

**Exempt from Recording Fees
Per Gov. Code § 27383**

RECORDING REQUESTED BY
AND RETURN TO:

CLERK OF THE BOARD
COUNTY OF SONOMA
575 ADMINISTRATION DRIVE
SANTA ROSA, CA 95403

LAND CONSERVATION CONTRACT

This Contract is made by and between KLT Vineyards, LLC, a California limited liability company, ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is dated for convenience as Dec. 29, 2021.

RECITALS

Whereas Owner(s) own(s) certain real property ("Subject Property") located within Sonoma County and presently identified by Assessor's Parcel Number(s): 091-160-023, and more particularly described in the legal description attached to this Contract at **Exhibit "A"**; and

Whereas Both Owner(s) and County desire to limit/continue to limit the use of the Subject Property to agricultural, open space, and compatible uses in order to discourage premature and unnecessary conversion of the Subject Property to uses incompatible with agricultural and/or open space use, including urban uses, recognizing that the Subject Property has substantial public value as agricultural or open space land and that the preservation of the Subject Property in agricultural production or open space constitutes an important physical, social, aesthetic, and economic asset to County and the State of California; and

OPERATIVE PROVISIONS

Now, therefore, in consideration of the foregoing recitals and the mutual promises contained herein, the substantial public benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner(s) and County agree as follows:

CONTRACT

1. **PURPOSE.** This Contract is entered into pursuant to the provisions of the California Land Conservation Act of 1965, Government Code section 51200 et seq. ("Act"), and is subject to all of the provisions of the Act as they may be amended from time to time.

2. SUBJECT PROPERTY.

(a) Owner(s) own(s) the Subject Property, located at 2630 Dry Creek Road, Healdsburg, and more particularly described in the legal description attached to this Contract as Exhibit "A", and incorporated herein by reference.

(b) The Subject Property is located within established Agricultural Preserve 1-321.

(c) The Subject Property is approximately 17.74 acres total and comprised of one legal parcel(s).

3. TERM. This Contract shall be effective commencing January 1, 2020, and shall remain in effect for a term of 10 years. This Contract shall be automatically renewed for a full term at the end of each year, unless a Notice of Non-renewal is recorded as provided in Government Code section 51245 and the County's Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), adopted by County Board of Supervisor's Resolution No.11-0678 pursuant to Government Code section 51231, -- to the end that at all times during this Contract, there shall be a 10-year term of restriction unless a Notice of Non-renewal has been recorded.

4. REGULATORY COMPLIANCE & RESTRICTIONS ON USE. During the term of this Contract, and all renewals and extensions thereof, the Subject Property shall not be used for any purpose other than (1) "agricultural use," or "open space use," as those phrases are defined by the Act, and (2) any use determined by County to be a "compatible use" defined and enumerated in the Uniform Rules and shall at all times be in compliance with the Uniform Rules as they may be amended from time to time.

5. LAND CONSERVATION PLAN. The use of the Subject Property shall at all times conform to the Land Conservation Plan, attached to this Contract as **Exhibit "B"**, and made a part of this Contract. If an amendment to the Land Conservation Plan is approved by County and recorded, the amended Land Conservation Plan shall be deemed automatically incorporated into the Contract as though fully set forth herein without the need for a contract amendment, upon the renewal of the Contract.

6. UNIFORM RULES & FEES. Owner(s) and County agree that the Uniform Rules, as they now exist or as they may be amended from time to time, are incorporated by reference into this Contract as though set out in full and shall be a part of this Contract upon execution and each renewal of this Contract. Owner(s) agree(s) to comply with the Uniform Rules and agree(s) to pay all fees established by County's Board of Supervisors, if any, for the administration of County's agricultural preserve program, and for the processing of applications required by the Uniform Rules.

7. PLANNING AND ZONING. The provisions of this Contract are not intended to limit or supersede the planning and zoning powers of County.

8. CANCELLATION. This Contract may not be cancelled, except pursuant to Government Code sections 51280 through 51287, and the Uniform Rules.

9. RESCISSION. This Contract may not be rescinded, except pursuant to the provisions of the Act and the Uniform Rules, and upon the simultaneous replacement of this Contract with a replacement contract, open space easement, agricultural conservation easement, or other equivalent restriction as allowed by the Act and state law. County may require the rescission and simultaneous replacement of this Contract with a replacement contract as a condition of any proposed subdivision or lot line adjustment affecting the boundaries of the Subject Property.

10. EMINENT DOMAIN. If any action in eminent domain for the condemnation of any land described in this Contract is filed after the execution of this Contract, or if any portion of the Subject Property is acquired in lieu of condemnation, then the provisions of Government Code section 51295 apply.

11. SUCCESSORS IN INTEREST. This Contract, its terms and restrictions, shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon and shall inure to the benefit of all heirs, successors, and assigns of Owner(s). This Contract shall be transferred from County to a succeeding city or a county acquiring jurisdiction over all or part of the Subject Property, except that a succeeding city may opt not to succeed to the rights, duties, and powers of the County under this Contract if the requirements of Government Code section 51243 .5 are met.

12. CERTIFICATE OF COMPLIANCE PARCELS. Owner(s) agree(s) not to apply for or obtain recognition of Certificate of Compliance parcels for all or any portion of the Subject Property for the duration of this Contract, without first obtaining the approval of County's Board of Supervisors, as provided in the Uniform Rules, unless a Notice of Non-Renewal has been recorded for the Contract and there are no more than three years remaining on the Contract's term. County may require replacement contracts for recognized Certificate of Compliance parcels.

13. ENFORCEABLE RESTRICTION. Owner(s) and County intend that the terms, conditions, and restrictions of this Contract conform to the Act, as amended, and that this Contract qualify as an enforceable restriction under the provisions of Revenue and Taxation Code sections 421 through 429, inclusive, and within the meaning of California Constitution, article XIII, section 8.

14. REMEDIES FOR BREACH.

(a) This Contract may be enforced by County in an action filed in the Sonoma County Superior Court for the purpose of compelling compliance or restraining any breach or threatened breach thereof, after providing notice to Owner(s). The notice shall contain a general description of the condition claimed to be a violation and shall contain a reasonable and specific cure period during which the violation is to cease and the Subject Property is to be restored to the condition that existed prior to the violation. Owner(s) agree(s) that County's

remedies at law for any violation of the terms of this Contract are inadequate and that County shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief, including damages, to which County may be entitled, including specific performance of the terms of this Contract, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(b) A breach of this Contract that constitutes a violation of the Sonoma County Zoning Code may be enforced by County pursuant to Chapter 1 of the Sonoma County Code.

(c) Without altering the provisions of paragraph 8 (Cancellation), a breach of this Contract that constitutes material breach under Government Code section 51250 may be enforced by County or the State of California pursuant to Government Code section 51250, if the requirements of that Section are met.

(d) If Owner(s) breach(es) this Contract, Owner(s) shall pay County one-half percent (1/2 %) of the restricted assessed value of the land subject to this Contract per day for each day the Contract is in breach as liquidated damages. It is understood and agreed that damages for breach of this Contract by Owner(s) are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by County and Owner(s) that one-half percent (1/2 %) of the restricted assessed value of the land is the actual damage to County and the general public caused by breach of this Contract by Owner(s), and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the Owner(s) remedies or has commenced and thereafter diligently pursues such action required to remedy any breach or material breach within sixty (60) days after the date written notice of said breach or material breach is sent to Owner(s) by County. This provision does not impair County's ability to enforce this Contract by injunction or specific performance.

(e) The remedies set forth in this paragraph 14 are not exclusive and are not intended to displace any other remedies available to either party as provided by this Contract or any applicable local, state or federal law.

15. NO WAIVER. Enforcement of the terms of this Contract shall be at the sole discretion of County, or where applicable the State of California, and any forbearance by County or State to exercise its rights under this Contract in the event of any violation or threatened violation by Owner(s) of any term of this Contract shall not be deemed or construed to be a waiver by County or State of such term or of any subsequent violation or threatened violation of the same or any other terms of this Contract. Any failure by County or State to act shall not be deemed a waiver or forfeiture of County's or State's right to enforce any and all of the terms of this Contract in the future.

16. CONSIDERATION. Owner(s) shall not receive any payment from County in consideration of the obligations imposed by this Contract. The parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived from this Contract and the advantage that will accrue to Owner(s) as a result of any reduction in

the assessed value of the Subject Property due to the imposition of the limitations on the use of the Subject Property contained in this Contract.

17. NOTICE. Notices required to be given under this Contract, or as may otherwise be required by law in connection with the administration of this Contract, shall be made by personal service, or by first-class United States mail, to the parties as follows:

(a) To Owner(s) or successor(s) in interest of Owner(s), at the mailing address shown on the most recent assessment roll for the Subject Property; and

(b) To County, c/o the Clerk of the Board of Supervisors, 575 Administration Drive, Suite 100A, Santa Rosa, California 95403.

IN WITNESS WHEREOF, Owner(s) and County have executed this Contract as of the day and year set forth above.

ATTEST:

Sheryl Bratton, Clerk

COUNTY OF SONOMA

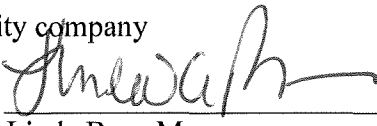
By: _____
Noelle Francis
Deputy, Clerk of the Board

By: _____
Lynda Hopkins
Chair, Board of Supervisors

OWNER(S):

KLT Vineyards, LLC, a California limited liability company

By:  _____
Kevin Barr, Manager

By:  _____
Linda Barr, Manager

By:  _____
Tyler Klick, Manager

NOTE: Acknowledgments must be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma)

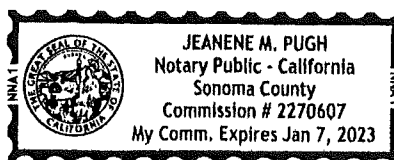
On 11/5/2022 before me, Jeanene M Pugh, Notary Public,
(insert name and title of the officer)

personally appeared Tyler Klick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanene M Pugh (Seal)



ACKNOWLEDGMENT

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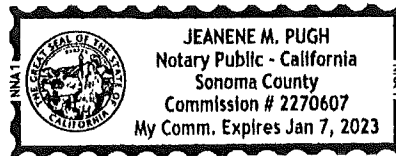
State of California
County of Sonoma)

On 1/6/2022 before me, Jeanene M Pugh, Notary Public,
(insert name and title of the officer)

personally appeared Linda Burr, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jeanene M Pugh (Seal)

ACKNOWLEDGMENT

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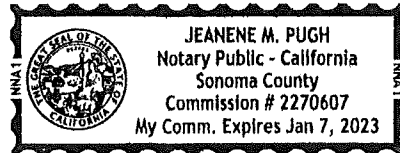
State of California
County of Sonoma)

On 1/7/2022 before me, Jeanene M. Pugh, Notary Public,
(insert name and title of the officer)

personally appeared Kevin Barr, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature Jeanene M Pugh (Seal)

ENCUMBRANCE HOLDERS:

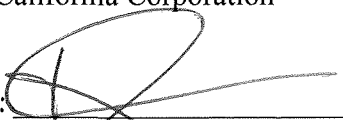
We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by the above imposed restrictions.

AMERICAN AGCREDIT, FLCA

By: 
Name: Ruth Edwards
Title: Vice President

Deed of Trust, Instrument Number 2017034741, Sonoma County Official Records, Dated May 4, 2017

FIDELITY NATIONAL TITLE COMPANY,
A California Corporation

By: 
Name: Pamela Hage
Title: Act. Vice President

Deed of Trust, Instrument Number 2017034742, Sonoma County Official Records, Dated May 4, 2017

NOTE: Acknowledgments must be attached.

ACKNOWLEDGMENT

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State of California
County of Sonoma

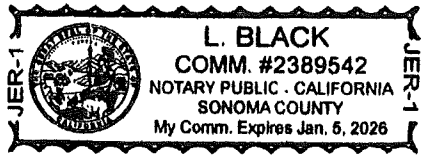
On 25 February 2022 before me, L. Black, Notary Public,
(insert name and title of the officer)

personally appeared Pamela Hage, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature L. Black (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma

On February 10, 2022 before me, P. Stanfill, Notary Public,
(insert name and title of the officer)

personally appeared Roth Edwards, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

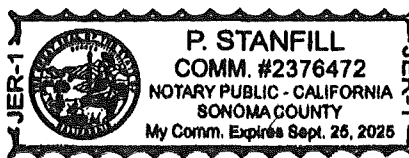


EXHIBIT "A"

The real property which is the subject of this CONTRACT is situated within agricultural preserve 1-321 as shown by map thereof recorded in preserve map book number 4, Pg. 69 (21-C), in the Office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 091-160-023-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THAT PORTION OF THE LANDS CONVEYED TO EDWARD K. NIELSEN AND EVELYN H. NIELSEN, HIS WIFE, BY DEED RECORDED MAY 23, 1957 UNDER RECORDER'S SERIAL NO. F-14132, BOOK 1522, PAGE 421, SONOMA COUNTY RECORDS, SHOWN UPON THE MAP RECORDS OF SURVEY, RECORDED MAY 28, 1957 IN BOOK 76 OF MAPS AT PAGE 16, UNDER RECORDER'S SERIAL NO. F-14464, SONOMA COUNTY RECORDS, AS THE 19.53 ACRE, MORE OR LESS, PARCEL LYING AND SITUATED SOUTHWESTERLY OF THE CENTERLINE OF THE THEN EXISTING CONCRETE PAVEMENT, AS SHOWN UPON SAID MAP.

EXCEPTING THEREFROM THE TRACT OF LAND CONVEYED TO THE COUNTY OF SONOMA BY DEED DATED JANUARY 24, 1966 RECORDED FEBRUARY 10, 1966 IN BOOK 2187 OF OFFICIAL RECORDS, PAGE 487, AS RECORDER'S SERIAL NO. J-83256, SONOMA COUNTY RECORDS.

PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED FEBRUARY 17, 1988, INSTRUMENT NO. 88011698, OF OFFICIAL RECORDS.

PARCEL TWO:

AN EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS AS GRANTED IN THAT CERTAIN "AGREEMENT FOR GRANT OF EASEMENT", RECORDED AUGUST 16, 2013, INSTRUMENT NO. 2013084278, OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AN EASEMENT OVER A PORTION OF THE LANDS OF THOMAS R. MAZZOCCO AND YVONNE H. MAZZOCCO, TRUSTEES OF THE MAZZOCCO FAMILY REVOCABLE TRUST DATED JANUARY 20, 1984, RECORDED OCTOBER 26, 1988 UNDER DOCUMENT NUMBER 88091578, SONOMA COUNTY RECORDS, AND OVER A PORTION OF THE LANDS OF ADELE A. DICKE, DENISE REBUSCHATIS AND ERIC DICKE, CO-TRUSTEES OF THE SURVIVOR'S TRUST UNDER THE HOWARD J. DICKE AND ADELE A. DICKE 2004 TRUST DATED JUNE 15, 2004, AS TO AN UNDIVIDED ONE-HALF INTEREST AND ADELE A. DICKE, DENISE REBUSCHATIS AND ERIC DICKE, CO-TRUSTEES OF THE EXEMPTION TRUST UNDER THE HOWARD J. DICKE AND ADELE A. DICKE 2004 TRUST DATED JUNE 15, 2004, AS TO AN UNDIVIDED ONE-HALF INTEREST, RECORDED SEPTEMBER 2, 2011 UNDER DOCUMENT NUMBER 2011075457, SONOMA COUNTY RECORDS, SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING MORE DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON-PIPE, LS 4206, MARKING THE NORTHWESTERLY CORNER OF THE LANDS OF THOMAS R. MAZZOCCO AND YVONNE H. MAZZOCCO, TRUSTEES OF THE MAZZOCCO FAMILY REVOCABLE TRUST DATED JANUARY 20, 1984, RECORDED OCTOBER 26, 1988 UNDER DOCUMENT NUMBER 88091578, SONOMA COUNTY RECORDS AS SHOWN ON THAT "RECORD OF SURVEY" FILED IN BOOK 417 OF MAPS AT PAGE 15, SONOMA COUNTY RECORDS, FROM WHICH A FOUND 1-1/4" IRON PIPE, NO TAG, AS SHOWN ON SAID "RECORD OF SURVEY", MARKING THE LINE BETWEEN THE LANDS OF MAZZOCCO AND THE LANDS OF DICKE, BEARS SOUTH 33° 34' 29" WEST, 1530.77 FEET (1530.30 FEET PER 417 MAPS 15); THENCE FROM SAID POINT OF BEGINNING, SOUTH 25° 43' 47" WEST, 40.20 FEET; THENCE SOUTH 33° 34' 29" WEST, 400.00 FEET; THENCE SOUTH 32° 50' 00" WEST, 275.00 FEET; THENCE SOUTH 32° 45' 00" WEST, 816.00 FEET; THENCE NORTH 56° 15' 00" WEST, 6.55 FEET TO A FOUND 1-1/4" IRON PIPE, NO TAG, AS SHOWN ON SAID "RECORD OF SURVEY"; THENCE CONTINUING NORTH 56° 15' 00" WEST, 5.45 FEET; THENCE NORTH 32° 45' 00" EAST, 815.00 FEET; NORTH 32° 50' 00" EAST, 275.00 FEET; THENCE NORTH 33° 34' 29" EAST, 350.00 FEET; THENCE NORTH

EXHIBIT "A"
Legal Description
(continued)

26° 00' 00" EAST, 57.00 FEET; NORTH 03° 00' 00" EAST, 35.00 FEET; THENCE NORTH 17° 00' 00" WEST, 45.00 FEET; THENCE NORTH 28° 26' 37" WEST, 59.58 FEET; THENCE NORTH 10° 44' 33" WEST, 19.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF WEST DRY CREEK ROAD AS SHOWN ON THAT MAP TITLED "COUNTY OF SONOMA PLAN AND PROFILE DRY CREEK ROAD" ON MICRO FICHE NUMBERS 001517 THROUGH 001528; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WEST DRY CREEK ROAD, SOUTH 28° 26' 37" EAST, 173.38 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING WITHIN PARCEL ONE DESCRIBED ABOVE.

EXHIBIT "B"

LAND CONSERVATION PLAN EXHIBIT "B"

This Land Conservation Plan is made by and between KLT Vineyards, LLC, a California limited liability company ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is hereby incorporated by reference into the Land Conservation Contract to which it is attached as though fully set forth therein ("Contract").

1. **PURPOSE.** The purpose of this Land Conservation Plan is to identify the approximate location and acreage of designated uses to which the Subject Property is or may be used during the term of the Land Conservation Contract consistent with the terms of the Land Conservation Contract, the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), and the California Land Conservation Act (Government Code section 51200 et seq.), as they now exist, or as they may be amended from time to time.

2. **DEFINITIONS.**

- a. "Subject Property," shall have the same meaning as the term "Subject Property," as used in the Contract.
- b. "Prime Agricultural Use," means the use of "Prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- c. "Non-Prime Agricultural Use," means the use of "Non-prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- d. "Open Space Use," means the use of "Open Space Land for an "Open Space Use," as those phrases are defined in the Uniform Rules.
- e. "Compatible Use," shall have the same meaning as the term "Compatible Use," as used in the Uniform Rules.
- f. "Undesignated Area," means portion of land under the Contract that is vacant and potentially available for any qualifying agricultural and/or compatible use, consistent with the terms of the Contract, the Uniform Rules, and the Land Conservation Act, as they now exist or as they may be amended from time to time. Use of the "Undesignated Area," for agricultural or compatible use requires amendment of this Land Conservation Plan.

3. **DESIGNATED LAND USES.** Owner(s) agree to manage and maintain the Subject Property in a manner that ensures that the following designated uses will conform to the identified acreage and location at all times during the term of the Contract and any extensions

thereof. Any proposed change to a designated use, acreage, and/or location, requires amendment of this Land Conservation Plan.

<u>Designated Use</u>	<u>Acreage</u>	<u>Location</u>
PRIME AGRICULTURAL USE(S):	15.2± acres	See Site Plan
COMPATIBLE USE(S):	0.20± acres	See Site Plan
UNDESIGNATED AREA:	2.34± acres	See Site Plan
TOTAL: 17.74± acres		

4. SITE PLAN. A site plan showing the location of the designated uses described in paragraph 3, above, is attached and incorporated by reference into this Land Conservation Plan. Any proposed change to the Site Plan requires amendment of this Land Conservation Plan.

5. AMENDMENT TO LAND CONSERVATION PLAN.

a. Any change to the acreage or location of the designated uses described in paragraph 3, above, requires written amendment to this Land Conservation Plan, consistent with the Land Conservation Contract, Uniform Rules, and Land Conservation Act, as they now exist or as they may be amended from time to time.

b. Owner(s), or Owner(s) predecessor(s) in interest, may apply to the Permit and Resource Management Department (PRMD) for an amendment of this Land Conservation Plan. With the approval of the Director of PRMD, Owner(s) or Owner(s)' predecessor in interest may designate an agent to file an application for amendment of this Land Conservation Plan on their behalf.

c. The Board of Supervisors, or its designee, shall consider and decide all requests to amend this Land Conservation Plan.

d. All amendments to this Land Conservation Plan are deemed automatically incorporated into the Land Conservation Contract to which it applies, upon approval by the Board of Supervisors or its designee, and upon recordation of the executed amendment with the Sonoma County Recorder's Office.

e. For purposes of property tax assessment, any amendment to the Land Conservation Plan or Land Conservation Contract will be recognized by the Sonoma County Assessor's Office on the January 1st lien date of the year following the year in which the amendment is recorded, consistent with Revenue and Taxation Code sec. 430.5.

6. BREACH. Failure to conform to this Land Conservation Plan is a breach of the Land Conservation Contract to which it is attached and incorporated by reference.

AGREEMENT AND STATEMENT BY OWNER(S):

I/we agree to comply with the provisions of this Land Conservation Plan, as it now exists or as it may be amended from time to time, for the duration of the Land Conservation Contract to which it is attached and incorporated by reference, including any and all renewals or extension of the Land Conservation Contract.

KLT VINEYARDS, LLC, a California limited liability company

By: [Signature]
Kevin Barr, Manager

By: [Signature]
Linda Barr, Manager

By: [Signature]
Tyler Klick, Manager

NOTE: Acknowledgments must be attached.

-----County Use Only-----

COUNTY OF SONOMA:
BOARD OF SUPERVISORS or DESIGNEE OF BOARD OF SUPERVISORS

ATTEST:
Sheryl Bratton
Clerk of the Board of Supervisors
County of Sonoma

By: _____
Noelle Francis
Deputy Clerk of the Board

By: _____
Lynda Hopkins
Chair, Board of Supervisors

NOTE: Acknowledgments must be attached.

ACKNOWLEDGMENT

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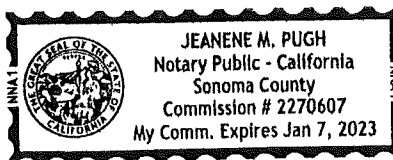
State of California
County of Sonoma

On 11/5/2022 before me, Jeanene M Pugh, Notary Public,
(insert name and title of the officer)

personally appeared Tyler Klick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jeanene M Pugh (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

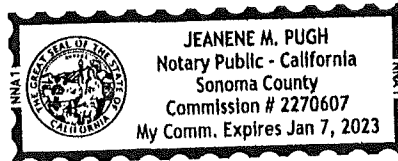
State of California
County of Sonoma

On 1/6/2022 before me, Jeanene M Pugh, Notary Public,
(insert name and title of the officer)

personally appeared Linda Barr, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jeanene M Pugh (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

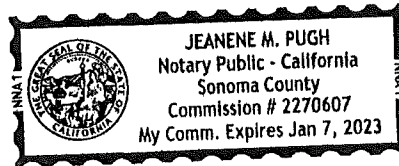
State of California
County of Sonoma)

On 11/7/2022 before me, Jeanene M Pugh, Notary Public,
(insert name and title of the officer)

personally appeared Kevin Barr, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature Jeanene M Pugh (Seal)

ENCUMBRANCE HOLDERS:


We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by the above imposed restrictions.

AMERICAN AGCREDIT, FLCA

By: 
Name: Ruth Edwards
Title: Vice President

Deed of Trust, Instrument Number 2017034741, Sonoma County Official Records, Dated May 4, 2017

FIDELITY NATIONAL TITLE COMPANY,
A California Corporation

By: 
Name: Pamela Hays
Title: Asst. Vice President

Deed of Trust, Instrument Number 2017034742, Sonoma County Official Records, Dated May 4, 2017

NOTE: Acknowledgments must be attached.

ACKNOWLEDGMENT

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State of California
County of Sonoma

On February 10, 2022 before me, P. Stanfill, Notary Public,
(insert name and title of the officer)

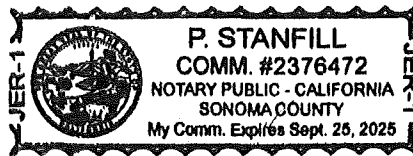
personally appeared Roth Edwards, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature P. Stanfill

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma

On March 9, 2022 before me, Jessika Ruggles, Notary Public,
(insert name and title of the officer)

personally appeared Pamela Hage, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

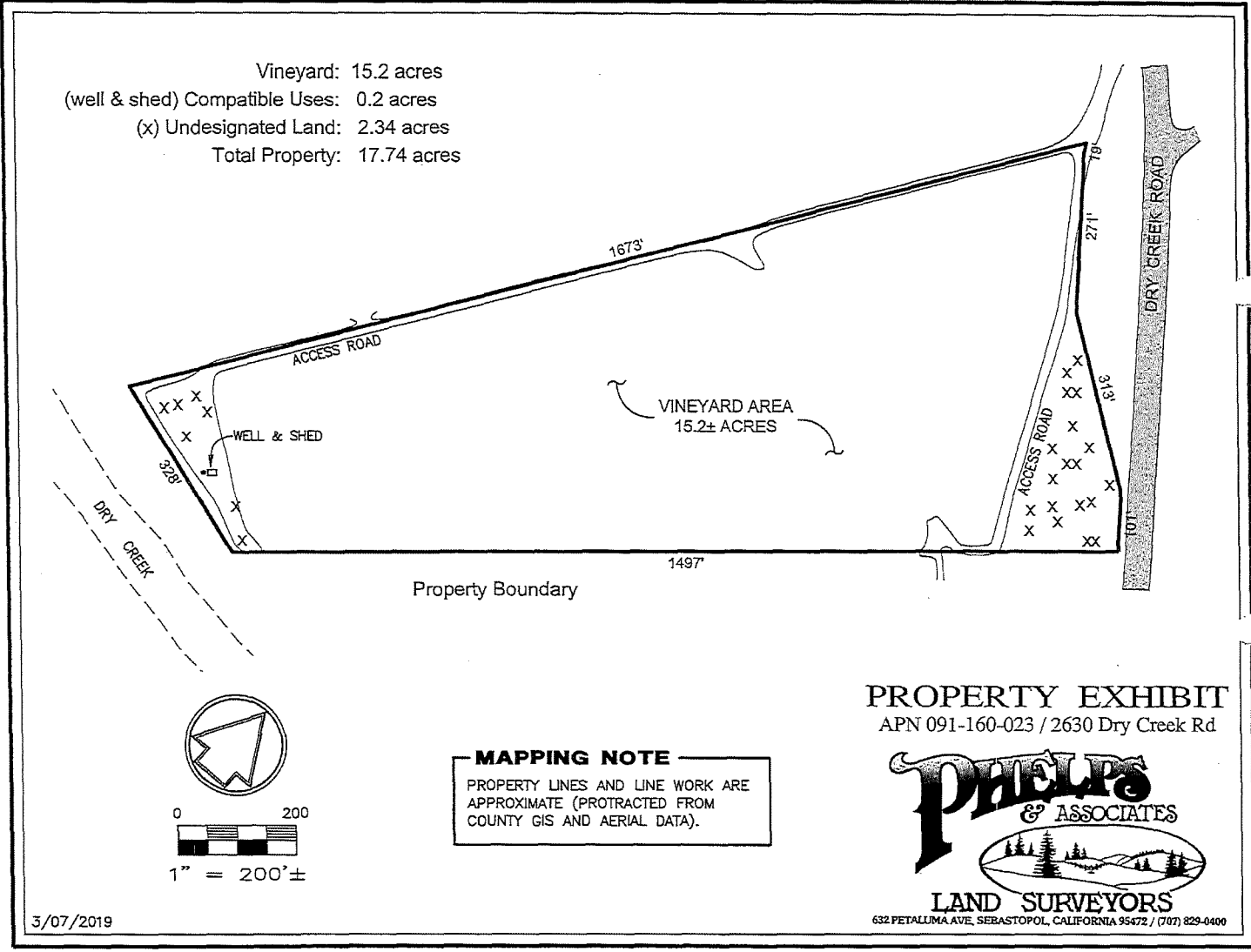
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

Vineyard: 15.2 acres
 (well & shed) Compatible Uses: 0.2 acres
 (x) Undesignated Land: 2.34 acres
 Total Property: 17.74 acres



PROPERTY EXHIBIT
 APN 091-160-023 / 2630 Dry Creek Rd



632 PETALLUMA AVE, SEBASTOPOL, CALIFORNIA 95472 / (707) 829-0400

3/07/2019

Site Map
 2630 Dry Creek Road, Healdsburg