

RECORDING REQUESTED BY AND RETURN TO:

Earth Island Institute  
2150 Allston Way, Suite 460  
Berkeley, CA 94704-1302  
Attn: Susan Kamprath

Jared Emerson-Johnson  
722 Jefferson Street  
Petaluma, CA 94952

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APN: 019-120-041 (portion)

Recorded by government agency - Exempt from recording fees per Gov. Code §§ 27383, 27388.1, 27388.2

### **TERMINATION AND RELEASE OF DEED RESTRICTION (Draft)**

This Termination and Release of Deed Restriction (“Termination Agreement”) is by and between the CITY OF PETALUMA, a California municipal corporation and a charter city (hereinafter “City”) and the EARTH ISLAND INSTITUTE, INC, a California non-profit public benefit corporation (hereinafter, “EII”). The Effective Date of the Termination Agreement is the date of its recordation on \_\_\_\_\_, 2025.

### **RECITALS**

A. On February 27, 2023, the City required EII to record a deed restriction to ensure 22.05 acres of property owned by EII (the “Conservation Acreage”) remained in its natural open space condition until EII and the Sonoma County Agricultural Preservation and Open Space District (hereinafter “District”), a Special District formed pursuant to the California Public Resources Code, entered into a conservation easement to protect the Conservation Acreage’s natural, scenic, open space, recreational, and educational values.

B. A Deed Restriction in Furtherance of Conservation Easement (“Original Deed Restriction”) was recorded in the official records of Sonoma County on September 11, 2024 as Instrument No. 2024041786, and to correct an error in Exhibit A of the Original Deed Restriction, a Correction Deed Restriction in Furtherance of Conservation Easement (“Corrected Deed Restriction”) was recorded on September 16, 2024 as Instrument No. 2024042480. The Original Deed Restriction and Corrected Deed Restriction are together referred to herein as the “Deed Restriction.”

C. Section 7 of the Deed Restriction allows amendments or changes to the Deed Restriction only with the approval of an authorized representative of the City (“Approval Requirement”), and

Section 8 of the Deed Restriction gives the City the right to enforce the terms of the Deed Restriction ("Enforcement Rights").

D. Consistent with the intent of the Deed Restriction, the District and EII are ready to enter into and record a conservation easement to protect the Conservation Acreage's natural, scenic, open space, recreational, and educational resources ("District Conservation Easement"), and recordation of the District Conservation Easement will occur immediately after recordation of this Termination and Release of Deed Restriction.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Verification of Recitals.** The foregoing recitals are true and correct and constitute an integral part of this Termination Agreement.
2. **Approval and Enforcement Rights.** Consistent with the Approval Requirement, the City hereby approves the termination of the Deed Restriction and releases and quitclaims its Enforcement Rights thereunder.
3. **Termination and Release.** As of the Effective Date, the Deed Restriction shall be terminated and shall be of no further force or effect.
4. **Counterparts.** This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.
5. **Severability.** If any provision of this Termination Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

IN WITNESS WHEREOF, EII and City have executed this Termination Agreement as provided below.

**Earth Island Institute, Inc.:**

By: \_\_\_\_\_

Sumona Majumdar, Chief Executive Officer, Earth Island Institute, Inc.

Date: \_\_\_\_\_

**CITY OF PETALUMA:**

By: \_\_\_\_\_

Peggy Flynn, City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Eric Danly, City Attorney

Date: \_\_\_\_\_

**NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.**

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