

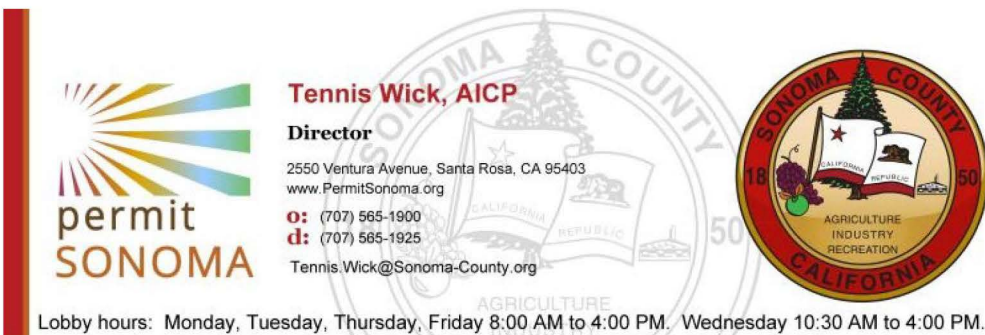
From: [Robert Pennington](#)
To: [Stacie Groll](#)
Subject: FW: PUBLIC COMMENT - 3/11 AGENDA ITEM 34 - FW: RRFF Support for Use Permit PLP23-0014 for the RR Floodplain Restoration Project
Date: Thursday, March 6, 2025 3:42:50 PM
Attachments: [image001.png](#)

FYI

From: Tennis Wick <Tennis.Wick@sonoma-county.org>
Sent: Thursday, March 6, 2025 3:12 PM
To: Christina Rivera <Christina.Rivera@sonoma-county.org>; Jennifer Klein <Jennifer.Klein@sonoma-county.org>
Cc: Scott Orr <Scott.Orr@sonoma-county.org>; John Mack <John.Mack@sonoma-county.org>; Robert Pennington <Robert.Pennington@sonoma-county.org>
Subject: RE: PUBLIC COMMENT - 3/11 AGENDA ITEM 34 - FW: RRFF Support for Use Permit PLP23-0014 for the RR Floodplain Restoration Project

Thank you very much!

TW



From: Christina Rivera <Christina.Rivera@sonoma-county.org>
Sent: Thursday, March 6, 2025 3:04 PM
To: Jennifer Klein <Jennifer.Klein@sonoma-county.org>; Tennis Wick <Tennis.Wick@sonoma-county.org>
Subject: Fw: PUBLIC COMMENT - 3/11 AGENDA ITEM 34 - FW: RRFF Support for Use Permit PLP23-0014 for the RR Floodplain Restoration Project

Just making sure you have this emailed Public Comment.

From: BOS <BOS@sonoma-county.org>

Sent: Thursday, March 6, 2025 2:45 PM

To: BOS <BOS@sonoma-county.org>

Cc: Marcie Woychik <Marcie.Woychik@sonoma-county.org>; Noelle Francis <Noelle.Francis@sonoma-county.org>

Subject: PUBLIC COMMENT - 3/11 AGENDA ITEM 34 - FW: RRFF Support for Use Permit PLP23-0014 for the RR Floodplain Restoration Project

Respectfully,

Michelle Norman

Deputy Clerk of the Board – Assessment Appeals

(707) 565-2244

Michelle.Norman@sonoma-county.org

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From: Ed Barich <ebarich@sonic.net>

Sent: Thursday, March 6, 2025 1:28 PM

To: BOS <BOS@sonoma-county.org>

Cc: Daniel Powers <DpCustomMeats@outlook.com>; don <don@russianriverkeeper.org>; cschneider@caltout.org

Subject: RRFF Support for Use Permit PLP23-0014 for the RR Floodplain Restoration Project

March 6, 2025

Chair Lynda Hopkins Supervisor District 5 district5@sonoma-county.org

Rebecca Hermosillo, Supervisor District 1 rebecca.hermosillo@sonoma-county.org

David Rabbitt, Supervisor District 2 David.Rabbitt@sonoma-county.org

Chris Coursey, Supervisor District 3 district3@sonoma-county.org

James Gore, Supervisor District 4 district4@sonoma-county.org

County of Sonoma

Board of Supervisors
575 Administration Drive, Room 100 A Santa Rosa, CA 95403

Re: Support for Use Permit PLP23-0014 for the RR Floodplain Restoration Project

The Russian River Fly Fishers (RRFF) are a Sonoma County club of more than 200 members whose purpose is to advance, promote, practice and teach the art of fly casting and angling with artificial flies. To make this sport possible, we make recommendations and representations to state and/or federal authorities for the improvement of water conditions to protect, conserve and increase the population of wild fresh water, salt water and migratory game fish.

We are writing you today to support the Use Permit application for the Russian River Floodplain Restoration Project to convert four gravel pits into functional floodplains. This project will create multiple benefits from reducing erosion on adjacent properties to enhancing salmon recovery and increasing our adaptation to climate change impacts.

The legacy of gravel mining and channelization has caused the loss of more than 85% of former riparian areas and deeply incised the river channel cutting it off from its floodplain. This has greatly decreased critical salmon habitat and reduced biodiversity and wildlife abundance. Currently, when the river has major floods, endangered salmon venture into the gravel pits and often cannot escape as floodwaters recede and are eaten by non-native bass in the pits. This project will also halt the introduction of toxic methylmercury from the gravel pits into fish, birds and people.

Restoring the connection between the mainstem of the river to seasonal floodplain will also improve our community's and local ecosystem's resilience to climate change. Expanding the river area will provide more temporary flood storage and improve groundwater recharge in the important middle reach of the Russian River. The project will create over 160 acres of riparian and seasonal wet meadow habitat that will increase food production for juvenile salmon and steelhead. The project will enhance recovery of local native flora and fauna by restoring the seasonal floodplain and river channel habitat complexity.

The project will also provide new public access with trails that are compatible with restoration and improve public lands access equity for underserved communities in the area.

We are very supportive of the project and urge the Board to approve the Use Permit and Conditions of Approval so this important project can move forward.

Sincerely,

The Board of Directors of the Russian River Fly Fishers:

Daniel Powers (President)

Penelope Gadd-Coster

Steve Tubbs

Brendan Galten

Tracie Koenig

Mike Spurlock

Catherine Miller

Ed Barich

Gregg Wrisley

Doug Mackay

Don Shaw

Jeff Cratty

Mike Borba

Pam Boyd DeCoite

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From: [Robert Pennington](#)
To: [Stacie Groll](#)
Subject: FW: CalTrout Support for Use Permit PLP23-0014 File #2025-0226
Date: Monday, March 10, 2025 4:12:17 PM
Attachments: [image001.png](#)
[image002.png](#)


For the comments.

From: Tennis Wick <Tennis.Wick@sonoma-county.org>
Sent: Monday, March 10, 2025 4:12 PM
To: district4 <district4@sonoma-county.org>; PermitSonoma <PermitSonoma@sonoma-county.org>
Cc: Scott Orr <Scott.Orr@sonoma-county.org>; John Mack <John.Mack@sonoma-county.org>; Robert Pennington <Robert.Pennington@sonoma-county.org>
Subject: RE: CalTrout Support for Use Permit PLP23-0014 File #2025-0226

Thank you!



Tennis Wick, AICP
Director
2550 Ventura Avenue, Santa Rosa, CA 95403
www.PermitSonoma.org
o: (707) 565-1900
d: (707) 565-1925
Tennis.Wick@Sonoma-County.org



1850
SONOMA COUNTY
50
CALIFORNIA
AGRICULTURE
INDUSTRY
RECREATION

Lobby hours: Monday, Tuesday, Thursday, Friday 8:00 AM to 4:00 PM. Wednesday 10:30 AM to 4:00 PM.

From: district4 <district4@sonoma-county.org>
Sent: Monday, March 10, 2025 10:11 AM
To: Tennis Wick <Tennis.Wick@sonoma-county.org>; PermitSonoma <PermitSonoma@sonoma-county.org>
Subject: FW: CalTrout Support for Use Permit PLP23-0014 File #2025-0226

FYI, if this should be added to the project file.

From: Charlie Schneider <cschneider@caltrout.org>
Sent: Saturday, March 8, 2025 1:40 PM
To: BOS <BOS@sonoma-county.org>; district4 <district4@sonoma-county.org>; district3 <district3@sonoma-county.org>; David Rabbitt <David.Rabbitt@sonoma-county.org>; Rebecca Hermosillo <Rebecca.Hermosillo@sonoma-county.org>; district5 <district5@sonoma-county.org>
Subject: CalTrout Support for Use Permit PLP23-0014 File #2025-0226

Re: Support for Use Permit PLP23-0014 for the Russian River Floodplain Restoration Project

Dear Chair Hopkins and Supervisors,

On behalf of California Trout, I am writing to express our strong support for the Use Permit application for the Russian River Floodplain Restoration Project (PLP23-0014). This project presents a significant opportunity to restore critical floodplain habitat, enhance fish and wildlife populations, and improve the resilience of the Russian River ecosystem.

Decades of gravel mining and river channelization have severely degraded habitat in the Russian River, cutting the mainstem off from its historic floodplain and reducing habitat complexity essential for native fish species like salmon and steelhead. The conversion of these former gravel pits back into functional floodplain and seasonal wetland habitat will provide over 160 acres of restored riparian and wet meadow areas, directly benefiting native salmonids by increasing food production, reducing predation risk from non-native species, and improving water quality. Additionally, eliminating the stagnant open-water habitat of the pits will reduce methylmercury production and help prevent harmful algal blooms.

Beyond the ecological benefits, this project will enhance flood resilience by lowering water velocities, decreasing bank erosion, and increasing temporary flood storage. Improved groundwater recharge, even during drought conditions, will contribute to long-term water security for the region. Furthermore, the inclusion of public trails and access features will ensure that local communities, including underserved populations, can benefit from restored natural spaces.

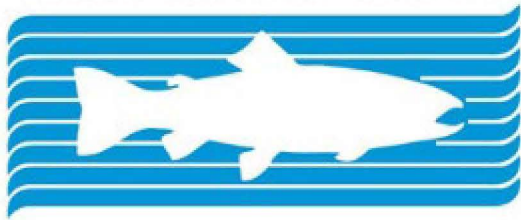
California Trout urges the Board of Supervisors to approve the Use Permit and Conditions of Approval to allow this vital restoration project to move forward. Thank you for your leadership in protecting and restoring the Russian River watershed.

Sincerely,
Charlie Schneider
Senior Project Manager
California Trout

Please find a PDF version of our comments attached.

Charlie Schneider (he/him)
Lost Coast Project Manager
C: 707.217.0409

CALIFORNIA TROUT



FISH · WATER · PEOPLE

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Ms. Lynda Hopkins, Chair
Sonoma County Board of Supervisors
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

March 10, 2025

Re: Support of Item No. 2025-0226, PLP23-0014 and Rejection of Continuance

Honorable Chairwoman Hopkins and Members of the Board of Supervisors:

The State Coastal Conservancy respectfully requests your support of Staff's recommendation for this item at the March 11 Board meeting, and rejection of continuance.

Staff presents a well-designed proposal that reverses the havoc inflicted by decades of terrace mining along the Russian River. This project would provide floodplain habitat where none exists, achieve traffic safety along a dangerous corridor, lay the foundation for a small river park accessible to the general public and provide untold benefits to listed salmonids, songbirds and countless other species. This project has been developed through grants from both the State Coastal Conservancy and the California Department of Fish and Wildlife, and the project would occur entirely on land essentially donated by the project owner.

EHC, the property owner and County staff deserve your support for spending a decade navigating complex land use issues fairly and effectively with agencies and private property owners. The Mariani's future speculation is no reason to postpone a resilience project that will coequally achieve reclamation and restoration of a once-pristine segment of the Russian River while also providing important public access benefits along a river where few such opportunities exist.

This project is an unprecedented opportunity to truly reclaim historic terrace mines in a way that will restore habitat and enhance public benefit of the entire Russian River.

We appreciate your consideration of our request.

Sincerely,

Amy Hutzel
Amy Hutzel
Executive Officer

1515 Clay Street, 10th Floor
Oakland, California 94612-1401
Scc.ca.gov
510-286-1015 Fax: 510-286-0470

Certificate Of Completion

Envelope Id: C330FC05-7BA3-4F8D-ACF3-CD3E36A2F1EA	Status: Completed
Subject: Complete with Docusign: SCC-Sonoma County_Russian River Floodplain_3.10.25.pdf	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Michael Bowen
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11493 Sunset Hills Rd
	Suite 100
	Reston, VA 20190
	Michael.Bowen@scc.ca.gov
	IP Address: 23.24.215.97

Record Tracking

Status: Original	Holder: Michael Bowen	Location: DocuSign
3/10/2025 12:34:17 PM	Michael.Bowen@scc.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State Coastal Conservancy	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Amy Hutzel		Sent: 3/10/2025 12:37:33 PM
amy.hutzel@scc.ca.gov		Viewed: 3/10/2025 1:05:54 PM
Executive Officer		Signed: 3/10/2025 1:06:24 PM
State Coastal Conservancy		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 23.24.215.97	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
Joel Gerwein	Sent: 3/10/2025 1:06:24 PM

Joel.gerwein@scc.ca.gov
North Coast Regional Manager
State Coastal Conservancy
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Robert Pennington
robert.pennington@sonoma-county.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events

Signature	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2025 12:37:33 PM
Certified Delivered	Security Checked	3/10/2025 1:05:54 PM
Signing Complete	Security Checked	3/10/2025 1:06:24 PM
Completed	Security Checked	3/10/2025 1:06:25 PM
Payment Events	Status	Timestamps

March 6, 2025

Jessica L. Diaz
Attorney at Law
805.882.1416 direct
jdiaz@bhfs.com

VIA EMAIL

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

Re: Request for Continuance – Item No. 2025-0226, PLP23-0014 Russian River Floodplain Restoration Project

Dear Chairwoman Lynda Hopkins and Honorable Members of the Sonoma County Board of Supervisors:

Our law firm represents the Mariani family with respect to their interests in the Russian River Floodplain Restoration Project (PLP23-0014), currently agendized on your Board's March 11, 2025 agenda, as a Regular Calendar item at 10:05am. **I write to formally request a continuance of the hearing on this item.**

Given the significance and potential impact of the proposed Russian River Floodplain Restoration Project ("**Project**"), it is clear that additional time is necessary to continue the Mariani family's ongoing discussions with stakeholders and County staff—constructive discussion in which the Mariani family has invested significant time and resources. A brief continuance would allow the opportunity for these discussions to be completed. I am confident that allowing that process to run its course will, at best, eliminate any policy or legal dispute over the Project, and, at the least, significantly narrow and better define any remaining areas of dispute so that the Board of Supervisors can make an informed decision. The Mariani family and their entire team (including retained legal, civil engineering and planning resources) are committed to responsively moving this issue toward resolution.

The Mariani Family's Interests

For over a decade, the Mariani family has consistently expressed concerns regarding the future use of Assessor's Parcel Number ("APN") 066-300-049 ("Mariani Parcel"). The Mariani Family sold the Mariani Parcel in 1985 to Martin Marietta's predecessor, Kaiser Sand & Gravel, in fee and at a significant discount, rather than merely selling a mineral lease for fair market value. As valuable consideration for the lower purchase price of the fee parcel, the Mariani family obtained an option to

March 6, 2025

Page 2

repurchase the Mariani Parcel at the conclusion of the reclamation process for one (1) dollar. The parties' undisputable intention was that the repurchase option of the Mariani Parcel retain material value. If the Project results in a practical wipe-out of that repurchase option's value and allowable uses—in particular, agricultural use, a failure of consideration would result and the Mariani family will be deprived of the benefit of their bargain.

Land Use and Agricultural Compatibility Issues

The Mariani Parcel is zoned as Land Intensive Agriculture (LIA) under the County of Sonoma Code, which permits a range of agricultural uses, including crop production, vineyards, and livestock grazing, as well as limited compatible uses such as agricultural processing and farmworker housing. (Sonoma County Code § 26-06-030.) While the County is not expressly proposing to change the LIA zoning designation as part of the Project, the indisputable practical effect of the Project is an elimination of these allowable agricultural uses. Discussions with the applicant, Endangered Habitats Conservancy (EHC), have underscored this impact—with the representative for EHC unequivocally expressing to the Mariani family that future agricultural use on the Mariani Parcel was plainly incompatible with the Project.

In addition to being inconsistent with the LIA zoning of the Mariani Parcel, a wipeout of potential agricultural use on the Mariani Parcel raises an issue under the California Environmental Quality Act ("CEQA"). The statutory exemption on which the County appears to rely requires the Project to comply with all federal, state, and local laws. (See Pub. Res. Code § 21080.56(d).) Appendix G of the CEQA Guidelines specifically asks whether a project would "[c]onflict with existing zoning for **agricultural use**." (Emphasis added.) At a minimum, the potential impacts of the Project, if not avoided through appropriate Project modifications and/or conditions of approval, will risk impairing agricultural potential, which is inconsistent with applicable County land use designations, plans, and policies.

Stakeholder Engagement and Project Objectives

Beyond any legal infirmity, moreover, a critical public policy issue also remains: the unnecessary impairment of the Mariani family's future use of the Mariani Parcel is inconsistent with the County's long tradition and policy of integrating land preservation and agriculture. The Mariani family commends the goals of the Project and is not opposed to the Project, beyond ensuring that the Mariani's property rights are protected.

To that end, the Mariani family has participated in a series of all-hands meetings involving EHC, the Coastal Conservancy, Martin Marietta, and Russian Riverkeeper. These meetings included constructive

VIA EMAIL

March 6, 2025

Page 3

and proactive preparation on the part of the Mariani family, including the development of a proposed agenda and the submission of an alternative proposal for consideration by the EHC/applicant team. Additionally, we have devoted substantial time and effort to drafting revisions to the proposed conditions of approval for the Project that we believe could be a compromise solution to resolve the concerns outlined above. These proposals have been shared with both the applicant team and County staff. Throughout this process, we have constructively and collaboratively engaged with all involved parties to address key issues and concerns. For example, on February 25th, I emailed representatives for EHC and the Coastal Conservancy proposed revisions to the conditions of approval and an invitation to engage in further discussions. With the exception of clarifying follow-up questions from Don McEnhill of Russian Riverkeeper, we received no further follow-up.

Continuance Request and Next Steps

We firmly believe that further progress can be made in collaboration with County staff and key stakeholders to reach additional agreement on revised conditions of approval that would better protect the interests of the Mariani family. However, additional time is necessary to achieve this. ***For this reason, we respectfully urge the Sonoma County Board of Supervisors to continue this item.*** Again, the Mariani family and their entire team remain committed to bringing this matter to a swift and mutually agreeable resolution.

Thank you for your time and attention to this matter. Please do not hesitate to contact me or our designated representative for the Mariani family directly, Jeanne Mariani, at (707) 494-4110.

Sincerely,



JESSICA L. DIAZ

cc: Jennifer Klein, Sonoma County Counsel
Robert Pennington, Permit Sonoma
Michael Beck, Endangered Habitats Conservancy
James Ryan, Attorney at Law, Legal Counsel for Endangered Habitats Conservancy
Michael Bowen, California Coastal Conservancy
Jordan Fong, Legal Counsel for California Coastal Conservancy
John Gillan, Counsel for Martin Marietta
Erika Guerra, Martin Marietta

VIA EMAIL

March 6, 2025

Page 4

32888424.1

From: [Robert Pennington](#)
To: [Stacie Groll](#)
Subject: FW: March 11th BoS Meeting - Request for Continuance of Russian River Floodplain Restoration Project
Date: Friday, March 7, 2025 8:28:20 AM
Attachments: [March 6 2025 - Request for continuance of RR Floodplain Restoration Projec\(32888424.1\).pdf](#)

FYI

From: Diaz, Jessica L. <jdiaz@bhfs.com>
Sent: Thursday, March 6, 2025 10:24 PM
To: Lynda Hopkins <Lynda.Hopkins@sonoma-county.org>; James Gore <James.Gore@sonoma-county.org>; Chris Coursey <Chris.Coursey@sonoma-county.org>; David Rabbitt <David.Rabbitt@sonoma-county.org>; Rebecca Hermosillo <Rebecca.Hermosillo@sonoma-county.org>; BOS <BOS@sonoma-county.org>
Subject: March 11th BoS Meeting - Request for Continuance of Russian River Floodplain Restoration Project

Dear Chair of the Sonoma County Board of Supervisors and Honorable Members of the Board of Supervisors,

Please find attached a letter on behalf of the Mariani family concerning an item on the March 11th agenda, PLP23-0014 Russian River Floodplain Restoration Project. On behalf of the Mariani family, ***we are requesting a continuance of the public hearing***, for the reasons outlined in the attached letter.

With all rights reserved to raise further comments on the project.

Thank you sincerely for your time and consideration.

Sincerely,

Jessica L. Diaz
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
805.882.1416 tel
jdiaz@bhfs.com

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From: [Robert Pennington](#)
To: [Stacie Groll](#)
Subject: FW: March 11th BoS Meeting - Request for Continuance of Russian River Floodplain Restoration Project
Date: Friday, March 7, 2025 12:53:49 PM

FYI

From: Erika Guerra <Erika.Guerra@martinmarietta.com>
Sent: Friday, March 7, 2025 12:50 PM
To: Robert Pennington <Robert.Pennington@sonoma-county.org>
Subject: FW: March 11th BoS Meeting - Request for Continuance of Russian River Floodplain Restoration Project

From: John Gillan <John.Gillan@martinmarietta.com>
Sent: Friday, March 7, 2025 12:40 PM
To: 'Diaz, Jessica L.' <jdiaz@bhfs.com>; Lynda Hopkins <lynda.hopkins@sonoma-county.org>; james.Gore@sonoma-county.org; Chris.Coursey@sonoma-county.org; David.Rabbitt@sonoma-county.org; rebecca.hermosillo@sonoma-county.org; bos@sonoma-county.org
Subject: RE: March 11th BoS Meeting - Request for Continuance of Russian River Floodplain Restoration Project

Dear Chair and Honorable Members of the Board of Supervisors: As the fee owner of the subject property, Martin Marietta supports the continuance request filed by the Mariani family yesterday so as to allow all interested parties to continue their collaborative discussions on this matter.

Please feel free to contact me if you have any questions.

John A. Gillan
Associate General Counsel & Head of Sustainability
4123 Parklake Avenue
Raleigh, NC 27612

919-783-4657
John.gillan@martinmarietta.com

From: Diaz, Jessica L. <jdiaz@bhfs.com>
Sent: Friday, March 7, 2025 1:24 AM
To: Lynda Hopkins <lynda.hopkins@sonoma-county.org>; james.Gore@sonoma-county.org;

Chris.Coursey@sonoma-county.org; David.Rabbitt@sonoma-county.org;
rebecca.hermosillo@sonoma-county.org; bos@sonoma-county.org

Subject: March 11th BoS Meeting - Request for Continuance of Russian River Floodplain Restoration Project

EXTERNAL SENDER – PLEASE ASSESS AND VERIFY

Dear Chair of the Sonoma County Board of Supervisors and Honorable Members of the Board of Supervisors,

Please find attached a letter on behalf of the Mariani family concerning an item on the March 11th agenda, PLP23-0014 Russian River Floodplain Restoration Project. On behalf of the Mariani family, ***we are requesting a continuance of the public hearing***, for the reasons outlined in the attached letter.

With all rights reserved to raise further comments on the project.

Thank you sincerely for your time and consideration.

Sincerely,

Jessica L. Diaz

Brownstein Hyatt Farber Schreck, LLP

1021 Anacapa Street, 2nd Floor

Santa Barbara, CA 93101

805.882.1416 tel

jdiaz@bhfs.com

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It's Your River, We Protect It

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Secretary

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Leslie Friedman Johnson

Kathy Taylor

July 17, 2024

Permit Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403
Attn: Robert Pennington
Robert.Pennington@sonoma-county.org

Re: **Support** Use Permit application PLP23-0014 for the Russian River Floodplain Restoration Project

Dear Mr. Pennington,

Key Staff

Don McEnhill Jr.
Executive Director

Jaime Neary
Staff Attorney

Birkin Newell
Restoration Director

Carol Shumate
Clean Team Director

Jana Lawyer
Development Director

Susan Ryan
Bookkeeper

Ariel Majorana
Planning and Outreach Liaison

Ashlyn Robinson
Communications Manager

On behalf of our Board of Directors, staff, and over 2,500 members we wholeheartedly support the Project and Use Permit Application PLP23-0014 for the Russian River Floodplain Restoration Project.

Today a legacy of gravel mining combined with the loss of more than 85% of our former riparian areas and severe channel incision has left our community increasingly vulnerable to climate change impacts. These changes to our watershed have also diminished native salmon populations to brink of extinction. The biodiversity and wildlife abundance of the river and riparian areas has greatly decreased as well. It has been widely predicted and well manifested in recent years that climate change will produce bigger floods and longer more intense droughts.

Restoring the connection between the mainstem of the Russian River and seasonal floodplain wetlands is one of the best no regrets strategies to improving our community and the ecosystem's resilience to climate change¹. This project will provide multiple benefits from flood attenuation to improving salmon populations to halting the chemical process that is introducing methyl mercury to local biota and people.

Today the 360 acre site containing four deep gravel pits poses significant negative impacts on the health of the Russian River. Endangered salmon that get into the pits during flood events are trapped after floods and consumed by non-native bass. In summer the gravel pits leach warm water into the mainstem of the Russian River and increase water temperatures by 2 degrees according to research by USGS and Sonoma Water. The river is already impaired for temperature so removing that impact will help restore beneficial uses. Every summer the pits create



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ideal conditions that convert elemental, harmless inorganic mercury into methyl mercury, that is a potent neurotoxin, that works its way up the local food web leading to high levels in largemouth bass and the fish, wildlife and people who consume them. The gravel pits also provide excellent nursery habitat for over a dozen non-native invasive plants that degrade the riparian ecosystem and displace native plants. Finally, the highly confined and incised state of the river channel produces extremely high water velocities in flood events that lead to high rates of bank erosion and property damage. This project will eliminate these negative impacts to the river and community.

The project will provide multiple benefits to the community and river ecosystem and create a win-win project by also eliminating the negative impacts of the sites current state. The project benefits will improve the resilience of the community and ecosystem to the impacts of climate change through re-creation of seasonal floodplain wetlands. As we experience bigger flood peaks this project will widen the channel to accommodate those increased flows and slow channel velocities to reduce bank erosion and property damage. It will improve the river's ability to process pollutants by sequestering sediment and nutrients in the floodplain where it is beneficial. The elimination of the deep gravel pits will permanently stop the introduction of toxic methyl mercury to local fish, wildlife, and people. Expanding the area that is inundated during floods will improve groundwater recharge to help buffer the impact of droughts in the highest water use section of the river. Ultimately the project will create a low intensity natural park area and provide more recreational opportunities for our community to get outside and enjoy nature.

One of the major project benefits will be major improvements for salmon habitat and increases in seasonal food production. One of the greatest limiting factors to salmon survival is the low food productivity of the river channel in its simplified and channelized state. Restoring off-channel floodplain wetlands has proven to be a winning strategy to provide refugia and dramatic increases in food production to increase survival of juvenile salmon in their first six months of life. We know from research on off-channel wetland food production in the Sacramento Valley that restoring this project site will improve survival and could help rebuild populations². The middle reach of the Russian River is a critical location for fish recovery due to the proximity to Dry Creek where we have great cold water refugia but low food productivity. Since the restored wetlands will have water on them for several months during the winter it will help bulk up juvenile fish for over-summering or outmigration to the ocean. The project will also benefit salmon and the ecosystem by eliminating the seepage of warm water from the pits to the river each summer that is harmful to salmon and ecosystem productivity.

The project will benefit native plant species by eliminating the pits which have fostered large populations of non-native invasive plant species such as scarlet wisteria, arundo donax, pepperweed, and yellow star thistle. The project will enable the removal of the non-native species and re-propagation of native riparian species after construction. After construction, the monitoring and maintenance period will allow intervention to suppress growth of non-native invasives to favor natural recruitment of native species in the wetland areas and planned native planting on the upland areas. This will enhance habitat for both native terrestrial and aquatic species of birds and wildlife.

We've seen the Syar gravel pits breached in high winter flows so we know these pits are not stable or something that can endure over time. If we do not move forward with the floodplain restoration

approach, the risk of pit capture by the river is very real and would have disastrous consequences for the river's health and salmon populations. For many years, Friends of the Russian River/ Russian Riverkeeper advocated against the construction of the gravel pits, so we are eager to see this project move forward to remedy the numerous impacts to the river and our community the pits have caused. We believe this project will enhance the health and natural function of the Russian River and improve the valuable ecosystem services a healthier river can provide our community.

We are firmly in support of the project and the associated Use Permit applications and look forward to eventual restoration of this property.

Sincerely,



Don McEnhill
Executive Director

References:

1. Restoring Rivers and Floodplains for Habitat and Flood Risk Reduction: Experiences in Multi-Benefit Floodplain Management from California and Germany, Various authors;

<https://www.frontiersin.org/journals/environmental-science/articles/10.3389/fenvs.2021.778568/full>

2. Variability in foodscapes and fish growth across a habitat mosaic: Implications for management and ecosystem restoration; Flora Cordoleani, Eric Holmes, Miranda Bell-Tilcock, Rachel C. Johnson, Carson Jeffres; Ecological Indicators, Volume 136, March 2022; <https://www.sciencedirect.com/science/article/pii/S1470160X22001522>



CALIFORNIA

Salmon & Steelhead Coalition

August 5, 2024

Permit Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403
Attn: Robert Pennington
Robert.Pennington@sonoma-county.org

Re: Support PLP23-0014 Russian River Floodplain Restoration Project

Dear Mr. Pennington,

The California Salmon and Steelhead Coalition is writing to support the Russian River Floodplain Restoration Project. The Coalition is a partnership between Trout Unlimited, California Trout and, The Nature Conservancy. We collaborate to achieve our shared goals of restoring and improving habitat in important salmon and steelhead watersheds in California while improving water reliability for people. This important project will benefit both the health of the Russian River ecosystem, including its imperiled salmon and steelhead populations, and the community.

The importance of off-channel habitat for salmon and steelhead is well documented and the mainstem Russian River severely lacks this type of habitat. This project will create 10 acres of off-channel pool habitat which will improve salmonid rearing at the project site and reduce velocity. The project will also improve water quality by reducing warm water exports to the mainstem river.

Along with other gravel pits in the area, and historic channelization of the river, salmon spawning and rearing habitat in the middle reach of the river has been significantly degraded. Restoration at the project site will improve conditions through this important reach of river, restore more natural riverine processes, and improve the overall ecological health of the area.

We're also delighted to see that this project will result in the creation of a new county regional park that is compatible with restoration goals. This will expand outdoor experiences for our community and visitors.

We're eager to see this project move forward and look forward to its implementation.

Sincerely,

Charlie Schneider
Lost Coast Project Manager
California Trout

Monty Schmitt
Senior Project Manager
The Nature Conservancy

Matt Clifford
California Director
Trout Unlimited

P.O. Box 466
Santa Rosa CA 95402

www.sierraclub.org/redwood



July 23, 2024

Re: Support PLP23-0014 Russian River Floodplain Restoration Project

Dear Board,

The Redwood Chapter of the Sierra Club Water Committee supports the Russian River Floodplain Restoration Project which is an important restoration need for the river and community.

In their current form the 360 acre project area containing four gravel pits degrades the health of the river and our environment. The pits produce toxic methyl mercury, export warm water to the river and trap endangered salmon after floods. The gravel pits are also providing nursery habitat for many invasive plant species such as pepperweed and scarlet wisteria. Along with other gravel pits in the area and historic channelization of the river we have lost former salmon spawning and rearing habitat in the middle reach of the river.

Through restoring this property and filling the gravel pits we can restore the past beneficial function of seasonal off channel wetland habitat. This will eliminate the current negative impacts and provide the following benefits to our community:

- Creates over 160 acres of seasonal wet meadow, riparian and wetland habitat and 10 acres of off-channel pool habitat ideal for salmonid rearing
- Improves water quality by stopping mercury methylation process, eliminate summer harmful algal blooms and reduce elevated temperatures in the river
- Eliminates open water habitat and associated non-native fish that prey on native salmon
- Halts riverbed degradation and high scour rates by reducing river flood elevations and river velocity that will protect private property and increase habitat for salmon
- Supports and increases groundwater recharge rates in a high water use zone of the river
- Enhances ecosystem function by restoring the connectivity between the river channel and off channel floodplain habitats and riparian and upland habitats
- Promotes recovery of native flora and fauna by restoring natural river processes
- Creates a new county regional park with facilities that are compatible with the restoration goals to expand outdoor experiences for our community

We're eager to see this project proceed and help restore our river to be more resilient in the face of climate change and benefit our community.

Sincerely,

*Theresa Ryan, Chair
Redwood Chapter Sierra Club Water Committee*



March 4, 2024

VIA EMAIL

Mr. Robert Pennington
Permit Sonoma
2550 Ventura Ave
Santa Rosa, CA 95403

Re: *PLP23-0014: Formal Objection to Restoration Plan Use Permit Application*
HL no. 217-01

Dear Mr. Pennington:

As you know, I represent Richard and Mark Mariani, sellers of the parcel commonly known as the Mariani Pond (APN 066-300-049), which land is an included component of the referenced restoration project application.

Enclosed for you files please find a copy of the March 7, 1989 recorded Agreement for Covenants which at pp. 6 and 24 -25 refers to the Marianis' option to repurchase their former property upon completion of reclamation activities. The Marianis have consistently expressed their intention to exercise that right, which in turn means that they, as the inevitable future landowners, will need to consent to the pending CUP application. This they will not do, which means that this CUP application is a moot exercise because any approval would necessarily be subject to a condition precedent (i.e. owner consent) which will not be forthcoming.

We therefore object to this project as it is presently configured to include land which the applicant will neither own nor control and we *request that this objection be highlighted in any staff report or presentation to the BZA/Planning Commission/BOS regarding this project.*

As to the merits of the project, the Marianis have significant concerns as to the viability of the restoration project after more than five years of peripheral involvement in it. Although large portions of existing riparian habitats (over four million tons of soil) are proposed to be bulldozed, the project engineers themselves have opined that the

Robert Pennington

March 4, 2024

Page 2 of 2

river itself, not the proposed grading, will ultimately dictate the resulting habitat. The EIR does not appear to address this fact as well as other deficiencies which we intend to address in future correspondence.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bob Haroche".

Bob Haroche

cc: Clients

James Brush

Don McEnhill, Russian Riverkeeper

RECORDED AT REQUEST OF

FIRST AMER

83020519

DEC MAR -9 AM 8:00

OFFICIAL RECORDS
SANTA CLARA COUNTY, CALIFORNIA

GERALD A. PETERSON

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

Mariani Bros., a California
general partnership
c/o Mariani Packing Co., Inc.
320 Jackson Street
San Jose, CA 95112-3285

38

81¹⁰

AGREEMENT FOR COVENANTS RUNNING WITH THE LAND

This Agreement for Covenants Running with the Land ("Covenants Agreement") is made and entered into this 7TH day of MARCH, 1939, by and between MAM PROPERTY, LTD., a California limited partnership ("MAM"), RICHARD M. MARIANI, a married man ("Mariani"), and MARIANI BROS., a California general partnership ("Grantor"), and is as follows:

BACKGROUND INFORMATION

A. On December 27, 1985, Grantor entered into that certain Purchase Agreement by and between Grantor and Kaiser Sand and Gravel Company, a Delaware corporation ("Kaiser"), a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the "Purchase Agreement"), whereby Grantor granted Kaiser the Mineral Rights to a portion of the property commonly known as 9882 Eastside Drive and more particularly described on Exhibit "B" attached hereto and

incorporated herein by this reference (the "Property"). Unless otherwise stated herein, all initially capitalized terms shall have the meaning set forth in the Purchase Agreement.

Pursuant to the Purchase Agreement, Grantor granted to Kaiser certain Mineral Rights in Sub-Parcel A. Because Sub-Parcel A was not a legally subdivided parcel, Grantor provided Kaiser with a Grant Deed for Mineral Rights over Parcel 12, with an express reservation in Grantor to all of the right, title and interest of Sub-Parcel B, all as more fully set forth in the Purchase Agreement. A true and correct copy of the Grant Deed is attached hereto as Exhibit "C" and incorporated herein by this reference. Grantor and Kaiser also executed and recorded a Memorandum of Purchase giving record notice of the Purchase Agreement and Grantor's repurchase option to Sub-Parcel A. A true and correct copy of the Memorandum of Purchase is attached hereto as Exhibit "D" and incorporated herein by this reference.

B. Pursuant to the Purchase Agreement, a lot split was to be achieved following close of escrow of the Purchase Agreement, creating legally subdivided parcels of Sub-Parcel A and Sub-Parcel B. The lot split has not yet been completed.

C. Grantor, MAM and Mariani determined that it was not feasible to complete the lot split prior to conveyance of Parcel 12 to MAM and Mariani. Accordingly, Grantor and MAM and Mariani agreed to execute this Covenants Agreement and such additional documents as Grantor may deem necessary to comply with

the provisions of Section 1468 of the California Civil Code, in order that the covenants contained herein shall run with the Property (both before and after the lot-split referred to below in Section 1.1, Lot-Split), and with that portion of the land depicted as "Sub-Parcel A" in Exhibit "E" attached hereto and incorporated herein by this reference, over which Grantor currently owns a repurchase option as to the mineral rights thereon ("Grantor's Land").

STATEMENT OF AGREEMENT

1. Covenants. In connection with the conveyance of the Property by Grantor to MAM and Mariani, MAM and Mariani each hereby make the following covenants to Grantor, and Grantor hereby makes the following covenants to MAM and Mariani, which shall be binding upon each successor in interest to the Property (both before and after the lot-split referred to below in Section 1.1).

1.1. Lot-Split. MAM and Mariani covenant to cooperate with Grantor to obtain a lot-split whereby the Property will be divided into two legally subdivided parcels. Exhibit "E" is a true and correct copy of a proposed tentative parcel map depicting the lot-split. MAM and Mariani covenant in advance to accept the conditions to be imposed upon MAM and Mariani as owners of the Property by the County of Sonoma or such other governmental agency or agencies having jurisdiction over the

Property. Such conditions shall include, but not be limited to, dedication of a 25' right of way for the full frontage of Eastside Road.

1.2. Quitclaim By M.A.M. and Mariani. Upon completion of the lot-split, MAM and Mariani covenant to execute a quitclaim deed to Grantor whereby each MAM and Mariani quitclaims to Grantor all of its right, title and interest in the parcel depicted as "Sub-Parcel A" on Exhibit "E".

1.3. Quitclaim by Grantor. Upon completion of the lot-split, Grantor covenants to execute a quitclaim deed to each MAM and Mariani whereby Grantor quitclaims to each MAM and Mariani all of its right, title and interest in the parcel depicted as "Sub-Parcel B" on Exhibit "E".

1.4. Limitations On Use And Transfer. MAM and Mariani covenant and agree that pending completion of the lot-split, MAM and Mariani shall not sell, convey, assign, encumber, hypothecate or in any way transfer any interest in the parcel depicted as "Sub-Parcel A" on Exhibit "E". In addition, MAM and Mariani shall not have any right, now or at any future time, to take possession of or occupy the parcel depicted as "Sub-Parcel A" on Exhibit "E".

1.5. Assumption of Obligations. As owner of the parcel depicted as "Sub-Parcel B" on Exhibit "E", MAM and Mariani hereby covenant and agree to accept and fully perform Grantor's obligations as the prior owner of "Sub-Parcel B" pursuant to

Paragraphs 1, 2, 5(d), 10(b), 12(c), 12(e), 12(f) and 13 of the Purchase Agreement. Buyer covenants to indemnify and hold Grantor harmless from any and all damages, losses, causes of action, claims and costs (including attorneys' fees) arising out of Buyer's failure to perform said obligations.

1.6. Non-Assignment. MAM and Mariani acknowledge and agree that by executing and delivering the Grant Deed, Grantor has not assigned its rights under the Purchase Agreement, and MAM and Mariani further acknowledge that, except as to Paragraphs 5(a), 5(e) and 12(f), the benefits and burdens of which shall pass to MAM and Mariani, the additional consideration set forth in paragraph 5 of the Purchase Agreement shall accrue to Grantor and shall in no way pass to MAM and Mariani. Notwithstanding the foregoing, both MAM and Mariani and Grantor shall share the benefits and burdens under Paragraphs 5(d), 5(f), 5(g), 10(b) and 12(d) of the Purchase Agreement, and shall both execute such documents as are reasonably necessary to insure that such benefits and burdens accrue to each party, including, but not limited to, the execution of easements under Paragraph 5(d) of the Purchase Agreement to allow both Grantor and MAM and Mariani access. It is expressly agreed that MAM and Mariani shall have no right to the additional consideration referenced in Paragraphs 5(b), 5(c) and 5(h) and Paragraph 15 of the Purchase Agreement.

1.7. Appropriator's Rights. Notwithstanding anything to the contrary in Section 1.6, Non-Assignment, Grantor covenants and agrees to forthwith execute documents sufficient to assign to MAM and Mariani, or their assigns, the appropriated water rights designated as License for Diversion and Use of Water, Application 14762, Permit #9063, License #6886.

1.8. Repurchase Option. MAM and Mariani acknowledge and agree that Grantor has a repurchase option over Sub-Parcel A, which repurchase option is personal to Grantor. MAM and Mariani acknowledge and agree that the Memorandum of Purchase Agreement constitutes a prior right of Grantor to Sub-Parcel A.

2. Benefit and Burden of Covenants. MAM, Mariani and Grantor agree that each of the covenants set forth herein relates to the use, repair, maintenance or improvement of, or payment of taxes and assessments on, the Property or some part thereof and that said covenants are intended to burden the Property both before and after the lot-split and to benefit Grantor's Land (both before and after the lot-split). It is expected and intended that the Property will be conveyed to Thomas N. Jordan, Jr. Upon such conveyance he will be bound by and enjoy the benefits of this Covenants Agreement.

3. Successive Owners. Each and all successive owners of and other successors-in-interest to the Property (both before

and after the lot-split) or any interest in a portion thereof shall be bound by the covenants contained herein for the benefit of Sub-Parcel A and Sub-Parcel B for so long as Grantor, or an affiliate of Grantor owns all or any portion of such land but in no event longer than fifty (50) years from the date hereof. As used in this Covenants Agreement, the term "affiliate" shall mean any entity in which either of the general partners of Grantor have an ownership interest.

4. Attorneys' Fees. If any action is instituted between the parties in connection with this Covenants Agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's costs and expenses, including court costs and reasonable attorney's fees.

5. Termination. This Covenant Agreement shall automatically terminate fifty (50) days from the date hereof.

89020519

IN WITNESS WHEREOF, the parties hereto have executed
this Covenants Agreement effective as of the date first above
written.

GRANTOR:

MARIANI BROS., a California
general partnership

By: Richard M. Mariani
Richard M. Mariani
General Partner

By: MAM PROPERTY, LTD., a
California limited partnership

Mark A. Mariani
General Partner

M.A.M.:

Mark A. Mariani
MAM PROPERTY LTD, a California
Limited Partnership

By: Mark A. Mariani
General Partner

MARIANI:

Richard M. Mariani

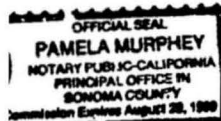
STATE OF CALIFORNIA, Sonoma
COUNTY OF Sonoma

On March 3, 1989, before me, the undersigned a Notary Public in and for
said State, personally appeared Richard M. Mariani

personally known to me (or proved to me on the basis of satis-
factory evidence) to be the person(s) whose name(s) is/are sub-
scribed to the within instrument and acknowledged to me that
he/she/they executed the same.

WITNESS my hand and official seal.

Signature



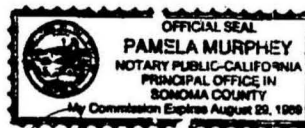
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5525H '030289

89020519

County of Sonoma
State of California

On March 7, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Zanzi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as witness thereto, who being by me duly sworn, deposed and said: that he resides at Sonoma County; that he was present and saw Mark A. Mariani, personally known to him to be the Trustee under that certain Agreement dated 1/9/81 and personally known to him to be the general partner of M/M Property Ltd., a partnership, the partnership herein named and acknowledged to him that the partnership executed the same; and that affiant subscribed his name as a witness to said execution.

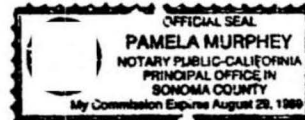


Pamela Murphey

39020519

County of Sonoma
State of California

On March 7, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Zanzi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: that he reside at Sonoma County; that he was present and saw Mark A. Mariani, personally known to him to be the Trustee under that certain Agreement dated 1/9/81 and personally known to him to be the General Partner of MAM Property Ltd., a partnership, said partnership being known to him to be one of the partners of Mariani Bros., a partnership, whose name is subscribed to the within and annexed instrument, execute the same as partner of MAM Property Ltd., and that said partnership executed the same as Partner of Mariani Bros., and that said last named partnership executed the same; and that affiant subscribed his name thereto as a witness to said execution.



89020519

EXHIBIT "A"

PURCHASE AGREEMENT

This agreement is entered into as of the 27th day of December, 1985 by and between Mariani Brothers, a California General Partnership (hereinafter "Seller"), and Kaiser Sand and Gravel Company, a Delaware Corporation (hereinafter "Buyer").

RECITALS

A. Seller is the owner of that certain parcel of real property (hereinafter "Parcel 12") consisting of approximately 129 acres located in the County of Sonoma, State of California, and more particularly described on Exhibit "A" attached hereto. Parcel 12 is likewise designated as such on the County Assessor's Parcel Map attached hereto as Exhibit "B".

B. Buyer has determined that a portion of Parcel 12 has certain sand and gravel deposits which Buyer desires to acquire and mine for use in Buyer's sand and gravel business.

C. Said sand and gravel deposits are located only on approximately ^{63.33 ROW}~~61.67~~ contiguous acres (hereinafter "Sub-Parcel A") of the total 129 acres comprising Parcel 12. Sub-Parcel A is located on the southwest portion of Parcel 12, and is to be distinguished from the approximately ^{65.67 ROW}~~67.33~~ acres (hereinafter "Sub-Parcel B") located on the northeast portion of Parcel 12 not containing said sand and gravel deposits. Said Sub-Parcels are likewise designated on Exhibit "B"; however, such designations are not to scale and are illustrative only, it being expressly understood that the precise dimensions of said Sub-Parcels are to be determined pursuant to the Survey described in Paragraph 12c below.

DSMB

D. Seller desires to sell to Buyer the rights to the sand and gravel deposits located on Sub-Parcel A pursuant to the terms and conditions hereinbelow set forth.

E. Both Seller and Buyer agree that the preferred procedure in accomplishing this sale is to legally subdivide Parcel 12 into a separate legal parcel comprising Sub-Parcel A and a separate legal parcel comprising Sub-Parcel B with the fee simple absolute title to Sub-Parcel A passing to Buyer and the fee simple absolute title to Sub-Parcel B remaining in Seller. However, both Seller and Buyer desire to accomplish this sale regardless of whether such a subdivision is possible. Moreover, both Seller and Buyer desire to complete said sale prior to December 31, 1985, a date by which such legal subdivision could not in any event be accomplished. Accordingly, both Buyer and Seller have determined, pursuant to the terms and conditions set forth below, to forthwith buy and sell respectively, the sand and gravel rights to the totality of Parcel 12 upon conditions that:

(i) Both parties cooperate in an immediate effort to complete the Survey of Parcel 12 described in Paragraph 12c below that will result in a parcel map accurately designating Sub-Parcel A, which is not to exceed ^{thirty three 33} ~~sixty-one~~ and ^{63.33} ~~67~~/100 (61.67) ^{acres} ~~acres~~, and Sub-Parcel B which is to contain the remaining acreage of Parcel 12.

(ii) Thereafter, both parties cooperate in an effort to subdivide Parcel 12 into two (2) legally separate parcels; and

(iii) Regardless of whether such subdivision effort is successful, and despite the grant of such sand and gravel

rights to the entirety of Parcel 12, Buyer shall have no right to occupy, or possess, enter upon, explore on or extract anything from Sub-Parcel B.

E. Both Buyer and Seller desire that Seller have an option to reacquire all interests in Parcel 12 acquired by Buyer hereunder at such time as Buyer's mining operations have been completed.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Grant of Mineral Rights:

a. Seller agrees to sell and Buyer agrees to purchase the mineral rights (hereinafter "Mineral Rights") to Parcel 12. Notwithstanding anything to the contrary implied or expressly contained in the statutory or decisional law of the State of California or the United States of America, the term "mineral" as used in this Agreement and in the grant deed described in Paragraph 6 below shall be limited to sand, gravel, overburden and related by-products.

b. With respect to Sub-Parcel A only, the Mineral Rights are to be conveyed together with the right to mine and remove said minerals by usual and customary methods of mining, including but not limited to, open pit and surface mining, and to reduce such minerals to possession, and together with the right of Buyer to erect all necessary buildings, fences, signs and machinery and equipment on Sub-Parcel A, and to construct and use roads across and over the surface of the ground of Sub-Parcel A for ingress and egress.

2. Intended Use:

Seller acknowledges that Buyer is purchasing the Mineral Rights for the express purpose of mining, by all usual and customary methods of mining, drilling and exploring for and storing, handling and removing sand and gravel from Sub-Parcel A as a commercially valuable commodity, and that the surface ground above Sub-Parcel A will be damaged or destroyed as a result thereof. The terms of all permit applications, mining plans, reclamation plans and the actions taken by Buyer in conducting mining operations on Sub-Parcel A shall be solely within the discretion of the Buyer so long as the Buyer complies with the requirements of the County of Sonoma and any other governmental agencies with jurisdiction to regulate its activities. Seller shall have no authority to dictate any terms of mining plans, reclamation plans or other aspects of the mining operation.

3. Seller's Disclaimer:

It is expressly understood that Buyer has conducted its own investigation, testing and other inspections with respect to the Mineral Rights and is satisfied with the existence, size, volume and quality of said Mineral Rights. Seller makes no representation or warranty as to the existence, size, volume or quality of said Mineral Rights.

4. Purchase Price:

The purchase price for the Mineral Rights shall be One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) payable in cash at close of escrow.

5. Additional Consideration:

As additional consideration for the purchase of

the Mineral Rights, Buyer undertakes the following obligations:

a. Well and Pump. Buyer shall at its expense cause a well to be drilled and new pump placed upon it on Sub-Parcel B. This well shall have a capacity of not less than the capacity of the existing well located on Sub-Parcel A. Said new well shall be for the sole and exclusive use of the Seller. Said new well shall be installed by Buyer prior to Buyer's commencement of mining operations but in no event later than September 3 1988.

b. Sand and Gravel. Over the eight (8) year period commencing January 1, 1986, Buyer shall without charge provide to Seller Four Thousand (4,000) tons of sand or gravel as specified by Seller FOB at Buyer's Windsor plant. Buyer shall be responsible for any sales taxes accruing because of these transactions.

c. Topsoil. From the overburden mined from Sub-Parcel A, Seller shall be entitled to Eight Thousand (8,000) tons of topsoil over an eight (8) year period following the time that Buyer first commences the removal of overburden. The topsoil shall be taken from Sub-Parcel A at Seller's expense and at a rate determined by Seller; provided, however, that: (i) Buyer shall be responsible to load said topsoil onto Seller's trucks at Buyer's expense; but (ii) Seller and Buyer shall cooperate to coordinate Seller's requests for such truck loading with Buyer's on site availability of loading equipment. Buyer shall be relieved of this obligation to provide topsoil to Seller if approved reclamation plans require the reuse of overburden in reclamation of the site.

d. Easement. Buyer owns an adjoining parcel, Assessor's Parcel No. 66-30-27 (hereinafter the "Argonaut Parcel"). There is a fifty (50) foot wide portion of the Argonaut Parcel which extends from the Russian River to the Eastside Road. Buyer shall grant to Seller a permanent easement for the use of that portion of the fifty (50) foot strip of property beginning at the northwest corner of Assessor's Parcel No. 66-30-26 and extending east to the Eastside Road for use in Seller's agricultural operations. The easement shall be nonexclusive, shall permit Buyer to retain the right to use the underlying fee for its own purposes for providing access to the remainder of the Argonaut Parcel.

e. Pumping Rights: Seller shall have the right to pump water either from the Russian River or from lakes created from Buyer's mining operations on Sub-Parcel A for use in Seller's agricultural operations on Sub-Parcel B so long as such pumping activity does not in any way interfere with Buyer's mining operations.

f. Fence. Buyer shall construct at its own expense, an eight (8) foot fence consisting of redwood support posts, even gauge poultry wire, and having three (3) strands of barked wire on the top. Said Fence shall run from the north line of the Molino Rancho southward along the Eastside Road to the northbound boundary of the Vinmark Vineyards property. Said fence shall be constructed prior to Buyer's commencement of mining operations but in no event later than one (1) year from the execution of this Agreement. In addition, Buyer shall provide reasonable security to the property once mining has commenced for

the purpose of excluding people from Sub-Parcel A.

g. Landscaping. When Buyer constructs levees and banks in connection with its mining operations, it shall maintain on them permanent landscaping in the form of trees of a variety which will grow to no more than twenty (20) feet in height and planted at a width that will allow such trees to grow together within five (5) years. Buyer shall provide ongoing maintenance and watering to such trees to assure their normal growth and continued health.

h. Consent for Passage. Buyer shall give its consent to Piombo Corporation or such other owner of Assessor's Parcel No. 66-30-11, which such parcel is also adjacent to Parcel 12, to construct and use a road across the Argonaut Parcel and then across a parcel to the south of the Argonaut Parcel known as the "Richardson Parcel" (which is also owned by the Buyer) so as to gain access to the Eastside Road. Such permission shall be in the form of a license revocable by Buyer for cause and expiring at the conclusion of the mining operations on Sub-Parcel A. The license shall forbid any action by its holder which would, in the sole opinion of Buyer, interfere with mining operations or other use of Sub-Parcel A, the Argonaut Parcel or the Richardson Parcel by the licensor. The parties acknowledge that Buyer has no authority or power to require that the licensee make use of the license and shall be under no duty to expend funds to make any improvements or inducements in connection with the license.

6. Title: At the close of escrow, Seller shall convey good and insurable title to the Mineral Rights to Buyer by a Grant Deed (hereinafter the "Grant Deed") in the form of

Exhibit "C" attached hereto, free and clear of all liens and encumbrances other than exceptions of record which do not materially affect the rights and interest granted Buyer hereunder or the ability of Buyer to utilize the property for Buyer's intended use.

7. Escrow: An escrow shall promptly be established with the Fidelity Title Insurance Company (hereinafter "Fidelity"), in San Jose, California. Prior to close of escrow, Buyer and Seller shall each deliver to Fidelity written escrow instructions in furtherance of the terms of this Agreement, and all documents required therefore, duly executed, and all funds necessary to complete the sale in accordance with the terms hereof. Such documents shall include a Memorandum of Agreement in the form of Exhibit "D" to be recorded concurrently with the recordation of the Grand Deed described in Paragraph 6 above. Such escrow shall close on or before December 31, 1985. Subject to the rights of Seller as set forth in Paragraph 12d below, Buyer shall be entitled to possession of Sub-Parcel A from and after close of escrow.

8. Title Insurance:

Willingness of Fidelity to approve and assure title without exceptions other than the exceptions described in Paragraph 6 above, shall be evidence of conveyance by Seller of good and insurable title to the Mineral Rights to Buyer. At close of escrow, Seller shall furnish to Buyer a standard California Land Title Association policy issued by Fidelity in the amount of the purchase price insuring to Buyer that title to the Mineral Rights is vested in fact and of record in Buyer subject

only to the exceptions described in Paragraph 6 above. Buyer shall pay the cost of the Title Insurance premiums. Seller shall pay the cost of all documentary transfer taxes. All other escrow costs and fees shall be divided equally between Buyer and Seller.

9. Williamson Act:

Parcel 12 is currently subject to a contract entered into by Seller pursuant to the California Land Conservation Act of 1965 and recorded at Book 3052, Page 130, Official Records of Sonoma County. Seller warrants that it has taken all necessary actions to cause the non-renewal or cancellation of the Williamson Act Contract in order to achieve termination of the Williamson Act Contract and removal of Parcel 12 from Williamson Act dedication on or prior to ^{February 28, 1990} ~~January 29, 1990~~. Seller further represents that resolution No. 65303 of the County Board of Supervisors for the County of Sonoma dated January 29, 1980 affecting Parcel 12 approved a non-renewal of the Williamson Act Contract effective ^{February 28, 1990} ~~January 29, 1990~~. Should the foregoing warranty not be true at the time of closing, Buyer shall be relieved of all obligations under this Agreement.

10. Covenants of Buyer:

a. Indemnity. Buyer agrees to and does hereby indemnify and hold Seller and Parcel 12 harmless from and against any claim, liability or expense, including attorney fees, arising out of or in connection with Buyer's or Buyer's agents, employees, contractors or consultants entry upon said Parcel 12, including both Sub-Parcel A and Sub-Parcel B thereof, either prior to or following close of escrow arising from the conduct of said mining operations or otherwise. Buyer agrees to keep Parcel

12, including both Sub-Parcel A and Sub-Parcel B thereof, free and clear of all liens and encumbrances, including, but not limited to, mechanics' liens arising from Buyer's mining operations. Buyer agrees to conduct its business and operations in accordance with the conditions of all licenses, permits and approvals from all governmental authorities having jurisdiction over Sub-Parcel A.

b. Reclamation. At the conclusion of mining operations hereunder and prior to giving Seller the notice provided for in Paragraph 15b below, Buyer shall, at its sole expense, timely satisfy all reclamation requirements of the County of Sonoma together with satisfying all requirements of any other governmental agency having jurisdiction over Sub-Parcel A in a fashion so as to return Sub-Parcel A to a condition consistent with use under the General Plan adopted by the County of Sonoma.

c. Other Obligations. Buyer agrees to perform timely all obligations wherever prescribed within this Agreement for the Buyer to perform.

11. Covenants of Seller:

a. Permit, Licenses and Approvals. Seller agrees to assist Buyer in every reasonable way in obtaining all necessary licenses, permits and approvals from all governmental authorities having jurisdiction over Parcel 12 which may be required to permit Buyer's intended use and to enter into, execute, and acknowledge all documents and instruments necessary to fulfill the intent of this Agreement. The covenant contained in this Paragraph 11(a) shall survive close of escrow.

b. Other obligations. Seller agrees to perform timely all other obligations wherever described in this Agreement for Seller to perform.

12. Use of Sub-Parcel A After Close of Escrow:

a. Seller's Use. Buyer acknowledges that Seller intends to utilize the ground surface of Sub-Parcel A to the fullest extent permitted by law and consistent with the Williamson Act Contract until such time as Buyer commences Buyer's intended use of Sub-Parcel A.

b. Buyer's Use. Seller acknowledges that Buyer's intended use of Sub-Parcel A will interfere with use of the ground surface of Sub-Parcel A by Seller, including but not limited to damage or destruction to growing crops or other valuable surface areas of Sub-Parcel A. Seller agrees that at such time as Buyer commences Buyer's intended use of Sub-Parcel A, Seller shall (i) modify its use of the ground surface of Sub-Parcel A to avoid interference with Buyer's intended use thereof; and (ii) hold Buyer harmless from and against any damage, destruction or loss to crops or other valuable surface areas of Sub-Parcel A caused directly or indirectly by or in any way attributable to Buyer's intended use of Sub-Parcel A.

c. Survey. Buyer and Seller shall forthwith cause a Survey to be prepared which shall precisely identify the location and size of Sub-Parcels A and B within Parcel 12; it being expressly understood that the size of Sub-Parcel A shall not exceed sixty-one and ^{three}33/100 (63 ³³33) acres of the total 129 acres comprising Parcel 12. Said survey shall be completed prior to Buyer's commencing mining operations hereunder.

d. Seller's Rights in Sub-Parcel B. Despite Seller's grant of the Mineral Rights in the entirety of Parcel 12 to Buyer, Buyer shall have no right whatever, now or at any future time, to take possession of, occupy, conduct mining operations on, or in any other fashion, interfere with Seller's peaceful occupation and quiet enjoyment of Sub-Parcel B.

e. Easement. Seller hereby agrees not to grant any easements or rights of use in the surface of the ground above Sub-Parcel A inconsistent with or in any manner interfering with Buyer's intended use of Sub-Parcel A.

f. Property Taxes. The parties recognize that each should bear its own share of the property taxes assessed against their respective interest. Prior to the occurrence of the subdivision described in Paragraph 13 below, or in the event that such subdivision does not occur, the parties shall share the property taxes in relation to the relative values of their respective interests. If the parties are unable to agree upon such relative values, the matter shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

13. Subdivision:

Immediately upon the completion of the Survey described in Paragraph 12c, the Seller shall file an application for a minor subdivision with the Planning Department of Sonoma County. In that application, Seller will seek to divide Parcel 12 into two (2) separate legal parcels, one with respect to Sub-Parcel A and one with respect to Sub-Parcel B. All costs of such subdivision effort shall be borne ~~fifty percent (50%)~~ by *RA's*

Rob
~~Seller and fifty percent (50%)~~ by Buyer. Buyer and its representatives shall cooperate in any necessary way with Seller to advance said subdivision application. Seller shall use its best efforts to complete the subdivision in a timely manner. Upon completion of the subdivision application and recording of the final parcel map, Seller shall tender to Buyer a grant deed relating to Sub-Parcel A's surface rights and which results in Buyer owning Sub-Parcel A in fee simple absolute. Concurrently therewith, Buyer shall tender to Seller a grant deed relating to Sub-Parcel B's mineral rights and which results in Seller owning Sub-Parcel B in fee simple absolute.

14. Cooperation for Merger:

a. As noted in Paragraph 5d above, Buyer owns an adjoining parcel of land to Parcel 12 designated as the Argonaut Parcel. Buyer may wish to eliminate the boundary line between the Argonaut Parcel and Sub-Parcel A.

b. In the event that the subdivision referred to in Paragraph 13 above is successful, Buyer may eliminate such boundary line subject to Buyer's obligations as set forth in Paragraph 14d below.

c. In the event the subdivision effort described in Paragraph 12 above is unsuccessful, at Buyer's request, Seller shall take all reasonable steps to cause said boundary line to be eliminated. Buyer shall be responsible for all costs and expenses in connection therewith.

d. In the event Buyer chooses to exercise its right to eliminate said boundary line, it is the strong preference of both Buyer and Seller that at the conclusion of the

mining of Sub-Parcel A, a parcel substantially the same as that existing prior to such boundary line elimination be recreated by land division, lot line adjustment or otherwise, all at the expense of Buyer. Accordingly, within twenty-four (24) months following the conclusion of its mining of said sand and gravel deposits, Buyer shall, at its sole cost and expense, take all steps necessary to: (i) legally recreate such parcel; or (ii) advise Seller of its good faith conclusion, supported by an opinion of counsel, that such parcel recreation is not then legally possible.

15. Option to Repurchase:

a. Option. Seller shall have, and is hereby granted, an option to repurchase all interests acquired by Buyer hereunder at such time as Buyer has concluded its mining of said sand and gravel deposits.

b. Notice: Buyer shall give Seller written notice of the availability of such interests for resale within 30 days following Buyer's completion of all of the following activities:

- (1) mining of the sand and gravel deposits;
- (2) restoration and reclamation obligations as set forth in Paragraph 10b above; and
- (3) parcel recreation obligations as set forth in Paragraph 14d above.

c. Reply: Seller shall have a period of One Hundred Eighty (180) days after its receipt of the notice described in Paragraph 15b within which to exercise said option to repurchase.

d. Additional Option. In the event that Buyer is legally prohibited from satisfying the parcel recreation provisions of Paragraph 14d above, Seller shall then also have an option to purchase the Argonaut Parcel which may only be exercised by Seller concurrently with its exercise of the option described in Paragraph 15a above.

e. Repurchase Price. In the event Seller exercises the option described in Paragraph 15a only, the purchase price shall be One Dollar (\$1.00). If Seller also exercises the additional option described in Paragraph 15d above, the purchase price shall be One Dollar (\$1.00) plus the then fair market value of the Argonaut Parcel. If the parties should fail to agree about such fair market value of the Argonaut Parcel within thirty (30) days after Seller's reply to Buyer of Seller's exercise of such option, the matter shall be settled under the Commercial Arbitration Rules of the American Arbitration Association. The costs of such arbitration shall be borne equally by the parties. In such event, Seller's options shall run for a period of One Hundred Eighty (180) days following the determination of such fair market value of the Argonaut Parcel.

16. Farm Lease.

Until such time as Buyer commences its mining activities hereunder, Seller shall have the right to lease Sub-Parcel A from Buyer for farming purposes for an annual rental of One Dollar (\$1.00). Prior to January 1st of the year in which Buyer intends to commence its mining activities hereunder, Buyer shall give Seller written notice that Seller's right to continue farming is no longer available. In the event that such a notice

is not sent and Buyer nonetheless chooses to commence its mining operations during a year after which Seller has expended funds in such farming operation but prior to Seller's completion of harvest, Buyer shall reimburse Seller for Seller's direct costs actually expended in such farming operation but in no event shall such reimbursed amount exceed Ten Thousand Dollars (\$10,000.00).

17. General Provisions

a. Notices. All notices, demands or requests to be given to the parties shall be in writing, delivered personally or by depositing the same in the United States Mail, postage prepaid, registered and addressed to Seller or Buyer at the addresses shown opposite their names on the execution page of this agreement. Each notice, demand or request shall conclusively be deemed to have been received, if delivered personally, upon such personal delivery, or, if mailed, 72 hours after the deposit thereof in the United States Mail.

b. Commissions. No real estate commissions of any kind are payable by virtue of the transaction contemplated by this agreement. Each party represents to the other that it has not entered into any agreement or incurred any obligation which might result in the obligation of the other party to pay a sales commission, brokerage commission or finder's fee on this transaction to any person or entity. Each party shall indemnify, defend and hold harmless the other from claims, demands or judgments arising by reason of any breach of this paragraph 17b. The obligations of this paragraph 17b shall survive close of escrow.

c. Time of the Essence. Time is of the essence

of this agreement and of each of the provisions hereof.

d. Severability. If any one or more of the provisions of this agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all the other provisions of this agreement and all other applications of such provision shall not be affected thereby.

e. Participation. All parties hereto have equally participated in the preparation of this agreement and the Grant Deed.

f. Successors. All terms and provisions of this agreement shall be binding upon and shall inure to the benefit of, and be enforceable by the respective assigns and successors of Seller and Buyer.

g. Survival. All covenants, warranties and obligations of Buyer and Seller as particularly specified in this agreement shall survive close of escrow, and the execution and recording of the Grant Deed to Buyer.

h. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or any agreement or instrument delivered pursuant to this agreement, or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs.

i. Entire Agreement. Any agreements, warranties or representation not expressly contained herein shall in no way bind either Buyer or Seller and Seller and Buyer expressly waive

all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this agreement. This agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, whether written or oral, between Seller and its agents and Buyer and its agents with respect to the subject property or this agreement. This agreement constitutes the entire agreement between the parties hereto and no addition to, or modification of, any term or provision of this agreement shall be effective until and unless set forth in a written instrument signed by both Seller and Buyer or their respective successors in interest.

j. Remedies. Buyer and Seller shall each be entitled to any remedy available at law or in equity in the event of a breach of this agreement by the other.

k. Cooperation. Buyer and Seller each agree to sign documents and cooperate when reasonably requested by the other to allow for the fulfillment of the intentions of the parties as set forth herein.

l. Exhibits. All exhibits attached to this agreement shall be deemed to be incorporated herein by the individual reference to each such exhibit, and all such exhibits shall be deemed to be a part of this agreement as though set forth in full in the body of the agreement. In the event of any inconsistencies between the terms and provisions of the agreement and an exhibit, the terms of the agreement shall control.

m. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the

State of California.

n. Authority. Buyer warrants that it is a corporation validly formed in accordance with the laws of the State of California and that the individual executing this agreement on behalf of said corporation is duly authorized to execute and deliver this agreement on behalf of said corporation in accordance with the articles and bylaws thereof. Seller warrants that it is a general partnership validly formed in accordance with the laws of the State of California and that the individual executing this agreement on behalf of said general partnership is duly authorized to execute and deliver this agreement on behalf of said partnership in accordance with the partnership's agreement and certificate of general partnership.

o. Headings. The paragraph headings used in this agreement are for convenience of reference only. They shall not be construed to limit or extend the meaning of any part of this agreement and shall not be deemed relevant in resolving any question or interpretation or construction of any section of this agreement.

IN WITNESS WHEREOF, this agreement is executed by the undersigned parties on the date hereinabove set forth.

Address:
c/o
Mariani Packing Company
320 Jackson Street
San Jose, CA 95112-3285

SELLER:
MARIANI BROS.,

By Richard M. Mariani
Richard M. Mariani,
General Partner

By MAM PROPERTY, LTD.
a California limited partnership,
General Partner

By Mark A. Mariani
Mark A. Mariani,
General Partner

09020519

Address:

QAD
Num
PO Box 580
3311 Stanley Boulevard
Pleasanton, CA 94566

BUYER:

Kaiser Sand & Gravel Company
a Delaware corporation

By

R. L. Paul
Its *President*

9020519

ORDER NO: 59179-TO

00007001

EXHIBIT "A"

DESCRIPTION:

All that real property situate in the County of Sonoma, El Molino Rancho State of California, described as follows:

PARCEL ONE:

BEING the Southwest quarter of Section 10, T. 8 N., R. 9 W., S. 1 Survey M.D.M., and a fractional portion of the quarter section adjoining the same on the West, described as commencing at the Southwest corner of the Southeast quarter of Section 10, T. 8 N., R. 9 W., M.D.M.; and running thence westerly along the Section line to the Southwest corner of the land formerly owned by J. V. Calhoun and being the agreed Southwest corner of said Calhoun's land referred to and established between J. V. Calhoun and A. L. Warner, J. S. Warner and M. T. Frost, by an agreement in writing dated October 22, 1890, and recorded October 23, 1896 in Liber "B" of Bonds and Agreements, page 118, Sonoma County Records; thence North 78 degrees East along the agreed line described in said Agreement to the point of intersection with the line between the Setepoma Rancho and the El Molino Rancho, being also the line between the Hotchkiss Ranch and the Calhoun Ranch; thence East along said dividing line to the Northwest corner of the Southwest quarter of said Section 10; thence South to the point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to Hein Bros. Sawmill & Company by deed recorded January 24, 1954 in Book 1410 of Official Records, page 1; and particularly described as follows:

BEING a portion of the Southeast one-quarter of Section 9 and the Southwest one-quarter of Section 10, T. 8 N., R. 9 W., M.D.B. & M.

BEGINNING at 3/4" iron pipe marking the Northwest corner of the Calhoun Ranch, as described in the Decree of Distribution recorded in Book 880, Official Records, at page 431, Sonoma County Records, said point bears West 3317.23 feet from an iron pipe set in concrete marking the center of Section 10, T. 8 N., R. 9 W., M.D.B. & M.; thence East 2547.24 feet to a point in the center of the East Side Road, a County Road; thence along the center of said road, South 50.00 feet; thence leaving said road, West 2239.92 feet; thence South 1350.00 feet; thence East 504.21 feet; thence South 1247.47 feet to a point which is 50.00 feet North of the South line of said Calhoun Ranch and herein designated "Point A"; thence along a line, parallel to and 50.00 feet distant from the South line of said Calhoun Ranch, South 89 degrees 45' West 230.43 feet; thence West 889.36 feet to the West line of said Calhoun Ranch, an agreed line as described in Liber "B" of Bonds and Agreements at Page 118, Sonoma County Records and herein designated "Point B"; thence along the agreed line North 6 degrees 34' East 2645.97 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to The County of Sonoma, by Deed dated October 31, 1937, recorded December 20, 1937 in Book 1562 of Official Records, page 416, Sonoma County Records.

continued

EXHIBIT "B"

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EXHIBIT B

[To be provided by title company]

~~XXXXXXXXXX~~

EXHIBIT "C"

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82-24/1989 11:31 First American-Healdsburg

Vol 431 2915 P.29
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RECORDS REQUESTED BY:
MULTI-TAX STATEMENT TO

SEEK AS BEFORE

WHEN RECORDED MAIL TO

Kaiser Sand and Gravel Company
P.O. Box 580
Pleasanton, California 94566

RECEIVED
COUNTY CLERK
SANTA CLARA COUNTY, CALIF.
RECEIVED
COUNTY CLERK
SANTA CLARA COUNTY, CALIF.

SANTA CLARA COUNTY
DOCUMENTARY TRANSFER TAX
PAID \$ 1,325.00

GRANT DEED (PARTNERSHIP)

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ 1,325.00.
() Computed on full value of property conveyed, or
() Computed on full value less value of liens and encumbrances existing at time of sale.
() Unincorporated area () City of
Tax Parcel No.

MARIANI BROS.,
a partnership

FOR A VALUABLE CONSIDERATION, HEREBY GRANT TO
KAISER SAND AND GRAVEL COMPANY,
a California corporation

Real property in the County of Santa Clara State of California, described as:
the right to all sand, gravel and related byproducts situated at a depth of five (5) feet or more below the surface of the property described on Exhibit "A" attached hereto and made a part hereof, together with the overburden overlying such sand, gravel, and related byproducts (such sand, gravel, byproducts and overburden being hereinafter collectively called "Transferred Minerals"), and including the right to mine and remove such Transferred Minerals by usual and customary methods of mining, including but not limited to open pit and surface mining, and to reduce such Transferred Minerals to possession, and together with the right to erect all necessary buildings, fences, signs, machinery and equipment, and to construct and use roads over and across the surface of the property described on Exhibit "A" for ingress and egress. Grantor reserves to itself ownership of all other minerals and geothermal resources, together with all related rights of mining and surface use; provided, however, that such reserved mining and surface rights shall not be exercisable in any manner or at any time which will in any way impair, diminish or impede the full use and enjoyment by the Grantee of the rights hereby granted.

MARIANI BROS., a partnership
by M.A.M. PROPERTY, LIMITED

Dated: December 27, 1983

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
On December 27, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Mark A. Mariani and Richard Mariani

By Mark A. Mariani - Trustee under
Trust Agreement dated January 9, 1981 -
General Partner

By Richard Mariani - General Partner

Witness to me in the presence of the partnership
that executed the within instrument, and acknowledged to

NOTARY SEAL
OFFICIAL SEAL
NANCY L. WERN
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires July 28, 1985

82/24/1989

11:26

First America - Healdsburg

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WHEN RECORDED MAIL TO:

Murray & Murray
A Professional Corporation
550 Hamilton Avenue
Suite 211
Palo Alto, CA 94301

County of Santa Clara

12/27/85

a-2-14-2

RECORDED

COUNTY CLERK

SANTA CLARA COUNTY, CALIF.

Christina

MEMORANDUM OF PURCHASE AGREEMENT

This agreement is entered into as of the 27th day of December, 1985, by and between: Mariani Prothers, A California General Partnership (hereinafter "Seller") and Kaiser Sand and Gravel Company, A Delaware Corporation (hereinafter "Buyer").

Seller and Buyer have entered into a Purchase Agreement of even date herewith (hereinafter the "Purchase Agreement"), pursuant to which Seller has executed and delivered to Buyer, and Buyer has caused to be recorded immediately prior to the recording of this Memorandum, a grant deed (hereinafter the "Deed") conveying to Buyer certain mineral rights in the property (hereinafter "Parcel 12") described on Exhibit "A" attached hereto and made a part hereof.

Pursuant to the terms of the Purchase Agreement, the provisions of which survive the recording of the deed, and which are binding upon the successors and assigns of the parties hereto, Seller and Buyer agree that Buyer's exercise of its mineral rights under the Deed is and shall be limited to a portion of Parcel 12 as further described in said Purchase Agreement.

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Further, Seller is granted an option to purchase all of Buyer's interests in Parcel 12 or any portion thereof at such time as Buyer has concluded its mining operations.

Reference is made to the Purchase Agreement for further particulars.

IN WITNESS WHEREOF, this Memorandum is executed by the undersigned parties on the date hereinabove set forth.

SELLER:

MARIANI BROS.,

By Richard M. Mariani
Richard M. Mariani,
General Partner

By HAN PROPERTY, LTD.
a California limited partnership,
General Partner

By Mark A. Mariani
Mark A. Mariani,
General Partner

KAISER SAND & GRAVEL COMPANY
A Delaware Corporation

By John H. Gault
Its President

1007
12/26-1

89020519

Corporation Acknowledgment

STATE OF CALIFORNIA

County of San Luis ObispoOn this 22nd day of December, in the year 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert A. Goodpersonally known to me (or, vered to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Robert A. Good or on behalf of the corporation therein named, and acknowledged to me that such corporation executed it.

I WITNESS my hand and official seal.

Henry P. Fisher
Notary Public in and for said County and State.

800-17



80087892

Fidelity National Title

STATE OF CALIFORNIA

County of San Luis ObispoOn this 22nd day of December, in the year 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert A. Good and Richard Martinez personally known to me to be (or, proved to me on the basis of satisfactory evidence) the person (or, persons) who executed this instrument as (or, one of) the partnership and acknowledged to me that the partnership executed it.

I WITNESS my hand and official seal.

Henry P. Fisher
Notary Public in and for said County and State.

12-30



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EXHIBIT E

[To be provided by title company]

(According to the terms of the attached agreement the descriptions for SubParcels A and B referred to as Exhibit E hereinabove are to be provided as part of the future lot split and are not available at date of recording: F&TICO.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region
777 Sonoma Avenue, Room 325
Santa Rosa, California 95404-4731

August 22, 2024

David Rabbitt
Chair, Sonoma County Board of Supervisors
575 Administration Drive, Room 102A
Santa Rosa, California 95405

Dear Chairman Rabbitt:

This letter communicates NOAA's National Marine Fisheries Service's (NMFS) support for the proposed Russian River Floodplain Restoration Project (File number PLP23-0014; hereafter, "Project"), which will restore a functional floodplain at a former gravel quarry near the town of Windsor. NMFS is responsible for conserving threatened and endangered marine species under the federal Endangered Species Act (ESA), and ESA-listed Central California Coast (CCC) coho salmon (*Oncorhynchus kisutch*), CCC steelhead (*O. mykiss*), and California Coastal Chinook salmon (*O. tshawytscha*) reside within the Russian River watershed.

Floodplains provide numerous ecological services, such as storing flood flow, recharging groundwater, filtering surface water pollutants, and providing important habitat for numerous species. Specific to salmon and steelhead, floodplains provide areas of slow water velocity, high food productivity, and complex cover where juvenile salmonids can escape to during high flows. Currently at the Project site, reclamation ponds, a relic from past gravel mining, create optimal warm-water habitat for several non-native fish species that prey on juvenile salmonids. Fish and other aquatic organisms can enter the ponds, and pond fish can enter the river, when high winter flows can overtop the berm isolating the ponds from the river. The ponds also degrade water quality and act as a source for excess nutrients and methylated mercury. We urge the Sonoma County Board of Supervisors to support this important, multi-benefit restoration project.

NMFS appreciates the opportunity to weigh in on the proposed Russian River Floodplain Restoration Project. If you have any comments or questions regarding this letter, please contact Mr. Rick Rogers at rick.rogers@noaa.gov, or 707-578-8552.

Sincerely,

Joshua Fuller
North Coast Branch Supervisor
North-Central Coast Office

cc: Robert Pennington, Sonoma County PRMD (Robert.Pennington@sonoma-county.org)



From: [Rick Rogers - NOAA Federal](#)
To: [Robert Pennington](#)
Subject: Hanson Pond letter
Date: Friday, August 23, 2024 10:12:49 AM
Attachments: [2024-08-22 NMFS support letter re Hanson Pond.pdf](#)

EXTERNAL

hi robert,
sorry for the delay in getting this letter out, but I'd like to submit the attached letter in support of the Hanson Ponds floodplain restoration project for the record.

hope you are enjoying the summer,

R

--

Rick Rogers (he/him)
Fish Biologist
Instream Flow Coordinator
NOAA Fisheries West Coast Region
U.S. Department of Commerce
Santa Rosa Area Office
Office: 707-578-8552
Mobile: N/A
rick.rogers@noaa.gov
www.westcoast.fisheries.noaa.gov

"When the last tree is cut, the last fish is caught, and the last river is polluted; when to breathe the air is sickening, you will realize, too late, that wealth is not in bank accounts and that you can't eat money." Native American saying



THIS EMAIL ORIGINATED OUTSIDE OF THE SONOMA COUNTY EMAIL SYSTEM.

Warning: If you don't know this email sender or the email is unexpected,
do not click any web links, attachments, and **never** give out your user ID or password.

From: [Don McEnhill](#)
To: [Robert Pennington](#)
Subject: PLP23-0014 Letter of Support
Date: Wednesday, July 17, 2024 3:02:51 PM
Attachments: [PLP23-0014 RR Floodplain Restoration Support Ltr 17July24.pdf](#)

EXTERNAL

Dear Mr Pennington,

Please find the attached letter of support for the Russian River Floodplain Restoration Project Use Permit application PLP23-0014. If you have any trouble viewing the letter or have any questions, please let me know.

Sincerely,
Don

Don McEnhill (he, him, él)
Executive Director
Russian Riverkeeper
www.russianriverkeeper.org
707-723-7778

"During the dry years, the people forgot about the rich years and when the wet years returned, they lost all memory of the dry years. It was always that way" John Steinbeck, East of Eden

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From: [Angelica Young](#)
To: [Bob Haroche](#)
Cc: [James Gore](#); [district4](#); [Tennis Wick](#); [John Mack](#); [Jennifer Klein](#)
Subject: Re: PLP23-0014 Hanson Floodplain Restoration Project
Date: Friday, October 25, 2024 3:02:04 PM
Attachments: [2024 10 25 Final Ltr-Haroche re PLP23-0014.pdf](#)
[image001.jpg](#)

Mr. Haroche –

Please find attached the letter from Jennifer Klein, Chief Deputy County Counsel;
Re: PLP23-0014 Hanson Floodplain Restoration Project.



=====Confidentiality Statement=====

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ROBERT H. PITTMAN, COUNTY COUNSEL

575 Administration Drive, Room 105A
Santa Rosa, CA 95403

P: (707) 565-2421

F: (707) 565-2624

Assistant County Counsel
DEBBIE F. LATHAM

Chief Deputy County Counsels

JENNIFER C. KLEIN
CORY W. O'DONNELL
ADAM L. BRAND
JOSHUA A. MYERS
TASHAWN C. SANDERS

October 25, 2024

Via Email Only: bob@haroche.law

Bob Haroche

Haroche Law

121 North Main Street, Ste 210

Sebastopol CA 95472

Re: PLP23-0014 Hanson Floodplain Restoration Project

Dear Mr. Haroche:

I'm writing in response to your October 2, 2024, letter to Supervisor Gore seeking his assistance in facilitating the Hanson Floodplain Restoration Project for which a use permit application is currently pending (PLP23-0014). The applicant is Endangered Habitats Conservancy.

The Russian River Floodplain Restoration Project proposes to restore a functional floodplain at a former gravel quarry of approximately 358-acres along the middle reach Russian River near Windsor, CA. The proposed natural process-based project design is intended to improve the functions and values of the Russian River for ecological benefit, flood management, improved water quality and public enjoyment. The proposal also includes limited public access including public parking off Eastside Road, trail system, and small boat-in campground. The project proposes removal of Mineral Resources (MR) combining zone from APNS 066-300-049, 066-300-011, 066-300-027, 066-290-049, and 110-110-016, and change in General Plan land use and base zoning from Land Intensive Agriculture (LIA) to Land Extensive Agriculture (LEA) for APNs 066-300-011, 110-110-015 and 110-110-016.

Based on my review of recorded documents, the Mariani Brothers do not currently hold title to any parcel that is the subject of the application. I reviewed Official Records 1989020519 and 1990039711 through 1990039717. I see that the Purchase Agreement that Mariani Brothers (Sellers) and Kaiser Sand and Gravel Company (Buyer) executed provides the Mariani Brothers a contractual option to repurchase "all interests acquired by Buyer hereunder at such time as Buyer as concluded its mining of said sand and gravel deposits". My understanding is that the option has not been exercised.

You previously wrote to Permit Sonoma on March 4, 2024, objecting to the Project. You indicated the Marianis intend to exercise their contractual option to repurchase in the future and that their position is that their consent to the CUP application is required because they are the

October 25, 2024

Page 2

“inevitable future landowners”. Landowners consent is required on the application form. Based on my review of the recorded title history, your client does not currently hold title to the property, is not the landowner, and as a result their consent to the processing of the application is not required. However, please let me know if your client obtains title to the property and provide a copy of the deed evidencing title.

Of course, just because your client does not hold current title, does not mean they are not interested in the outcome of the pending application. I expect they will participate in the public process, and your letters to date will be included in the record for the Project. Based on your letters, it appears your client cares about resolving issues that may be outstanding with the current property owner related to the contractual option to repurchase. I encourage the parties to that agreement to continue to seek to resolve whatever outstanding issues exist.

As proposed, the project, which includes a zone change, will require consideration and action by the Board of Supervisors, following consideration and recommendation by the Planning Commission. For a variety of reasons, including to maintain their position as unbiased decisionmakers, it is best if members of those bodies do not involve themselves in matters outside of public hearings on the project that may affect the outcome of the ultimate hearing on the project. However, I am happy to meet with you to discuss your client’s concerns, but please understand that it is not advisable for Supervisor Gore or any member of the Board or Planning Commission that may sit as a decisionmaker on Project application to involve themselves in the project or any dispute between your client and the applicant or landowner during the pendency of the project application.

Thank you for your understanding. If you like, I will hold Friday November 1, 2024, 1-2 pm for an in person or virtual meeting or call to discuss this matter and your client’s concerns. Please let me know.

Best Regards,

Jennifer Klein
Chief Deputy County Counsel

Cc: Sup. James Gore, District 4
Tennis Wick, Director, Permit Sonoma
John Mack, Division Manager, Natural Resources, Permit Sonoma



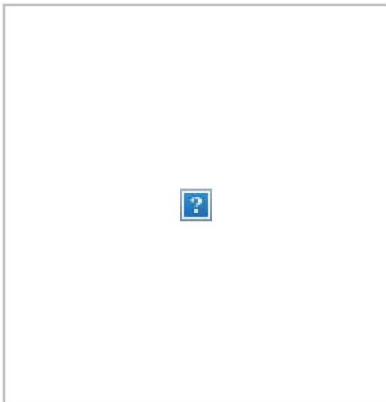
From: [Max Bell Alper](#)
To: [Robert Pennington](#)
Cc: [david Sotelo Escobedo](#); [Connor DeVane](#); [Taylor Davison](#)
Subject: Re: Support PLP23-0014 Russian River Floodplain Restoration Project
Date: Saturday, July 20, 2024 12:05:05 PM
Attachments: [NBjwJ Hanson Letter.pdf](#)

EXTERNAL

Please see the attached letter...

--

Max Bell Alper
Executive Director
[North Bay Jobs with Justice](#)
(510) 504-8225
pronouns: he/they



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July 17, 2024

Permit Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403
Attn: Robert Pennington
Robert.Pennington@sonoma-county.org

Re: Support PLP23-0014 Russian River Floodplain Restoration Project

Dear Mr. Pennington,

We support the Russian River Floodplain Restoration Project which is an important restoration need for the river and community.

We are a grassroots coalition of over 30 community and labor organizations working for economic, racial, and climate justice. In addition to the environmental benefits, this restoration project will be critical in creating jobs with family sustaining wages for low-wage immigrant and Indigenous workers. Furthermore, through our collaboration with Russian RiverKeeper, we have been able to develop opportunities for immigrant and Indigenous to gain public access to more open space in the community and along the river, and this project can enhance those experiences.

In their current form the 360 acre project area containing four gravel pits degrades the health of the river and our environment. The pits produce toxic methyl mercury, export warm water to the river and trap endangered salmon after floods. The gravel pits are also providing nursery habitat for many invasive plant species such as pepperweed and scarlet wisteria. Along with other gravel pits in the area and historic channelization of the river we have lost former salmon spawning and rearing habitat in the middle reach of the river.

Through restoring this property and filling the gravel pits we can restore the past beneficial function of seasonal off channel wetland habitat. This will eliminate the current negative impacts and provide the following benefits to our community:

- Create over 160 acres of seasonal wet meadow, riparian and wetland habitat and 10 acres of off-channel pool habitat ideal for salmonid rearing
- Improve water quality by stopping mercury methylation process, eliminate summer harmful algal blooms and reduce elevated temperatures in the river
- Eliminates open water habitat and associated non-native fish that prey on native salmon
- Halts riverbed degradation and high scour rates by reducing river flood elevations and river velocity that will protect private property and increase habitat for salmon
- Supports and increase groundwater recharge rates in a high water use zone of the river
- Enhance ecosystem function by restoring the connectivity between the river channel and off channel floodplain habitats and riparian and upland habitats
- Promotes recovery of native flora and fauna by restoring natural river processes

- Creation of a new county regional park with facilities that are compatible with the restoration goals to expand outdoor experiences for our community and visitors

We're eager to see this project proceed and help restore our river to be more resilient in the face of climate change and benefit our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'MBA', followed by a horizontal line extending to the right.

Max Bell Alper
Executive Director
North Bay Jobs with Justice

From: [Charlie Schneider](#)
To: [Robert Pennington](#)
Subject: Support PLP23-0014 Russian River Floodplain Restoration Project
Date: Tuesday, August 6, 2024 7:38:56 PM
Attachments: [PastedGraphic-1.png](#)
[RR Floodplain Restoration LOS.pdf](#)

EXTERNAL

Dear Robert,

I hope you are doing well. Please find attached a letter of support for the Russian River Floodplain Restoration Project from the California Salmon and Steelhead Coalition (CalTrout, The Nature Conservancy and Trout Unlimited).

Best,

Charlie Schneider (he/him)
Lost Coast Project Manager
C: 707.217.0409



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From: [neilh20](#)
To: [Robert Pennington](#)
Subject: Support PLP23-0014 Russian River Floodplain Restoration Project
Date: Monday, July 22, 2024 6:48:39 PM

EXTERNAL

Permit Sonoma
2550 Ventura Avenue
Santa Rosa, CA 95403
Attn: Robert Pennington

Dear Mr. Pennington,

I support the Russian River Floodplain Restoration Project which is an important restoration need for the river and community.

In their current form the 360 acre project area containing four gravel pits degrades the health of the river and our environment. .

This is an opportunity to restore the past beneficial function of seasonal off channel wetland habitat. This will eliminate the current negative impacts and provide the following benefits to our community:

- Create over 160 acres of seasonal wet meadow, riparian and wetland habitat and 10 acres of off-channel pool habitat ideal for salmonid rearing
- Enhance ecosystem function by restoring the connectivity between the river channel and off channel floodplain habitats and riparian and upland habitats
- Creation of a new county regional park with facilities that are compatible with the restoration goals to expand outdoor experiences for our community, through river access of kayaks.

Sincerely,
Neil Hancock, 8166 Arthur Str, Cotati, CA 94931

--

~~~~~  
Neil Hancock

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---

**From:** Bowen, Michael@SCC <[Michael.Bowen@scc.ca.gov](mailto:Michael.Bowen@scc.ca.gov)>  
**Sent:** Thursday, December 5, 2024 12:39 PM  
**To:** PlanningAgency <[PlanningAgency@sonoma-county.org](mailto:PlanningAgency@sonoma-county.org)>  
**Cc:** Robert Pennington <[Robert.Pennington@sonoma-county.org](mailto:Robert.Pennington@sonoma-county.org)>; Michael Beck  
([beckehl@icloud.com](mailto:beckehl@icloud.com)) <[beckehl@icloud.com](mailto:beckehl@icloud.com)>; Nancy Schaefer <[nschaefer1@comcast.net](mailto:nschaefer1@comcast.net)>  
**Subject:** File PLP23-0014 - Endangered Habitats Conservancy

## EXTERNAL

Honorable Planning Commissioners:

On behalf of the Coastal Conservancy, I write in strong support of the aforementioned recommendation and urge your approval of staff's recommended actions. We applaud the leadership and energy staff has dedicated to this historic and unprecedented ecosystem restoration, climate resilience and public access improvement project.

The Coastal Conservancy has supported the development of this project since our first grant award in 2012. Since that time, a variety of partners have worked with County staff to advance what is likely one of the largest ecosystem restoration projects in Sonoma County. What makes this project so important and unique, however, is not its size, but its creative approach to reclaiming and restoring a terrace mine for ecological and social benefit.

While the ecological benefits of the proposed project are profound, they are equaled by

the climate resilience, groundwater recharge, flood alleviation and carbon sequestration benefits of the project. These, in turn, are matched by the public access features outlined by staff, features that promise to deliver new river access to the community, particularly nearby and traditionally underserved members of the community.

With the Commission's approval, it is our hope that this project will serve as a demonstration site to show that even the most degraded areas have the capacity to provide ecosystem services and public amenities to future generations.

Thank you for your consideration of this message.

Sincerely,  
Michael Bowen

Michael Bowen  
Acting Deputy Program Manager: Northcoast  
State Coastal Conservancy  
(510) 919-4765 (personal cell)  
(510) 286-0720 (office Tue, Wed)

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**From:** [Robert Pennington](#)  
**To:** [Stacie Groll](#); [Cecily Condon](#); [Jennifer Klein](#)  
**Subject:** FW: PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing  
**Date:** Thursday, December 5, 2024 8:20:58 AM

---

Another comment to add to the record.

---

**From:** Peter Kiel <[pkiel@cawaterlaw.com](mailto:pkiel@cawaterlaw.com)>  
**Sent:** Wednesday, December 4, 2024 7:56 PM  
**To:** Robert Pennington <[Robert.Pennington@sonoma-county.org](mailto:Robert.Pennington@sonoma-county.org)>  
**Subject:** RE: PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing

## EXTERNAL

Hi Robert,

A small item, but the staff report p. 6 incorrectly refers to COA 27 when the COA 26 was intended:

An alternative South Day-use Parking Area Access Option B (Option "B") is also proposed. Option "B" would require development of a new driveway near the southern edge of APN 066-290-053, owned by Jackson Family, approximately 2,700 feet south of Windsor River Road. An easement from Jackson Family would be necessary to accommodate Option "B". Jackson Family representatives have expressed support for the Option "B" access and willingness to provide an access easement for public access across their property. Condition of Approval 27 was developed to require development of Option "B" and restrict use of the Option "A" access roads, contingent on an access easement across APN 066-290-053 being secured.

Peter

---

**From:** Peter Kiel  
**Sent:** Wednesday, December 4, 2024 4:26 PM  
**To:** Robert Pennington <[Robert.Pennington@sonoma-county.org](mailto:Robert.Pennington@sonoma-county.org)>  
**Cc:** Carolyn Wasem <[carolyn.wasem@jfwmail.com](mailto:carolyn.wasem@jfwmail.com)>; Stacie Groll <[Stacie.Groll@sonoma-county.org](mailto:Stacie.Groll@sonoma-county.org)>  
**Subject:** RE: PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing

Thanks for confirming, Robert.

Peter

---

**From:** Robert Pennington <[Robert.Pennington@sonoma-county.org](mailto:Robert.Pennington@sonoma-county.org)>  
**Sent:** Wednesday, December 4, 2024 3:24 PM  
**To:** Peter Kiel <[pkiel@cawaterlaw.com](mailto:pkiel@cawaterlaw.com)>

**Cc:** Carolyn Wasem <[carolyn.wasem@ifwmail.com](mailto:carolyn.wasem@ifwmail.com)>; Stacie Groll <[Stacie.Groll@sonoma-county.org](mailto:Stacie.Groll@sonoma-county.org)>  
**Subject:** RE: PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing

Hello Peter,

Thank you for your letter, it will be added to the record and provided to the Commissioners.

Best,  
Robert

**From:** Peter Kiel <[pkiel@cawaterlaw.com](mailto:pkiel@cawaterlaw.com)>  
**Sent:** Wednesday, December 4, 2024 2:47 PM  
**To:** Robert Pennington <[Robert.Pennington@sonoma-county.org](mailto:Robert.Pennington@sonoma-county.org)>  
**Cc:** Carolyn Wasem <[carolyn.wasem@ifwmail.com](mailto:carolyn.wasem@ifwmail.com)>  
**Subject:** PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing

**EXTERNAL**

Hello Robert,

Thank you very much for your assistance regarding the Hanson project. Attached are Jackson Family Wines' recommendations regarding the draft Conditions of Approval. One of us for Jackson Family will attend the Planning Commission Hearing tomorrow and may provide oral comment as well. Please let me know if you have any questions.

Would you also please confirm receipt?

Peter

Peter J. Kiel  
Law Office of Peter Kiel PC  
PO Box 422  
Petaluma, CA 94953-0422  
[pkiel@cawaterlaw.com](mailto:pkiel@cawaterlaw.com)  
(707) 387-0060

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**From:** [Cecily Condon](#)  
**To:** [Stacie Groll](#)  
**Subject:** FW: PLP23-0014: Hanson Restoration Project - Mariani Notice of Intent to Exercise Re-Purchase Rights  
**Date:** Tuesday, December 3, 2024 4:25:57 PM  
**Attachments:** [Notice of Intent.pdf](#)

---

---

**From:** Bob Haroche <bob@haroche.law>  
**Sent:** Tuesday, December 3, 2024 4:24 PM  
**To:** John Gillan <John.Gillan@martinmarietta.com>; Erika Guerra <Erika.Guerra@martinmarietta.com>  
**Cc:** beckeuhl@icloud.com; Nschaefer1@comcast.net; Robert Pennington <Robert.Pennington@sonoma-county.org>; Jennifer Klein <Jennifer.Klein@sonoma-county.org>; Sita Kuteira <Sita.Kuteira@sonoma-county.org>; Cecily Condon <Cecily.Condon@sonoma-county.org>  
**Subject:** PLP23-0014: Hanson Restoration Project - Mariani Notice of Intent to Exercise Re-Purchase Rights

Mr. Gillian and Ms. Guerra,

Attached please find my clients' notice of their intention to exercise their repurchase rights of the former Mariani property (APN 066-300-049) once reclamation has been completed.

By copy of this email to Robert Pennington, I request that this notice be included in the administrative record before the Planning Commission for their December 5 hearing on PLP23-0014.

Regards,

Bob Haroche

----

Haroche Law  
121 North Main Street, Ste 210  
Sebastopol, CA 95472  
ph: (707) 814-0028  
fx: (707) 289-7996

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## HAROCHE LAW

p: (707) 814-0028 f: (707) 289-7996 bob@haroche.law 121 North Main Street, Ste 210 Sebastopol, CA 95472  
www.haroche.law

### NOTICE OF INTENT TO EXERCISE OPTION TO REPURCHASE

TO: Martin Marietta Materials, Inc.  
c/o John A. Gillian, Esq.  
Associate General Counsel  
Martin Marietta Materials, Inc.  
4123 Parklake Avenue  
Raleigh, NC 27612

CC: Endangered Habitats Conservancy  
c/o Michael Beck  
P.O. Box 22438  
San Diego, CA 92192-2438

Permit Sonoma  
c/o Robert Pennington  
2550 Ventura Ave  
Santa Rosa, CA 95403

PLEASE TAKE NOTICE that in accordance with Section 15 of that certain Purchase Agreement ("Agreement") dated December 27, 1985, Richard M. Mariani and Mark A. Mariani (collectively, "Mariani"), successors to Mariani Bros., a partnership, hereby tender notice of their intention to exercise their right to re-purchase for the sum of \$1.00 that certain land known as Sonoma County APN 066-300-049 aka "Parcel A" as described in the Agreement.

Pursuant to Section 15(b), Martin Marietta Materials, Inc., as the successor-in-interest to Kaiser Sand and Gravel Company, is required to provide Mariani notice of the availability of "Parcel A" for re-purchase within 30 days of its restoration and reclamation obligations set forth in the Agreement. Upon receipt of such notice, and pursuant to Section 15(c) Mariani shall exercise its option to re-purchase "Parcel A."

Dated: December 3, 2024

---

Bob Haroche  
Attorney for Richard M. Mariani and  
Mark A. Mariani, successors to Mariani  
Bros., a partnership

**From:** [Robert Pennington](#)  
**To:** [Stacie Groll](#); [Cecily Condon](#); [Jennifer Klein](#)  
**Subject:** FW: PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing  
**Date:** Thursday, December 5, 2024 8:20:58 AM

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Another comment to add to the record.

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**Sent:** Wednesday, December 4, 2024 7:56 PM  
**To:** Robert Pennington <[Robert.Pennington@sonoma-county.org](mailto:Robert.Pennington@sonoma-county.org)>  
**Subject:** RE: PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing

## EXTERNAL

Hi Robert,

A small item, but the staff report p. 6 incorrectly refers to COA 27 when the COA 26 was intended:

An alternative South Day-use Parking Area Access Option B (Option "B") is also proposed. Option "B" would require development of a new driveway near the southern edge of APN 066-290-053, owned by Jackson Family, approximately 2,700 feet south of Windsor River Road. An easement from Jackson Family would be necessary to accommodate Option "B". Jackson Family representatives have expressed support for the Option "B" access and willingness to provide an access easement for public access across their property. Condition of Approval 27 was developed to require development of Option "B" and restrict use of the Option "A" access roads, contingent on an access easement across APN 066-290-053 being secured.

Peter

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**Sent:** Wednesday, December 4, 2024 4:26 PM  
**To:** Robert Pennington <[Robert.Pennington@sonoma-county.org](mailto:Robert.Pennington@sonoma-county.org)>  
**Cc:** Carolyn Wasem <[carolyn.wasem@jfwmail.com](mailto:carolyn.wasem@jfwmail.com)>; Stacie Groll <[Stacie.Groll@sonoma-county.org](mailto:Stacie.Groll@sonoma-county.org)>  
**Subject:** RE: PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing

Thanks for confirming, Robert.

Peter

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**Cc:** Carolyn Wasem <[carolyn.wasem@jfwmail.com](mailto:carolyn.wasem@jfwmail.com)>; Stacie Groll <[Stacie.Groll@sonoma-county.org](mailto:Stacie.Groll@sonoma-county.org)>  
**Subject:** RE: PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing

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Best,  
Robert

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**Subject:** PLP23-0014 Hanson Floodplain Restoration Project Comments - 12/5/2024 Planning Commission Hearing

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Would you also please confirm receipt?

Peter

Peter J. Kiel  
Law Office of Peter Kiel PC  
PO Box 422  
Petaluma, CA 94953-0422  
[pkiel@cawaterlaw.com](mailto:pkiel@cawaterlaw.com)  
(707) 387-0060

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**From:** [Cecily Condon](#)  
**To:** [Stacie Groll](#)  
**Subject:** FW: PLP23-0014: Hanson Restoration Project - Mariani Notice of Intent to Exercise Re-Purchase Rights  
**Date:** Tuesday, December 3, 2024 4:25:57 PM  
**Attachments:** [Notice of Intent.pdf](#)

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**From:** Bob Haroche <bob@haroche.law>  
**Sent:** Tuesday, December 3, 2024 4:24 PM  
**To:** John Gillan <John.Gillan@martinmarietta.com>; Erika Guerra <Erika.Guerra@martinmarietta.com>  
**Cc:** beckeuhl@icloud.com; Nschaefer1@comcast.net; Robert Pennington <Robert.Pennington@sonoma-county.org>; Jennifer Klein <Jennifer.Klein@sonoma-county.org>; Sita Kuteira <Sita.Kuteira@sonoma-county.org>; Cecily Condon <Cecily.Condon@sonoma-county.org>  
**Subject:** PLP23-0014: Hanson Restoration Project - Mariani Notice of Intent to Exercise Re-Purchase Rights

**EXTERNAL**

Mr. Gillian and Ms. Guerra,

Attached please find my clients' notice of their intention to exercise their repurchase rights of the former Mariani property (APN APN 066-300-049) once reclamation has been completed.

By copy of this email to Robert Pennington, I request that this notice be included in the administrative record before the Planning Commission for their December 5 hearing on PLP23-0014.

Regards,

Bob Haroche

----

Haroche Law  
121 North Main Street, Ste 210  
Sebastopol, CA 95472  
ph: (707) 814-0028  
fx: (707) 289-7996

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Thank you for this opportunity to comment. I'm here representing myself.

No doubt this project has merit.

But for me this is the wrong time.

It requires a General Plan Amendment. As we know, there is coming a time to look at the river, the pits, the neighbors – consider ideas for future uses and possible fixes to the past. A full General Plan Update is underway.

Bedrock to the current General Plan is an agreement struck between the ag interests on Max Michelson's Ag Advisory Committee – John Sheela, Steve Sommer and Forrest Tancer – did agree in 1987 to restrictions on their own LIA land because, agreeing to more restrictions (and limiting their own options) it meant their neighbors across the fence would also be more restricted in what they could do.

I can't speak to why 30 campgrounds made sense to the drafters – I can speculate for LEA it had to do with those lands being historically large.

In this case, the switch to LEA gets around the restrictions imposed by an LIA designation but fails to yield a critical component of the original bargain – large ag parcels.

I conclude this is all better, left to a larger discussion.

Bob Anderson Healdsburg, CA



**From:** [Cecily Condon](#)  
**To:** [Stacie Groll](#)  
**Subject:** FW: PLP23-0014: Hanson Restoration Project - Mariani Notice of Intent to Exercise Re-Purchase Rights  
**Date:** Tuesday, December 3, 2024 4:25:57 PM  
**Attachments:** [Notice of Intent.pdf](#)

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**From:** Bob Haroche <bob@haroche.law>  
**Sent:** Tuesday, December 3, 2024 4:24 PM  
**To:** John Gillan <John.Gillan@martinmarietta.com>; Erika Guerra <Erika.Guerra@martinmarietta.com>  
**Cc:** beckeuhl@icloud.com; Nschaefer1@comcast.net; Robert Pennington <Robert.Pennington@sonoma-county.org>; Jennifer Klein <Jennifer.Klein@sonoma-county.org>; Sita Kuteira <Sita.Kuteira@sonoma-county.org>; Cecily Condon <Cecily.Condon@sonoma-county.org>  
**Subject:** PLP23-0014: Hanson Restoration Project - Mariani Notice of Intent to Exercise Re-Purchase Rights

Mr. Gillian and Ms. Guerra,

Attached please find my clients' notice of their intention to exercise their repurchase rights of the former Mariani property (APN 066-300-049) once reclamation has been completed.

By copy of this email to Robert Pennington, I request that this notice be included in the administrative record before the Planning Commission for their December 5 hearing on PLP23-0014.

Regards,

Bob Haroche

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Haroche Law  
121 North Main Street, Ste 210  
Sebastopol, CA 95472  
ph: (707) 814-0028  
fx: (707) 289-7996

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**From:** [Robert Pennington](#)  
**To:** [Stacie Groll](#); [Cecily Condon](#); [Jennifer Klein](#)  
**Subject:** FW: Thoughts about the northern road separating Ledbetter and JFW PLP23-0014  
**Date:** Thursday, December 5, 2024 8:19:22 AM  
**Attachments:** [image001.png](#)

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Hi Stacie,  
Please add this comment to the record.  
Thank you,  
Robert

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**From:** Carolyn Wasem <Carolyn.Wasem@jfwmail.com>  
**Sent:** Thursday, December 5, 2024 7:25 AM  
**To:** Robert Pennington <Robert.Pennington@sonoma-county.org>  
**Cc:** Peter Kiel <pkiel@cawaterlaw.com>  
**Subject:** Thoughts about the northern road separating Ledbetter and JFW

## EXTERNAL

Robert,

Jim Ledbetter asked that I raise these issues with you. Being a good neighbor and friend, I said that I would share. He also informed me that he had a discussion with you yesterday. Hopefully these concerns will be considered as the project is developed.

Currently, the north road is for the city of Windsor/Vino Farm access to well field and for vineyard use. South road is for access to the 11 proposed campsites. Both roads will have separate gates off of the Eastside road entrance. South road gate will be open 24 hrs/day for emergency access to the campsites. Is it possible to limit the access to the north road gate, unless being used by either of 2 identities, as it is now and for emergency use?

Blocking access to the North road is proposed by placing large boulders for the length of the road. Blocking access will have to consider potential use by ATVs/dirt bikes. Minus that, we anticipate vandalism being a challenge.

The 2nd issue I was asked to share was a line of site issue, left turn from N bound ES road into the South road, campsite access. Same issue for exiting South road to N bound ES road. Speed of traffic at this time on ES road is uncontrolled.

Thanks, C

Carolyn L. Wasem  
SVP Government Relations & External Affairs  
Jackson Family Wines  
421 Aviation Blvd.  
Santa Rosa, Ca 95403

O: 707-525-6204 c: 707-217-5920



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**From:** [John Moulton](#)  
**To:** [Robert Pennington](#)  
**Subject:** File No PLP23-0014  
**Date:** Tuesday, November 07, 2023 1:21:04 PM

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## EXTERNAL

Robert,  
thank you for taking my call yesterday regarding the Russian River Floodplain Restoration Project. We have enjoyed using the river and can appreciate the desire to restore the river to its original location. My wife and I do have some concerns about the project that I hope the team will address as follows:

1. Ponds are utilized for fire prevention. These ponds are used by the County's fire department helicopters to fill the large suspended water buckets. Most recently, there was a fire in Healdsburg off the 101 and the helicopters loaded up on water at the ponds. What considerations have been given to source water nearby to address fire issues? One alternative would be River Front Park, but using it as a source of water at a popular park would seem to create safety concerns.
2. Fire consideration of a campground. As you know, fire has to be the number one safety issue that the County has to address. Putting in a campground in this area would seem to increase the likelihood of fire. For what it is worth, we called in a fire two or three years ago near the ponds that was started by someone camping nearby. What considerations have been made to address increased risk associated with fire, pollution/ trash and traffic?
3. Pollution mitigation. Filling the ponds will take tons and tons of soil to reverse many years of excavating the rock out of these quarries. This will require a significant amount of soil to be brought in from across the county, increasing the amount of air pollution. In addition, the traffic of these trucks will also generate a high amount of dust in the area. What are the plans of the County to mitigate this pollution.
3. Cost justification. A project such as this seems very expensive requiring years of engineering and earth moving. While there would be some environmental benefits, including more robust salmon conditions, are the cost/benefits really worthy of a project of this size and will it benefit the people of Sonoma and the state of California.

Robert, thanks for taking the time out to consider these items. As someone who lives close by, we see the benefit of the project, but also see the risks that it poses in many ways. I appreciate any thoughts you might have.

Best regards,  
John Moulton

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January 10, 2025

Robert Pennington  
Professional Geologist  
Permit Sonoma  
2600 Ventura Avenue  
Santa Rosa, CA 95403

Kaiser Sand & Gravel Company  
c/o Hanson Aggregates Mid-Pacific LLC  
PO Box 8040  
Fort Wayne, IN 46898

**Subject: Kaiser Sand and Gravel - Mining Parcel Open Space Easement, Consistency Determination for the Russian River Floodplain Restoration Project**

Dear Robert Pennington and Kaiser Sand & Gravel Company:

Thank you for providing the Sonoma County Agricultural Preservation and Open Space District ("District") an opportunity to review the proposed implementation of the Russian River Floodplain Restoration Project. The proposed project will span various properties, including the Kaiser Sand and Gravel - Mining Parcel (APN 066-290-049, "Property"), over which the District holds an Open Space Easement (Sonoma County Instrument No. 1997-093130, "Easement"). The project will include restoring a functional floodplain within former gravel extraction pits along the Russian River and constructing a multi-use trail within the Easement Area.

With regard to restoration and uses for enhanced habitat, Easement Exhibit "C" (Permitted Uses and Practices), Paragraph 2, permits the following:

"To use and develop the Easement Area for enhanced wetland, wildlife and riparian habitat purposes in the manner provided in or consistent with future resolutions of the Board of Supervisors authorizing managed production of mineral resources within the Easement Area and with said Resolution No. 97-0948 and the reclamation planned approved therein, and all subsequent amendments, modifications and revisions of such resolution and/or reclamation plan."

Additionally, Easement Exhibit C, Paragraph 15, permits the following:

"To reclaim those portions of the Easement Area to be reclaimed pursuant to Resolution No. 97-0948 and any future resolutions adopted by the Sonoma County Board of Supervisors, including all

0537



amendments thereto or modifications and revisions thereof, including enhanced wildlife and riparian habitat and agricultural use as provided in any such Resolutions.”

With regard to new recreational improvements, Easement Exhibit C, Paragraph 14, permits the following:

“To construct or install additional non-residential structures, facilities, roads or other improvements... reasonably related to agricultural or recreational uses of the Easement Area; provided that, if GRANTOR desires to construct or install such additional improvements, GRANTOR shall deliver to COUNTY written request for approval of such construction or installation in accordance with the provisions set forth in Section 5 of this Agreement...”

Note that the County of Sonoma was the original Easement holder, but the County conveyed the Easement to the District upon Easement recordation via Sonoma County Instrument No. 1997-093131.

As detailed in the project plans, the project will include grading and revegetating the landscape to restore connectivity between the river channel and off-channel floodplain habitats. The existing open-water pond will be replaced with a mix of seasonal wetland meadows, backwater habitats, and riparian forest habitats to restore critical habitat for native fish and wildlife. Additionally, a trail will be constructed along the southern and eastern Property boundaries, connecting to additional trails and parking areas outside of the Property. We understand that the project will improve the functions and values of the Russian River for ecological benefit, flood management, improved water quality, and public enjoyment.

Based on District staff’s review of project plans and the Easement, we have determined that the Russian River Floodplain Restoration Project would be consistent with the Easement, if the project is approved by the Board of Supervisors via an amendment, modification or revision of Resolution No. 97-0948 and the reclamation plan approved therein, which we understand is anticipated by this request. Please note that this approval constitutes a determination of contractual compliance with the Easement only and does not constitute a discretionary or regulatory approval of the project.

Thank you for your continued cooperation. If you have any questions, please contact Marina Montes, Stewardship Specialist, or me at the District office.

Sincerely,

• 

Sheri J. Emerson  
*Stewardship Manager*

c: Jacob Newell, Stewardship Supervisor  
Catherine Iantosca, Senior Stewardship Specialist  
Marina Montes, Stewardship Specialist



# Kaiser\_S\_G\_Mining 2024 Consistency Determination - Restoration & Trail

Final Audit Report

2025-01-10

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| Created:        | 2025-01-10                                                |
| By:             | Catherine Iantosca (catherine.iantosca@sonoma-county.org) |
| Status:         | Signed                                                    |
| Transaction ID: | CBJCHBCAABAAv3JlyCuF31y7hJ0HyjqekQlbi-pUxNI1              |

## "Kaiser\_S\_G\_Mining 2024 Consistency Determination - Restoration & Trail" History

-  Document created by Catherine Iantosca (catherine.iantosca@sonoma-county.org)  
2025-01-10 - 4:00:15 PM GMT- IP address: 209.77.204.154
-  Document emailed to Sheri Emerson (Sheri.Emerson@sonoma-county.org) for signature  
2025-01-10 - 4:00:43 PM GMT
-  Email viewed by Sheri Emerson (Sheri.Emerson@sonoma-county.org)  
2025-01-10 - 4:02:16 PM GMT- IP address: 67.174.227.188
-  Document e-signed by Sheri Emerson (Sheri.Emerson@sonoma-county.org)  
Signature Date: 2025-01-10 - 4:03:36 PM GMT - Time Source: server- IP address: 67.174.227.188
-  Agreement completed.  
2025-01-10 - 4:03:36 PM GMT

**From:** [Robert Pennington](#)  
**To:** [Richard Mariani](#); [Jeanne Mariani](#)  
**Cc:** [John Mack](#); [Jennifer Klein](#)  
**Bcc:** [permitsonoma-reply](#)  
**Subject:** PLP23-0014 Response to Marina Letter  
**Date:** Tuesday, January 7, 2025 2:34:00 PM  
**Attachments:** [Mariani Letter dated 12\\_9\\_2024.pdf](#)  
[image001.jpg](#)

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Hello Mr. Mariani,

Hope the New Year is treating you well.

We received your December 9, 2024 letter (attached). Below are responses to your questions.

**Question 1 – Timeline Earlier Date:**

*Can you provide a timeline and the specific activity that is needed “expedite the release”? and all relevant stakeholders?*

Response 1:

Relevant regulatory agencies for reclamation of the Mariani Pit include California Department of Fish and Wildlife (CDFW), North Coast Regional Water Quality Control Board (Water Board), US Army Corp of Engineers (Army Corp), and California Department of Conservation, Division of Mine Reclamation (DMR).

The mine operator (Marietta) has the responsibility to reclaim the site. Once the site is fully reclaimed and in compliance with reclamation performance standards for grading and revegetation then the site may be “released” from regulation under California’s Surface Mining and Reclamation Act (SMARA). As stated in the staff report, approval of the use permit for the restoration plan does not replace the reclamation plan for the site. The site could be reclaimed per the existing approved reclamation plan (prior to restoration). Alternatively, the operator could apply to amend the reclamation plan to be consistent with the restoration plan; under this alternative implementation of the restoration plan would achieve reclamation.

It cannot be stated definitively which alternative would take more or less time to achieve reclamation. Both alternatives involve numerous additional steps including securing resource agency permits from CDFW, the Water Board, and Army Corp of Engineers. It is understood that the permitting process with resource agencies for the existing reclamation plan is uncertain and there is likely to be concerns regarding fish entrapment, water quality, and other environmental impacts of the weir. The permitting process with the resource agencies for the restoration project is expected to be relatively straight forward. For this reason, staff believe that the permitting timeframe for the restoration alternative will take comparatively less time and could allow for grading and revegetation to occur sooner, and could therefore “expedite the release” of the site, assuming amendment of the reclamation plan is pursued as discussed above.

A timeline for release of the site under either alternative cannot be provided. Both are contingent on permitting that is outside the control of the County. Both are also contingent on construction



and revegetation work being completed once permits are secured.

**Question 2 – Reclamation Process:**

*What is the process of closing out the reclamation plan?*

Response 2:

Each year the mine site is inspected by the County for compliance with the performance standards of the reclamation plan. Once the site meets performance standards, then a letter is transmitted to DMR indicating that the County believes the site meets performance standards and the site should be released. DMR typically conducts their own site inspection. If DMR concurs, then DMR issues a concurrence letter authorizing release of any financial assurances and closing the site under SMARA.

**Question 3 – Reclamation Process:**

*What is needed specifically from Marietta to meet the reclamation requirements and release their obligations on the property? Independent the new restoration plan associated with the project?*

Response 3:

In order to meet the standards of the existing approved reclamation plan an engineered weir must be installed between the Mariani and Piombo Pits, existing debris including a 1000 feet long 8" diameter steel pipe must be removed, trees planted and vegetation established on approximately 16 acres, and 5 years of revegetation monitoring and maintenance.

**Question 4 – Reclamation Process:**

*Can you provide an overview of all efforts by the County, Kaiser/Hanson, Marietta to close out the reclamation plan on this parcel? Independent the new restoration plan associated with the project?*

Response 4:

It is not the County's responsibility to reclaim the site. Permit Sonoma has conducted site visits, required the operator to prepare Financial Assurance Cost Estimates, and required the operator to maintain financial assurance with a value equal to or greater than the estimated cost to reclaim the site. Permit Sonoma also processed a minor amendment to the reclamation plan that reduced the reclamation area to exclude areas from the reclamation plan that already meet reclamation performance standards and are not anticipated to be disturbed through installation of the weir.

It is unknown what specific actions the existing or prior operator has done to reclaim the site. The site was mined such that the configuration and slopes of the site comply with the performance standards of the reclamation plan. It appears that the operator planted trees along the eastern and northern banks and upland areas of the Mariani Pit. It is unclear if the operator planted trees on the western banks and upland areas, these areas are currently sparsely planted and require additional plantings. It is unclear what effort the operator has made to develop plans and apply for permits for the weir.

**Question 5, Conditions of Approval & Easements:**

*Condition 28 shows the issuance of easement associated with the project. Can you specify the timing and process of submission, review and approval necessary to grant these easement?*

Response 5:

Draft Condition 28 reads as follows:

**28. Access Easement for Mariani Parcel**

- a. *Prior to grading permit issuance on APN 066-300-049, an access easement shall be recorded that grants access for development of, maintenance of, and access to a multi-use trail and maintenance road on APN 066-300-049 following the approximate alignment depicted on Sheet 001 of the Public Access Plans submitted with the Use Permit application. The access easement shall cover areas necessary to develop and maintain the multi-use trail and maintenance road extending between APN 066-300-011 and 066-300-027. The easement is not required to include the North Parking Area, entry road and trail segment identified as "Multi-Use Trail Alignment Alternative" on Sheet 014 of the Public Access Plans. The easement document shall be submitted to Permit Sonoma, Sonoma County Regional Parks, and County Counsel for review and approval prior to recordation.*
- b. *Prior to grading permit issuance on APN 066-300-049, an access easement shall be recorded that grants access for development of, maintenance of, and access to a seasonal nature trail on APN 066-300-049 following the approximate alignment depicted on Sheet 001 of the Public Access Plans submitted with the Use Permit application. The easement shall cover areas necessary to develop and maintain the seasonal nature trail extending between APN 066-300-011 and 066-300-027. The Easement document shall be submitted to Permit Sonoma, Sonoma County Regional Parks, and County Counsel for review and approval prior to recordation.*

As specified, access easements are required prior to issuance of grading permits on the Mariani Parcel. Submission would likely occur by providing draft documents to Permit Sonoma, which would then distribute copies for review and approval by County Counsel and Sonoma County Regional Parks. Once the review process is complete, if the easements cannot be approved as is, then Permit Sonoma would provide comments to the applicant on how to revise the easements to gain approval. Once final and approved, the access easements could then be executed by the property owner(s), and recorded. A conformed copy of the recorded easement would then be provided to Permit Sonoma as evidence of recordation.

**Question #6**

Can you be more specific as to how you arrived at the perspective "largely unencumbered". What was considered in making this assessment.

Response 6:

The staff report states, "Should the Mariani family exercise their repurchase option, the Mariani parcel will be largely unencumbered except for an access easement along the multi-use trail/maintenance road and trail network".

Other core project parcels are required to have Open Space Easements executed that will restrict future uses including residential uses. An Open Space easement is not required of the Mariani Parcel. The Mariani Parcel would not have restrictions on future uses due to the project, except for the encumbrance to allow for access consistent with the easement along the multi-use trail and nature trail. Trail locations are largely within flood prone areas where future development is



unlikely. Conditions also include the requirement for written agreement and consent of the holder of the repurchase option prior to development of the North Parking Area on the Mariani Parcel. Thus, relative to other core project parcels with Open Space Easement requirements, the Mariani Parcel has less area that is encumbered, and therefore staff considered it largely unencumbered by the project, except for the access easements for the proposed trails. Staff was not suggesting that the easement would render the parcel unencumbered at all.

We are happy to meet and discuss these issues further. Please let me know if that is desired, and we can arrange a meeting in person or virtually.

Regards,  
Robert

