

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

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
EARTH ISLAND INSTITUTE, INC.
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

EARTH ISLAND INSTITUTE, INC., a California non-profit public benefit corporation ("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 forty-seven and seventy-eight hundredths (47.78) acres located in Sonoma County, commonly known as "Scott Ranch" and comprising a portion of Sonoma County Assessor's Parcel Number 019-120-041. This conservation easement is recorded over an approximately twenty-two and five hundredths (22.05)-acre portion of Scott Ranch, which is 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. On (b) (5), DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. (b) (5), that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan, specifically the Plan's Land Use and Open Space Resource Conservation Elements because it will maintain important open space areas between and around the County's cities and communities in a largely open or natural character with low intensities of development; protect restore, and enhance the quality of surface and groundwater resources; preserve the visual identities of communities by maintaining open space areas between cities and communities; preserve roadside landscapes that have a high visual quality as they contribute to the living environment of local residences and to the County's tourism economy; preserve the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations; and protect and enhance the County's natural habitats and diverse plant and animal communities. By that same resolution, DISTRICT's Board of Directors determined that its funding of the Project is consistent with the voter-approved Expenditure Plan. By its Resolution 2023- 024 N.C. S., the City of Petaluma determined that GRANTOR's acquisition of the Property and conveyance of this conservation easement to the DISTRICT is consistent with the City of Petaluma's General Plan.

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

F. In an agreement of even date titled "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 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 22.05-acre Property is a former dairy cattle ranch with grasslands and a creek located on the western edge of the City of Petaluma at the corner of D Street Extension and Windsor Drive. 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, important habitat for terrestrial and aquatic wildlife associated with Kelly Creek (also known as Weise Creek) and the D Street Tributary; grassland habitat; and oak woodlands. A portion of the Property is within federally designated critical habitat for the California red-legged frog (*Rana daytonii*) and has suitable habitat for the species. 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 resource values on the Property include, but are not limited to, scenic views of the grasslands, riparian areas, and oak woodlands on the Property from two highly travelled regional roads. The D Street Extension is a County-designated scenic corridor connecting the communities of West Marin to Petaluma and transit corridors. Windsor Drive is a popular route connecting West Marin communities and Petaluma to northwest Marin County and the south Sonoma County coast.

2.3 Urban Open Space Resources. The Property provides important open space adjacent to high density residential neighborhoods in Petaluma. The Property also connects these urban areas to Helen Putnam Regional Park. It is within walking distance of at least four public schools as well as downtown Petaluma, providing access to open space within an urban setting.

2.4 Recreational and Educational Resources. The recreational and educational resources of the Property include, but are not limited to, adjacency to Helen Putnam Regional Park and the opportunity to create trail connections from major thoroughfares, including connections to the Bay Area Ridge Trail that may be developed through the Property. The Property's topography and location make it well-suited for trails and outdoor education.

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, urban open space 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.

4.3 **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 5.1.6 (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. DISTRICT and GRANTOR may agree to combine DISTRICT and GRANTOR signs in a single sign design installed pursuant to Section 5.4.10(a) (Signs), provided the combined sign(s) satisfy the above visibility and information criteria.

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 (i) establishes specific duties with respect to the preservation of the Property's Conservation Values; (ii) establishes allowed activities and uses; (iii) establishes restricted or prohibited activities and uses; and (iv) 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 general requirements, 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 due to foreseeable acts or omissions of third parties.

5.1.6 Revenue Generation. Any revenue generated from activities and uses shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, Scott Ranch, Helen Putnam Regional Park, and other DISTRICT-protected lands.

5.1.7 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.

5.1.8 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, 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*). Likewise, whenever GRANTOR'S development, activity, or use of the Property is authorized under this Easement via DISTRICT approval of a Plan, such development, activity, or use shall be carried out consistent with the Plan. As provided in Section 6.8.3 (*Approved Plans*), all uses and activities and all development necessary to implement the uses and activities identified in the DISTRICT-approved Management Plan are deemed consistent with this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT.

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** (*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 the text of 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. The Easement Designation Areas are as follows:

a) Natural Areas. There are two (2) "Natural Areas" designated on the Property, to ensure the protection of riparian vegetation, movement of wildlife, stabilization of stream banks, and prevention of sedimentation of watercourses. The parties expressly acknowledge that the locations and boundaries of the Natural Areas may change over time with the movement of streambanks due to flooding, erosion, accretion, reliction, avulsion, and other natural events. The Natural Areas are as follows:

- i. Natural Area 1. "Natural Area 1" consists of Kelly Creek (also known as Weise Creek), including its channel and banks and a buffer that extends for one hundred (100) feet from top of the highest banks on both sides of the Creek, excluding any area designated as a Building Envelope pursuant to Subsection (b) (*Building Envelopes*) below.

- ii. Natural Area 2. “Natural Area 2” consists of a tributary stream to Kelly Creek, commonly referred to as the D Street Tributary, including its channel and banks, and a buffer extending fifty (50) feet from the top of the highest stream banks on both sides of the stream, excluding any area designated as a Building Envelope pursuant to Subsection (b) (*Building Envelopes*) below.

b) Building Envelopes. There are three (3) Building Envelopes comprising a total of two and thirty-three hundredths (2.33) acres designated to concentrate higher-intensity development, uses, and activities on the Property. Subject to Section 5.1.9(c), GRANTOR may request DISTRICT approval of revised Building Envelope boundaries to encompass additional permitted structures and improvements.

c) Conditions for Approval of Building Envelopes. DISTRICT will approve a requested Building Envelope revision if it satisfies the following conditions:

- i. The revised Building Envelope does not encroach into the Natural Areas.

- d) The total cumulative area of all Building Envelopes is no larger than two and eighty-three hundredths (2.83) acres.

- i. The revised Building Envelope(s) encompass all planned and existing structures.

- ii. The revised Building Envelope(s) are sited to minimize impacts to the Conservation Values.

e) Marking Boundaries. As a condition of DISTRICT’s approval of any proposed Building Envelope revision, GRANTOR shall provide DISTRICT with GPS measurements or shape files from a licensed surveyor showing the boundaries of the revised Building Envelope(s). The description of the approved Building Envelope(s) shall be reflected in revisions to the Project Structure Map (Exhibit B) and the Legal Description of the Easement Designation Areas (Exhibit C) via an addendum to this Easement recorded in the Office of the Sonoma County Recorder. GRANTOR may also mark the boundaries of the revised Building Envelopes with visible markers such as fence posts.

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 a portion of one (1) legal parcel. GRANTOR shall maintain all of the parcels comprising 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 Easements. GRANTOR may not grant new temporary or permanent easements, nor modify or amend existing easements, on the Property without the prior written approval of 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.

5.2.4 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. With prior written approval from 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.

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.

5.2.5 Lot Line Adjustments. Lot line adjustments may be permitted solely with prior approval from DISTRICT if necessary to settle boundary disputes with adjacent property owners. GRANTOR shall take no action towards a lot line adjustment unless and until DISTRICT provides prior approval of the proposed Lot Line Adjustment.

5.3 **Land Uses.** GRANTOR may use the Property only as described in this Section 5.3. Exterior sound amplification is prohibited except as expressly permitted by this Section 5.3.

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. With prior written approval from 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, (1) any additional protections required by regulatory agencies in association with a mitigation project must be consistent with this Easement; and (2) the sale of mitigation credits are considered a commercial use and subject to the provisions of Section 5.3.6 (*Commercial*).

5.3.2 Recreational and Educational Use. GRANTOR may make the Property available to the public for low-intensity 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 must occur only in approved locations and may include, but are not limited to, hiking, biking, and equestrian use; picnicking; nature study; gardening; public or school educational activities including nature study and environmental or outdoor education; educational programs such as bookmobile, art, and other City and community programs; gardening workshops; habitat restoration training/workshops; afterschool and summer camp programs, and other such uses similar in nature and intensity.

5.3.3 Public Special Events. No public special event may result in any permanent alteration of the Property or have any detrimental impact on the Conservation Values that persists after the conclusion of the event. Where written notice to DISTRICT is required in this Section, GRANTOR may give notice to DISTRICT via electronic mail ("email"). Public special events are permitted as follows:

- a) Without prior written notice to or approval from DISTRICT, public special events not exceeding fifty (50) participants may occur anywhere on the Property, provided they do not require sound amplification, or take place after dark and require safety lighting.
- b) With prior written notice to DISTRICT, GRANTOR may use the Building Envelopes, for public special events of any size, including but not limited to educational and recreational events, art shows, farmers markets, music and music programs, dances, and cultural activities, including those that require sound amplification and/or safety lighting.

c) With prior written notice to DISTRICT, GRANTOR may use the Property for public trail-based events, similar in nature and intensity to trail runs, walks, and bike races, including races that restrict public access, use sound amplification, and/or require safety lighting. Such public trail events may occur no more than six (6) times per year.

d) With prior approval from DISTRICT, GRANTOR may use any suitable area of the Property for staging and parking to support public events, subject to the limitations in this Section. Such use is only permitted in the dry season and only in locations that minimize impacts to the Conservation Values. The request for approval to the DISTRICT must include when such event(s) will be held, descriptions of any temporary structures and improvements, and management activities for erosion control, soil health protection, weed abatement, and minimization of scenic impacts.

5.3.4 Private Special Events. No private special event may result in any permanent alteration of the Property or have any detrimental impact on the Conservation Values that persists after the conclusion of the event. With prior approval from DISTRICT, GRANTOR may use the Building Envelope(s) for up to six (6) private special events per year, including weddings, reunions, and private parties, provided that the remainder of the Property remains accessible for public use. All private special events shall be limited to one hundred fifty (150) attendees each. GRANTOR shall document date, event size, type, and location of each such event. Such documentation shall be made available to DISTRICT upon request.

5.3.5 Residential Use. GRANTOR, and its tenants, may reside in permitted structures on the Property in connection with the operation and maintenance of the Property.

5.3.6 Commercial. GRANTOR may use the Property for the following commercial uses and activities:

a) Recreation and Education. 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. 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) and Section 5.3.4 (Private Special Events) may be conducted for fundraising purposes.

b) *Leases and Rentals*. Leases or rentals for permitted recreational, educational, residential, and vegetation management uses.

c) *Ancillary*. With prior written approval from DISTRICT, GRANTOR may engage in other minor commercial uses found to be consistent with the Conservation Purpose 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 and improvements allowed by Sections 5.4.1 (Maintenance, Repair, or Replacement of Structures and Improvements) through 5.4.6 (Public Parking and Access Roads), shall be located within a Building Envelope, unless stated otherwise herein. 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 as of the Effective Date or constructed subsequently pursuant to the provisions of this Easement, as follows:

a) If the maintenance, repair, or replacement of a structure or improvement 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 from DISTRICT is required.

b) Any maintenance, repair, or replacement of a structure or improvement 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 (Residences) through 5.4.9 (Signs).

5.4.2 Residences. With prior written notice to DISTRICT, GRANTOR may place or construct within a designated Building Envelope one (1) residence, provided that it may not be greater than two thousand (2000) square feet in size, exclusive of garage.

5.4.3 Structures Accessory to Residential Use. With prior written notice to DISTRICT, GRANTOR may place or construct accessory structures and improvements reasonably related to permitted residential use of the Property including, without limitation, garage, shed, chicken coop, and raised bed garden. All structures and improvements accessory to residential use must be placed or constructed within the same Building Envelope as the associated residence. The total cumulative square footage of the structures accessory to residential use shall not exceed three thousand (3,000) square feet. No single accessory structure shall exceed one thousand (1,000) square feet.

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) Outside of Natural Areas, without any notice to or approval from DISTRICT, and inside of Natural Areas with prior written approval from DISTRICT, benches, drinking fountains, refuse and recycling containers, and other similar minor improvements.
- b) Anywhere on the Property, paved or permeable trails and pathways (including crossings) and an outdoor classroom (a small clearing with log, rock, or rock wall seats) with prior written approval from DISTRICT.
- c) Restrooms, lighting, public art installations (such as statues), play structures, gardens, and other similar improvements, with prior written notice to DISTRICT.
- d) New barns are permitted only with prior approval from DISTRICT. Barns may be no taller than forty (40) feet in height.

5.4.5 Structures and Improvements Accessory to Natural Resource Protection.

GRANTOR may place or construct accessory structures and improvements reasonably necessary for natural resource protection, restoration, and enhancement including sheds and greenhouses, in accordance with this Section. Within the Building Envelopes, prior written notice to DISTRICT is required. Outside of the Building Envelopes, such structures and improvements are permitted only if temporary and only with prior written approval from DISTRICT.

5.4.6 Public Parking and Access Roads. With prior written approval from DISTRICT, GRANTOR may construct new roads (including crossings) and public parking area(s) and reconstruct or expand permitted roads and parking area(s) provided that such roads and parking area(s) are (i) directly required for uses and activities allowed herein; (ii) the minimum necessary for such uses and activities; 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 this Easement may not be paved with asphalt, concrete, or other impervious surface unless (i) such paving is required by any federal, state, or local law, code, ordinance, or regulation; (ii) the surface is for a bridge or bridges; or (iii) GRANTOR receives prior approval from DISTRICT after demonstrating that the proposed paving or other impervious surface will better minimize erosion and sedimentation and better ensure proper drainage than a pervious road developed to the same standard. 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.

5.4.7 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*). All fencing and gates must (i) preserve the scenic values of the Property; (ii) be the minimum necessary in design and extent; (iii) comply with the DISTRICT's then current guidelines for fences on conservation lands so as to not impede wildlife movement except within Building Envelope(s) and as necessary for uses permitted by Section 5.5.5 (*Natural Resource Preservation, Restoration, and Enhancement*) and 5.5.4 (*Vegetation and Fuel Management*). Notwithstanding the provisions of Section 5.4.1 (*Maintenance, Repair, or Replacement of Structures and Improvements*), whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this Section 5.4.7. Notwithstanding the foregoing, no notice to or approval by DISTRICT is required for placement of temporary fencing allowed by this Section. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.7, GRANTOR shall remove such fencing or gate from the Property.

5.4.8 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 (including wells) and delivery systems, within the Building Envelope(s) 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 (including wells) and conveyances anywhere on the Property provided that such utilities are directly required for permitted uses on the Property, are reasonably scaled to serve only those uses, and are designed, constructed, and maintained in a manner that minimizes impacts to the Conservation Values. With prior written approval from DISTRICT, GRANTOR may install or allow installation of retention basins, wells, and underground conduits for water, gas, sanitation, electricity and other utilities associated with and necessary for permitted uses and activities on the Property or for offsite development consistent with the Sonoma County and Petaluma General Plans, as updated and amended from time to time, or for water supply or sanitation purposes, so long as such installation is consistent with the Conservation Purpose of the Easement. The installation of any underground utilities shall be constructed and maintained in the least intrusive manner feasible and any damage done during said installation or maintenance shall be promptly repaired and the Property restored.

5.4.9 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 the minimum necessary for the public safety purpose and is designed, sited, constructed, and maintained so as to minimize impacts to the Conservation Values of the Property. 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 5.4.8 (Utilities and Energy Resources).

5.4.10 Signs. GRANTOR may construct or place signs as set forth in this Section 5.4.11. Signs shall be limited to those reasonably necessary for permitted recreation, education, and natural resource management uses, including entry, trailhead, boundary, directional, safety, and interpretive signs and those setting forth park rules. The size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and shall be sited and constructed in a manner that does not create a significant visual impact. At no time shall any sign exceed thirty-two (32) square feet or be artificially illuminated unless GRANTOR demonstrates to DISTRICT's satisfaction that a larger and/or artificially illuminated sign is more protective of the Property's Conservation Values.

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 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.

5.5.2 Water Resources. Draining, filling, dredging, diking, damming, or other alteration, development, or manipulation of watercourses, subsurface water, springs, ponds, and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development, and expansion of water storage and delivery systems allowed under Section 5.4.8 (Utilities and Energy Resources), (ii) reconstruction, expansion, and new construction of roads or trails allowed under Sections 5.4.6 (Public Parking and Access Roads) and 5.4.4 (Structures and Improvements for Recreational and Educational Uses), respectively; and (iii) the preservation, restoration,

and enhancement of natural resources allowed under Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement).

5.5.3 Mineral Exploration. Exploration for, or development and extraction of, minerals and hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

5.5.4 Vegetation and Fuel Management. GRANTOR may undertake vegetation and fuel management activities to reduce wildfire risk as provided in this Section. 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 within sensitive habitat areas during nesting season, GRANTOR shall ensure that nesting surveys are conducted in coordination with a qualified biologist; provided however that no nesting surveys are required for lower-intensity dispersed grazing. GRANTOR 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 5.4.9 (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) Farther than one hundred (100) feet from structures, or in relation to Public Safety Systems installed pursuant to Section 5.4.9 (Public Safety Systems), GRANTOR may undertake vegetation management pursuant to a Vegetation Management Plan (defined below) approved in advance by DISTRICT. A "Vegetation Management Plan" is a document designed to guide GRANTOR's conduct of vegetation management pursuant to this section and may describe either an individual vegetation management project or a more comprehensive plan covering multiple projects. Any Vegetation Management Plan must incorporate the best available science and must identify the following: (i) the purpose of proposed work, (ii) the location of the treatment area(s), (iii) a timeline for completion, (iv) the "before" condition of the treatment area(s), (v) management objectives, (vi) treatment methods including any new infrastructure, (vii) post-treatment maintenance, and (viii) best management practices, such as soil protection, appropriate tree spacing, special-status species protection, invasive species management, and snag retention. Any Vegetation Management Plan may include the following treatment methods:

(i) Limited brush removal and mowing, or other methods of similar nature and intensity;

(ii) Limited grazing undertaken in accordance with sound, generally accepted conservation practices;

(iii) Limited tree trimming and limited tree removal within a fuel break area or calming zone (as designated in the approved Vegetation Management Plan), and, if recommended by a fire protection agency having jurisdiction, vegetation removal within a fire break (as designated in the approved Vegetation Management Plan); and

(iv) Prescriptive or cultural burning consistent with the standards and requirements of the local fire protection agency having jurisdiction.

c) DISTRICT has approved GRANTOR's fuel management plan entitled Revised Fuel Management Plan and dated September 2021 and all activities described in that Plan are deemed consistent with this Easement, provided that GRANTOR also complies with the nesting bird survey requirements described above. This Revised Fuel Management Plan is approved as a "Vegetation Management Plan" as that term is used herein to describe activities permitted subject to an approved Vegetation Management Plan.

5.5.5 Natural Resource Preservation, Restoration, and Enhancement. 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.

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 5.5.4 (Vegetation and Fuel Management); and (iv) for natural resource management as set forth in Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement) of this Easement. Native trees removed pursuant to this Section 5.5.6 may be used for firewood and permitted cultural uses and activities. DISTRICT may require GRANTOR to provide to DISTRICT a record of the "after" condition of the affected areas, such as photographs and descriptions of the results of the treatment within 14 days of completion of any treatment.

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 5.5.4 (Vegetation and Fuel Management); (v) for natural resource preservation, restoration and enhancement, as set forth in Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement) and (vi) for permitted cultural uses and activities.

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; and (ii) as reasonably necessary for natural resource preservation, restoration, and enhancement activities in accordance with Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement) 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, 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(s).

5.5.10 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.

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

5.5.12 Dumping. Dumping, releasing, burning, or other disposal of wastes, refuse, debris, non-operative motorized vehicles, or hazardous substances is prohibited. GRANTOR shall remove garbage or materials dumped on the Property by third parties.

5.5.13 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(s), provided such storage shall be located so as to minimize visual impacts.

b) *Storage of Construction Materials*. GRANTOR may store outdoors construction and other work materials needed during construction and

maintenance 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 or maintenance. Construction or maintenance shall be deemed abandoned if work ceases for a period of 180 days.

c) Temporary Storage for Public Events. GRANTOR may temporarily store materials and supplies required for permitted public events anywhere on the Property with prior approval from DISTRICT, provided that such items are not stored outside of Building Envelopes for more than two (2) weeks.

5.6 Public Access Limitations. GRANTOR and DISTRICT understand and agree that the Property will be used as a public park in perpetuity. GRANTOR, however, may exclude the public from the Property consistent with the Recreation Conservation Covenant recorded concurrently with this Easement and also on a temporary basis to the extent necessary for public health or safety or for preservation of the Conservation Values of the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties to the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

5.7 Easements. GRANTOR may continue the use of existing easements of record granted prior to this Easement. 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. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

PART 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.

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 or a mediation pursuant to Section 12 (Mediation) to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action or mediation 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 waives any legal argument that DISTRICT is in any way estopped or has waived any provision of this Easement based on any oral approval or understanding of an oral approval provided by DISTRICT, its officers, employees, or agents.

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 Management Plans. Any management plan, along with updates and amendments (collectively for purposes of this section, "Plan"), 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 this 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 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 and associated development and uses are conducted in a manner that is consistent with the Conservation Values of the Property and consistent with this Easement. The Plan must identify, at a minimum: objectives of the Plan, the "before" condition of the relevant area, timelines, anticipated uses, locations for treatment or development, best management practices to protect the Conservation Values, methods of minimizing or avoiding impacts to Conservation Values, expected outcomes, and post-treatment or development maintenance.

6.8.3 Approved Plans. Once a 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.

a) *Management Plan.* Prior to the Effective Date, GRANTOR prepared and DISTRICT approved the Helen Putnam Park Extension Habitat Restoration & Park Improvement Plan which describes the anticipated uses, activities, and development on the Property (the "Management Plan"). All uses and activities and all development necessary to implement those uses and activities identified in the Management Plan are deemed consistent with this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT.

6.8.4 Updates to Plans. DISTRICT may require GRANTOR to revise or update a 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. Except as specifically set forth in Section 8.2 (*DISTRICT's Indemnity*), 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 8.1 (*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. Indemnification.

8.1 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 negligence, 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*). In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall not be unreasonably withheld.

8.2 District's Indemnity. DISTRICT shall hold harmless, indemnify, and defend GRANTOR, its heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR. In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 8.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall not be unreasonably withheld. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence or intentional misconduct of GRANTOR.

9. Baseline Documentation for Enforcement. 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 materially impairs or interferes with the Conservation Values 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 materially impaired or

interfered with 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. Mediation.

- 12.1 **Mediation of Disputes.** The parties agree to use good faith efforts to attempt to resolve any dispute arising out of or related to this Easement through mediation. Any decision of the mediator shall be non-binding, and for purposes of this Easement, the parties shall mediate until the mediator determines that there is an impasse in order to fulfill their obligations under this Section.
- 12.2 **Qualifications of Mediator.** The mediator shall be experienced in mediating real property matters and easement disputes, shall be knowledgeable with respect to natural resource management, and shall be mutually agreed upon by both parties.
- 12.3 **Venue.** Hearings shall be held in Santa Rosa, California or another venue determined by mutual agreement of the parties.
- 12.4 **Demand and Limitation on Claims.** Any demand for mediation must be made in writing to the other party. No demand for mediation may be made after the date on which the institution of civil legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.
- 12.5 **Costs and Fees of Mediator.** Costs and fees of the mediator shall be borne equally by the parties.

13. Extinguishment and Condemnation.

13.1 **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 13.3 (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.

13.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 13.3 (Property Interest and Fair Market Value). GRANTOR shall not agree to an in-lieu purchase without prior written approval from DISTRICT.

13.3 Property Interest and Fair Market Value. This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13.3, 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 one hundred percent (100%) of the value of improvements and DISTRICT one hundred percent (100%) of the value of the land, or as otherwise agreed upon by them in writing at the time of condemnation.

PART FIVE: MISCELLANEOUS

14. Notices.

14.1 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 of Operations
 Earth Island Institute Inc.
 2150 Allston Way #460
 Berkeley, CA 94704
 skamprath@earthisland.org

With a copy to: Tamara Galanter, Counsel to Earth Island Institute Inc.
 Shute, Mihaly & Weinberger LLP
 396 Hayes Street
 San Francisco, CA 94102

galanter@smwlaw.com

To DISTRICT: General Manager
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401
Misti.arias@sonoma-county.org

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 14.1. Electronic mail ("email") may be used to provide notice under this Easement only as specifically provided.

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

14.2.1 When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 14.1 (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.

14.2.2 Where email is an approved form of notice in this Easement (i.e. Sections 4.2.1, 4.2.2, and 5.3.3), email notices must be sent with delivery confirmation and such notice shall be deemed effective upon sender's receipt of delivery confirmation.

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

14.3 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. Any email notice that is undeliverable shall not be considered effective.

15. 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.

16. General Provisions.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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 16.5 (Easement to Bind Successors) of this Easement, and the failure of GRANTOR to perform any act required by this Section 16.6 shall not impair the validity of this Easement or limit its enforceability in any way.

16.7 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.

16.8 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 14 (Notices).

16.9 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.

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

16.11 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.

16.12 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.

16.13 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.

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

16.15 **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.

16.16 **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.

16.17 **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.

16.18 **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").

(Signatures on next page)

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this _____ day
of _____, 20__.

GRANTOR:

By: _____ **DO NOT SIGN** _____

Sumona Majumdar, Chief Executive Officer, Earth Island Institute, Inc.

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE

DISTRICT

By: _____ **DO NOT SIGN** _____

President of the Board of Directors

ATTEST:

By: _____ **DO NOT SIGN** _____

Noelle Francis, Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description of Property

Exhibit B: Project Structure Map

Exhibit C: Description of Easement Designation Areas

Certificate of Acceptance

Exhibit A
Legal Description of Property

REAL PROPERTY, SITUATED IN THE INCORPORATED TERRITORY OF THE CITY OF PETALUMA, COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL B, AS SAID PARCEL B IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 423 SCOTT RANCH", RECORDED JULY 29, 2024, IN BOOK 850 OF MAPS, AT PAGES 44-47, IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY;

EXCEPTING THEREFROM THE "PARK EXTENSION CRLF CONSERVATION EASEMENT", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SAID PARCEL B;

COMMENCING AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°56'40" EAST 637.00 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID WESTERN LINE, NORTH 00°56'40" EAST 85.00 FEET;

THENCE, LEAVING SAID WESTERN LINE, EAST 24.00 FEET;

THENCE, NORTH 53°00'00" EAST 50.00 FEET;

THENCE, NORTH 84°00'00" EAST 48.00 FEET;

THENCE, SOUTH 72°00'00" EAST 62.00 FEET;

THENCE, NORTH 46°00'00" EAST 68.00 FEET;

THENCE, SOUTH 84°00'00" EAST 82.00 FEET;

THENCE, EAST 52.00 FEET;

THENCE, NORTH 49°00'00" EAST 85.00 FEET;

THENCE, NORTH 41°00'00" EAST 79.00 FEET;

THENCE, NORTH 63°00'00" EAST 138.00 FEET;

THENCE, SOUTH 65°00'00" EAST 34.00 FEET;

THENCE, NORTH 59°00'00" EAST 47.00 FEET;

THENCE, NORTH 25°41'16" EAST 85.00 FEET;

THENCE, EAST 90.00 FEET;

THENCE, NORTH 64°00'00" EAST 24.00 FEET;

THENCE, SOUTH 83°00'00" EAST 63.00 FEET;

THENCE, SOUTH 74°00'00" EAST 92.00 FEET;

THENCE, SOUTH 85°00'00" EAST 104.00 FEET;

THENCE, SOUTH 64°00'00" EAST 120.00 FEET;
THENCE, SOUTH 43°00'00" EAST 75.00 FEET;
THENCE, SOUTH 79°00'00" EAST 78.00 FEET;
THENCE, SOUTH 56°00'00" EAST 30.00 FEET
THENCE, EAST 18.00 FEET;
THENCE, NORTH 72°00'00" EAST 42.00 FEET;
THENCE, EAST 65.00 FEET;
THENCE, NORTH 80°00'00" EAST 26.02 FEET;
THENCE, SOUTH 73°00'00" EAST 72.35 FEET;
THENCE, NORTH 68°00'00" EAST 95.00 FEET;
THENCE, SOUTH 05°00'00" WEST 123.00 FEET;
THENCE, SOUTH 43.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;
THENCE, WEST 429.99 FEET;
THENCE, NORTH 51°30'00" WEST 227.35 FEET; THENCE, WEST 320.00 FEET;
THENCE, SOUTH 53°00'00" WEST 290.00 FEET;
THENCE, SOUTH 79°00'00" WEST 350.00 FEET;
THENCE, WEST 120.00 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING FROM SAID "PARK EXTENSION CRLF CONSERVATION EASEMENT" THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT HEREIN DEFINED POINT A;
THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH 77°27'48" WEST 173.38 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;
THENCE, FROM SAID POINT OF BEGINNING, NORTH 83°15'17" WEST 42.03 FEET;
THENCE, ALONG THE ARC OF A TANGENT 42.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 186°48'32", AN ARC DISTANCE OF 136.94 FEET;
THENCE, SOUTH 76°26'45" EAST 42.03 FEET;
THENCE, ALONG THE ARC OF A TANGENT 39.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 173°11'29", AN ARC DISTANCE OF 119.40 FEET TO THE **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM THE "RESIDENTIAL DEVELOPMENT CRLF CONSERVATION EASEMENT" MORE PARTICULARLY DESCRIBED AS FOLLOWS:

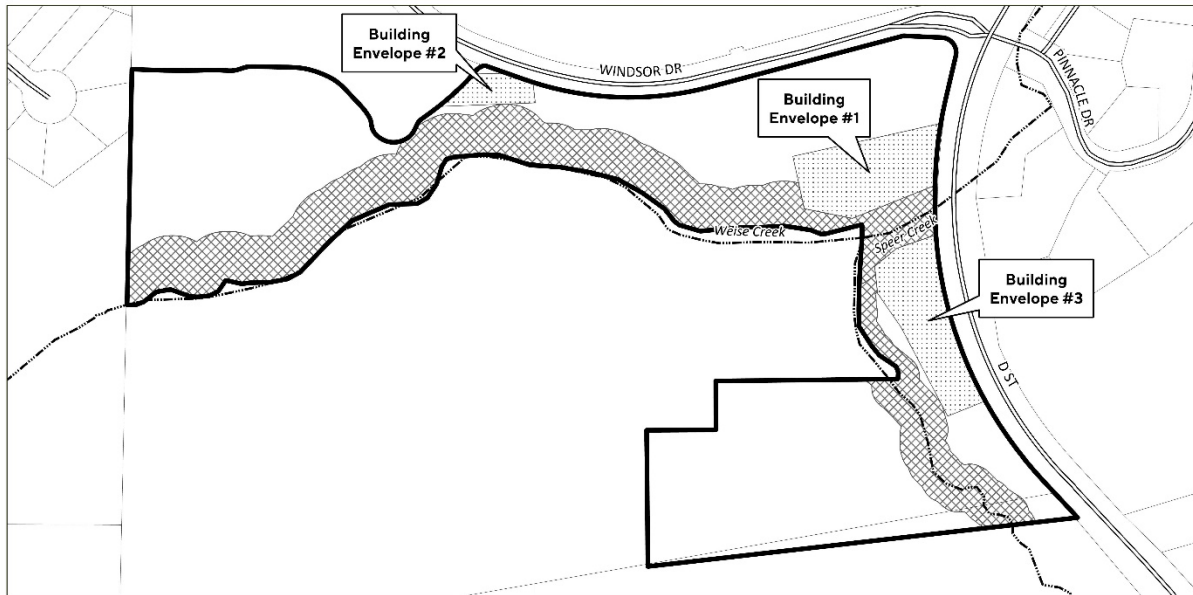
BEING A PORTION OF SAID PARCEL B;
BEGINNING AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°56'40" EAST 637.00 FEET;
THENCE, LEAVING SAID WESTERN LINE, EAST 120.00 FEET;
THENCE, NORTH 79°00'00" EAST 350.00 FEET;
THENCE, NORTH 53°00'00" EAST 290.00 FEET;
THENCE, EAST 320.00 FEET;
THENCE, SOUTH 51°30'00" EAST 227.35 FEET;
THENCE, EAST 429.99 FEET;
THENCE, SOUTH 70.18 FEET;
THENCE, SOUTH 34°00'00" EAST 74.00 FEET;
THENCE, SOUTH 50°00'00" EAST 53.00 FEET;
THENCE, SOUTH 22°00'00" EAST 11 FEET;
THENCE, SOUTH 10.00 FEET;
THENCE, WEST 446.00 FEET;
THENCE, SOUTH 120.00 FEET;
THENCE, WEST 171.00 FEET;
THENCE, SOUTH 299.27 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL B;
THENCE, ALONG SAID SOUTHERN LINE, SOUTH 83°11'35" WEST 1,110.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22.05 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION

Exhibit B



**AG +
OPEN
SPACE**
SONOMA COUNTY



0 250 500
Feet

Helen Putnam Regional Park Extension Project Structure Map

Map Date: 12/22/2020
Source: SCWA (Sonoma County Water Agency), AG + Open Space, Sonoma County Assessor's Office
This map is for informational purposes only and is not intended to define property boundaries or feature locations.

E:\Ross\N\GIS\Projects\Helen_Putnam_Reg_Park_Ext\PDFs\2021_FOC_BOD_Maps\Helen_Putnam_Reg_Park_Ext_Project_Structure_Map_BW_BOD_20250521.pdf

Exhibit C
Description of Easement Designation Areas

Helen Putnum Regional Park - Building Envelope 1

Lying within the City of Petaluma, County of Sonoma, State of California and being a portion of the Lands of Earth Island Institute Inc, a California nonprofit public benefit corporation as described in that Grant Deed recorded August 13, 2024, under Document Number 2024-036780, Official Records of Sonoma County, said portion is more particularly described as follows:

COMMENCING at a point on the northerly line of the Lands of John A. Volpi and Mary Lee Volpi Revocable Living Trust as described in that Grant Deed recorded November 6, 2012, under Document Number 2012-110621, Official Records of Sonoma County, said point monumented by a 1/2" iron pipe as described in that Grant Deed recorded May 30, 1973, filed in Book 2767 at Page 4, Official Records of Sonoma County, also being a point marked and shown on the Record of Survey filed in Book 574 of Maps, Page 38, Sonoma County records; thence along the westerly right of way line of "D" Street, North 43°21'44" West 114.86 feet; thence continuing along said right of way on a curve to the right with a radius of 890.00 feet, through a central angle of 14°02'42" for a length of 218.17 feet to the POINT OF BEGINNING, said point bearing North 38°45'52" West, 331.92 feet from the point of commencement; thence continuing along said right of way line, along a curve to the right with a radius of 890.00 feet, through a central angle of 24°54'34" for a length of 386.93 feet; thence leaving said right of way line, South 70°43'55" West 93.60 feet; thence South 50°33'49" West 63.01 feet; thence South 6°18'24" East 60.28 feet; thence South 35°01'49" East 911.28 feet; thence South 27°59'03" East 222.55 feet; thence North 67°46'10" East 91.76 feet to the POINT OF BEGINNING.

Containing 1.01 Acres more or less

Basis of Bearings being the same as shown on the Map of Windsor Drive filed in Book 574 of Maps, Page 37 through 39, Sonoma County Records.

END OF DESCRIPTION

Being a portion of APN 019-120-041

Helen Putnum Regional Park - Building Envelope 2

Lying within the City of Petaluma, County of Sonoma, State of California and being a portion of the Lands of Earth Island Institute INC, a California nonprofit public benefit corporation as described in that Grant Deed recorded August 13, 2024, under Document Number 2024-036780, Official Records of Sonoma County, said portion is more particularly described as follows:

COMMENCING at a well monument in the centerline of Windsor Drive being "Point A" in that Parcel Map recorded March 19, 1998, filed in Book 574 of Maps at Pages 37-39, Official Records of Sonoma County; thence Southeasterly, perpendicular to said centerline, 28 feet to the southerly right of way line of Windsor Drive; thence along said southerly right of way line South 87°39'29" West 85.33 feet; thence along a curve to the right having a radius of 35.00 feet, through a central angle of 96°15'20", for a length of 58.80 feet and being a point on the west line of the right of way for D Street; thence along the westerly right of way line, South 13°08'15" West 101.34 feet along the westerly right of way line of "D" Street; thence continuing along said right of way along a curve to the left, having a radius of 890.00 feet, through a central angle of 3°28'26", for a length of 53.96 feet to the POINT OF BEGINNING; thence continuing along said curve to the left with a radius of 890.00 feet, through a central angle of 8°52'23", for a length of 137.83 feet; thence leaving said westerly right of way line, South 68°12'58" West 199.15 feet; thence North

78°43 '01" West 108.95 feet; thence North 12°09'21" West 118.79 feet; thence North 77°24'32" East 337.52 feet to the POINT OF BEGINNING.

Containing 1.04 Acres more or less

Basis of Bearings being the same as shown on the Map of Windsor Drive filed in Book 574 of Maps, Page 37 through 39, Sonoma County Records.

END OF DESCRIPTION

Being a portion of APN 019-120-041

Helen Putnum Regional Park - Building Envelope 3

Lying within the City of Petaluma, County of Sonoma, State of California and being a portion of the Lands of Earth Island Institute INC, a California nonprofit public benefit corporation as described in that Grant Deed recorded August 13, 2024, under Document Number 2024-036780, Official Records of Sonoma County, said portion is more particularly described as follows:

COMMENCING at a well monument in the centerline of Windsor Drive being "Point A" in that Parcel Map recorded March 19, 1998, filed in Book 574 of Maps at Pages 37-39, Official Records of Sonoma County; thence southeasterly, perpendicular to said centerline, 28 feet to the southerly right of way line of Windsor Drive; thence along said right of way South 75°52'32" West 442.48 feet; thence along a curve to the right having a radius of 700.00 feet, through a central angle of 32°36'45", for a length of 398.59 feet; thence South 6°47'07" East 47.67 to the POINT OF BEGINNING; thence North 6°47'07" West 47.67 feet to the southerly right of way line of Windsor Drive as shown on said map; thence continuing along a curve to the right having a radius of 700 feet, the radius point of which bears South 17°30'0" West, through a central angle of 1 °39'55", for a length of 20.35 feet; thence North 70°49'00" West 35.82 feet; thence leaving said southerly right of way line, South 88°29'20" West 81.90 feet to the southeast line of Parcel A as shown on the map recorded in Book 850 of Maps, Page 44 through 47 Sonoma County Records, from which the easterly comer of said Parcel A, bears North 55°26'01" East 36.47 feet; thence along a non-tangent curve to the right, having a radius of 230.13 feet, the radius of which bears North 4 7° 4 3 '4 7" West, through a central angle of 9° 53'01 " , for a length of 620 feet to a point that bears South 87°29'00" West from the Point of Beginning; thence North 87°29'00" East 219.24 feet to the POINT OF BEGINNING

Containing 0.26 Acres more or less

Basis of Bearings being the same as shown on the Map of Windsor Drive filed in Book 574 of Maps, Page 37 through 39, Sonoma County Records.

END OF DESCRIPTION

Being a portion of APN 019-120-041