

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural
Preservation and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

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

FIRST AMENDED AND RESTATED DEED AND AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA ROSA, THE SONOMA COUNTY WATER AGENCY AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT FOR
LOWER COLGAN CREEK

The City of Santa Rosa ("CITY"), a California municipal corporation, and the Sonoma County Water Agency ("SONOMA WATER") a body corporate and politic, sometimes referred to herein as the "Sonoma County Flood Control and Water Conservation District" pursuant to Stats. 1949, c. 994, (jointly and severally, "GRANTORS"), and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. ("DISTRICT"), agree as follows:

RECITALS

A. GRANTORS and DISTRICT are parties to that certain "DEED AND AGREEMENT BY AND BETWEEN THE CITY OF SANTA ROSA, THE SONOMA COUNTY WATER AGENCY AND THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT CONVEYING A CONSERVATION EASEMENT FOR LOWER COLGAN CREEK" ("2016 Easement"), recorded as document number 2016030848 in the official records of the County of Sonoma

B. CITY is the owner in fee simple of approximately 6.18 acres of real property located within the city limits of Santa Rosa and more particularly identified in Exhibit "A-1", attached hereto and

incorporated herein by this reference ("City Lands"). SONOMA WATER is the owner in fee simple of approximately 15.80 acres of real property located within the city limits of Santa Rosa and more particularly identified in Exhibit "A-2", attached hereto and incorporated herein by this reference ("Sonoma Water Lands"). The City Lands and the Sonoma Water Lands together comprise the real property subject to this Easement, as more particularly described in Exhibit "A-3" attached hereto and incorporated herein by this reference ("Property").

C. GRANTORS and DISTRICT desire to correct errors in the legal description and add an additional property to the 2016 Easement via this First Amended and Restated Agreement ("Easement"), which replaces, in its entirety, the 2016 Easement.

D. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers. The DISTRICT was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 *et seq.*, and to advance implementation of the open space elements of their respective general plans. In order to accomplish those purposes, DISTRICT and the Authority entered into a contract whereby, in consideration of the Authority's financing of DISTRICT's acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's voter-approved Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax, a transfer of the taxing authority to the County of Sonoma, and an update of the Expenditure Plan. The DISTRICT's acquisition program remains in full compliance with that updated voter-approved Expenditure Plan.

E. On November 19, 2002, the Santa Rosa City Council adopted Resolution No. 25475, approving the Lower Colgan Creek Restoration Conceptual Plan, which was amended by the Santa Rosa City Council on December 2, 2008 pursuant to Resolution No. 27267 ("Restoration Plan"). The Restoration Plan proposes restoration of a natural creek channel and alignment in the area of the Property, including a portion of Lower Colgan Creek, as well as use of in-channel habitat features, establishment of a native riparian corridor, and allowance for increased flood conveyance between Victoria Drive and Bellevue Avenue. The Restoration Plan will result in the preservation of ecologically important habitat, restoration of a creek channel, establishment of connections to existing and future pedestrian and bicycle pathways, creation of a neighborhood park, and opportunities for public outdoor recreation and education (collectively, "Project").

F. On March 27, 2007, the Santa Rosa City Council adopted Resolution No. 26804, approving the Citywide Creek Master Plan, which was amended by the Santa Rosa City Council on August 27, 2013 pursuant to Resolution No. 28338 ("Citywide Creek Plan"), which sets forth the CITY's goals and policies for the operation of creeks within the CITY's boundaries, including Lower Colgan Creek.

G. CITY intends to develop a park master plan (“Park Master Plan”) for a neighborhood park on a portion of the Property (“Future Park Site”) the general location and area of which is depicted on the Project Structure Map attached hereto and made part of this Easement as Exhibit C. The Park Master Plan will be developed with input from the neighboring residents consistent with the public process utilized by the City’s Recreation and Parks Department.

H. The Property includes the creek channel owned by SONOMA WATER and the adjacent property owned by the City of Santa Rosa, and is intended for the use, realignment and restoration of the creek channel primarily on that portion of the Property other than the Future Park Site (the Property outside the Future Park Site shall hereinafter be referred to as the “Restoration Lands,” as shown on the Project Structure Map), and for development of a neighborhood park on the Future Park Site, all consistent with the Restoration Plan, the Citywide Creek Plan, and the future Park Master Plan.

I. On April 21, 2015, the DISTRICT’s Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. 15-0148, that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan (specifically the Plan’s Agricultural Resources and Open Space Elements) because it protects, restores and enhances the quality of surface and groundwater resources to meet the needs of all beneficial uses; protects and enhances the County’s natural habitats and diverse plant and animal communities; protects and enhances riparian corridors and functions along streams; and provides for adequate parklands and trails primarily in locations that are convenient to urban areas to meet the outdoor recreation needs of the population, while not negatively impacting agricultural uses. By that same resolution, the DISTRICT’s Board of Directors determined that its funding of the Project is consistent with the voter-approved Expenditure Plan.

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

K. On November 23, 2015, GRANTORS and DISTRICT executed the “MATCHING GRANT AGREEMENT (Colgan Creek Park and Restoration) Matching Grant Project Phases 1 and 2: Acquisition” merging the GRANTORS’ 2004 and 2007 Matching Grant applications into one two-phased project. As a requirement of funding, the DISTRICT retained the 2016 Easement, protecting approximately 17.59 acres of land owned by the City and Sonoma County Water Agency. The two-phased project was to create a neighborhood park and to restore 1.3 miles of Colgan Creek and the associated riparian habitat, while establishing a new pedestrian and bicycle pathway. Phase 1 was to reimburse the CITY for acquisition of a 1.61-acre portion of a parcel along Colgan Creek. Phase 2 was to reimburse the CITY for acquisition of an 0.11-acre portion of

one lot and a 0.43-acre portion of another lot, also along Colgan Creek. The acquisitions for both Phase 1 and Phase 2 were necessary to allow for stream meander and layback of the streambanks. Errors in the legal description of the Property were identified and recordation of an amendment to the 2016 Easement to reflect the Phase 2 additions stalled.

L. GRANTORS and DISTRICT entered into the 2016 Easement to protect and preserve forever approximately 17.59 acres of land. The 2016 Easement did not include the 0.54-acre additions subject to the Phase 2 portion of the Phase 1 and Phase 2 Matching Grant Agreement.

M. On November 23, 2015, GRANTORS and DISTRICT executed a Matching Grant Agreement for Phase 3 under the DISTRICT's 2014 Matching Grant Program. The DISTRICT funds were for restoration of Colgan Creek covering approximately 1,900 linear feet, which was completed in September 2022.

N. On December 13, 2022, the DISTRICT Board of Directors accepted the Lower Colgan Creek Restoration and Neighborhood Park Acquisition project as a fourth phase of DISTRICT funding of the Lower Colgan Creek Project. With the Colgan Creek Phase 4 Matching Grant, DISTRICT will reimburse the City up to \$1,500,000 for the acquisition of 3.85 acres of land acquired to expand the Property to approximately 21.98 acres and facilitate additional restoration and realignment of Colgan Creek and add additional acreage to the future Lower Colgan Creek Neighborhood Park.

O. On December 13, 2022, the Council of the City of Santa Rosa adopted Resolution RES-2022-244, authorizing the City Manager or designee to execute all documents necessary to complete the acquisition of 3012 Dutton Meadow, APN 043-122-007; on April 12, 2023, the CITY acquired the 3.85-acre parcel.

P. On February 3, 2025, the CITY finalized the Lower Colgan Creek Restoration Phase 3 constructions plans. The plans depict realignment of Colgan Creek to mitigate the problematic and abrupt change in flow direction as Colgan Creek approaches Bellevue Avenue. The realignment is made possible by the CITY's acquisition of the additional 3.85-acre parcel.

Q. Whereas in the years since the 2016 Easement was recorded, the DISTRICT has identified three (3) minor scrivener's errors creating ambiguities. This amendment corrects errors in Section 7.1(b) (Improvements for Recreational and Educational Uses) for each of EXHIBIT B-1 (RESERVED AND RESTRICTED RIGHTS FOR THE RESTORATION LANDS) and EXHIBIT B-2 (RESERVED AND RESTRICTED RIGHTS FOR THE FUTURE PARK SITE) to remove "Interpretive Signage" from those improvements requiring DISTRICT approval as a result of a conflict with Section 7.7 (Signs). This amendment also adds a reference to Section 7.1(b) that was missing from EXHIBIT B-1 (RESERVED AND RESTRICTED RIGHTS FOR THE RESTORATION LANDS) Section 8 (Water Resources) to confirm that water crossings for trails can be allowed with DISTRICT approval.

R. DISTRICT has the authority to acquire this Easement by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Easement.

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

EASEMENT

1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights. Pursuant to the common and statutory law of the State of California, including the provisions of Civil Code sections 815 to 816, inclusive, GRANTORS, each as owner of a portion of the Property, which portions together comprise the entirety of the Property, hereby grant to DISTRICT and DISTRICT accepts a conservation easement over the Property in perpetuity. GRANTORS hereby irrevocably assign to DISTRICT all development rights associated with the Property, except those rights which are specifically reserved by GRANTORS through this Easement and described in the Exhibits hereto, including those rights specifically reserved in Exhibits B-1 and B-2, and those set forth in the existing Restoration Plan, and any future Park Master Plan approved in accordance with the terms and conditions of this Easement.

2. Statement of Conservation Values. The Property is situated in southwest Santa Rosa, consisting of approximately 21.98 acres, including the Sonoma County Water Agency's Colgan Creek channel and adjacent lands, surrounded by urban development. Critical resources of the Property, as described below (collectively, "Conservation Values"), include urban open space, natural resources associated with a restored Colgan Creek, recreation, education and scenic values.

2.1 Urban Open Space Resources. The Property provides vital open space to residents and visitors of the southwest quadrant of the city of Santa Rosa. Protection of open space along the creek channel is also particularly valuable for wildlife species within the urban area.

2.2 Natural Resources. The Property contains Colgan Creek and its riparian corridor, which provide important aquatic and wildlife habitat, benefits to water quality, and a stormwater flood conveyance system. Restoration of the creek channel and riparian corridor to a more healthy and balanced natural system will enhance the potential of the Property to support a variety of fish and wildlife.

2.3 Recreational Resources. The Property provides opportunities for public outdoor recreation, including the development of a neighborhood park on the Future Park Site, trails and associated recreational amenities. Such recreational use will help meet the identified need for additional parkland for area residents. The Property provides the opportunity to connect multiple neighborhoods via safe and accessible pedestrian and bicycle trails.

2.4 Educational Resources. The Property is located adjacent to a high school and in close proximity to two elementary schools. The Property provides educational opportunities for school-age children and area residents, with possibilities for a variety of environmental education programs, including programs associated with the restoration and enhancement of creeks and associated wildlife habitat.

2.5 Scenic Resources. The openness of the Property provides visual respite from surrounding urban development.

3. Statement of Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2 (Statement of Conservation Values). This purpose shall hereinafter be referred to as the “Conservation Purpose”. GRANTORS and DISTRICT intend that this Easement will confine the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTORS and DISTRICT intend that all Conservation Values of the Property will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: preservation and protection of natural resources shall take precedence over preservation and protection of recreation and educational resources, which shall take precedence over preservation and protection of scenic resources. Notwithstanding the foregoing, nothing herein shall be construed to preclude recreational uses on the Future Park Site consistent with the provisions of this Easement, or to preclude actions to maintain or expand flood conveyance capacity within the Colgan Creek corridor.

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

4.1 Protect Conservation Values. DISTRICT shall have the right to document, preserve, and protect in perpetuity the Conservation Values of the Property in accordance with the terms and conditions of this Easement.

4.2 Property Inspection. DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, and (iv) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week’s prior notice to GRANTORS and shall be made in a manner that will not unreasonably interfere with GRANTORS’ use and quiet enjoyment of the Property pursuant to the terms of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4, but shall not necessarily be limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT’s General Manager have a reasonable belief that GRANTORS are in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours’ prior notice to GRANTORS, to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT.

4.3 Enforcement. DISTRICT shall have the right to enforce this Easement and to prevent or stop, by any legal means, any activity or use on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement and to require restoration of such areas or features as may be damaged by such activities or uses.

4.4 Approval of Certain Uses. DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Sections 5 (GRANTORS' Use of the Property) and 6 (Notice and Approval Procedures) and Exhibits B-1 and B-2 of this Easement.

4.5 DISTRICT Signage. DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTORS, visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement, provided same is erected and maintained in accordance with City regulations. The wording of the information shall be determined by DISTRICT with consent of GRANTORS. No such sign or marker shall exceed thirty-two (32) square feet in size. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

5. GRANTORS' Use of the Property. GRANTORS shall confine the use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, GRANTORS and DISTRICT agree that the activities and uses described in Exhibits B-1 and B-2 as each pertains to the Restoration Lands and the Future Park Site, respectively, attached hereto and incorporated herein by this reference, are expressly reserved, restricted or prohibited as set forth therein.

6. Notice and Approval Procedures. Some activities and uses permitted by this Easement require that prior written notice be given by GRANTORS to DISTRICT, while other activities and uses permitted by this Easement require the prior written approval of DISTRICT. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use shall be deemed to be prohibited on the Property. GRANTORS shall use the following procedures to provide notice to DISTRICT or to obtain DISTRICT's approval.

6.1 Lower Colgan Creek Restoration Conceptual Plan. For purposes of this Easement, it is agreed that the Restoration Plan, as adopted by the CITY on November 19, 2002 and amended on December 2, 2008, including any technical or non-substantive administrative modifications and adjustments that may occur in the process of developing detailed plans and specifications for its implementation, is deemed to be consistent with the Conservation Purpose of this Easement. All uses and improvements described therein and all development reasonably necessary to the implementation of those described uses and improvements shall be permitted on the Property with no further notice to or approval by DISTRICT required. Subject to prior written approval of DISTRICT, the Restoration Plan may be amended, revised or updated from time to time. CITY shall use the procedure outlined in Section 6.4 (Approval, Amendments, Revisions and Updates to Plans) to obtain DISTRICT's approval of any such revised plan.

6.2 Citywide Creek Master Plan. For purposes of this Easement, it is agreed that those portions of the Citywide Creek Plan that address Lower Colgan Creek are deemed to be consistent with the Conservation Purpose of this Easement. All uses and improvements described therein and all development reasonably necessary to the implementation of those described uses and improvements shall be permitted on the Property with no further notice to or approval by DISTRICT required. Subject to prior written approval of DISTRICT, the Citywide Creek Plan may be amended, revised or updated from time to time. CITY shall use the procedure outlined in Section 6.4 (Approval, Amendments, Revisions and Updates to Plans) to obtain DISTRICT's approval of any such revised plan to the extent that such revised plan addresses activities or uses on the Property.

6.3 Park Master Plan for Future Park Site. GRANTORS and DISTRICT acknowledge that it is CITY's intent to prepare a Park Master Plan for the Future Park Site to define and guide future recreational and educational use and development of said site. CITY shall use the procedure outlined in Sections 6.3.1 through 6.3.4 for review and approval of the Park Master Plan.

6.3.1 CITY may, at any time, submit a draft Park Master Plan ("Draft Plan") to DISTRICT for its review and tentative approval. For purposes of this Easement, it is agreed that the Draft Plan will be deemed sufficient for its purpose provided that the Draft Plan is a general visual representation and identification of the major components of park use and their proposed locations on the Future Park Site. DISTRICT shall have forty-five (45) days from the receipt of the Draft Plan, plus fourteen (14) days from any subsequent or follow up submittal, to review the Draft Plan and either tentatively approve the Draft Plan or notify CITY of any objection thereto. DISTRICT's tentative approval of the Draft Plan shall be based solely upon the Draft Plan's consistency with the terms, conditions and Conservation Purpose of this Easement and the provisions of Exhibits B-1 and B-2. It is understood that the uses and development parameters expressly identified in Exhibit B-2 pertaining to the Future Park Site development have already been determined by the District as consistent with the Conservation Purposes of this Easement. DISTRICT's response to the Draft Plan, whether tentative approval or objection, shall be in writing and delivered to GRANTORS in accordance with Section 20 (Notices). If DISTRICT has any objections to the Draft Plan, it shall state such objections in sufficient detail to enable CITY to modify the Draft Plan so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Future Park Site for recreation, education, and natural resource restoration and enhancement, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

6.3.2 In connection with any environmental review of the Park Master Plan under the California Environmental Quality Act ("CEQA") or any successor statute then in effect, CITY shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document prepared by CITY and made public under that statute, prior to CITY's adoption or certification of that environmental document.

6.3.3 Prior to adoption of a final Park Master Plan, CITY shall submit the Park Master Plan to DISTRICT for its final review and approval. If the Park Master Plan is in substantial conformity with the approved Draft Plan, with no material changes made, DISTRICT shall grant approval to the Park Master Plan within thirty (30) days from submittal. DISTRICT shall otherwise have forty-five (45) days from the receipt of the Park Master Plan, plus fourteen (14) days from any subsequent or follow up submittal, to review and *either* approve the Park Master Plan or notify CITY of any objection thereto. DISTRICT's response, whether approval or objection, shall be in writing and delivered to GRANTORS in accordance with Section 20 (Notices). If DISTRICT has any objections to the Park Master Plan, it shall state such objections in sufficient detail to enable GRANTORS to modify the Park Master Plan so as to bring it, if possible, into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.3.4 Upon DISTRICT's approval and CITY's adoption of a Park Master Plan, all uses and improvements described therein and all development reasonably necessary to the implementation of those described uses and improvements shall be deemed consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, development, improvements and activities shall be subject to the substantive limitations of Exhibits B-1 and B-2, as applicable.

6.4 Approval, Amendments, Revisions and Updates to Plans. The Restoration Plan, the applicable provisions of the Citywide Creek Plan and/or Park Master Plan each may be amended, revised or updated from time to time ("Revised Plan"). CITY shall use the following procedure to obtain DISTRICT's approval of any such Revised Plan. Technical and non-substantive revisions, however, shall not require District approval.

6.4.1 Any request for review of any Revised Plan must identify (a) the proposed changes to any use, activities, or management from the then existing plan; (b) all proposed structures and improvements proposed in connection with such changes; and (c) all actions to be taken to protect natural resources in connection with such changes. DISTRICT's approval of the Revised Plan shall be based solely upon the Revised Plan's consistency with the terms, conditions and Conservation Purpose of this Easement and the provisions of Exhibits B-1 and B-2. It is understood that the uses and development parameters expressly identified in Exhibits B-1 and B-2 have already been determined by DISTRICT to be consistent with the Conservation Purposes of this Easement. DISTRICT shall have forty-five (45) days from the receipt of the Revised Plan, plus fourteen (14) days from any subsequent or follow up submittal, to review the Revised Plan, and either approve the Revised Plan or notify CITY of any objection thereto. DISTRICT's response, whether tentative approval or objection, shall be in writing and delivered to GRANTORS in accordance with Section 20 (Notices). If DISTRICT has any objections to the Revised Plan, it shall state such objections in sufficient detail to enable CITY to modify the Revised Plan, so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.4.2 California Environmental Quality Act. In connection with any environmental review of the Revised Plan under CEQA or any successor statute then in effect, CITY shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document prepared by GRANTORS and made public under the statute, prior to CITY'S adoption or certification of that environmental document.

6.4.3 Upon DISTRICT's approval and CITY'S adoption of the Revised Plan, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, improvements and development shall at all times remain subject to the substantive limitations of Exhibit B-1 and B-2, as applicable.

6.5 Notice and Approval for Other Uses and Activities. In the absence of authorization under a Restoration Plan, Citywide Creek Plan or Park Master Plan approved and adopted pursuant to Sections 6.1 through 6.4, some uses permitted by this Easement require that prior written notice be given by GRANTORS to DISTRICT, while other uses permitted by this Easement require the prior written approval of DISTRICT, as specified in Exhibits B-1 and B-2 hereto. The following procedures shall be followed for giving that notice or obtaining that DISTRICT approval. Unless and until such notice is given or approval is obtained in accordance with this Section 6.5, any such activity or use shall be deemed to be prohibited on the Property. In any instance in which DISTRICT approval is required under this subparagraph, DISTRICT's approval shall be based solely upon its reasonable determination as to whether the activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation, education and natural resource restoration and enhancement, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

6.5.1 Uses/Activities Requiring Notice to DISTRICT. For any use, activity or improvement that requires prior written notice to DISTRICT, GRANTORS shall deliver such notice to DISTRICT at least forty-five (45) days prior to the commencement of such use, activity or improvement.

6.5.2 Uses/Activities Requiring Prior Approval from DISTRICT. For any activity or use that requires prior written approval from DISTRICT, GRANTORS shall file a written request for such approval ("GRANTORS' request") with DISTRICT prior to the commencement of such activity or use. DISTRICT shall have forty-five (45) days from the receipt of a complete request for approval, and an additional fourteen (14) days from any subsequent or follow up submittal, to review the request and to approve or disapprove and to notify GRANTORS of any objection thereto. Disapproval or objection, if any, shall be based solely on DISTRICT's reasonable determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTORS' request is incomplete or contains material inaccuracies. If, in DISTRICT's reasonable determination, the proposed activity or use is inconsistent with the terms,

conditions or Conservation Purpose of this Easement, DISTRICT's notice to GRANTORS shall explain the reasons for DISTRICT's disapproval in sufficient detail and shall specify ways in which it is inconsistent with the terms, conditions or Conservation Purpose of this Easement so as to enable GRANTORS to modify the proposed activity or use so as to bring it, if possible, into compliance with the terms, conditions and Conservation Purpose of this Easement. Only upon DISTRICT's express written approval, given by DISTRICT's General Manager, may the proposed activity or use be commenced, and then only in accordance with the terms of the approved request.

6.5.3 Uses Not Expressly Addressed; DISTRICT's Approval. In the event GRANTORS desire to commence an activity or use that is not expressly addressed in Exhibits B-1 or B-2, as applicable, nor described in an approved Plan, GRANTORS shall seek DISTRICT's prior written approval of such activity or use in accordance with this Section 6.5.3. The exercise of any activity or use not expressly reserved in Exhibits B-1 or B-2, as applicable, may constitute a breach of this Easement and may be subject to the provisions of Section 13 (Remedies for Breach).

6.5.4 Incomplete or Inaccurate Request. In the event that DISTRICT determines that GRANTORS' request is incomplete or contains material inaccuracies, DISTRICT shall, in its response, identify the information needed to be provided or corrected so as to enable DISTRICT to determine whether the proposed activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement. Upon receipt of the requested information and/or corrections, DISTRICT shall have an additional fourteen (14) days to review GRANTORS' request, as clarified, and to approve, or disapprove and to notify GRANTORS of any objection thereto in accordance with Section 6.5.2 (Uses/Activities Requiring Prior Approval from DISTRICT).

6.5.5 Notice and Approval Form. GRANTORS shall give notice or request approval using the appropriate form, provided that they are readily available at DISTRICT's offices. DISTRICT may consider notices and requests for approval in different forms, provided that all necessary information is provided to permit DISTRICT to make a reasonable determination as to the consistency of GRANTORS' request with the terms, conditions and Conservation Purpose of this Easement.

6.5.6 DISTRICT's Failure to Respond; Disapproval. Should DISTRICT fail to respond to any of GRANTORS' requests for approval within the time frames provided herein or should DISTRICT determine that a use, activity or improvement requested by GRANTORS is inconsistent with the terms, conditions or Conservation Purpose of this Easement, then GRANTORS may, after giving DISTRICT ten (10) days written notice by registered or certified mail, appeal the failure or disapproval to DISTRICT's Board of Directors for relief, commence a proceeding in arbitration under Section 15 (Arbitration) of this Easement, or commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTORS' request, or pursue any other rights or remedies that GRANTORS may have in law or in equity. In the event that legal action becomes necessary to compel DISTRICT to respond to a request for approval and GRANTORS prevail in that

action, DISTRICT shall reimburse GRANTORS for all reasonable attorney's fees incurred in that action.

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTORS, jointly and severally, agree to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and do hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTORS agree to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTORS further agree to maintain general liability insurance covering acts on the Property. Except as specifically set forth in Section 8.2 (DISTRICT's Indemnity) below, DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTORS, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8.1 (GRANTORS' Indemnity), GRANTORS hereby agree to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

7.2 Hazardous Materials.

7.2.1 Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in DISTRICT:

a) The obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq.) ("CERCLA");

b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;

c) The right to investigate and remediate any hazardous materials, as defined below, associated with the Property; or

d) Any control over GRANTORS' ability to investigate and remediate any hazardous materials, as defined below, associated with the Property.

7.2.2 GRANTORS represent, warrant, and covenant to DISTRICT that GRANTORS' use of the Property shall comply with all environmental laws, as defined below.

7.2.3 For the purposes of this Easement:

a) The term “hazardous materials” includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316 of the California Health & Safety Code and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene, or public health or safety now in effect or enacted after the effective date of this Easement.

b) The term “environmental laws” includes, but is not limited to, any federal, state, local, or administrative agency statute, ordinance, regulation, rule, order, or requirement relating to environmental conditions or hazardous materials.

8. Indemnification.

8.1 GRANTORS’ Indemnity. GRANTORS, jointly and severally, shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT (it being the intent of this provision to limit GRANTORS' indemnity to the proportionate part of DISTRICT's damage, liability, claim or expense for which GRANTORS are responsible); and (ii) the obligations specified in Section 7 (Costs and Liabilities Related to the Property); and (iii) any approvals given under Section 6 (Notice and Approval Procedures). In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's written notice of such claim, demand, or legal complaint to GRANTORS, unless GRANTORS, or either of them, have acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTORS, which approval shall not be unreasonably withheld or delayed.

8.2 DISTRICT's Indemnity. DISTRICT shall hold harmless, indemnify, and defend GRANTORS, their heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the

result of the negligence, gross negligence, or intentional misconduct of GRANTORS, or either of them, (it being the intent of this provision to limit DISTRICT's indemnity to the proportionate part of GRANTORS' damage, liability, claim or expense for which DISTRICT is responsible). In the event of any claim, demand, or legal complaint against GRANTORS, the right to the indemnification provided by this Section 8.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTORS' written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall not be unreasonably withheld or delayed. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTORS from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTORS by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence, or willful misconduct of GRANTORS, or either of them.

9. Public Access to the Property. GRANTORS and DISTRICT understand and agree that a portion of the Property will be developed for a public park and a portion will be developed with public pathways. Nothing contained in this Easement, however, shall itself be construed as granting, permitting, or affording the public access to any portion of the Property. Nor shall anything contained in this Easement be construed to limit or preclude GRANTORS' right to exclude the public from the Property (i) prior to the adoption and implementation of a Park Master Plan, and (ii) after adoption and implementation of a Park Master Plan to the extent necessary for consistency with that Plan, for public health or safety or for preservation of the Conservation Values of the Property. Nothing in this Easement shall be construed to preclude GRANTORS' right to grant access to third parties across the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

10. Compliance with Governmental Regulations. The activities and uses permitted on the Property pursuant to this Easement shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

11. Interpretation and Construction. To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes the Conservation Purpose of this Easement.

12. Baseline Documentation for Enforcement. In order to establish the present condition of the Property as of the recordation of this Easement, DISTRICT will amend the Baseline Report prior to recordation of this Easement, which will be maintained on file with the District and will serve as an objective information baseline for monitoring compliance with the terms of this Easement, and it is therefore important that the parties first agree to the accuracy of the Baseline Report. Before the Baseline Report is finalized, DISTRICT shall provide GRANTORS a complete copy of the draft Report, without charge, and GRANTORS shall have forty-five (45) days in which to inform DISTRICT of any errors or inaccuracies in the Report. If any errors or inaccuracies in the

Baseline Report or in any subsequent update are identified by one or more of the GRANTORS, DISTRICT shall promptly take steps to review and verify any such errors or inaccuracies and appropriate corrections shall be made promptly. DISTRICT recognizes that CITY intends to develop the Future Park Site as a neighborhood park in order to implement the Park Master Plan. The Baseline Report will be supplemented through periodic monitoring reports as the DISTRICT performs its regular monitoring of the Property. DISTRICT shall provide GRANTORS one electronic PDF version of the initial Baseline Report, and any monitoring reports and condition reports, promptly without charge after each is finalized.

13. Remedies for Breach.

13.1 Violation or Threatened Violation. For purposes of this Easement, a violation or threatened violation shall mean (i) the filing for a building permit for, or commencement of, construction of an improvement on the Property that is not allowed hereunder; (ii) the commencement of, or the holding of a publicly noticed meeting where staff or other authorized representatives of GRANTORS, or either of them, announce the intent to commence, a use or activity on the Property that is not allowed hereunder; or (iii) failing to take reasonable actions to terminate any third party use or activity on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement promptly upon GRANTORS' receipt of written notice thereof by DISTRICT.

13.2 DISTRICT's Remedies. In the event of a violation or threatened violation by GRANTORS, or either of them, as defined above, DISTRICT may, following thirty (30) days after written notice of the alleged violation or threatened violation ("Notice of Violation") to GRANTORS, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. In the alternative, DISTRICT may, with the consent of GRANTORS, commence a proceeding in arbitration under Section 15 (Arbitration) of this Easement. The Notice of Violation shall contain a general description of the condition claimed by DISTRICT to be a violation, an explanation of why the use, activity or improvement is deemed to be inconsistent with the terms, conditions or Conservation Purpose of this Easement and shall contain a reasonable and specific cure period during which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The Notice shall be delivered in accordance with Section 20 (Notices) of this Easement. Notwithstanding any other provision of this Section 13.2, if DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT may immediately pursue any and all remedies available under law without waiting for the cure period or the thirty (30) day notice period to expire. DISTRICT's rights under this Section 13 shall apply equally in the event of either actual or threatened violations of the terms, conditions or Conservation Purpose of this Easement. GRANTORS agree that DISTRICT's remedies at law for any violation of this Easement are inadequate and that DISTRICT may be entitled to the injunctive relief described herein, both prohibitive and mandatory and including specific performance of the terms of this Easement, in addition to such other relief, including damages, to which DISTRICT may be entitled,

without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

13.3 DISTRICT's Discretion. Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other terms of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any and all of the terms of this Easement in the future.

13.4 Liquidated Damages. Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a material violation by GRANTORS of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTORS and DISTRICT agree that the damages allowed by Civil Code § 815.7 (c) shall be measured as follows:

a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement at the time of the Notice of Violation by DISTRICT, (ii) the length of time that the improvement exists on the Property after the Notice of Violation is given (in terms of years or portion thereof), and (iii) the then current interest rate for post judgment interest; and

b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic benefit realized by GRANTORS, after the Notice of Violation is given, as a result of the activity or change in use; and

c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic benefit realized by GRANTORS, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT and approved by GRANTORS, which approval shall not be unreasonably withheld or delayed, and (ii) the length of time that the prohibited activity or use continues on the Property after the Notice of Violation is given (in terms of years or portion thereof), and (iii) the then current interest rate for post judgment interest.

13.5 GRANTORS' Compliance. If DISTRICT, in the notice to GRANTORS of any violation or threatened violation, demands that GRANTORS remove an improvement, discontinue a use, or both and claims the damages allowed by Civil Code section 815.7 (c), then GRANTORS may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. In the event of such full and timely compliance, DISTRICT shall not be entitled to damages for the breach specified in the notice of violation. Neither DISTRICT nor GRANTORS shall be entitled to damages when DISTRICT has not claimed damages in its Notice.

13.6 Remedies Nonexclusive. The remedies set forth in this Section 13 are in addition to and are not intended to displace any other remedy available to either party as provided by this Easement, Civil Code sections 815 through 817, or any other applicable local, state or federal law.

14. Acts Beyond GRANTORS' Control. Nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTORS for any injury to or change in the Property resulting from causes beyond GRANTORS' control, including, but not limited to, fire, flood, storm, earth movement or the tortious conduct of third parties, or from any prudent action taken by GRANTORS under emergency conditions to protect public health or safety or to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the greatest extent feasible, is undertaken in manner consistent with the Conservation Purpose of this Easement.

15. Arbitration. If a dispute arises between the parties concerning the consistency of any proposed activity or use with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, any party, with the written consent of the others, may refer the dispute to arbitration by a request made in writing upon the others. Provided that GRANTORS agree not to proceed with any activity or use that is the subject of the dispute pending resolution of the dispute, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then, in each such instance, a proper court, on petition of any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 et seq., or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of section 1283.05 of the Code of Civil Procedure which are hereby incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section 15. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of the State of California shall be the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys' fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

16. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, GRANTORS or DISTRICT or both may commence appropriate action to recover the full value of the portion of the Property so taken. Any expenses incurred by GRANTORS or DISTRICT or both in connection with any such action shall be reimbursed out of the recovered proceeds prior to any division of such proceeds between GRANTORS and DISTRICT; the remainder

of the proceeds shall be divided between GRANTORS and DISTRICT in proportion to their interests as agreed upon by them in writing or, in the absence of such an agreement, as ordered by the court in the action recovering the proceeds. If DISTRICT determines that the portion of the Property to be taken is being sought for a use incompatible with this Easement, DISTRICT may assert the presumptions contained in California Code of Civil Procedure section 1240.680 and California Public Resources Code section 5542.5, or any successor statutes then in effect, to protect DISTRICT's interest in the Property and to preserve the Conservation Values thereof. The terms of this Easement shall terminate as to the portion of the Property taken, but shall remain in effect relative to all other portions of the Property, so long as it remains feasible to fulfill the terms, conditions and Conservation Purpose of this Easement as to those portions of the Property remaining.

17. Easement to Bind Successors. The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTORS, their personal representatives, lessees, executors, successors, including, but not limited to, purchasers at tax sales, assigns and all persons claiming under them. The parties intend that this Easement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Easement.

18. Subsequent Deeds and Leases. GRANTORS agree that a clear reference to this Easement will be made in any subsequent deed or other legal instrument by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed and that GRANTORS will attach a copy of this Easement to any such instrument. GRANTORS further agree to give written notice to DISTRICT of the conveyance of any interest in the Property at least ten (10) days prior to the date of such conveyance. These obligations of GRANTORS shall not be construed as a waiver or relinquishment by DISTRICT of the rights created in favor of DISTRICT by Section 17 (Easement to Bind Successors) of this Easement. The failure of GRANTORS to perform any act required by this Section 18 shall not impair the validity of this Easement or limit its enforceability in any way.

19. Warranty of Ownership. GRANTORS warrant that they, together as set forth in Exhibits A-1 and A-2, are the owners in fee simple of the Property, and that on the date they executed this Easement the Property is not subject to any deeds of trust.

20. Notices. Except as otherwise expressly provided herein, any notice, demand, request, approval, disapproval, or other communication that either party desires or is required to give to the other under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier or delivery service, or telecopy addressed as follows:

To CITY: City of Santa Rosa
Department of Transportation and Public Works
69 Stony Circle
Santa Rosa, CA 95401
Telephone: (707) 543-3800
Fax: (707) 543-3801

City of Santa Rosa
Santa Rosa Water
69 Stony Circle
Santa Rosa, CA 95401
Telephone: (707) 543-4200

With a Copy to: Santa Rosa City Attorney's Office
100 Santa Rosa Avenue, Room 8
Santa Rosa, CA 95404
Telephone: (707) 543-3040
Fax: (707) 543-3055

To SONOMA WATER: Sonoma County Water Agency
Water Agency Principal Engineer, Operations Engineering
404 Aviation Boulevard
Santa Rosa, CA 95403
Telephone: (707) 526-5370
Fax: (707) 526-9301

To DISTRICT: General Manager
Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue Santa Rosa, CA 95401
Telephone: (707) 565-7360
Fax: (707) 565-7370

or to such other address as either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed given one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event that the postmark date is not shown or available, then one business day following the date of mailing shown on a written declaration of mailing, executed under penalty of perjury by an officer or employee of GRANTORS or DISTRICT. In all other instances, notice shall be deemed given at the time of actual delivery. Changes may be made in the names and addressees of the persons to whom notices, demands, requests, approvals, disapprovals, or other communications are to be given by giving notice pursuant to this Section 20.

Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was

refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

21. Amendment. If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTORS and DISTRICT shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, and shall not affect the Easement's perpetual duration. Any such amendment shall be in writing, executed by GRANTORS and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

22. No Forfeiture. Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTORS' title in any respect.

23. Joint and Several Liability. GRANTORS shall be jointly and severally liable for all of GRANTORS' obligations and liabilities under this Easement, including but not limited to the obligations and liabilities arising under Section 7 (Costs and Liabilities Related to the Property), Section 8 (Indemnification), and Section 13 (Remedies for Breach). GRANTORS shall each be entitled to exercise, jointly or independently, GRANTORS' rights under this Easement, subject at all times to the limitations contained herein. Notwithstanding the foregoing, all notices required to be given to GRANTORS hereunder shall, in each instance, be given to all GRANTORS at the addresses set forth in Section 20 (Notices).

24. Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

25.1 Seniority. This Conservation Easement must remain in first position ahead of any recorded mortgage or lien on the Property unless this requirement is waived with written approval of the California Department of Water Resources, who funded a portion of the creek restoration project, and DISTRICT.

26. District Successor. In the event DISTRICT is dissolved, it shall, prior to dissolution, convey this Easement to another public agency, pursuant to Public Resources Code section 5540.6 or any successor statute then in effect, provided that such public agency agrees, as a condition of such conveyance, to uphold the Conservation Purpose of this Easement.

27. Applicable Law and Forum. This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

28. Pronoun Number and Gender. Wherever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

29. GRANTORS and DISTRICT. Wherever used herein, the terms GRANTORS and DISTRICT, and any pronouns used in place thereof, shall mean and include the above-named GRANTORS and their successors, and assigns, and the above-named DISTRICT and its successors and assigns, respectively.

30. DISTRICT's General Manager. Wherever used herein, the term DISTRICT's General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his duly authorized representatives.

31. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 21 (Amendment) hereof.

32. Severability. If any provision of this Easement is found by appropriate court to be invalid or unenforceable, all remaining provisions of this Easement shall remain valid and binding. If the application of any provision of this Easement is found to be invalid or unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

33. Estoppel Certificates. DISTRICT shall at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTORS, execute and deliver to GRANTORS a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of execution and date of recordation of the respective amendment and the nature of such modification) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTORS hereunder, or, if DISTRICT alleges a default by GRANTORS, specifying such default. DISTRICT's obligation to deliver the statement of certification is conditioned on GRANTORS reimbursing DISTRICT for all costs and expenses reasonably and necessarily incurred in its preparation as determined by DISTRICT's General Manager.

34. Execution. GRANTORS shall execute this Easement, cause the same to be acknowledged, and deliver said executed and acknowledged instrument to DISTRICT in such form as to permit its acceptance by DISTRICT and recordation in the Office of the Sonoma County Recorder.

35. No Liens, Encumbrances, or Conveyances. GRANTORS warrant that after they have executed this Easement, they will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted and recorded by DISTRICT.

36. Effective Date. This Easement shall be effective as of the date of its acceptance by DISTRICT pursuant to California Public Resources Code sections 5500 et seq.

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

GRANTORS:

By: _____ DO NOT SIGN _____

Jennifer Burke, Water Director, CITY OF SANTA ROSA

APPROVED AS TO FORM:

By: _____ DO NOT SIGN _____

David Hobstetter, Assistant City Attorney, Santa Rosa City Attorney's Office

ATTEST:

By: _____ DO NOT SIGN _____

Name, Title

By: _____ DO NOT SIGN _____

Chair, Board of Directors, SONOMA COUNTY WATER AGENCY

ATTEST:

By: _____ DO NOT SIGN _____

Name, Title

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____ DO NOT SIGN _____

President of the Board of Directors

ATTEST:

By: _____ DO NOT SIGN _____

(Name), Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

ATTACHMENTS:

Exhibit A-1: The City Lands

Exhibit A-2: The Sonoma Water Lands

Exhibit A-3: The Property

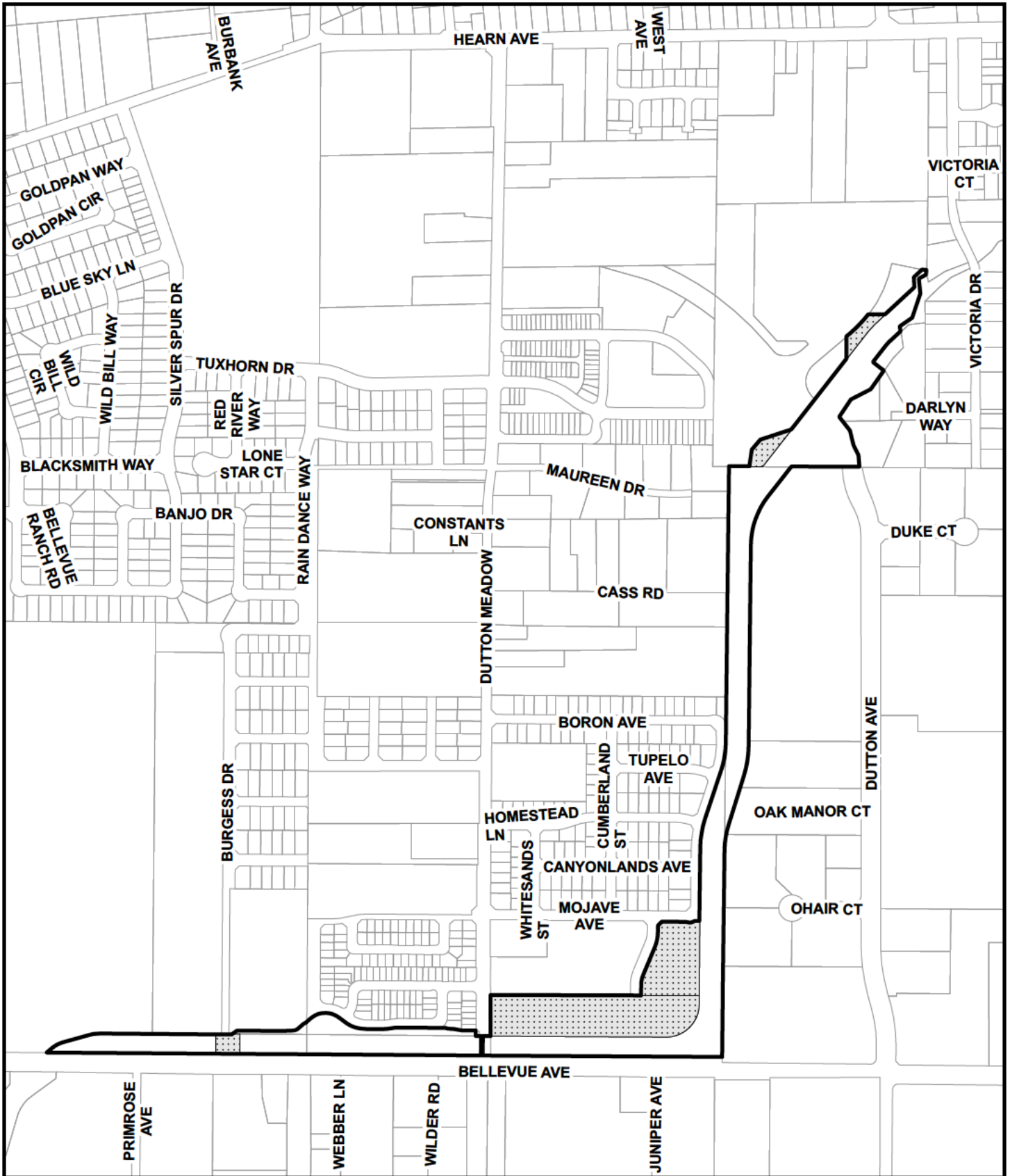
Exhibit B-1: Reserved and Restricted Rights for the Restoration Lands

Exhibit B-2: Reserved and Restricted Rights for the Future Park Site

Exhibit C-1: Project Structure Map




Exhibit C-2: The Future Park Site

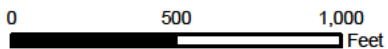
Exhibit C-3: The Restoration Lands



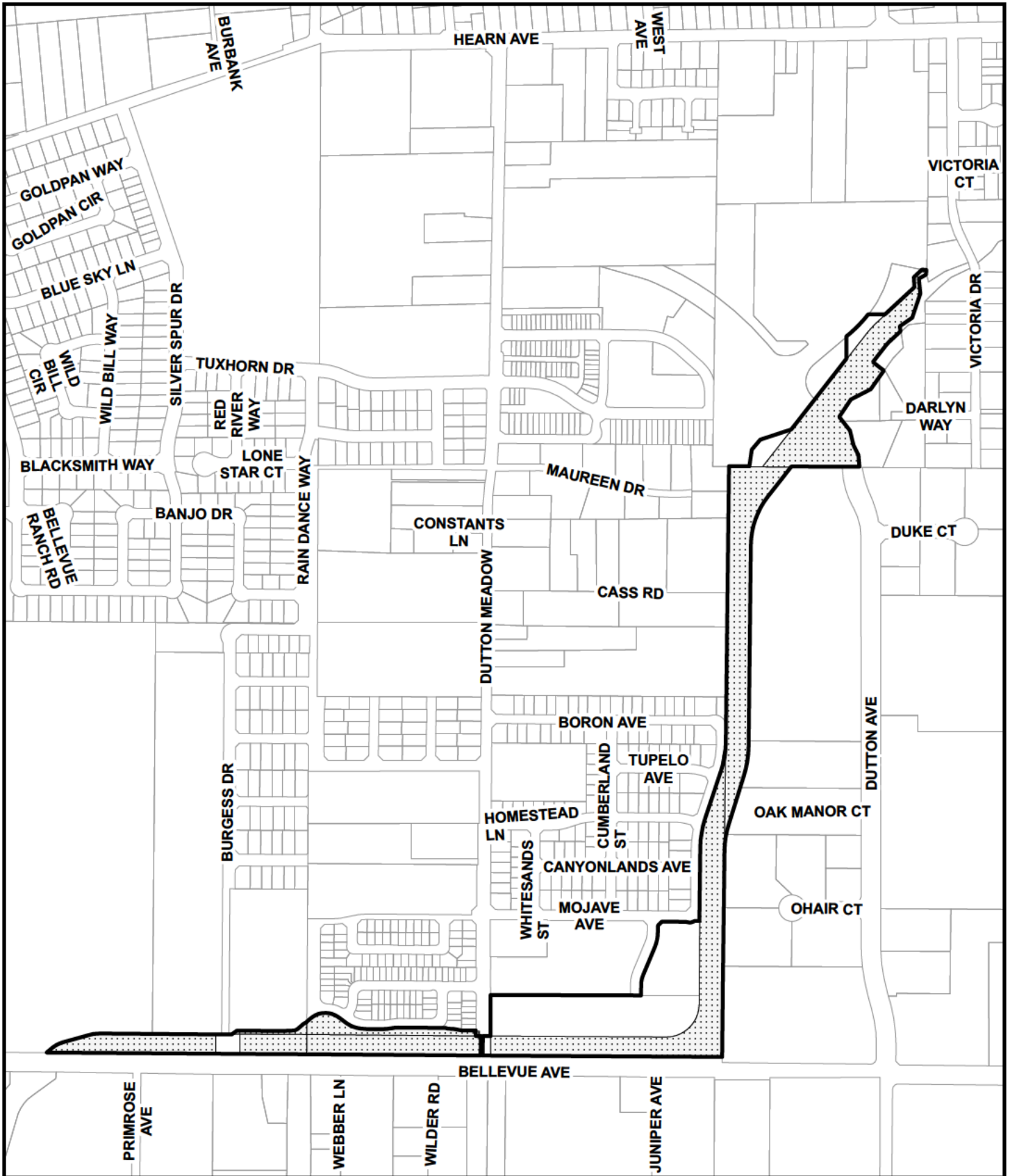
Colgan Creek

**Exhibit A-1:
City of Santa Rosa Lands**




-  Easement Boundary
-  City of Santa Rosa Property
-  Assessor Parcels



Map Date: 10/6/2025
 Sources: Sonoma County GIS (parcels, streets)
 Cinqini & Passarino Inc. (City of Santa Rosa Property)
 This map is for illustrative purposes; it is not
 intended to be a definitive property description.



Colgan Creek
Exhibit A-2:
Sonoma County
Water Agency Lands

-  Easement Boundary
-  Sonoma County Water Agency Property
-  Assessor Parcels



Map Date: 10/6/2025
 Sources: Sonoma County GIS (parcels, streets)
 Cinquini & Passarino Inc. (SCWA Property)
 This map is for illustrative purposes; it is not
 intended to be a definitive property description.

EXHIBIT 'A-3'
LEGAL DESCRIPTION
"THE PROPERTY"

Lying in the City of Santa Rosa, County of Sonoma, State of California, and being the real property described by Deed and Agreement recorded under Document Number 2016-030848, by Grant Deed recorded under Document Number 2017-076959, by Grant Deed recorded under Document Number 2023-015675, and a portion of "Parcel B" described by the Acceptance of Irrevocable Offer of Dedication recorded under Document Number 2016-007604, Sonoma County Records, more particularly described as follows:

TRACT 1: (APNs 043-200-005, 043-200-009, 043-135-002, 043-122-007, 043-122-015, 043-122-017)

BEGINNING at the most northerly point on the northerly boundary of Parcel 1 of Tract 1 as described by said Deed and Agreement; thence along said northerly boundary, South 84°17'08" East 18.60 feet to the northeasterly corner of said Parcel 1 of Tract 1; thence along said easterly boundary the following 9 courses:

- 1) South 0°36'38" West 20.18 feet;
- 2) thence South 60°41'59" West 36.62 feet;
- 3) thence South 05°52'29" East 64.97 feet;
- 4) thence South 18°43'52" West 111.92 feet;
- 5) thence South 55°31'27" West 65.93 feet;
- 6) thence South 08°11'15" East 22.09 feet;
- 7) thence South 47°12'29" West 63.12 feet;
- 8) thence along a curve to the left having a radius of 150.00 feet, through a central angle of 09°13'04", for a length of 24.13 feet;
- 9) thence South 37°59'25" West 93.82 feet to the most northerly corner of Parcel 2 of Tract 1 as described by said Deed and Agreement;

thence along the easterly boundary of said Parcel 2 of Tract 1 as described therein, the following 8 courses:

- 1) South 52°00'35" East 59.97 feet;
- 2) thence South 34°55'49" West 100.01 feet;
- 3) thence South 62°54'43" West 97.51 feet;
- 4) thence South 33°39'39" West 92.14 feet;
- 5) thence South 38°25'25" East 76.19 feet;
- 6) thence South 13°54'04" East 64.73 feet;
- 7) thence South 26°04'20" East 49.92 feet;
- 8) thence South 04°02'15" East 50.77 feet to the southeast corner of said Parcel 2 of Tract 1;

thence along the southerly boundary of said Parcel 2 of Tract 1 as described therein, North 89°44'27" West 297.18 feet to the northeast corner of Parcel 1 of Tract 2 as described by said Deed and Agreement;

thence along the easterly boundary of said Parcel 1 of Tract 2 as described therein, the following 6 courses:

- 1) South 37°59'25" West 167.35 feet;
- 2) thence along a curve to the left having a radius of 350.00 feet, through a central angle of 37°19'27", for a length of 228.00 feet;
- 3) thence South 00°39'58" West 879.27 feet;
- 4) thence along a curve to the right having a radius of 450.00 feet, through a central angle of 17°00'00", for a length of 133.52 feet;
- 5) thence South 17°09'59" West 232.39 feet;
- 6) thence along a curve to the left having a radius of 348.00 feet, through a central angle of 16°30'01", for a length of 100.22 feet to the most southerly corner of said Parcel 2, said point being a point on the easterly boundary of Parcel 1 of Tract 7 as described by said Deed and Agreement;

thence along said easterly boundary of Parcel 1 of Tract 7, South 00°39'58" West 314.93 feet to the northeast corner of Parcel 4 of Tract 7 as described by said Deed and Agreement; thence along the easterly boundary of said Parcel 4 of Tract 7, South 00°39'58" West 330.67 feet to the northeast corner of Parcel 2 of Tract 7 as described by said Deed and Agreement; thence along the easterly boundary of said Parcel 2 of Tract 7, South 00°39'58" West 33.58 feet to the most northerly corner of Parcel 3 of Tract 7 as described by said Deed and Agreement; thence along the easterly boundary of said Parcel 3 of Tract 7, South 00°39'58" West 226.84 feet to the southeast corner of said Parcel 3 of Tract 7, said corner also being on the northerly right-of-way of Bellevue Avenue; thence along said northerly right-of-way, also being the southern boundary of said Parcel 3 of Tract 7, North 89°40'40" West 62.00 feet to the southeast corner of said Parcel 2 of Tract 7; thence continuing along said northerly right-of-way, also being the southerly boundary of said Parcel 2 of Tract 7, North 89°40'40" West 982.17 feet to more or less, the southwest corner of said Parcel 2 of Tract 7; thence along the western boundary of said Parcel 2, Tract 7, North 00°39'52" East 84.72 feet to the northwest corner of said Parcel 2 of Tract 7; thence along northerly boundary of said Parcel 2 of Tract 7, South 89°40'40" East 25.00 feet more or less, to the southwest corner of the Lands of the City of Santa Rosa, as described in Grant Deed recorded under Document Number 2023-015675; thence leaving said northerly boundary, along the westerly boundary of said real property, North 00°23'22" East 179.45 feet to the northwest corner thereof; thence along the northerly boundary of said real property, South 89°36'37" East 663.08 feet to the southwest corner of Tract 6 as described by said Deed and Agreement; thence along the westerly and northerly boundaries of said Tract 6 the following 10 courses:

- 1) North 00°23'22" West 47.09 feet;

- 2) thence along a curve to the right having a radius of 126.00 feet, through a central angle of 22°36'35", for a length of 49.72 feet;
- 3) thence North 22°59'57" East 129.75 feet;
- 4) thence along a curve to the left having a radius of 174.00 feet, through a central angle of 22°36'35", for a length of 68.66 feet;
- 5) thence North 00°23'22" East 26.61 feet;
- 6) thence North 45°23'22" East 24.60 feet;
- 7) thence South 89°36'38" East 98.34 feet;
- 8) thence along a curve to the right having a radius of 34.00 feet, through a central angle of 15°44'44", for a length of 9.34 feet;
- 9) thence along a curve to the left having a radius of 46.00 feet, through a central angle of 47°17'48", for a length of 37.97 feet;
- 10) thence South 89°36'38" East 19.50 feet to the northeast corner of said Tract 6, also being a point on the westerly boundary of said Parcel 1 of Tract 7;

thence along said westerly boundary, the following 4 courses:

- 1) North 00°39'58" East 313.14 feet more or less, to the beginning of a curve in the said westerly boundary;
- 2) thence along said curve to the right having a radius of 453.00 feet, through a central angle of 17°00'00", for a length of 134.41 feet;
- 3) thence North 18°24'57" East 225.15 feet;
- 4) thence along a curve to the left, having a radius of 350.00 feet, through a central angle of 17°44'59", for a length of 108.43 feet to a point on the westerly boundary of said Parcel 1 of Tract 2;

thence along said westerly boundary, North 00°39'58" East 879.61 feet more or less, to the most southerly corner of Parcel 2 of Tract 2 as described by said Deed and Agreement; thence along the westerly boundary of said Parcel 2 of Tract 2, North 00°39'58" East 343.35 feet to the northwest corner thereof; thence along the northerly boundary of said Parcel 2 of Tract 2, South 89°44'27" East 88.91 feet more or less, to the southwest corner of that real property as described by said Grant Deed recorded under Document Number 2017-076959;

thence along the westerly and northerly boundaries of said property, the following 3 courses:

- 1) North 08°35'55" East 73.20 feet more or less, to an angle point in the said westerly boundary;
- 2) thence North 40°01'08" East 57.64 feet;
- 3) thence North 71°55'12" East 142.61 feet to a point on the westerly boundary of said Parcel 1 of Tract 1;

thence along said westerly boundary the following 5 courses:

- 1) North 37°59'25" East 547.27 feet more or less, to the beginning of a curve in the said westerly boundary;
- 2) thence along said curve to the right having a radius of 250.00 feet, through a central angle of 09°13'04", for a length of 40.22 feet;
- 3) thence North 47°12'29" East 239.00 feet;
- 4) thence North 03°19'10" West 44.05 feet;
- 5) thence North 47°12'29" East 48.45 feet to the POINT OF BEGINNING.

TRACT 2: (APN 043-121-009, 043-121-014, 134-042-055, 134-042-056, 134-042-057, 134-042-066, 134-042-068)

BEGINNING at the northeast corner of Tract 8 as described by said Deed and Agreement, said northeast corner; thence along the easterly boundary of said Tract 8, South 00°39'52" East 85.02 feet to a point on the northerly right-of-way of Bellevue Avenue, also being the southern boundary of said Tract 8; thence along said northerly right-of-way also being the southerly boundary of Tract 8, North 89°40'40" West 778.07 feet to the southeast corner of Tract 5 as described by said Deed and Agreement; thence continuing along said northerly right-of-way also being the southerly boundary of said tract 5, North 89°40'40" West 293.66 feet more or less, to the southeast corner of Tract 4 as described by said Deed and Agreement; thence continuing along said northerly right-of-way also being the southerly boundary of said Tract 4, North 89°40'40" West 106.00 feet to the southeast corner of Tract 3 as described by said Deed and Agreement; thence continuing along said northerly right-of-way also being the southerly boundary of Tract 3 as described by said Deed and Agreement, North 89°40'40" West 486.67 feet to a point on the northerly boundary of the real property described in the Grant Deed recorded in Book 2302 of Official Records, beginning at page 601 Sonoma County Records; thence continuing along the said northerly right-of-way, also being said northern boundary, North 89°40'40" West 244.95 feet more or less, to its intersection with the northwesterly boundary of said Tract 3; thence leaving said northerly right-of-way, along the northerly boundary of said Tract 3, the following 5 courses:

- 1) North 50°29'20" East 35.55 feet more or less, to the beginning of a curve in the said northerly boundary;
- 2) thence along a curve to the right having a radius of 115.00 feet, through a central angle of 24°00'00", for a length of 48.17 feet;
- 3) thence North 74°29'20" East 121.20 feet;
- 4) thence along a curve to the right having a radius of 180.00 feet, through a central angle of 15°50'00", for a length of 49.74 feet;
- 5) thence South 89°40'40" East 496.42 feet more or less, to the northeast corner of Tract 3;

thence along the northerly boundary of Tract 4, South 89°40'40" East 73.78 feet to the southwest corner of Tract 9 as described by said Deed and Agreement; thence along the northerly boundary of said Tract 9, the following 2 courses:

- 1) North $54^{\circ}43'06''$ East 27.68 feet more or less, to an angle point in the said northerly boundary;
- 2) thence South $89^{\circ}44'48''$ East 206.27 feet to the most westerly corner of Tract 10 as described by said Deed and Agreement;

thence along the northerly boundary of said Tract 10, the following 4 courses:

- 1) North $87^{\circ}40'24''$ East 41.30 feet;
- 2) thence along a curve to the left having a radius of 30.50 feet, through a central angle of $38^{\circ}35'08''$, for a length of 20.54 feet;
- 3) thence North $49^{\circ}05'16''$ East 32.86 feet;
- 4) thence North $61^{\circ}20'50''$ East 12.57 feet to the most westerly corner of the northerly boundary of Tract 11 as described by said Deed and Agreement;

thence along said northerly boundary of Tract 11, the following 13 courses:

- 1) North $48^{\circ}18'52''$ East 20.35 feet;
- 2) thence along a non-tangent curve to the right with a tangent bearing of North $45^{\circ}45'05''$ East, having a radius of 99.79 feet, through a central angle of $89^{\circ}48'36''$, for a length of 156.42 feet;
- 3) thence along a non-tangent curve to the left with a tangent bearing of South $49^{\circ}52'24''$ East, having a radius of 173.00 feet, through a central angle of $40^{\circ}06'13''$, for a length of 121.09 feet;
- 4) thence South $89^{\circ}34'52''$ East 65.36 feet;
- 5) thence along a non-tangent curve to the left with a tangent bearing of South $89^{\circ}18'08''$ East, having a radius of 180.39 feet, through a central angle of $12^{\circ}18'21''$, for a length of 38.74 feet;
- 6) thence along a non-tangent curve to the right with a tangent bearing of North $79^{\circ}36'31''$ East, having a radius of 177.00 feet, through a central angle of $10^{\circ}48'37''$, for a length of 33.40 feet;
- 7) thence South $89^{\circ}34'52''$ East 203.47 feet;
- 8) thence along a non-tangent curve to the right with a tangent bearing of South $89^{\circ}06'07''$ East, having a radius of 20.50 feet, through a central angle of $22^{\circ}46'42''$, for a length of 8.15 feet;
- 9) thence along a non-tangent curve to the left with a tangent bearing of South $66^{\circ}45'15''$ East, having a radius of 24.50 feet, through a central angle of $22^{\circ}49'49''$, for a length of 9.76 feet;
- 10) thence South $88^{\circ}22'34''$ East 19.54 feet; thence along a non-tangent curve to the left with a tangent bearing of South $77^{\circ}55'59''$ East, having a radius of 223.00 feet, through a central angle of $11^{\circ}38'53''$, for a length of 45.34 feet;
- 11) thence South $89^{\circ}34'52''$ East 63.93 feet;
- 12) thence South $0^{\circ}24'56''$ West 23.93 feet more or less, to the northerly boundary of said Tract 8,

thence along said northerly boundary of Tract 8 South 89°40'40" East 23.92 feet, more or less, to the POINT OF BEGINNING.

TRACT 3: (A portion of APN 043-200-007)

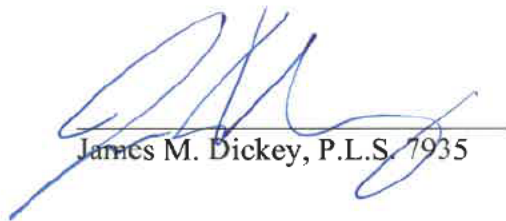
COMMENCING at a 3-inch brass disk stamped "Sonoma County Flood Control Water Conservation District" lying on the northwesterly line of Colgan Creek Channel as shown on sheet 3 of 7 of the Record of Survey of the Lands of Clement Carinalli Et Ux, filed for record of Book 704 of Maps at Pages 34 through 40, Sonoma County Records; thence along said northwesterly line, South 47°14'13" West 174.52 feet to the POINT OF BEGINNING; thence continuing along said line, South 47°14'13" West 64.48 feet to a 3-inch brass disk stamped "Sonoma County Flood Control Water Conservation District"; thence continuing along said line along a curve to the left with a radius of 250.00 feet, through a central angle of 09°13'04", for a length of 40.22 feet to a 3-inch brass disk stamped "Sonoma County Flood Control Water Conservation District"; thence continuing along said line, South 37°59'25" West 153.64 feet; thence leaving said line, North 00°00'00" East 97.32 feet; thence North 49°35'20" East 20.76 feet; thence along a curve to the left with a radius of 542.00 feet, through a central angle of 12°12'55", for a length of 115.55 feet; thence North 90°00'00" East 73.91 feet to the POINT OF BEGINNING.

Basis of Bearings (TRACT 3): being North 47°14'13" East between found 3-inch brass disks on the Northwesterly line of the Colgan Creek Channel as shown on sheet 3 of 7 of the Record of Survey of the Lands of Clement Carinalli Et Ux, filed for record in Book 704 of Naps at Pages 34 through 40, Sonoma County Records.

Containing 17.67 Acres more or less.

END OF DESCRIPTION

Prepared by Cinquini & Passarino, Inc.


James M. Dickey, P.L.S. 7935



4/23/2026
Date

EXHIBIT B-1
RESERVED AND RESTRICTED RIGHTS FOR THE RESTORATION LANDS

GRANTORS shall confine the use of the Restoration Lands to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved, restricted or prohibited as set forth below. GRANTORS and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather, (a) establishes specific allowed activities and uses; (b) establishes specific prohibited activities and uses; and (c) provides guidance for determining the consistency of other activities and uses with this Easement in accordance with the procedure set forth in Section 6 (Notice and Approval Procedures) of this Easement.

1. General Limitations Governing All Uses and Improvements. The following general criteria shall apply to the Restoration Lands:

1.1 Structures and other improvements shall not result in impervious surfaces on, cumulatively, more than ten percent (10%) of the Restoration Lands, excepting paved pathway to run along Colgan Creek.

1.2 Structures and improvements on the Restoration Lands shall not exceed 15 feet in height from top of creek bank, except for any pedestrian bridge over Colgan Creek, and any Dutton Avenue overcrossings/bridges over Colgan Creek, whose heights shall be as deemed appropriate by GRANTORS' engineers. In no case, however, shall lighting on any pedestrian bridge exceed 20 feet from top of bank, but this restriction shall not apply to lighting, if any, on the Dutton Avenue overcrossing/bridge, which may remain as deemed appropriate by GRANTOR's engineers.

1.3 No use or improvement shall materially impair GRANTORS' ability to provide for the realignment, restoration and enhancement of Colgan Creek to a more natural, meandering creek with native riparian plantings, consistent with GRANTORS' ability to maintain or expand flood conveyance capacity within the Colgan Creek corridor.

1.4 No use or improvement shall materially impair GRANTORS' ability to provide for public outdoor recreational and educational uses and activities on the Property.

1.5 No use of the Restoration Lands shall result in any significant soil degradation, or significant pollution or degradation of any surface or subsurface waters.

2. Lower Colgan Creek Restoration Conceptual Plan (Restoration Plan). All uses and improvements described in the Restoration Plan and all development reasonably necessary to the implementation of those described uses and improvements shall be deemed consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required.

3. Land Uses. Except as otherwise authorized within the Restoration Plan and any revisions or updates approved pursuant to Section 6 (Notice and Approval Procedures) of this Easement, use of the Restoration Lands shall be limited to natural resource restoration and enhancement, recreational and educational uses, emergency activities, and the maintenance or expansion of flood conveyance capacity. Commercial, industrial or residential use of or activity on the Restoration Lands is prohibited. Any alteration of the contour of the Restoration Lands in any manner whatsoever including, but not limited to, excavating or removing soil, sand, gravel, rock, peat or sod is restricted to: (a) the minimum necessary in connection with the allowed uses as provided in this Paragraph 3 of this Exhibit B-1, and (b) the implementation of the Restoration Plan.

3.1 Natural Resource Restoration and Enhancement Use. GRANTORS may undertake natural resource restoration and enhancement activities, including, but not limited to, the realignment of the Colgan Creek channel to a more natural, meandering creek with native riparian plantings; enhancement of water quality; maintenance or expansion of flood conveyance capacity; implementation of practices to reduce erosion and stabilize the bank; enhancement of native plant and wildlife habitat; and activities that promote biodiversity on the Restoration Lands;

3.1.1 Mitigation. The Restoration Lands shall be available to mitigate for impacts due to on-site permitted uses. The Restoration Lands shall not be available to mitigate for environmental impacts of projects located off site unless all of the following criteria are met:

a) the offsite project is within the Laguna Watershed; and

b) the mitigation project or use of mitigation funding is consistent with the Restoration Plan and provides for the restoration or enhancement of native riparian habitat, wetlands, oak woodlands, rare plants, and/or enhancement of water quality in support of the Conservation Purposes of this Easement.

3.2 Recreational and Educational Use. GRANTORS may use the Restoration Lands for low-intensity public outdoor recreational and educational purposes. Such uses may include, but are not limited to, picnicking, informal play and exercising, bicycling, native plant and habitat installation, special events that are limited to non-motorized vehicle use of the pathway such as walking, biking or running, City parks, public and school educational activities and programs, and other such uses similar in nature and intensity and undertaken in a manner that is consistent with the Conservation Purpose of this Easement.

3.3 Emergency Activities. In the event of a natural disaster or other emergency condition, including floods and fires, GRANTORS may undertake such activities as may become necessary or appropriate to protect public health or safety of persons in the local area, so long as such activities, to the greatest extent feasible, are undertaken in a manner that does not hinder the Conservation Purpose of this Easement.

4. Subdivision/Development Rights. GRANTORS shall not further divide the Restoration Lands, whether by subdivision, conveyance, partition, lot line adjustment or any other means, nor shall GRANTORS gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act or otherwise, of additional parcels which may have previously been created on the Property by patent or deed conveyance, subdivision or survey; nor shall CITY sell, alienate, finance or convey any portion of the City Lands separate from the whole of the City Lands, except through the power of Eminent Domain; nor shall SONOMA WATER sell, alienate, finance or convey any portion of the Sonoma Water Lands separate from the whole of the Sonoma Water Lands, except through the power of Eminent Domain. Notwithstanding anything stated to the contrary in the previous sentence, GRANTORS may, with written notice to District, undertake the following actions:

4.1 Conveyance for Conservation Purposes. GRANTORS may voluntarily convey the Restoration Lands or a portion of the Restoration Lands to a government or non-profit entity exclusively to provide for conservation or public access, consistent with the Conservation Purpose of this Easement.

4.2 Merger, Lot-line Adjustment, Minor Conveyances Among Existing Parcels. GRANTORS may merge the existing parcels on the Property or carry out a lot-line adjustment or minor conveyances among the existing parcels on the Property, provided same does not hinder GRANTORS' ability to carry out the purposes of this Easement.

4.3 Financing. Nothing in this Easement shall prohibit GRANTORS from using the Restoration Lands for bond financing purposes, provided that all such bonding shall be made subject to this Easement, and provided GRANTORS secure prior written approval by the Department of Water Resources and DISTRICT.

5. Restoration and Enhancement. GRANTORS may undertake conservation and restoration activities including, but not limited to, realignment of the Colgan Creek channel to a more natural, meandering creek; regeneration of native oak and riparian habitat; enhancement of water quality; actions to maintain or expand flood conveyance capacity; implementation of practices to reduce erosion and stabilize the bank; enhancement of native plant and wildlife habitat; and activities that promote biodiversity in accordance with sound, generally-accepted conservation practices and all applicable laws, ordinances and regulations. GRANTORS may remove or control plant species or animal species that threaten the Conservation Purpose of this Easement, using techniques that minimize harm to native wildlife and plants and in accordance with all applicable laws. All activities pursuant to the restoration and enhancement of the Restoration Lands shall be done in accordance with sound, generally- accepted conservation practices and all applicable laws, ordinances and regulations and in a manner that is consistent with the Conservation Purpose of this Easement.

6. Vegetation and Fire Management.

6.1 Native Vegetation Management. Native plants and trees may be harvested, cut, removed or destroyed only (a) to control insects, vectors and disease; (b) to prevent personal

injury or property damage, including fire prevention and vegetation management necessary to maintain or increase flood conveyance capacity; (c) to allow for construction or repair of recreational and educational structures and improvements permitted herein; (d) to prevent other unintended uses of the property, such as homeless encampment; and (e) to allow for habitat restoration activities, in accordance with Paragraph 5 of this Exhibit B-1.

6.2 Fire Management. GRANTORS may undertake native and non-native vegetation management for the purpose of fire control in a manner that is consistent with the Conservation Purpose of this Easement and in compliance with all applicable laws, ordinances and regulations, including those of the California Department of Forestry and Fire Protection and appropriate local fire protection agencies.

7. Structures and Improvements. Except as otherwise authorized within the Restoration Plan and any revisions or updates approved pursuant to Section 6 (Notice and Approval Procedures) of this Easement, GRANTORS may place on the Restoration Lands only the structures and improvements set forth below. All structures and improvements shall be sited in locations that do not significantly impact the Conservation Purpose of this Easement. At no time shall improvements on the Restoration Lands result in impervious surfaces on, cumulatively, more than ten percent (10%) of the Restoration Lands, excepting paved pathway to run along Colgan Creek. No new structure shall exceed 15 feet in height from top of creek bank, except for any pedestrian bridge over Colgan Creek and for any Dutton Avenue overcrossing/bridge, whose height shall be as deemed appropriate by GRANTORS' engineers. In no case, however, shall lighting on any pedestrian bridge exceed 20 feet from top of bank, but this restriction shall not apply to lighting, if any, on the Dutton Avenue overcrossing/bridge, which may remain as deemed appropriate by GRANTOR's engineers.

7.1 Improvements for Recreational and Educational Uses. In addition to those improvements identified in the Restoration Plan and any revisions or updates approved pursuant to Section 6 (Notice and Approval Procedures) of this Easement, as well as those expressly allowed in this Exhibit B-1, GRANTORS may construct, erect or place improvements associated with permitted outdoor public recreational and educational uses as follows:

a) Benches, picnic tables, public art, refuse and recycling containers and other similar minor improvements without any notice to or approval from DISTRICT.

b) Paved or permeable trails and pathways, exercise areas, open grassy fields for informal play, drinking fountains, safety lighting, pedestrian bridge lighting, and other similar improvements with prior written approval of DISTRICT.

7.2 Maintenance or Replacement of Improvements. GRANTORS may maintain, repair, or replace structures, improvements and utility systems existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement as follows:

a) If the maintenance, repair or replacement does not increase the height of the structure or improvement, materially increase the land surface area it

occupies or change its location or function, no notice to or approval by DISTRICT shall be required.

b) Any maintenance, repair or replacement that increases the height of the structure or improvement, materially increases the land surface area it occupies, or changes its location or function shall be treated as new construction under this Paragraph 7 of this Exhibit B-1.

7.3 Structural Improvements for Renewable Energy Resources. GRANTORS shall not place or construct on the Restoration Lands improvements for the development and utilization of renewable energy resources, including but not limited to solar, wind or geothermal, where the improvements are designed primarily to produce energy for use outside of the Property. Notwithstanding the prior sentence, GRANTORS may, subject to the impervious surface limitation of Paragraph 7 of this Exhibit B-1 and without notice to or approval of DISTRICT, place or construct solar panels on Restoration Lands to generate energy for structures or improvements, placed on the Restoration Lands pursuant to this Easement, provided that such solar panels are the minimum necessary size for the intended use and constructed and operated in a manner that is consistent with the Conservation Purpose of this Easement and do not exceed the height limitations set forth herein or hinder the GRANTORS' ability to carry out the Conservation Purpose of this Easement.

7.4 Underground Utilities. Subject to prior written notice to DISTRICT, GRANTORS may install or allow installation of underground conduits for water, sanitation, gas, electricity and other utilities associated with and necessary for permitted uses and activities on the Restoration Lands or for new or existing offsite development consistent with CITY's General Plan, as updated and amended from time to time, so long as such installation has no significant adverse impact on the Conservation Purpose of this Easement. The installation of any underground utilities shall be undertaken in a manner least disruptive to natural resources as feasible and any damage done during said installation shall be repaired and the Restoration Lands restored.

7.5 Public Safety Systems. GRANTOR may, subject to the impervious surface limitation of Paragraph 7 of this Exhibit B-1 and without notice to or approval of DISTRICT, install communication and geophysical data collection, monitoring, and transmission systems and associated infrastructure directly supportive of public safety operations, including, but not limited to, wildfire detection sensors and cameras, weather stations, stream gauges, seismic sensors, and emergency communication systems ("Public Safety Systems"), provided such infrastructure is the minimum necessary for the public safety purpose and is designed, sited, constructed, and maintained so as to minimize impacts to the Conservation Values of the Property. Public Safety Systems do not include telecommunications facilities designed for use by the general public, such as commercial cell phone towers or antennae.

7.6 Fences. GRANTORS may construct, erect or place fencing deemed by GRANTORS to be reasonably necessary for permitted uses on the Restoration Lands, without prior notice to or approval of DISTRICT, provided however that such fencing is constructed to allow visibility and

wildlife movement, except as necessary in connection with natural resource restoration and enhancement, and is consistent with the Conservation Purpose of this Easement.

7.7 Public Parking, Access Roads and Bridges. GRANTORS may construct, improve and maintain a public parking area(s), access roads and bridges over Colgan Creek as minimally necessary for the permitted uses of the Restoration Lands and the Future Park Site and in a manner that is consistent with the Conservation Purpose of this Easement. GRANTORS reserve the right to pursue the Dutton Avenue overcrossing/bridge, which may include footings within Colgan Creek.

7.8 Signs. Construction of outdoor advertising structures such as signs and billboards is prohibited. GRANTORS reserve the right to construct or place (a) sign(s) identifying the Restoration Lands; (b) sign(s) marking the boundary of the Restoration Lands; (c) sign(s) to provide directional, educational or interpretive information; (d) signs acknowledging participation of funding agencies/partners; and (e) signs setting forth park and/or local area rules or regulations applicable to use of the Restoration Lands, provided that the size and number of all signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and further provided that such signs are sited and constructed in a manner that does not create significant visual impact and does not hinder the Conservation Purpose of this Easement.

7.9 Flood Conveyance Capacity. GRANTORS may construct and maintain improvements as necessary to maintain or expand flood conveyance capacity in Colgan Creek.

8. Water Resources. The draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, springs and wetlands is prohibited, except as expressly allowed in Paragraphs 5, 7.1(b), 7.4, and 7.8 in this Exhibit B-1, and as necessary for construction and maintenance of bridges and streambed maintenance activities.

9. Easements. Use of existing easements of record granted prior to this Easement may continue. GRANTORS may, with prior written notice to the DISTRICT, grant new temporary or permanent easements, and modify or amend existing easements provided that any new or modified easement does not adversely impact the Conservation Purpose of this Easement. It is the duty of GRANTORS to prevent the use of the Restoration Lands by third parties that may result in the creation of prescriptive rights inconsistent with the Conservation Purpose of this Easement.

10. Off-Road Motorized Vehicle Use. Use of motorized vehicles off roadways is prohibited except when necessary for permitted construction, maintenance, emergency access and property management activities or in direct connection with natural resource restoration and enhancement activities. Any off-road motorized vehicle use permitted by this Paragraph 10 shall be undertaken in a manner that is consistent with the Conservation Purpose of this Easement.

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

12. Dumping. The dumping, release, burning, permanent storage, or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited,

13. Storage. Outdoor storage is prohibited, except as follows:

13.1 Storage of Construction Materials. In connection with permitted uses, GRANTORS may store construction and other work materials needed during construction while work is in progress and for a period not to exceed one hundred twenty (120) days beyond completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of ninety (90) days.

13.2 Storage of Materials Related to Permitted Uses. GRANTORS may store materials and supplies required for permitted uses, so long as storage is consistent with governmental regulations and guidelines and is undertaken in a manner that is consistent with the Conservation Purpose of this Easement.

EXHIBIT B-2
RESERVED AND RESTRICTED RIGHTS FOR THE FUTURE PARK SITE

GRANTORS shall confine the use of the Future Park Site (FPS) to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved, restricted or prohibited as set forth below. GRANTORS and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather, (a) establishes specific allowed activities and uses; (b) establishes specific prohibited activities and uses; and (c) provides guidance for determining the consistency of other activities and uses with this Easement in accordance with the procedure set forth in Section 6 (Notice and Approval Procedures) of this Easement.

1. General Limitations Governing All Uses and Improvements. The following general criteria shall apply to the FPS:

1.1 New structures and park improvements shall not result in impervious surfaces on, cumulatively, more than twenty percent (20%) of the FPS, except as otherwise may be approved by District in the Park Master Plan, and excepting the paved pathway to run along Colgan Creek.

1.2 New structures and improvements on the FPS shall be non-residential and shall not exceed 15 feet in height, excepting play structures approved in the Park Master Plan and lighting that shall not exceed 20 feet in height, measured from the top of the creek bank.

1.3 No use or improvement shall materially impair GRANTORS' ability to provide for public outdoor recreational and educational uses and activities on the FPS.

1.4 The development of the FPS shall not interfere with the development and use of the Restoration Lands, in accordance with the Restoration Plan and the Citywide Creek Master Plan.

1.5 No use of the FPS shall result in any significant soil degradation, or significant pollution or degradation of any surface or subsurface waters.

Uses and improvements described in the approved Park Master Plan (see Paragraph 2 below), and all development necessary to implement those described uses and improvement, shall be deemed to be consistent with the Conservation Purpose of this Easement, and shall be permitted on the FPS without further notice to or approval by DISTRICT required. All such uses and improvements shall be undertaken in accordance with the terms and provisions of this Easement and in compliance with all applicable laws and regulations.

The Park Master Plan may be amended, revised or updated from time to time as required,

provided that such amendment, revision or update shall be subject to DISTRICT's approval in accordance with Section 6 (Notice and Approval Procedures) of this Easement. DISTRICT's review and approval of amendments, revisions and updates to the Park Master Plan, and future plans, shall be based on the amendment, revision or update's consistency with the terms, conditions and Conservation Purpose of this Easement (including consistency with this Exhibit B-2).

2. Park Master Plan (Park Master Plan). CITY intends to develop and implement a Park Master Plan for the FPS as described in Section 6.3 (Park Master Plan for Future Park Site) of this Easement. The Park Master Plan will support the purpose of the Lower Colgan Creek Restoration Conceptual Plan (Restoration Plan). The Park Master Plan will be developed with input from the surrounding residents and the community according to the standard practices of the City of Santa Rosa's Recreation and Parks Department. The Park Master Plan is subject to review and approval by DISTRICT in accordance with Section 6 (Notice and Approval Procedures) of this Easement. The Park Master Plan shall not be implemented on the FPS until it has been approved by DISTRICT in writing. DISTRICT's review and approval of the Park Master Plan shall be based on the Park Master Plan's consistency with the terms, conditions and Conservation Purpose of this Easement, (including consistency with this Exhibit B-2), and that it provide for public outdoor recreational and educational uses and activities.

3. Land Uses. Until such time that the Park Master Plan is approved, use of the FPS shall be restricted solely to recreational and educational uses and natural resource restoration and enhancement as defined and limited in this Paragraph 3. Commercial or industrial use of or activity on the FPS is prohibited except for commercial use as reserved in Paragraph 3.2 of this Exhibit B-2. Residential use of the FPS is permitted only in the event of a natural disaster or other emergency condition, as defined and limited in Paragraph 3.4 of this Exhibit B-2. Any alteration of the contour of the FPS in any manner whatsoever including, but not limited to, excavating or removing soil, sand, gravel, rock, peat or sod is restricted to the minimum necessary in connection with the allowed uses as provided in this Paragraph 3 of this Exhibit B-2. Nothing herein shall be construed to prohibit emergency activities including those necessary for flood conveyance and related maintenance.

3.1 Recreational and Educational Use. GRANTORS may use the FPS for active and passive outdoor recreational and educational purposes. Such uses may include, but are not limited to, all uses generally allowed in a Neighborhood Park as defined in the CITY's General Plan 2035, Chapter 6, such as field sports, picnicking, informal and formal play and exercising, bicycling, native plant and habitat installation, public educational activities, including City parks programs and school educational and athletic programs, and other such uses similar in nature and intensity and undertaken in a manner that is consistent with the CITY's regulation of Neighborhood Parks and the Conservation Purpose of this Easement.

3.2 Commercial Use. Concessions related to recreational and educational activities, including but not limited to, food and beverage sales and bicycle rentals, may be operated on the FPS.

3.3 Special Events. GRANTORS may use the FPS for special events, including but not limited to educational events, farmers markets, art shows, music and music programs, dance and cultural activities, and weddings, provided such special events are operated in a manner consistent with the Conservation Purpose of this Easement and in accordance with the City's policies and procedure. Upon DISTRICT's request, GRANTORS shall provide DISTRICT with sufficient information about special events with over 200 people, such as type, date, location and number of people, so as to allow DISTRICT to determine whether such activities are consistent with the Conservation Purpose of this Easement.

3.4 Emergency Activities. In the event of a natural disaster or other emergency condition, including floods and fires, GRANTORS may undertake such activities as may become necessary or appropriate to protect public health or safety of persons in the local area, so long as such activities, to the greatest extent feasible, are undertaken in a manner that does not hinder the Conservation Purpose of this Easement.

3.5 Natural Resource Restoration and Enhancement Use. GRANTORS may undertake natural resource restoration and enhancement activities, including, but not limited to implementation of practices to reduce erosion and stabilize the creek bank; enhancement of water quality; enhancement of native plant and wildlife habitat; and activities that promote biodiversity on the FPS.

4. Subdivision/Development Rights. GRANTORS shall not further divide the FPS, whether by subdivision, conveyance, partition, lot line adjustment or any other means, nor shall GRANTORS gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act or otherwise, of additional parcels which may have previously been created on the FPS by patent or deed conveyance, subdivision or survey; nor shall CITY sell, alienate, finance or convey any portion of the FPS separate from the whole of the Property, except through the power of Eminent Domain; nor shall SONOMA WATER sell, alienate, finance or convey any portion of the Sonoma Water Lands separate from the whole of the Sonoma Water Lands, except through the power of Eminent Domain. Notwithstanding anything stated to the contrary in the previous sentence, GRANTORS may, with written notice to District undertake the following actions:

4.1 Conveyance for Conservation Purposes. GRANTORS may voluntarily convey the FPS or a portion of the FPS to a government or non-profit entity exclusively to provide for conservation or public access, consistent with the Conservation Purpose of this Easement.

4.2 Merger, Lot-line Adjustment, Minor Conveyances Among Existing Parcels. GRANTORS may merge the existing parcels on the Property, as that term is defined in this Easement, or carry out a lot-line adjustment or minor conveyances among the existing parcels on the Property, provided same does not hinder GRANTORS' ability to carry out the purposes of this Easement.

4.3 Financing. Nothing in this Easement shall prohibit GRANTORS from using the FPS for bond financing purposes, provided that all such bonding shall be made subject to this

Easement, and provided GRANTORS secure prior written approval by the Department of Water Resources and DISTRICT.

5. Restoration and Enhancement. GRANTORS may undertake conservation and restoration activities including, but not limited to, realignment of the Colgan Creek channel to a more natural, meandering creek; regeneration of native oak and riparian habitat; enhancement of water quality; maintenance or increase of flood conveyance; implementation of practices to reduce erosion and stabilize the bank; enhancement of native plant and wildlife habitat; and activities that promote biodiversity in accordance with sound, generally-accepted conservation practices and all applicable laws, ordinances and regulations. GRANTORS may remove or control plant species or animal species that threaten the Conservation Purpose of this Easement, using techniques that minimize harm to native wildlife and plants and in accordance with all applicable laws. All activities pursuant to the restoration and enhancement of the FPS shall be done in accordance with sound, generally-accepted conservation practices and all applicable laws, ordinances and regulations and in a manner that is consistent with the Conservation Purpose of this Easement.

6. Vegetation and Fire Management.

6.1 Native Vegetation Management. Native plants and trees may be harvested, cut, removed or destroyed only (a) to control insects, vectors and disease; (b) to prevent personal injury or property damage, including fire prevention and vegetation management necessary to maintain or increase flood conveyance capacity; (c) to allow for construction or repair of recreational and educational structures and improvements permitted herein; (d) to prevent other unintended uses of the property, such as homeless encampment; and (e) to allow for habitat restoration activities in accordance with Paragraph 5 of this Exhibit B-2.

6.2 Fire Management. GRANTORS may undertake native and non-native vegetation management for the purpose of fire control in a manner that is consistent with the Conservation Purpose of this Easement and in compliance with all applicable laws, ordinances and regulations, including those of the California Department of Forestry and Fire Protection and appropriate local fire protection agencies.

7. Structures and Improvements. Except as otherwise authorized by a Park Master Plan and any revision or update approved by DISTRICT pursuant to Section 6 (Notice and Approval Procedures) of this Easement, GRANTORS may place on the FPS only the structures and improvements set forth below. All structures and improvements shall be sited in locations that do not significantly impact the Conservation Purpose of this Easement. At no time shall improvements on the FPS result in impervious surfaces on, cumulatively more than twenty percent (20%) of the FPS except as otherwise may be approved by District in the Park Master Plan, and excepting the paved pathway to run along Colgan Creek. No new structure shall exceed 15 feet in height, except for play equipment approved in the Park Master Plan and lighting that shall not exceed 20 feet in height, measured from the top of the creek bank. Residential and associated structures existing as of the date of this Easement may remain on the FPS, however, their use shall be limited to recreational and educational programming purposes.

7.1 Improvements for Recreational and Educational Uses. GRANTORS may construct, erect or place improvements associated with permitted outdoor public recreational and educational uses as follows:

a) Benches, picnic tables, public art, drinking fountains, landscape improvements including tree planting, refuse and recycling containers and other similar minor neighborhood park improvements without any notice to or approval from DISTRICT.

b) Paved or permeable trails and pathways, exercise areas, children's play areas, open grassy fields for informal play, restrooms, safety lighting, bridge lighting, concession stands, play structures, formal active play areas and other similar park improvements only with prior written approval of DISTRICT, or as otherwise approved as part of the Park Master Plan.

7.2 Maintenance or Replacement of Improvements. GRANTORS may maintain, repair, or replace structures, improvements and utility systems existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement as follows:

a) If the maintenance, repair or replacement does not increase the height of the structure or improvement, materially increase the land surface area it occupies, or change its location or function, no notice to or approval by DISTRICT shall be required.

b) Any maintenance, repair or replacement that increases the height of the structure or improvement, materially increases the land surface area it occupies, or changes its location or function shall be treated as new construction under this Paragraph 7 of this Exhibit B-2.

7.3 Structural Improvements for Renewable Energy Resources. For the FPS, subject to prior written approval of DISTRICT, GRANTORS may place or construct improvements for the development and utilization of renewable energy resources, including but not limited to solar, wind and geothermal, provided that such facilities are designed, sited, constructed and operated in a manner that is consistent with the Conservation Purpose of this Easement and does not hinder GRANTORS' ability to carry out the Conservation Purpose of this Easement. Such improvements remain subject to the impervious surface limitations of Paragraph 7 of this Exhibit B-2. In addition, GRANTORS may, without notice to or approval of DISTRICT, place or construct solar panels on the roofs of structures or improvements previously existing or placed on the FPS pursuant to this Easement, provided that such solar panels do not cause the structure or improvement to exceed the height limitations set forth herein.

7.4 Underground Utilities. Subject to prior written notice to DISTRICT, GRANTORS may install or allow installation of underground conduits for water, sanitation, gas, electricity and other utilities associated with and necessary for permitted uses and activities on the FPS or for new or existing offsite development consistent with CITY's General Plan, as updated and amended from time to time, so long as such installation has no significant adverse impact on the

Conservation Purpose of this Easement. The installation of any underground utilities shall be undertaken in a manner least disruptive to natural resources as feasible and any damage done during said installation shall be repaired and the FPS restored.

7.5 Public Safety Systems. GRANTOR may, subject to the impervious surface limitation of Paragraph 7 of this Exhibit B-2 and without notice to or approval of DISTRICT, install communication and geophysical data collection, monitoring, and transmission systems and associated infrastructure directly supportive of public safety operations, including, but not limited to, wildfire detection sensors and cameras, weather stations, stream gauges, seismic sensors, and emergency communication systems (“Public Safety Systems”), provided such infrastructure is the minimum necessary for the public safety purpose and is designed, sited, constructed, and maintained so as to minimize impacts to the Conservation Values of the Property. Public Safety Systems do not include telecommunications facilities designed for use by the general public, such as commercial cell phone towers or antennae.

7.6 Fences. GRANTORS may construct, erect or place fencing deemed by GRANTORS to be reasonably necessary for permitted uses on the FPS, without prior notice to or approval of DISTRICT, provided however that such fencing is constructed to allow visibility and wildlife movement, except as necessary in connection with natural resource restoration and enhancement, and is consistent with the Conservation Purpose of this Easement.

7.7 Public Parking, Access Roads and Bridges. GRANTORS may construct, improve and maintain a public parking area(s), access roads and bridges over Colgan Creek as minimally necessary for the permitted uses of the FPS and in a manner that is consistent with the Conservation Purpose of this Easement.

7.8 Signs. Construction of outdoor advertising structures such as signs and billboards is prohibited, excepting park concession signage consistent with CITY’s Neighborhood Park standards. GRANTORS reserve the right to construct or place (a) sign(s) identifying the FPS; (b) sign(s) marking the boundary of the FPS; (c) sign(s) to provide directional, educational or interpretive information; (d) signs acknowledging participation of funding agencies/partners; and (e) signs setting forth park and/or local area rules or regulations applicable to use of the FPS, provided that the size and number of all signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and further provided that such signs are sited and constructed in a manner that does not create significant visual impact and does not hinder the Conservation Purpose of this Easement.

8. Water Resources. The draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, springs and wetlands is prohibited, except in connection with the maintenance or increase in flood conveyance capacity in Colgan Creek or the activities and uses expressly permitted in this Exhibit B-2.

9. Easements. Use of existing easements of record granted prior to this Easement may continue. GRANTORS may, with prior written notice to the DISTRICT, grant new temporary or permanent easements, and modify or amend existing easements provided that any new or modified easement does not adversely impact the Conservation Purpose of this Easement. It is

the duty of GRANTORS to prevent the use of the FPS by third parties that may result in the creation of prescriptive rights inconsistent with the Conservation Purpose of this Easement.

10. Off-Road Motorized Vehicle Use. Use of motorized vehicles off roadways is prohibited except when necessary for permitted construction, maintenance, emergency access and property management activities or in direct connection with special events pursuant to Paragraph 3.3 of this Exhibit B-2. Any off-road motorized vehicle use permitted by this Paragraph 10 shall be undertaken in a manner that is consistent with the Conservation Purpose of this Easement.

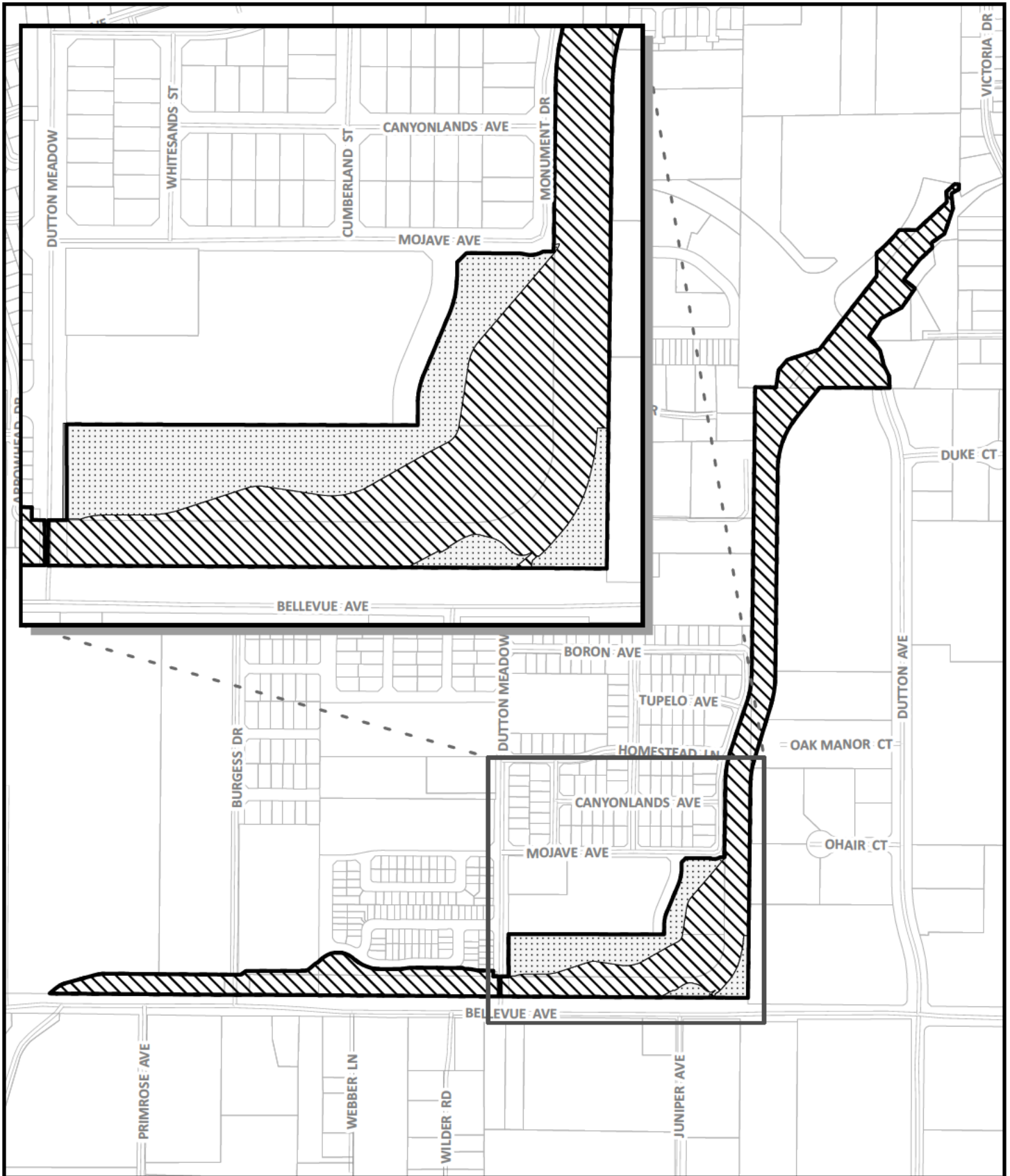
11. Mineral Exploration. The exploration for, or development and extraction of minerals and hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

12. Dumping. The dumping, release, burning, permanent storage, or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited.

13. Storage. Outdoor storage is prohibited, except as follows:

13.1 Storage of Construction Materials. In connection with permitted uses, GRANTORS may store construction and other work materials needed during construction while work is in progress and for a period not to exceed one hundred twenty (120) days beyond completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of ninety (90) days.

13.2 Storage of Materials Related to Permitted Uses. GRANTORS may store materials and supplies required for permitted uses, so long as storage is consistent with governmental regulations and guidelines and is undertaken in a manner that is consistent with the Conservation Purpose of this Easement.



Colgan Creek

Easement Boundary
 Restoration Lands
 Future Park Lands

Exhibit C-1: Project Structure Map

0 200 400
Feet



Map Date: 10/6/2025
 Sources: Sonoma County GIS (parcels, streets)
 Cinquini & Passarino Inc. (Easement designation areas)
 This map is for illustrative purposes; it is not
 intended to be a definitive property description.

EXHIBIT 'C-2'
LEGAL DESCRIPTION
FUTURE PARK SITE

Lying in the City of Santa Rosa, County of Sonoma, State of California, and being portions of the real property described by Grant Deed recorded January 3, 1966 in Book 2179 at Pages 779 through 781, Official Records of Sonoma County; by Grant Deed recorded October 13, 1965 in Book 2168 at Pages 934 through 936; by Grant Deed recorded October 28, 1965 in Book 2165 at Pages 601 through 603, Official Records of Sonoma County; by Acceptance of Irrevocable Offer of Dedication recorded under Document Number 2016-007604; and by that Grant Deed recorded under Document Number 2023-015675, Sonoma County Records, more particularly described as follows:

SITE 1: (Portions of APNs: 043-122-007, 043-122-015, 043-122-017)

Being a portion of the Lands of City of Santa Rosa as described by that Grant Deed recorded April 12, 2023 under Document Number 2023-015675, and by that Grant Deed recorded June 27, 2007 under Document number 2007-072607, Official Records of Sonoma County. Also being a portion of the Lands of The Sonoma County Flood Control and Water Conservation District as described by that Grant Deed recorded October 13, 1965 in Book 2168 at Pages 934 through 936, and by that Grant Deed recorded January 3, 1956 in Book 2179 at Pages 779 through 781, Official Record of Sonoma County, said portion is more particularly described as follows:

COMMENCING at a 3-inch brass disk in a standard well, stamped "City of Santa Rosa" at the intersection of Mojave Drive and Dutton Meadow Drive as shown on that Record of Survey filed July 26th, 2007 at Book 711 of Maps at Page 47, Official Records of Sonoma County, from which a 3-inch brass disk in a standard well, stamped "City of Santa Rosa" lying on the centerline of Mojave Avenue at its intersection with Monument Drive bears South 89°36'37" East 923.38 feet; thence along the centerline of Dutton Meadow Drive as shown upon said Record of Survey, South 0°23'22" West 529.69 feet more or less, to its intersection with the northernmost line of the Lands of Sonoma County Flood Control and Water Conservation District described in that Grant Deed recorded October 28, 1965 at Book 2165 of pages 601 through 603, Official Records of Sonoma County; thence along said northernmost line South 89°40'40" East 25.00 feet to the POINT OF BEGINNING, said point being the southwest corner of the lands of City of Santa Rosa as described by said Grant Deed recorded under Document Number 2023-015675; thence along the southern line of said lands, South 89°40'40" East 33.39 feet; thence leaving said southern line along a non-tangent curve to the right, the radius point of which bears South 20°36'14" East 119.98 feet, through a central angle of 20°32'59", for a length of 43.03 feet; thence North 89°56'49" East 82.28 feet; thence along a curve to the left having a radius of 207.44 feet, through a central angle of 18°05'44", for a length of 65.51 feet; thence North 71°51'05" East 128.73 feet; thence along a curve to the right having a radius of 76.20 feet, through a central angle of 26°48'22", for a length of 35.65 feet; thence South 81°20'33" East 104.63 feet; thence along a curve to the left having a radius of 135.82 feet, through a central angle of 24°00'37", for a length of 56.92 feet; thence North 74°38'50" East 13.65

EXHIBIT 'C-2'
LEGAL DESCRIPTION
FUTURE PARK SITE

feet; thence along a curve to the left having a radius of 65.61 feet, through a central angle of 14°07'47", for a length of 16.18 feet; thence North 60°31'02" East 139.51 feet; thence North 62°46'11" East 36.15 feet; thence along a curve to the left having a radius of 40.00 feet, through a central angle of 54°04'52", for a length of 37.76 feet; thence North 08°41'19" East 19.52 feet; thence North 08°48'10" East 99.51 feet; thence along a curve to the right having a radius of 86.32 feet, through a central angle of 31°55'59", for a length of 48.11 feet; thence North 40°44'09" East 76.83 feet; thence North 40°26'09" East 63.77 feet; thence North 40°25'36" East 45.40 feet; thence North 40°04'10" East 17.99 feet; thence North 41°22'59" East 5.43 feet; thence along a curve to the left having a radius of 117.07 feet, though a central angle of 8°36'52", for a length of 17.60 feet; thence along a curve to the left having a radius of 37.25 feet ,through a central angle of 14°17'09", for a length of 9.29 feet; thence North 86°12'35" West 1.50 feet; thence along a curve to the left having a radius of 22.07 feet, through a central angle of 14°35'09", for a length of 5.62 feet; thence along the arc of a non-tangent curve to the left, the radius point of which bears South 13°12'20" East 10.03 feet, through a central angle of 22°44'26", for a length of 3.98 feet more or less, to a point on the westernmost boundary of the said Lands of the Sonoma County Flood Control and Water Conservation District described in that Grant Deed recorded January 3, 1966 at Book 2179 of Pages 779 through 781, Official Records of Sonoma County; easterly right of way line of Monument Drive as shown upon said Record of Survey; from which said 3-inch brass disk in a standard well, stamped "City of Santa Rosa" and lying on the centerline of Mojave Avenue at the intersection of Monument Drive bears North 61°18'39" West 21.23 feet; thence along said westernmost boundary, South 0°39'58" West 10.13 feet to the northeast corner of the Lands of City of Santa Rosa as described by said Grant Deed recorded under Document Number 2007-072607; thence leaving said right of way line and continuing along the northernmost line of said lands the following four courses:

1. North 89°36'38" West 19.50 feet;
2. thence along a non-tangent curve to the right, the radius point of which bears North 31°09'42" West 46.00 feet, through a central angle of 47°17'48", for a length of 37.97 feet;
3. thence along a curve to the left having a radius of 34.00 feet, through a central angle of 15°44'44", for a length of 9.34 feet;
4. thence South 89°36'38" West 98.34 feet;

thence leaving said northernmost line and continuing along the westerly line of said lands, the following six courses:

1. South 45°23'22" West 24.60 feet;
2. thence South 0°23'22" East 26.61 feet;
3. thence along a curve to the right having a radius of 174.00 feet, through a central angle of 22°36'35", for a length of 68.66 feet;
4. thence South 22°59'57" West 129.75 feet;

EXHIBIT 'C-2'
LEGAL DESCRIPTION
FUTURE PARK SITE

5. thence along a curve to the left having a radius of 126.00 feet, through a central angle of 22°36'35", for a length of 49.72 feet.
6. thence South 0°23'22" West 47.09 feet to the southwest corner of said lands, being a point on the northerly line of the Lands of City of Santa Rosa as described by said Document Number 2023-015675;

Thence westerly along said northerly line North 89°36'37" West 663.08 feet to the northwesterly corner of said lands; thence southerly along the westerly-most line of said lands, South 0°23'22" West 179.47 feet to the POINT OF BEGINNING.

Containing 2.94 Acres more or less

SITE 2: (A portion of APN: 043-122-015)

Being a portion of the Lands of The Sonoma County Flood Control and Water Conservation District as described by that Grant Deed recorded October 28, 1965 in Book 2165 at Pages 601 through 603, Official Records of Sonoma County, said portion is more particularly described as follows:

BEGINNING at the southeast corner of Parcel 3 as described by said Grant Deed; thence westerly along the southern line of said Parcel 3 and the southern line of Parcel 1 as described in said Grant Deed, North 89°40'40" West 139.66 feet; thence departing from said southern line, North 7°52'45" East 12.13 feet; thence North 49°26'23" East 13.54 feet; thence South 38°18'02" East 1.99 feet; thence North 47°12'39" East 15.44 feet; thence along a curve to the left having a radius of 100.00 feet, through a central angle of 5°50'32", for a length of 10.20 feet; thence North 41°22'07" East 34.43 feet; thence along a curve to the left having a radius of 244.59 feet, through a central angle of 27°57'00", for a length of 119.32 feet; thence North 13°25'07" East 30.88 feet; thence along a curve to the left having a radius of 210.02 feet, through a central angle of 8°39'29", for a length of 31.74 feet; thence North 4°45'38" East 30.75 feet to a point on the northernmost line of said Parcel 1 as described by said Grant Deed; thence along said northernmost line South 89°33'38" East 19.22 feet to the northeast corner of said Parcel 1; thence southerly along the western line of said Parcel 1 and Parcel 3, South 0°39'58" West 260.42 feet more or less, to the POINT OF BEGINNING.

Containing 0.35 Acres more or less

SITE 3: (A portion of APN: 043-122-015)

Being a portion of the Lands of The Sonoma County Flood Control and Water Conservation District as described by that Grant Deed recorded October 28, 1965 in Book 2165 at Pages 601 through 603, Official Records of Sonoma County, said portion is more particularly described as follows:

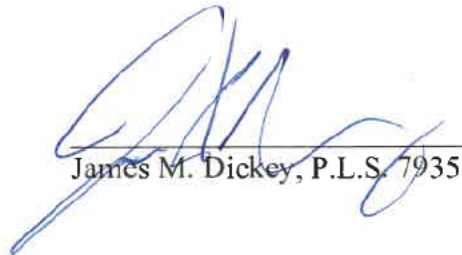
EXHIBIT 'C-2'
LEGAL DESCRIPTION
FUTURE PARK SITE

COMMENCING at the southeast corner of Parcel 3 as described by said Grant Deed; thence westerly along the southern line of said Parcel 3, and the southern line of said Parcel 1 as described in said Grant Deed, North 89°40'40" West 168.72 feet to the POINT OF BEGINNING; thence continuing along the said southern line of Parcel 1, North 89°40'40" West 199.29 feet; thence departing from the said southern line of Parcel 1, North 62°24'59" East 59.42 feet; thence South 78°24'37" East 6.25 feet; thence North 60°00'33" East 16.94 feet; thence North 15°18'10" East 2.22 feet; thence North 58°05'48" East 19.36 feet; thence along a curve to the right having a radius of 105.00 feet, through a central angle of 13°38'31", for a length of 25.00 feet; thence along a curve to the right having a radius of 35.00 feet, through a central angle of 32°44'26", for a length of 20.00 feet; thence South 75°31'16" East 20.23 feet; thence along a curve to the right having a radius of 59.00 feet, through a central angle of 31°04'32", for a length of 32.00 feet; thence South 44°26'43" East 5.00 feet; thence along a curve to the left having a radius of 60.00 feet, through a central angle of 16°14'02", for a length of 17.00 feet; thence along a curve to the left having a radius of 28.00 feet, through a central angle of 59°25'35", for a length of 29.04 feet; thence North 58°51'00" East 7.05 feet; thence South 35°59'12" East 1.31 feet; thence South 49°19'42" West 42.16 feet to the POINT OF BEGINNING.

Containing 0.18 Acres more or less

END OF DESCRIPTION

Prepared by Cinquini & Passarino, Inc.


James M. Dickey, P.L.S. 7935



Date 4/23/2006

EXHIBIT 'C-3'
LEGAL DESCRIPTION
RESTORATION LANDS

Lying in the City of Santa Rosa, County of Sonoma, State of California, and being the real property described by Deed and Agreement recorded under Document Number 2016-030848, by Grant Deed recorded under Document Number 2017-076959, by Grant Deed recorded under Document Number 2023-015675, and a portion of "Parcel B" described by the Acceptance of Irrevocable Offer of Dedication recorded under Document Number 2016-007604, Sonoma County Records, more particularly described as follows:

TRACT 1: (APNs 043-200-005, 043-200-009, 043-135-002, 043-122-007, 043-122-015, 043-122-017)

BEGINNING at the most northerly point on the northerly boundary of Parcel 1 of Tract 1 as described by said Deed and Agreement; thence along said northerly boundary, South 84°17'08" East 18.60 feet to the northeasterly corner of said Parcel 1 of Tract 1; thence along said easterly boundary the following 9 courses:

- 1) South 0°36'38" West 20.18 feet;
- 2) thence South 60°41'59" West 36.62 feet;
- 3) thence South 05°52'29" East 64.97 feet;
- 4) thence South 18°43'52" West 111.92 feet;
- 5) thence South 55°31'27" West 65.93 feet;
- 6) thence South 08°11'15" East 22.09 feet;
- 7) thence South 47°12'29" West 63.12 feet;
- 8) thence along a curve to the left having a radius of 150.00 feet, through a central angle of 09°13'04", for a length of 24.13 feet;
- 9) thence South 37°59'25" West 93.82 feet to the most northerly corner of Parcel 2 of Tract 1 as described by said Deed and Agreement;

thence along the easterly boundary of said Parcel 2 of Tract 1 as described therein, the following 8 courses:

- 1) South 52°00'35" East 59.97 feet;
- 2) thence South 34°55'49" West 100.01 feet;
- 3) thence South 62°54'43" West 97.51 feet;
- 4) thence South 33°39'39" West 92.14 feet;
- 5) thence South 38°25'25" East 76.19 feet;
- 6) thence South 13°54'04" East 64.73 feet;
- 7) thence South 26°04'20" East 49.92 feet;
- 8) thence South 04°02'15" East 50.77 feet to the southeast corner of said Parcel 2 of Tract 1;

EXHIBIT 'C-3'
LEGAL DESCRIPTION
RESTORATION LANDS

thence along the southerly boundary of said Parcel 2 of Tract 1 as described therein, North 89°44'27" West 297.18 feet to the northeast corner of Parcel 1 of Tract 2 as described by said Deed and Agreement;

thence along the easterly boundary of said Parcel 1 of Tract 2 as described therein, the following 6 courses:

- 1) South 37°59'25" West 167.35 feet;
- 2) thence along a curve to the left having a radius of 350.00 feet, through a central angle of 37°19'27", for a length of 228.00 feet;
- 3) thence South 00°39'58" West 879.27 feet;
- 4) thence along a curve to the right having a radius of 450.00 feet, through a central angle of 17°00'00", for a length of 133.52 feet;
- 5) thence South 17°09'59" West 232.39 feet;
- 6) thence along a curve to the left having a radius of 348.00 feet, through a central angle of 16°30'01", for a length of 100.22 feet to the most southerly corner of said Parcel 2, said point being a point on the easterly boundary of Parcel 1 of Tract 7 as described by said Deed and Agreement;

thence along said easterly boundary of Parcel 1 of Tract 7, South 00°39'58" West 314.93 feet to the northeast corner of Parcel 4 of Tract 7 as described by said Deed and Agreement; thence along the easterly boundary of said Parcel 4 of Tract 7, South 00°39'58" West 330.67 feet to the northeast corner of Parcel 2 of Tract 7 as described by said Deed and Agreement; thence along the easterly boundary of said Parcel 2 of Tract 7, South 00°39'58" West 33.58 feet to the most northerly corner of Parcel 3 of Tract 7 as described by said Deed and Agreement; thence along the easterly boundary of said Parcel 3 of Tract 7, South 00°39'58" West 226.84 feet to the southeast corner of said Parcel 3 of Tract 7, said corner also being on the northerly right-of-way of Bellevue Avenue; thence along said northerly right-of-way, also being the southern boundary of said Parcel 3 of Tract 7, North 89°40'40" West 62.00 feet to the southeast corner of said Parcel 2 of Tract 7; thence continuing along said northerly right-of-way, also being the southerly boundary of said Parcel 2 of Tract 7, North 89°40'40" West 982.17 feet to more or less, the southwest corner of said Parcel 2 of Tract 7; thence along the western boundary of said Parcel 2, Tract 7, North 00°39'52" East 84.72 feet to the northwest corner of said Parcel 2 of Tract 7; thence along northerly boundary of said Parcel 2 of Tract 7, South 89°40'40" East 25.00 feet more or less, to the southwest corner of the Lands of the City of Santa Rosa, as described in Grant Deed recorded under Document Number 2023-015675; thence leaving said northerly boundary, along the westerly boundary of said real property, North 00°23'22" East 179.45 feet to the northwest corner thereof; thence along the northerly boundary of said real property, South 89°36'37" East 663.08 feet to the southwest corner of Tract 6 as described by said Deed and Agreement; thence along the westerly and northerly boundaries of said Tract 6 the following 10 courses:

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- 1) North 00°23'22" West 47.09 feet;
- 2) thence along a curve to the right having a radius of 126.00 feet, through a central angle of 22°36'35", for a length of 49.72 feet;
- 3) thence North 22°59'57" East 129.75 feet;
- 4) thence along a curve to the left having a radius of 174.00 feet, through a central angle of 22°36'35", for a length of 68.66 feet;
- 5) thence North 00°23'22" East 26.61 feet;
- 6) thence North 45°23'22" East 24.60 feet;
- 7) thence South 89°36'38" East 98.34 feet;
- 8) thence along a curve to the right having a radius of 34.00 feet, through a central angle of 15°44'44", for a length of 9.34 feet;
- 9) thence along a curve to the left having a radius of 46.00 feet, through a central angle of 47°17'48", for a length of 37.97 feet;
- 10) thence South 89°36'38" East 19.50 feet to the northeast corner of said Tract 6, also being a point on the westerly boundary of said Parcel 1 of Tract 7;

thence along said westerly boundary, the following 4 courses:

- 1) North 00°39'58" East 313.14 feet more or less, to the beginning of a curve in the said westerly boundary;
- 2) thence along said curve to the right having a radius of 453.00 feet, through a central angle of 17°00'00", for a length of 134.41 feet;
- 3) thence North 18°24'57" East 225.15 feet;
- 4) thence along a curve to the left, having a radius of 350.00 feet, through a central angle of 17°44'59", for a length of 108.43 feet to a point on the westerly boundary of said Parcel 1 of Tract 2;

thence along said westerly boundary, North 00°39'58" East 879.61 feet more or less, to the most southerly corner of Parcel 2 of Tract 2 as described by said Deed and Agreement; thence along the westerly boundary of said Parcel 2 of Tract 2, North 00°39'58" East 343.35 feet to the northwest corner thereof; thence along the northerly boundary of said Parcel 2 of Tract 2, South 89°44'27" East 88.91 feet more or less, to the southwest corner of that real property as described by said Grant Deed recorded under Document Number 2017-076959;

thence along the westerly and northerly boundaries of said property, the following 3 courses:

- 1) North 08°35'55" East 73.20 feet more or less, to an angle point in the said westerly boundary;
- 2) thence North 40°01'08" East 57.64 feet;
- 3) thence North 71°55'12" East 142.61 feet to a point on the westerly boundary of said Parcel 1 of Tract 1;

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thence along said westerly boundary the following 5 courses:

- 1) North 37°59'25" East 547.27 feet more or less, to the beginning of a curve in the said westerly boundary;
- 2) thence along said curve to the right having a radius of 250.00 feet, through a central angle of 09°13'04", for a length of 40.22 feet;
- 3) thence North 47°12'29" East 239.00 feet;
- 4) thence North 03°19'10" West 44.05 feet;
- 5) thence North 47°12'29" East 48.45 feet to the POINT OF BEGINNING.

TRACT 2: (APN 043-121-009, 043-121-014, 134-042-055, 134-042-056, 134-042-057, 134-042-066, 134-042-068)

BEGINNING at the northeast corner of Tract 8 as described by said Deed and Agreement, said northeast corner; thence along the easterly boundary of said Tract 8, South 00°39'52" East 85.02 feet to a point on the northerly right-of-way of Bellevue Avenue, also being the southern boundary of said Tract 8; thence along said northerly right-of-way also being the southerly boundary of Tract 8, North 89°40'40" West 778.07 feet to the southeast corner of Tract 5 as described by said Deed and Agreement; thence continuing along said northerly right-of-way also being the southerly boundary of said tract 5, North 89°40'40" West 293.66 feet more or less, to the southeast corner of Tract 4 as described by said Deed and Agreement; thence continuing along said northerly right-of-way also being the southerly boundary of said Tract 4, North 89°40'40" West 106.00 feet to the southeast corner of Tract 3 as described by said Deed and Agreement; thence continuing along said northerly right-of-way also being the southerly boundary of Tract 3 as described by said Deed and Agreement, North 89°40'40" West 486.67 feet to a point on the northerly boundary of the real property described in the Grant Deed recorded in Book 2302 of Official Records, beginning at page 601 Sonoma County Records; thence continuing along the said northerly right-of-way, also being said northern boundary, North 89°40'40" West 244.95 feet more or less, to its intersection with the northwesterly boundary of said Tract 3; thence leaving said northerly right-of-way, along the northerly boundary of said Tract 3, the following 5 courses:

- 1) North 50°29'20" East 35.55 feet more or less, to the beginning of a curve in the said northerly boundary;
- 2) thence along a curve to the right having a radius of 115.00 feet, through a central angle of 24°00'00", for a length of 48.17 feet;
- 3) thence North 74°29'20" East 121.20 feet;
- 4) thence along a curve to the right having a radius of 180.00 feet, through a central angle of 15°50'00", for a length of 49.74 feet;
- 5) thence South 89°40'40" East 496.42 feet more or less, to the northeast corner of Tract 3;

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thence along the northerly boundary of Tract 4, South 89°40'40" East 73.78 feet to the southwest corner of Tract 9 as described by said Deed and Agreement; thence along the northerly boundary of said Tract 9, the following 2 courses:

- 1) North 54°43'06" East 27.68 feet more or less, to an angle point in the said northerly boundary;
- 2) thence South 89°44'48" East 206.27 feet to the most westerly corner of Tract 10 as described by said Deed and Agreement;

thence along the northerly boundary of said Tract 10, the following 4 courses:

- 1) North 87°40'24" East 41.30 feet;
- 2) thence along a curve to the left having a radius of 30.50 feet, through a central angle of 38°35'08", for a length of 20.54 feet;
- 3) thence North 49°05'16" East 32.86 feet;
- 4) thence North 61°20'50" East 12.57 feet to the most westerly corner of the northerly boundary of Tract 11 as described by said Deed and Agreement;

thence along said northerly boundary of Tract 11, the following 13 courses:

- 1) North 48°18'52" East 20.35 feet;
- 2) thence along a non-tangent curve to the right with a tangent bearing of North 45°45'05" East, having a radius of 99.79 feet, through a central angle of 89°48'36", for a length of 156.42 feet;
- 3) thence along a non-tangent curve to the left with a tangent bearing of South 49°52'24" East, having a radius of 173.00 feet, through a central angle of 40°06'13", for a length of 121.09 feet;
- 4) thence South 89°34'52" East 65.36 feet;
- 5) thence along a non-tangent curve to the left with a tangent bearing of South 89°18'08" East, having a radius of 180.39 feet, through a central angle of 12°18'21", for a length of 38.74 feet;
- 6) thence along a non-tangent curve to the right with a tangent bearing of North 79°36'31" East, having a radius of 177.00 feet, through a central angle of 10°48'37", for a length of 33.40 feet;
- 7) thence South 89°34'52" East 203.47 feet;
- 8) thence along a non-tangent curve to the right with a tangent bearing of South 89°06'07" East, having a radius of 20.50 feet, through a central angle of 22°46'42", for a length of 8.15 feet;
- 9) thence along a non-tangent curve to the left with a tangent bearing of South 66°45'15" East, having a radius of 24.50 feet, through a central angle of 22°49'49", for a length of 9.76 feet;
- 10) thence South 88°22'34" East 19.54 feet; thence along a non-tangent curve to the left with a tangent bearing of South 77°55'59" East, having a radius of 223.00 feet, through a central angle of 11°38'53", for a length of 45.34 feet;

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- 11) thence South 89°34'52" East 63.93 feet;
- 12) thence South 0°24'56" West 23.93 feet more or less, to the northerly boundary of said Tract 8,

thence along said northerly boundary of Tract 8 South 89°40'40" East 23.92 feet, more or less, to the POINT OF BEGINNING.

TRACT 3: (A portion of APN 043-200-007)

COMMENCING at a 3-inch brass disk stamped "Sonoma County Flood Control Water Conservation District" lying on the northwesterly line of Colgan Creek Channel as shown on sheet 3 of 7 of the Record of Survey of the Lands of Clement Carinalli Et Ux, filed for record of Book 704 of Maps at Pages 34 through 40, Sonoma County Records; thence along said northwesterly line, South 47°14'13" West 174.52 feet to the POINT OF BEGINNING; thence continuing along said line, South 47°14'13" West 64.48 feet to a 3-inch brass disk stamped "Sonoma County Flood Control Water Conservation District"; thence continuing along said line along a curve to the left with a radius of 250.00 feet, through a central angle of 09°13'04", for a length of 40.22 feet to a 3-inch brass disk stamped "Sonoma County Flood Control Water Conservation District"; thence continuing along said line, South 37°59'25" West 153.64 feet; thence leaving said line, North 00°00'00" East 97.32 feet; thence North 49°35'20" East 20.76 feet; thence along a curve to the left with a radius of 542.00 feet, through a central angle of 12°12'55", for a length of 115.55 feet; thence North 90°00'00" East 73.91 feet to the POINT OF BEGINNING.

Basis of Bearings (TRACT 3): being North 47°14'13" East between found 3-inch brass disks on the Northwesterly line of the Colgan Creek Channel as shown on sheet 3 of 7 of the Record of Survey of the Lands of Clement Carinalli Et Ux, filed for record in Book 704 of Naps at Pages 34 through 40, Sonoma County Records.

Containing 17.67 Acres more or less.

Excepting therefrom the following described portions:

SITE 1: (Portions of APNs: 043-122-007, 043-122-015, 043-122-017)

Being a portion of the Lands of City of Santa Rosa as described by that Grant Deed recorded April 12, 2023 under Document Number 2023-015675, and by that Grant Deed recorded June 27, 2007 under Document number 2007-072607, Official Records of Sonoma County. Also being a portion of the Lands of The Sonoma County Flood Control and Water Conservation District as described by that Grant Deed recorded October 13, 1965 in Book 2168 at Pages 934 through 936, and by that Grant Deed recorded January 3, 1956 in Book 2179 at Pages 779 through 781, Official Record of Sonoma County, said portion is more particularly described as follows:

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COMMENCING at a 3-inch brass disk in a standard well, stamped "City of Santa Rosa" at the intersection of Mojave Drive and Dutton Meadow Drive as shown on that Record of Survey filed July 26th, 2007 at Book 711 of Maps at Page 47, Official Records of Sonoma County, from which a 3-inch brass disk in a standard well, stamped "City of Santa Rosa" lying on the centerline of Mojave Avenue at its intersection with Monument Drive bears South 89°36'37" East 923.38 feet; thence along the centerline of Dutton Meadow Drive as shown upon said Record of Survey, South 0°23'22" West 529.69 feet more or less, to its intersection with the northernmost line of the Lands of Sonoma County Flood Control and Water Conservation District described in that Grant Deed recorded October 28, 1965 at Book 2165 of pages 601 through 603, Official Records of Sonoma County; thence along said northernmost line South 89°40'40" East 25.00 feet to the POINT OF BEGINNING, said point being the southwest corner of the lands of City of Santa Rosa as described by said Grant Deed recorded under Document Number 2023-015675; thence along the southern line of said lands, South 89°40'40" East 33.39 feet; thence leaving said southern line along a non-tangent curve to the right, the radius point of which bears South 20°36'14" East 119.98 feet, through a central angle of 20°32'59", for a length of 43.03 feet; thence North 89°56'49" East 82.28 feet; thence along a curve to the left having a radius of 207.44 feet, through a central angle of 18°05'44", for a length of 65.51 feet; thence North 71°51'05" East 128.73 feet; thence along a curve to the right having a radius of 76.20 feet, through a central angle of 26°48'22", for a length of 35.65 feet; thence South 81°20'33" East 104.63 feet; thence along a curve to the left having a radius of 135.82 feet, through a central angle of 24°00'37", for a length of 56.92 feet; thence North 74°38'50" East 13.65 feet; thence along a curve to the left having a radius of 65.61 feet, through a central angle of 14°07'47", for a length of 16.18 feet; thence North 60°31'02" East 139.51 feet; thence North 62°46'11" East 36.15 feet; thence along a curve to the left having a radius of 40.00 feet, through a central angle of 54°04'52", for a length of 37.76 feet; thence North 08°41'19" East 19.52 feet; thence North 08°48'10" East 99.51 feet; thence along a curve to the right having a radius of 86.32 feet, through a central angle of 31°55'59", for a length of 48.11 feet; thence North 40°44'09" East 76.83 feet; thence North 40°26'09" East 63.77 feet; thence North 40°25'36" East 45.40 feet; thence North 40°04'10" East 17.99 feet; thence North 41°22'59" East 5.43 feet; thence along a curve to the left having a radius of 117.07 feet, through a central angle of 8°36'52", for a length of 17.60 feet; thence along a curve to the left having a radius of 37.25 feet, through a central angle of 14°17'09", for a length of 9.29 feet; thence North 86°12'35" West 1.50 feet; thence along a curve to the left having a radius of 22.07 feet, through a central angle of 14°35'09", for a length of 5.62 feet; thence along the arc of a non-tangent curve to the left, the radius point of which bears South 13°12'20" East 10.03 feet, through a central angle of 22°44'26", for a length of 3.98 feet more or less, to a point on the westernmost boundary of the said Lands of the Sonoma County Flood Control and Water Conservation District described in that Grant Deed recorded January 3, 1966 at Book 2179 of Pages 779 through 781, Official Records of Sonoma County; easterly right of way line of Monument Drive as shown upon said Record of Survey; from which said 3-inch brass disk in a standard well, stamped "City of Santa Rosa" and lying on the centerline of Mojave Avenue at the intersection of Monument Drive

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bears North 61°18'39" West 21.23 feet; thence along said westernmost boundary, South 0°39'58" West 10.13 feet to the northeast corner of the Lands of City of Santa Rosa as described by said Grant Deed recorded under Document Number 2007-072607; thence leaving said right of way line and continuing along the northernmost line of said lands the following four courses:

1. North 89°36'38" West 19.50 feet;
2. thence along a non-tangent curve to the right, the radius point of which bears North 31°09'42" West 46.00 feet, through a central angle of 47°17'48", for a length of 37.97 feet;
3. thence along a curve to the left having a radius of 34.00 feet, through a central angle of 15°44'44", for a length of 9.34 feet;
4. thence South 89°36'38" West 98.34 feet;

thence leaving said northernmost line and continuing along the westerly line of said lands, the following six courses:

1. South 45°23'22" West 24.60 feet;
2. thence South 0°23'22" East 26.61 feet;
3. thence along a curve to the right having a radius of 174.00 feet, through a central angle of 22°36'35", for a length of 68.66 feet;
4. thence South 22°59'57" West 129.75 feet;
5. thence along a curve to the left having a radius of 126.00 feet, through a central angle of 22°36'35", for a length of 49.72 feet.
6. thence South 0°23'22" West 47.09 feet to the southwest corner of said lands, being a point on the northerly line of the Lands of City of Santa Rosa as described by said Document Number 2023-015675;

Thence westerly along said northerly line North 89°36'37" West 663.08 feet to the northwesterly corner of said lands; thence southerly along the westerly-most line of said lands, South 0°23'22" West 179.47 feet to the POINT OF BEGINNING.

Containing 2.94 Acres more or less

SITE 2: (A portion of APN: 043-122-015)

Being a portion of the Lands of The Sonoma County Flood Control and Water Conservation District as described by that Grant Deed recorded October 28, 1965 in Book 2165 at Pages 601 through 603, Official Records of Sonoma County, said portion is more particularly described as follows:

BEGINNING at the southeast corner of Parcel 3 as described by said Grant Deed; thence westerly along the southern line of said Parcel 3 and the southern line of Parcel 1 as described in said Grant Deed, North 89°40'40" West 139.66 feet; thence departing from

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said southern line, North 7°52'45" East 12.13 feet; thence North 49°26'23" East 13.54 feet; thence South 38°18'02" East 1.99 feet; thence North 47°12'39" East 15.44 feet; thence along a curve to the left having a radius of 100.00 feet, through a central angle of 5°50'32", for a length of 10.20 feet; thence North 41°22'07" East 34.43 feet; thence along a curve to the left having a radius of 244.59 feet, through a central angle of 27°57'00", for a length of 119.32 feet; thence North 13°25'07" East 30.88 feet; thence along a curve to the left having a radius of 210.02 feet, through a central angle of 8°39'29", for a length of 31.74 feet; thence North 4°45'38" East 30.75 feet to a point on the northernmost line of said Parcel 1 as described by said Grant Deed; thence along said northernmost line South 89°33'38" East 19.22 feet to the northeast corner of said Parcel 1; thence southerly along the western line of said Parcel 1 and Parcel 3, South 0°39'58" West 260.42 feet more or less, to the POINT OF BEGINNING.

Containing 0.35 Acres more or less

SITE 3: (A portion of APN: 043-122-015)

Being a portion of the Lands of The Sonoma County Flood Control and Water Conservation District as described by that Grant Deed recorded October 28, 1965 in Book 2165 at Pages 601 through 603, Official Records of Sonoma County, said portion is more particularly described as follows:

COMMENCING at the southeast corner of Parcel 3 as described by said Grant Deed; thence westerly along the southern line of said Parcel 3, and the southern line of said Parcel 1 as described in said Grant Deed, North 89°40'40" West 168.72 feet to the POINT OF BEGINNING; thence continuing along the said southern line of Parcel 1, North 89°40'40" West 199.29 feet; thence departing from the said southern line of Parcel 1, North 62°24'59" East 59.42 feet; thence South 78°24'37" East 6.25 feet; thence North 60°00'33" East 16.94 feet; thence North 15°18'10" East 2.22 feet; thence North 58°05'48" East 19.36 feet; thence along a curve to the right having a radius of 105.00 feet, through a central angle of 13°38'31", for a length of 25.00 feet; thence along a curve to the right having a radius of 35.00 feet, through a central angle of 32°44'26", for a length of 20.00 feet; thence South 75°31'16" East 20.23 feet; thence along a curve to the right having a radius of 59.00 feet, through a central angle of 31°04'32", for a length of 32.00 feet; thence South 44°26'43" East 5.00 feet; thence along a curve to the left having a radius of 60.00 feet, through a central angle of 16°14'02", for a length of 17.00 feet; thence along a curve to the left having a radius of 28.00 feet, through a central angle of 59°25'35", for a length of 29.04 feet; thence North 58°51'00" East 7.05 feet; thence South 35°59'12" East 1.31 feet; thence South 49°19'42" West 42.16 feet to the POINT OF BEGINNING.

Containing 0.18 Acres more or less

END OF DESCRIPTION

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Prepared by Cinquini & Passarino, Inc.



4/23/2026
Date