Exempt from Recording Fees Per Gov. Code § 27383

RECORDING REQUESTED BY AND RETURN TO:

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

LAND CONSERVATION CONTRACT

This Contract is made by and between Ronald M. Albini and Linda S. Albini, husband and wife, Joint Tenants, as to an undivided 50% interest, and Wesley E. Albini, a single man, as to an undivided 50% interest "Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is dated for convenience as , 2025.

RECITALS

Whereas Owner(s) own(s) certain real property ("Subject Property") located within Sonoma County and presently identified by Assessor's Parcel Number(s): 103-010-037, and more particularly described in the legal description attached to this Contract at **Exhibit "A"**; and

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

OPERATIVE PROVISIONS

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

CONTRACT

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

2. <u>SUBJECT PROPERTY.</u>

- (a) Owner(s) own(s) the Subject Property, located at 17260 Bodega Lane, Bodega, California, and more particularly described in the legal description attached to this Contract as Exhibit "A", and incorporated herein by reference.
 - (b) The Subject Property is located within established Agricultural Preserve 2-256.
- (c) The Subject Property is approximately 395.64 acres total and comprised of one legal parcel(s).
- 3. <u>TERM</u>. This Contract shall be effective commencing January 1, 2026, and shall remain in effect for a term of 10 years. This Contract shall be automatically renewed for a full term at the end of each year, unless a Notice of Non-renewal is recorded as provided in Government Code section 51245 and the County's Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), adopted by County Board of Supervisor's Resolution No.11-0678 pursuant to Government Code section 51231, that at all times during this Contract, there shall be a 10-year term of restriction unless a Notice of Non-renewal has been recorded.
- 4. <u>REGULATORY COMPLIANCE & RESTRICTIONS ON USE</u>. During the term of this Contract, and all renewals and extensions thereof, the Subject Property shall not be used for any purpose other than (1) "agricultural use," or "open space use," as those phrases are defined by the Act, and (2) any use determined by County to be a "compatible use" defined and enumerated in the Uniform Rules and shall at all times be in compliance with the Uniform Rules as they may be amended from time to time.
- 5. <u>LAND CONSERVATION PLAN</u>. The use of the Subject Property shall at all times conform to the Land Conservation Plan, attached to this Contract as **Exhibit "B"**, and made a part of this Contract. If an amendment to the Land Conservation Plan is approved by County and recorded, the amended Land Conservation Plan shall be deemed automatically

incorporated into the Contract as though fully set forth herein without the need for a contract amendment, upon the renewal of the Contract.

- 6. <u>UNIFORM RULES & FEES</u>. Owner(s) and County agree that the Uniform Rules, as they now exist or as they may be amended from time to time, are incorporated by reference into this Contract as though set out in full and shall be a part of this Contract upon execution and each renewal of this Contract. Owner(s) agree(s) to comply with the Uniform Rules and agree(s) to pay all fees established by County's Board of Supervisors, if any, for the administration of County's agricultural preserve program, and for the processing of applications required by the Uniform Rules.
- 7. <u>PLANNING AND ZONING</u>. The provisions of this Contract are not intended to limit or supersede the planning and zoning powers of County.
- 8. <u>CANCELLATION</u>. This Contract may not be cancelled, except pursuant to Government Code sections 51280 through 51287, and the Uniform Rules.
- 9. <u>RESCISSION</u>. This Contract may not be rescinded, except pursuant to the provisions of the Act and the Uniform Rules, and upon the simultaneous replacement of this Contract with a replacement contract, open space easement, agricultural conservation easement, or other equivalent restriction as allowed by the Act and state law. County may require the rescission and simultaneous replacement of this Contract with a replacement contract as a condition of any proposed subdivision or lot line adjustment affecting the boundaries of the Subject Property.
- 10. <u>EMINENT DOMAIN</u>. If any action in eminent domain for the condemnation of any land described in this Contract is filed after the execution of this Contract, or if any portion of the Subject Property is acquired in lieu of condemnation, then the provisions of Government Code section 51295 apply.
- 11. <u>SUCCESSORS IN INTEREST</u>. This Contract, its terms and restrictions, shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon and shall inure to the benefit of all heirs, successors, and assigns of Owner(s). This Contract shall be transferred from County to a succeeding city or a county acquiring jurisdiction over all or part of the Subject Property, except that a succeeding city may opt not to succeed to the rights, duties, and powers of the County under this Contract if the requirements of Government Code section 51243 .5 are met.
- 12. <u>CERTIFICATE OF COMPLIANCE PARCELS</u>. Owner(s) agree(s) not to apply for or obtain recognition of Certificate of Compliance parcels for all or any portion of the Subject Property for the duration of this Contract, without first obtaining the approval of County's Board of Supervisors, as provided in the Uniform Rules, unless a Notice of Non-Renewal has been recorded for the Contract and there are no more than three years remaining on the Contract's term. County may require replacement contracts for recognized Certificate of Compliance parcels.

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

14. REMEDIES FOR BREACH.

- Superior Court for the purpose of compelling compliance or restraining any breach or threatened breach thereof, after providing notice to Owner(s). The notice shall contain a general description of the condition claimed to by County to be a violation and shall contain a reasonable and specific cure period during which the violation is to cease and the Subject Property is to be restored to the condition that existed prior to the violation. Owner(s) agree(s) that County's remedies at law for any violation of the terms of this Contract are inadequate and that County shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief, including damages, to which County may be entitled, including specific performance of the terms of this Contract, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.
- (b) A breach of this Contract that constitutes a violation of the Sonoma County Zoning Code may be enforced by County pursuant to Chapter 1 of the Sonoma County Code.
- (c) Without altering the provisions of paragraph 8 (Cancellation), a breach of this Contract that constitutes material breach under Government Code section 51250 may be enforced by County or the State of California pursuant to Government Code section 51250, if the requirements of that Section are met.
- (d) If Owner(s) breach(es) this Contract, Owner(s) shall pay County one-half percent (1/2 %) of the restricted assessed value of the land subject to this Contract per day for each day the Contract is in breach as liquidated damages. It is understood and agreed that damages for breach of this Contract by Owner(s) are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by County and Owner(s) that one-half percent (1/2 %) of the restricted assessed value of the land is the actual damage to County and the general public caused by breach of this Contract by Owner(s), and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the Owner(s) remedies or has commenced and thereafter diligently pursues such action required to remedy any breach or material breach within sixty (60) days after the date written notice of said breach or material breach is sent to Owner(s) by County. This provision does not impair County's ability to enforce this Contract by injunction or specific performance.
- (e) The remedies set forth in this paragraph 14 are not exclusive and are not intended to displace any other remedies available to either party as provided by this Contract or any applicable local, state or federal law.

- 15. NO WAIVER. Enforcement of the terms of this Contract shall be at the sole discretion of County, or where applicable the State of California, and any forbearance by County or State to exercise its rights under this Contract in the event of any violation or threatened violation by Owner(s) of any term of this Contract shall not be deemed or construed to be a waiver by County or State of such term or of any subsequent violation or threatened violation of the same or any other terms of this Contract. Any failure by County or State to act shall not be deemed a waiver or forfeiture of County's or State's right to enforce any and all of the terms of this Contract in the future.
- 16. <u>CONSIDERATION</u>. Owner(s) shall not receive any payment from County in consideration of the obligations imposed by this Contract. The parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived from this Contract and the advantage that will accrue to Owner(s) as a result of any reduction in the assessed value of the Subject Property due to the imposition of the limitations on the use of the Subject Property contained in this Contract.
- 17. <u>NOTICE</u>. Notices required to be given under this Contract, or as may otherwise be required by law in connection with the administration of this Contract, shall be made by personal service, or by first-class United States mail, to the parties as follows:
- (a) To Owner(s) or successor(s) in interest of Owner(s), at the mailing address shown on the most recent assessment roll for the Subject Property; and
- (b) To County, c/o the Clerk of the Board of Supervisors, 575 Administration Drive, Suite 100A, Santa Rosa, California 95403.

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

ATTEST:	COUNTY OF SONOMA
By:	By:
Noelle Francis	Lynda Hopkins
Deputy Clerk of the Board	Chair, Board of Supervisors
OWNER(S):	
RONALD M. ALBINI AND LINDA S	S. ALBINI, HUSBAND AND WIFE, JOINT TENANTS, AS
TO AN UNDIVIDED 50% INTEREST	Γ, AND WESLEY E. ALBINI, A SINGLE MAN, AS TO
AN UNDIVIDED 50% INTEREST.	
By: Ronald M. allini	Date: 11-5-2025

Ronald M. Albini

By: Sinda S Celler Date: 11-5-2025 Linda S. Albini

Date: <u>パーム・2のさ</u>ら

NOTE: Acknowledgments must be attached.

validity of that document
State of California County of
County of
On November 5 1035 before me, Chystal A Hyeshen, Notary Public, (insert name and title of the officer)
personally appeared Ronald M. Ollun , who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Chrystal A Elkeshen COMM# 2437885 NOTARY PAILC—CALIFORNIA Sonoma County NY COVM. EXPIRES 2/11/2027
Signature /////Signature ////////////////////////////////////

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

Signature

Tallany of that decalling	
State of California County of SCOOMQ)	
On NOVEMber 0, 2025 before me Mystan	H Ellushen , Notary Public, ame and title of the officer)
personally appeared Lincia S. Albiniproved to me on the basis of satisfactory evidence to be the to the within instrument and acknowledged to me that he/she authorized capacity(les), and that by his/her/their signature(sentity upon behalf of which the person(s) acted, executed the	h/they executed the same in his/her/their) on the instrument the person(s), or the
I certify under PENALTY OF PERJURY under the laws of the paragraph is true and correct.	e State of California that the foregoing
WITNESS my hand and official seal.	Chrystal A Elkeshen COMM# 2437885 NOTARY PUBLIC—CALIFORNIA S Sonoma County NY COWN. EXPIRES 2/11/2027
Signature / ////Signature / //////////////////////////////////	

State of California County of
On November 5, 2025 before me, Amstal Atties Men , Notary Public, (insert name and title of the officer)
personally appeared Nestey E. Albinom, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Chrystal A Elkeshen COMM# 2437885 NOTARY PUBLIC—CALIFORNIA OS SONOMA COUNTY NOTARY PUBLIC —CALIFORNIA OS SONOMA COUNTY NOTARY PUBLIC —CALIF
Signature / MyStable (Seal)

ENCUMBRANCE HOLDERS:

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

AMERICAN AGCREDIT, FLCA

Name: Nicole Black
Title: Associate Belotivskie Mayor

Deed of Trust, Instrument No.2020093605, of Sonoma County Official Records, Dated October 14, 2020.

NOTE: Acknowledgments must be attached.

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

State of California County of Concorn

on 11-10-2025

before me,

my C. Yonon, Wary 1 (insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in

subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Any C. Mononie (Seal)

AMY C. MONONI
Notary Public - California
Sonoma County
Commission # 2410744
My Comm. Expires Aug 11, 2026

EXHIBIT "A"

The real property which is the subject of this CONTRACT is situated within agricultural preserve 2-256 as shown by map thereof recorded in preserve map book number 4, Page 31 in the Office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

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

PARCEL ONE:

Beginning at a point in the center of the Freestone-Bodega Bay County Road at the Northwesterly corner of that certain 130.94 acre tract of land shown and designated upon the Map of Survey for Heirs of Hollis Hitchcock in Tract No. 1, Rancho Estero Americano; said Plat being on File in Book 16 of Maps, Page 12, Sonoma County Records; said point of beginning is further described as bearing North 79° 29 1/2' West 32.6 feet from a granite monument marked 8; thence along the center of said road North 28° 15' East, 446.2 feet, North 17° 30' East 602.2 feet, North 17° 00' East 1017.1 feet North, 24° 30' East 407.9 feet and North 11° 34' West 29.9 feet to a granite monument marked 16 set at the Southwesterly or initial point in the survey for Bodega Corners; thence North 74° 01' East along the Southerly line of Bodega Corners, 1173.1 feet to an Iron pipe monument; thence meandering up Salmon Creek, South 19° 55' East 704.3 feet South 78° 14' East 690.4 feet, South 53° 14' East 476.5 feet, North 84° 46' East 643.5 feet and North 73° 46' East 322.7 feet; thence leaving said Creek, North 4° 24' East 176.2 feet to a stake marked "R.N."; thence North 57° 44' East 1451.3 feet; thence North 27° 08' East 39.6 feet to a stake marked "24 N.V.V.S."; thence meandering up Salmon Creek, North 70° 10' East 567.6 feet, South 85° 50' East 594.0 feet, North 59° 10' East 1023.0 feet and North 68° 07' East 295.9 feet; thence leaving said Creek, South 49° 25' East 790.4 feet; thence South 11° 40' West 1435.5 feet; thence South 49° 00' East 2270.0 feet to a stake; thence South 72.6 feet to an iron pipe monument driven at the Northeast corner of the land now or formerly owned by Anges Guldager; thence North 84° 56' West along the Northerly line of said lands 3640.5 feet to an Iron pipe monument; thence South 89° 49' West 5230.2 feet to an Iron pipe monument; thence South 494.2 feet to an Iron pipe monument driven on the Northerly line of the 130.94 acre tract hereinabove referred to and described; thence North 79° 29 1/2' West 948.0 feet to the point of beginning.

EXCEPTING THEREFROM that portion Conveyed to the County of Sonoma for road purposes by Deed dated April 21, 1964 and recorded May 21, 1964 in Book 2046 of Official Records, Page 509, Sonoma County Records.

AlSO EXCEPTING THEREFROM that certain parcel of land described in the Deed from Charles H. Colombo, et ux, to Jessie May Robertson, et vir, dated February 10, 1937 and recorded February 20, 1937 in Book 424 of Official Records, Page 205, Sonoma County Records.

ALSO EXCEPTING THEREFROM that portion thereof described as follows:

Being a portion of the Rancho Estero Americano and a portion of the lands of Clement Colombo and Geraldine Ladbetter as recorded in Book 1926 of Official Records, Page 419, Parcel One and being more particularly described as follows:

Commencing at a 3/4 inch iron pipe marked "CSSC" from which Engineer's Station 177+45.40 E.C., as shown on the Map of Bodega Road, dated February 1964 and on file at the Sonoma

County Surveyor's Office, bears North 71° 29' 05" West 45.00 feet and as described in that Deed recorded in Book 2046, Page 509, Sonoma County Records; thence on a curve to the left from a tangent which bears North 18° 30' 55" East, with a radius of 645.00 feet, through a central angle of 19° 45' 32" for a length of 222.43 feet to the point of beginning of the parcel to be herein described; thence from said point of beginning and continuing on a curve to the left from a tangent that bears North 1° 14' 37" West, with a radius of 645.00 feet, through a central angle of 4° 35' 57", for a length of 51.77 feet; thence along the Southerly side of Bodega Corners, as shown on that map recorded in Book 4 of Maps, Page 20, Sonoma County Records, on a bearing of North 71° 27' 10" East for a distance of 1155.21 feet to Salmon Creek; thence South 22° 38' 50" East 50.12 feet; thence South 71° 27' 10" West 1172.05 feet to the point of beginning of the parcel hereinabove described.

ALSO EXCEPTING the lands described in the Deed to Heiman, Paule Taylor & Associates, a Limited Partnership, recorded August 25, 1975 in Book 2990 of Official Records, Page 918, under Recorder's Serial No. P-76393, Sonoma County Records.

ALSO EXCEPTING Parcel Two as shown upon Parcel Map No. 5854 recorded November 28, 1979 in Book 296 of Maps, Pages 41 and 42, Sonoma County Records.

ALSO EXCEPTING therefrom Lot 1, as shown on Parcel Map No. 7631A, filed June 18, 1987 in Book 399 of Maps, Page 1, Sonoma County Records.

PARCEL TWO:

A non-exclusive Easement for road and utility purposes 60 feet wide; said Easement is for the benefit of and appurtenant to the lands as described in the Deed recorded under Document No. 87-094057, Sonoma County Records, and said easement being more particularly described as follows:

Said Easement Is over the property shown and designated as "Parcel Two Parcel Map No. 5854" recorded November 28, 1979 in Book 296 of Maps, at Pages 41 and 42, Sonoma County Records. The center line of said Easement is to commence at a point on the Southerly line of said Parcel Two; said point also being the Northerly terminus of that certain 60 foot easement shown upon Parcel Map No. 7631, recorded in Book 399 of Maps at Pages 1 through 4, Sonoma County Records; thence in a general Northerly direction over the existing road to the Northerly line of said Parcel Two, said point also being upon the Southerly line of the County Road known as Bodega Lane (Potter Avenue).

PARCEL THREE:

A tract of land in the Rancho Estero Americano, in Township 6 North, Range 10 West, MDM, and particularly described as follows:

Beginning at an Iron pipe monument driven on the Northerly line of that certain 130.94 acre tract of land shown and designated upon the Map of Survey of Heirs of Hollis Hitchcock, in Tract No. 1, Rancho Estero Americano, said Plat being on file in Book 16 of Maps, Page 12, Sonoma County Records, and distance South 79° 21 ½' East 948.0 feet from the Northwesterly corner thereof; thence North 494.2 feet to an Iron pipe monument thence North 89° 49' East, 1304.5 feet; thence South 740.4 feet to a point on the Northerly line of said 130.94 Acre Tract; thence North 79° 29 ½' West, 1326.7 feet to the point of beginning.

PARCEL FOUR:

Commencing at the Southeasterly corner of the Tract hereinabove described; thence North 740.4 feet to the Northeast corner of said Tract; thence North 89° 49' East, 33 feet to a point; thence South 746.8 feet to the Northerly line of that certain 130.94 Acre Tract hereinabove referred to; thence North 79° 29 ½' West 33.56 feet along the Northerly line of said last mentioned Tract to the point of commencement.

EXCEPTING from Parcels One and Two above the portion described as follows:

Being a portion of the first Tract of the first Parcel of the lands of David E. Heinman, et al, as described in the Deed recorded as Document No. 2000057968 of Official Records, Sonoma County Records, and being more particularly described as follows:

Commencing at a mushroomed ¾" iron pipe marking the Southwest corner of said lands of Heinman, et al; thence from said point of commencement and along the Westerly line of said first Parcel North 00° 15′ 10″ West, 120.65 feet (Deed, North) to a ½" iron pipe tagged P.L.S. 3890 being the true point of beginning of the herein described Parcel; thence leaving said Westerly line North 54° 34′ 35″ East, 205.70 feet to a ½" iron pipe tagged P.S. 3890; thence continuing North 54° 34′ 35″ East, 439.41 feet to the Northerly line of said first Parcel as described in that Boundary Line Agreement recorded as Document No. 87058191 of Official Records, Sonoma County Records; thence along said Northerly line South 89° 57′ 35″ West 527.34 feet (Deed South 89° 49′ West) to the Northwest corner of said first Parcel; thence along the Westerly line of said first Parcel South 00° 15′ 10″ East, 373.55 feet (Deed South) to the point of beginning.

PARCEL FIVE:

Being a portion of the second Tract of Parcel One of the lands of David E. Heinman, et al, as described in the Deed recorded in Document No. 2000057968 of Official Records, Sonoma County Records, also being a portion of Lot 1 of Parcel Map No. 7631A, filed in Book 399 of Official Records, at Pages 1 to 4, Sonoma County Records, and being more particularly described as follows:

Commencing at a mushroomed ¾" Iron pipe marking the common Southerly corner of Lot 1 of said Parcel Map and the Southwest corner of the first Parcel of the first Tract of aforementioned lands of Heinman, et al, thence from said point of commencement and along the common line of Heinman and Heinman, North 00° 15′ 10″ West 120.65 feet to a ½" iron pipe tagged P.L.S. 3890; thence leaving said common line North 54° 34′ 35″ East, 205.70 feet to a ½" iron pipe tagged P.L.S. 3890; thence continuing North 54° 34′ 35″ East, 439.41 feet to the aforementioned common line of Heinman and Heinman being the same as the Boundary Line Agreement recorded as Document No. 87058191 of Official Records, Sonoma County Records and being the true point of beginning of the herein described Parcel; thence leaving said common line North 54° 34′ 35″ East, 272.29 feet to a ½" iron pipe tagged P.L.S. 3890, set on the Southwesterly side of a small ridge; thence continuing North 54° 34′ 35″ East, 86.46 feet to a ½" iron pipe tagged P.L.S. 3890; thence continuing North 54° 34′ 35″ East, 58.76 feet to a ½" iron pipe tagged P.L.S. 3890; thence South 63° 02′ 25″ East, 292.11 feet to a ½" iron pipe tagged P.L.S. 3890; thence continuing South 63° 02′ 25″ East, 240.41 feet to a fence post being on the aforementioned common line of Heinman

and Heinman and the aforementioned Boundary Line Agreement; thence along said line South 89° 57′ 35″ West, 814.87 feet to the point of beginning.

PARCEL SIX:

An easement for road and public utility purposes 40 feet in width lying Northerly of and adjacent to the following described line:

Beginning at an iron pipe monument driven on the Northerly line of that certain 130.94 acre tract of land shown and designated upon the Map of Survey for Heirs of Hollis Hitchcock, in Tract No. 1, Rancho Estero Americano, said Plat being on file in Book 16 of Maps, Page 12, Sonoma County Records, and distance South 79° 26 ½' East, 948.0 feet from the Northwesterly corner thereof; thence returning along said line North 79° 29 ½' East, 948 feet, more or less, to the East line of the County Road.

PARCEL SEVEN:

Lot 1, as numbered and designated upon Parcel Map No. 7631A, filed in the Office of the County Recorder on June 18, 1981, in Book 399 of Maps, Page(s) 1 through 4, Sonoma County Records.

Excepting therefrom the Following described Property:

Being a portion of the second Tract of parcel One of the Lands of David E. Heinman, et al as described in the Deed Recorded in Document No. 2000-57968 of Official Records, Sonoma County Records, also being a portion of Lot 1 of Parcel map no. 7631A, file din Book 399 of Official Records, at Pages 1 to 4, Sonoma County Records, and being more particularly describe as follows:

Commencing at a Mushroomed 34" Iron Pipe Marking the Common Southerly corner of Lot 1 of said Parcel Map and the Southwest corner of the First Parcel of the Commencement and along the common lands of Heinman, et al, thence from said point of commencement and along the Common line of Heinman and Heinmand North 00° 15′ 10" West, 120.65 feet to a 1/2" Iron Pipe tagged P.L.S. 3890; thence leaving said common line, North 54° 34' 35" East 305.70 feet to a 1/2" Iron Pipe tagged P.L.S. 3890; thence continuing North 54° 34' 35" East, 439.41 feet to the aforementioned Common Line of Heinman and Heinman being the same as the Boundary line agreement recorded as Document No. 87-58191 of Official Records, Sonoma County Records, and being the True Point of Beginning of the herein described Parcel; thence leaving said Common line, North 54° 34′ 35" East, 272.29 feet to a 1/2" Iron pipe tagged P.L.S. 3890, set on the Southwesterly side of a small ridge; thence continuing North 54° 34' 35" East, 86.46 feet to a 1/2" Iron pipe tagged P.L.S. 3890 Set on the Northeasterly side of said ridge; thence continuing North 54° 34' 35" East, 58.76 feet to a 1/2' Iron Pipe tagged P.L.S. 3890; thence South 63° 02' 25" East, 292.11 feet to a 1/2" Iron Pipe tagged P.L.S. 3890; thence continuing South 63° 02' 25" East, 240.41 feet to a fence post being on the aforementioned Common Line of Heinman and Heinman and the aforementioned boundary line agreement; thence along said line, South 89° 57' 35" West, 814.87 feet to the point of beginning.

PARCEL EIGHT:

Being a portion of the first Tract of the first Parcel of the Lands of David E. Helnman, et al as described in that Deed recorded as Document No. 2000-57968 of Official Records, Sonoma County Records and being more particularly described as follows:

Commencing at a Mushroom ¾" Iron Pipe marking the Southwest corner of said Lands of Helnman, et al; thence from said point of commencement and along the Westerly line of said First Parcel North 00° 15′ 10″ West, 120.65 feet (Deed, North) to a ½" Iron Pipe Tagged P.L.S. 3890 being the true point of beginning of the herein described Parcel; thence leaving said Westerly line North 54° 34′ 35″ East, 205.70 feet to a ½" Iron pipe tagged P.L.S. 3890; thence continuing North 54° 34′ 35″ East, 439.41 feet to the Northerly line of said first Parcel as described in that Sonoma County Records; thence along said Northerly line South 89° 57′ 35″ West, 527.34 feet (Deed South 89° 49′ West) to the Northwest corner of said first Parcel; thence along the Westerly line of said first Parcel South 00° 15′ 10″ East, 373.55 feet (Deed South) to the point of beginning.

Said legal description is made pursuant to that certain "VM 09-0008 Notice Of Voluntary Merger", recorded May 5, 2009 as Instrument No. 2009-054556 of Official Records.

APN: 103-010-037-000

EXHIBIT "B"

LAND CONSERVATION PLAN

This Land Conservation Plan is made by and between Ronald M. Albini and Linda S. Albini, husband and wife, Joint Tenants, as to an undivided 50% interest, and Wesley E. Albini, a single man, as to an undivided 50% interest ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is hereby incorporated by reference into the Land Conservation Contract to which it is attached as though fully set forth therein ("Contract").

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

2. DEFINITIONS.

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

identified acreage and location at all times during the term of the Contract and any extensions thereof. Any proposed change to a designated use, acreage, and/or location, requires amendment of this Land Conservation Plan.

Designated Use	Acreage	Location
PRIME AGRICULTURAL USE(S):	0± acres	See Site Plan
NON-PRIME AGRICULTURAL USE(S):	390± acres	See Site Plan
COMPATIBLE USE(S):	$0.53\pm$ acres	See Site Plan
UNDESIGNATED AREA:	$5.11\pm$ acres	See Site Plan
TOTAL:	395.64 acres	

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

5. AMENDMENT TO LAND CONSERVATION PLAN.

- a. Any change to the acreage or location of the designated uses described in paragraph 3, above, requires written amendment to this Land Conservation Plan, consistent with the Land Conservation Contract, Uniform Rules, and Land Conservation Act, as they now exist or as they may be amended from time to time.
- b. Owner(s), or Owner(s) predecessor(s) in interest, may apply to the Permit and Resource Management Department (PRMD) for an amendment of this Land Conservation Plan. With the approval of the Director of PRMD, Owner(s) or Owner(s)' predecessor in interest may designate an agent to file an application for amendment of this Land Conservation Plan on their behalf.
- c. The Board of Supervisors, or its designee, shall consider and decide all requests to amend this Land Conservation Plan.

- d. All amendments to this Land Conservation Plan are deemed automatically incorporated into the Land Conservation Contract to which it applies, upon approval by the Board of Supervisors or its designee, and upon recordation of the executed amendment with the Sonoma County Recorder's Office.
- e. For purposes of property tax assessment, any amendment to the Land Conservation Plan or Land Conservation Contract will be recognized by the Sonoma County Assessor's Office on the January 1st lien date of the year following the year in which the amendment is recorded, consistent with Revenue and Taxation Code sec. 430.5.
- 6. BREACH. Failure to conform to this Land Conservation Plan is a breach of the Land Conservation Contract to which it is attached and incorporated by reference.

AGREEMENT AND STATEMENT BY OWNER(S):

Deputy Clerk of the Board

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

Ronald M. Albini and Linda S. Albini, husband and wife, Joint Tenants, as to an undivided 50% interest, and Wesley E. Albini, a single man, as to an undivided 50% interest.

x Royald M. allin	i Print Name: RONALO M. Albini Date: 115-2025
Xndas alkn	Print Name: Linda S. Albini Date: 11-52
x lu-En-	Print Name: Wesley E. Albin Date: 11-5-2025
NOTE: Acknowledgments	must be attached.
COUNTY OF SONOMA:	-County Use Only or DESIGNEE OF BOARD OF SUPERVISORS
Approved on	, 2025
ATTEST:	COUNTY OF SONOMA
By: Noelle Francis	By: Lynda Hopkins

Chair, Board of Supervisors

NOTE: Acknowledgments must be attached.

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State of California County of
On November 5,285 before me, Anyshal A Lilleshen, Notary Public, (insert name and title of the officer)
personally appeared <u>Remoder</u> , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Chrystal A Eikeshen COMM# 2437885 NOTARY PUBLIC—CALIFORNIA &
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On November 5, 2025 before me Maskel of the officer) before me has before me and title of the officer)
personally appeared Linda S Albin, , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Chrystal A Elkeshen COMM# 2437885 NOTARY PUBLIC—CALIFORNIA Sonoma County NY COVIII. EXPIRES 2/11/2027
Signature MUSAM MUSAM (Seal)

validity of that document.
State of California County of Sonomo
On Movember 5, 2015 before me Myskal A Zillas Len, Notary Public, (Insert name and title of the officer)
personally appeared Lestey E. Albinion, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Chrystal A Elkeshen COMM# 2437885 ROTARY PUBBIC—CALIFORNIA OF Sonoma County No COMM. EXPIRES 2/11/2027
Signature JULI SULLIN (Seal)

