

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

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Recorded by government agency - Exempt from recording fees per Gov. Code §§ 27383, 27388.1, 27388.2  
Interest acquired by government agency - Exempt from documentary transfer tax per Rev. & Tax. Code § 11922

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

The County of Sonoma, a political subdivision of the State of California, ("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 containing approximately 1,517 acres located in Sonoma County, commonly known as Monte Rio Redwoods Expansion designated as Sonoma County Assessor's Parcel Number(s) 097-290-001, 097-290-002, 097-290-003, 097-290-004, 097-290-005, 097-290-006, and 097-290-007, 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 to preserve agriculture and open space through the acquisition of interests from willing sellers consistent with a voter-approved Expenditure Plan and to advance the implementation of the open space elements of the County's and each of its cities' respective general plans consistent with Government Code sections 65560 *et seq.* In 2006, the voters of Sonoma County approved an extension of the transaction and use tax and an update to the Expenditure Plan.

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

D. In 2005, DISTRICT acquired a conservation easement over a portion of the Property via that certain Deed and Agreement By and Between Mendocino Redwood Company, LLC and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement ("the Willow Creek – Northern Tract Easement"). The Willow Creek – Northern Tract Easement was recorded in the Office of the Sonoma County Recorder on May 6, 2005, as Document No. 2005-062939 in the Official Records of Sonoma County. GRANTOR and DISTRICT now desire to amend, replace, and supersede the Willow Creek – Northern Tract Easement with this Easement to: (1) enhance the open space, natural, and scenic protections on the Property; (2) clarify the location of permitted uses on the Property, and (3) to clarify procedural provisions of the easement. DISTRICT's Board of Directors expressly finds that this Easement provides protections equal to or greater than those provided by the Willow Creek – Northern Tract Easement, and it is the parties intention that this Easement shall amend, replace, and supersede the Willow Creek – Northern Tract Easement in conformance with the requirements of California Public Resources Code section 5540.

E. On May 6, 2025, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. 2025-XXXX, that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan, specifically the Plan's Open Space and Resource Conservation Element because it (1) preserves important biotic resources areas and scenic features; (2) protects and enhances the county's natural habitats and diverse plant and animal communities; and (3) helps to establish a countywide park and trail system that meets future recreational needs of the county's residents. By that same resolution, DISTRICT's Board of Directors determined that its funding of the Project is consistent with the voter-approved Expenditure Plan.

F. Save the Redwoods League acquired the Property in fee simple with grant funding provided in part by the California Wildlife Conservation Board ("WCB"), through its Forest Conservation Program funded by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 and then subsequently transferred the Property to GRANTOR. Save the Redwoods League, GRANTOR, and WCB entered into WCB Grant

#WC-2533CR (the “WCB Grant Agreement”). The WCB Grant Agreement identified that Save the Redwoods League would transfer the Property to GRANTOR and that GRANTOR would assume all the obligations under the WCB Grant Agreement. The parties acknowledge that the WCB Grant Agreement contains terms and conditions that may be more, or less, restrictive than the terms and conditions of this Easement. In addition, the WCB Grant Agreement may require its approval for certain actions of GRANTOR. It is the intent of GRANTOR, DISTRICT, and WCB that the most restrictive term as between this Easement and the WCB Grant Agreement shall control. In addition, nothing in this Easement is meant to abrogate any rights or remedies of WCB or the terms and conditions of the WCB Grant Agreement. In the event of any conflict, GRANTOR is advised to meet and confer with both WCB and DISTRICT for resolution.

G. This Easement, as further defined below, will also further the goals, objectives and policies of the DISTRICT’s Vital Lands Initiative, a long-range acquisition plan, by supporting natural lands and aquatic habitats that support sustainable ecosystems and water resources; natural lands and terrestrial habitats that support plants, wildlife and biodiversity; lands that surround and differentiate the County’s urban areas and contribute to the unique scenic character of the County; and open space and publicly accessible lands in and near cities and communities that connect people with protected lands.

H. In an agreement of even date titled “Monte Rio Redwoods Expansion Recreation Conservation Covenant” and recorded contemporaneously, GRANTOR has obligated itself and its successors to engage in certain recreational operations on the Property. It is the intent of GRANTOR and DISTRICT that the Recreation Conservation Covenant and this Easement Agreement will be construed together in order to achieve the purposes of both agreements.

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

## **EASEMENT**

### **PART ONE: GRANT OF EASEMENT**

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

**2. Conservation Values.** The Property is approximately 1,517 acres of hillside and mountainous terrain. Located south of Monte Rio, the Russian River, and the Highway 116 scenic

corridor, the landscape is characterized by coast redwood and Douglas-fir forests, interspersed with hardwood trees and riparian habitat. Critical resources on the Property (collectively the “Conservation Values”) are as follows:

**2.1 Natural Resources.** The natural resource values on the Property include, but are not limited to, the following: coast redwood (*Sequoia sempervirens*) and Douglas-fir (*Pseudotsuga menziesii*) forests, featuring old-growth redwoods, along with hardwood species such as tan oak (*Notholithocarpus densiflorus*), California bay (*Umbellularia californica*), and riparian hardwoods. The Property contains Freezeout Creek and headwater tributary streams to Dutch Bill Creek and Willow Creek, as well as their associated aquatic and riparian habitats. The Property’s forests, woodlands, and shrublands provide wildlife habitat, support wildlife movement, and safeguard water quality and quantity in the streams through shading and natural filtration of runoff. The Property also offers high habitat suitability for several special status species including American badger (*Taxidea taxus*), burrowing owl (*Athene cunicularia*), California giant salamander (*Dicamptodon ensatus*), common porcupine (*Erethizon dorsatum*), fisher (*Pekania pennanti*), golden eagle (*Aquila chrysaetos*), grasshopper sparrow (*Ammodramus savannarum*), long-eared myotis (*Myotis evotis*), purple martin (*Progne subis*), red-bellied newt (*Taricha rivularis*), Sonoma tree vole (*Arborimus pomo*), and western pond turtle (*Actinemys marmorata*). Additionally, the Property includes undeveloped areas critical for groundwater recharge and subsurface water flow. This Easement protects the Property’s natural resource values as described above and as they may change over time due to causes such as ecological succession, habitat shift, movement of streams, wetlands, and springs, or the impacts of climate change.

**2.2 Scenic Resources.** The scenic resources values on the Property include, but are not limited to, its rolling hills and steep, undeveloped, forested slopes, which are visible from Highway 116, Bohemian Highway, and nearby public roads and neighborhoods in Monte Rio, Duncans Mills, and Occidental. The Property is also visible from the Red Hill and Willow Creek areas of Sonoma Coast State Park, Wright Hill Ranch Regional Park & Open Space Preserve, and Monte Rio Redwoods Regional Park & Open Space Preserve.

**2.3 Recreational and Educational Resources.** The recreational and educational resources of the Property include, but are not limited to, opportunities for camping, hiking, horseback riding, and biking, including trails that travel through redwood and Douglas-fir forests and traverse the rugged terrain typical of western Sonoma County. The Property’s adjacency to California State Parks, Sonoma County Regional Parks and District-protected lands along much of its border, creates a contiguous protected area of over 10,000 acres. This connectivity enhances regional trail opportunities, offering the potential for trail users to travel from Monte Rio to the coast through an expansive network of preserved lands. Preservation of this Property offers residents and visitors a unique opportunity to experience redwood and mixed hardwood-conifer forest, coastal views, and access to adjacent parklands.

**3. Conservation Purpose.** The purpose of this Easement (“Conservation Purpose”) is to preserve and protect forever the Conservation Values, and to prohibit and prevent any uses and activities of the Property that will materially impair or interfere with the Conservation Values. In the event that an activity or use that requires the DISTRICT’s approval is consistent with one or more of the Conservation Values but substantially conflicts with the preservation and protection of one or more of the other Conservation Values, the Parties shall attempt to reconcile such conflict and balance preservation and protection of Conservation Values, taking into consideration any material changes to the physical condition of the Property, climate change and associated impacts, zoning and public policy, and surrounding land uses. If such conflict is both substantial and irreconcilable, the DISTRICT shall consider the approval and the relative impacts to the affected Conservation Values, with particular weight given to preservation and protection of natural resources, scenic resources, and recreational and educational resources.

## **PART TWO: RIGHTS OF DISTRICT**

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

**4.1 Protecting Conservation Values.** To preserve, protect, and document the Conservation Values of the Property in perpetuity.

**4.2 Property Inspections.** To enter upon the Property to carry out DISTRICT’s obligations and exercise its rights under this Easement, including monitoring and enforcement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of the entry, but shall not necessarily be limited to a single physical entry or a single twenty-four hour period. The rights of entry provided by this *Section 4.2* shall extend to DISTRICT’s officers, staff, consultants, and volunteers. DISTRICT has the right to enter the Property unaccompanied by GRANTOR if GRANTOR declines or is unable to join DISTRICT or its agents.

**4.2.1 Monitoring Visits.** To enter upon the Property at least once per calendar year to inspect, document, and study the Property (“Monitoring Visit”) to (i) identify the current activities on and uses and condition of the Property; and (ii) monitor the activities and uses on the Property to determine whether they are consistent with this Easement. DISTRICT shall conduct Monitoring Visits at reasonable times and upon one week’s prior notice to GRANTOR. DISTRICT may give notice to GRANTOR of a Monitoring Visit via electronic mail (“email”) or telephone. Monitoring Visits shall be made in a manner that will not unreasonably interfere with GRANTOR’s use and quiet enjoyment of the Property.

**4.2.2 Enforcement Visits.** In addition, if DISTRICT determines that entry upon the Property is necessary to investigate, prevent, terminate, document, monitor, or mitigate a potential or actual violation of this Easement, DISTRICT has the right to enter upon the Property at any time and without notice to GRANTOR (“Enforcement Visit”). DISTRICT will attempt but is not required to give at least twenty-four (24) hours’ notice of

Enforcement Visits via electronic mail ("email") or telephone. Enforcement Visits may occur as frequently as is necessary to investigate and resolve potential or actual violations of this Easement.

**4.2.3 WCB Access for Compliance Monitoring.** In addition to the monitoring right granted to the DISTRICT, the Wildlife Conservation Board ("WCB") shall have the right to access the Property no less than once every three (3) years to assess compliance with the terms, covenants, and conditions of the Grant Agreement between WCB and GRANTOR.

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

**4.4 Enforcement.** To enforce the rights granted in this Easement; 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.

**4.5 Approval of Certain Uses.** To review and approve proposed uses and activities on the Property as more specifically set forth in *Section 5 (GRANTOR's Restricted Rights)* and *Section 6 (Notice and Approval Procedures)*.

**4.6 Signage.** To erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR and 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 DISTRICT shall determine the wording and design of the sign or marker with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor include artificial illumination. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

**4.7 Access.** To use any recorded, prescriptive, equitable, or other easement that grants lawful access to the Property now or in the future and for any purpose consistent with this Easement. To allow monitoring and enforcement by DISTRICT, GRANTOR hereby irrevocably assigns to DISTRICT the non-exclusive right to use any and all access easements and rights-of-way, whether recorded or not, over the Property or the property of others that individually or together provide GRANTOR with legal, physical, or other access to the Property. GRANTOR further agrees to execute any additional documents necessary to evidence this assignment.

**4.8 Additional Rights.** To exercise such additional rights as may be reasonably necessary to effectuate the Conservation Purpose of this Easement.

### **PART THREE: RESTRICTIONS ON DEVELOPMENT, USE, AND ACTIVITIES**

**5. GRANTOR's Restricted Rights.** GRANTOR shall confine the use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (1) establishes specific duties with respect to the preservation of the Property's Conservation Values; (2) establishes allowed activities and uses; (3) establishes restricted or prohibited activities and uses; and (4) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in *Section 6.7 (Uses/Activities Not Expressly Addressed)*.

**5.1 General Requirements for All Uses.**

5.1.1 Compliance with Governmental Regulations. All activities and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

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

5.1.3 Protection of Conservation Values. All activities and uses on the Property shall be undertaken in a manner that protects and preserves the Conservation Values.

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

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

5.1.6 Notice and Approval Procedures. Whenever *Section 5 (GRANTOR's Restricted Rights)* requires prior notice to or approval by DISTRICT, such notice shall be given or approval shall be obtained in accordance with *Section 6 (Notice and Approval Procedures)* of this Easement.

5.1.7 Revenue Generation. Any revenue generated from permitted activities on and uses of the Property shall be used toward (i) the cost of operating, maintaining, restoring, and enhancing the Property, and (ii) towards educational or recreational programs that take place on the Property, or (iii) towards the preservation or improvements of other parkland or open space properties managed and owned by

GRANTOR that are subject to a DISTRICT-held conservation easement. GRANTOR and DISTRICT acknowledge that the WCB Grant Agreement contains approval requirements regarding use of revenue generated from the Property.

5.1.8 Plans. Whenever *Section 5 (GRANTOR's Restricted Rights)* conditions any development, activity, or use on an approved plan, such as a Master Plan, Management Plan, Forest Management Plan, Vegetation Management Plan, or resource-specific plan (a "Plan"), such development, activity, or use shall be carried out consistent with the Plan and pursuant to *Section 6 (Notice and Approval Procedures)*.

5.1.9 Easement Designation Areas. This Easement identifies and designates geographically specific areas of the Property within which different terms are applicable than on the remainder of the Property (the "Easement Designation Areas"). Within the Easement Designation Areas, otherwise prohibited development, uses, and activities may be permitted, or otherwise permitted development, uses, and activities may be prohibited, as described further in *Section 5 (GRANTOR's Restricted Rights)* of this Easement. The general locations of the Easement Designation Areas are depicted on the Project Structure Map attached as Exhibit B, which is incorporated by this reference. The Easement Designation Areas are described in greater detail in Exhibit C (Legal Description of Easement Designation Areas), attached and incorporated by this reference. In the event that a conflict is found between the written descriptions of the Easement Designation Areas in this Easement and the Project Structure Map, the written description in Exhibit C shall prevail. If there is a dispute regarding the location of Easement Designation Area boundaries on the ground, either party may obtain a survey of the area at issue at its own cost.

All floating Easement Designation Areas must be located outside of the Former Willow Creek – Northern Tract Easement Area (defined below) and sited to minimize impacts to the Conservation Values. GRANTOR must provide the following information to DISTRICT for the proposed initial location and any proposed relocation of a floating or existing Easement Designation Area: (i) a description of the natural resources, slope, and access to the proposed area; and (ii) a site plan, GPS measurements, or equivalent description and depiction of the proposed area providing empirical, replicable data on its location. Relocation of an existing Easement Designation Area will be permitted only if the new location provides equal or greater protection of the Conservation Values of the Property. Upon DISTRICT's approval of a proposed Easement Designation Area, GRANTOR may mark the boundaries with clearly visible and durable markers, such as fence posts, and shall provide DISTRICT with GPS measurements or shapefiles from a licensed surveyor. The description of the approved Designation Area shall be reflected in revisions to the Project Structure Map and the Legal Description of the Easement Designation Areas via amendments to Exhibit B and Exhibit C, which shall be recorded in the Office of the Sonoma County Recorder as an addendum to this Easement. When an Easement



Designation Area is relocated, the former location must be restored with native vegetation to the extent feasible. The Easement Designation Areas are as follows:

a) *Floating Building Envelope*. With prior approval from District, GRANTOR may designate one (1) "Building Envelope" of no more than one and a half (1.5) total acres, to concentrate higher-intensity development, uses, and activities permitted by this Easement. With prior approval from DISTRICT, GRANTOR may relocate this Building Envelope.

b) *Floating Staging Area(s)*. With prior approval from DISTRICT, GRANTOR may designate up to two (2) "Staging Areas" with a combined total area not exceeding four (4) acres within which specified development and uses are permitted. With prior approval from DISTRICT, GRANTOR may relocate the Staging Areas.

c) *Floating Camping Envelope*. With prior approval from DISTRICT, GRANTOR may designate one (1) "Floating Camping Envelope" of no more than three (3) acres within which specified camping uses will be permitted in accordance with the relevant provisions of *Section 5 (GRANTOR's Restricted Rights)*. With prior approval from DISTRICT, GRANTOR may relocate the Floating Camping Envelope.

d) *Camping Envelope*. There is one (1) "Camping Envelope" on the Property designated to identify where permitted camping uses may occur. The Camping Envelope consists of two and a half (2.5) acres. With prior approval from DISTRICT, GRANTOR may relocate the Camping Envelope.

e) *Former Willow Creek – Northern Tract Easement Area*. That portion of the Property encumbered by the Willow Creek – Northern Tract Easement shall remain protected in a manner consistent with the Willow Creek – Northern Tract Easement. To maintain these protections, that portion of the Property is hereinafter referred to as the "Former Willow Creek – Northern Tract Easement Area," which consists of two hundred and ten (210) acres, where, in addition to the other resource protections maintained by this Easement, structures and improvements are restricted pursuant to *Section 5.4 (Structures and Improvements)*.

## **5.2 Subdivision and Lot Line Adjustments.**

5.2.1 Subdivision Prohibited. This Easement prohibits the legal or de facto division, subdivision, or partition of the Property, except as expressly provided in this *Section 5.2 (Subdivision and Lot Line Adjustments)*, for any purpose, including, but not limited to, any such subdivisions or establishment of separate legal parcels by certificates

of compliance or “separate for assessment purposes” designations. The Property currently comprises one (1) legal parcel. GRANTOR shall maintain the Property, and all interests therein, under common ownership, as though a single legal parcel. Partition by division of the Property between owners or tenants in common shall be considered a subdivision and is prohibited under this Easement. Mortgaging or recording a deed of trust on less than the entire Property is prohibited.

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

5.2.3 Exceptions to Prohibition Against Subdivision. This prohibition against division of the Property shall not apply to:

a) *Conveyance to Government or Qualified Non-Profit Entity*. Subject to prior written approval by DISTRICT, GRANTOR may voluntarily convey a portion of the Property to a government or qualified non-profit entity exclusively for conservation or public access purposes and only if the grantee owns or manages contiguous land used and managed for conservation, open space, or recreation.

b) *Leases*. GRANTOR may lease a portion(s) of the Property for uses described in *Section 5 (GRANTOR’s Restricted Rights)* and subject to all terms of this Easement.

5.2.4 Lot Line Adjustments. Lot line adjustments may be permitted solely with prior approval from DISTRICT if necessary to settle boundary disputes involving adjacent properties. GRANTOR shall take no action towards a lot line adjustment unless and until DISTRICT provides prior approval of the proposed Lot Line Adjustment. GRANTOR acknowledges that WCB approval is also required.

**5.3 Land Uses.** GRANTOR shall restrict use of the Property as defined in this *Section 5.3*. All other use is prohibited.

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

a) *Mitigation*. Subject to prior written approval of DISTRICT, the Property may be used for mitigation of on- or off-site projects if DISTRICT

determines, in its sole discretion, that the following criteria are met: (i) the proposed mitigation enhances the Conservation Values; (ii) the proposed mitigation is consistent with DISTRICT's enabling legislation; (iii) the proposed mitigation is aligned with DISTRICT's objectives and goals; and (iv) the proposed mitigation does not present a risk to DISTRICT's long-term fiscal stability. Furthermore, (i) any additional protections required by regulatory agencies in association with a mitigation project must be consistent with this Easement; and (ii) the sale of mitigation credits are considered a commercial use and subject to the provisions of *Section 5.3.6 (Commercial)*. GRANTOR acknowledges that the WCB Grant Agreement specifically prohibits use of the Property for mitigation unless approved by WCB pursuant to the terms and conditions of the WCB Grant Agreement.

5.3.2 Residential Use. GRANTOR may reside on the Property.

5.3.3 Recreational and Educational Use. GRANTOR may make the Property available to the public for public outdoor recreation and education in conformity with the terms of this Easement. All public outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection. Such uses may occur only in approved locations and may include, but are not limited to, hiking; bicycling; camping; picnicking; nature study; equestrian use; and other such uses similar in nature and intensity.

5.3.4 Cultural Resource Protection and Use. GRANTOR may engage in activities to preserve and protect the cultural resources of the Property in accordance with sound, generally accepted conservation practices. GRANTOR may also, to the extent consistent with the terms of this Easement, allow use of the Property for tribal stewardship and cultural activities, including but not limited to tending, gathering, harvesting, and foraging of resources of cultural significance in coordination with the culturally affiliated tribe(s) to this area.

5.3.5 Commercial. GRANTOR may use the Property for the following commercial uses and activities. Any revenue generated from permitted commercial uses shall be reinvested per *Section 5.1.7 (Revenue Generation)*.

a) *Recreation and Education (fees)*. With prior written notice to DISTRICT, GRANTOR may charge a reasonable fee directly associated with permitted recreational and educational programs and use of the Property. Upon request by DISTRICT, GRANTOR shall provide documentation of such costs. GRANTOR may host concessions related to permitted recreational and educational uses, such as bicycle rentals. Special events permitted by Section 5.3.3 (Public Special Events) may be conducted for fundraising purposes.

b) *Restoration Forestry*. Restoration Forestry, as defined in *Section 5.5.1(a) (Restoration Forestry)*, is a permitted commercial use.

c) *Leases and Rentals*. Leases or rentals for recreational, educational, residential, and resource management uses as defined in this *Section 5.3*.

d) *Ancillary*. With prior written approval from DISTRICT, GRANTOR may engage in other minor ancillary commercial uses found to be consistent with Conservation Values of this Easement.

**5.4 Structures and Improvements.** GRANTOR may repair, replace, construct, place, and maintain structures and improvements on the Property only as provided in this *Section 5.4*. All structures allowed by *Sections 5.4.1 (Maintenance, Repair, or Replacement of Structures and Improvements)* through *5.4.4 (Structures and Improvements for Recreational and Educational Uses)*, shall be located within the Building Envelope designated pursuant to *Section 5.1.9 (Easement Designation Areas)* unless expressly stated otherwise below. No structure or improvement shall exceed twenty-four (24) feet in height except as otherwise provided herein.

**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 (Residential Structures)* through *5.4.8 (Signs)*.

c) Maintenance of existing unpaved trails and pathways may occur anywhere on the Property without notification to DISTRICT.

**5.4.2 Residential Structures.** All residential structures must be placed within the designated Building Envelope. With prior written notice to DISTRICT, one (1) primary residence may be constructed on the Property, provided that no such residence exceeds two-thousand (2,000) square feet in size, exclusive of garage. All garages, whether attached or detached, shall be subject to *Section 5.4.3(a) (Accessory to Residential Use)*.

#### 5.4.3 Accessory Structures and Improvements.

a) *Accessory to Residential Use.* With prior written notice to DISTRICT, GRANTOR may place or construct within the designated Building Envelope accessory structures and improvements reasonably related to permitted residential use of the Property including an accessory dwelling unit, garage, shed, garden, and chicken coop.

b) *Accessory to Natural Resource Protection Use.* Without notice to DISTRICT, GRANTOR may place or construct accessory structures and improvements reasonably necessary for natural resource protection and enhancement on the Property, provided they are not located within the Former Willow Creek – Northern Tract Easement Area. In the Building Envelope and Staging Areas these accessory structures and improvements may include sheds and greenhouses. Outside of the Building Envelope and Staging Areas, and with prior written approval from DISTRICT, within the Former Willow Creek – Northern Tract Easement Area, such structures must be temporary and shall not result in permanent alteration of the Property or have detrimental impacts on the Conservation Values. All temporary accessory structures and improvements shall be removed within twelve (12) months of inactivity or cessation of use.

5.4.4 Structures and Improvements for Recreational and Educational Uses. GRANTOR may construct or place structures and improvements associated with permitted outdoor recreational and educational uses, as follows:

a) Benches, drinking fountains, refuse and recycling containers, picnic tables, and other similar minor improvements, which may be located anywhere on the Property without any notice to or approval from DISTRICT, except within the Former Willow Creek – Northern Tract Easement Area, where prior written approval from DISTRICT is required.

b) Paved trails and pathways (including crossings) may be located anywhere on the Property, with prior written approval from DISTRICT. New natural surface trails and pathways (including crossings) may be located anywhere on the Property with prior written notification to DISTRICT, provided they do not have significant detrimental impacts on the Conservation Values. Major realignments of existing natural surface trails exceeding one thousand five hundred (1,500) feet in length shall require prior written approval from DISTRICT. Minor realignments of existing natural surface trails may occur anywhere on the Property without prior written notification to DISTRICT.

c) With prior written approval from DISTRICT and within the Building Envelope and Staging Areas, GRANTOR may construct restrooms.

d) With prior written approval from DISTRICT, GRANTOR may construct or install lighting, pit toilets, and other similar improvements within the Building Envelope, Staging Areas, the Floating Camping Envelope, and Camping Envelope.

5.4.5 Public Parking and Access Roads. With prior written approval from DISTRICT, GRANTOR may construct public parking area(s) in the Building Envelope and Staging Areas and new roads (including crossings) and reconstruct or expand existing roads and parking area(s) provided that such roads and parking area(s) are (i) directly required for uses and activities allowed herein; (ii) appropriately scaled for such uses and activities as identified in an approved Plan; and (iii) are sited so as to minimize impacts to the Conservation Values. Roads and parking area(s) shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices for roads as recommended by California Department of Fish and Wildlife or other similar or successor entity. Roads and parking area(s) constructed subsequent to the Effective Date of this Easement may not be paved with asphalt, concrete or other impervious surface unless such paving is (i) required by any federal, state, or local law, code, ordinance, or regulation; or (ii) associated with a driveway for residential uses; or (iii) necessary to facilitate public access to an Easement Designation Area as described in *Section 5.1.9 (Easement Designation Areas)*; or (iv) is the better material choice for minimizing impacts to Conservation Values. Roads and parking area(s) that are abandoned, permanently closed, and/or decommissioned shall be revegetated with native species, stabilized and ensured of proper drainage.

5.4.6 Utilities and Energy Resources. With prior written approval from DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including electric power, septic or sewer, communication infrastructure, and water storage and delivery systems, within the Building Envelope, Floating Camping Envelope, Camping Envelope, and Staging Areas designated in *Section 5.1.9 (Easement Designation Areas)*, provided that such utilities are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses. With prior written approval from DISTRICT, GRANTOR may expand existing or develop or construct new utility lines and poles and water storage and conveyances outside the designated Building Envelope provided such transmission and conduits are designed, constructed and maintained in a manner that minimizes impacts to the Conservation Values. Notwithstanding the foregoing, development of above-ground utilities in the Former Willow Creek – Northern Tract Easement Area, including without limitation, water, sewer, power, fuel, and communication lines and related activities and equipment, is permitted only as necessary for recreational purposes and with prior written approval from DISTRICT. Electric power and communication utilities may serve off-site use if associated improvements are located on a permitted structure and do not cause such structure to exceed size and height limitations.

5.4.7 Public Safety Systems. With prior written approval from DISTRICT, GRANTOR may install communication and geophysical data collection, monitoring, and transmission systems and associated infrastructure directly supportive of public safety operations, including, but not limited to, wildfire detection sensors and cameras, weather stations, stream gauges, seismic sensors, and emergency communication systems ("Public Safety Systems"), provided such infrastructure is (i) the minimum necessary for the public safety purpose, (ii) designed, sited, constructed, and maintained so as to minimize impacts to the Conservation Values of the Property, and (iii) not located within the Former Willow Creek – Northern Tract Easement Area. Public Safety Systems do not include telecommunications facilities designed for use by the general public, such as commercial cell phone towers or antennae, which are subject to the provisions of *Section 5.4.6 (Utilities and Energy Resources)*.

5.4.8 Signs. GRANTOR may construct or place signs as set forth in this *Section 5.4.8*. No sign shall be artificially illuminated.

a) Without prior written notice to or approval of DISTRICT, GRANTOR may construct or place two (2) signs not to exceed thirty-two (32) square feet in size to identify the Property from public roadways and/or to acknowledge participation of funding agencies for permitted uses on the Property.

b) Without prior written notice to or approval of DISTRICT, GRANTOR may construct or place signs to (i) mark the boundary of the Property; and (ii) provide directional, interpretive and educational information, 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) With written approval from DISTRICT, GRANTOR may construct or place additional signs necessary or appropriate for allowed uses, provided that any such additional signs are sited and constructed in a manner that does not create a significant visual impact.

5.4.9 Fences and Gates. With prior written approval from DISTRICT, GRANTOR may construct and erect new fencing and gates only as necessary for permitted uses of the Property or as necessary in connection with GRANTOR'S duties to prevent foreseeable trespass pursuant to *Section 5.1.5 (Duty to Prevent Waste, Nuisance, and Trespass)*. Notwithstanding the foregoing, no approval is required for placement of temporary fencing. All fencing and gates must (i) preserve the scenic values of the Property; (ii) be the minimum necessary in design and extent; (iii) not impede wildlife movement except within the Building Envelope and in cases where necessary to protect the allowed natural resource management, restoration and enhancement described in this Easement; and (iv)

comply with mutually agreed upon guidelines for fences on subject conservation lands. Notwithstanding the provisions of *Section 5.4.1 (Maintenance, Repair, or Replacement of Structures and Improvements)*, whether existing as of the Effective Date or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain, repair, and/or replace such fencing and gates only pursuant to the provisions of this *Section 5.4.9*. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this *Section 5.4.9*, GRANTOR shall remove such fencing or gate from the Property.

**5.5 Land and Resource Management.** All land and resource management activities must be designed and implemented in accordance with sound, generally accepted conservation practices.

**5.5.1 Natural Resource Preservation, Restoration, and Enhancement Activities.** With prior written approval from DISTRICT, GRANTOR may undertake natural resource preservation, restoration, and enhancement activities, including, but not limited to, bank and soil stabilization, and practices to enhance water quality, native plant and wildlife habitat and connectivity, and to promote biodiversity.

a) *Restoration Forestry.* GRANTOR may engage in sustainable restoration forestry activities on the Property, including fuels management, for purposes of enhancing forest health, ecological benefits, climate change resilience, and public safety pursuant to this *Section 5.5.1 (Natural Resource Preservation, Restoration, and Enhancement Activities)*, in accordance with an approved Forest Management Plan (*See Section 6.8 (Plans)*) and sound, generally accepted forest management practices. Permitted restoration forestry activities include, but are not limited to, selective thinning, hazardous fuel reduction, prescribed burning, invasive species management, native species restoration, and other restoration practices deemed necessary for protecting and enhancing Conservation Values. No restoration forestry shall occur on the Property except in accordance with a Forest Management Plan as described in *Section 6 (Notice and Approval Procedures)* and harvest permits approved by the California Department of Forestry and Fire Protection or successor State agency as applicable. All restoration forestry shall be conducted in a manner that maintains or improves ecological integrity; maintains soil productivity; protects water quality, creeks, and riparian zones; maintains or improves late seral forest characteristics; maintains or improves the overall quality of the forest health; reduces fire risk and supports appropriate fuel loading; preserves scenic quality; protects unique or fragile natural areas; and conserves native plant and animal species.

i. Before undertaking any activity permitted by this *Section 5.5.1(a) (Restoration Forestry)*, GRANTOR shall submit for DISTRICT approval a comprehensive Forest Management Plan consistent with



industry standards and developed in consultation with a registered professional forester and other qualified specialist(s) as needed. DISTRICT shall utilize a registered professional forester and other qualified specialist(s) as needed, to review and approve the Forest Management Plan, including any updates and amendments.

b) *Grassland Management.* Where necessary to preserve, restore or enhance grasslands, GRANTOR may engage in livestock grazing in accordance with sound, generally accepted agricultural and soil conservation practices. Grazing shall maintain soil productivity; protect water quality, creeks, and riparian zones; maintain or improve the overall quality of the grassland or costal prairie health; conserve scenic quality; protect unique or fragile natural areas; and conserve native plant and animal species.

5.5.2 Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including excavation, removal or importation of soil, sand, gravel, rock, peat, or sod, except as reasonably necessary in connection with the uses, structures, and/or improvements allowed under *Section 5 (GRANTOR's Restricted Rights)* of this Easement. In connection with allowed uses, structures and/or improvements, movement of over fifty (50) cubic yards of material in any calendar year is subject to prior DISTRICT approval, except as material may be removed from the quarry location documented in the Baseline Report, which does not require prior DISTRICT approval.

5.5.3 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 5.4.6 (Utilities and Energy Resources)*; (ii) reconstruction, expansion and new construction of roads or trails allowed under *Sections 5.4.4 (Structures and Improvements for Recreational and Educational Uses)* and *5.4.5 (Public Parking and Access Roads)*, respectively; and (iii) the preservation, restoration and enhancement of natural resources allowed under *Section 5.5.1 (Natural Resource Preservation, Restoration, and Enhancement Activities)*.

5.5.4 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.

5.5.5 Vegetation and Fuel Management. GRANTOR may undertake vegetation and fuel management activities to reduce wildfire risk as provided in this *Section 5.5.5*. All vegetation and fuel management activities shall be designed and implemented to minimize harm to native wildlife, plant communities, and non-target plants. If vegetation

and fuel management activities are to take place during nesting season, GRANTOR shall ensure that nesting surveys are conducted in coordination with a qualified biologist and shall modify activities based on survey results to prevent harm to identified nests.

a) Within one hundred (100) feet of structures, except for Public Safety Systems installed pursuant to *Section 5.4.7 (Public Safety Systems)*, and without need for notice to or approval from DISTRICT, GRANTOR may undertake brush removal, mowing, grazing, tree trimming, targeted tree removal, and other vegetation management methods of similar nature and intensity.

b) Further than one hundred (100) feet from structures in areas of the Property and with prior written approval of DISTRICT, targeted and limited brush removal and mowing or other methods of similar nature and intensity are allowed in grasslands and in the understory of native forest and woodlands, provided that nesting surveys are conducted in coordination with a qualified biologist if activities are to take place during nesting season, and that GRANTOR modifies activities based on survey results to ensure no impacts to identified nests.

c) With prior written approval from DISTRICT: (i) targeted forest thinning is allowed in consultation with a professional forester, provided that nesting surveys are conducted in coordination with a qualified biologist if thinning activities are to take place during nesting season, and that GRANTOR modifies activities based on survey results to ensure no impacts to identified nests; and (ii) prescriptive burning is allowed if undertaken in a manner consistent with the standards and requirements of the local fire protection agency having jurisdiction.

5.5.6 Native Tree Removal. Harvesting, cutting, trimming, transplanting, or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of fire management, in accordance with *Section 5.5.5 (Vegetation and Fuel Management)*; (iv) for natural resource management in accordance with *Section 5.5.1 (Natural Resource Preservation, Restoration, and Enhancement Activities)*; and (v) for cultural uses in accordance with *Section 5.3.6 (Cultural Resource Protection and Use)* of this Easement. Native trees removed pursuant to this *Section 5.5.6* may be used for personal firewood and sale of firewood to onsite campers.

5.5.7 Native Vegetation Removal. Removal or destruction of any native non-tree vegetation is prohibited, except as reasonably necessary (i) within footprint of permitted structures and improvements; (ii) to control insects and disease; (iii) to prevent personal injury and property damage; (iv) for the purpose of fire management, in accordance with *Section 5.5.5 (Vegetation and Fuel Management)*; (v) for natural resource management in accordance with *Section 5.5.1 (Natural Resource Preservation,*

*Restoration, and Enhancement Activities*) of this Easement; and (vi) for cultural uses in accordance with *Section 5.3.6 (Cultural Resource Protection and Use)*.

5.5.8 Native Animal Removal. Killing, hunting, trapping, injuring, or removing native animals is prohibited except (i) under imminent threat to human life or safety; (ii) for cultural uses in accordance with *Section 5.3.6 (Cultural Resource Protection and Use)*; (iii) as reasonably necessary natural resource preservation, restoration, and enhancement activities in accordance with *Section 5.5.1 (Natural Resource Preservation, Restoration, and Enhancement Activities)*, using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction.

5.5.9 Non-Native Plants and Animals.

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

b) *Introduction*. GRANTOR shall not establish or plant non-native plant and animal species outside of the designated Building Envelope.

5.5.10 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, restoration forestry, property management activities, and to provide opportunities for members of the public with disabilities who require motorized equipment to access the Property and its features.

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

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

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

b) *Storage of Construction Materials.* GRANTOR may store construction and other work materials outdoors needed during construction of permitted structures and improvements on the Property while work is in progress 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 one-hundred eighty (180) days.

**5.6 Public Access Limitations.** Nothing contained in this Easement shall be construed as granting, permitting or affording the public access to any portion of the Property or as limiting or precluding GRANTOR's right to exclude the public from the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties across the Property, provided that such access is allowed in a reasonable manner and is consistent with the Conservation Purpose of this Easement and so long as such access is undertaken subject to the terms and conditions of this Easement.

**5.7 Easements.** GRANTOR may not grant new temporary or permanent easements, nor modify or amend existing easements, on the Property without prior written approval from DISTRICT. It is the duty of GRANTOR to prevent use of the Property by third parties that may result in the creation of prescriptive rights.

#### **PART FOUR: PROCEDURES AND REMEDIES**

**6. Notice and Approval Procedures.** Some activities and uses addressed by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses addressed by this Easement require the prior written approval of DISTRICT. Such an approval reflects the DISTRICT's determination that the activity or use complies with the terms and restrictions established in this Easement. Unless and until such notice is given or approval is obtained in accordance with this *Section 6*, any such activity or use is prohibited on the Property. GRANTOR shall use the procedures set forth below, including the information required by *Section 6.3 (Information Required)*, to provide notice to DISTRICT or to obtain DISTRICT's approval unless a use or activity is expressly addressed in and governed by an approved Plan.

**6.1 Uses/Activities Requiring Notice to DISTRICT.** For any activity or use that requires prior notice to DISTRICT, GRANTOR shall deliver such notice to DISTRICT in writing 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 Uses/Activities Requiring Prior Approval from DISTRICT.** For any activity or use that requires prior approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") in writing 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. In order to consider GRANTOR's request complete, DISTRICT may require that GRANTOR submit additional information and/or a Plan for such proposed activity or use. 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 may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

**6.3 Information Required.** All notices and requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of GRANTOR's request with the terms, conditions, and Conservation Purpose of this Easement. DISTRICT may request GRANTOR provide such additional or supplemental information, including expert opinions at GRANTOR's expense, as it deems necessary to evaluate any notice or request for approval. Forms for notices and requests for approval shall be available at DISTRICT's offices and website.

**6.4 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.

**6.5 DISTRICT'S Determination.** DISTRICT may determine that a proposed use is consistent with this Easement in its sole discretion. It may consider compliance with this Easement, the manner in which the proposed use is to be carried out, and the potential for the proposed use and the manner in which it is to be carried out to preserve, enhance, or affect one or more Conservation Values. DISTRICT may impose conditions on the use in order to ensure that the use is consistent with the Purpose of this Easement. No determination by DISTRICT shall establish precedent for or commitment to the outcome of future decisions. DISTRICT shall consider every notice and request for approval on its own and without following or establishing precedent.

**6.6 Approvals Must Be in Writing.** All approvals must be made in writing to have any effect. GRANTOR understands that any oral approval or oral representation regarding such an approval made by DISTRICT, its officers, employees, or agents does not meet the requirements

of this *Section*, does not bind or commit DISTRICT, and may not be relied on by GRANTOR. To that end GRANTOR agrees that it will not assert or allege that DISTRICT, its officers, employees, or agents provided—or that GRANTOR understood that DISTRICT, its officers, employees, or agents provided—any oral approval or that DISTRICT is in any way estopped or has made an election or has waived any provision of this Easement based on any allegation of an oral approval or understanding of an oral approval.

**6.7 Uses/Activities Not Expressly Addressed.** In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly permitted nor expressly prohibited in *Section 5 (GRANTOR's Restricted Rights)*, GRANTOR shall seek DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in this *Section 6.7*. Any activity or use not expressly permitted in *Section 5 (GRANTOR's Restricted Rights)* may constitute a breach of this Easement and may be subject to the provisions of *Section 10 (Remedies for Breach)*.

**6.8 Plans.** Any Plan, along with updates and amendments, requires review and approval by DISTRICT in accordance with this *Section 6.8* and shall be consistent with the terms and conditions of this Easement. The Plan shall have no effect and shall not govern activity on the Property until it has been approved by DISTRICT. DISTRICT may require periodic updates to any Plan as a condition of approval.

**6.8.1 Review of Plans.** GRANTOR shall not commence any activity or use for which this Easement requires a Plan, unless and until DISTRICT approves a Plan pursuant to *Section 6 (Notice and Approval Procedures)* that describes and governs the activity or use. The review procedures of *Section 6 (Notice and Approval Procedures)* shall apply except that DISTRICT shall have sixty (60) days to review a proposed Plan.

**6.8.2 Master Plan.** GRANTOR may develop and submit a Master Plan to DISTRICT that complies with the requirements of this *Section 6.8 (Plans)*.

**6.8.3 Minimum Contents of Plans.** Any Plan shall be sufficiently specific to enable DISTRICT to make a reasonable determination regarding whether the Plan is consistent with the terms and Conservation Purpose of this Easement. Any Plan shall identify best management practices to assure that management activities, development, and uses are conducted in a manner that is consistent with this Easement. The Plan must identify, at a minimum, (i) objectives, (ii) development/treatment locations, (iii) timelines, (iv) “before” conditions, and (v) post-development/treatment maintenance.

**6.8.4 Approved Plans.** Once the Plan is approved by DISTRICT, all uses and activities covered by the Plan shall be conducted in a manner consistent with it. Upon DISTRICT's approval, all uses and improvements described therein shall be deemed to be consistent with the terms, conditions, and Conservation Purpose of this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT as

long as the Plan remains in effect. All such uses and activities shall at all times remain subject to the substantive limitations of *Section 5 (GRANTOR's Restricted Rights)*. Any revisions to the Plan are subject to District approval.

6.8.5 Updates to Plans. DISTRICT may require GRANTOR to revise or update the Plan, at GRANTOR's expense, to address changed conditions on the Property. In the event of such a request by DISTRICT, GRANTOR shall submit proposed revisions to the Plan to DISTRICT within one hundred twenty (120) days of DISTRICT's request. Such revisions will be subject to the review and approval procedures set forth in *Section 6 (Notice and Approval Procedures)*.

## **7. Costs and Liabilities Related to the Property.**

**7.1 Operations and Maintenance of the Property.** GRANTOR retains and 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, and federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance covering acts on the Property. DISTRICT shall have no responsibility whatsoever 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 (GRANTOR's Indemnity)*, 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 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;

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.

If at any time after the Effective Date of this Easement there occurs a release, discharge, or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, GRANTOR agrees to take all steps that are required of GRANTOR under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

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. GRANTOR's Indemnity.** GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, invitees, 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 gross negligence or intentional misconduct of DISTRICT; (ii) the obligations specified in *Section 7 (Costs and Liabilities Related to the Property)*; and (iii) any approvals given under *Section 6 (Notice and Approval Procedures)*.



**9. Baseline Documentation for Enforcement.** The specific characteristics, use, and state of improvement of the Property are further documented in an inventory of relevant features of the Property dated \_\_\_\_\_ that is on file at the offices of DISTRICT and incorporated by this reference (the “Baseline Report”), which consists of reports, maps, photographs, and other documentation. The Parties agree and acknowledge that the Baseline Report provides an accurate representation of the Property at the time this Easement is recorded and that it is intended to provide an objective, though nonexclusive, 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.

**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, recover damages for such violation, and/or require the restoration of the Property to the condition that existed prior to such violation.

10.1.1 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 13 (Notices)*.

10.1.2 If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (i) may pursue any and all remedies available under law without waiting for the cure period to expire; (ii) shall have the right, without notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken; and (iii) shall have the right to record a notice of violation in the Office of the Sonoma County Recorder.

10.1.3 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.

10.1.4 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, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DISTRICT may further recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by

this Easement (including but not limited to damages for the loss of scenic, recreational, or environmental values), and to require the restoration (or damages for the cost of restoration) of the Property to the condition that existed prior to any such injury. To the extent that any financial benefit gained from the violation of this Easement exceeds the amount of damages awarded or the value of other remedies provided, GRANTOR expressly agrees that disgorgement of any such additional benefits or profits is an appropriate remedy that shall apply to such a violation, regardless of whether such benefit exceeds the cost incurred by DISTRICT or quantifiable harm to the Property as a result of the violation.

10.1.5 All reasonable costs incurred by DISTRICT in enforcing this Easement against GRANTOR, shall be borne by GRANTOR; provided, however, that if GRANTOR ultimately prevails in a judicial enforcement action or arbitration proceeding brought by DISTRICT, then DISTRICT shall bear its own costs and pay for GRANTOR's reasonable costs and expenses of suit. Costs are defined for purposes of this *Section*, and all other references to costs in this Easement, as including all reasonable costs necessitated by GRANTOR's violation of the terms of this Easement or request for approval or amendment. Costs include, without limitation, costs of restoration necessitated by violation of this Easement; costs and expenses of suit; reasonable professional fees of attorneys, consultants, witnesses, surveyors, and accountants; and expenses and compensation for DISTRICT staff time required to respond to a violation or request.

**10.2 No Waiver.** 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. GRANTOR hereby waives any defense of laches, waiver, estoppel, or prescription.

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

**11. Acts Beyond GRANTOR's Control.** Except as otherwise provided in *Section 5.1.5 (Duty to Prevent Waste, Nuisance, and Trespass)* and *Section 10 (Remedies for Breach)*, 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 wildfire, flood, storm, earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has

control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement. Notwithstanding the foregoing, GRANTOR shall be liable to DISTRICT for modifications or damage to the Property that impair or damage the Conservation Values of the Property when those modifications or damages result from the acts or omissions of third parties whose use of or presence on the Property is authorized, expressly or implicitly, or requested by GRANTOR. In the event that the Conservation Values of the Property are damaged or impaired as a result of the acts or omissions of third parties, GRANTOR shall diligently pursue all available legal remedies against such parties to ensure restoration of the Property and the Conservation Values. Nothing contained herein limits or precludes GRANTOR's or DISTRICT's rights to pursue any third party for damages to the Property's Conservation Values.

## **12. Extinguishment and Condemnation.**

**12.1 Extinguishment.** Subject to the requirements and limitations of California Public Resources Code section 5540, or any 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. 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 of the Easement, shall be determined, unless otherwise provided by California law at the time, in accordance with *Section 12.3 (Property Interest and Fair Market Value)*. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County. This Easement shall not be deemed terminated, extinguished, or otherwise affected until DISTRICT has received full payment for its interest.

**12.2 Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by *12.3 (Property Interest and Fair Market Value)*.

**12.3 Property Interest and Fair Market Value.** This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this *Section 12.3*, the Parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation on the

following basis: GRANTOR 67% and DISTRICT 33% (which percentages are derived from the ratio of the price paid for the Easement to the appraised value of the Property before being encumbered by the Easement), or as otherwise agreed upon by them in writing at the time of condemnation. In the apportionment of the proceeds from any eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value attributable to improvements made on the Property after the date of this Easement, provided that such improvements were not made or funded by DISTRICT and further provided that such improvements do not constitute a breach of this Easement.

## **PART FIVE: MISCELLANEOUS**

### **13. Notices.**

**13.1 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 overnight delivery addressed as follows:

To GRANTOR:            Director  
                              Sonoma County Regional Parks  
                              400 Aviation Boulevard, Suite 100  
                              Santa Rosa, CA 95403

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

Or to such other address as such party from time to time may designate by written notice pursuant to this *Section 13.1*.

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

13.2.1 When mailed first class postage prepaid to the last address designated by the recipient pursuant to *Section 13.1 (Method of Delivery)* notice is effective one (1) business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the even the postmark is not shown or available, then one (1) business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

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

**13.3 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.

**14. 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. The decision to amend this Easement is at DISTRICT's sole and absolute discretion. Unless otherwise agreed to by DISTRICT, GRANTOR shall bear all costs related to DISTRICT's review of and response to GRANTOR's request for an amendment, including the cost to update the Baseline Report and any Management Plans to reflect the amendment. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

**15. General Provisions.**

**15.1 Assignment of Rights and Obligations.** GRANTOR's rights and obligations under this Easement will be assigned to GRANTOR's successor-in-interest upon transfer of GRANTOR's interest in the Property to such successor, except that GRANTOR's liability for acts or omissions occurring prior to the transfer shall survive the transfer.

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

**15.3 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.

**15.4 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.

**15.5 Easement to Bind Successors.** The Easement 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 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.

**15.6 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 a leasehold interest) is conveyed and that GRANTOR will provide a copy of this Easement to any party acquiring an interest in the Property from GRANTOR. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least thirty (30) 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 15.5 (Easement to Bind Successors)* of this Easement, and the failure of GRANTOR to perform any act required by this *Section 15.6* shall not impair the validity of this Easement or limit its enforceability in any way.

**15.7 Fees and Charges.** DISTRICT shall have the right to establish and collect from GRANTOR reasonable fees and charges, including attorneys’ fees and staff costs, for inspections, approvals, and other services performed by or for DISTRICT pursuant to this Easement. Such fees and charges shall not exceed the reasonable costs of providing such services.

**15.8 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 13 (Notices)*.

**15.9 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.

**15.10 Counterparts.** This Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

**15.11 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 recordation 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.

**15.12 No Forfeiture.** GRANTOR represents and warrants that nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect. If a forfeiture or reversion does occur, GRANTOR shall return, with interest calculated in accordance with the rate established pursuant to the next sentence, all consideration paid by DISTRICT for the acquisition of this Easement. The interest rate applicable to the amount owed to DISTRICT pursuant to this paragraph shall be the greater of (a) 5% or (b) the percentage change in the Consumer Price Index for All Urban Consumers (base year 1982-1984 = 100) for San Francisco Oakland and San Jose published by the United States Department of Labor, Bureau of Labor Statistics from the date the Easement is recorded to the date of DISTRICT's demand for reimbursement pursuant to this paragraph.

**15.13 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 and protects the Conservation Purpose of this Easement.

**15.14 Joint Obligation.** The obligations imposed by this Easement on Owner shall be joint and several.

**15.15 No Merger.** It is the express intent of the parties that this Easement is not extinguished if this Easement and the fee title of the Property are held by the same entity.

**15.16 Representation of Authority of Signatories.** Each individual executing this Easement represents and warrants to the other party that the execution and delivery of this Easement and all related documents have been duly authorized by the party for which the individual is signing and that the individual has the legal capacity to execute and deliver this Easement and thereby to bind the party for which the individual is signing.

**15.17 Sufficient Counsel.** GRANTOR warrants that they have reviewed this Easement and its effects on the Property with appropriate independent legal counsel and financial advisor(s) of their own choosing. This Easement has been fully negotiated between the parties so that any rule that documents may be construed against the drafter does not apply.

**15.18 Effective Date.** This Easement shall be effective as of the date of its recordation in the Official Records of Sonoma County in the Offices of the Sonoma County Recorder (the “Effective Date”).

*[Remainder of Page Intentionally Blank – Signature Page Follows]*



IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

GRANTOR: COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By: \_\_\_\_\_

Lynda Hopkins, President of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE

DISTRICT

By: \_\_\_\_\_

Lynda Hopkins, President of the Board of Directors

ATTEST:

By: \_\_\_\_\_

Noelle Francis, Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description

Exhibit B: Project Structure Map

Exhibit C: Former Willow Creek – Northern Tract Easement Area Legal Description

Exhibit D: Camping Envelope Legal Description

Certificate of Acceptance

## **LEGAL DESCRIPTION**

### **EXHIBIT A**

The land referred to herein below is situated in the unincorporated area of the, County of Sonoma, State of California, and is described as follows:

#### **PARCEL ONE:**

All of that Tract of Land situated in the Bodega Rancho, Township 7 North, Range 11 West, Mount Diablo Meridian, County of Sonoma, State of California, and being a portion of the Land of Mendocino Redwood Company, LLC, A Delaware Limited Liability Company, described as Tract A, Parcels One, Two and Three and Tract C, Parcels One, Two and Three, in Deed Recorded as Document Number 1998-0074025, Official Records of Sonoma County, more particularly described as follows:

Beginning at a 1-1/2" iron pipe tagged B-184, being the common corner of said Mendocino Redwood Company and the Lands of Starrett Enterprises as described in Book 1758 Official Record Page 300 Sonoma County Records, as shown on Record of Survey Recorded in Book 153 Maps Page 19 of the Sonoma County Records; thence South 00° 21' 54" West 1099.99 feet; thence West 2709.31 feet; thence North 00° 31' 29" East 3711.72 feet to the common boundary line of said Mendocino Redwood Company and the Lands of Casini as described in Document Number 1993-026881 Sonoma County Records; thence along the common boundary line between the said Lands of Mendocino Redwood Company and said Casini North 40° 11' 32" East, 115.80 feet to a 1-1/2" iron pipe tagged R-11 LS 2297; thence North 27° 21' 00" West 130.20 feet; thence to North 56° 53' 06" West 68.56 feet to a 1-1/2" iron pipe tagged R-9 LS 2297; thence along the common boundary line of said Mendocino Redwood Company and the lands of Sweetwater Springs Water District as described in Document Number 1992-041217 Sonoma County Records, North 36° 44' 51" East 567.27 feet; thence along the common boundary line between said Mendocino Redwood Company and said Sweetwater Springs Water District North 65° 11' 10" East 832.60 feet; thence South 70° 42' 50" East 1747.40 feet to the common corner of said Mendocino Redwood Company, said Sweetwater Springs Water District and the Lands of Starrett Enterprises as described in Book 1758 Official Record Page 300 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and said Starrett Enterprises South 00° 21' 54" West 3080.05 feet more or less to the Point of Beginning.

A.P. No. 097-290-004-000

#### **PARCEL TWO:**

All of that Tract of Land situated in the Bodega Rancho, Township 7 North, Range 11 West, Mount Diablo Meridian, County of Sonoma, State of California, and being a portion of the land of Mendocino Redwood Company, LLC, A Delaware Limited Liability Company, described as Tract A, Parcels One, Two and Three and Tract C, Parcels One, Two and Three, in Deed Recorded as Document Number 1998-0074025, Official Records of Sonoma County, more particularly described as follows:

Beginning at a 1-1/2" iron pipe tagged B-184, being the common corner of said Mendocino Redwood Company and the Lands of Starrett Enterprises as described in Book 1758 Official Record Page 300 Sonoma County Records, as shown on Record of Survey Recorded in Book 153 Maps Page 19 of the Sonoma County Records; thence South 88° 31' 48" East 1210.98 feet to a 1-1/2" iron pipe tagged RS LS

**EXHIBIT A**  
(Continued)

2297 being the common corner of said Mendocino Redwood Company, said Starrett Enterprises and the Lands of Monks as described in Document Number 1995-108347 Sonoma County Records; thence along the common boundary line between said Mendocino Redwood Company and said Monks South 01° 56' 57" West 604.50 feet to a 1-1/2" iron pipe tagged R4 LS 2297 being the common corner of said Mendocino Redwood Company, said Monks and Sweetwater Springs District as described in Document Number 1992-041217 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and said Sweetwater Springs Water District North 87° 13' 37" West 43.81 feet to a 1-1/2" iron pipe tagged R3 LS 2297; thence South 00° 20' 32" East 1874.32 feet to a 1-1/2" iron pipe tagged R2 LS 2297; thence North 69° 58' 25" East 2001.22 feet to the common corner of said Mendocino Redwood Company, said Sweetwater Springs Water District and the land of Ney as described in Document Number 1996-096780 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and the said Ney South 89° 47' 16" East 1971.30 feet to the common corner of said Mendocino Redwood Company, said Ney and the Land of Greene as described in Document Number 1995-023049 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and said Greene South 00° 00' 12" West 1729.75 feet; thence leave the common boundary line between said Mendocino Redwood Company and said Greene North 90° 00' 00" West 359.10 feet to a point in an existing road; thence along an existing road the following courses and distance south 83° 57' 38" West 292.23 feet; thence South 66° 27' 59" West 123.15 feet; thence South 21° 45' 20" East 154.94 feet; thence South 39° 15' 13" East 168.27 feet; thence South 40° 30' 49" West 267.79 feet; thence South 62° 56' 46" West 476.33 feet; thence South 17° 08' 52" West 148.48 feet; thence South 51° 30' 51" West 198.66 feet; thence North 77° 59' 06" West 123.74 feet; thence North 70° 31' 38" West 110.53 feet; thence South 67° 24' 02" West 228.43 feet; thence North 73° 20' 42" West 163.08 feet; thence South 49° 23' 10" West 109.22 feet; thence South 16° 08' 23" West 243.24 feet; thence South 66° 40' 38" West 178.51 feet; thence South 08° 50' 42" West 178.78 feet; thence South 52° 11' 42" East 148.57 feet; thence South 42° 58' 34" East 102.22 feet; thence South 11° 14' 39" West 264.64 feet; thence South 62° 19' 15" West 197.72 feet; thence South 80° 02' 44" West 239.46 feet; thence North 72° 00' 24" West 192.61 feet; thence South 42° 38' 35" West 114.08 feet; thence South 75° 50' 28" West 137.43 feet; thence South 67° 30' 16" West 151.47 feet; thence North 87° 34' 00" West 200.53 feet; thence South 79° 16' 09" West 88.87 feet; thence along the Centerline of Freezeout Creek Road South 01° 25' 09" West 141.72 feet; thence South 09° 44' 50" West 33.30 feet; thence South 01° 40' 20" West 25.27 feet; thence South 16° 54' 23" West 49.58 feet; thence South 53° 43' 34" West 39.14 feet; thence South 71° 55' 48" West 15.77 feet; thence leaving the Centerline of Freezeout Creek Road North 63° 21' 09" West 3891.48 feet to a Point on the Northerly side of Freezeout Creek Road; thence along the Northerly side of Freezeout Creek Road North 87° 00' 59" West 46.32 feet; thence South 79° 19' 14" West 91.08 feet; thence leaving the Northerly side of Freezeout Creek Road North 34° 58' 43" West 1707.90 feet; thence North 10° 56' 22" East 1378.92 feet; thence along a line parallel to and 50 feet Southerly and Easterly of the existing centerline of Box Springs Road the following courses and distances North 89° 57' 26" East 18.30 feet; thence North 70° 00' 14" East 83.95 feet; thence North 16° 32' 48" East 108.09 feet; thence North 10° 10' 29" West 108.48 feet; thence North 04° 55' 09" West 22.83 feet; thence North 13° 39' 48" East 34.75 feet; thence North 18° 27' 31" East 50.47 feet; thence North 29° 35' 35" East 36.70 feet; thence North 38° 17' 17" East 20.13 feet; thence North 46° 35' 21" East 54.56 feet; thence South 86° 00' 54" East 43.40 feet; thence leaving said parallel line and across Box Springs Road of a point on the Northerly side of said road North 77.60 feet; thence East 2569.03 feet; thence North 00° 21' 54" East 1099.99 feet, more or less to the Point of Beginning.

Excepting therefrom all of the Parcel of Land conveyed to Ralph Sturgeon and Norma H. Sturgeon By D & R Redwood Co., Dated September 30, 1968 and Recorded on March 11, 1969 in Book 2382 Official Records, Page 729, Sonoma County Records.

A.P. No.: 097-290-001-000; 002-000; 003-000

**EXHIBIT A**  
(Continued)

**PARCEL THREE:**

All of that Tract of Land situated in the Bodega Rancho Township, 7 North, Range 11 West, Mount Diablo Meridian, County of Sonoma, State of California, and being a portion of the land of Mendocino Redwood Company, LLC, A Delaware Limited Liability Company, described as Tract A, Parcels One, Two and Three and Tract C, Parcels One, Two and Three, in Deed Recorded as Document Number 1998-0074025, Official Records of Sonoma County, more particularly described as follows:

Beginning at a 1-1/2" iron pipe tagged RO Bodega Rancho LS 2297 as shown on Record of Survey Recorded in Book 128 Maps Page 14 Sonoma County Records and also shown on Record of Survey Recorded in Book 219 Maps Page 5 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and the Lands of Silvani as described in Document Number 1999-030754 Sonoma County Records South 53° 31' 44" East 523.77 feet; thence South 00° 33' 49" West 292.38 feet to a Point on the Northerly side of Willow Creek Road; thence along the line of parallel to and 10 feet Northerly of the existing centerline of Willow Creek Road the following courses and distances, North 84° 28' 12" West 27.75 feet; thence South 82° 57' 31" West 56.63 feet; thence South 78° 28' 35" West 33.78 feet; North 82° 44' 15" West 60.61 feet; thence North 49° 56' 22" West 28.80 feet; thence North 38° 04' 56" West 47.48 feet; thence North 45° 08' 02" West 39.98 feet; thence North 56° 05' 49" West 39.98 feet; thence North 51° 20' 12" West 67.67 feet; thence North 45° 21' 07" West 97.30 feet; thence North 55° 22' 34" West 65.76 feet; thence North 84° 44' 57" West 52.16 feet; thence North 82° 06' 00" West 45.16 feet; thence North 52° 09' 35" West 60.72 feet; thence North 41° 25' 40" West 135.7 feet; thence North 58° 07' 40" West 107.0 feet; thence North 87° 46' 33" West 72.46 feet; thence South 87° 33' 58" West 52.91 feet; thence North 72° 43' 29" West 37.32 feet; thence North 69° 41' 19" West 36.27 feet; thence North 76° 40' 01" West 199.3 feet; thence North 80° 07' 06" West 59.38 feet; thence North 84° 21' 45" West 65.70 feet; thence South 82° 14' 50" West 43.71 feet; thence South 67° 34' 37" West 59.90 feet; thence South 62° 26' 00" West 107.4 feet; thence South 47° 21' 04" West 123.7 feet; thence South 56° 09' 21" West 43.42 feet; thence South 70° 10' 22" West 36.75 feet; thence South 79° 24' 26" West 51.48 feet; thence South 66° 28' 13" West 53.00 feet; thence South 57° 05' 30" West 146.43 feet; thence South 61° 35' 59" West 47.66 feet; thence North 89° 08' 43" West 48.82 feet; thence North 50° 47' 17" West 77.62 feet; thence North 51° 11' 32" West 67.87 feet; thence South 85° 48' 42" West 58.93 feet; thence South 71° 34' 43" West 105.5 feet; thence South 79° 08' 32" West 95.45 feet; thence North 87° 28' 04" West 61.63 feet; thence North 68° 17' 42" West 67.75 feet; thence North 57° 18' 29" West 35.50 feet; thence North 68° 49' 08" West 38.76 feet; thence North 75° 27' 02" West 79.82 feet; thence North 78° 36' 41" West 45.63 feet; thence South 87° 35' 42" West 52.32 feet; thence North 77° 32' 59" West 43.39 feet; thence North 57° 25' 16" West 37.59 feet; thence North 50° 34' 58" West 7605 feet; thence North 53° 22' 14" West 36.98 feet; thence North 83° 18' 05" West 48.34 feet; thence South 76° 36' 06" West 192.2 feet; thence South 87° 23' 23" West 139.2 feet; thence North 77° 02' 06" West 176.2 feet; thence North 85° 45' 46" West 58.61 feet; thence South 71° 08' 22" West 68.70 feet; thence South 55° 50' 34" West 201.56 feet; thence South 43° 31' 13" West 91.87 feet; thence South 23° 38' 30" West 67.52 feet; thence South 05° 21' 41" East 61.63 feet; thence South 08° 59' 54" East 40.79 feet; thence South 22° 40' 40" West 37.58 feet; thence South 54° 33' 06" West 30.75 feet; thence South 67° 01' 19" West 56.08 feet; thence South 76° 28' 56" West 90.13 feet; thence South 84° 22' 48" West 35.19 feet; thence 71° 04' 19" West 46.61 feet; thence North 63° 40' 02" West 73.60 feet; thence North 68° 44' 15" West 84.61 feet; thence North 59° 47' 42" West 44.53 feet; thence North 14° 20' 25" West 49.29 feet; thence North 11° 46' 10" West 59.21 feet; thence North 41° 06' 35" West 58.25 feet; thence North 58° 37' 49" West 97.32 feet; thence North 70° 28' 43" West 41.73 feet; thence North 87° 18' 01" West 48.92 feet; thence South 80° 39' 56" West 97.34 feet; thence South 87° 39' 46" West 42.05 feet; thence North 43° 58' 19" West

**EXHIBIT A**  
(Continued)

47.22 feet; thence North 21° 01' 37" West 38.97 feet; thence North 19° 13' 03" West 64.95 feet; thence North 62° 49' 12" West 57.67 feet; thence North 71° 13' 21" West 90.23 feet; thence North 66° 56' 01" West 44.47 feet; thence North 58° 10' 25" West 57.52 feet; thence North 62° 14' 58" West 38.74 feet; thence North 88° 51' 25" West 43.37 feet; thence South 68° 35' 49" West 41.91 feet; thence South 72° 16' 16" West 53.39 feet; thence South 74° 23' 50" West 29.78 feet; thence South 61° 23' 47" West 35.50 feet; thence South 52° 13' 40" West 32.84 feet; thence South 51° 50' 50" West 51.77 feet; thence South 66° 37' 31" West 34.09 feet; thence South 88° 17' 22" West 55.33 feet; thence North 80° 10' 10" West 41.13 feet; thence North 88° 59' 06" West 44.28 feet; thence North 86° 33' 30" West 34.06 feet; thence North 63° 46' 16" West 32.02 feet; thence North 45° 06' 07" West 41.12 feet; thence North 60° 16' 06" West 56.70 feet; thence North 89° 32' 31" West 50.65 feet; thence South 69° 58' 50" West 44.45 feet; thence South 56° 40' 47" West 42.85 feet; thence South 36° 22' 41" West 48.89 feet; thence South 11° 24' 45" West 60.90 feet; thence South 15° 13' 06" West 79.26 feet; thence South 32° 06' 06" West 44.49 feet; thence South 42° 34' 30" West 99.29 feet; thence South 43° 11' 10" West 49.78 feet; thence South 58° 07' 32" West 59.00 feet; thence South 67° 22' 35" West 34.22 feet; thence South 88° 22' 50" West 57.03 feet; thence North 64° 36' 36" West 60.02 feet; thence North 58° 46' 54" West 34.03 feet; thence North 47° 52' 52" West 76.29 feet; thence North 49° 32' 00" West 112.60 feet; thence North 51° 37' 26" West 87.62 feet; thence North 61° 24' 31" West 42.67 feet; thence North 69° 11' 45" West 50.45 feet; thence North 80° 30' 41" West 52.50 feet; thence South 89° 09' 28" West 91.93 feet; thence North 84° 51' 33" West 42.48 feet; thence North 67° 57' 39" West 21.35 feet; thence North 52° 04' 35" West 44.11 feet; thence North 42° 06' 55" West 79.04 feet; thence North 50° 30' 54" West 45.18 feet; thence North 72° 06' 48" West 44.52 feet; thence South 88° 52' 28" West 52.24 feet; thence South 76° 13' 11" West 60.47 feet; thence South 77° 54' 28" West 25.06 feet; thence North 84° 21' 11" West 57.73 feet; thence North 82° 56' 03" West 69.96 feet; thence South 52° 53' 59" West 62.79 feet; thence South 37° 08' 08" West 48.33 feet; thence South 58° 48' 15" West 43.62 feet; thence South 67° 35' 39" West 87.06 feet; thence South 62° 46' 10" West 44.79 feet; thence South 45° 19' 20" West 37.86 feet; thence South 31° 40' 52" West 63.66 feet; thence South 37° 53' 21" West 34.21 feet; thence South 68° 11' 29" West 35.61 feet; thence South 84° 41' 31" West 36.78 feet; thence South 38° 23' 41" West 30.89 feet; thence leaving said Northerly line of Willow Creek Road, North 33° 37' 59" West 1534.10 feet; thence North 16° 55' 14" East 783.51 feet; thence North 21° 30' 18" West 135.57 feet; thence North 22° 41' 46" West 201.28 feet; thence North 16° 10' 21" West 69.46 feet; thence North 05° 20' 21" East 155.94 feet; thence North 26° 05' 09" West 170.88 feet; thence North 33° 11' 19" East 258.06 feet; thence North 22° 37' 19" East 1417.31 feet; thence North 34° 58' 34" West 5.33 feet to a point on the Northerly side of Freezeout Creek Road; thence along the Northerly side of Freezeout Creek Road. The following Courses and Distances, North 79° 19' 14" East 91.08 feet; thence South 87° 00' 59" East 46.32 feet; thence leaving the Northerly side of Freezeout Creek Road, South 63° 21' 09" East 3891.48 feet to a point in the centerline of Freezeout Creek Road; thence along the centerline of Freezeout Creek Road, the following courses and distances, North 71° 55' 48" East 15.77 feet; thence North 53° 43' 34" East 39.14 feet; thence North 16° 54' 23" East 49.58 feet; thence North 01° 40' 20" East 25.27 feet; thence North 09° 44' 50" East 33.30 feet; thence North 01° 25' 09" East 141.7 feet; thence leaving the centerline of Freezeout Creek Road and along an existing Road the following courses and distances, North 79° 16' 09" East 88.87 feet; thence South 87° 34' 00" East 200.53 feet; thence North 67° 30' 16" East 151.47 feet; thence North 75° 50' 28" East 137.43 feet; thence North 42° 38' 35" East 114.08 feet; thence South 72° 00' 24" East 192.61 feet; thence North 80° 02' 44" East 239.46 feet; thence North 62° 19' 15" East 197.72 feet; thence North 11° 14' 39" East 264.64 feet; thence North 42° 58' 34" West 102.22 feet; thence North 52° 11' 42" West 148.57 feet; thence North 08° 50' 42" East 178.78 feet; thence North 66° 40' 38" East 178.51 feet; thence North 16° 08' 23" East 243.24 feet; thence North 49° 23' 10" East 109.22 feet; thence South 73° 20' 42" East 163.08 feet; thence North 67° 24' 02" East 228.43 feet; thence South 70° 31' 38" East 110.53 feet; thence South 77° 59' 06" East 123.74 feet; thence North 51° 30' 51" East 198.66 feet; thence North 17° 08' 52" East 148.48 feet; thence North 62° 56' 46" East 476.33 feet; thence North 40° 30' 49" East 267.79 feet; thence North 39° 15' 13" West 168.27 feet; thence North 21° 45' 20" West 1554.94 feet; thence North 66° 27' 59" East 123.15 feet;

**EXHIBIT A**  
(Continued)

thence North 83° 57' 38" East 292.23 feet; thence leaving said existing Road South 90° 00' 00" East 359.10 feet to the Easterly line of the Lands of said Mendocino Redwood Company; thence along the common boundary line between said Mendocino Redwood Company, the Land of Green as described in Document Number 1995-023049, the Lands of Land House Institute for Religious Development as described in Document Number 1990-115140, and said Lands of Silvani South 00° 00' 12" West 4628.98 feet more or less to the Point of Beginning.

A.P. No.: 097-290-005-000; 006-000

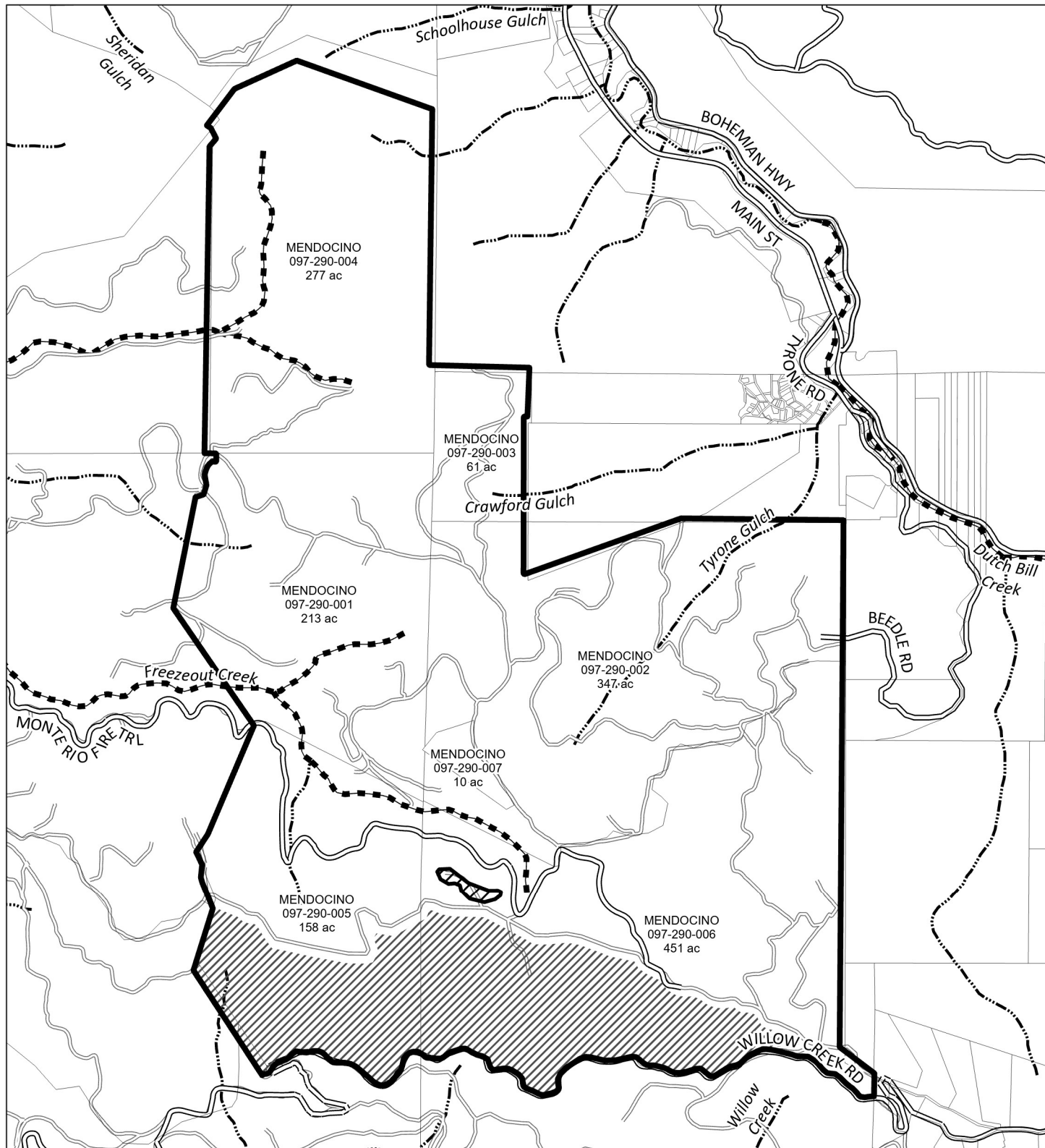
**PARCEL FOUR:**

Commencing at a 1-1/2" iron pipe and cap, stamped R.O. Bodega Rancho, 1950, LS 2297, said 1-1/2" iron pipe and cap referred to in that certain Court Judgement, Recorded in Book 2256, of Official Records, Page 335, further referred to as being the Southeasterly corner of the said 1959.89 Acre Parcel conveyed to Ralph Sturgeon, et al, from which a found 3/8" iron pipe, L.S. 2297, bears South 0° 08' 45" East, 102.7 feet and a 1-1/2" iron pipe and cap stamped C-10, LS 2297 bears South 53° 32' 58" East, 555.99 feet; thence from said Point of Commencement, North 54° 28' 25" West, 4909.64 feet to a set 1/2" iron pipe and tag, witnessed by a railroad iron, to the True Point of Beginning of the Parcel to be herein described; thence from said True Point of Beginning, South 60° 28' 00" West, 109.08 feet to a set 1/2" iron pipe and tag, witnessed by a railroad iron; thence North 55° 00' 00" West, 255.06 feet to a set 1/2" iron pipe and tag; thence continuing North 55° 00' 00" West, 58.03 feet to a set 1/2" iron pipe and tag; thence continuing , North 55° 00' 00" West, 188.56 feet to a set 1/2" iron pipe and tag; thence continuing, North 55° 00' 00" West, 157.07 feet to a set 1/2" iron pipe and tag; thence continuing, North 55° 00' 00" West, 136.88 feet to a set 1/2" iron pipe and tag; thence continuing North 55° 00' 00" West 84.12 feet to a set 1/2" iron pipe and tag; thence continuing North 55° 00' 00" West, 354.58 feet; to a set 1/2" iron pipe and tag, marking the most Westerly corner of the herein described Parcel; thence North 38° 12' 44" East, 265.16 feet to a set 1/2" iron pipe and tag, thence North 70° 32' 26" East, 472.68 feet to a set 1/2" iron pipe and tag, witnessed by a railroad iron, said point hereinafter referred to as Point "B"; thence South 02° 09' 41" East, 119.64 feet to a set 1/2" iron pipe and tag; thence continuing South 2° 09' 41" East, 232.62 feet to a set 1/2" iron pipe and tag; thence South 32° 47' 59" East, 160.61 feet to a set 1/2" iron pipe and tag; thence South 59° 56' 39" East, 205.65 feet to a set 1/2" iron pipe and tag; thence South 22° 26' 57" East, 180.69 feet to a set 1/2" iron pipe and tag; thence South 29° 32' 00" East, 302.28 feet to the Point of Beginning, said point hereinafter referred to as Point "A".

A.P. No.: 097-290-007-000

**PARCEL FIVE:**

The Non-Exclusive Easement for ingress and egress, over Freezeout Creek Road, Box Springs Road and Willow Creek Road as reserved in the Grant Deed to the State of California, Recorded May 6, 2005 as Document No. 2005-062940, Sonoma County Records.



**Easement Boundary\***

Assessor's Parcels

Street

Roads & Trails

Perennial Stream

Intermittent Stream

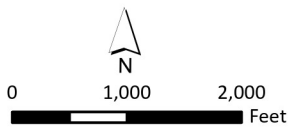
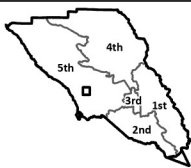
**Camping Envelope (2.5 ac)**

Former Willow Creek – Northern Tract Easement Area (210 ac)

The Easement provides for 1) an additional one and a half (1.5)-acre Building Envelope for a primary residence, 2) up to two Staging Areas totally four (4.0) acres for a parking lot and/or staging area, and 3) a three (3.0)-acre Camping Envelope for camping facilities. The locations of all aforementioned Easement Designation Areas are subject to District approval.



**AG +  
OPEN  
SPACE**  
SONOMA COUNTY



## Monte Rio Redwoods Expansion Exhibit B Project Structure Map

Map Date: 4/29/2025  
Sources: SCWA (streams); County GIS (parcels, roads); Cinquini & Passarino (easement boundary)\*  
This map displays GIS data for illustrative purposes only and is not intended to depict definitive property boundaries or feature locations.

\* Field observations indicate that the Easement Boundary aligns with the boundary linework prepared by Cinquini & Passarino in March 2025, based on the Record of Survey filed in Book 700 of Maps, Pages 1-22. Any discrepancies between the prepared boundary and Assessor's Parcel boundaries of neighboring properties will be investigated.

Ross, E S: \GIS\Projects\Monte\_Rio\_Redwoods\_Exp\PDFs\Monte\_Rio\_Redwoods\_Exp\_Project\_Structure\_Map\_BW\_BOD\_20250429.pdf

EXHIBIT 'C'  
Former Willow Creek – Northern Tract Easement Area

All of that tract of land situated in the Bodega Rancho, Township 7 North, Range 11 West, Mount Diablo Meridian, County of Sonoma, State of California, and being a portion of the land of Mendocino Redwood Company, LLC, a Delaware limited liability company, described as Tract A, Parcels One, Two, and Three and Tract C, Parcels One, Two, and Three, in Deed recorded as Document Number 1988-007402, Official Records of Sonoma County, More particularly described as follows:

Beginning at a point on the northerly side of Willow Creek Road, from which a 1-1/2 inch iron pipe stamped R.O. LS 2297 Bodega Rancho 1950 bears North 86°41'32" East 839.23 feet and a 1-1/2 inch iron pipe stamped C-10 LS 2297 bears South 77°36'54" East 1315.73 feet both iron pipes being shown on Record of Survey recorded in book 128 of Maps Page 5 of the Sonoma County Records thence along a line parallel to and 10.00 feet northerly of the existing centerline of said Willow Creek Road the following courses and distances; thence North 84°21'45" West 65.70 feet; thence South 82°14'50" West 43.71 feet; thence South 67°34'37" West 59.90 feet; thence South 62°26'00" West 107.49 feet; thence South 47°21'04" West 123.77 feet; thence South 56°09'21" West 43.42 feet; thence South 70°10'22" West 36.75 feet; thence South 79°24'26" West 51.49 feet; thence South 66°28'13" West 53.00 feet; thence South 57°05'30" West 146.43 feet; thence South 61°35'59" West 47.67 feet; thence North 89°08'43" West 48.82 feet; thence North 50°47'17" West 77.62 feet; thence North 51°11'32" West 67.88 feet; thence South 85°48'42" West 58.93 feet; thence South 71°34'43" West 105.53 feet; thence South 79°08'32" West 95.45 feet; thence North 87°28'04" West 61.63 feet; thence North 68°17'42" West 67.75 feet; thence North 57°18'29" West 35.50 feet; thence North 68°49'08" West 38.76 feet; thence North 75°27'02" West 79.82 feet; thence North 78°36'41" West 45.63 feet; thence South 87°35'42" West 52.32 feet; thence North 77°32'59" West 43.39 feet; thence North 57°25'16" West 37.59 feet; thence North 50°34'58" West 76.05 feet; thence North 53°22'14" West 36.98 feet; thence North 83°18'05" West 48.34 feet; thence South 76°36'06" West 192.20 feet; thence South 87°23'23" West 139.29 feet; thence North 77°02'06" West 176.26 feet; thence North 85°45'46" West 58.61 feet; thence South 71°08'22" West 68.70 feet; thence South 55°50'34" West 201.56 feet; thence South 43°31'13" West 91.87 feet; thence South 23°38'30" West 67.52 feet; thence South 05°21'41" East 61.63 feet; thence South 08°59'54" East 40.79 feet; thence South 22°40'40" West 37.58 feet; thence South 54°33'06" West 30.75 feet; thence South 67°01'19" West 56.08 feet; thence South 76°28'56" West 90.13 feet; thence South 84°22'48" West 35.19 feet; thence North 71°04'19" West 46.61 feet; thence North 63°40'02" West 73.60 feet; thence North 68°44'15" West 84.61 feet; thence North 59°47'42" West 44.53 feet; thence North 14°20'25" West 49.29 feet; thence North 11°46'10" West 59.21 feet; thence North 41°06'35" West 58.25 feet; thence North 58°37'49" West 97.32 feet; thence North 70°28'43" West 41.73 feet; thence North 87°18'01" West 48.93 feet; thence South 80°39'56" West 97.34 feet; thence South 87°39'46" West 42.05 feet; thence North 43°58'19" West 47.22 feet; thence North 21°01'37" West 38.97 feet; thence North 19°13'03" West 64.95 feet; thence North 62°49'12" West 57.67 feet; thence



EXHIBIT 'A'  
Former Willow Creek – Northern Tract Easement Area

North 71°13'21" West 90.22 feet; thence North 66°56'01" West 44.47 feet; thence  
North 58°10'25" West 57.52 feet; thence North 62°14'58" West 38.74 feet; thence  
North 88°51'25" West 43.37 feet; thence South 68°35'49" West 41.91 feet; thence  
South 72°16'16" West 53.39 feet; thence South 74°23'50" West 29.78 feet; thence  
South 61°23'47" West 35.50 feet; thence South 52°13'40" West 32.84 feet; thence  
South 51°50'50" West 51.77 feet; thence South 66°37'31" West 34.09 feet; thence  
South 88°17'22" West 55.34 feet; thence North 80°10'10" West 41.13 feet; thence  
North 88°59'06" West 44.28 feet; thence North 86°33'30" West 34.06 feet; thence  
North 63°46'16" West 32.02 feet; thence North 45°06'07" West 41.12 feet; thence  
North 60°16'06" West 56.70 feet; thence North 89°32'31" West 50.65 feet; thence  
South 69°58'50" West 44.45 feet; thence South 56°40'47" West 42.85 feet; thence  
South 36°22'41" West 48.89 feet; thence South 11°24'45" West 60.90 feet; thence  
South 15°13'06" West 79.26 feet; thence South 32°06'06" West 44.49 feet; thence  
South 42°34'30" West 99.29 feet; thence South 43°11'10" West 49.78 feet; thence  
South 58°07'32" West 59.01 feet; thence South 67°22'35" West 34.22 feet; thence  
South 88°22'50" West 57.03 feet; thence North 64°36'36" West 60.02 feet; thence  
North 58°46'54" West 34.03 feet; thence North 47°52'52" West 76.29 feet; thence  
North 49°32'00" West 112.60 feet; thence North 51°37'26" West 87.62 feet; thence  
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North 80°30'41" West 52.50 feet; thence South 89°09'28" West 91.93 feet; thence  
North 84°51'33" West 42.48 feet; thence North 67°57'39" West 21.35 feet; thence  
North 52°04'35" West 44.11 feet; thence North 42°06'55" West 79.04 feet; thence  
North 50°30'54" West 45.18 feet; thence North 72°06'48" West 44.52 feet; thence  
South 88°52'28" West 52.24 feet; thence South 76°13'11" West 60.47 feet; thence  
South 77°54'28" West 25.06 feet; thence North 84°21'11" West 57.73 feet; thence  
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South 37°08'08" West 48.33 feet; thence South 58°48'15" West 43.62 feet; thence  
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South 45°19'20" West 37.86 feet; thence South 31°40'52" West 63.66 feet; thence  
South 37°53'21" West 34.21 feet; thence South 68°11'29" West 35.61 feet; thence  
South 84°41'31" West 36.78 feet; thence South 38°23'41" West 30.89 feet; thence leaving  
said northerly line of Willow Creek Road, North 33°37'59" West 1534.10 feet; thence  
North 16°55'14" East 783.51 feet to a point from which a 1-1/2 inch iron pipe stamped S-  
20 LS 2297 as shown on Record of Survey recorded in Book 126 of Maps Pages 49 through  
50 and Record of Survey recorded in Book 322 of Maps Page 44 of the Sonoma County  
Records bears North 32°38'20" West 7312.43 feet; thence along a line 100 feet southerly  
of Ridge Road the following courses and distances; North 40°48'37" East 38.26 feet;  
thence South 56°25'32" East 39.59 feet; thence South 62°03'08" East 55.08 feet; thence  
South 68°25'16" East 165.79 feet; thence South 68°39'12" East 52.87 feet; thence  
South 58°13'50" East 7.98 feet; thence South 48°32'37" East 88.63 feet; thence  
South 76°11'04" East 99.03 feet; thence South 89°17'18" East 24.81 feet; thence  
South 84°04'58" East 16.69 feet; thence South 47°38'05" East 44.73 feet; thence  
South 31°52'17" East 163.38 feet; thence South 36°43'34" East 149.29 feet; thence  
South 80°22'07" East 113.81 feet; thence South 78°03'24" East 369.56 feet; thence  
South 79°54'48" East 456.28 feet; thence North 89°54'05" East 238.70 feet; thence

EXHIBIT 'A'  
Former Willow Creek – Northern Tract Easement Area

North 73°25'26" East 57.03 feet; thence North 28°47'49" East 143.10 feet; thence North 20°47'01" West 175.53 feet; thence North 29°16'23" West 67.06 feet; thence South 81°33'15" East 214.23 feet; thence North 59°50'46" East 301.28 feet; thence North 63°25'29" East 142.94 feet; thence North 19°27'40" East 107.00 feet; thence South 84°08'38" East 44.56 feet; thence South 70°23'03" East 30.51 feet; thence South 64°49'37" East 82.55 feet; thence South 79°40'57" East 133.90 feet; thence South 89°08'33" East 384.01 feet; thence South 85°14'02" East 11.31 feet; thence South 56°46'28" East 35.71 feet; thence South 62°16'09" East 469.35 feet; thence South 58°59'44" East 163.16 feet; thence South 89°36'58" East 205.37 feet; thence North 73°19'31" East 23.54 feet; thence North 84°41'01" East 179.12 feet; thence South 80°13'12" East 153.91 feet; thence South 69°55'25" East 328.51 feet; thence South 66°21'46" East 32.61 feet; thence South 72°13'26" East 31.00 feet; thence South 78°26'40" East 299.61 feet; thence South 22°55'04" East 14.19 feet; thence South 31°22'48" East 73.71 feet; thence South 54°14'38" East 113.01 feet; thence South 64°23'56" East 196.04 feet; thence South 29°33'21" East 16.89 feet; thence South 34°45'54" East 37.80 feet; thence South 38°55'31" East 26.55 feet; thence South 39°49'19" East 58.98 feet; thence South 59°18'50" East 136.62 feet; thence South 84°41'42" East 106.67 feet; thence North 86°01'05" East 64.05 feet; thence South 85°19'27" East 18.96 feet; thence South 75°04'33" East 24.73 feet; thence South 68°04'50" East 22.69 feet; thence South 65°18'42" East 41.60 feet; thence South 62°27'23" East 14.04 feet; thence South 56°22'41" East 12.06 feet; thence South 51°19'56" East 51.83 feet; thence South 60°17'46" East 43.32 feet; thence South 66°42'22" East 42.01 feet; thence South 75°28'38" East 54.99 feet; thence South 77°59'49" East 21.78 feet; thence South 83°09'01" East 30.01 feet; thence South 88°37'00" East 38.25 feet; thence North 87°22'28" East 44.84 feet; thence North 79°11'51" East 44.76 feet; thence North 77°23'35" East 28.92 feet; thence South 88°50'14" East 12.96 feet; thence South 48°15'40" East 35.39 feet; thence South 55°37'52" East 67.95 feet; thence South 86°31'53" East 71.25 feet; thence South 84°40'20" East 44.07 feet; thence South 77°35'18" East 28.63 feet; thence South 67°03'50" East 27.30 feet; thence South 59°39'55" East 15.80 feet; thence South 47°52'30" East 20.42 feet; thence South 30°13'36" East 15.09 feet; thence South 21°11'39" East 48.02 feet; thence South 33°03'26" East 71.28 feet; thence South 61°05'51" East 71.59 feet; thence South 78°50'40" East 49.83 feet; thence South 80°30'52" East 63.33 feet; thence South 68°55'05" East 33.84 feet; thence South 65°05'39" East 190.33 feet; thence South 43°09'42" East 84.15 feet; thence South 45°48'25" East 58.85 feet; thence South 79°42'54" West 13.92 feet; thence South 67°26'57" West 56.42 feet; thence North 80°54'28" West 153.36 feet; thence North 86°46'10" West 42.15 feet; thence South 83°48'07" West 29.88 feet; thence South 70°50'53" West 37.44 feet; thence South 53°00'45" West 56.31 feet more or less to the POINT OF BEGINNING.

Containing 210 Acres more or less

END OF DESCRIPTION

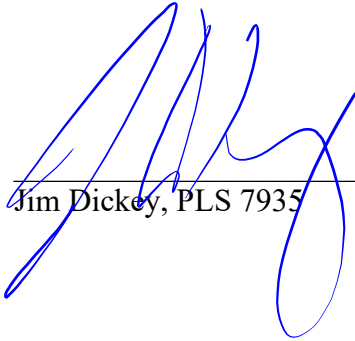
EXHIBIT 'A'  
Former Willow Creek – Northern Tract Easement Area

Being a portion of APN 097-290-005 & -006

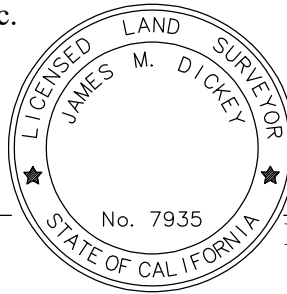
Basis of Bearing:

Being that Record of Survey filed in Book 700 of Maps at Pages 1 through 22, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.



Jim Dickey, PLS 7935



3/17/2025

Date

EXHIBIT 'D'  
Monte Rio Redwoods Expansion – Camping Envelope

Lying within the Bodega Rancho, Township 7 North, Range 11 West, Mount Diablo Meridian, County of Sonoma, State of California, and being a portion of the Lands of Mendocino Redwood Company, LLC, as described in that Deed recorded August 24, 2005, under Document Number 2005-124950, Official Records of Sonoma County, said portion is more particularly described as follows:

COMMENCING at the southwest corner of the lands of County of Sonoma, monumented by a 1-1/2" iron pipe tagged "B-184 LS2297", as shown on the Record of Survey filed in Book 833 of Maps at Pages 46 through 51, Official Records of Sonoma County, from which a 2" iron pipe tagged LS2297 marking the southern corner between Sections 18 and 17, of said Township and Range, as shown on said Record of Survey, bears South 88°30'28" East 5023.81 feet; thence South 0°29'23" West 6018.98 feet to the POINT OF BEGINNING; thence South 23°09'50" East 99.68 feet; thence South 59°06'40" East 111.32 feet; thence North 85°34'59" East 74.54 feet; thence South 68°19'18" East 66.43 feet; thence South 14°12'10" East 70.42 feet; thence South 44°55'49" East 140.77 feet; thence South 75°29'56" East 182.40 feet; thence North 75°03'49" East 134.87 feet; thence North 52°39'03" East 79.04 feet; thence North 11°55'28" East 42.14; thence North 65°21'05" West 44.24 feet; thence South 89°53'17" West 108.29 feet; thence North 68°12'44" West 261.40 feet; thence North 51°38'02" West 282.05 feet; thence South 87°53'22" West 129.08 feet; thence South 40°56'03" West 37.49 feet to the POINT OF BEGINNING.

Containing 2.51 Acres more or less

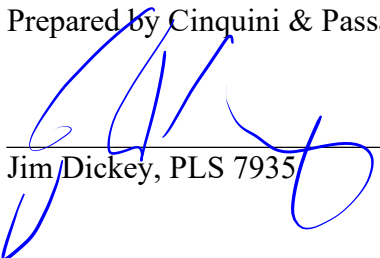
END OF DESCRIPTION

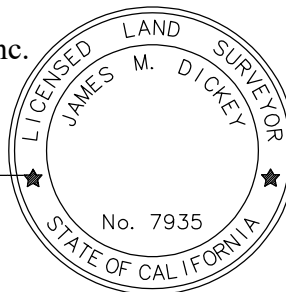
Being a portion of APN 097-290-006

Basis of Bearing:

Being North 88°30'28" West between a 1-1/2" iron pipe tagged "B-184 LS2297" and a 2" iron pipe tagged LS2297 marking the southern corner between Sections 18 and 17, of said Township and Range, as shown on the Record of Survey filed in Book 833 of Maps at Pages 46 through 51, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.

  
Jim Dickey, PLS 7935



3/17/2025

Date