY MAP; THENCE LEAVING SAID BLOCK H AND ALONG THE SOUTHWESTERLY LINE OF HILLTOP ROAD AS SHOWN AND DELINEATED ON SAID RECORD OF SURVEY THE FOLLOWING COURSES: SOUTH 49 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 48 DEGREES 28 MINUTES EAST, MAP) 25.70 FEET; THENCE NORTH 49 DEGREES 17 MINUTES 04 SECONDS EAST (NORTH 50 DEGREES 32 MINUTES EAST, MAP), 20.25 FEET; THENCE SOUTH 31 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 30 DEGREES 28 MINUTES EAST, MAP), 95.82 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 34 SECONDS EAST (NORTH 58 DEGREES 09 MINUTES 30 SECONDS EAST, MAP), 20.06 FEET TO THE MOST EASTERLY CORNER OF HILLTOP ROAD AS SHOWN ON SAID RECORD OF SURVEY, SAID CORNER ALSO BEING THE MOST SOUTHERLY CORNER OF THE LANDS OF WALSH AND CHESLEY AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO.

19944026358 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE LEAVING SAID HILLTOP ROAD AND ALONG THE SOUTHEASTERLY AND NORTHEASTERLY LINES OF LAST SAID LANDS THE FOLLOWING COURSES: NORTH 57 DEGREES 00 MINUTES 04 SECONDS EAST (NORTH 58 DEGREES 15 MINUTES EAST, DEED), 89.52 FEET; THENCE NORTH 31 DEGREES 42 MINUTES 56 SECONDS WEST (NORTH 30 DEGREES 28 MINUTES WEST, DEED), 50.00 FEET TO THE NORTHEASTERLY CORNER COMMON TO LAST SAID LANDS AND BLOCK G. DEL RIO WOODS SUBDIVISION NO. 6 AS SHOWN ON LAST SAID RECORD OF SURVEY MAP; THENCE NORTHWESTERLY, WESTERLY, AND NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK G THE FOLLOWING COURSES: NORTH 28 DEGREES 16 MINUTES 56 SECONDS WEST (NORTH 27 DEGREES 02 MINUTES WEST, MAP), 64.00 FEET; THENCE NORTH 24 DEGREES 46 MINUTES 56 SECONDS WEST (NORTH 23 DEGREES 32 MINUTES WEST. MAP), 44.00 FEET; THENCE NORTH 52 DEGREES 01 MINUTES 56 SECONDS WEST (NORTH 50 DEGREES 47 MINUTES WEST, MAP), 48.00 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID BLOCK G AS SHOWN AND DELINEATED ON THAT MAP ENTITLED PLAT OF DEL RIO WOODS SUBDIVISION NO.6, FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, NORTH 4 DEGREES 58 MINUTES 04 SECONDS EAST (NORTH 6 DEGREES 13 MINUTES EAST, MAP), 60.50 FEET; THENCE NORTH 75 DEGREES 11 MINUTES 56 SECONDS WEST (NORTH 73 DEGREES 57 MINUTES WEST, MAP), 75.95 FEET TO A POINT ON THE EASTERLY LINE OF SAID HILLTOP ROAD; THENCE ALONG SAID EASTERLY LINE NORTH 13 DEGREES 13 MINUTES 04 SECONDS EAST (NORTH 14 DEGREES 28 MINUTES EAST, MAP), 5.15 FEET; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK G NORTH 68 DEGREES 45 MINUTES 34 SECONDS EAST (NORTH 70 DEGREES 00 1/2 MINUTES EAST, MAP), 112.00 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF LOT 113, 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 SOUTHWESTERLY LINE OF SAID BLOCK A THE FOLLOWING COURSES, ALONG A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 65 DEGREES 26 MINUTES 57 SECONDS WEST, HAVING A RADIUS OF 219.31 FEET, A CENTRAL ANGLE OF 8 DEGREES 03 MINUTES 31 SECONDS, FOR A LENGTH OF 30.85 FEET; THENCE SOUTH 16 DEGREES 29 MINUTES 32 SECONDS EAST (SOUTH 15 DEGREES 23 MINUTES EAST, MAP), 86.82 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 00 SECONDS, FOR A LENGTH OF 158.87 FEET; THENCE SOUTH 27 DEGREES 27 MINUTES 32 SECONDS EAST (SOUTH 26 DEGREES 21 MINUTES EAST, MAP), 123.92 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 16 MINUTES 00 SECONDS, FOR A LENGTH OF 51.23 FEET TO THE MOST SOUTHERLY CORNER OF LOT 122 OF SAID BLOCK A; THENCE LEAVING SAID BLOCK A SOUTH 48 DEGREES 27 MINUTES 03 SECONDS WEST, 178.7 FEET, MORE OR LESS TO THE MOST EASTERLY CORNER OF THE LANDS OF THE COUNTY OF SONOMA AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1992-0118630 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA NORTH 77 DEGREES 29 MINUTES 56 SECONDS WEST (NORTH 76 DEGREES 15 MINUTES 00 SECONDS WEST, DEED), 160 FEET TO THE MOST NORTHERLY CORNER OF LAST SAID LANDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS SOUTH 12 DEGREES 30 MINUTES 04 SECONDS WEST (SOUTH 13 DEGREES 45 MINUTES 00 SECONDS WEST, DEED), 100.00 FEET; THENCE LEAVING SAID LANDS NORTH 77 DEGREES 29 MINUTES 56 SECONDS WEST, 125 FEET, MORE OR LESS TO A SET IRON PIPE; THENCE SOUTH 82 DEGREES 15 MINUTES 51 SECONDS WEST, 409.82 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.

(LLA LOT 5):

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.

(LLA LOT 6):

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.

(LLA LOT 7):

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" 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 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 OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG LAST SAID WESTERLY LINE NORTH 20 DEGREES 23 MINUTES 38 SECONDS WEST (NORTHWESTERLY, DEED), 495.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY LINE NORTH 83 DEGREES 36 MINUTES 24 SECONDS EAST, 236.38 FEET TO A POINT ON THE CENTERLINE OF A 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: NORTH 31 DEGREES 26 MINUTES 55 SECONDS EAST, 27.26 FEET; THENCE NORTH 52 DEGREES 26 MINUTES 01 SECOND EAST, 131.78 FEET; THENCE NORTH 74 DEGREES 53 MINUTES 10 SECONDS EAST, 145.61 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT 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 WESTERLY LINE OF LAST SAID LANDS NORTH 265 FEET, MORE OR LESS TO THE NORTHWESTERLY CORNER OF LAST SAID LANDS, SAID CORNER ALSO MARKING A POINT ON THE SOUTHERLY LINE OF BLOCK D 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 LEAVING SAID NORTHWESTERLY CORNER AND ALONG SAID SOUTHERLY LINE, THE FOLLOWING COURSES: NORTH 39 DEGREES 41 MINUTES 32 SECONDS WEST (NORTH 38 DEGREES 35 MINUTES WEST, MAP), 144 86 FEET; THENCE SOUTH 58 DEGREES 23 MINUTES 28 SECONDS WEST (SOUTH 59 DEGREES 30 MINUTES WEST, MAP), 134.80 FEET; THENCE NORTH 79 DEGREES 24 MINUTES 32 SECONDS WEST (NORTH 78 DEGREES 18 MINUTES WEST, MAP), 81.58

FEET; THENCE NORTH 29 DEGREES 58 MINUTES 32 SECONDS WEST (NORTH 28 DEGREES 52 MINUTES WEST, MAP), 105.88 FEET; THENCE SOUTH 79 DEGREES 17 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 24 MINUTES WEST, MAP), 119.54 FEET; THENCE NORTH 81 DEGREES 57 MINUTES 32 SECONDS WEST (NORTH 80 DEGREES 51 MINUTES WEST, MAP), 88.27 FEET TO A FOUND 3/8" IRON PIPE NOT TAGGED MARKING THE SOUTHERLY CORNER COMMON TO LOTS 21, 23 AND 24 OF SAID BLOCK D; THENCE CONTINUING ON THE SOUTHERLY LINE OF SAID BLOCK D, SOUTH 47 DEGREES 05 MINUTES 28 SECONDS WEST (SOUTH 48 DEGREES 12 MINUTES WEST, MAP), 99.0 FEET TO THE NORTHEAST CORNER OF OAK DRIVE AS SHOWN AND DELINEATED ON SAID MAP OF DEL RIO WOODS SUBDIVISION NO. 2; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID OAK DRIVE THE FOLLOWING COURSES: SOUTH 13 DEGREES 19 MINUTES 31 SECONDS EAST (SOUTH 12 DEGREES 13 MINUTES EAST, MAP), 30.00 FEET; THENCE SOUTH 76 DEGREES 40 MINUTES 28 SECONDS WEST (SOUTH 77 DEGREES 47 MINUTES WEST, MAP), 33.27 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 28 SECONDS WEST (SOUTH 47 DEGREES 27 MINUTES WEST, MAP), 76.74 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 28 SECONDS WEST (SOUTH 74 DEGREES 21 MINUTES WEST, MAP), 73.40 FEET; THENCE SOUTH 42 DEGREES 47 MINUTES 28 SECONDS WEST (SOUTH 43 DEGREES 54 MINUTES WEST, MAP), 145.08 FEET; THENCE NORTH 24 DEGREES 22 MINUTES 32 SECONDS WEST (NORTH 23 DEGREES 16 MINUTES WEST, MAP), 92.69 FEET; THENCE SOUTH 81 DEGREES 08 MINUTES 28 SECONDS WEST (SOUTH 82 DEGREES 15 MINUTES WEST, MAP), 56.38 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF OAK DRIVE 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 30, 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 OF SAID CONSERVATION EASEMENT; THENCE ALONG THE WESTERLY LINE OF LAST SAID PARCEL ONE SOUTH 20 DEGREES 23 MINUTES 38 SECONDS EAST (SOUTHEASTERLY, DEED)' 436.35 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.

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

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.

PARCEL TWO

A 50-FOOT STRIP OF LAND, THE SOUTHERN LINE OF WHICH IS COINCIDENT WITH THE

NORTHERN LINE OF THE CAMP ROSE TRACT AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SUBDIVISION OF CAMP ROSE, HEALDSBURG" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON OCTOBER 8, 1908 IN BOOK 21 OF MAPS, PAGE 6 AND BOUNDED ON THE WEST BY THE EXTENSION NORTHERLY OF THE WESTERN LINE OF LOT 28, BLOCK L OF SAID SUBDIVISION, AND ON THE EAST BY THE EXTENSION NORTHERLY OF THE EASTERN LINE OF LOT 6, BLOCK B OF SAID SUBDIVISION.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 8, 1995 UNDER DOCUMENT NO. 1996-0070436, OFFICIAL RECORDS OF SONOMA COUNTY, CALIFORNIA.

PARCEL THREE

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, 1961 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 30, 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.

PARCEL FOUR

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.

PARCEL FIVE

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.

PARCEL SIX

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.

MISCELLANEOUS LOTS:

PARCEL ONE

INTENTIONALLY DELETED

PARCEL TWO

INTENTIONALLY DELETED

PARCEL THREE

INTENTIONALLY DELETED

PARCEL FOUR

INTENTIONALLY DELETED

PARCEL FIVE:

INTENTIONALLY DELETED

PARCEL SIX:

INTENTIONALLY DELETED

PARCEL SEVEN:

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.

PARCEL EIGHT:

LOTS 1-4, 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.

PARCEL NINE:

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.

PARCEL TEN:

LOTS 15-18, 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.

PARCEL ELEVEN:

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.

PARCEL TWELVE:

LOTS 20-38, 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.

A.P.N. 087-130-002-000

EXHIBIT B

CERTIFICATE OF NON-FOREIGN STATUS
(FIRPTA AFFIDAVIT)

Section 1445 of the Internal Revenue Code provides that a transferee of U.S. real property interest must withhold tax if _____, ("Seller") is a foreign person. To inform the _____ ("Buyer") that withholding of tax is not required upon the disposition of the Property, the undersigned hereby certifies the following:

1. I am not a resident alien for purposes of U.S. income taxation; and
2. The U.S. taxpayer identification number (Social Security number) for Seller is _____; and
3. My home address is _____; and
4. I agree to inform Buyer promptly if I become a nonresident alien at any time during the three years immediately following the date of this notice.

I understand that this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statement made herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

DESIGNATION AGREEMENT

(Escrow No. _____)

This DESIGNATION AGREEMENT (the "Agreement") is entered into by and between F.R.A.N.C.E.Z. LLC ("Seller"), The Sonoma County Agricultural Preservation and Open Space District ("Buyer") and First American Title Company – Healdsburg ("Title Company") as of _____, 2012, (the "Effective Date").

I. RECITALS

A. Pursuant to that certain Property Purchase Agreement entered into by and between Seller and Buyer, dated _____, 20__ (the "Purchase Agreement"), Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, that certain real property located in unincorporated Healdsburg, CA California, and described more fully on attached Exhibit A (the "Property") (The purchase and sale of the Property pursuant to the Purchase Agreement is sometimes referred to below as the "Transaction").

B. Section 6045(e) of the United States Internal Revenue Code and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Transaction.

C. Pursuant to the Purchase Agreement, an escrow has been opened with Title Company through which the Transaction will be or is being closed. Title Company is either (i) the person responsible for closing the Transaction (as described in the Reporting Requirements) or (ii) the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed in connection with the Transaction (as described in the Reporting Requirements).

D. Seller, Buyer and Title Company desire to designate Title Company as the "Reporting Person" (as defined in the Reporting Requirements) with respect to the Transaction as permitted by Treas. Reg. §1.6045-4(e)(5).

II. AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller, Buyer and Title Company agree as follows:

1. Title Company is hereby designated as the Reporting Person for the Transaction. Title Company shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction.

2. Title Company hereby requests Seller to furnish to Title Company Seller's correct taxpayer identification number. Pursuant to such request, Seller hereby certifies to Title Company, under penalties of perjury, that Seller's correct taxpayer identification number is _____. Seller acknowledges that any failure by Seller to provide Title Company with Seller's correct taxpayer identification number may subject Seller to civil or criminal penalties imposed by law.

3. The names and addresses of the parties hereto are as follows:

SELLER: F.R.A.N.C.E.Z. LLC
Mr. Edwin Wilson, Esq.
Sayre & Wilson
16107 Healdsburg Avenue
Healdsburg, CA 95448

BUYER: Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Ave.- Suite 100
Santa Rosa, CA 95401

TITLE COMPANY: First American Title Company
30 North St.
Healdsburg, CA 95448

4. Each of the parties hereto shall retain this Agreement for a period of four years following the calendar year during which the date of closing of the Transaction occurs.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SELLER: By: _____

Name: _____

Title: _____

BUYER: By: _____

Name: _____

Title: _____

TITLE COMPANY: By: _____

Name: _____

Title: _____

EXHIBIT C
(Conservation Easement)

RECORDING REQUESTED BY AND RETURN TO:

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

DEED AND AGREEMENT
BY AND BETWEEN
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 [], DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. [], 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. 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.

5.1.6 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.

5.1.7 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 charges 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. 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, no less than 180 acres of the Property 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 20 acres. 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.

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:

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

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

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

(a) When 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 day of _____, 20__.

GRANTOR:

By: _____
City Manager, City of Healdsburg

ATTEST:

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

2009197.1

EXHIBIT D

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

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

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.

[SIGNATURES AND ACKNOWLEDGEMENTS]

EXHIBIT A
(Legal Description)

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, if any 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

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)

EXHIBIT E
(Irrevocable Offer of Dedication to District from City)

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 near Healdsburg, California 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 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 recorded with the Sonoma County Recorder on _____[Date] as Instrument No. _____ or that certain Recreation Conservation Covenant entered into by and between City and District recorded with the Sonoma County Recorder on _____[Date] as Instrument No. _____.

[END OF DOCUMENT]

(Exhibit “A” to Irrevocable Offer of Dedication to District from City:
Legal Description of Property)

EXHIBIT 'A'

File No.: **4905-2321718 (DJM)**

Property: **Vacant Land, CA, , CA**

TRACT ONE:

(LLA LOT 1)

**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 0070438 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.

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.

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.

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.

(LLA LOT 2)

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.

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.

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.

(LLA LOT 3):

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 19964001079 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 FEET 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 OF 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.

(LLA LOT 4):

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" 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 SOUTHWESTERLY 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 SOUTHEAST 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 SOUTHERLY LINE OF SAID LANDS OF DREW SOUTH 74 DEGREES 37 MINUTES 36 SECONDS EAST (SOUTH 73 DEGREES 22 MINUTES 40 SECONDS EAST, MAP), 208.71 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE SOUTHEASTERLY CORNER OF SAID LANDS OF DREW; THENCE ALONG THE EASTERLY LINE OF SAID LANDS NORTH 15 DEGREES 06 MINUTES 24 SECONDS EAST (NORTH 16 DEGREES 21 MINUTES 20 SECONDS, MAP), 208.71 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST (NORTH 73 DEGREES 22 MINUTES 40 SECONDS WEST, MAP), 104.36 FEET TO A SET IRON PIPE, FROM WHICH A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING THE NORTHWESTERLY CORNER OF SAID LANDS BEARS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST, 104.35 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 21 DEGREES 54 MINUTES 44 SECONDS EAST, 187.3 FEET, MORE OR LESS TO AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF LOT 9, BLOCK H AS SHOWN ON THAT "PLAT OF DEL RIO WOODS SUBDIVISION NO. 6" FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, SAID ANGLE POINT MARKING THE WESTERLY TERMINUS OF THE COURSE IDENTIFIED AS NORTH 65 DEGREES 03 MINUTES WEST, 75.0 FEET ON LAST SAID MAP; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK H AND THE SOUTHWESTERLY LINE OF THE LANDS OF WILLIAM S. WEISEL, TRUSTEE AND THOMAS P. TEASLEY AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1994 0046654 AND 90-017991 RESPECTIVELY BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS THE FOLLOWING COURSES: SOUTH 66 DEGREES 09 MINUTES 32 SECONDS EAST (SOUTH 65 DEGREES 03 MINUTES EAST, MAP), 75.00 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 78 DEGREES 18 MINUTES WEST, MAP), 75.00 FEET; THENCE SOUTH 42 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 41 DEGREES 18 MINUTES EAST, MAP), 38.00 FEET; THENCE SOUTH 6 DEGREES 46 MINUTES 32 SECONDS EAST (SOUTH 5 DEGREES 40 MINUTES EAST, MAP AND DEED), 90.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 14 SECONDS WEST (SOUTH 1 DEGREE 33 MINUTES WEST, MAP AND DEED), 71.68 FEET, MORE OR LESS TO AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 18, OF SAID BLOCK H; THENCE ALONG SAID NORTHERLY LINE SOUTH 89 DEGREES 10 MINUTES 04 SECONDS EAST (SOUTH 89 DEGREES 35 MINUTES EAST, MAP), 50.93 FEET; THENCE SOUTH 37 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 36 DEGREES 28 MINUTES EAST, MAP), 85.00 FEET TO A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 18, BLOCK H AS SHOWN AND DELINEATED ON LAST SAID RECORD OF SURVEY MAP; THENCE SOUTH 63 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 62 DEGREES 28 MINUTES EAST, MAP), 87.00 FEET; THENCE NORTH 64 DEGREES 32 MINUTES 04 SECONDS EAST (NORTH 65 DEGREES 47 MINUTES EAST, MAP), 60.00 FEET TO A FOUND 1/2" IRON PIPE NOT TAGGED MARKING THE MOST EASTERLY CORNER OF LOT 19, BLOCK H AS SHOWN ON SAID RECORD OF SURVEY MAP; THENCE LEAVING SAID BLOCK H AND ALONG THE SOUTHWESTERLY LINE OF HILLTOP ROAD AS SHOWN AND DELINEATED ON SAID RECORD OF SURVEY THE FOLLOWING COURSES: SOUTH 49 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 48 DEGREES 28 MINUTES EAST, MAP) 25.70 FEET; THENCE NORTH 49 DEGREES 17 MINUTES 04 SECONDS EAST (NORTH 50 DEGREES 32 MINUTES EAST, MAP), 20.25 FEET; THENCE SOUTH 31 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 30 DEGREES 28 MINUTES EAST, MAP), 95.82 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 34 SECONDS EAST (NORTH 58 DEGREES 09 MINUTES 30 SECONDS EAST, MAP), 20.06 FEET TO THE MOST EASTERLY CORNER OF HILLTOP ROAD AS SHOWN ON SAID RECORD OF SURVEY, SAID CORNER ALSO BEING THE MOST SOUTHERLY CORNER OF THE LANDS OF WALSH AND CHESLEY AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO.

19944026358 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE LEAVING SAID HILLTOP ROAD AND ALONG THE SOUTHEASTERLY AND NORTHEASTERLY LINES OF LAST SAID LANDS THE FOLLOWING COURSES: NORTH 57 DEGREES 00 MINUTES 04 SECONDS EAST (NORTH 58 DEGREES 15 MINUTES EAST, DEED), 89.52 FEET; THENCE NORTH 31 DEGREES 42 MINUTES 56 SECONDS WEST (NORTH 30 DEGREES 28 MINUTES WEST, DEED), 50.00 FEET TO THE NORTHEASTERLY CORNER COMMON TO LAST SAID LANDS AND BLOCK G. DEL RIO WOODS SUBDIVISION NO. 6 AS SHOWN ON LAST SAID RECORD OF SURVEY MAP; THENCE NORTHWESTERLY, WESTERLY, AND NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK G THE FOLLOWING COURSES: NORTH 28 DEGREES 16 MINUTES 56 SECONDS WEST (NORTH 27 DEGREES 02 MINUTES WEST, MAP), 64.00 FEET; THENCE NORTH 24 DEGREES 46 MINUTES 56 SECONDS WEST (NORTH 23 DEGREES 32 MINUTES WEST. MAP), 44.00 FEET; THENCE NORTH 52 DEGREES 01 MINUTES 56 SECONDS WEST (NORTH 50 DEGREES 47 MINUTES WEST, MAP), 48.00 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID BLOCK G AS SHOWN AND DELINEATED ON THAT MAP ENTITLED PLAT OF DEL RIO WOODS SUBDIVISION NO.6, FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, NORTH 4 DEGREES 58 MINUTES 04 SECONDS EAST (NORTH 6 DEGREES 13 MINUTES EAST, MAP), 60.50 FEET; THENCE NORTH 75 DEGREES 11 MINUTES 56 SECONDS WEST (NORTH 73 DEGREES 57 MINUTES WEST, MAP), 75.95 FEET TO A POINT ON THE EASTERLY LINE OF SAID HILLTOP ROAD; THENCE ALONG SAID EASTERLY LINE NORTH 13 DEGREES 13 MINUTES 04 SECONDS EAST (NORTH 14 DEGREES 28 MINUTES EAST, MAP), 5.15 FEET; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK G NORTH 68 DEGREES 45 MINUTES 34 SECONDS EAST (NORTH 70 DEGREES 00 1/2 MINUTES EAST, MAP), 112.00 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF LOT 113, 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 SOUTHWESTERLY LINE OF SAID BLOCK A THE FOLLOWING COURSES, ALONG A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 65 DEGREES 26 MINUTES 57 SECONDS WEST, HAVING A RADIUS OF 219.31 FEET, A CENTRAL ANGLE OF 8 DEGREES 03 MINUTES 31 SECONDS, FOR A LENGTH OF 30.85 FEET; THENCE SOUTH 16 DEGREES 29 MINUTES 32 SECONDS EAST (SOUTH 15 DEGREES 23 MINUTES EAST, MAP), 86.82 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 00 SECONDS, FOR A LENGTH OF 158.87 FEET; THENCE SOUTH 27 DEGREES 27 MINUTES 32 SECONDS EAST (SOUTH 26 DEGREES 21 MINUTES EAST, MAP), 123.92 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 16 MINUTES 00 SECONDS, FOR A LENGTH OF 51.23 FEET TO THE MOST SOUTHERLY CORNER OF LOT 122 OF SAID BLOCK A; THENCE LEAVING SAID BLOCK A SOUTH 48 DEGREES 27 MINUTES 03 SECONDS WEST, 178.7 FEET, MORE OR LESS TO THE MOST EASTERLY CORNER OF THE LANDS OF THE COUNTY OF SONOMA AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1992-0118630 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA NORTH 77 DEGREES 29 MINUTES 56 SECONDS WEST (NORTH 76 DEGREES 15 MINUTES 00 SECONDS WEST, DEED), 160 FEET TO THE MOST NORTHERLY CORNER OF LAST SAID LANDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS SOUTH 12 DEGREES 30 MINUTES 04 SECONDS WEST (SOUTH 13 DEGREES 45 MINUTES 00 SECONDS WEST, DEED), 100.00 FEET; THENCE LEAVING SAID LANDS NORTH 77 DEGREES 29 MINUTES 56 SECONDS WEST, 125 FEET, MORE OR LESS TO A SET IRON PIPE; THENCE SOUTH 82 DEGREES 15 MINUTES 51 SECONDS WEST, 409.82 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.

(LLA LOT 5):

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.

(LLA LOT 6):

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.

(LLA LOT 7):

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" 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 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 OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG LAST SAID WESTERLY LINE NORTH 20 DEGREES 23 MINUTES 38 SECONDS WEST (NORTHWESTERLY, DEED), 495.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY LINE NORTH 83 DEGREES 36 MINUTES 24 SECONDS EAST, 236.38 FEET TO A POINT ON THE CENTERLINE OF A 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: NORTH 31 DEGREES 26 MINUTES 55 SECONDS EAST, 27.26 FEET; THENCE NORTH 52 DEGREES 26 MINUTES 01 SECOND EAST, 131.78 FEET; THENCE NORTH 74 DEGREES 53 MINUTES 10 SECONDS EAST, 145.61 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT 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 WESTERLY LINE OF LAST SAID LANDS NORTH 265 FEET, MORE OR LESS TO THE NORTHWESTERLY CORNER OF LAST SAID LANDS, SAID CORNER ALSO MARKING A POINT ON THE SOUTHERLY LINE OF BLOCK D 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 LEAVING SAID NORTHWESTERLY CORNER AND ALONG SAID SOUTHERLY LINE, THE FOLLOWING COURSES: NORTH 39 DEGREES 41 MINUTES 32 SECONDS WEST (NORTH 38 DEGREES 35 MINUTES WEST, MAP), 144 86 FEET; THENCE SOUTH 58 DEGREES 23 MINUTES 28 SECONDS WEST (SOUTH 59 DEGREES 30 MINUTES WEST, MAP), 134.80 FEET; THENCE NORTH 79 DEGREES 24 MINUTES 32 SECONDS WEST (NORTH 78 DEGREES 18 MINUTES WEST, MAP), 81.58

FEET; THENCE NORTH 29 DEGREES 58 MINUTES 32 SECONDS WEST (NORTH 28 DEGREES 52 MINUTES WEST, MAP), 105.88 FEET; THENCE SOUTH 79 DEGREES 17 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 24 MINUTES WEST, MAP), 119.54 FEET; THENCE NORTH 81 DEGREES 57 MINUTES 32 SECONDS WEST (NORTH 80 DEGREES 51 MINUTES WEST, MAP), 88.27 FEET TO A FOUND 3/8" IRON PIPE NOT TAGGED MARKING THE SOUTHERLY CORNER COMMON TO LOTS 21, 23 AND 24 OF SAID BLOCK D; THENCE CONTINUING ON THE SOUTHERLY LINE OF SAID BLOCK D, SOUTH 47 DEGREES 05 MINUTES 28 SECONDS WEST (SOUTH 48 DEGREES 12 MINUTES WEST, MAP), 99.0 FEET TO THE NORTHEAST CORNER OF OAK DRIVE AS SHOWN AND DELINEATED ON SAID MAP OF DEL RIO WOODS SUBDIVISION NO. 2; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID OAK DRIVE THE FOLLOWING COURSES: SOUTH 13 DEGREES 19 MINUTES 31 SECONDS EAST (SOUTH 12 DEGREES 13 MINUTES EAST, MAP), 30.00 FEET; THENCE SOUTH 76 DEGREES 40 MINUTES 28 SECONDS WEST (SOUTH 77 DEGREES 47 MINUTES WEST, MAP), 33.27 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 28 SECONDS WEST (SOUTH 47 DEGREES 27 MINUTES WEST, MAP), 76.74 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 28 SECONDS WEST (SOUTH 74 DEGREES 21 MINUTES WEST, MAP), 73.40 FEET; THENCE SOUTH 42 DEGREES 47 MINUTES 28 SECONDS WEST (SOUTH 43 DEGREES 54 MINUTES WEST, MAP), 145.08 FEET; THENCE NORTH 24 DEGREES 22 MINUTES 32 SECONDS WEST (NORTH 23 DEGREES 16 MINUTES WEST, MAP), 92.69 FEET; THENCE SOUTH 81 DEGREES 08 MINUTES 28 SECONDS WEST (SOUTH 82 DEGREES 15 MINUTES WEST, MAP), 56.38 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF OAK DRIVE 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 30, 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 OF SAID CONSERVATION EASEMENT; THENCE ALONG THE WESTERLY LINE OF LAST SAID PARCEL ONE SOUTH 20 DEGREES 23 MINUTES 38 SECONDS EAST (SOUTHEASTERLY, DEED)' 436.35 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.

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

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.

PARCEL TWO

A 50-FOOT STRIP OF LAND, THE SOUTHERN LINE OF WHICH IS COINCIDENT WITH THE

NORTHERN LINE OF THE CAMP ROSE TRACT AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SUBDIVISION OF CAMP ROSE, HEALDSBURG" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON OCTOBER 8, 1908 IN BOOK 21 OF MAPS, PAGE 6 AND BOUNDED ON THE WEST BY THE EXTENSION NORTHERLY OF THE WESTERN LINE OF LOT 28, BLOCK L OF SAID SUBDIVISION, AND ON THE EAST BY THE EXTENSION NORTHERLY OF THE EASTERN LINE OF LOT 6, BLOCK B OF SAID SUBDIVISION.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 8, 1995 UNDER DOCUMENT NO. 1996-0070436, OFFICIAL RECORDS OF SONOMA COUNTY, CALIFORNIA.

PARCEL THREE

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, 1961 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 30, 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.

PARCEL FOUR

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.

PARCEL FIVE

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.

PARCEL SIX

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.

MISCELLANEOUS LOTS:

PARCEL ONE

INTENTIONALLY DELETED

PARCEL TWO

INTENTIONALLY DELETED

PARCEL THREE

INTENTIONALLY DELETED

PARCEL FOUR

INTENTIONALLY DELETED

PARCEL FIVE:

INTENTIONALLY DELETED

PARCEL SIX:

INTENTIONALLY DELETED

PARCEL SEVEN:

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.

PARCEL EIGHT:

LOTS 1-4, 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.

PARCEL NINE:

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.

PARCEL TEN:

LOTS 15-18, 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.

PARCEL ELEVEN:

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.

PARCEL TWELVE:

LOTS 20-38, 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.

A.P.N. 087-130-002-000

EXHIBIT F
(Irrevocable Offer of Dedication from Landpaths to City)

IRREVOCABLE OFFER OF DEDICATION
(Government Code §7050)

FOR VALUABLE CONSIDERATION, LandPaths, a California non-profit corporation (“LandPaths”), hereby grants and makes to the City of Healdsburg, a California municipal corporation (“City”), an irrevocable offer of dedication of the fee interest in the real property (“the Property”) that is located near Healdsburg, California 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 City at any time that its City Council determines, in its sole discretion, that there exists an uncured material breach of that certain Agreement entered into between the City and Landpaths on _____[Date], attached hereto as Exhibit “B” or at any time after the third anniversary of the date on which LandPaths acquired the fee interest in the Property, whichever occurs sooner.

(Exhibits to Irrevocable Offer of Dedication from Landpaths to City: Legal Description of
Property (Exhibit “A”) and Agreement entered into between the City and Landpaths
(Exhibit “B”)

EXHIBIT 'A'

File No.: **4905-2321718 (DJM)**

Property: **Vacant Land, CA, , CA**

TRACT ONE:

(LLA LOT 1)

**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 0070438 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.

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.

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.

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.

(LLA LOT 2)

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.

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.

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.

(LLA LOT 3):

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 19964001079 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 FEET 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 OF 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.

(LLA LOT 4):

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" 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 SOUTHWESTERLY 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 SOUTHEAST 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 SOUTHERLY LINE OF SAID LANDS OF DREW SOUTH 74 DEGREES 37 MINUTES 36 SECONDS EAST (SOUTH 73 DEGREES 22 MINUTES 40 SECONDS EAST, MAP), 208.71 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE SOUTHEASTERLY CORNER OF SAID LANDS OF DREW; THENCE ALONG THE EASTERLY LINE OF SAID LANDS NORTH 15 DEGREES 06 MINUTES 24 SECONDS EAST (NORTH 16 DEGREES 21 MINUTES 20 SECONDS, MAP), 208.71 FEET TO A FOUND 1/2" PIN WITH 3/4" SQUARE TOP MARKING THE NORTHEASTERLY CORNER OF SAID LANDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST (NORTH 73 DEGREES 22 MINUTES 40 SECONDS WEST, MAP), 104.36 FEET TO A SET IRON PIPE, FROM WHICH A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING THE NORTHWESTERLY CORNER OF SAID LANDS BEARS NORTH 74 DEGREES 37 MINUTES 36 SECONDS WEST, 104.35 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 21 DEGREES 54 MINUTES 44 SECONDS EAST, 187.3 FEET, MORE OR LESS TO AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF LOT 9, BLOCK H AS SHOWN ON THAT "PLAT OF DEL RIO WOODS SUBDIVISION NO. 6" FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, SAID ANGLE POINT MARKING THE WESTERLY TERMINUS OF THE COURSE IDENTIFIED AS NORTH 65 DEGREES 03 MINUTES WEST, 75.0 FEET ON LAST SAID MAP; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK H AND THE SOUTHWESTERLY LINE OF THE LANDS OF WILLIAM S. WEISEL, TRUSTEE AND THOMAS P. TEASLEY AS DESCRIBED IN THOSE DEEDS RECORDED AS DOCUMENT NOS. 1994 0046654 AND 90-017991 RESPECTIVELY BOTH OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS THE FOLLOWING COURSES: SOUTH 66 DEGREES 09 MINUTES 32 SECONDS EAST (SOUTH 65 DEGREES 03 MINUTES EAST, MAP), 75.00 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 78 DEGREES 18 MINUTES WEST, MAP), 75.00 FEET; THENCE SOUTH 42 DEGREES 24 MINUTES 32 SECONDS EAST (SOUTH 41 DEGREES 18 MINUTES EAST, MAP), 38.00 FEET; THENCE SOUTH 6 DEGREES 46 MINUTES 32 SECONDS EAST (SOUTH 5 DEGREES 40 MINUTES EAST, MAP AND DEED), 90.00 FEET; THENCE SOUTH 0 DEGREES 01 MINUTES 14 SECONDS WEST (SOUTH 1 DEGREE 33 MINUTES WEST, MAP AND DEED), 71.68 FEET, MORE OR LESS TO AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 18, OF SAID BLOCK H; THENCE ALONG SAID NORTHERLY LINE SOUTH 89 DEGREES 10 MINUTES 04 SECONDS EAST (SOUTH 89 DEGREES 35 MINUTES EAST, MAP), 50.93 FEET; THENCE SOUTH 37 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 36 DEGREES 28 MINUTES EAST, MAP), 85.00 FEET TO A FOUND 3/4" IRON PIPE AND TAG LS 2757 MARKING AN ANGLE POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 18, BLOCK H AS SHOWN AND DELINEATED ON LAST SAID RECORD OF SURVEY MAP; THENCE SOUTH 63 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 62 DEGREES 28 MINUTES EAST, MAP), 87.00 FEET; THENCE NORTH 64 DEGREES 32 MINUTES 04 SECONDS EAST (NORTH 65 DEGREES 47 MINUTES EAST, MAP), 60.00 FEET TO A FOUND 1/2" IRON PIPE NOT TAGGED MARKING THE MOST EASTERLY CORNER OF LOT 19, BLOCK H AS SHOWN ON SAID RECORD OF SURVEY MAP; THENCE LEAVING SAID BLOCK H AND ALONG THE SOUTHWESTERLY LINE OF HILLTOP ROAD AS SHOWN AND DELINEATED ON SAID RECORD OF SURVEY THE FOLLOWING COURSES: SOUTH 49 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 48 DEGREES 28 MINUTES EAST, MAP) 25.70 FEET; THENCE NORTH 49 DEGREES 17 MINUTES 04 SECONDS EAST (NORTH 50 DEGREES 32 MINUTES EAST, MAP), 20.25 FEET; THENCE SOUTH 31 DEGREES 42 MINUTES 56 SECONDS EAST (SOUTH 30 DEGREES 28 MINUTES EAST, MAP), 95.82 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 34 SECONDS EAST (NORTH 58 DEGREES 09 MINUTES 30 SECONDS EAST, MAP), 20.06 FEET TO THE MOST EASTERLY CORNER OF HILLTOP ROAD AS SHOWN ON SAID RECORD OF SURVEY, SAID CORNER ALSO BEING THE MOST SOUTHERLY CORNER OF THE LANDS OF WALSH AND CHESLEY AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO.

19944026358 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE LEAVING SAID HILLTOP ROAD AND ALONG THE SOUTHEASTERLY AND NORTHEASTERLY LINES OF LAST SAID LANDS THE FOLLOWING COURSES: NORTH 57 DEGREES 00 MINUTES 04 SECONDS EAST (NORTH 58 DEGREES 15 MINUTES EAST, DEED), 89.52 FEET; THENCE NORTH 31 DEGREES 42 MINUTES 56 SECONDS WEST (NORTH 30 DEGREES 28 MINUTES WEST, DEED), 50.00 FEET TO THE NORTHEASTERLY CORNER COMMON TO LAST SAID LANDS AND BLOCK G. DEL RIO WOODS SUBDIVISION NO. 6 AS SHOWN ON LAST SAID RECORD OF SURVEY MAP; THENCE NORTHWESTERLY, WESTERLY, AND NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK G THE FOLLOWING COURSES: NORTH 28 DEGREES 16 MINUTES 56 SECONDS WEST (NORTH 27 DEGREES 02 MINUTES WEST, MAP), 64.00 FEET; THENCE NORTH 24 DEGREES 46 MINUTES 56 SECONDS WEST (NORTH 23 DEGREES 32 MINUTES WEST. MAP), 44.00 FEET; THENCE NORTH 52 DEGREES 01 MINUTES 56 SECONDS WEST (NORTH 50 DEGREES 47 MINUTES WEST, MAP), 48.00 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID BLOCK G AS SHOWN AND DELINEATED ON THAT MAP ENTITLED PLAT OF DEL RIO WOODS SUBDIVISION NO.6, FILED IN BOOK 48 OF MAPS, AT PAGE 36, SONOMA COUNTY RECORDS, NORTH 4 DEGREES 58 MINUTES 04 SECONDS EAST (NORTH 6 DEGREES 13 MINUTES EAST, MAP), 60.50 FEET; THENCE NORTH 75 DEGREES 11 MINUTES 56 SECONDS WEST (NORTH 73 DEGREES 57 MINUTES WEST, MAP), 75.95 FEET TO A POINT ON THE EASTERLY LINE OF SAID HILLTOP ROAD; THENCE ALONG SAID EASTERLY LINE NORTH 13 DEGREES 13 MINUTES 04 SECONDS EAST (NORTH 14 DEGREES 28 MINUTES EAST, MAP), 5.15 FEET; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE WESTERLY LINE OF SAID BLOCK G NORTH 68 DEGREES 45 MINUTES 34 SECONDS EAST (NORTH 70 DEGREES 00 1/2 MINUTES EAST, MAP), 112.00 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF LOT 113, 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 SOUTHWESTERLY LINE OF SAID BLOCK A THE FOLLOWING COURSES, ALONG A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 65 DEGREES 26 MINUTES 57 SECONDS WEST, HAVING A RADIUS OF 219.31 FEET, A CENTRAL ANGLE OF 8 DEGREES 03 MINUTES 31 SECONDS, FOR A LENGTH OF 30.85 FEET; THENCE SOUTH 16 DEGREES 29 MINUTES 32 SECONDS EAST (SOUTH 15 DEGREES 23 MINUTES EAST, MAP), 86.82 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 58 MINUTES 00 SECONDS, FOR A LENGTH OF 158.87 FEET; THENCE SOUTH 27 DEGREES 27 MINUTES 32 SECONDS EAST (SOUTH 26 DEGREES 21 MINUTES EAST, MAP), 123.92 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 16 MINUTES 00 SECONDS, FOR A LENGTH OF 51.23 FEET TO THE MOST SOUTHERLY CORNER OF LOT 122 OF SAID BLOCK A; THENCE LEAVING SAID BLOCK A SOUTH 48 DEGREES 27 MINUTES 03 SECONDS WEST, 178.7 FEET, MORE OR LESS TO THE MOST EASTERLY CORNER OF THE LANDS OF THE COUNTY OF SONOMA AS DESCRIBED IN THAT DEED RECORDED AS DOCUMENT NO. 1992-0118630 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA NORTH 77 DEGREES 29 MINUTES 56 SECONDS WEST (NORTH 76 DEGREES 15 MINUTES 00 SECONDS WEST, DEED), 160 FEET TO THE MOST NORTHERLY CORNER OF LAST SAID LANDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS SOUTH 12 DEGREES 30 MINUTES 04 SECONDS WEST (SOUTH 13 DEGREES 45 MINUTES 00 SECONDS WEST, DEED), 100.00 FEET; THENCE LEAVING SAID LANDS NORTH 77 DEGREES 29 MINUTES 56 SECONDS WEST, 125 FEET, MORE OR LESS TO A SET IRON PIPE; THENCE SOUTH 82 DEGREES 15 MINUTES 51 SECONDS WEST, 409.82 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.

(LLA LOT 5):

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.

(LLA LOT 6):

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.

(LLA LOT 7):

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" 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 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 OFFICIAL RECORDS, SONOMA COUNTY RECORDS; THENCE ALONG LAST SAID WESTERLY LINE NORTH 20 DEGREES 23 MINUTES 38 SECONDS WEST (NORTHWESTERLY, DEED), 495.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY LINE NORTH 83 DEGREES 36 MINUTES 24 SECONDS EAST, 236.38 FEET TO A POINT ON THE CENTERLINE OF A 40 FOOT WIDE EASEMENT FOR ROAD, PUBLIC AND PRIVATE UTILITIES PURPOSES; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: NORTH 31 DEGREES 26 MINUTES 55 SECONDS EAST, 27.26 FEET; THENCE NORTH 52 DEGREES 26 MINUTES 01 SECOND EAST, 131.78 FEET; THENCE NORTH 74 DEGREES 53 MINUTES 10 SECONDS EAST, 145.61 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT 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 WESTERLY LINE OF LAST SAID LANDS NORTH 265 FEET, MORE OR LESS TO THE NORTHWESTERLY CORNER OF LAST SAID LANDS, SAID CORNER ALSO MARKING A POINT ON THE SOUTHERLY LINE OF BLOCK D 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 LEAVING SAID NORTHWESTERLY CORNER AND ALONG SAID SOUTHERLY LINE, THE FOLLOWING COURSES: NORTH 39 DEGREES 41 MINUTES 32 SECONDS WEST (NORTH 38 DEGREES 35 MINUTES WEST, MAP), 144 86 FEET; THENCE SOUTH 58 DEGREES 23 MINUTES 28 SECONDS WEST (SOUTH 59 DEGREES 30 MINUTES WEST, MAP), 134.80 FEET; THENCE NORTH 79 DEGREES 24 MINUTES 32 SECONDS WEST (NORTH 78 DEGREES 18 MINUTES WEST, MAP), 81.58

FEET; THENCE NORTH 29 DEGREES 58 MINUTES 32 SECONDS WEST (NORTH 28 DEGREES 52 MINUTES WEST, MAP), 105.88 FEET; THENCE SOUTH 79 DEGREES 17 MINUTES 28 SECONDS WEST (SOUTH 80 DEGREES 24 MINUTES WEST, MAP), 119.54 FEET; THENCE NORTH 81 DEGREES 57 MINUTES 32 SECONDS WEST (NORTH 80 DEGREES 51 MINUTES WEST, MAP), 88.27 FEET TO A FOUND 3/8" IRON PIPE NOT TAGGED MARKING THE SOUTHERLY CORNER COMMON TO LOTS 21, 23 AND 24 OF SAID BLOCK D; THENCE CONTINUING ON THE SOUTHERLY LINE OF SAID BLOCK D, SOUTH 47 DEGREES 05 MINUTES 28 SECONDS WEST (SOUTH 48 DEGREES 12 MINUTES WEST, MAP), 99.0 FEET TO THE NORTHEAST CORNER OF OAK DRIVE AS SHOWN AND DELINEATED ON SAID MAP OF DEL RIO WOODS SUBDIVISION NO. 2; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID OAK DRIVE THE FOLLOWING COURSES: SOUTH 13 DEGREES 19 MINUTES 31 SECONDS EAST (SOUTH 12 DEGREES 13 MINUTES EAST, MAP), 30.00 FEET; THENCE SOUTH 76 DEGREES 40 MINUTES 28 SECONDS WEST (SOUTH 77 DEGREES 47 MINUTES WEST, MAP), 33.27 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 28 SECONDS WEST (SOUTH 47 DEGREES 27 MINUTES WEST, MAP), 76.74 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 28 SECONDS WEST (SOUTH 74 DEGREES 21 MINUTES WEST, MAP), 73.40 FEET; THENCE SOUTH 42 DEGREES 47 MINUTES 28 SECONDS WEST (SOUTH 43 DEGREES 54 MINUTES WEST, MAP), 145.08 FEET; THENCE NORTH 24 DEGREES 22 MINUTES 32 SECONDS WEST (NORTH 23 DEGREES 16 MINUTES WEST, MAP), 92.69 FEET; THENCE SOUTH 81 DEGREES 08 MINUTES 28 SECONDS WEST (SOUTH 82 DEGREES 15 MINUTES WEST, MAP), 56.38 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF OAK DRIVE 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 30, 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 OF SAID CONSERVATION EASEMENT; THENCE ALONG THE WESTERLY LINE OF LAST SAID PARCEL ONE SOUTH 20 DEGREES 23 MINUTES 38 SECONDS EAST (SOUTHEASTERLY, DEED)' 436.35 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.

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

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.

PARCEL TWO

A 50-FOOT STRIP OF LAND, THE SOUTHERN LINE OF WHICH IS COINCIDENT WITH THE

NORTHERN LINE OF THE CAMP ROSE TRACT AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF SUBDIVISION OF CAMP ROSE, HEALDSBURG" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON OCTOBER 8, 1908 IN BOOK 21 OF MAPS, PAGE 6 AND BOUNDED ON THE WEST BY THE EXTENSION NORTHERLY OF THE WESTERN LINE OF LOT 28, BLOCK L OF SAID SUBDIVISION, AND ON THE EAST BY THE EXTENSION NORTHERLY OF THE EASTERN LINE OF LOT 6, BLOCK B OF SAID SUBDIVISION.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 8, 1995 UNDER DOCUMENT NO. 1996-0070436, OFFICIAL RECORDS OF SONOMA COUNTY, CALIFORNIA.

PARCEL THREE

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, 1961 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 30, 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.

PARCEL FOUR

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.

PARCEL FIVE

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.

PARCEL SIX

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.

MISCELLANEOUS LOTS:

PARCEL ONE

INTENTIONALLY DELETED

PARCEL TWO

INTENTIONALLY DELETED

PARCEL THREE

INTENTIONALLY DELETED

PARCEL FOUR

INTENTIONALLY DELETED

PARCEL FIVE:

INTENTIONALLY DELETED

PARCEL SIX:

INTENTIONALLY DELETED

PARCEL SEVEN:

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.

PARCEL EIGHT:

LOTS 1-4, 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.

PARCEL NINE:

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.

PARCEL TEN:

LOTS 15-18, 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.

PARCEL ELEVEN:

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.

PARCEL TWELVE:

LOTS 20-38, 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.

A.P.N. 087-130-002-000

EXHIBIT G

(Acceptance of Irrevocable Offer of Dedication to City from LandPaths)

ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION

The City of Healdsburg, a California municipal corporation, hereby accepts the irrevocable offer of dedication granted and made to it by LandPaths, a California non-profit corporation, by that certain writing recorded with the Sonoma County Recorder on _____[Date] as Instrument No. _____ (“Offer to Dedicate”). This acceptance shall not become operative until the third anniversary of the date on which LandPaths acquired the fee interest in the Property subject to the Offer to Dedicate and upon its having been recorded by the Sonoma County Recorder’s Office in its Official Records.

[END OF DOCUMENT]

EXHIBIT H
(Form of Reimbursement Claim)

COST REIMBURSEMENT REQUIREMENTS

City shall complete and submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in substantially the following form:

INVOICE (COST REIMBURSEMENT-BASIS)					
Date	Name of Employee	Hourly Rate	Task Performed	Time (¼-hour Increments)	Amount Billed (include indirect and administrative cost factors)
TOTAL LABOR COSTS:					
TOTAL NON-LABOR COSTS:					
TOTAL CURRENT INVOICE:					
TOTAL PREVIOUS INVOICE(S):					
TOTAL INVOICED TO DATE:					

Information to be included in the foregoing invoice form is as follows:

- 1) Date(s) task was completed or materials were purchased.
- 2) Name of Employee/Consultant undertaking such tasks or making such materials purchases
- 3) Labor rate for given professional to accomplish task.
- 4) Description of the task performed or materials purchased
- 5) Total number of hours charged to task in quarter hour increments, if applicable.
- 6) Total cost of materials or non-labor purchased for task, if applicable.
- 7) Total current invoice.
- 8) Summary of costs invoiced to date.

EXHIBIT I
(Insurance Requirements)

Section I – Insurance to be Maintained by City

City shall maintain insurance and/or self-insurance as described below unless such insurance or self-insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for three (3) years, starting from the Transfer Date.

1. Workers Compensation and Employers Liability Insurance

- a. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- c. Required Evidence of Coverage:
 - i. Certificate of Insurance

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01 or equivalent.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. City is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether City has a claim against the insurance or is named as a party in any action involving the District.
- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, shall be additional insureds for liability arising out of City's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between District and City and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned, hired and non-owned vehicles.

- c. Required Evidence of Coverage:
 - i. Certificate of Insurance.

4. Documentation

- a. The Certificate of Insurance must include the following reference: Fitch Mountain Park and Open Space Preserve.
- b. All required Evidence of Coverage shall be submitted prior to the Transfer Date. City agrees to maintain current Evidence of Coverage on file with District for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. City shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

5. Policy Obligations

City's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be Maintained by City's Contractors and Consultants ("Contractors")

City shall require its Contractors to maintain the insurance listed below.

A. Workers Compensation Insurance & Employers Liability Insurance

- (1) Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- (2) Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (3) Required Evidence of Insurance:
 - (a) Certificate of Insurance.

B. General Liability Insurance

- (1) Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- (2) Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- (3) Contractors shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by City.
- (4) Insurance shall be maintained for one (1) year after completion of work.

- (5) The Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, shall be additional insureds for liability arising out of Contractors' ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
- (6) City shall be an additional insured for liability arising out of ongoing and completed operations by Contractors.
- (7) The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- (8) The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability Insurance including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- (9) The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- (10) The policy shall cover inter-insured suits between Contractors and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- (11) Required Evidence of Insurance:
 - (a) Additional insured endorsements or policy language granting additional insured status;
 - (b) Endorsement or policy language indicating that the insurance is primary and non-contributory;
 - (c) Certificate of Insurance.

C. Automobile Liability Insurance

- (1) Minimum Limits: \$1,000,000 combined single limit per accident.
- (2) Insurance shall apply to all owned, hired and non-owned vehicles.
- (3) Required Evidence of Insurance:
 - (a) Certificate of Insurance.

D. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

E. Documentation

- (1) The Certificate of Insurance shall include the following reference: Fitch Mountain Park and Open Space Preserve.
- (2) City shall require Contractors to maintain current Evidence of Insurance on file for the required period of insurance.
- (3) Required Evidence of Insurance shall be submitted to the City of Healdsburg, 401 Grove Street, Healdsburg, CA 95448.
- (4) Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- (5) City shall require Contractors to provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- (6) Upon written request, certified copies of required insurance policies must be provided to City within thirty (30) days.