

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 § 1192

DEED AND AGREEMENT
BY AND BETWEEN
THE RONALD E. WILSON AND KATHLEEN WILSON TRUST
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

RONALD E. WILSON AND KATHLEEN WILSON, AS TRUSTEES UNDER THE RONALD E. WILSON AND KATHLEEN WILSON TRUST AGREEMENT DATED MARCH 3, 1993 KNOWN AS THE RONALD E. WILSON AND KATHLEEN WILSON TRUST, ("GRANTOR") 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. GRANTOR is the owner in fee simple of that certain real property containing approximately 849.18 acres located in Sonoma County, commonly known as Diamond W Dairy,

designated as Sonoma County Assessor's Parcel Numbers 022-300-009, 022-300-010, and 027-210-005, referred to herein as "Parcel A," and comprising all areas of the Property north of Valley Ford Road, and 022-310-015, 022-310-016, 022-310-017, 022-320-003, 027-250-008, and 027-250-010, referred to herein as "Parcel B" and comprising all areas of the Property south of Valley Ford Road, as more particularly described as Tracts 3 and 4 (Parcel A) and Tracts 1 and 2 (Parcel B) in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property").

B. In 1990, the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax to preserve agriculture and open space through the acquisition of interests from willing sellers consistent with a voter-approved Expenditure Plan and to advance the implementation of the open space elements of the County's and each of its cities' respective general plans consistent with Government Code sections 65560 *et seq.* In 2006, the voters of Sonoma County approved an extension of the transaction and use tax and an update to the Expenditure Plan.

C. DISTRICT is organized pursuant to Public Resources Code sections 5500 *et seq.* and is duly authorized to acquire and hold conservation easement interests pursuant to Civil Code section 815.3 and Public Resources Code section 5540. The DISTRICT possesses the ability and intent to enforce the terms of this Easement.

D. On [DATE], DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. [NUMBER], that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan (specifically the Plan's Agricultural Resources, Land Use, and Open Space and Resource Conservation Elements) because it will reduce economic pressure for conversion of agricultural land to non agricultural use; maintain the maximum amount of land in parcel sizes that a farmer would be willing to lease or buy for agricultural purposes; avoid the conversion of agricultural lands to residential or nonagricultural commercial uses; encourage the development of adequate housing for farm workers and farm family members; protect lands currently in agricultural production; avoid conversion of lands currently used for agricultural production to non agricultural use, discourage uses in agricultural areas that are not compatible with long term agricultural production; preserve roadside landscapes that have a high visual quality; preserve the unique rural and natural character of Sonoma County; protect and enhance the County's natural habitats and diverse plant and animal communities; maintain connectivity between natural habitat areas; protect and enhance riparian corridors and functions along streams, balancing the need for agricultural production and other land uses with the preservation of riparian vegetation, protection of water resources, flood control, bank stabilization, and other riparian functions and values; and promote and encourage soil conservation and management practices that maintain the productivity of soil resources. By that same resolution, DISTRICT's

Board of Directors determined that its purchase of this Easement is consistent with the voter-approved Expenditure Plan.

E. This Easement, as further defined below, will further the goals, objectives and policies of the DISTRICT's Vital Lands Initiative, a long-range acquisition plan, by protecting: lands that support diverse, sustainable, and productive agriculture; natural lands and aquatic habitats that support sustainable aquatic ecosystems and water resources; and natural lands and terrestrial habitats that support plants, wildlife, and biodiversity.

F. In an agreement of even date titled Agricultural Conservation Covenant, recorded contemporaneously with this Easement, GRANTOR has obligated itself and its successors to engage in ongoing agricultural operations on the Property. It is the intent of GRANTOR and DISTRICT that the Agricultural Conservation Covenant and this Easement will be construed together in order to achieve the purposes of both agreements.

G. Parcel B of the Property contains certain agricultural buildings, including agricultural worker housing, located within an area with significant scenic and agricultural resources. The buildings are located alongside Valley Ford Road, which is designated by Sonoma County as a scenic corridor, and the buildings are sited within scenic setbacks established to preserve views of the surrounding countryside. This area is also comprised of important agricultural soils, which are considered prime if irrigated and designated by the California Farmland Mapping and Monitoring Program as soils of local importance. To support the Property's agricultural and scenic values, this Easement specifically permits these structures to be repaired and maintained in their current location for the balance of their useful life, but also requires them to be removed and the site remediated once these structures are no longer serviceable for agricultural use.

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, GRANTOR and DISTRICT agree as follows:

EASEMENT

PART ONE: GRANT OF 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 through 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts a conservation easement over the Property in perpetuity under the terms and conditions set forth herein (the “Easement”). GRANTOR hereby irrevocably assigns to DISTRICT all development rights associated with the Property, except as specifically provided by this Easement.

2. Conservation Values. The Property is a cow dairy and open grazing lands along Americano Creek (also known as Estero Creek) near Valley Ford, California. Critical resources on the Property (collectively the “Conservation Values”) are as follows:

2.1 Agricultural Resources. The Property possesses important agricultural resources including, but not limited to, good agricultural soils, water – including registered appropriative water rights and two (2) wells, rolling to moderate topography, and a good climate suitable for supporting a variety of agricultural operations. The USDA National Cooperative Soil Survey classifies approximately 23 percent of the Property as prime soils and a further approximately 24 percent as soils of statewide importance. The Property is in an area dominated by agricultural use, with extensive agricultural infrastructure and within a short drive of commercial centers and agricultural support services. It is one of the larger agricultural land holdings in this part of the county and is large enough to support multiple agricultural operations.

2.2 Natural Resources. The natural resource values on the Property include, but are not limited to, oak woodlands, grasslands, a stock pond that provides roosting, nesting, foraging and wildlife movement opportunities for a variety of species adapted to working lands; perennial and intermittent creeks and headwater drainages which provide habitat for wildlife and vegetation that can filter runoff to provide clean water to Americano Creek, which flows into the Estero Americano, and to the headwaters of Stemple Creek, which flows into the Estero de San Antonio; and approximately 309 acres is within a Major Natural Recharge Area identified on the Permit Sonoma Groundwater Availability Map. Clean, cool water flowing into these watersheds support vitally important and rare habitat for fish, crustaceans, and other wildlife at a variety of life stages. Approximately one-third of the Property is considered “essential” to regional conservation goals documented by the Conservation Lands Network, which has identified most of the Property as part of a regional critical habitat linkage. The Property possesses potential habitat for a variety of rare and protected species including Sonoma alopecurus (*Alopecurus aequalis* var. *sonomensis*), Santa Cruz clover (*Trifolium buckwestiorum*), western pond turtle (*Actinemys marmorata*), and Sebastopol meadowfoam (*Limnanthes vinculans*). Additionally, approximately 104 acres of the Property has been designated by the U.S. Government as critical habitat for federally listed endangered California Tiger Salamander

(*Ambystoma californiense*). (See 70 Fed. Reg., 54346 (August 31, 2011) as amended 79 Fed. Reg. 32677 (June 6, 2014), and 50 CFR Part 17.) This Easement protects the Property's natural resource values as described above and as they may change over time due to causes such as ecological succession, habitat shift, movement of streams, wetlands, and springs, or the impacts of climate change.

2.3 Scenic Resources. The scenic resources values on the Property include, but are not limited to, bucolic rural views of its hills and pastures from Valley Ford and Roblar roads – each gateways to Sonoma County beaches from Petaluma and Rohnert Park and the Highway 101 corridor. These roads are highly travelled by locals and tourists alike, and both roads have been identified by Sonoma County for Type II bike lanes. Valley Ford Road is a County-designated scenic corridor.

3. Conservation Purpose. The purpose of this Easement (“Conservation Purpose”) is to preserve and protect forever the Conservation Values, and to prohibit and prevent any uses and activities of the Property that will materially impair or interfere with the Conservation Values. In the event that an activity or use that requires the DISTRICT's approval is consistent with one or more of the Conservation Values but substantially conflicts with the preservation and protection of one or more of the other Conservation Values, the Parties shall attempt to reconcile such conflict and balance preservation and protection of Conservation Values, taking into consideration any material changes to the physical condition of the Property, climate change and associated impacts, zoning and public policy, and surrounding land uses. If such conflict is both substantial and irreconcilable, the DISTRICT shall consider the approval and the relative impacts to the affected Conservation Values, with particular weight given to preservation and protection of agricultural resources, natural resources, and scenic resources.

PART TWO: RIGHTS OF DISTRICT

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

4.1 Protecting Conservation Values. To preserve, protect, and document the Conservation Values of the Property in perpetuity.

4.2 Property Inspections. To enter upon the Property to carry out DISTRICT's obligations and exercise its rights under this Easement, including monitoring and enforcement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of the entry, but shall not necessarily be limited to a single physical entry or a single twenty-four hour period. The rights of entry provided by this Section 4.2 shall extend to DISTRICT's officers,

staff, consultants, and volunteers. DISTRICT has the right to enter the Property unaccompanied by GRANTOR if GRANTOR declines or is unable to join DISTRICT or its agents.

4.2.1 Monitoring Visits. To enter upon the Property at least once per calendar year to inspect, document, and study the Property (“Monitoring Visit”) to (i) identify the current activities on and uses and condition of the Property; and (ii) monitor the activities and uses on the Property to determine whether they are consistent with this Easement. DISTRICT shall conduct Monitoring Visits at reasonable times and upon one week’s prior notice to GRANTOR. DISTRICT may give notice to GRANTOR of a Monitoring Visit via electronic mail (“email”) or telephone. Monitoring Visits shall be made in a manner that will not unreasonably interfere with GRANTOR’s use and quiet enjoyment of the Property.

4.2.2 Enforcement Visits. In addition, if DISTRICT determines that entry upon the Property is necessary to investigate, prevent, terminate, document, monitor, or mitigate a potential or actual violation of this Easement, DISTRICT has the right to enter upon the Property at any time and without notice to GRANTOR (“Enforcement Visit”). DISTRICT will attempt but is not required to give at least twenty-four (24) hours’ notice of Enforcement Visits via electronic mail (“email”) or telephone. Enforcement Visits may occur as frequently as is necessary to investigate and resolve potential or actual violations of this Easement.

4.3 Enforcement. To enforce the rights granted in this Easement; 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. To review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 (GRANTOR’s Restricted Rights) and Section 6 (Notice and Approval Procedures).

4.5 Signage. To erect and maintain one (1) sign or other appropriate marker on both Parcel A and Parcel B (for a total of two (2) signs) in locations acceptable to GRANTOR and visible from a public road, bearing information indicating that each Parcel is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The DISTRICT shall determine the wording and design of the signs or markers with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor include artificial illumination. DISTRICT shall be responsible for the cost of erecting and maintaining such signs or markers.

4.6 Access. To use any recorded, prescriptive, equitable, or other easement that grants lawful access to the Property now or in the future and for any purpose consistent with this Easement. To allow monitoring and enforcement by DISTRICT, GRANTOR hereby irrevocably assigns to DISTRICT the non-exclusive right to use any and all access easements and rights-of-way, whether recorded or not, over the Property or the property of others that individually or together provide GRANTOR with legal, physical, or other access to the Property. GRANTOR further agrees to execute any additional documents necessary to evidence this assignment.

4.7 Additional Rights. To exercise such additional rights as may be reasonably necessary to effectuate the Conservation Purpose of this Easement.

PART THREE: RESTRICTIONS ON DEVELOPMENT, USE, AND ACTIVITIES

5. GRANTOR's Restricted Rights. GRANTOR 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. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific duties with respect to the preservation of the Property's Conservation Values; (ii) establishes allowed activities and uses; (iii) establishes restricted or prohibited activities and uses; and (iv) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.7 (Uses/Activities Not Expressly Addressed).

5.1 General Requirements for All Uses.

5.1.1 Compliance with Governmental Regulations. All activities and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

5.1.2 Compliance with Terms, Conditions and Conservation Purpose of this Easement. All activities and uses on the Property shall be undertaken in a manner consistent with the terms, conditions and Conservation Purpose of this Easement.

5.1.3 Protection of Conservation Values. All activities and uses on the Property shall be undertaken in a manner that protects and preserves the Conservation Values.

5.1.4 Protection of Soil and Water. No activity or use on the Property shall be undertaken in a manner that results in significant soil degradation or pollution, or significant degradation or pollution of any surface or subsurface waters.

5.1.5 Duty to Prevent Waste, Nuisance, and Trespass. Without limiting the generality of the foregoing, GRANTOR shall maintain the Property in a condition consistent with the Conservation Purpose of this Easement, which obligation shall include the undertaking of reasonable and necessary steps to prevent harm to the Conservation Values of the Property due to foreseeable acts or omissions of third parties.

5.1.6 Notice and Approval Procedures. Whenever this Section 5 requires prior notice to or approval by DISTRICT, such notice shall be given or approval shall be obtained in accordance with Section 6 (Notice and Approval Procedures) of this Easement.

5.1.7 Management Plan. Whenever this Section 5 conditions any development, activity, or use on an approved plan, such as a management plan, vegetation management plan, riparian restoration and enhancement plan, or resource-specific plan (a "Plan"), such development, activity, or use shall be carried out consistent with the Plan and pursuant to Section 6.8 (Plans).

5.1.8 Easement Designation Areas. This Easement identifies and designates geographically specific areas of the Property within which different terms are applicable than on the remainder of the Property (the "Easement Designation Areas"). Within the Easement Designation Areas, otherwise prohibited development, uses, and activities may be permitted, or otherwise permitted development, uses, and activities may be prohibited, as described further in Sections 5.3 through 5.5 of this Easement. The general locations of the Easement Designation Areas are depicted on the Project Structure Map attached as **Exhibit B**, which is incorporated by this reference. The Easement Designation Areas are described in greater detail in **Exhibit C** (Legal Description of Easement Designation Areas), attached and incorporated by this reference. In the event that a conflict is found between the written descriptions of the Easement Designation Areas in this Easement and the Project Structure Map, the written description in **Exhibit C** shall prevail. If there is a dispute regarding the location of Easement Designation Area boundaries on the ground, either party may obtain a survey of the area at issue at its own cost. The Easement Designation Areas are as follows:

a) Building Envelope 1. This Easement calls for the designation of certain "Building Envelopes" to concentrate higher-intensity development, uses, and activities. The parties have designated one (1) Building Envelope on Parcel A comprising approximately thirty-nine and six tenths (39.6) acres ("Building Envelope 1").

b) New Building Envelope(s). GRANTOR may request DISTRICT approval of up to two (2) new Building Envelopes on Parcel B (the "New Building Envelope(s)") to concentrate higher-intensity development, uses, and activities.

i. Conditions for New Building Envelope(s). New Building Envelope(s) must satisfy the following conditions: (i) the total combined area comprising the New Building Envelope(s) must be no larger than ten (10) acres; (ii) the New Building Envelope(s) must be sited near to existing roads and utilities; (iii) no part of the Building Envelope can encroach into any Natural Area; and (iv) the New Building Envelope(s) must be sited to minimize impacts to the Conservation Values.

ii. New Building Envelope Designation Request Requirements. GRANTOR's request for approval must, at minimum, include a site plan, GPS measurement, or equivalent description and depiction of the proposed New Building Envelope(s) that provides empirical, replicable data on its location.

iii. Public Record of Building Envelope(s). As a condition of the effectiveness of any DISTRICT approval of a New Building Envelope, GRANTOR shall hire a licensed surveyor to survey the approved New Building Envelope boundary and mark it with clearly visible and durable markers such as fence posts. GRANTOR shall provide a copy of the survey to DISTRICT within forty-five (45) days of receipt of approval of a New Building Envelope. DISTRICT shall record a copy of the survey showing the approved boundaries of the New Building Envelope(s) along with a reference to this Easement in the Sonoma County Office of Records.

All subsequent references in this Easement to a Building Envelope are references to Building Envelope 1 and the New Building Envelope(s), once approved.

c) Natural Areas. There are nine (9) "Natural Areas" designated on the Property, with three (3) on Parcel A and six (6) on Parcel B, all of which support the protection of riparian vegetation, movement of wildlife, stabilization of stream banks, and prevention of sedimentation of watercourses. The parties expressly acknowledge that the locations and boundaries of the Natural Areas may change over time with the movement of streambanks due to flooding, erosion, accretion, reliction, avulsion, and other natural events. The Natural Areas are as follows:

i. *Natural Area 1.* "Natural Area 1" consists of a major tributary to Americano Creek (also known as Estero Creek) on Parcel A, including its channel and banks, and a buffer on both sides of the creek, as described in more detail in **Exhibit C**.

ii. *Natural Areas 2 and 3.* Natural Areas 2 and 3 consist of drainages on Parcel A, including the channels, banks, and buffers extending outward fifty (50) feet from top of bank on both sides of the drainages, but

excluding the stock pond and an area fifteen (15) feet in width outward from the high-water mark of the stock pond.

iii. *Natural Areas 4 - 9.* Natural Areas 4 through 9 consist of stream branches and drainages on Parcel B, including their channels, banks, and a buffer extending outward fifty (50) feet from top of bank on both sides of the drainages, but excluding any springs and associated livestock watering tanks and troughs.

5.2 Subdivision and Lot Line Adjustments.

5.2.1 Subdivision Prohibited. This Easement prohibits the legal or de facto division, subdivision, or partition of the Property, except as expressly provided in this Section 5.2, for any purpose, including, but not limited to, any such subdivisions or establishment of separate legal parcels by certificates of compliance or “separate for assessment purposes” designations. The Property consists of two (2) legal parcels as of the Effective Date. Except as Parcel A and Parcel B may be separately owned in accordance with this Section, partition by division of the Property between owners or tenants in common shall be considered a subdivision and is prohibited under this Easement. Except as Parcel A and Parcel B may be separately owned in accordance with this Section, mortgaging or recording a deed of trust on less than the entire Property is prohibited.

a) It is the intent of this Easement to accomplish a de facto merger of all parcels comprising Parcel A into a single legal parcel and all parcels comprising Parcel B into a single legal parcel, whether such parcels are known or unknown to the parties at the time of the recordation of this Easement, so that the entirety of the Property may be owned and operated as no more than two separate legal parcels.

b) Except as Parcel A and Parcel B may be separately owned and operated, GRANTOR shall not further subdivide the Property or any of its constituent parcels, whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR 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 prior patent or deed conveyances, subdivisions, or surveys. GRANTOR may separately convey Parcel A and Parcel B, but each parcel shall remain subject to the terms of this Easement.

5.2.2 Historic Parcels. GRANTOR acknowledges that one or more additional historic parcels may exist on the Property, previously created by patent or deed conveyances, subdivisions, lot line adjustments, surveys, recorded or unrecorded maps, or other documents. GRANTOR waives all claim or right to recognition of such historic parcels, whether through certificate of compliance under the Subdivision Map Act or otherwise.

5.2.3 Exceptions to Prohibition Against Subdivision. This prohibition against division of the Property shall not apply to:

a) Conveyance to Government or Qualified Non-Profit Entity. With prior written approval from DISTRICT, GRANTOR may voluntarily convey a portion of the Property to a government or qualified non-profit entity exclusively for conservation or public access purposes.

b) Leases. GRANTOR may lease a portion(s) of the Property for uses described in this Section 5 and subject to all terms of this Easement.

c) Lot Line Adjustments – External Boundaries. Lot line adjustments involving adjacent property not subject to this Easement are permitted only if necessary to settle boundary disputes with adjacent property owners and only with prior approval from DISTRICT, which approval may be withheld or denied in DISTRICT'S sole discretion. GRANTOR shall take no action towards a lot line adjustment unless and until DISTRICT provides prior approval of the proposed Lot Line Adjustment.

d) Lot line Adjustments – Internal Boundaries. If Valley Ford Road is re-aligned, GRANTOR may, with prior approval from DISTRICT, relocate one or more boundary lines between Parcel A and Parcel B, where the land taken from one parcel is added to the other parcel and does not thereby create a greater number of parcels on the Property than existed as of the Effective Date of this Easement. Both resulting parcels must be each large enough to sustain agricultural operations and shall not result in creation of additional Building Envelopes. In the event of a lot line adjustment pursuant to this subparagraph, the parties agree to amend the legal descriptions of the parcels that are contained in **Exhibit A** to conform with the revised boundaries.

5.3 Land Uses. GRANTOR shall restrict use of the Property to such uses as defined in this Section 5.3. All other uses are prohibited.

5.3.1 Residential Use. Residential uses of the Property are permitted in permitted residential structures.

5.3.2 Agricultural Use. GRANTOR may engage in agricultural uses of the Property as defined below in accordance with sound, generally accepted agricultural and soil conservation practices, provided however that no agricultural use shall be undertaken in a manner that significantly impairs the long-term agricultural productive capacity of the Property or impairs protected species or their habitat within federally designated critical habitat. The critical habitat on the Property designated by the Federal Government as of the Effective Date is provided in the Baseline Report described in Section 9 (Baseline Documentation for Enforcement). Agricultural uses are prohibited within the Natural Areas, except as expressly provided below. In connection with permitted agricultural uses, any application of government-approved agrichemicals, including but not limited to, herbicides, fertilizers, and biocides, must be applied only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes and consistent with government regulations and guidelines.

a) Livestock for the Production of Food and Fiber. GRANTOR may breed, raise, pasture, and graze livestock of every nature and description for the production of food and fiber. Dry-season grazing is permitted within Natural Area 1 and year-round grazing is permitted in all other Natural Areas in accordance with a Riparian Restoration and Enhancement Plan approved pursuant to Section 6.8 (Plans).

b) Bees, Fish, Poultry and Fowl. GRANTOR may breed and raise bees, fish, poultry, and other fowl. Beekeeping is permitted within the Natural Areas pursuant to a Riparian Restoration and Enhancement Plan approved pursuant to Section 6.8 (Plans).

c) Crops. GRANTOR may plant, raise, harvest, and produce agricultural, aquacultural, horticultural, and forestry crops and products of every nature and description. Cultivation and harvest of native crops, such as nettles, dogbane, and berries, is permitted, including within the Natural Areas if pursuant to an Riparian Restoration and Enhancement Plan approved pursuant to Section 6.8 (Plans).

5.3.3 Uses Accessory to Agriculture. The following uses accessory to permitted agricultural uses are allowed outside of the Natural Areas.

a) Sale of Harvested Crops and Products. GRANTOR may store and sell, including direct retail sale to the public, crops and products harvested and produced on the Property.

b) Processing of Crops and Products. GRANTOR may process agricultural crops and products principally harvested and produced on the Property.

c) Composting. GRANTOR may store, process, and sell, including direct retail sale to the public, compost materials generated on the Property in association with the permitted agricultural uses.

d) Farm Stays. GRANTOR may provide “Farm Stays” for agricultural education and ancillary low-intensity recreation on the Property in association with the permitted agricultural uses so long as the Farm Stays do not diminish the agricultural character and long-term agricultural productive capacity of the Property. Overnight accommodations for Farm Stays are permitted only within the Building Envelopes.

5.3.4 Recreational and Educational Use. GRANTOR may use the Property for low-intensity outdoor recreation and education including hiking, nature study, and other such uses similar in nature and intensity. All improvements associated with the low-intensity recreational and educational uses shall be placed or constructed consistent with Section 5.4.7 (Improvements for Recreation and Educational Uses) of this Easement. GRANTOR may engage in hunting and fishing on the Property consistent with Sections 5.5.8 (Native Animal Removal) and 5.5.9 (Non-Native Plants and Animals).

5.3.5 Natural Resource Protection, Preservation, Restoration, and Enhancement. GRANTOR may protect, preserve, restore, and enhance the natural resources of the Property in accordance with sound, generally accepted conservation practices and the provisions of Section 5.5 (Land and Resource Management).

a) Mitigation. With prior written approval from DISTRICT, the Property may be used for mitigation of on- or off-site projects if DISTRICT determines, in its sole discretion, that the following criteria are met: (i) the proposed mitigation enhances the Conservation Values; (ii) the proposed mitigation is consistent with DISTRICT’s enabling legislation; (iii) the proposed mitigation is aligned with DISTRICT’s objectives and goals; and (iv) the proposed mitigation does not present a risk to DISTRICT’s long-term fiscal stability. Furthermore, (i) any additional protections required by regulatory agencies in

association with a mitigation project must be consistent with this Easement; and (ii) the sale of mitigation credits are considered a commercial use and subject to the provisions of Section 5.3.6 (Commercial Use).

5.3.6 Commercial Use. GRANTOR may use the Property for the following commercial uses: (i) agricultural and ancillary agricultural uses as defined in Section 5.3.2 -5.3.3; (ii) home occupation(s) within permitted residential buildings; (iii) leases or rentals for residential, agricultural, and ancillary agricultural uses as defined in Sections 5.3.1 through 5.3.3; (iv) hunting of non-native species as described in Section 5.5.9 (Non-Native Plants and Animals).; and (v) with prior written approval from DISTRICT, other minor ancillary commercial use found to be consistent with Conservation Values of this Easement.

5.4 Structures and Improvements. No structure or improvement shall be maintained, repaired, replaced, constructed, or placed on the Property except as provided in this Section 5.4. All structures and improvements allowed by Sections 5.4.1 through 5.4.6, whether existing as of the Effective Date of this Easement or placed subsequent thereto, shall be located within a Building Envelope, unless otherwise permitted by this Section 5.4. Furthermore, no structure or improvement shall exceed twenty-four (24) feet in height except as otherwise provided herein.

5.4.1 Maintenance, Repair, or Replacement of Structures and Improvements. GRANTOR may maintain, repair, or replace structures and improvements existing as of the Effective Date or constructed subsequently, as follows:

a) If the maintenance, repair, or replacement does not increase the height of the structure or improvement, increase the land surface area it occupies, or change its location or function, no notice to or approval by DISTRICT shall be required, except as otherwise provided in this Subsection 5.4.1(a). Once a New Building Envelope is designated on Parcel B, any structures and improvements on Parcel B located outside of the Building Envelope(s) may be maintained and repaired, but may not be replaced unless the replacement structure is located inside a designated Building Envelope. To ensure protection of the scenic and agricultural values of the Property, any structure or improvement that is no longer serviceable for agriculture-related purposes and that is located outside of the Building Envelope(s) on Parcel B shall be removed upon DISTRICT request, and the area restored to native vegetation or agricultural use.

b) Any maintenance, repair, or replacement that increases the height of the structure or improvement, increases the land surface area it occupies, or

changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 through 5.4.12

5.4.2 Primary Residence. No more than two (2) primary residences are permitted on the Property – one (1) on Parcel A and one (1) on Parcel B. With prior written notice to DISTRICT, GRANTOR may place or construct new primary residences, provided that no residence exceeds twenty-four (24) feet in height and three thousand (3,000) square feet in size, exclusive of garage. All garages, whether attached or detached, shall be subject to Section 5.4.3. At such time a new primary residence is constructed, GRANTOR shall remove the existing primary residence or redesignate and maintain it as an accessory structure or agricultural worker housing in accordance with Sections 5.4.3 (Structures and Improvements Accessory to Residential Use) or 5.4.4 (Residential Agricultural Structures), as applicable, so that after construction of new primary residence, no more than one (1) primary residence is located on Parcel A and on Parcel B, respectively.

5.4.3 Structures and Improvements Accessory to Residential Use. With prior written notice to DISTRICT, GRANTOR may place or construct accessory structures and improvements reasonably related to permitted residential use of the Property including but not limited to a guest house, accessory dwelling unit, garage, shed, swimming pool, artworks, chicken coop, and garden. All structures and improvements accessory to residential use must be placed or constructed within the same Building Envelope as the associated residence. The total cumulative square footage of the structures accessory to residential use shall not exceed eight thousand seven hundred (8,700) square feet on Parcel A and no more than three thousand (3,000) square feet on Parcel B. No single accessory structure shall exceed one-thousand two hundred (1,200) square feet in size.

5.4.4 Residential Agricultural Structures. With prior written notice to DISTRICT, GRANTOR may place or construct agricultural residences (farm worker housing, farm family housing, or similar residences for agricultural workers), provided that no such residence shall be greater than two thousand (2,000) square feet in size, exclusive of garage. All garages, whether attached or detached, shall be subject to Section 5.4.3 (Structures and Improvements Accessory to Residential Use).

5.4.5 Non-residential Agricultural Structures. With prior written notice to DISTRICT, GRANTOR may place or construct non-residential agricultural structures and improvements reasonably necessary for the permitted agricultural use of the Property, such as barns, corrals, and greenhouses. With prior approval from DISTRICT, GRANTOR may place or construct such non-residential agricultural structures and improvements outside of the Building Envelope(s) only if GRANTOR can demonstrate to DISTRICT's

reasonable satisfaction that it would be impractical or infeasible to build such structure or improvement within a Building Envelope, and that such structures and improvements are: (i) reasonably necessary for the permitted agricultural use of the Property; (ii) designed to minimize scenic impacts from Valley Ford Road; (iii) self-sustaining (e.g. do not require outside utilities); (iv) carefully sited to minimize negative impacts to the Conservation Values by avoiding the Natural Areas and negative impacts to special status species and their habitats; and (v) are located no more than five hundred (500) feet from existing ranch roads. No non-residential agricultural structure may be taller than forty (40) feet.

5.4.6 Structures and Improvements Accessory to Natural Resource Protection Use.

a) *Structures Within Building Envelopes.* With prior written notice to DISTRICT, and within a Building Envelope, GRANTOR may place or construct accessory structures and improvements reasonably necessary for natural resource protection on the Property, including, but not limited to, sheds and greenhouses.

b) *Structures on Parcel B Prior to Building Envelope Designation.* With prior approval from DISTRICT, GRANTOR may construct or place structures and improvements accessory to natural resource protection on Parcel B prior to the approval of a New Building Envelope, provided that the New Building Envelope (once designated) includes these structures within its boundaries. The locations of any such structures must be consistent with allowed locations for New Building Envelopes pursuant to Section 5.1.8(b)(1) (Conditions for New Building Envelopes).

c) *Temporary Structures Outside of Building Envelopes.* With prior written approval from DISTRICT, GRANTOR may place or construct temporary accessory structures and improvements outside of designated Building Envelopes, including within the designated Natural Areas, as necessary during, and in connection with, natural resource restoration and enhancement activities.

5.4.7 Improvements for Recreational and Educational Uses. With prior written approval from DISTRICT, GRANTOR may construct or place minor improvements associated with permitted low-intensity outdoor recreational and educational uses, such as a single-track unpaved trail and viewing areas.

5.4.8 Roads. With prior written approval from DISTRICT, GRANTOR may construct new roads and crossings, collectively referred to as “Roads”, and reconstruct or expand existing Roads provided that such Roads (i) are directly required for uses and activities allowed herein; and (ii) are the minimum necessary for such uses and activities.

Roads shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices for Roads as recommended by California Department of Fish and Wildlife or other similar or successor entity. GRANTOR may have one (1) paved Road on each parcel to connect a designated Building Envelope to a public road. Any other Roads constructed subsequent to the Effective Date of this Easement shall not be paved with asphalt, concrete, or other impervious surface unless (a) such paving is required by any federal, state or local law, code, ordinance, or regulation; or (b) the paved surface is co-extensive with a bridge or bridges.. Roads that are abandoned, permanently closed, and/or decommissioned shall be revegetated with native species, stabilized, and ensured of proper drainage or converted to agricultural use.

5.4.9 Fences and Gates. With prior written approval from DISTRICT, GRANTOR may construct and erect new fencing and gates only as necessary for permitted uses of the Property or as necessary in connection with GRANTOR'S duties to prevent foreseeable trespass pursuant to Section 5.1 (General Requirements for All Uses). Notwithstanding the foregoing, no approval is required for placement of temporary fencing. All fencing and gates must (i) preserve the scenic values of the Property; (ii) be the minimum necessary in design and extent; (iii) not impede wildlife movement except within the Building Envelope and in cases where necessary to protect the allowed agricultural and natural resource management, restoration and enhancement uses described in this Easement; and (iv) comply with DISTRICT's then current guidelines for fences on conservation lands. Notwithstanding the provisions of Section 5.4.1 (Maintenance, Repair, or Replacement of Structures and Improvements), whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this Section 5.4.9. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.9, GRANTOR shall remove such fencing or gate from the Property.

5.4.10 Utilities and Energy Resources. With prior written approval from DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including electric power, septic or sewer, communication infrastructure, and water storage and delivery systems, within the Building Envelopes designated in Section 5.1.8 (Easement Designation Areas), provided that such utilities are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses. With prior written approval from DISTRICT, GRANTOR may expand existing or develop or construct new utility lines and poles and water storage and conveyances outside the designated Building Envelopes provided such facilities are designed, constructed, and maintained in a manner that

minimizes impacts to the Conservation Values. Electric power and communication utilities may serve off-site use only if associated improvements are located on a permitted structure and do not cause such structure to exceed size and height limitations.

5.4.11 Public Safety Systems. With prior written approval from DISTRICT, GRANTOR may 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, which are subject to the provisions of Section 5.4.10 (Utilities and Energy Resources).

5.4.12 Signs. GRANTOR may construct or place signs as set forth in this Section 5.4.12. No sign shall be artificially illuminated.

a) Without prior written notice to or approval of DISTRICT, GRANTOR may construct or place on each Parcel A and Parcel B, two (2) signs not to exceed thirty-two (32) square feet in size to identify the Property from public roadways and/or to acknowledge participation of funding agencies for permitted uses on the Property.

b) Without prior written notice to or approval from DISTRICT, GRANTOR may construct or place signs no more than six (6) square feet in size to (i) mark the boundary of the Property; and (ii) provide directional, interpretive and educational information, provided that the size and number of such 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 a significant visual impact.

c) Without prior written notice to or approval from DISTRICT, GRANTOR may construct or place signs advocating candidates or issues that will be presented to voters in a public election are allowed, provided that such signs do not exceed then existing state and local regulations for political signs, and that such signs are removed within ten (10) days after the date of election.

d) With prior written approval from DISTRICT, GRANTOR may construct or place additional signs necessary or appropriate for allowed uses, provided that any such additional signs are sited and constructed in a manner that does not create a significant visual impact.

5.5 Land and Resource Management. All land and resource management activities must be designed and implemented in accordance with sound, generally accepted conservation practices.

5.5.1 Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat, or sod, except as reasonably necessary in connection with the uses, structures and/or improvements allowed under Section 5 of this Easement. In connection with allowed uses, structures, and/or improvements, movement of over fifty (50) cubic yards of material in any calendar year is subject to prior DISTRICT approval. The foregoing limitation shall apply to Parcel A and Parcel B individually.

5.5.2 Water Resources. Draining, filling, dredging, diking, damming, or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds, and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development, and expansion of water storage and delivery systems allowed under Section 5.4.10 (Utilities and Energy Resources); (ii) reconstruction, expansion, and new construction of roads or trails allowed under Sections 5.4.8 and 5.4.7, respectively; and (iii) the restoration and enhancement of natural resources allowed under Section 5.5.5 (Management, Restoration and Enhancement). Maintenance of dams, ponds, spring-box wells, and crossings shall be carried out in a manner that minimizes impacts to natural resources.

5.5.3 Mineral Exploration. Exploration for, or development and extraction of, geothermal resources, minerals, and hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

5.5.4 Vegetation and Fuel Management. GRANTOR may undertake vegetation and fuel management activities to reduce wildfire risk as provided in this Section. All vegetation and fuel management activities shall be designed and implemented to minimize harm to native wildlife, plant communities, and non-target plants. If vegetation and fuel management activities are to take place during nesting season, GRANTOR shall ensure that nesting surveys are conducted in coordination with a qualified biologist and shall modify activities based on survey results to prevent harm to identified nests.

a) Within one hundred (100) feet of structures, except for Public Safety Systems installed pursuant to Section 5.4.11 (*Public Safety Systems*), and without need for notice to or approval from DISTRICT, GRANTOR may undertake brush removal, mowing, grazing, tree trimming, targeted tree removal, and other vegetation management methods of similar nature and intensity.

b) Farther than one hundred (100) feet from structures, or in relation to Public Safety Systems installed pursuant to Section 5.4.11 (*Public Safety Systems*), GRANTOR may undertake vegetation management pursuant to a Vegetation Management Plan (defined below) approved in advance by DISTRICT. A “Vegetation Management Plan” is a document designed to guide GRANTOR’s conduct of vegetation management pursuant to this Section and may describe either an individual vegetation management project or a more comprehensive plan covering multiple projects. Any Vegetation Management Plan must incorporate the best available science and must identify the following: (i) the purpose of proposed work, (ii) the location of the treatment area(s), (iii) a timeline for completion, (iv) the “before” condition of the treatment area(s), (v) management objectives, (vi) treatment methods including any new infrastructure, (vii) post-treatment maintenance, and (viii) best management practices, such as soil protection, appropriate tree spacing, special-status species protection, invasive species management, and snag retention. Any Vegetation Management Plan must be consistent with any then-current DISTRICT wildfire management policy and the terms of this Easement. Any Vegetation Management Plan may include the following treatment methods:

i. Limited brush removal and mowing, or other methods of similar nature and intensity;

ii. Limited grazing undertaken in accordance with sound, generally accepted conservation practices;

iii. Limited tree trimming and limited tree removal within a fuel break area or calming zone (as designated in the approved Vegetation Management Plan), and, if recommended by a fire protection agency having jurisdiction, vegetation removal within a fire break (as designated in the approved Vegetation Management Plan); and

iv. Prescriptive or cultural burning consistent with the standards and requirements of the local fire protection agency having jurisdiction.

c) Following any such vegetation management, GRANTOR shall promptly provide to DISTRICT a record of the “after” condition of the treatment areas, such as photographs and descriptions of the results of treatment.

5.5.5 Management, Restoration, and Enhancement. With prior written approval from DISTRICT, GRANTOR may undertake natural resource preservation, restoration, and enhancement activities, including, but not limited to, bank and soil stabilization, and practices to enhance water quality, native plant and wildlife habitat and connectivity, and to promote biodiversity.

5.5.6 Native Tree Removal. Harvesting, cutting, trimming, transplanting, or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of fire management, in accordance with Section 5.5.4 (Vegetation and Fuel Management); (iv) for natural resource management as set forth in Section 5.5.5 (Management, Restoration, and Enhancement); and (v) for cultural resource protection and use in accordance with Section 5.5.10 (Cultural Resource Protection and Use) of this Easement. Native trees removed pursuant to this Section 5.5.6 may be used for personal firewood.

5.5.7 Native Vegetation Removal. Removal or destruction of any native non-tree vegetation is prohibited, except as reasonably necessary (i) for permitted agricultural uses; (ii) within footprint of permitted structures and improvements; (iii) to control insects and disease; (iv) to prevent personal injury and property damage; (v) for the purpose of fire management, in accordance with Section 5.5.4 (Vegetation and Fuel Management); (vi) for natural resource management, as set forth in Section 5.5.5 (Management, Restoration and Enhancement) and (v) for cultural resource protection and use in accordance with Section 5.5.10 (Cultural Resource Protection and Use) of this Easement.

5.5.8 Native Animal Removal. Killing, hunting, trapping, injuring, or removing native animals is prohibited except (i) under imminent threat to livestock or human life or safety; (ii) when reasonably necessary to control problem animals affecting agricultural crops; (iii) personal non-commercial hunting; (v) for cultural resource protection and use in accordance with Section 5.5.10 (Cultural Resource Protection and Use); and (v) as reasonably necessary for natural resource preservation, restoration, and enhancement activities in accordance with Section 5.5.5 (Management, Restoration, and Enhancement), using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction.

5.5.9 Non-Native Plants and Animals.

a) Removal. GRANTOR may remove or control non-native plant and animal species including commercial hunting, provided that techniques used minimize harm to native wildlife and plants and are in accordance with sound, generally-accepted conservation practices.

b) Introduction. GRANTOR shall not establish or plant non-native plant and animal species except for permitted agricultural uses or within designated Building Envelope.

5.5.10 Cultural Resource Protection and Use. GRANTOR may engage in activities to preserve and protect the cultural resources of the Property in accordance with sound, generally accepted conservation practices. GRANTOR may also, to the extent consistent with the terms of this Easement, allow use of the Property for tribal stewardship and cultural activities, including but not limited to tending, gathering, harvesting, and foraging of resources of cultural significance in coordination with the culturally affiliated tribe(s) to this area.

5.5.11 Off-road Motorized Vehicle Use. Use of motorized vehicles off roadways is prohibited, except for the minimum necessary in connection with permitted agriculture, construction, maintenance, emergency access, and property management activities.

5.5.12 Dumping. Dumping, releasing, burning, or other disposal of wastes, refuse, debris, non-operative motorized vehicles, or hazardous substances is prohibited except that agricultural products and by-products generated on the Property may be disposed on site, consistent with sound generally accepted agricultural practices. GRANTOR shall remove garbage or materials dumped on the Property by third parties.

5.5.13 Outdoor Storage. Outdoor storage shall be prohibited except as provided in this Section.

a) Storage of Materials Related to Allowed Uses. GRANTOR may store vehicles, building materials, machinery or agricultural supplies and products reasonably necessary for permitted uses outdoors so long as such storage is: (i) within a designated Building Envelope, (ii) consistent with sound generally accepted agricultural practices, and (iii) provided such storage shall be located so as to minimize visual impacts. On Parcel B, GRANTOR may store such materials outdoors prior to the designation of a Building Envelope provided that all other criteria above are satisfied. For purposes of this Section 5.5.13, parking farm

equipment and vehicles outside of a designated Building Envelope for fourteen (14) days or less is not storage.

b) Storage of Construction Materials. GRANTOR may store construction and other work materials outdoors needed during construction of permitted structures and improvements on the Property while work is in progress and for a period not to exceed thirty (30) days after completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of one hundred eighty (180) days.

5.6 Public Access Limitations. Nothing contained in this Easement shall be construed as granting, permitting or affording the public access to any portion of the Property or as limiting or precluding GRANTOR's right to exclude the public from the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties across the Property, provided that such access is allowed in a reasonable manner and is consistent with the Conservation Purpose of this Easement and so long as such access is undertaken subject to the terms and conditions of this Easement.

5.7 Easements. GRANTOR may not grant new temporary or permanent easements, nor modify or amend existing easements, on the Property without prior written approval from DISTRICT. It is the duty of GRANTOR to prevent use of the Property by third parties that may result in the creation of prescriptive rights. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

PART FOUR: PROCEDURES AND REMEDIES

6. Notice and Approval Procedures. Some activities and uses addressed by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses addressed by this Easement require the prior written approval of DISTRICT. Such an approval reflects the DISTRICT's determination that the activity or use complies with the terms and restrictions established in this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use is prohibited on the Property. GRANTOR shall use the procedures set forth below, including the information required by Section 6.3, to provide notice to DISTRICT or to obtain DISTRICT's approval unless a use or activity is expressly addressed in and governed by an approved Management Plan.

6.1 Uses/Activities Requiring Notice to DISTRICT. For any activity or use that requires prior notice to DISTRICT, GRANTOR shall deliver such notice to DISTRICT in writing at least forty-five (45) days prior to the commencement of such activity or use. That forty-five (45)-day time period provides DISTRICT an opportunity to evaluate whether the proposed activity or use is consistent with the terms, conditions, and Conservation Purpose of this Easement before the activity or use is begun.

6.2 Uses/Activities Requiring Prior Approval from DISTRICT. For any activity or use that requires prior approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") in writing at least forty-five (45) days prior to the intended commencement of such activity or use. DISTRICT shall have forty-five (45) days from the receipt of a complete request for approval to review the request and to approve, conditionally approve, disapprove, or notify GRANTOR of any objection thereto. In order to consider GRANTOR's request complete, DISTRICT may require that GRANTOR submit additional information and/or a Plan for such proposed activity or use. Disapproval or objection, if any, shall be based on DISTRICT's determination that the proposed activity or use is inconsistent with the terms, conditions, or Conservation Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. If, in DISTRICT's judgment, the proposed activity or use would not be consistent with the terms, conditions, or Conservation Purpose of this Easement or the request is incomplete or contains material inaccuracies, DISTRICT's notice to GRANTOR shall inform GRANTOR of the reasons for DISTRICT's disapproval or objection. Only upon DISTRICT's express written approval may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

6.3 Information Required. All notices and requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of GRANTOR's request with the terms, conditions, and Conservation Purpose of this Easement. DISTRICT may request GRANTOR provide such additional or supplemental information, including expert opinions at GRANTOR's expense, as it deems necessary to evaluate any notice or request for approval. Forms for notices and requests for approval shall be available at DISTRICT's offices.

6.4 DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action.

6.5 DISTRICT’S Determination. DISTRICT may determine that a proposed use is consistent with this Easement in its sole discretion. It may consider compliance with this Easement, the manner in which the proposed use is to be carried out, and the potential for the proposed use and the manner in which it is to be carried out to preserve, enhance, or affect one or more Conservation Values. DISTRICT may impose conditions on the use in order to ensure that the use is consistent with the Purpose of this Easement. No determination by DISTRICT shall establish precedent for or commitment to the outcome of future decisions. DISTRICT shall consider every notice and request for approval on its own and without following or establishing precedent.

6.6 Approvals Must Be in Writing. All approvals must be made in writing to have any effect. GRANTOR understands that any oral approval or oral representation regarding such an approval made by DISTRICT, its officers, employees, or agents does not meet the requirements of this Section, does not bind or commit DISTRICT, and may not be relied on by GRANTOR. To that end GRANTOR agrees that it will not assert or allege that DISTRICT, its officers, employees, or agents provided—or that GRANTOR understood that DISTRICT, its officers, employees, or agents provided—any oral approval or that DISTRICT is in any way estopped or has made an election or has waived any provision of this Easement based on any allegation of an oral approval or understanding of an oral approval.

6.7 Uses/Activities Not Expressly Addressed. In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly permitted nor expressly prohibited in Section 5, GRANTOR shall seek DISTRICT’s prior written approval of such activity or use in accordance with the procedure set forth in this Section 6.7. Any activity or use not expressly permitted in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 10 (*Remedies for Breach*).

6.8 Plans. Any Management Plan, Vegetation Management Plan, Riparian Restoration and Enhancement Plan, or other plan required by this Easement, along with updates and amendments (collectively for purposes of this Section, “Plan”), requires review and approval by DISTRICT in accordance with this Section 6.8 and shall be consistent with the terms and conditions of this Easement. The Plan shall have no effect and shall not govern activity on the Property until it has been approved by DISTRICT. DISTRICT may require periodic updates to any Plan as a condition of approval.

6.8.1 Riparian Restoration and Enhancement Plan. GRANTOR has developed and DISTRICT has approved a Riparian Restoration and Enhancement Plan (“Riparian Plan”) for the Property as of the Effective Date of this Easement. The purpose of the Riparian Plan is to describe how GRANTOR will manage the Natural Areas of the Property for the protection, restoration, and enhancement of the ecological function, water

quality, and wildlife habitat function of those areas. If at any time in the future GRANTOR or DISTRICT determines that the Riparian Plan is not adequately fulfilling its purpose, GRANTOR shall update, amend, or replace the Riparian Plan. GRANTOR may, at any time, update, amend, or replace the Riparian Plan to change GRANTOR's preferred methods for achieving the plan's purpose, provided GRANTOR obtains prior approval from DISTRICT pursuant to this Section 6.8. No update, amendment, or replacement Riparian Plan shall be put into use until it has been approved by DISTRICT. DISTRICT will only approve said update, amendment, or replacement Riparian Plan if it satisfies the following criteria:

- a) It is developed and signed by a qualified professional, such as a certified/associate rangeland manager, certified Conservation Planner, or biologist.
- b) It is designed to assure that uses and development in the Natural Areas, including grazing, are conducted in a manner that is reasonably likely to support and achieve the purpose of the plan.
- c) It describes its objectives, anticipated outcomes, timelines for any required activities, uses and activities, vegetation and soil conditions, locations of treatment or use, erosion control and soil stabilization activities, and measures to be taken to minimize or avoid impacts to the natural resources from agricultural uses. Any associated infrastructure, surface alteration, vegetation removal, plantings, and grazing plans or rotation schedules, as applicable, should also be included.
- d) It describes best management practices for use and management of the Natural Areas.

6.8.2 Approval as Condition. GRANTOR shall not commence any activity or use for which this Easement requires a Plan, unless and until DISTRICT approves the Plan that describes and governs the activity or use, including any associated structures and improvements. The review procedures of Section 6 (*Notice and Approval Procedures*) shall apply except that DISTRICT shall have sixty (60) days to review a proposed Plan.

6.8.3 Plan Content. Any Plan shall be sufficiently specific to enable DISTRICT to make a reasonable determination regarding whether the Plan is consistent with the terms and Conservation Purpose of this Easement. Any Plan shall identify best management practices to assure that management activities and associated development and uses are

conducted in a manner that is beneficial to the Conservation Values of the Property and consistent with this Easement.

6.8.4 Effect of Plan Approval. Once a Plan is approved by DISTRICT, all uses and development covered by the Plan shall be implemented in a manner consistent with it. DISTRICT's approval of a Plan shall establish that all uses and development described therein are consistent with the terms, conditions, and Conservation Purpose of this Easement and thus permitted on the Property without further notice to or approval by DISTRICT as long as the Plan remains in effect, unless stated otherwise in the Plan. All such uses and activities shall at all times remain subject to the substantive limitations of Section 5. Any revisions to a Plan are subject to District approval.

6.8.5 Revisions. DISTRICT may require GRANTOR to revise or update the Plan, at GRANTOR's expense, to address changed conditions on the Property. In the event of such a request by DISTRICT, GRANTOR shall submit proposed revisions to the Plan to DISTRICT within one hundred twenty (120) days of DISTRICT's request. Such revisions will be subject to the review and approval procedures set forth in this Section 6.

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTOR retains and agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state, and federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance covering acts on the Property. Except as specifically set forth in Section 8 (GRANTOR's Indemnity) below, DISTRICT shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8 (GRANTOR's Indemnity), GRANTOR hereby agrees 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 No DISTRICT Obligation or Liability. 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 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, on or associated with the Property;

d) Any control over GRANTOR’s ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

7.2.2 Warranty of Compliance. GRANTOR represents, warrants, and covenants to DISTRICT that GRANTOR’s use of the Property shall comply with all environmental laws, as defined below.

If at any time after the Effective Date of this Easement there occurs a release, discharge, or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, GRANTOR agrees to take all steps that are required of GRANTOR under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

7.2.3 Definitions. 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 date of this Easement.

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

8. GRANTOR’s Indemnity. GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, invitees, 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 gross negligence or intentional misconduct of DISTRICT; (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).

9. Baseline Documentation for Enforcement. The specific characteristics, use, and state of improvement of the Property are further documented in an inventory of relevant features of the Property dated [REDACTED] that is on file at the offices of DISTRICT and incorporated by this reference (the “Baseline Report”), which consists of reports, maps, photographs, and other documentation. The Parties agree and acknowledge that the Baseline Report provides an accurate representation of the Property at the time this Easement is recorded and that it is intended to provide an objective, though nonexclusive, baseline for monitoring compliance with the terms of this Easement. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR.

10. Remedies for Breach.

10.1 DISTRICT’s Remedies. In the event of a violation or threatened violation by GRANTOR of any term, condition, or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin, recover damages for such violation, and/or require the restoration of the Property to the condition that existed prior to such violation.

10.1.1 DISTRICT’s notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by 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 provided in accordance with Section 13 (Notices).

10.1.2 If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (i) may pursue any and all remedies available under law without waiting for the cure period to expire; (ii) shall have the right, without notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken; and (iii) shall have the right to record a notice of violation in the Office of the Sonoma County Recorder.

10.1.3 DISTRICT's rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement.

10.1.4 GRANTOR agrees that DISTRICT's remedies at law for any violation of the terms of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory, and including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DISTRICT may further recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement (including but not limited to damages for the loss of scenic, recreational, or environmental values), and to require the restoration (or damages for the cost of restoration) of the Property to the condition that existed prior to any such injury. To the extent that any financial benefit gained from the violation of this Easement exceeds the amount of damages awarded or the value of other remedies provided, GRANTOR expressly agrees that disgorgement of any such additional benefits or profits is an appropriate remedy that shall apply to such a violation, regardless of whether such benefit exceeds the cost incurred by GRANTEE or quantifiable harm to the Property as a result of the violation.

10.1.5 All reasonable costs incurred by DISTRICT in enforcing this Easement against GRANTOR, shall be borne by GRANTOR; provided, however, that if GRANTOR ultimately prevails in a judicial enforcement action or arbitration proceeding brought by DISTRICT, then DISTRICT shall bear its own costs and pay for GRANTOR's reasonable costs and expenses of suit. Costs are defined for purposes of this Section, and all other references to costs in this Easement, as including all reasonable costs necessitated by GRANTOR's violation of the terms of this Easement or request for approval or amendment. Costs include, without limitation, costs of restoration necessitated by violation of this Easement; costs and expenses of suit; reasonable professional fees of attorneys, consultants, witnesses, surveyors, and accountants; and expenses and compensation for DISTRICT staff time required to respond to a violation or request.

10.2 No Waiver. 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 term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future. GRANTOR hereby waives any defense of laches, waiver, estoppel, or prescription.

10.3 Remedies Nonexclusive. The remedies set forth in this Section 10 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 *et seq.*, or any other applicable local, state, or federal law.

11. Acts Beyond GRANTOR's Control. Except as otherwise provided in Section 5.1.5 (Duty to Prevent Waste, Nuisance, and Trespass) and this Section 11, nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including wildfire, flood, storm, earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement. Notwithstanding the foregoing, GRANTOR shall be liable to DISTRICT for modifications or damage to the Property that impair or damage the Conservation Values of the Property when those modifications or damages result from the acts or omissions of third parties whose use of or presence on the Property is authorized, expressly or implicitly, or requested by GRANTOR. In the event that the Conservation Values of the Property are damaged or impaired as a result of the acts or omissions of third parties, GRANTOR shall diligently pursue all available legal remedies against such parties to ensure restoration of the Property and the Conservation Values. Nothing contained herein limits or precludes GRANTOR's or DISTRICT's rights to pursue any third party for damages to the Property's Conservation Values.

12. Extinguishment and Condemnation.

12.1 Extinguishment. Subject to the requirements and limitations of California Public Resources Code section 5540, or any successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial

proceedings in a court of competent jurisdiction. The amount of the compensation to which DISTRICT shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property after such termination or extinguishment of the Easement, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 12.3 (Property Interest and Fair Market Value). All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County. This Easement shall not be deemed terminated, extinguished, or otherwise affected until DISTRICT has received full payment for its interest.

12.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 12.3 (Property Interest and Fair Market Value). GRANTOR shall not agree to an in-lieu purchase without prior written approval from DISTRICT.

12.3 Property Interest and Fair Market Value. This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 12.3, the Parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR 68.02% and DISTRICT 31.98% (which percentages are derived from the ratio of the price paid for the Easement to the appraised value of the Property before being encumbered by the Easement), or as otherwise agreed upon by them in writing at the time of condemnation. In the apportionment of the proceeds from any eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value attributable to improvements made on the Property after the date of this Easement, provided that such improvements were not made or funded by DISTRICT and further provided that such improvements do not constitute a breach of this Easement.

PART FIVE: MISCELLANEOUS

13. Notices.

13.1 Method of Delivery. Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals, or communications) under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid; private courier; or overnight delivery addressed as follows:

To GRANTOR: Ronald E. Wilson and Kathleen Wilson, as Trustees under the Ronald E. Wilson and Kathleen Wilson Trust Agreement dated March 3, 1993
9420 Valley Ford Rd.
Petaluma, CA 94952

To DISTRICT: General Manager
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 13.1.

13.2 Effective Date of Notice. Notice shall be deemed given for all purposes as follows:

13.2.1 When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 13.1 notice is effective one (1) business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the even the postmark is not shown or available, then one (1) business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

13.2.2 In all other instances, notice shall be deemed given at the time of actual delivery.

13.3 Refused or Undeliverable Notices. 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.

14. Amendment. If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR 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, shall not affect the Easement's perpetual duration, and shall be consistent with Public Resources Code section

5540 and any successor statute then in effect. The decision to amend this Easement is at DISTRICT's sole and absolute discretion. Unless otherwise agreed to by DISTRICT, GRANTOR shall bear all costs related to DISTRICT's review of and response to GRANTOR's request for an amendment, including the cost to update the Baseline Report and any Management Plans to reflect the amendment. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

15. General Provisions.

15.1 Assignment of Rights and Obligations. GRANTOR's rights and obligations under this Easement will be assigned to GRANTOR's successor-in-interest upon transfer of GRANTOR's interest in the Property to such successor, except that GRANTOR's liability for acts or omissions occurring prior to the transfer shall survive the transfer.

15.2 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.

15.3 Compliance with Governmental Regulations. All activities and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

15.4 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.

15.5 Easement to Bind Successors. The Easement shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors (including purchasers at tax sales), assigns, and all persons claiming under them forever. 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 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 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.

15.6 Subsequent Deeds and Leases. GRANTOR agrees 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 a leasehold interest) is conveyed and that GRANTOR will provide a copy of this Easement to any party acquiring an interest in the Property from GRANTOR. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least thirty (30) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 15.5 (*Easement to Bind Successors*) of this Easement, and the failure of GRANTOR to perform any act required by this Section 15.6 shall not impair the validity of this Easement or limit its enforceability in any way.

15.7 Fees and Charges. DISTRICT shall have the right to establish and collect from GRANTOR reasonable fees and charges, including attorneys' fees and staff costs, for inspections, approvals, and other services performed by or for DISTRICT pursuant to this Easement. Such fees and charges shall not exceed the reasonable costs of providing such services.

15.8 Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this 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 13 (*Notices*).

15.9 Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms and conditions 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.

15.10 Counterparts. This Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

15.11 Estoppel Certificates. DISTRICT shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of recordation of the respective amendment) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTOR

hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default. DISTRICT's obligation to deliver the statement of certification is conditioned on GRANTOR's reimbursing DISTRICT for all costs and expenses reasonably and necessarily incurred in its preparation as determined by DISTRICT.

15.12 No Forfeiture. GRANTOR represents and warrants that nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect. If a forfeiture or reversion does occur, GRANTOR shall return, with interest calculated in accordance with the rate established pursuant to the next sentence, all consideration paid by DISTRICT for the acquisition of this Easement. The interest rate applicable to the amount owed to DISTRICT pursuant to this paragraph shall be the greater of (i) 5% or (ii) the percentage change in the Consumer Price Index for All Urban Consumers (base year 1982-1984 = 100) for San Francisco Oakland and San Jose published by the United States Department of Labor, Bureau of Labor Statistics from the date the Easement is recorded to the date of DISTRICT's demand for reimbursement pursuant to this paragraph.

15.13 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 and protects the Conservation Purpose of this Easement.

15.14 Joint Obligation. The obligations imposed by this Easement on Owner shall be joint and several.

15.15 No Merger. It is the express intent of the parties that this Easement is not extinguished if this Easement and the fee title of the Property are held by the same entity.

15.16 Representation of Authority of Signatories. Each individual executing this Easement represents and warrants to the other party that the execution and delivery of this Easement and all related documents have been duly authorized by the party for which the individual is signing and that the individual has the legal capacity to execute and deliver this Easement and thereby to bind the party for which the individual is signing.

15.17 Sufficient Counsel. GRANTOR warrants that they have reviewed this Easement and its effects on the Property with appropriate independent legal counsel and financial advisor(s) of their own choosing. This Easement has been fully negotiated between the parties so that any rule that documents may be construed against the drafter does not apply.

15.18 Effective Date. This Easement shall be effective as of the date of its recordation in the Official Records of Sonoma County in the Offices of the Sonoma County Recorder (the "Effective Date").

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

GRANTOR:

By: _____ **DONOTSIGN** _____

Kathleen Wilson, as Trustee under the Ronald E. Wilson and Kathleen Wilson Trust Agreement dated March 3, 1993 known as the Ronald E. Wilson and Kathleen Wilson

Trust By: _____ **DONOTSIGN** _____

Ronald E. Wilson as Trustee under the Ronald E. Wilson and Kathleen Wilson Trust Agreement dated March 3, 1993 known as the Ronald E. Wilson and Kathleen Wilson Trust

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE

DISTRICT

By: _____ **DONOTSIGN** _____

[NAME], President of the Board of Directors

ATTEST:

_____ **DONOTSIGN** _____

[NAME], Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description

Exhibit B: Project Structure Map

Exhibit C: Legal Descriptions of Easement Designation Areas

Certificate of Acceptance

EXHIBIT A

Description of Property

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

TRACT ONE:

PARCEL ONE:

All that portion of allotment No. 72 of Blucher Rancho lying South of the two rock and Bloomfield County road which is described as beginning at an iron stake which stands in the middle of the road leading from the two rock church to Bloomfield at the point of intersection of the middle line of said road with the line between tracts number 72 and 78 of said Blucher Rancho; thence along the middle of said road, North 71° 54' West, 48.10 chains to its intersection with the West line of said Tract No. 72; thence leaving said road and along the West boundary of said tract, South 00° 15' East, 36.98 chains to corner of fence; thence East 5.00 chains to a stake; thence South 01° 30' East, 13.73 chains to picket in fence marked "S"; thence South 03° East, 28.57 chains to a stake; thence South 89° 30' West, 10.60 chains; thence South 00° 5' West, 32.03 chains to the Southwest corner of Tract No. 72; thence along the South boundary of said Tract No. 72, South 83° 15' East, 39.78 chains to a stake in gulch; thence leaving said South boundary, North 19° 55' East, 14.10 chains to a stake in fence marked "S"; thence North 13° East, 10.80 chains to post marked "S" thence North 13° 15' East, 14.78 chains to post marked "S" thence at the South end of a picket fence; thence North 00° 40' West, 27.19 chains to a stake; and thence North 0° 25' West, 35.65 chains to the place of beginning.

Excepting therefrom that portion conveyed to the County of Sonoma by deed recorded June 25, 1969, in [Book 2402, at Page 273](#), Sonoma County Records.

Also excepting therefrom Lot 3, as shown upon that certain Parcel Map No. MS 6451 filed September 11, 1978 in [Book 274 of Maps, at Page 40](#), Sonoma County Records.

Also excepting therefrom all that property as shown upon that certain Record of Survey, filed January 3, 1980 in [Book 298 of Maps, at Page 22](#), Sonoma County Records.

Also excepting therefrom that portion of the above described land conveyed as part of Sonoma County Lot Line Adjustment No. LLA-05-0071, in the deed recorded February 9, 2010 as Instrument No. [2010010599](#).

APN: 027-250-008
027-250-010

PARCEL TWO:

Beginning at a point in the fence corner at the Southeast corner of lot 61 as same is marked and designated on the map of the blucher rancho, made by Horace B. Martin in 1865-66.

From said point of beginning running thence South 84° 23' West, 1306.8 feet to a road; thence nearly following said road along the East line South 6° 43' West, 278.53 feet; thence South 08° 54' East, 238.36 feet; thence South 26° 57' West, 180.0 feet, more or less, to the Easterly line of lands described in deed to Marie e. Smith, dated March 30, 1928 and recorded October 25, 1951 in [Book 1083, at Page 545](#), Sonoma County records; thence South 08° 45' East along said line, 130.0 feet, more or less, to the North line of lands described in deed from Rosie Crost, a widow, to James to James Gobbi, dated November 19, 1946 and recorded November 1946 in [Book 714, at Page 205](#), Sonoma County Records; thence following said North line and Easterly line of lands deeded to Gobbi and along a fence South 73° 17' East, 31.68 feet; thence South 36° 58' East, 165.00 feet; thence South 49° 31' East 378.18 feet to a fence corner; thence along said fence South 01° 28' West, 539.8 feet; thence South 00° 10' West, 642.52 feet; thence South 06° 43' East, 250.14 feet; thence South 34° 25' West, 245.84 feet to a 2 x 2 redwood stake; thence leaving said lands of Gobbi and said fence East, 3,283.50 feet to a 2 x 2 redwood stake in the fence and on the Easterly line of Lot 69; thence following the fence North 02° 32' West, 264.66 feet; thence North 01° 51' West, 1,501.50 feet; thence North 89° 41' West, 331.32 feet; thence North 804.23 feet to a stake; thence North 74° 58' West, 1,756.15 feet to the point of beginning.

APN: 022-320-003

TRACT TWO:

PARCEL ONE:

Lying within lot 69 of the map of blucher rancho and being a portion of the 61.76 acre parcel of land conveyed to Antone Thomas by deed recorded June 20, 1945 in [Book 638 of Official Records, Page 488](#), Serial No. B-95280, Sonoma County Records, described as follows:

Beginning at the Southeast corner of said tract, at a corner fence post; thence along a fence on the dividing line between the land of Bruhn on the East and the premises herein described: North 691.07 feet to a corner fence post; thence along a fence the following courses: North 87° 42' West 550.72 feet to an iron pipe, North 88° 17' West, 300.00 feet to an iron pipe; North 88° 32' West 300.00 feet to an iron pipe; thence leaving said fence North 0° 52' East 1088.06 feet to an iron pipe in a fence corner from which a corner fence post on the Southerly edge of the Petaluma-Bloomfield road bears North 0° 52' East 150.34 feet; thence along a fence on the dividing line between the lands herein described and the lands of del Curto on the North, North 89° 50' West 558.65 feet to a corner fence post; thence along a fence on the dividing line of the premises herein described and the lands of smith on the West, South 1360.99 feet to a corner post; thence on the dividing line along a fence between the lands herein described and the lands of del Curto on the South, 74° 50' East 1753.22 feet to the point of beginning.

Excepting therefrom any portion thereof lying within Lot 2, as said lot is shown and designated upon that certain Parcel Map No. MS 6451, filed September 11, 1978 in [Book 274 of Maps, Page 40](#), Sonoma County Records.

Further excepting therefrom, that portion of the above described land conveyed as part of Sonoma County Lot Line Adjustment No. LLA-05-0071, in the deed recorded February 09, 2010 as Instrument No. [2010-10599](#).

APN: 022-310-015

PARCEL TWO:

Being a portion of the lands of Ronald E. Wilson and Kathleen Wilson, Trustees under the Ronald E. Wilson and Kathleen Wilson Trust Agreement dated March 3, 1993, as to a one-half interest, as described in that deed recorded as Document Number [2007-134260](#) and Document Number [1993-094100](#) of Official Records, and of the lands of Kenneth a. Wilson and Clairette A. Wilson, trustees under the Kenneth A. Wilson and Clairette Wilson Trust Agreement dated March 24, 1993, as to a one-half interest, as described in that deed recorded as Document No. [2007-134259](#) of Official Records, and Kenneth A. Wilson and Clairette Wilson, as to a one-half interest, as described in that deed recorded as Document No. [1981-037269](#) of Official Records, that includes those certificate of compliance parcels as described under Document No. [2005-106762](#) and Document Number [2005-106763](#), all Sonoma County Records, said portion being more particularly described as follows:

Beginning at a point on the Southerly right of way line of Petaluma Valley Ford Road as said right of way is shown and delineated on that plan and profile map dated March 1969 filed under Microfilm Nos. 002239 and 002240 at the County of Sonoma department of public works from which point a 3" brass disc marking centerline station 128+53.96 EC as shown on said plan and profile map, bears South 71° 44' 24" East, 4,024.16 feet and from which point a 3" brass disc marking centerline station 170+56.11 BC as shown on said plan and profile map, bears North 57° 43' 55" West, 185.61 feet, and from which a 3/4" iron pipe in concrete bears North 36° 02' 41" West, 0.27 feet, said point accepted as being the Northwest corner of said certificate of compliance parcel as described under Document No. 2005-106763 of Official Records, Sonoma County Records and a point on the East line of Lot 2 of Parcel Map MS 6451, filed in [Book 274 of Maps, at Page 40](#), Sonoma County Records; thence leaving said right of way line and along the West line of said certificate of compliance parcels and the East line of said lot 2 of parcel Map MS 6451, South 01° 37' 35" West, 1,212.61 feet to a 1/2" iron pipe monument tagged LS 2798 marking the Southwest corner of said certificate of compliance parcel under Document No. 2005-106762 of Official Records, Sonoma County Records and a point on the East line of said Lot 2; thence South 01° 03' 56" West, 194.24 feet to a 1/2" iron pipe monument tagged LS 2798 marking the Southeast corner of said Lot 2 and marking an angle point of parcel three as described in said deed recorded as Document No. [1993-009410](#) of Official Records, Sonoma County Records; thence North 85° 08' 04" East, 1672.84 feet to a set 1/2" iron pipe monument tagged LS 3890, on the East line of parcel one as described in said deed recorded as Document No. [1993-009410](#) of Official Records, Sonoma County Records, being a point on the West line of Lot 3 of said Parcel Map MS 6451; thence along the common line of said lot 3 and Parcel One, North 00° 19' 48" East, 706.18 feet to a set 1/2" iron pipe monument tagged LS 3890, at the Northwest corner of said Lot 3 and a point on said Southerly right of way line of Petaluma Valley Ford Road; thence along said Southerly right of way line the following courses: North 84° 37' 25" West, 51.42 feet; North 71° 07' 40" West, 50.00 feet; North 57° 37' 56" West, 51.42 feet; North 71° 07' 40" West, 382.80 feet to a 1/2" iron pipe monument tagged LS 2798; thence continuing North 71° 07' 40" West, 1,192.82 feet to the point of beginning, as described per that certain Sonoma County Lot Line Adjustment No. LLA 05-0071 recorded February 9, 2010 as Instrument No. [2010-10599](#).

All set iron pipes referred above will be set or their positions referenced by set iron pipe monuments to complete a survey requested by the Margaret Wilson family limited partnership in September 2007 and set iron pipes or referenced pipes will be shown and delineated on a record of Survey Map to be filed after the completion of LLA 05-0071.

Basis of bearings: South 71° 07' 40" East (South 71° 44' 46" East, Petaluma Valley Ford Road plan and profile map) between found 3" brass disc monuments, marking the centerline of Petaluma Valley Ford Road, at stations 128+53.96 EC and 170+56.11 BC as said stations are shown on that Petaluma Valley Ford Road plan and profile map, dated march 1969, filed under Microfilm No. 002237-002240, department of public works, County of Sonoma. Bearing determined by GPS Observations, with a convergence angle of 00° 30' 56".

APN: 022-310-016
022-310-017

TRACT THREE:

PARCEL ONE:

Commencing at the Northwest corner of Allotment No. 72 of the Blucher Rancho, according to a map of said Blucher Rancho made by Horace B. Martin in 1865-66, which point of commencement is at a point in the center of the road leading from Bloomfield to the "Washoe House"; thence South 18.27 chains to a post at the southeast corner of the Rancho Canada de Pogolirni; thence South 3° 30' West 4.25 chains to the center of the road leading from Bloomfield to Two Rock; thence South 0° 30' West 17.12 chains to a post marked "H"; thence South 89° 23' East 45.51 chains to a post marked "H 8" at the Northeast corner of Tract No. 69, according to said map of the Blucher Rancho; thence South 6° 15' East 2.78 chains to the center of the road leading from Bloomfield to Two Rock; thence along the center of said road, South 71° 19' East 48.08 chains; thence North 0° 14' East 17.36 chains to the Northwest corner of Allotment No. 78, according to said map of the Blucher Rancho; thence North 89° 30' West 2.40 chains; thence North 88° West 8.42 chains to a 3" x 3" redwood stake; thence North 41.22 chains to a post marked "H 2 W 2"; thence South 88° 49' West 17.42 chains to a stake at the turn of the road leading from Bloomfield to the "Washoe House"; thence along the center of said road West 62.32 chains to the point of beginning.

Bearings true. Variation 18° 30' East.

Being a portion of Allotment No. 72 according to the said map of the Blucher Rancho.

Excepting threfrom, that, portion of the foregoing described ands and .premises described in and being the same lands conveyed by John R. Denman to S. V. Smith by deed dated April 2, 1917 and recorded in [Book 349 of Deeds, at Page 389](#), of Sonoma County Records, to wit:

Commencing at the Northwest corner of Allotment No. 72, according to a Map of Blucher Rancho made by Horace B. Martin in 1865-66, at a point in the center of the road from Bloomfield to the Washoe House; thence South 18.27 chains to a post on the Southeast corner of the Rancho Canada de Pogolimi; thence South 3° 30' West 4.25 chains to the center of the road from Bloomfield to Two Rock; thence along the center of said road, South 59° 58' East 15.61 chains to a point; thence leaving said road, along a fence and the produced line thereof North 22° 28' East 32.80 chains to the center of the road from Bloomfield to the Washoe House; thence along the center of said road West 25.80 chains to the place of beginning.

Bearings true. Being a portion of Allotment No. 72.

Also excepting that portion of the foregoing premises heretofore deeded by Fred Wilson, et ux, to Marvin L. Hunt, et ux, dated August 28, 1941 and recorded October 1, 1941 in [Liber 536 of Official Records, Page 402](#), Recorder's Serial No. B-36871, Sonoma County Records.

Also excepting therefrom that portion contained in the Deed from Albert E. Wilson and Margaret E. Wilson, his wife, to Lawrence Del Curto and Gilda Del Curto, his wife, dated January 13, 1950 and recorded January 25, 1950 in [Liber 934 of Official Records, Page 164](#), Recorder's Serial No. D-5632, Sonoma County Records.

Also excepting therefrom that portion contained in the Deed from Margaret E. Richter & Kenneth A. Wilson & Ronald E. Wilson to County of Sonoma, a political subdivision of the State of California, dated May 7, 1969 and recorded June 25, 1969 in [Liber 2402 of Official Records, Page 255](#), Recorder's Serial No. L-24629, Sonoma County Records.

Also excepting therefrom that portion contained in that certain Grant Deed executed by Kenneth A. Wilson and Clairette Wilson, Trustees under the Kenneth A. Wilson and Clairette Wilson Trust Agreement dated March 24, 1993 as to an undivided 1/2 interest and Ronald E. Wilson and Kathleen Wilson as Trustees U/T/A dated March 3, 1993 known as the Ronald E. Wilson and Kathleen Wilson Trust to Kenneth A. Wilson and Clairette Wilson, Trustees under the Kenneth A. Wilson and Clairette Wilson Trust Agreement dated March 24, 1993 as to an undivided 1/2 interest and Ronald E. Wilson and Kathleen Wilson as Trustees U/T/A dated March 3, 1993 known as the Ronald E. Wilson and Kathleen Wilson Trust recorded February 6, 2010 as Instrument [20100010600](#) of Official Records.

APN: 022-300-010 (portion)

PARCEL TWO:

Being a portion of the lands of Ronald E. Wilson and Kathleen Wilson, Trustees under the Ronald E. Wilson and Kathleen Wilson Trust Agreement dated March 3, 1993, as to a one-half interest, as described in that deed recorded as Document No. [2007-134260](#) of Official Records, Sonoma County Records, and of the lands of Kenneth A. Wilson and Clairette Wilson, Trustees under the Kenneth A. Wilson and Clairette Wilson Trust Agreement dated March 24, 1993, as to a one-half interest described in that deed recorded as Document No. [2007-134259](#) of Official Records, Sonoma County Records, being a portion of that Certificate of Compliance (ACC PARCEL I) parcel as described under Document No. [2005-106758](#) of Official Records, Sonoma County Records, said portion being more particularly described as follows:

That portion of said Certificate of Compliance parcel as described under Document No. [2005-106758](#) of Official Records, Sonoma County Records, lying Southerly and Southeasterly of the centerline of Roblar Road as it exists on April 28, 2010, as said centerline extends from the East boundary line of said lands to the West boundary line and or its Southerly projection of said lands.

APN: 027-210-005

PARCEL THREE:

Commencing at the center of the Petaluma and Bloomfield Road, which is 60 feet wide where crosses the Eastern boundary of the North one-half of Lot No. 69, upon the Map of Blucher

Rancho, made by Horace B. Martin in 1865-66 for the settlers on said Rancho; thence running Northerly 186 feet more or less along said boundary to the Northeast corner of Lot No. 69; thence Westerly 570 feet along the Northerly boundary of Lot No. 69, to the center of the Petaluma and Bloomfield Road; thence Easterly 596 feet up the center of the Petaluma and Bloomfield Road to the point of beginning.

Being the Northeast corner of the North one-half of Lot No. 69; and being that portion of the North one-half of Lot No. 69, lying North of the Petaluma and Bloomfield Road conveyed to A. Linebaugh by Orton Hubbell, Henry Hall, Andrew Mills, Edward C. Hinshaw and Thomas McCune by deed dated April 28, 1869 and being a portion of the same property described in the deed from Olivia Fay Hall, and others to Mary C. Hunt dated November 20, 1916 and recorded on the 19th day of February, 1917 in [Book 350 of Deeds, at Page 69](#), Sonoma County Records.

APN: 022-300-010 (portion)

TRACT FOUR:

Being a portion of the lands of Ronald E. Wilson and Kathleen Wilson, Trustees under the Ronald E. Wilson and Kathleen Wilson Trust Agreement dated March 3, 1993, as to a one-half interest, as described in that deed recorded as Document No. [2007-134260](#) of Official Records, Sonoma County Records, and of the lands of Kenneth A. Wilson and Clairette Wilson, Trustees under the Kenneth A. Wilson and Clairette Wilson Trust Agreement dated March 24, 1993, as to a one-half interest, as described in that deed recorded as Document No. [2007-134259](#) of Official Records, Sonoma County Records, being a portion of that Certificate of Compliance parcel as described as Document No. [2005-106760](#) of Official Records, Sonoma County Records, said portion being more particularly described as follows:

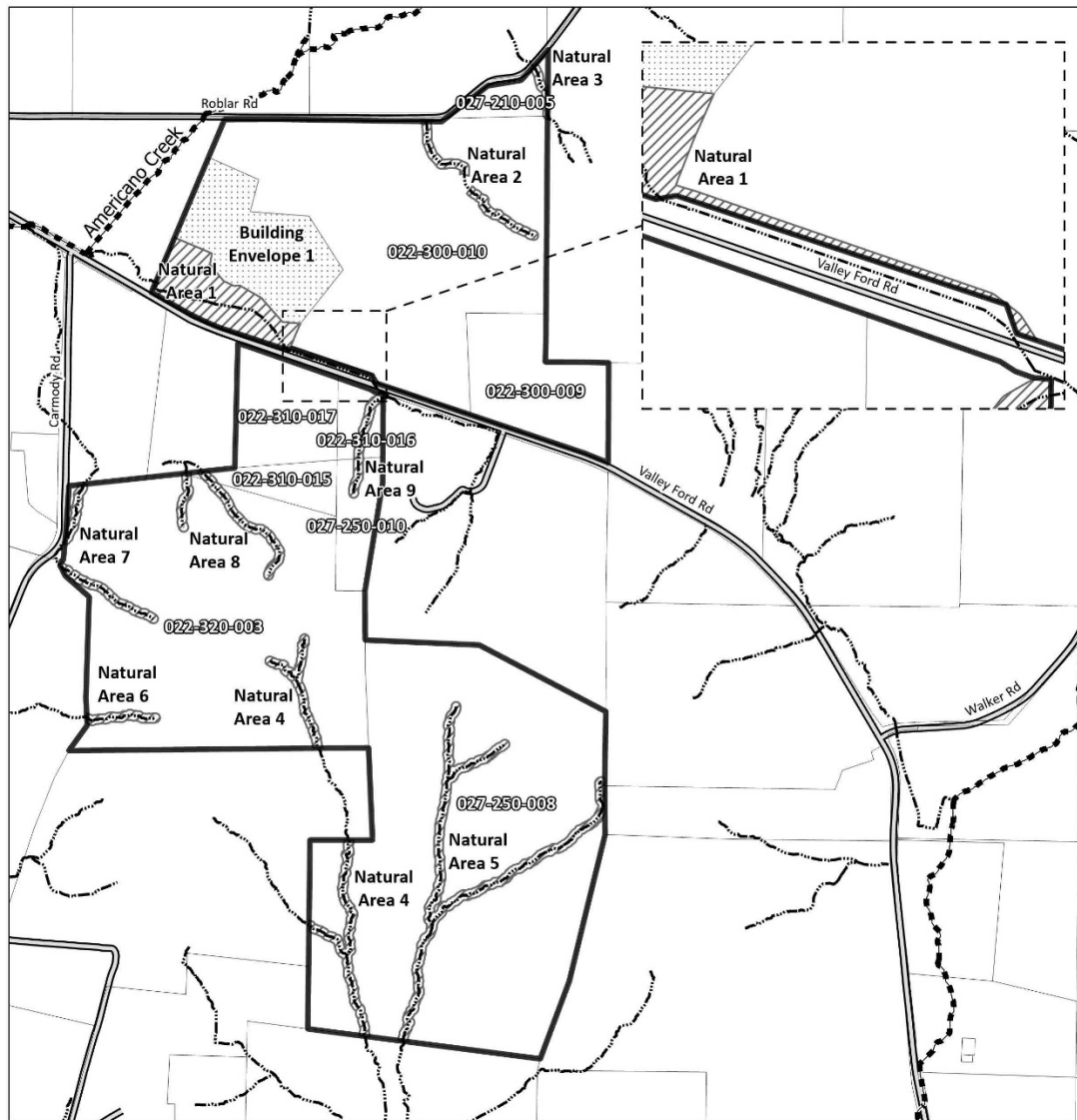
Beginning at a set 1/2" iron pipe monument tagged LS 3890 at the northwest corner of Allotment No. 78 of the Blucher Rancho according to a map made by Horace B. Martin in 1865-66, said corners, being on the line shown and delineated on that Record of Survey filed in [Book 663 of Maps, at Page 39](#), Sonoma County Records, as South 89° 30' 51" East, 2,689.03 feet at the base of a 7" x 8" railroad tie fence post; thence North 89° 02' 14" West (North 89° 30' 51" West, 158.40 feet, [Book 663 of Maps, at Page 39](#), SCR), 158.40 feet along said line to a rebar with aluminum cap stamped "Brunner PLS 4206"; thence North 89° 12' 13" West (North 89° 40' 50" West, 558.17 feet, [Book 663 of Maps, at Page 39](#), SCR), 558.17 feet to a rebar with aluminum cap stamped "Brunner PLS 4206"; thence North 00° 29' 21" East (North 00° 29' 21" East, [Book 663 of Maps, at Page 39](#), SCR), 537.00 feet to a set 1/2" iron pipe monument tagged LS 3890; thence North 89° 30' 39" West, 886.00 feet to set 1/2" iron pipe monument tagged LS 3890; thence South 00° 29' 21" West, 1,105.26 feet to a set 1/2" iron pipe monument tagged LS 3890 on the northerly right of way line of the Petaluma Valley Ford Road, as said right of way line is shown and delineated on that Plan and Profile map, dated March 1969, on file under Microfilm Nos. 002239 and 002240 at County of Sonoma Department of Public Works; thence along said northerly right of way line South 71° 07' 40" East, 1373.02 feet to the beginning of a tangent curve to the right having a radius of 2,793.00 feet; thence along said curve through a central angle of 06° 32' 57" an arc length of 319.25 feet; thence leaving said right of way North 00° 38' 46" East, 1,114.72 feet to the Point of Beginning.

Basis of bearing: South 71° 07' 40" East (South 71° 44' 46" East: Petaluma Valley Ford Road Plan and Profile Map) between found 3" brass disc monuments marking the centerline of Petaluma Valley Ford Road at stations 128+53.96 EC and 170+56.11 BC as said stations are

shown on that Petaluma Valley Ford Road Plan and Profile Map dated March 1969, filed under Microfilm Nos. 002237-002240, Department of Public Works, County of Sonoma. Bearing determined by GPS observations, with a convergence angle of 00° 30' 56".

APN: 022-300-009

Exhibit B Project Structure Map



- | | | | |
|-------------------|-------------------|---------------------|--------|
| Easement Boundary | Building Envelope | Intermittent Stream | Street |
| Assessor Parcel | Natural Area | Perennial Stream | |



**AG +
OPEN
SPACE**
SONOMA COUNTY



0 1,000 2,000
Feet

**Diamond W Ranch
DRAFT Project Structure Map**

Map Date: 6/2/2026
Sources: Sonoma Water (streams); Sonoma County GIS (parcels, roads);
Sonoma County Ag + Open Space (easement boundary, easement designation areas).
This map displays GIS data for illustrative purposes only and is not intended to depict definitive property boundaries or feature locations.

Exhibit C
Legal Description of Easement Designation Areas

[Description starts on next page.]

EXHIBIT 'C'

Diamond W Ranch
Building Envelope No. 1

Lying within the State of California, County of Sonoma and being a portion of the lands of the Ronald E. Wilson and Kathleen Wilson Trust agreement dated March 3, 1993 and recorded under Document Number 2016-058545 Official Records of Sonoma County said portion is more particularly described as follows:

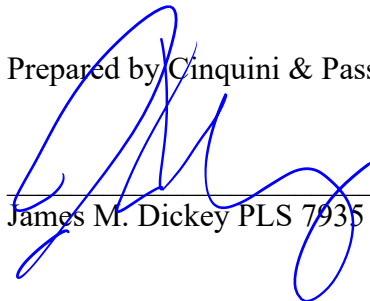
Commencing at a point on the center of Petaluma – Valley Ford Road, said point being the southernmost corner of Parcel One as described in the deed to conveyed to Marie E. Smith, recorded October 25, 1951 under Recorder's Serial Number D-52717; thence along the fence line described in said deed to the north line of the land conveyed to the County of Sonoma in 1966 for the roadway project for said roadway; thence continuing along said fence line, also being the northwest line of said lands of Wilson Trust, North 22°57'54" East 660.27 feet to the POINT OF BEGINNING; thence leaving said northwest line, South 66°58'59" East 451.42 feet; thence South 10°02'02" West 123.74; thence South 39°20'22" East 237.95 feet to a fence corner marking the southwest corner of a waste pond; thence South 64°16'09" East 131.07 feet; thence North 85°07'24" East 64.27 feet; thence South 60°06'33" East 274.92 feet; thence south 41°24'43" East 355.60 feet; thence South 84°15'14" East 200.37 feet to a fence on the west side of the entrance driveway; thence North 38°26'52" East 766.14 feet; thence North 32°32'57" West 707.10 feet; thence North 85°37'14" West 655.85 feet; thence North 14°51'31" East 367.99 feet; thence North 66°00'19" West 610.73 feet to said Northwest line of said lands; thence along said Northwest line, South 22°57'54" West 969.34 feet to the POINT OF BEGINNING.

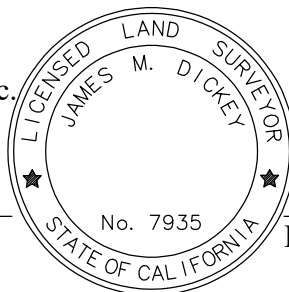
Containing 39.55 Acres more or less

END OF DESCRIPTION

Being a portion of APN 022-300-010

Prepared by Cinquini & Passarino, Inc.


James M. Dickey PLS 7935



6/15/2026

Date

EXHIBIT 'C'

Diamond W Ranch
Natural Area No. 1

Lying within the State of California, County of Sonoma and being a portion of the lands of the Ronald E. Wilson and Kathleen Wilson Trust agreement dated March 3, 1993 and recorded under Document Number 2016-058545 Official Records of Sonoma County said portion is more particularly described as follows:

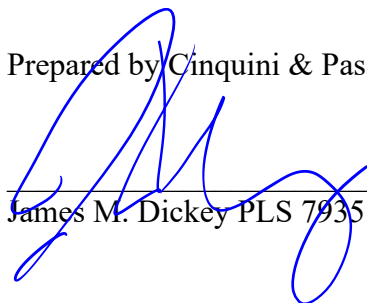
Commencing at a point on the center of Petaluma – Valley Ford Road, said point being the southernmost corner of Parcel One as described in the deed to conveyed to Marie E. Smith, recorded October 25, 1951 under Recorder's Serial Number D-52717; thence along the fence line described in said deed to the north line of the land conveyed to the County of Sonoma in 1966 for the roadway project for said roadway and the POINT OF BEGINNING; thence along said fence line, also being the northwest line of said lands of Wilson Trust, North 22°57'54" East 660.27 feet; thence leaving said northwest line, South 66°58'59" East 451.42 feet; thence South 10°02'02" West 123.74; thence South 39°20'22" East 237.95 feet to a fence corner marking the southwest corner of a waste pond; thence South 64°16'09" East 131.07 feet; thence North 85°07'24" East 64.27 feet; thence South 60°06'33" East 274.92 feet; thence south 41°24'43" East 355.60 feet; thence South 84°15'14" East 200.37 feet to a fence on the west side of the entrance driveway; thence along said fence, South 23°51'48" West 135.47 feet to a point that lies 50.00 feet northwest of the top of bank of the adjacent stream; thence on a line that lines 50.00 feet of the top of bank of the existing stream, southeasterly to the intersection with the north line of the Petaluma – Valley Ford Road right of way as acquired by the County in 1966; thence along said right of way, northwesterly along the various jogs and curves to the POINT OF BEGINNING.

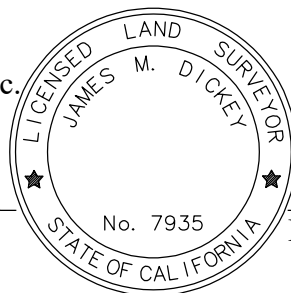
Containing 20 Acres more or less

END OF DESCRIPTION

Being a portion of APN 022-300-010

Prepared by Cinquini & Passarino, Inc.


James M. Dickey PLS 7935



6/15/2026

Date