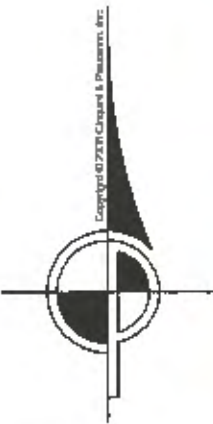


9 SCENIC EASEMENT  
 DN 1989-070989  
 TOTAL AREA: 29.00 AC  
 RECORDED AUGUST 1, 1989  
 TOTAL AREA: 29.00 ACRES

ALTON LANE  
 MITIGATION SITE  
 (PROPOSED ALTON LANE CONSERVATION BANK)



**EASEMENT INFORMATION**

OWNER	USE	DOCUMENT	COLOR	JOB NAME:	DRAWN BY:	CHK BY:
9 COUNTY OF SONOMA	SCENIC EASEMENT	DN 1989-070989	Yellow	ALTON LANE MITIGATION SITE	JM	
				DESCRIPTION:	SCALE: 1"=200'	10/1/19
				EASEMENT MAP	JOB #: 5872-08	1 OF 1

9 70889

5

4177

Recorded at the request of  
and when recorded return to:

County of Sonoma  
Board of Supervisors  
575 Administration Drive, Room 100A  
Santa Rosa, CA 95401

RECORDED AT REQUEST OF \_\_\_\_\_  
AT 7 MIN. PAST 8 A.M.  
BERNICE A. PETERSON  
SONOMA COUNTY RECORDER  
Date 8-1-89

GRANT DEED OF SCENIC EASEMENT

**FREE**

This Grant Deed of Scenic Easement and real property (herein "Easement") is made by and between Richard A. Porter, Vera M. Porter and Vera M. Olson (herein "Grantors") and the County of Sonoma, a political subdivision of the State of California (herein "Grantee") in Santa Rosa, California.

RECITALS

A. The Grantors are the owners of certain real property in Sonoma County which consists of approximately 60.26 acres generally known as Assessor's Parcel No. 34-042-01 (herein "The Property"). A more detailed description of The Property is set forth in Exhibit "A" which is attached hereto and incorporated herein by reference.

B. The Property is currently under a Type II Williamson Act Contract. The Property is currently zoned AE-B6 40 acre density, 20 acre minimum.

C. Grantors wish to change the character of the existing use, or the extent or intensity of the existing use of The Property, which change requires the approval of the County. Specifically, Grantors wish to subdivide The Property into two lots, one of which would be a 29 acre wetland preserve. A legal description of the wetland preserve (herein "Wetland Preserve") is attached hereto and incorporated herein by reference as Exhibit "B".

D. Grantors wish to create the Wetland Preserve for at least two reasons. First, they desire to protect and preserve the vernal pools and rare and endangered species associated therewith which are located within the Wetland Preserve. Second, they desire to convey the Wetland Preserve to a developer for the purposes of allowing the developer to utilize the Wetland Preserve as mitigation for the loss of wetland habitat associated with residential development located elsewhere in the County.

E. While the County would not normally allow the subdivision of land encumbered by a Type II Agricultural Contract into parcels less than 40 acres, the General Plan and amended

Williamson Act regulations allow for such subdivision in those cases where the owner of The Property desires to create a preserve for the protection of rare and endangered species and vernal pools.

F. Grantors acknowledge that, even though the Wetland Preserve will be severely restricted in terms of its development potential, the Wetland Preserve still has a viable economic use in that it can be marketed to a third party developer who is in need of wetland habitat to mitigate impacts of residential development located elsewhere in the County.

G. After consideration of the Grantors offer, the County has recognized that the Wetland Preserve is a site upon which vernal pools and rare and endangered species are located and also has a natural beauty and existing openness which, if preserved in perpetuity, would benefit the County and its residents. Accordingly, the Board of Supervisors, through the execution of this Agreement, has agreed to accept the proposal made by the Grantors and to accept an easement pertaining to the Wetland Preserve and running with the land.

H. Both the Grantors and the County desire to preserve for the public benefit the natural scenic beauty and existing openness, natural condition and present state of the Wetland Preserve.

I. The acceptance of the interest in the Wetland Preserve is consistent with the Sonoma County General Plan.

J. In consideration of the approval of Grantors zoning and subdivision application, Grantors do hereby agree and covenant for themselves and for all future owners of the Wetland Preserve, to convey an easement to the County pursuant to Government Code section 6950 on the terms and conditions set forth herein and thereby protect the present scenic beauty, existing openness and natural state of the Wetland Preserve by the restrictive use of the Wetland Preserve by the Grantors and their successors and assigns.

#### OPERATIVE PROVISIONS

1. In consideration of mutual covenants and promises contained herein, and the recitals set forth above, Grantors hereby grant, deliver and convey to County an open space easement in the Wetland Preserve of the nature and character and to the extent hereafter provided. The grant of this easement shall run with the land in perpetuity and shall bind the Grantors, their successors and assigns. The easement shall be for the benefit of the public generally, as represented by the Sonoma County Board of Supervisors.

2. This easement shall constitute a servitude upon the Wetland Preserve, which results from the restrictions imposed by this instrument upon the use of the Wetland Preserve by Grantors. To that end and for the purpose of accomplishing the intent of the parties, the Grantors covenant on behalf of themselves, their successors and assigns, with the Grantee, that the Wetland Preserve shall be used for only those purposes which will maintain the existing open, scenic and natural character of the Wetland Preserve. Further, Grantors, their successors and assigns agree to refrain from doing any of the following acts upon the Wetland Preserve:

A. Placing or erecting or causing the placement or erection of any building, structure or vehicle intended for human occupancy, commercial purposes or agricultural purposes.

B. Doing or causing to be done any act which will materially change the general topography or present natural form of the Wetland Preserve.

3. Grantors, their successors and assigns, shall not divide the Wetland Preserve into two or more parcels under separate ownership by sale, gift or otherwise.

4. Grantors warrant that they are the owners of the Wetland Preserve and that no other person, individual, trust, firm, corporation or other entity has an interest in the Wetland Preserve.

5. Grantors further intend and hereby specifically provide that the County shall have the right to enforce this easement, and that the County shall have the right to enter upon the Wetland Preserve for the purpose of inspection and to ensure protection of its rights under this grant after giving notice to Grantors, their successors or assigns. Grantors specifically intend by their offer, and the County specifically intends by its acceptance hereof, that the County shall not have any right of control over or duties or responsibilities with respect to the Wetland Preserve which would subject the County to any liability for injury occurring upon the Wetland Preserve inasmuch as the County shall not have the right to go on to the Wetland Preserve for the purpose of correcting any dangerous conditions as defined by applicable statute.

6. Notwithstanding the restrictions set forth in Section 2 herein, the Grantors reserve the following rights and privileges with respect to the Wetland Preserve:

10 70990

EXHIBIT 'A'

All that portion of Parcel One and Parcel Two of the lands of Richard A. Porter ET AL as described in the deed recorded in Book 3534 of Official Records, Page 947, Sonoma County Records, said portion being more particularly described as follows:

Beginning at the Southeast corner of Parcel Two of said lands of Porter; thence Westerly along the southerly line of said lands, 501.00 feet; thence Northerly parallel with the easterly line of said lands, 750.00 feet; thence Westerly parallel with said southerly line, 540.00 feet; thence Northerly parallel with said easterly line, 690 feet more or less to the northerly line of said lands; thence Easterly along said northerly line, 1142 feet more or less to the Northeast corner of said lands; thence Southerly along said easterly line, to the Point of Beginning.

MMS 89-235  
AP # 034-042-01 (Portion)  
April 23, 1989



*Dan L. Canet Sr.*  
DAN L. CANET SR. L. S. 4513  
LIC. EXP. 9/30/90

A. The right to prohibit entry onto the Wetland Preserve by unauthorized persons.

B. The right to manage the Wetland Preserve and its resources in a manner consistent with accepted principles of conservation practice which are consistent with the restrictions placed upon Grantors by this easement.

7. Grantors intend that the easement granted herein shall confine the use of the Wetland Preserve to the uses enumerated herein and such other uses as the County may, by resolution of its Board of Supervisors, agree do not conflict with the aesthetic and environmental values which the Grantors and County seek to preserve through the grant of this easement.

8. The grant of this easement is effective as of the date of its acceptance pursuant to Government Code section 6950 by the County.

IN WITNESS WHEREOF, the Grantors have executed this Grant of Easement and Agreement this 17th day of July, 1989.

GRANTORS

Richard A. Porter  
RICHARD A. PORTER

Vera M. Porter  
VERA M. PORTER

Vera M. Olson  
VERA M. OLSON

PLEASE NOTE: Signatures must be notarized.

COUNTY OF SONOMA:

By: Janet Nicholas  
Chair, Board of Supervisors

ATTEST:

Steve T. Lewis by Laimy Suber  
STEVE T. LEWIS, County Clerk  
and ex officio Clerk of the  
Board of Supervisors of the  
County of Sonoma

STATE OF CALIFORNIA )  
 )  
COUNTY OF SONOMA )

On this 21st day of June, 1989, before me, Carol A. Van Vonne, a Notary Public, personally appeared Janet Nicholas, known to me to be the Chairperson of the Board of Supervisors, County of Sonoma, State of California, and known to me to be the person who executed the within instrument on behalf of said public corporation, agency of a political subdivision, and acknowledged to me that such political subdivision executed the same.

*Carol A. Van Vonne*

Notary Public in and for the County of Sonoma, State of California

My commission expires: March 13, 1992



STATE OF CALIFORNIA )  
COUNTY OF Sonoma ) SS  
On May 17, 1989 before me  
the undersigned, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_  
Richard A. Porter, Vara  
M. Porter and Vara M.  
Olsen



proved to me on the basis of satisfactory evidence or known to me  
to be its person, whose name is subscribed to the within  
instrument and acknowledged that they executed the  
same.

*Nancy J. Woods*  
Notary Public in and for said County and State

