

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

MONTE RIO REDWOODS EXPANSION
RECREATION CONSERVATION COVENANT
(California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into by and between 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.* (the "District") and County of Sonoma, a political subdivision of the State of California, its successors and assigns and those claiming under it ("Owner").

Recitals

A. The District was formed for the purpose of preserving open space in the County of Sonoma and is funded by a voter approved sales tax, the expenditure of which is directed and limited by the Sonoma County Agricultural Preservation & Open Space 2006 Expenditure Plan ("the 2006 Expenditure Plan" or "the Plan") adopted as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure (Sonoma County Ordinance No. 5677R).

B. Among the categories of open space identified for protection in the 2006 Expenditure Plan are “fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations” listed in the Plan.

C. Owner has acquired and now is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

D. In a companion transaction of even date, Owner has conveyed a conservation easement (“the Conservation Easement”) to the District generally limiting the use of the Property to natural resource preservation and low-intensity public outdoor recreation consistent with identified open space values. This Covenant is intended to complement the Conservation Easement by assuring the continued and perpetual recreational use of the Property consistent with the Conservation Easement.

E. In a companion transaction of even date, Owner has granted to the District and its assignees an irrevocable offer of dedication (“Irrevocable Offer of Dedication”) of the fee interest in the Property to secure the Owner’s performance under this Covenant.

Agreement

FOR VALUABLE CONSIDERATION, Owner hereby undertakes the following obligations for the benefit of the District:

1. *The Covenant.* Owner hereby conveys to the District a recreation conservation covenant (“Covenant”) within the meaning of Restatement Third, Property (Servitudes) §1.6(1) and pursuant to the authority of Civil Code §§815 *et seq.* and the common law of California, to assure that the Property will be continuously used, maintained and operated by Owner and its successors in interest as a public park and open space preserve in perpetuity, available to the public for low-intensity public outdoor recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein.

2. *Obligation to Provide Low-Intensity Public Outdoor Recreation and Educational Uses.*

A. Owner hereby agrees to use, operate and maintain the Property as a

public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve shall commence no later than five (5) years from the date of recordation of this Covenant and shall include, at a minimum, general availability of the Property for public multi-use trail use, picnicking and nature study no less than six hours per day, seven days per week, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. Owner shall not engage in activities that impede public access to or public use of the Property for low-intensity outdoor public recreation and educational uses pursuant to this Covenant, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

C. If a plan is prepared and approved pursuant to Sections 5.1.7 and 6.8 of the Conservation Easement, Owner's use, operation and maintenance of the Property as a public park and open space preserve shall be in accordance with such management plan.

3. Enforcement.

A. In the event of an uncured breach by the Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for specific performance or other equitable relief; (2) institute a suit to recover damages; (3) accept the Irrevocable Offer of Dedication identified in Recital E; or (4) pursue any combination of the foregoing.

B. Prior to taking any action under Paragraph 3.A, the District shall provide Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally describing the condition or event claimed by the District to be a breach of Owner's obligations that is either mailed or otherwise delivered by the District to Owner. The Notice shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

C. Enforcement of the obligations created by this Covenant shall be at the sole discretion of the District. Any forbearance by the District to exercise its rights under this

Covenant shall not be deemed or construed to be a waiver or forfeiture by the District.

D. The actual damages incurred by the District resulting from Owner's breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District's damages shall be measured by the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, multiplied by the length of time in years, including fractions thereof, during which the breach remains uncured after Notice was given by the District, multiplied by the then-current annual interest rate for post judgment interest, provided however that:

(i) No action for liquidated damages under this Paragraph 3(D) shall be filed without the consent of the District's Board of Directors or the governing Board of any successor agency to the District; and

(ii) No liquidated damages shall be assessed during any period for which Owner's governing body has, based upon substantial evidence, declared a fiscal emergency rendering it financially unable to perform its obligations under this Covenant; and

(iii) In no case shall liquidated damages exceed One Million Two Hundred Thousand Dollars (\$1,200,000), as adjusted for inflation from the date of recordation of this Covenant, for any single breach.

The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's Notice.

E. The remedies set forth in this Paragraph 3 are in addition to and not intended to displace any other remedy available to either party as provided by this Covenant, the Conservation Easement, the common law or any other applicable local, state or federal law.

F. Nothing contained in this Paragraph 3 shall be construed to entitle the District to bring any action against Owner for any failure to perform resulting from causes beyond Owner's control, including, without limitation, wildfire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or

mitigate a failure to perform resulting from such causes, so long as such action, to the extent that Owner has control, is designed and carried out in such a way as to further the purpose of this Covenant.

4. *Subordinate Instruments.* All instruments granting any lease or other real property interest in the Property to third parties are subject to the limitations on transfers set forth in the Conservation Easement. Any such lease or other real property interest so created by Owner and all of the rights granted thereunder shall be and shall at all times remain subject, subordinate, and inferior to the District's rights under this Covenant and the Conservation Easement. Owner's power to create such third-party estates is limited by and subordinate to the Irrevocable Offer of Dedication herein referenced and, as such, District may terminate any or all estates so created upon its acceptance of said Irrevocable Offer of Dedication.

5. *Third Party Beneficiaries.* The District and Owner do not intend and this Covenant shall not be construed to create any rights in third parties.

6. *Integration.* This writing is the final and complete expression of the agreement between the parties with respect to these matters and any and all prior or contemporaneous agreements written or oral with respect to these matters have been merged into this written instrument, other than the Conservation Easement which remains in full force and effect. This clause shall not be construed to modify or invalidate any other written agreements as between the parties hereto.

7. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if Owner is in compliance with this Covenant.

8. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or

burdens to the property,” and irrevocable offers of dedication encompassed within the meaning of the phrase “unaccepted, recorded, irrevocable offers of dedication,” as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

[SIGNATURES AND ACKNOWLEDGEMENTS]

IN WITNESS WHEREOF, OWNER has executed this Recreation Conservation Covenant this _____ day of _____, 20__.

OWNER: COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By: _____
Lynda Hopkins, President of the Board of Supervisors

ATTEST:

DISTRICT:
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Lynda Hopkins, President of the Board of Directors

ATTEST:

Noelle Francis, Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

LEGAL DESCRIPTION

EXHIBIT A

The land referred to herein below is situated in the unincorporated area of the, County of Sonoma, State of California, and is described as follows:

PARCEL ONE:

All of that Tract of Land situated in the Bodega Rancho, Township 7 North, Range 11 West, Mount Diablo Meridian, County of Sonoma, State of California, and being a portion of the Land of Mendocino Redwood Company, LLC, A Delaware Limited Liability Company, described as Tract A, Parcels One, Two and Three and Tract C, Parcels One, Two and Three, in Deed Recorded as Document Number 1998-0074025, Official Records of Sonoma County, more particularly described as follows:

Beginning at a 1-1/2" iron pipe tagged B-184, being the common corner of said Mendocino Redwood Company and the Lands of Starrett Enterprises as described in Book 1758 Official Record Page 300 Sonoma County Records, as shown on Record of Survey Recorded in Book 153 Maps Page 19 of the Sonoma County Records; thence South 00° 21' 54" West 1099.99 feet; thence West 2709.31 feet; thence North 00° 31' 29" East 3711.72 feet to the common boundary line of said Mendocino Redwood Company and the Lands of Casini as described in Document Number 1993-026881 Sonoma County Records; thence along the common boundary line between the said Lands of Mendocino Redwood Company and said Casini North 40° 11' 32" East, 115.80 feet to a 1-1/2" iron pipe tagged R-11 LS 2297; thence North 27° 21' 00" West 130.20 feet; thence to North 56° 53' 06" West 68.56 feet to a 1-1/2" iron pipe tagged R-9 LS 2297; thence along the common boundary line of said Mendocino Redwood Company and the lands of Sweetwater Springs Water District as described in Document Number 1992-041217 Sonoma County Records, North 36° 44' 51" East 567.27 feet; thence along the common boundary line between said Mendocino Redwood Company and said Sweetwater Springs Water District North 65° 11' 10" East 832.60 feet; thence South 70° 42' 50" East 1747.40 feet to the common corner of said Mendocino Redwood Company, said Sweetwater Springs Water District and the Lands of Starrett Enterprises as described in Book 1758 Official Record Page 300 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and said Starrett Enterprises South 00° 21' 54" West 3080.05 feet more or less to the Point of Beginning.

A.P. No. 097-290-004-000

PARCEL TWO:

All of that Tract of Land situated in the Bodega Rancho, Township 7 North, Range 11 West, Mount Diablo Meridian, County of Sonoma, State of California, and being a portion of the land of Mendocino Redwood Company, LLC, A Delaware Limited Liability Company, described as Tract A, Parcels One, Two and Three and Tract C, Parcels One, Two and Three, in Deed Recorded as Document Number 1998-0074025, Official Records of Sonoma County, more particularly described as follows:

Beginning at a 1-1/2" iron pipe tagged B-184, being the common corner of said Mendocino Redwood Company and the Lands of Starrett Enterprises as described in Book 1758 Official Record Page 300 Sonoma County Records, as shown on Record of Survey Recorded in Book 153 Maps Page 19 of the Sonoma County Records; thence South 88° 31' 48" East 1210.98 feet to a 1-1/2" iron pipe tagged RS LS

EXHIBIT A
(Continued)

2297 being the common corner of said Mendocino Redwood Company, said Starrett Enterprises and the Lands of Monks as described in Document Number 1995-108347 Sonoma County Records; thence along the common boundary line between said Mendocino Redwood Company and said Monks South 01° 56' 57" West 604.50 feet to a 1-1/2" iron pipe tagged R4 LS 2297 being the common corner of said Mendocino Redwood Company, said Monks and Sweetwater Springs District as described in Document Number 1992-041217 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and said Sweetwater Springs Water District North 87° 13' 37" West 43.81 feet to a 1-1/2" iron pipe tagged R3 LS 2297; thence South 00° 20' 32" East 1874.32 feet to a 1-1/2" iron pipe tagged R2 LS 2297; thence North 69° 58' 25" East 2001.22 feet to the common corner of said Mendocino Redwood Company, said Sweetwater Springs Water District and the land of Ney as described in Document Number 1996-096780 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and the said Ney South 89° 47' 16" East 1971.30 feet to the common corner of said Mendocino Redwood Company, said Ney and the Land of Greene as described in Document Number 1995-023049 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and said Greene South 00° 00' 12" West 1729.75 feet; thence leave the common boundary line between said Mendocino Redwood Company and said Greene North 90° 00' 00" West 359.10 feet to a point in an existing road; thence along an existing road the following courses and distance south 83° 57' 38" West 292.23 feet; thence South 66° 27' 59" West 123.15 feet; thence South 21° 45' 20" East 154.94 feet; thence South 39° 15' 13" East 168.27 feet; thence South 40° 30' 49" West 267.79 feet; thence South 62° 56' 46" West 476.33 feet; thence South 17° 08' 52" West 148.48 feet; thence South 51° 30' 51" West 198.66 feet; thence North 77° 59' 06" West 123.74 feet; thence North 70° 31' 38" West 110.53 feet; thence South 67° 24' 02" West 228.43 feet; thence North 73° 20' 42" West 163.08 feet; thence South 49° 23' 10" West 109.22 feet; thence South 16° 08' 23" West 243.24 feet; thence South 66° 40' 38" West 178.51 feet; thence South 08° 50' 42" West 178.78 feet; thence South 52° 11' 42" East 148.57 feet; thence South 42° 58' 34" East 102.22 feet; thence South 11° 14' 39" West 264.64 feet; thence South 62° 19' 15" West 197.72 feet; thence South 80° 02' 44" West 239.46 feet; thence North 72° 00' 24" West 192.61 feet; thence South 42° 38' 35" West 114.08 feet; thence South 75° 50' 28" West 137.43 feet; thence South 67° 30' 16" West 151.47 feet; thence North 87° 34' 00" West 200.53 feet; thence South 79° 16' 09" West 88.87 feet; thence along the Centerline of Freezeout Creek Road South 01° 25' 09" West 141.72 feet; thence South 09° 44' 50" West 33.30 feet; thence South 01° 40' 20" West 25.27 feet; thence South 16° 54' 23" West 49.58 feet; thence South 53° 43' 34" West 39.14 feet; thence South 71° 55' 48" West 15.77 feet; thence leaving the Centerline of Freezeout Creek Road North 63° 21' 09" West 3891.48 feet to a Point on the Northerly side of Freezeout Creek Road; thence along the Northerly side of Freezeout Creek Road North 87° 00' 59" West 46.32 feet; thence South 79° 19' 14" West 91.08 feet; thence leaving the Northerly side of Freezeout Creek Road North 34° 58' 43" West 1707.90 feet; thence North 10° 56' 22" East 1378.92 feet; thence along a line parallel to and 50 feet Southerly and Easterly of the existing centerline of Box Springs Road the following courses and distances North 89° 57' 26" East 18.30 feet; thence North 70° 00' 14" East 83.95 feet; thence North 16° 32' 48" East 108.09 feet; thence North 10° 10' 29" West 108.48 feet; thence North 04° 55' 09" West 22.83 feet; thence North 13° 39' 48" East 34.75 feet; thence North 18° 27' 31" East 50.47 feet; thence North 29° 35' 35" East 36.70 feet; thence North 38° 17' 17" East 20.13 feet; thence North 46° 35' 21" East 54.56 feet; thence South 86° 00' 54" East 43.40 feet; thence leaving said parallel line and across Box Springs Road of a point on the Northerly side of said road North 77.60 feet; thence East 2569.03 feet; thence North 00° 21' 54" East 1099.99 feet, more or less to the Point of Beginning.

Excepting therefrom all of the Parcel of Land conveyed to Ralph Sturgeon and Norma H. Sturgeon By D & R Redwood Co., Dated September 30, 1968 and Recorded on March 11, 1969 in Book 2382 Official Records, Page 729, Sonoma County Records.

A.P. No.: 097-290-001-000; 002-000; 003-000

EXHIBIT A
(Continued)

PARCEL THREE:

All of that Tract of Land situated in the Bodega Rancho Township, 7 North, Range 11 West, Mount Diablo Meridian, County of Sonoma, State of California, and being a portion of the land of Mendocino Redwood Company, LLC, A Delaware Limited Liability Company, described as Tract A, Parcels One, Two and Three and Tract C, Parcels One, Two and Three, in Deed Recorded as Document Number 1998-0074025, Official Records of Sonoma County, more particularly described as follows:

Beginning at a 1-1/2" iron pipe tagged RO Bodega Rancho LS 2297 as shown on Record of Survey Recorded in Book 128 Maps Page 14 Sonoma County Records and also shown on Record of Survey Recorded in Book 219 Maps Page 5 Sonoma County Records; thence along the common boundary line between the said Mendocino Redwood Company and the Lands of Silvani as described in Document Number 1999-030754 Sonoma County Records South 53° 31' 44" East 523.77 feet; thence South 00° 33' 49" West 292.38 feet to a Point on the Northerly side of Willow Creek Road; thence along the line of parallel to and 10 feet Northerly of the existing centerline of Willow Creek Road the following courses and distances, North 84° 28' 12" West 27.75 feet; thence South 82° 57' 31" West 56.63 feet; thence South 78° 28' 35" West 33.78 feet; North 82° 44' 15" West 60.61 feet; thence North 49° 56' 22" West 28.80 feet; thence North 38° 04' 56" West 47.48 feet; thence North 45° 08' 02" West 39.98 feet; thence North 56° 05' 49" West 39.98 feet; thence North 51° 20' 12" West 67.67 feet; thence North 45° 21' 07" West 97.30 feet; thence North 55° 22' 34" West 65.76 feet; thence North 84° 44' 57" West 52.16 feet; thence North 82° 06' 00" West 45.16 feet; thence North 52° 09' 35" West 60.72 feet; thence North 41° 25' 40" West 135.7 feet; thence North 58° 07' 40" West 107.0 feet; thence North 87° 46' 33" West 72.46 feet; thence South 87° 33' 58" West 52.91 feet; thence North 72° 43' 29" West 37.32 feet; thence North 69° 41' 19" West 36.27 feet; thence North 76° 40' 01" West 199.3 feet; thence North 80° 07' 06" West 59.38 feet; thence North 84° 21' 45" West 65.70 feet; thence South 82° 14' 50" West 43.71 feet; thence South 67° 34' 37" West 59.90 feet; thence South 62° 26' 00" West 107.4 feet; thence South 47° 21' 04" West 123.7 feet; thence South 56° 09' 21" West 43.42 feet; thence South 70° 10' 22" West 36.75 feet; thence South 79° 24' 26" West 51.48 feet; thence South 66° 28' 13" West 53.00 feet; thence South 57° 05' 30" West 146.43 feet; thence South 61° 35' 59" West 47.66 feet; thence North 89° 08' 43" West 48.82 feet; thence North 50° 47' 17" West 77.62 feet; thence North 51° 11' 32" West 67.87 feet; thence South 85° 48' 42" West 58.93 feet; thence South 71° 34' 43" West 105.5 feet; thence South 79° 08' 32" West 95.45 feet; thence North 87° 28' 04" West 61.63 feet; thence North 68° 17' 42" West 67.75 feet; thence North 57° 18' 29" West 35.50 feet; thence North 68° 49' 08" West 38.76 feet; thence North 75° 27' 02" West 79.82 feet; thence North 78° 36' 41" West 45.63 feet; thence South 87° 35' 42" West 52.32 feet; thence North 77° 32' 59" West 43.39 feet; thence North 57° 25' 16" West 37.59 feet; thence North 50° 34' 58" West 7605 feet; thence North 53° 22' 14" West 36.98 feet; thence North 83° 18' 05" West 48.34 feet; thence South 76° 36' 06" West 192.2 feet; thence South 87° 23' 23" West 139.2 feet; thence North 77° 02' 06" West 176.2 feet; thence North 85° 45' 46" West 58.61 feet; thence South 71° 08' 22" West 68.70 feet; thence South 55° 50' 34" West 201.56 feet; thence South 43° 31' 13" West 91.87 feet; thence South 23° 38' 30" West 67.52 feet; thence South 05° 21' 41" East 61.63 feet; thence South 08° 59' 54" East 40.79 feet; thence South 22° 40' 40" West 37.58 feet; thence South 54° 33' 06" West 30.75 feet; thence South 67° 01' 19" West 56.08 feet; thence South 76° 28' 56" West 90.13 feet; thence South 84° 22' 48" West 35.19 feet; thence 71° 04' 19" West 46.61 feet; thence North 63° 40' 02" West 73.60 feet; thence North 68° 44' 15" West 84.61 feet; thence North 59° 47' 42" West 44.53 feet; thence North 14° 20' 25" West 49.29 feet; thence North 11° 46' 10" West 59.21 feet; thence North 41° 06' 35" West 58.25 feet; thence North 58° 37' 49" West 97.32 feet; thence North 70° 28' 43" West 41.73 feet; thence North 87° 18' 01" West 48.92 feet; thence South 80° 39' 56" West 97.34 feet; thence South 87° 39' 46" West 42.05 feet; thence North 43° 58' 19" West

EXHIBIT A
(Continued)

47.22 feet; thence North 21° 01' 37" West 38.97 feet; thence North 19° 13' 03" West 64.95 feet; thence North 62° 49' 12" West 57.67 feet; thence North 71° 13' 21" West 90.23 feet; thence North 66° 56' 01" West 44.47 feet; thence North 58° 10' 25" West 57.52 feet; thence North 62° 14' 58" West 38.74 feet; thence North 88° 51' 25" West 43.37 feet; thence South 68° 35' 49" West 41.91 feet; thence South 72° 16' 16" West 53.39 feet; thence South 74° 23' 50" West 29.78 feet; thence South 61° 23' 47" West 35.50 feet; thence South 52° 13' 40" West 32.84 feet; thence South 51° 50' 50" West 51.77 feet; thence South 66° 37' 31" West 34.09 feet; thence South 88° 17' 22" West 55.33 feet; thence North 80° 10' 10" West 41.13 feet; thence North 88° 59' 06" West 44.28 feet; thence North 86° 33' 30" West 34.06 feet; thence North 63° 46' 16" West 32.02 feet; thence North 45° 06' 07" West 41.12 feet; thence North 60° 16' 06" West 56.70 feet; thence North 89° 32' 31" West 50.65 feet; thence South 69° 58' 50" West 44.45 feet; thence South 56° 40' 47" West 42.85 feet; thence South 36° 22' 41" West 48.89 feet; thence South 11° 24' 45" West 60.90 feet; thence South 15° 13' 06" West 79.26 feet; thence South 32° 06' 06" West 44.49 feet; thence South 42° 34' 30" West 99.29 feet; thence South 43° 11' 10" West 49.78 feet; thence South 58° 07' 32" West 59.00 feet; thence South 67° 22' 35" West 34.22 feet; thence South 88° 22' 50" West 57.03 feet; thence North 64° 36' 36" West 60.02 feet; thence North 58° 46' 54" West 34.03 feet; thence North 47° 52' 52" West 76.29 feet; thence North 49° 32' 00" West 112.60 feet; thence North 51° 37' 26" West 87.62 feet; thence North 61° 24' 31" West 42.67 feet; thence North 69° 11' 45" West 50.45 feet; thence North 80° 30' 41" West 52.50 feet; thence South 89° 09' 28" West 91.93 feet; thence North 84° 51' 33" West 42.48 feet; thence North 67° 57' 39" West 21.35 feet; thence North 52° 04' 35" West 44.11 feet; thence North 42° 06' 55" West 79.04 feet; thence North 50° 30' 54" West 45.18 feet; thence North 72° 06' 48" West 44.52 feet; thence South 88° 52' 28" West 52.24 feet; thence South 76° 13' 11" West 60.47 feet; thence South 77° 54' 28" West 25.06 feet; thence North 84° 21' 11" West 57.73 feet; thence North 82° 56' 03" West 69.96 feet; thence South 52° 53' 59" West 62.79 feet; thence South 37° 08' 08" West 48.33 feet; thence South 58° 48' 15" West 43.62 feet; thence South 67° 35' 39" West 87.06 feet; thence South 62° 46' 10" West 44.79 feet; thence South 45° 19' 20" West 37.86 feet; thence South 31° 40' 52" West 63.66 feet; thence South 37° 53' 21" West 34.21 feet; thence South 68° 11' 29" West 35.61 feet; thence South 84° 41' 31" West 36.78 feet; thence South 38° 23' 41" West 30.89 feet; thence leaving said Northerly line of Willow Creek Road, North 33° 37' 59" West 1534.10 feet; thence North 16° 55' 14" East 783.51 feet; thence North 21° 30' 18" West 135.57 feet; thence North 22° 41' 46" West 201.28 feet; thence North 16° 10' 21" West 69.46 feet; thence North 05° 20' 21" East 155.94 feet; thence North 26° 05' 09" West 170.88 feet; thence North 33° 11' 19" East 258.06 feet; thence North 22° 37' 19" East 1417.31 feet; thence North 34° 58' 34" West 5.33 feet to a point on the Northerly side of Freezeout Creek Road; thence along the Northerly side of Freezeout Creek Road. The following Courses and Distances, North 79° 19' 14" East 91.08 feet; thence South 87° 00' 59" East 46.32 feet; thence leaving the Northerly side of Freezeout Creek Road, South 63° 21' 09" East 3891.48 feet to a point in the centerline of Freezeout Creek Road; thence along the centerline of Freezeout Creek Road, the following courses and distances, North 71° 55' 48" East 15.77 feet; thence North 53° 43' 34" East 39.14 feet; thence North 16° 54' 23" East 49.58 feet; thence North 01° 40' 20" East 25.27 feet; thence North 09° 44' 50" East 33.30 feet; thence North 01° 25' 09" East 141.7 feet; thence leaving the centerline of Freezeout Creek Road and along an existing Road the following courses and distances, North 79° 16' 09" East 88.87 feet; thence South 87° 34' 00" East 200.53 feet; thence North 67° 30' 16" East 151.47 feet; thence North 75° 50' 28" East 137.43 feet; thence North 42° 38' 35" East 114.08 feet; thence South 72° 00' 24" East 192.61 feet; thence North 80° 02' 44" East 239.46 feet; thence North 62° 19' 15" East 197.72 feet; thence North 11° 14' 39" East 264.64 feet; thence North 42° 58' 34" West 102.22 feet; thence North 52° 11' 42" West 148.57 feet; thence North 08° 50' 42" East 178.78 feet; thence North 66° 40' 38" East 178.51 feet; thence North 16° 08' 23" East 243.24 feet; thence North 49° 23' 10" East 109.22 feet; thence South 73° 20' 42" East 163.08 feet; thence North 67° 24' 02" East 228.43 feet; thence South 70° 31' 38" East 110.53 feet; thence South 77° 59' 06" East 123.74 feet; thence North 51° 30' 51" East 198.66 feet; thence North 17° 08' 52" East 148.48 feet; thence North 62° 56' 46" East 476.33 feet; thence North 40° 30' 49" East 267.79 feet; thence North 39° 15' 13" West 168.27 feet; thence North 21° 45' 20" West 1554.94 feet; thence North 66° 27' 59" East 123.15 feet;

EXHIBIT A
(Continued)

thence North 83° 57' 38" East 292.23 feet; thence leaving said existing Road South 90° 00' 00" East 359.10 feet to the Easterly line of the Lands of said Mendocino Redwood Company; thence along the common boundary line between said Mendocino Redwood Company, the Land of Green as described in Document Number 1995-023049, the Lands of Land House Institute for Religious Development as described in Document Number 1990-115140, and said Lands of Silvani South 00° 00' 12" West 4628.98 feet more or less to the Point of Beginning.

A.P. No.: 097-290-005-000; 006-000

PARCEL FOUR:

Commencing at a 1-1/2" iron pipe and cap, stamped R.O. Bodega Rancho, 1950, LS 2297, said 1-1/2" iron pipe and cap referred to in that certain Court Judgement, Recorded in Book 2256, of Official Records, Page 335, further referred to as being the Southeasterly corner of the said 1959.89 Acre Parcel conveyed to Ralph Sturgeon, et al, from which a found 3/8" iron pipe, L.S. 2297, bears South 0° 08' 45" East, 102.7 feet and a 1-1/2" iron pipe and cap stamped C-10, LS 2297 bears South 53° 32' 58" East, 555.99 feet; thence from said Point of Commencement, North 54° 28' 25" West, 4909.64 feet to a set 1/2" iron pipe and tag, witnessed by a railroad iron, to the True Point of Beginning of the Parcel to be herein described; thence from said True Point of Beginning, South 60° 28' 00" West, 109.08 feet to a set 1/2" iron pipe and tag, witnessed by a railroad iron; thence North 55° 00' 00" West, 255.06 feet to a set 1/2" iron pipe and tag; thence continuing North 55° 00' 00" West, 58.03 feet to a set 1/2" iron pipe and tag; thence continuing , North 55° 00' 00" West, 188.56 feet to a set 1/2" iron pipe and tag; thence continuing, North 55° 00' 00" West, 157.07 feet to a set 1/2" iron pipe and tag; thence continuing, North 55° 00' 00" West, 136.88 feet to a set 1/2" iron pipe and tag; thence continuing North 55° 00' 00" West 84.12 feet to a set 1/2" iron pipe and tag; thence continuing North 55° 00' 00" West, 354.58 feet; to a set 1/2" iron pipe and tag, marking the most Westerly corner of the herein described Parcel; thence North 38° 12' 44" East, 265.16 feet to a set 1/2" iron pipe and tag, thence North 70° 32' 26" East, 472.68 feet to a set 1/2" iron pipe and tag, witnessed by a railroad iron, said point hereinafter referred to as Point "B"; thence South 02° 09' 41" East, 119.64 feet to a set 1/2" iron pipe and tag; thence continuing South 2° 09' 41" East, 232.62 feet to a set 1/2" iron pipe and tag; thence South 32° 47' 59" East, 160.61 feet to a set 1/2" iron pipe and tag; thence South 59° 56' 39" East, 205.65 feet to a set 1/2" iron pipe and tag; thence South 22° 26' 57" East, 180.69 feet to a set 1/2" iron pipe and tag; thence South 29° 32' 00" East, 302.28 feet to the Point of Beginning, said point hereinafter referred to as Point "A".

A.P. No.: 097-290-007-000

PARCEL FIVE:

The Non-Exclusive Easement for ingress and egress, over Freezeout Creek Road, Box Springs Road and Willow Creek Road as reserved in the Grant Deed to the State of California, Recorded May 6, 2005 as Document No. 2005-062940, Sonoma County Records.