

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Supervisors
County of Sonoma
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

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

**AMENDMENT TO SETTLEMENT AGREEMENT
AFFECTING REAL PROPERTY OWNED BY THE MARIA HANSEN TRUST**

This Amendment to Settlement Agreement ("Amendment"), dated as of July ____, 2024 ("Effective Date"), is made by, between, and among the County of Sonoma ("County"); Maria Hansen Trust ("Owner"); Sonoma County Agricultural Preservation and Open Space District ("District"); the Bay Area Ridge Trail Council (BARTC); LandPaths; and Casey Frank, the Trustee of the Maria Hansen Trust ("Trustee"). For purposes of this Amendment, BARTC, County, LandPaths, Owner, McCrea, District, and Trustee shall be collectively referred to as "Parties," and singularly as "Party." This Amendment is made in consideration of and with respect to each of the following recitals:

RECITALS

A. The Owner (Maria Hansen Trust) represents that it is the sole and exclusive owner of the real property consisting of 222.74 acres more or less that is located on Vigilante Road in the unincorporated area of Sonoma County, also formally known as Sonoma County Assessor's Parcel Number 054-100-012, as more particularly described in Exhibit A-1, attached hereto (hereinafter "Entire Property");

B. The Parties entered into a Settlement Agreement on December 27, 2005, ("the Settlement Agreement") settling certain civil litigation filed in the Sonoma County Superior Court as Case No's. 232097 and 235404.

C. The Settlement Agreement provided, among other things, that Trustee, on behalf of the Owner, was allowed to apply for a subdivision of the Entire Property under specified conditions, including that Owner complete its application no later than April 28, 2006. In compliance with the Settlement Agreement, the Owner timely filed a complete subdivision application on April 24, 2006.

D. The Settlement Agreement obligated the District and the Owner to amend a conservation easement recorded with the Sonoma County Recorder on July 23, 1997 as Instrument

Number 1997 00623215 1 (“the Original Conservation Easement”) in order to, among other things, exclude a certain portion of the Entire Property from the Original Conservation Easement, resulting in an “Unencumbered Property” that was to be subdivided from the remainder. This obligation was satisfied in compliance with the Settlement Agreement via recordation of that certain First Amendment to the Conservation Easement, executed on April 30, 2010 (Sonoma County Records No. 2010036112) (“First Amendment to the Conservation Easement”). The First Amendment to the Conservation Easement complied with the Settlement Agreement by redefining the Original Conservation Easement boundary to exclude approximately 11.51 acres of the Entire Property (intended to become Parcel A), and defining permitted and restricted uses of the 211.23-acre encumbered property (intended to become Parcel B) as informed by the Tentative Subdivision Map, which was approved by the Board of Supervisors on September 15, 2009. In compliance with the Settlement Agreement, a restriction was recorded prohibiting the subdividing of the Unencumbered Property (Parcel A), which covenant remains fully enforceable by the District.

E. Although the Tentative Subdivision Map was approved by the Board of Supervisors on September 15, 2009, because of general economic conditions and the cost of certain conditions of approval, the Owner was unable to complete the conditions and the Tentative Subdivision Map expired. As a result, the land contemplated by the Settlement Agreement and the Tentative Subdivision Map to become Parcels A and B has not been subdivided, and a new application must be filed if subdivision is sought by Owner, or its successors in interest.

F. Trustee has requested confirmation from the County and the District that the Trustee, or its successors in interest, may reapply for a subdivision of the Entire Property, provided that the application and the approved subdivision is in full compliance with the Settlement Agreement, the Conservation Easement, and the First Amendment to the Conservation Easement.

G. The Owner and District agree that the expiration of the original subdivision application creates challenges in interpreting the Conservation Easement, as amended. More specifically, various definitions, terms, and conditions associated with the now-expired subdivision application are incorporated into the First Amendment to the Conservation Easement, which creates uncertainty regarding the effect of the Conservation Easement insofar as it relies on expired conditions of approval. The expired subdivision application is also not a matter of record, which creates the potential that subsequent purchasers of the Entire Property do not have adequate notice of the legal effect of the Conservation Easement. The First Amendment to the Conservation Easement Amendment also incorporates the Settlement Agreement, which has a number of terms and conditions that have either been satisfied or rendered moot, or do not affect the property encumbered by the Conservation Easement, rendering the Conservation Easement difficult for all parties to administer. For these reasons, the District and Owner have negotiated a proposed Second Amendment to the Conservation Easement to correct these ambiguities for the benefit of the District, the Owner, and their respective successors in interest.

H. The Settlement Agreement also required Owner to convey to the District a 22.02-acre portion of the land then-owned by Owner to create what is now referred to as the Trail

Property (or Parcel C). As a condition of that conveyance, the public trail on the Trail Property was to be named the "The Marcia Barrows McCrea Trail." In compliance with the Settlement Agreement, the Trail Property (Parcel C) was created as a separate parcel and conveyed by the Owner to the District, and the trail thereon is named "The Marcia Barrows McCrea Trail."

I. In compliance with the Settlement Agreement, the California Department of Parks and Recreation approved of the boundary line between the Trail Property and the Property as is depicted in Exhibit 1 to the Settlement Agreement.

AGREEMENT

WHEREFORE, the Parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct.
2. Incorporation of Exhibits. All Exhibits hereto are incorporated as if fully set forth herein by this reference.
3. Subdivision Application. Owner, or its successors in interest, may apply for a subdivision of the Entire Property if, and only if, the application and any approved subdivision, is in full compliance with the terms of the Settlement Agreement, as amended hereby, and the Conservation Easement, as it was amended in 2010 and as further amended by the Second Amendment to Conservation Easement, which will be executed and recorded contemporaneously with this Amendment. Consistent with the original Settlement Agreement, a complete subdivision application will be considered by the County on its merits in accordance with Sonoma County ordinances and State law. No guarantees or prejudgment are to be implied from the Settlement Agreement, as amended hereby.
4. Second Amendment to Conservation Easement. As a condition of the effectiveness of this Amendment, Owner and District shall record a second amendment to the Conservation Easement that does not rely on the content of this Settlement Agreement or the expired subdivision application for its meaning. The intention of this second amendment to the Conservation Easement is to give effect to the intention of the Parties to the Settlement Agreement while also supporting the enforceability of the Conservation Easement over time by expressing all of the permitted and prohibited uses within the "four corners" of the Conservation Easement.
5. Affirmation and Interpretation of Settlement Agreement. The Settlement Agreement, as amended hereby, remains in full force and effect, runs with the Entire Property, and is binding on the Trustee and its successors-in-interest, e.g., purchasers. In this regard, the Parties expressly agree that the requirement set forth in Paragraph 7 of the original Settlement

Agreement (that the Owner shall submit a complete application to subdivide the property by April 28, 2006) shall not serve to moot the application of the Settlement Agreement to any future subdivision application, nor shall it bar the Owner, or its successors in interest, from submitting a subdivision application at a later date, provided that such application complies with the Settlement Agreement, as amended hereby. Owner specifically acknowledges and agrees, on behalf of itself and all successors in interest, that references to applicable laws, regulations, and policies in the Settlement Agreement shall refer to those currently in effect at the time of any future subdivision application, rather than those in effect upon the execution of the Settlement Agreement in 2005.

6. Effect of Partial Performance: Certain terms and conditions of the Settlement Agreement have been partially performed by the Parties, including, but not limited to, conveyance of the Trail Property, execution and recording of the First Amendment to the Conservation Easement, timely submittal of the subdivision application, and proper review thereof by the County. In approving this Amendment to the Settlement Agreement, it is acknowledged by all Parties that the Settlement Agreement terms and conditions remain in full force and effect, except as specifically amended herein.

7. Subdivision Application Consideration. Any complete application submitted for the County's consideration shall propose to divide the Entire Property into "Parcel A: The Unencumbered Property" and "Parcel B: The Property" as identified in the Settlement Agreement. County shall consider the complete subdivision application on its merits in accordance with then-current Sonoma County ordinances and State law. Nothing in this Agreement shall be construed to constitute a guarantee of approval or prejudgment of the subdivision application, and County retains its full and sole discretion to deny, approve, or conditionally approve the subdivision application in accordance with law.

8. Board of Supervisors Original Jurisdiction. If original jurisdiction is requested by an individual County Supervisor, the Board of Supervisors will consider it in accordance with the Sonoma County Code, Board Procedural Rules, and any other requirement in effect at the time of the request. This provision does not obligate any member of the Board of Supervisors to request original jurisdiction, nor does it obligate the Board of Supervisors to approve a request for original jurisdiction, if one is brought by an individual supervisor.

9. Settlement Agreement to Bind Successors. The Settlement Agreement is a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Entire Property and shall bind Owner, Owner's heirs, personal representatives, lessees, executors, successors, including purchasers at tax sales, assigns, and all persons claiming under them forever. The Parties intend that the Settlement Agreement, as amended hereby, 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.

IN WITNESS WHEREOF, the Parties executed this Amendment as of the Effective Date of this Agreement.

MARIA HANSEN TRUST

By: _____

COUNTY OF SONOMA

By: _____
David Rabbitt, Chair of the Board

SONOMA COUNTY AGRICULTURAL PRESERVATION AND
OPEN SPACE DISTRICT

By: _____
David Rabbitt, President of the Board

CASEY FRANK, TRUSTEE OF THE MARIA HANSEN TRUST

By: _____
Casey Frank, Trustee of the Maria Hansen Trust

BAY AREA RIDGE TRAIL COUNCIL

By: _____

LANDPATHS

By: _____

Exhibit "A-1"
Entire Property

Lying within the State of California, County of Sonoma and being a portion of the Lands of William D. Taylor Trustee of the Maria Hansen Trust, as described in Document No. 2001-074586, Official Records of the County of Sonoma, said portion more particularly described as follows:

COMMENCING at the most southerly corner of said lands, also being a point on the boundary line established in a boundary line agreement recorded in Document No. 1997-0063212 Official Records of the County of Sonoma, and conveyed by individual quitclaim deed recorded in Document No. 1997-0063213 Official Records of the County of Sonoma, said point being monumented by a 3/4" iron pipe tagged LS4760; thence along the southerly boundary line of said lands N66°12'45"E 298.54 feet to a 1/2" rebar tagged LS7362 being the POINT OF BEGINNING of the lands described herein; thence continuing along the southerly boundary line of said lands N66°12'45"E 4374.88 feet to an angle point marked by 1/2" iron pipe tagged LS7362; thence along the easterly boundary line of said lands N01°22'32"E 535.10 feet to a 1/2" iron pipe tagged LS7362; thence N70°59'31"W 106.29 feet to a 1/2" iron pipe tagged LS7362; thence N02°03'50"E 111.53 feet to a 1/2" iron pipe tagged LS7362; thence N43°21'15"W 347.33 feet to an angle point in the northerly boundary of said land, marked by 1/2" iron pipe tagged LS7362; thence along the northerly boundaries of said lands the following bearings and distances:

- 1) S76°14'06"W 145.80 feet to a 1/2" iron pipe, no tag;
- 2) N05°32'13"W 91.92 feet to a 1/2" iron pipe, no tag;
- 3) N63°25'52"W 143.38 feet;
- 4) N80°20'52"W 206.70 feet;
- 5) S89°39'08"W 168.58 feet to a 3/4" iron pipe, no tag;
- 6) S70°56'08"W 184.90 feet to a 3/4" iron pipe, no tag;
- 7) S53°25'08"W 133.83 feet;
- 8) N88°09'52"W 248.70 feet;
- 9) N53°58'52"W 63.24 feet to a 1/2" iron pipe tagged LS7362;
- 10) N53°58'52"W 20.01 feet;
- 11) N37°38'08"W 149.46 feet;
- 12) N56°29'05"W 20.05 feet to a 1/2" iron pipe tagged LS7362;
- 13) N56°29'05"W 675.86 feet to a 1/2" iron pipe tagged LS7362;
- 14) S66°49'04"W 3446.88 feet to a 1/2" rebar tagged LS7362;

Thence leaving said northerly boundaries S14°07'25"W 257.21 feet to a 1/2" rebar tagged LS7362; thence N85°15'53"E 166.68 feet to a 1/2" rebar tagged LS7362; thence S16°16'16"E 187.93 feet to a 1/2" rebar tagged LS7362; thence N77°43'15"E 104.56 feet to a 1/2" rebar tagged LS7362; thence N76°10'43"E 142.64 feet to a 1/2" rebar tagged LS7362; thence S55°37'05"E 119.96 feet to a 1/2" rebar tagged LS7362; thence S18°50'15"E 97.83 feet to a 1/2" rebar tagged LS7362; thence S14°10'52"W 60.98 feet to a 1/2" rebar tagged LS7362; thence S39°42'37"E 113.78 feet to a 1/2" rebar tagged

LS7362; thence S23°20'50"E 225.53 feet to a 1/2" rebar tagged LS7362; thence S41°18'41"E 57.05 feet to a 1/2" rebar tagged LS7362; thence S75°36'09"E 146.73 feet to a 1/2" rebar tagged LS7362; thence S44°32'29"E 41.76 feet to a 1/2" rebar tagged LS7362; thence S03°48'06"E 85.73 feet to a 1/2" rebar tagged LS7362; thence S22°15'41"E 314.78 feet to a 1/2" rebar tagged LS7362; thence S36°46'34"W 77.07 feet to a 1/2" rebar tagged LS7362; thence S05°22'34"W 55.90 feet to a 1/2" rebar tagged LS7362; thence S02°48'33"E 92.62 feet to a 1/2" rebar tagged LS7362; thence S19°51'03"E 87.39 feet to a 1/2" rebar tagged LS 7362; thence S30°38'14"E 85.60 feet to a 1/2" rebar tagged LS7362; thence S37°57'45"E 82.66 feet to a 1/2" rebar tagged LS7362; thence S48°16'07"E 119.58 feet to a 1/2" rebar tagged LS7362; thence S48°22'39"E 67.71 feet to the POINT OF BEGINNING.

Together with the following described portion:

COMMENCING at the most southerly corner of said lands, also being a point on the boundary line established in a boundary line agreement recorded in Document No. 1997-063212 Official Records of the County of Sonoma and conveyed by individual quitclaim deed recorded in Document No. 1997-0063213 Official Records of the County of Sonoma, said point being monumented by a 3/4" iron pipe tagged LS4760; thence along the southerly boundary line of said lands N66°12'45"E 4673.42 feet to an angle point marked by 1/2" iron pipe tagged LS7362; thence along the easterly boundary line of said lands N01°22'32"E 535.10 feet to a 1/2" iron pipe tagged LS7362, being the POINT OF BEGINNING of the lands described herein; thence N70°59'31"W 106.29 feet to a 1/2" iron pipe tagged LS7362; thence N02°03'50"E 111.53 feet to a 1/2" iron pipe tagged LS 7362; thence N43°21'15"W 347.33 feet to an angle point in the northerly boundary of said lands marked by 1/2" iron pipe tagged LS7362; thence along the northerly boundaries of said lands the following bearings and distances:

- 1) N44°23'00"E 169.80 feet;
- 2) N59°16'00"E 135.70 feet;
- 3) N43°33'00"E 192.90 feet;
- 4) N60°11'00"E 207.90 feet;
- 5) N73°10'00"E 100.30 feet;
- 6) N79°34'00"E 142.60 feet to a point in the centerline of Vigilante Road which bears N73°25'32"W 32.90 feet from a 1/2" iron pipe tagged LS5092

Thence along the easterly boundaries of said lands being centerline of Vigilante Road for the following bearings and distances:

- 1) S36°02'59"E 79.54 feet;
- 2) S48°44'48"E 149.95 feet to a point which bears S49°36'36"W 20.21 feet from a 1/2" iron pipe tagged LS5092;
- 3) S32°02'00"E 238.61 feet to a point which bears S67°54'35"W 20.27 feet from a 1/2" iron pipe tagged LS5092;
- 4) S12°04'51"E 198.76 feet;

Thence along the southerly boundaries of said lands for the following bearings and distances:

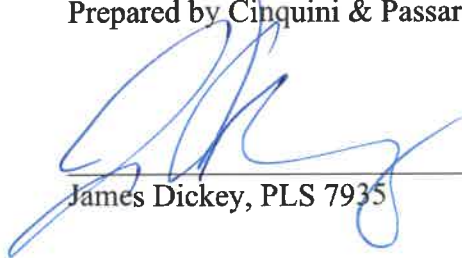
- 1) S86°19'53"W 10.10 feet to a 14" pepperwood tree;
- 2) S86°19'53"W 494.29 feet to a 1/2" iron pipe tagged LS2711;
- 3) S19°33'32"W 32.80 feet;
- 4) S60°54'22"W 94.45 feet to a 1/2" iron pipe tagged LS7362;
- 5) S55°01'22"W 217.98 feet to a 1/2" rebar tagged LS2711;

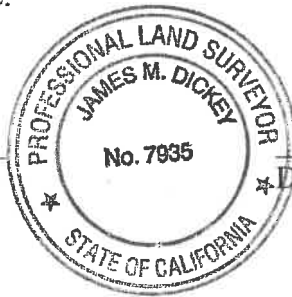
Thence along the easterly boundary of said lands S01°22'32"W 93.52 feet to the POINT OF BEGINNING.

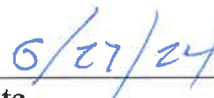
Containing 222.74 acres, more or less.

The Basis of Bearings for this description is based on the Record of Survey, filed at Book 725 of Maps at Page 39 through 41, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


James Dickey, PLS 7935




Date