

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors
Sonoma County Agricultural Preservation
and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

Recorded by government agency - Exempt from recording fees per Gov. Code §§ 27383, 27388.1, 27388.2
Interest acquired by government agency - Exempt from documentary transfer tax per Rev. & Tax. Code § 11922

**SECOND AMENDMENT TO DEED AND AGREEMENT
BY AND BETWEEN
THE MARIA HANSEN TRUST
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
AMENDING, RESTATING AND CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS**

The Maria Hansen Trust ("GRANTOR") and the Sonoma County Agricultural Preservation and Open Space Preservation District ("DISTRICT") agree as follows:

RECITALS

1. GRANTOR is the owner in fee simple of that certain real property containing approximately 222.74 acres located in Sonoma County (APN 054-100-012), and more particularly described in Exhibit "A-1", attached hereto and incorporated herein by this reference (the "Entire Property"). This Easement protects a 211.23-acre portion of the Entire Property, as more particularly described in Exhibit "A" (the "Property"), attached hereto and made a part of the Agreement by reference.

2. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to preserve agriculture and open space by acquiring interests in appropriate properties from willing sellers in order to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 *et seq.* and by the open space elements of their respective general plans. In order to accomplish that purpose, DISTRICT

entered into a contract with the Sonoma County Open Space Authority whereby in consideration of that entity financing DISTRICT'S acquisitions, DISTRICT agreed to and did adopt an Acquisition Program that was in conformance with the Authority's Expenditure Plan.

3. On January 9, 1997, the Authority in its Resolution Numbered 97-002 determined pursuant to Government Code section 65402 and Sonoma County Ordinance No. 4336 that the acquisition of a conservation easement over the Property was consistent with the 1989 Sonoma County General Plan (specifically the Plan's Agricultural Resources and Open Space elements) because the Property is within a designated scenic landscape unit which serves as a visual backdrop to the Sonoma Valley and includes oak woodland, madrone and other biotic resources. On May 8, 1997 in its Resolution Numbered 97- 015, the Authority determined that the acquisition of a conservation easement over the Property was consistent with its Expenditure Plan.

4. In accordance with the Authority's findings, GRANTOR's predecessor in interest (the McCrea Family) and the DISTRICT entered into a conservation easement agreement dated May 8, 1997 and recorded on July 23, 1997 by the Sonoma County Recorder as instrument number 1997 00623215 ("Original Easement"). The Original Easement protected the Property as well as two other parcels. However, in 2010, these other parcels were removed from the Original Easement pursuant to the terms and conditions of a Settlement Agreement dated December 27, 2005 entered into by, between, and among the County of Sonoma; the Maria Hansen Trust; the DISTRICT; the Bay Area Ridge Trail Council; LandPaths; and William Taylor, as Trustee of the Maria Hansen Trust ("Settlement Agreement"), and that certain First Amendment to Conservation Easement, recorded on April 30, 2010, as Instrument No. 2010036112, ("First Amendment"), the provisions of which run with the land to bind all successive owners of the Property. The Original Easement, as amended by the First Amendment thereto, shall be referred to as the "Amended Easement.")

5. The Property encumbered by this Easement is a portion of a larger legal parcel that was to be subdivided pursuant to a subdivision application, in accordance with the terms and conditions of the Settlement Agreement. GRANTOR applied for this subdivision and obtained a conditional approval via a tentative subdivision map from the Sonoma County Board of Supervisors on September 15, 2009. However, the tentative subdivision map lapsed with the passage of time.

6. The parties recognize that the expiration of the subdivision application has resulted in ambiguities in the interpretation and administration of the Amended Easement. This Agreement restates and supersedes the Amended Easement. In conformance with applicable laws, this Agreement does not release any of the restrictions embodied in the Amended Easement.

7. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this

Agreement.

8. The Amended Easement is hereby restated and superseded as follows.

AGREEMENT

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. **Purpose.** It is the purpose of this Easement to preserve the open space, natural, and scenic values of the Property, and each of them, and to prevent any uses of the Property that will significantly impair or interfere with those values. This purpose, as further defined by the provisions of this Easement, is generally referred to collectively herein as "the conservation purpose of this Easement."

3. **GRANTOR's Use of the Property.** GRANTOR intends that this Easement will confine the uses of the Property as described herein. Examples of uses and practices regarding the Property which are consistent with the conservation purpose of this Easement, and which are hereby expressly permitted, are set forth in Amended Exhibit “B”, attached hereto and incorporated herein by this reference. Examples of uses and practices regarding the Property which are inconsistent with the conservation purpose of this Easement, and which are hereby expressly forbidden, are set forth in Amended Exhibit “C”, attached hereto and incorporated herein by this reference. The uses and practices set forth in both Amended Exhibits "B" and "C" are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities and to provide guidance in determining the consistency of other activities with the conservation purpose of this Easement.

4. **Project Structure Map and Easement-Designation Areas.** This Easement identifies and designates several types of geographically specific areas of the Property within which particular uses may be permitted, or within which particular restrictions on use may apply (the “Easement Designation Areas”). These Easement Designation Areas are sized and located as depicted on the Project Structure Map attached hereto as **Exhibit “D”** and incorporated herein by this reference. The specific locations of the Easement Designation Areas are described more particularly in **Exhibit “A-2”** (Legal Descriptions of Easement Designation Areas) attached hereto and incorporated herein by this reference. In the event that a conflict is found between the

descriptions of the Easement Designation Areas in **Exhibit “D”** and **Exhibit “A-2”** of this Easement, **Exhibit “A-2”** shall prevail. The Easement Designation Areas are further described as follows:

A. *Building Envelope*. There are two (2) alternative building envelopes depicted on the Project Structure Map. With prior approval from DISTRICT, GRANTOR may designate one of the two alternative building envelopes depicted on the Project Structure Map. Once the designated Building Envelope is approved by DISTRICT, the other alternative building envelope will be retired and that land will remain subject to the permissions and restrictions described in Amended Exhibits “B” and “C” as to those portions of the Property below the 810-foot contour line and not within a designated building envelope. Permissions and restrictions specific to the Personal Agricultural Area are not affected by the selection of an alternative building envelope.

B. *Personal Agricultural Area*. The “Personal Agricultural Area” consists of a ##-acre area within which this Easement permits certain personal (non-commercial) agricultural uses and structures, as further described in Paragraph 3 of **Amended Exhibit “B”**.

C. *DA Zoning Agricultural Area*. The “DA Zoning Agricultural Area” consists of a ##-acre area within which this Easement permits specified personal and commercial agricultural uses and structures, as further described in Paragraph 3 of **Amended Exhibit “B”**.

5. **Affirmative Rights of DISTRICT**. Subject to the conditions and rights expressly reserved in this Easement, including but not limited to the provisions of Paragraph 7(B), the affirmative rights conveyed to DISTRICT are the following:

A. To identify, to preserve, and to protect in perpetuity the open space, natural, scenic and agricultural values of the Property.

B. DISTRICT shall have the right to use, sell, or otherwise benefit from the development rights assigned to it by this Easement in accordance with applicable law.

C. To enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current uses and practices thereon and the baseline condition thereof (in cooperation with GRANTOR), and (ii) monitoring the uses and practices regarding the Property to determine whether they are consistent with this Easement. Such entry shall be permitted at least once a year at reasonable times, upon 24 hours' prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with the proper uses and practices regarding the Property. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Paragraph 5(C), but not necessarily limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT's General Manager have a reasonable belief that GRANTOR is in breach of this Easement. DISTRICT shall have the right, upon the giving of 24 hours' notice, at any time, to enter

the Property for the purposes of determining if such breach has occurred. The rights of entry provided by this Paragraph 5(C). shall extend to the employees, agents, and consultants of DISTRICT.

GRANTOR retains no development rights in the Property that are not expressly reserved to GRANTOR by this Easement. GRANTOR recognizes that all development rights expressly reserved remain subject to other land use laws and regulations that are not limited by this Easement.

6. **Approval Procedure and Criteria.** GRANTOR agrees to notify DISTRICT in writing before exercising any right not expressly described in **Exhibit "B"** as a permitted use, the exercise of which may constitute a breach of this Agreement. Further, any act, enterprise, or activity proposed to be done or undertaken by GRANTOR which requires the prior approval of DISTRICT pursuant to the express provisions of **Exhibits "B" or "C"** hereof shall be commenced only after satisfaction of the notice and approval conditions of this Paragraph 5.

A. *GRANTOR's Written Notice.* Prior to the commencement of any activity, use, or enterprise requiring DISTRICT's approval, GRANTOR shall send DISTRICT written notice of GRANTOR's intention to commence or undertake such activity, use, or enterprise. Said notice shall inform DISTRICT of all relevant aspects of such proposed activity, use, or enterprise including, but not limited to, the nature, siting, size, capacity, and number of similar and dissimilar structures, improvements, facilities, uses, or enterprises.

B. *DISTRICT's Response.* DISTRICT shall have forty-five (45) days from the mailing of such notice, as indicated by the registered or certified return receipt, to review the proposed activity, use, or enterprise, and to notify GRANTOR of any objection thereto. Such objection, if any, shall be based upon DISTRICT's opinion that the proposed activity is inconsistent with the conservation purpose of this Easement or that the notice is incomplete or inaccurate. If, in DISTRICT's judgment, the proposed activity, use or enterprise would not be consistent with the conservation purpose of this Easement, said notice shall inform GRANTOR of the reasons for the DISTRICT's objection. Except as provided in subparagraph C. of this Paragraph 6, only upon DISTRICT's express written approval, given by DISTRICT's General Manager, may the proposed activity, use, or enterprise be commenced and/or conducted, and only in the manner explicitly represented by GRANTOR and approved by DISTRICT.

C. *DISTRICT's Failure to Respond.* Should DISTRICT fail to post its response to GRANTOR's notice within forty-five (45) days of the mailing of said notice, GRANTOR shall send a second notice by registered or certified mail. Should DISTRICT fail to respond to said second notice within ten (10) days of the mailing thereof, GRANTOR may commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's notice. Regardless of the outcome of such action, GRANTOR's costs of suit, including attorneys' fees, shall be borne by DISTRICT, provided that the court finds that DISTRICT's General Manager actually received both the first and second notices.

7. Costs and liabilities Related to the Property.

A. GRANTOR 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 and assessments levied by competent authority on the Property. GRANTOR shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. DISTRICT shall have no responsibility whatever 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. 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. Without limiting the foregoing, other than is provided in Paragraph 6 (C), DISTRICT shall not be liable to GRANTOR or any other person or entity in connection with consents given or withheld hereunder, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against GRANTOR or any other person or entity, except as such claim, liability, damage, or expense is the result of DISTRICT's negligence, gross negligence, or intentional misconduct.

B. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that (1) it creates in DISTRICT the obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq. and hereinafter "CERCLA") or (2) it creates in DISTRICT the obligations or liabilities of a person described in 42 United States Code section 9607(a)(3), or (3) DISTRICT has the right to investigate and remediate any hazardous materials, as defined below, associated with the Property, or (4) DISTRICT has any control over GRANTOR's ability to investigate and remediate any hazardous materials associated with the Property. GRANTOR represents, warrants, and covenants to DISTRICT that GRANTOR's use of the Property shall comply with all environmental laws as that phrase is defined below.

For the purposes of this Easement:

i. The term "hazardous materials" includes, without limitation, 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 this date.

ii. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous materials.

8. Indemnities.

A. *GRANTOR's Indemnity.* GRANTOR shall hold harmless, indemnify, and defend DISTRICT from and against 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 property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, except as such damage, liability, claim, or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT (it being the intent of this provision to limit GRANTOR's indemnity to the proportionate part of DISTRICT's damage, liability, claim, or expense for which GRANTOR is responsible); and (ii) the obligations specified in Paragraph 7. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this subparagraph 8(A). shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICTS written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall be in GRANTOR's sole discretion.

B. *DISTRICT's Indemnity.* DISTRICT shall hold harmless, indemnify, and defend GRANTOR from and against all damages, liabilities, claims, and expenses, including reasonable attorneys' fees, arising from or in any way connected with 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 and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR (it being the intent of this provision to limit DISTRICT's indemnity to the proportionate part of GRANTOR's damage, liability, claim or expense for which DISTRICT is responsible). In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this subparagraph B shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall be in DISTRICT's sole discretion. DISTRICT hereby also agrees to hold harmless,

indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer of DISTRICT, except to the extent that such injury is attributable to the negligence, intentional act or willful misconduct of GRANTOR.

9. **Public Access to the Property.** Nothing contained in this Easement shall be construed as granting, permitting, or affording the public access to any portion of 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 for a reasonable manner and is consistent with the conservation purpose of this Easement.

10. **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 meets the conservation purpose of this Easement and the public policy goals referenced in the recitals. It is the intention of the parties that any interpretation or construction shall promote the conservation purpose of this Easement. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and 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.

11. **Baseline Documentation for Enforcement.** DISTRICT acknowledges by acquisition of the rights granted and assigned by this Easement that the present natural resource management uses of the Property are consistent with the conservation purpose of this Easement. In order to establish the condition of the Property's protected values at the time the Original Easement was recorded, DISTRICT prepared Baseline Documentation, which is maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The parties to the Original Easement agreed that the Baseline Documentation provides an accurate representation of the Property at the time of the original execution and recordation of this Easement. DISTRICT shall provide GRANTOR, free of charge, one complete copy of all of the Baseline Documentation promptly upon request. GRANTOR and DISTRICT recognize that changes in economic conditions, in agricultural technologies, in locally accepted agricultural management practices, in natural resource management practices, and in the situation of GRANTOR may dictate an evolution of agricultural and natural resources management of the Property consistent with the conservation purpose of this Easement.

12. **Remedies for Breach.**

A. *DISTRICT's Remedies.* In the event of a violation or threatened violation of any term, condition, covenant, or restriction contained in this Easement, DISTRICT may, following

notice to GRANTOR, which notice shall contain a reasonable and specific cure period, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. In the alternative, DISTRICT may, with the consent of GRANTOR, commence a proceeding in arbitration under Paragraph 14 of this Easement. The notice shall be a general written notification of the condition claimed by the DISTRICT to be a violation that is either mailed or delivered by DISTRICT to GRANTOR. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to any natural conditions of the Property protected by this Easement, DISTRICT may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. DISTRICT's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and 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 the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief, including damages, to which DISTRICT may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

B. *DISTRICT's Discretion.* Enforcement of the terms of this Easement shall be at the discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any breach of any term of this Easement by GRANTOR shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent breach 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 term, condition, covenant, or purpose of this Easement in the future.

C. *Liquidated Damages.* Inasmuch as the actual damages which would result from the loss of the values associated with the conservation purpose of this Easement and caused by its breach by GRANTOR are uncertain and would be impractical or extremely difficult to measure, the parties agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

(i) for an improvement prohibited by this Easement, an amount equal to the product of (A) the market value of the improvement, (B) the length of time that the improvement exists on the Property, and (C) the then current interest rate for post judgment interest; and

(ii) for a change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the change in use; and

(iii) for a change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (A) the cost of restoration, as set forth in a written estimate by a qualified person

selected by DISTRICT, (B) the length of time that the prohibited use continues, and (C) the then current interest rate for post judgment interest.

D. *GRANTOR's Compliance.* If DISTRICT, in the notice to GRANTOR , demands that GRANTOR remove an improvement, discontinue a use, or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. In the event of such full and timely compliance, DISTRICT shall not be entitled to damages for the breach specified in the notice. In the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, in which GRANTOR prevails, then GRANTOR shall be entitled to economic damages, provided that neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

E. *Remedies Nonexclusive.* The remedies set forth in this Paragraph 12 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 law.

13. **Acts Beyond GRANTOR's Control.** 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, without limitation, fire, flood, storms, and earth movement, 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.

14. **Arbitration.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the conservation purpose of this Easement, or any other dispute arising under this Easement, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with the use or activity pending resolution of the dispute, and upon the agreement of the parties to proceed to arbitration, within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired Federal District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with sections 1280, et seq. of the California Code of Civil Procedure or any successor statute then in effect. The arbitration shall be determined in accordance with said statute, with the conservation purpose of this Easement, and all relevant provisions of this Easement, and the

applicable laws of the State of California, as the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrators but excluding attorneys' fees, which shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

15. Extinguishment: DISTRICT's Entitlement to Proceeds.

A. *Extinguishment.* Subject to the requirements and limitations of California Public Resources Code section 5540, if circumstances arise in the future which 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, and 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 subsequent to such termination or extinguishment shall be determined, unless otherwise provided by California law at the time, in accordance with subparagraph B. of this Paragraph 15. DISTRICT shall use any such proceeds in a manner consistent with the purposes for which DISTRICT was created.

B. *Compensation.* This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this subparagraph B, the parties stipulate that this Easement shall have a fair market value determined by multiplying (i) the fair market value of the Property unencumbered by the Easement (minus any increase in value attributable to improvements made after the date of this Easement) by (ii) the ratio of the value of the Easement at the time of this grant to the value of the Property, unencumbered by the Easement, at the time of the grant. The values at the time of this grant shall be those values established by GRANTOR's qualified appraisal (pursuant to Treasury regulations § 170A13) for federal income tax purposes. The ratio established by this subparagraph B. shall remain constant, and on a subsequent sale, exchange, or involuntary conversion of all or any portion of the Property, pursuant to the provisions of subparagraph A of this Paragraph 15, DISTRICT shall be entitled to a portion of the proceeds equal to such proceeds (minus any portion attributable to improvements made after the date of this grant) multiplied by the ratio established by this subparagraph B. In the event of extinguishment of the Easement by sale to GRANTOR (subject to the extinguishment provisions of subparagraph A of this Paragraph 15, DISTRICT shall be entitled to receive an amount equal to the fair market value of the Property at the time of such sale (minus such amount as is attributable to improvements made after the date of this grant), as established by independent appraisal, multiplied by the ratio established by this subparagraph B.

C. *Eminent domain.* Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, either GRANTOR or DISTRICT (or both, on such conditions as they shall

then agree upon) may commence appropriate actions to recover the full value of the Property (or portion thereof) taken and all incidental or direct damages resulting from such taking. Any expense incurred by GRANTOR or DISTRICT in any such action shall be first 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 subparagraph B of this Paragraph 15.

16. **Agreement to Bind Successors.** The conservation easement herein granted, and the assignment of development rights 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 but not limited to purchasers at tax sales, and assigns forever. The parties intend that this Easement shall benefit and burden, as the case may be, to the respective successors, assigns, heirs, executors, administrators, agents, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California, including, *inter alia*, Civil Code sections 815-816.

17. **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, but not limited to, a leasehold interest) is conveyed, that GRANTOR will attach a copy of this Easement to any such instrument, and that GRANTOR will notify DISTRICT in writing ten (10) 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 Paragraph 16 of this Easement.

18. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To GRANTOR	Maria Hansen Trust c/o Les Perry Perry, Johnson, Anderson, Miller & Moskowitz 438 1 st Street Santa Rosa, CA 95401
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 either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed or, in the event there is no such date shown on the postmark, then the day following the date of mailing shown on DISTRICTS written declaration of mailing, which writing shall have been executed by a DISTRICT officer or employee.

19. **Successors and Assigns.** The terms GRANTOR and DISTRICT wherever used herein, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its, personal representatives, lessees, executors, successors, and assigns, including any person claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

20. **Integration.** 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 20.

21. **Estoppel Certificates.** DISTRICT shall, at any time during the existence of the Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that Easement is unmodified and in full force and effect (or, if modified, stating the nature of such modification) 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.

22. **Exhibit "A" to the Easement Agreement.** Exhibit "A" to the First Amendment (the "Property" encumbered by this Easement) is hereby re-attached and incorporated herein as **Exhibit "A"**. **Exhibit "A-1"**, describing the entire parcel that is encumbered only in part by this Easement as to the portion described in Exhibit A, is hereby attached and incorporated herein.

A. Consistent with Paragraph 5 of **Amended Exhibit "C"**, DISTRICT consents to subdivision of the land described in **Exhibit "A-1"** along the boundary between the encumbered and unencumbered portions so as to create 2 separate legal parcels with a common boundary contiguous with the boundary of this Easement (which boundary is described in **Exhibit "A"**).

23. **Exhibit "B" to the Easement Agreement.** Exhibit "B" to the Amended Easement, entitled "Permitted Uses and Practices" is hereby amended to read as set forth in **Amended Exhibit "B"** hereto and incorporated herein by this reference.

24. **Exhibit "C" to this Easement Agreement.** Exhibit "C" to the Amended Easement, entitled "Prohibited Uses and Practices" is hereby amended to read as set forth in **Amended Exhibit "C"** hereto and incorporated herein by this reference.

25. **Exhibit "D" to the Easement Agreement.** Exhibit "D" to the First Amendment (Settlement Agreement) is expressly deleted and shall have no further force or effect on the operation of this Easement. Exhibit "D" to this Easement, entitled "Project Structure Map" is hereby attached and incorporated herein.

The Effective Date of this Second Amendment is _____, 2024. IN WITNESS WHEREOF, GRANTOR AND DISTRICT have executed this Second Amendment on _____, 2024.

GRANTOR

CASEY FRANK,
Trustee of the Maria Hansen Trust

DISTRICT

President of the Board of Directors

ATTEST

County Clerk and ex-officio Clerk of the
Board of Directors

Exhibit "A"
Property

Lying within the State of California, County of Sonoma and being a portion of the Lands of William D. Taylor Trustee of the Maria Hansen Trust, as described in Document No. 2001-074586, Official Records of the County of Sonoma, said portion more particularly described as follows:

COMMENCING at the most southerly corner of said lands, also being a point on the boundary line established in a boundary line agreement recorded in Document No. 1997-0063212 Official Records of the County of Sonoma, and conveyed by individual quitclaim deed recorded in Document No. 1997-0063213 Official Records of the County of Sonoma, said point being monumented by a 3/4" iron pipe tagged LS4760; thence along the southerly boundary line of said lands N66°12'45"E 298.54 feet to a 1/2" rebar tagged LS7362 being the POINT OF BEGINNING of the lands described herein; thence continuing along the southerly boundary line of said lands N66°12'45"E 4374.88 feet to an angle point marked by 1/2" iron pipe tagged LS7362; thence along the easterly boundary line of said lands N01°22'32"E 535.10 feet to a 1/2" iron pipe tagged LS7362; thence N70°59'31"W 106.29 feet to a 1/2" iron pipe tagged LS7362; thence N02°03'50"E 111.53 feet to a 1/2" iron pipe tagged LS7362; thence N43°21'15"W 347.33 feet to an angle point in the northerly boundary of said land, marked by 1/2" iron pipe tagged LS7362; thence along the northerly boundaries of said lands the following bearings and distances:

- 1) S76°14'06"W 145.80 feet to a 1/2" iron pipe, no tag;
- 2) N05°32'13"W 91.92 feet to a 1/2" iron pipe, no tag;
- 3) N63°25'52"W 143.38 feet;
- 4) N80°20'52"W 206.70 feet;
- 5) S89°39'08"W 168.58 feet to a 3/4" iron pipe, no tag;
- 6) S70°56'08"W 184.90 feet to a 3/4" iron pipe, no tag;
- 7) S53°25'08"W 133.83 feet;
- 8) N88°09'52"W 248.70 feet;
- 9) N53°58'52"W 63.24 feet to a 1/2" iron pipe tagged LS7362;
- 10) N53°58'52"W 20.01 feet;
- 11) N37°38'08"W 149.46 feet;
- 12) N56°29'05"W 20.05 feet to a 1/2" iron pipe tagged LS7362;
- 13) N56°29'05"W 675.86 feet to a 1/2" iron pipe tagged LS7362;
- 14) S66°49'04"W 3446.88 feet to a 1/2" rebar tagged LS7362;

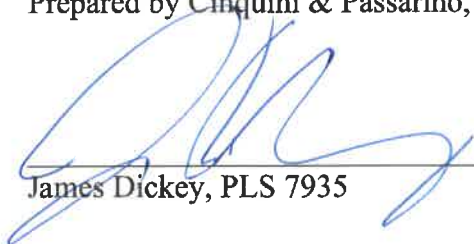
Thence leaving said northerly boundaries S14°07'25"W 257.21 feet to a 1/2" rebar tagged LS7362; thence N85°15'53"E 166.68 feet to a 1/2" rebar tagged LS7362; thence S16°16'16"E 187.93 feet to a 1/2" rebar tagged LS7362; thence N77°43'15"E 104.56 feet to a 1/2" rebar tagged LS7362; thence N76°10'43"E 142.64 feet to a 1/2" rebar tagged LS7362; thence S55°37'05"E 119.96 feet to a 1/2" rebar tagged LS7362; thence S18°50'15"E 97.83 feet to a 1/2" rebar tagged LS7362; thence S14°10'52"W 60.98 feet to a 1/2" rebar tagged LS7362; thence S39°42'37"E 113.78 feet to a 1/2" rebar tagged


LS7362; thence S23°20'50"E 225.53 feet to a 1/2" rebar tagged LS7362; thence S41°18'41"E 57.05 feet to a 1/2" rebar tagged LS7362; thence S75°36'09"E 146.73 feet to a 1/2" rebar tagged LS7362; thence S44°32'29"E 41.76 feet to a 1/2" rebar tagged LS7362; thence S03°48'06"E 85.73 feet to a 1/2" rebar tagged LS7362; thence S22°15'41"E 314.78 feet to a 1/2" rebar tagged LS7362; thence S36°46'34"W 77.07 feet to a 1/2" rebar tagged LS7362; thence S05°22'34"W 55.90 feet to a 1/2" rebar tagged LS7362; thence S02°48'33"E 92.62 feet to a 1/2" rebar tagged LS7362; thence S19°51'03"E 87.39 feet to a 1/2" rebar tagged LS 7362; thence S30°38'14"E 85.60 feet to a 1/2" rebar tagged LS7362; thence S37°57'45"E 82.66 feet to a 1/2" rebar tagged LS7362; thence S48°16'07"E 119.58 feet to a 1/2" rebar tagged LS7362; thence S48°22'39"E 67.71 feet to the POINT OF BEGINNING.

Containing 211.23 acres, more or less.

The Basis of Bearings for this description is based on the Record of Survey, filed at Book 725 of Maps at Page 39 through 41, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


James Dickey, PLS 7935



Date 6/27/24

Exhibit "A-1"
Entire Property

Lying within the State of California, County of Sonoma and being a portion of the Lands of William D. Taylor Trustee of the Maria Hansen Trust, as described in Document No. 2001-074586, Official Records of the County of Sonoma, said portion more particularly described as follows:

COMMENCING at the most southerly corner of said lands, also being a point on the boundary line established in a boundary line agreement recorded in Document No. 1997-0063212 Official Records of the County of Sonoma, and conveyed by individual quitclaim deed recorded in Document No. 1997-0063213 Official Records of the County of Sonoma, said point being monumented by a 3/4" iron pipe tagged LS4760; thence along the southerly boundary line of said lands N66°12'45"E 298.54 feet to a 1/2" rebar tagged LS7362 being the POINT OF BEGINNING of the lands described herein; thence continuing along the southerly boundary line of said lands N66°12'45"E 4374.88 feet to an angle point marked by 1/2" iron pipe tagged LS7362; thence along the easterly boundary line of said lands N01°22'32"E 535.10 feet to a 1/2" iron pipe tagged LS7362; thence N70°59'31"W 106.29 feet to a 1/2" iron pipe tagged LS7362; thence N02°03'50"E 111.53 feet to a 1/2" iron pipe tagged LS7362; thence N43°21'15"W 347.33 feet to an angle point in the northerly boundary of said land, marked by 1/2" iron pipe tagged LS7362; thence along the northerly boundaries of said lands the following bearings and distances:

- 1) S76°14'06"W 145.80 feet to a 1/2" iron pipe, no tag;
- 2) N05°32'13"W 91.92 feet to a 1/2" iron pipe, no tag;
- 3) N63°25'52"W 143.38 feet;
- 4) N80°20'52"W 206.70 feet;
- 5) S89°39'08"W 168.58 feet to a 3/4" iron pipe, no tag;
- 6) S70°56'08"W 184.90 feet to a 3/4" iron pipe, no tag;
- 7) S53°25'08"W 133.83 feet;
- 8) N88°09'52"W 248.70 feet;
- 9) N53°58'52"W 63.24 feet to a 1/2" iron pipe tagged LS7362;
- 10) N53°58'52"W 20.01 feet;
- 11) N37°38'08"W 149.46 feet;
- 12) N56°29'05"W 20.05 feet to a 1/2" iron pipe tagged LS7362;
- 13) N56°29'05"W 675.86 feet to a 1/2" iron pipe tagged LS7362;
- 14) S66°49'04"W 3446.88 feet to a 1/2" rebar tagged LS7362;

Thence leaving said northerly boundaries S14°07'25"W 257.21 feet to a 1/2" rebar tagged LS7362; thence N85°15'53"E 166.68 feet to a 1/2" rebar tagged LS7362; thence S16°16'16"E 187.93 feet to a 1/2" rebar tagged LS7362; thence N77°43'15"E 104.56 feet to a 1/2" rebar tagged LS7362; thence N76°10'43"E 142.64 feet to a 1/2" rebar tagged LS7362; thence S55°37'05"E 119.96 feet to a 1/2" rebar tagged LS7362; thence S18°50'15"E 97.83 feet to a 1/2" rebar tagged LS7362; thence S14°10'52"W 60.98 feet to a 1/2" rebar tagged LS7362; thence S39°42'37"E 113.78 feet to a 1/2" rebar tagged

LS7362; thence S23°20'50"E 225.53 feet to a 1/2" rebar tagged LS7362; thence S41°18'41"E 57.05 feet to a 1/2" rebar tagged LS7362; thence S75°36'09"E 146.73 feet to a 1/2" rebar tagged LS7362; thence S44°32'29"E 41.76 feet to a 1/2" rebar tagged LS7362; thence S03°48'06"E 85.73 feet to a 1/2" rebar tagged LS7362; thence S22°15'41"E 314.78 feet to a 1/2" rebar tagged LS7362; thence S36°46'34"W 77.07 feet to a 1/2" rebar tagged LS7362; thence S05°22'34"W 55.90 feet to a 1/2" rebar tagged LS7362; thence S02°48'33"E 92.62 feet to a 1/2" rebar tagged LS7362; thence S19°51'03"E 87.39 feet to a 1/2" rebar tagged LS 7362; thence S30°38'14"E 85.60 feet to a 1/2" rebar tagged LS7362; thence S37°57'45"E 82.66 feet to a 1/2" rebar tagged LS7362; thence S48°16'07"E 119.58 feet to a 1/2" rebar tagged LS7362; thence S48°22'39"E 67.71 feet to the POINT OF BEGINNING.

Together with the following described portion:

COMMENCING at the most southerly corner of said lands, also being a point on the boundary line established in a boundary line agreement recorded in Document No. 1997-063212 Official Records of the County of Sonoma and conveyed by individual quitclaim deed recorded in Document No. 1997-0063213 Official Records of the County of Sonoma, said point being monumented by a 3/4" iron pipe tagged LS4760; thence along the southerly boundary line of said lands N66°12'45"E 4673.42 feet to an angle point marked by 1/2" iron pipe tagged LS7362; thence along the easterly boundary line of said lands N01°22'32"E 535.10 feet to a 1/2" iron pipe tagged LS7362, being the POINT OF BEGINNING of the lands described herein; thence N70°59'31"W 106.29 feet to a 1/2" iron pipe tagged LS7362; thence N02°03'50"E 111.53 feet to a 1/2" iron pipe tagged LS 7362; thence N43°21'15"W 347.33 feet to an angle point in the northerly boundary of said lands marked by 1/2" iron pipe tagged LS7362; thence along the northerly boundaries of said lands the following bearings and distances:

- 1) N44°23'00"E 169.80 feet;
- 2) N59°16'00"E 135.70 feet;
- 3) N43°33'00"E 192.90 feet;
- 4) N60°11'00"E 207.90 feet;
- 5) N73°10'00"E 100.30 feet;
- 6) N79°34'00"E 142.60 feet to a point in the centerline of Vigilante Road which bears N73°25'32"W 32.90 feet from a 1/2" iron pipe tagged LS5092

Thence along the easterly boundaries of said lands being centerline of Vigilante Road for the following bearings and distances:

- 1) S36°02'59"E 79.54 feet;
- 2) S48°44'48"E 149.95 feet to a point which bears S49°36'36"W 20.21 feet from a 1/2" iron pipe tagged LS5092;
- 3) S32°02'00"E 238.61 feet to a point which bears S67°54'35"W 20.27 feet from a 1/2" iron pipe tagged LS5092;
- 4) S12°04'51"E 198.76 feet;

Thence along the southerly boundaries of said lands for the following bearings and distances:

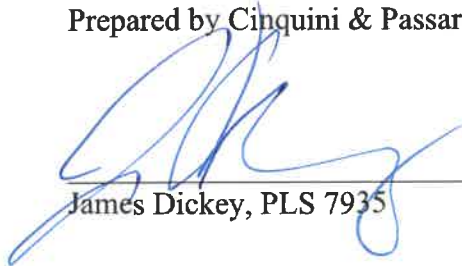
- 1) S86°19'53"W 10.10 feet to a 14" pepperwood tree;
- 2) S86°19'53"W 494.29 feet to a 1/2" iron pipe tagged LS2711;
- 3) S19°33'32"W 32.80 feet;
- 4) S60°54'22"W 94.45 feet to a 1/2" iron pipe tagged LS7362;
- 5) S55°01'22"W 217.98 feet to a 1/2" rebar tagged LS2711;

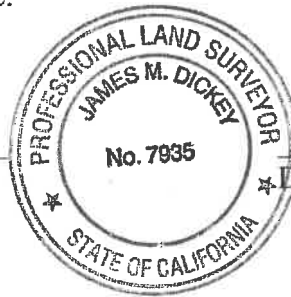
Thence along the easterly boundary of said lands S01°22'32"W 93.52 feet to the POINT OF BEGINNING.

Containing 222.74 acres, more or less.

The Basis of Bearings for this description is based on the Record of Survey, filed at Book 725 of Maps at Page 39 through 41, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.


James Dickey, PLS 7935



6/27/24

Date

EXHIBIT 'A-2'
Alternative Building Envelope No.1

Lying within the State of California, County of Sonoma and being a portion of the Lands of William D. Taylor Trustee of the Maria Hansen Trust, as described in Document No. 2001-074586, Official Records of the County of Sonoma, said portion more particularly described as follows:

Commencing at the easterly angle point on the most southerly boundary line of said lands, monumented by a 1/2" iron pipe tagged LS7362 as shown on the Record of Survey filed in Book 725 of Maps Page 39 through 41, Sonoma County Records; thence North 01°22'32" West 628.62 feet to 1/2" iron pipe, no tag, also shown on said Record of Survey; thence South 15°56'25" West 119.30 feet to the POINT OF BEGINNING; thence North 70°59'31" West 112.62 feet; thence North 04°50'23" East 119.58 feet; thence North 43°21'15" West 244.63 feet; thence South 81°21'19" West 294.59 feet; thence South 26°20'18" East 517.11 feet; thence South 47°07'05" West 157.67 feet; thence South 53°15'55" East 59.26 feet; thence South 64°07'44" East 121.87 feet; thence North 32°03'55" West 210.41 feet; thence North 48°57'18" East 160.51 feet to a point which lies 30.00 feet northwest of the southerly line of said lands; thence North 01°22'32" East 42.00 feet to the POINT OF BEGINNING.

The Basis of Bearing for this description is based on the Record of Survey, filed at Book 725 of Maps at Page 39 through 41, Sonoma County Records.

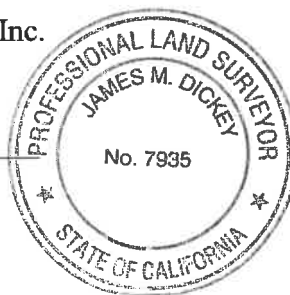
Containing 4.51 Acres more or less

END OF DESCRIPTION

Being a portion of APN 054-100-010

Prepared by Cinquini & Passarino, Inc.


Jim Dickey, PLS 7935



6/27/24
Date

EXHIBIT 'A-2'
Alternative Building Envelope No.2

Lying within the State of California, County of Sonoma and being a portion of the Lands of William D. Taylor Trustee of the Maria Hansen Trust, as described in Document No. 2001-074586, Official Records of the County of Sonoma, said portion more particularly described as follows:

Commencing at the easterly angle point on the most southerly boundary line of said lands, monumented by a 1/2" iron pipe tagged LS7362 as shown on the Record of Survey filed in Book 725 of Maps Page 39 through 41, Sonoma County Records; thence North 64°33'01" West 334.69 feet to the POINT OF BEGINNING; thence North 32°03'55" East 210.41 feet; thence North 26°20'18" West 164.47 feet; thence North 15°59'00" West 496.71 feet; thence South 81°21'19" West 569.90 feet; thence South 06°34'40" East 230.22 feet; thence South 38°31'11" East 20.80 feet; thence South 49°43'27" East 236.58 feet; thence South 53°15'55" East 211.17 feet; thence South 64°07'44" East 121.87 feet to the POINT OF BEGINNING.

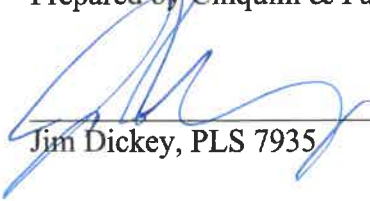
The Basis of Bearing for this description is based on the Record of Survey, filed at Book 725 of Maps at Page 39 through 41, Sonoma County Records.

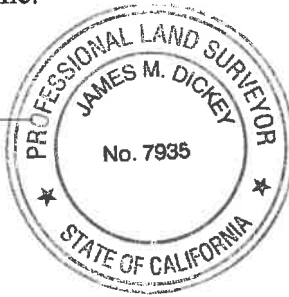
Containing 4.60 Acres more or less

END OF DESCRIPTION

Being a portion of APN 054-100-010

Prepared by Cinquini & Passarino, Inc.


Jim Dickey, PLS 7935



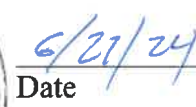

Date

EXHIBIT 'A-2'
Personal Agriculture Area

Lying within the State of California, County of Sonoma and being a portion of the Lands of William D. Taylor Trustee of the Maria Hansen Trust, as described in Document No. 2001-074586, Official Records of the County of Sonoma, said portion more particularly described as follows:

Commencing at the easterly angle point on the most southerly boundary line of said lands, monumented by a 1/2" iron pipe tagged LS7362 as shown on the Record of Survey filed in Book 725 of Maps Page 39 through 41, Sonoma County Records; and said point being the POINT OF BEGINNING; thence North 55°22'49" West 1676.05 feet to the point of intersection with an easterly boundary line of said lands; thence from said intersection point along said easterly boundaries: North 88°09'52" West 128.25 feet; thence North 53°58'52" West 63.24 feet to a 1/2" iron pipe tagged LS7362; thence North 53°58'52" West 20.01 feet; thence North 37°38'08" East 149.46 feet; thence North 56°29'05" East 20.05 feet to a 1/2" iron pipe tagged LS7362; thence North 56°29'05" West 675.86 feet to a 1/2" iron pipe tagged LS7362; thence leaving said easterly boundaries South 66°49'04" West 1066.62 feet; thence South 40°21'45" East 469.90 feet; thence North 70°55'27" East 662.06 feet; thence South 52°42'15" East 1499.62 feet; thence South 19°37'18" East 405.37 feet to the intersection with the southerly boundary line of said lands; thence along said southerly boundary North 66°12'45" East 854.16 feet to the POINT OF BEGINNING

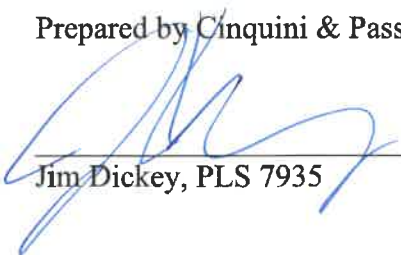
The Basis of Bearing for this description is based on the Record of Survey, filed at Book 725 of Maps at Page 39 through 41, Sonoma County Records.

Containing 35.61 Acres more or less

END OF DESCRIPTION

Being a portion of APN 054-100-010

Prepared by Cinquini & Passarino, Inc.


Jim Dickey, PLS 7935




Date

EXHIBIT 'A-2'
DA Zoning Agricultural Area

Lying within the State of California, County of Sonoma and being a portion of the Lands of William D. Taylor Trustee of the Maria Hansen Trust, as described in Document No. 2001-074586, Official Records of the County of Sonoma, said portion more particularly described as follows:

Commencing at the easterly angle point on the most southerly boundary line of said lands, monumented by a 1/2" iron pipe tagged LS7362 as shown on the Record of Survey filed in Book 725 of Maps Page 39 through 41, Sonoma County Records; and said point being the POINT OF BEGINNING; thence North 01°22'32" East 628.62 feet to a 1/2" iron pipe tagged LS2711, also shown on said Record of Survey; thence North 55°01'22" East 217.98 feet to a 1/2" iron pipe tagged LS7362; thence North 60°54'22" East 94.45 feet; thence North 19°33'32" East 32.80 feet to a 1/2" iron pipe tagged LS2711; thence North 86°19'53" East 494.29 feet to a found metallic object in the base of a 14" pepperwood tree, also shown on said Record of Survey; thence North 86°19'53" East 10.10 feet to the point of intersection with the Centerline of Vigilante Road 40 foot Right of Way; thence continuing along said Centerline the following bearings and distances:

- 1) North 12°04'51" West 198.77 feet;
- 2) North 32°02'00" West 238.61 feet;
- 3) North 48°44'48" West 149.95 feet;
- 4) North 36°02'59" West 79.54 feet;

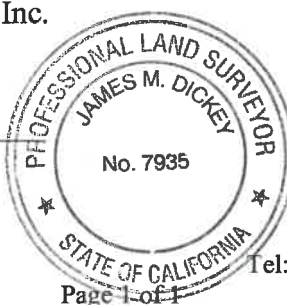
Thence leaving said Centerline South 79°34'00" West 142.60 feet; thence South 73°10'00" West 100.30 feet; thence South 60°11'00" West 207.90 feet; thence South 43°33'00" West 192.90 feet; thence South 59°16'00" West 135.70 feet; thence South 44°23'00" West 169.80 feet; thence South 76°14'06" West 145.80 feet to an untagged 1/2" iron pipe, also shown on said Record of Survey; thence North 05°32'13" West 91.92 feet to an untagged 1/2" iron pipe; thence North 63°25'52" West 143.38 feet; thence North 80°20'52" West 206.70 feet; thence South 89°39'08" West 168.58 feet; thence South 70°56'08" West 184.90 feet; thence South 53°25'08" West 133.83 feet; thence North 88°09'52" West 120.45 feet; thence South 55°22'49" East 1676.05 feet to the POINT OF BEGINNING.

The Basis of Bearing for this description is based on the Record of Survey, filed at Book 725 of Maps at Page 39 through 41, Sonoma County Records.
Containing 26.72 Acres more or less

END OF DESCRIPTION

Being a portion of APN 054-100-010
Prepared by Cinquini & Passarino, Inc.


Jim Dickey, PLS 7935



6/27/24
Date

Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

CPI No.: 10155-23
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com

AMENDED EXHIBIT "B"

PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Easement, and they are not to be precluded, prevented, or limited by this Easement, provided they are undertaken in accordance with the terms and provisions of this Easement and that all applicable governmental approvals and permits are properly obtained:

1. To use or lease the Property consistent with the conservation purposes of this Easement.
2. GRANTOR shall have the right to construct, erect, develop, place, or use: (a) one primary residential structure; and (b) associated accessory residential structures, such as a guest house, second unit, garage, workshop, barn, and similar incidental and subordinate uses; provided such structures and uses are completely within an approved Building Envelope established via Paragraph 4 of this Easement, and are permitted by the Sonoma County Code and all other applicable regulations, such as the Taylor Mountain Guidelines. Notwithstanding the conditions established by Paragraph 8 of this Amended Exhibit "B" with respect to the development of new springs and wells, sewage disposal systems, and water storage facilities as a general matter, GRANTOR also retains the right to develop new septic systems and springs, wells, and related conveyances associated with the residential and agricultural uses identified in Paragraphs 2 and 3 of this Amended Exhibit "B", provided that all such infrastructure is located completely within the Personal Agricultural Area and/or DA Zoning Agricultural Area depicted on Exhibit "D" (Project Structure Map) and is permitted by the Sonoma County Code and all other applicable regulations, such as the Taylor Mountain Guidelines. —DISTRICT approval is not required for the development of structures or uses specifically identified in this Paragraph 2, provided all such structures and uses are otherwise consistent with the terms and conditions of this Easement.
3. GRANTOR shall have the right to conduct personal/non-commercial agricultural uses, provided such uses are completely within Personal Agricultural Area or DA Zoning Agricultural Area, as depicted on Exhibit "D" Project Structure Map. Except as specified in Paragraph 4 of this Amended Exhibit "B" (relating to commercial agricultural uses), all agricultural uses of the Property are limited to personal use, including agricultural cultivation for personal consumption and the feeding, maintaining, and breeding of animals for personal use or consumption.
4. GRANTOR may conduct commercial agricultural uses and/or associated agricultural uses within the DA Zoning Agricultural Area depicted on Exhibit "D" (Project Structure Map), provided such uses are permitted by the Sonoma County Code and all other applicable regulations, such as the Taylor Mountain Guidelines.
5. GRANTOR may install new access roads below the 980' contour line associated with the residential and agricultural uses identified in Paragraphs 2 and 3 of this Amended Exhibit "B", provided such development is permitted by the Sonoma County Code and all other applicable regulations, such as the Taylor Mountain Guidelines.
6. GRANTOR may erect deer fencing around the Personal Agricultural Area and DA Zoning Agricultural Area.

7. GRANTOR may erect a perimeter fence without the DISTRICT's consent and subject to all following:

(i) Allow visibility;

(ii) Permit the use of barbed wire;

(iii) Restrict the lengths of impassable fencing so that it will not exceed more than a quarter of a mile without an opening for the passage of deer and other wildlife;

(iv) Where feasible and at the sole discretion of GRANTOR, locate the passage for wildlife in riparian and other waterway corridors or wooded ravines. If necessary, the quarter mile of impassable fencing can extend an additional 500 feet if the passage can be placed in the preferred riparian or other waterway corridors or wooded ravines. In no event will the fencing be located within 15 feet of either side of the center of a riparian waterway;

(v) The bottom of the fence shall have an opening or an underpass that is six (6) inches in height and ten (10) inches wide, every four hundred feet;

(vi) Other than the specific fencing requirements provided in subparagraphs (i) through (v), the DISTRICT shall have no authority whatsoever over the type, style, material, appearance or size of the fence, other than it must allow for visibility, except to enforce the term of this Easement.

8. To develop new springs and wells; with the approval of DISTRICT, to develop sewage disposal leaching systems and additional water storage facilities, provided however, that such facilities are located so as to minimize visual impacts. Such uses further shall be necessary for irrigation or residential uses on the Property and shall be developed in a manner consistent with the conservation purpose of this Easement.

9. To maintain, repair, replace, and improve housing, structures, fences, corrals, protection and access roads, ditches, water sources, sewage disposal leaching systems, pumps, and other improvements on the Property whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement. Such maintenance and repair may include the limited removal of brush and trees immediately adjacent to such improvements. Except for the development set forth in Paragraph 2 of this Amended Exhibit "B", in the event of destruction, deterioration, or obsolescence of any housing or other structures, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, GRANTOR shall deliver to DISTRICT written request for approval to replace such housing or structures in accordance with the provisions set forth in this Easement. In the event of destruction, deterioration, or obsolescence of any fences, corrals, ditches, water sources, sewage disposal leaching systems, pumps, or other improvements, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, GRANTOR may replace same with ones of similar size, function, capacity, and location without prior notice to or approval by DISTRICT, provided, however, that such replacement is consistent with the conservation purpose of this Easement. In the event of destruction, deterioration, or obsolescence of any roads, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this

Easement, GRANTOR may replace same with ones of similar size, function, capacity, and location without prior notice to or approval by DISTRICT.

10. To utilize the Property for low-intensity recreational or educational purposes, including, but not limited to hiking, horseback riding, bicycling, nature study, picnicking, and establishment of public recreational trails. Any activities or uses as provided for in this Paragraph which result in significant surface alteration or other development of the land require approval of DISTRICT.

11. To undertake conservation and restoration activities, including, but not limited to, bank and soil stabilization, practices to reduce erosion, and activities which promote bio-diversity accordance with sound, generally accepted practices.

12. To undertake wildfire management plans in order to control and maintain vegetation to lower the risk of wildfire. Such methods may include prescriptive burning, limited brush removal or grazing of the Property. Plans shall be reviewed by DISTRICT and shall be acceptable to the California Department of Forestry and Fire Protection and appropriate local fire protection agencies.

13. To place signage on the Property for identification of the Property, control trespassing, or which is associated with permitted recreational or educational purposes. Signs which individually exceed six (6) square feet require approval of DISTRICT.

14. To continue use in accordance with easements of record granted prior to the Easement. Modifications to pre-existing easements and granting of new easements require the approval of DISTRICT and use subject to the stipulations in Paragraph 9 of Amended Exhibit "C".

15. To remove invasive, non-native plant species that threaten or impede the growth of native plant species. To remove feral, non-native animal species that threaten the protected values of the Property.

16. To cut, collect, and store firewood on the Property for personal use.

AMENDED EXHIBIT "C"

PROHIBITED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property described in Exhibit "A," attached hereto:

1. To impair the conservation purpose, except as otherwise expressly provided in this Easement.
2. To establish any residential, agricultural, commercial, or industrial activity or use, except as otherwise expressly provided in this Easement.
3. To construct, place, or erect any sign or billboard on the Property, except as provided in Paragraph 13 of Amended Exhibit "B."
4. To construct, reconstruct, or replace any improvement except as provided in this Easement.
5. GRANTOR shall not divide the Property, 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; nor shall GRANTOR place or convey any portion of the Property into ownership separate from the whole of the Property. For purposes of this prohibition, DISTRICT recognizes that the Property conserved by this Easement is part of a larger legal parcel as of the Effective Date of this Easement Amendment. DISTRICT agrees this Easement shall not be construed to prohibit GRANTOR from subdividing the land described in Exhibit A-1 along the boundary of the Property encumbered by this Easement as described in Exhibit A so as to result in two (2) separate legal parcels as follows: (1) a separate parcel comprised of approximately 11.51 acres that is not currently and will not be subject to this Easement, and (2) a 211.23-acre parcel comprised of the remainder, which is subject to this Easement and more particularly described in Exhibit "A".
6. To use motorized vehicles, except by GRANTOR or others under GRANTOR's control, for permitted property management activities, for inspections by DISTRICT, for emergency and fire control purposes, for residential use provided for in this Easement, and for uses pursuant to deeded rights that pre-date this Easement. Any use of motorized vehicles off roadways is prohibited except when necessary for permitted property management activities for emergency and fire control purposes, and for uses pursuant to deeded rights that pre-date this Easement.
7. To construct any new roadway, except as provided in Paragraph 5 of Amended Exhibit "B", or to relocate any roadway above the 1200' contour line without the prior approval of DISTRICT. DISTRICT shall consent to the relocation of any existing roadway above the 1200' contour line that is planned to minimize or mitigate its impact on the open space and natural features of the Property.

8. To dump or accumulate trash, ashes, garbage, waste, junk, or inoperative vehicles or other unsightly or offensive material on the Property.

9. To install new or enlarged above-ground utility systems within pre-existing (e.g., recorded prior to the 1997 Original Easement) or new easements (e.g., recorded after the 1997 Original Easement), including without limitation, water, sewer, power, fuel, and communication lines and related facilities and equipment, except to serve the uses set forth in Paragraph 2 of Amended Exhibit "B" to the Easement, management activities, or uses as provided in this Easement. New easements may only be granted where they will remove and significantly lessen the impact of pre-existing easements on the conservation purpose of this Easement.

10. To explore for or to develop or extract, minerals or hydrocarbons by any mining method, surface or otherwise.

11. To hunt, trap or otherwise willfully kill wildlife for food or sport except as provided in Paragraph 15 of Amended Exhibit "B," or except by GRANTOR or GRANTOR's designee for personal, non-commercial recreational use.

12. To remove or destroy any native trees, shrubs or other native plant materials, except as necessary, in accordance with generally accepted forestry conservation practices, to control or prevent hazard, disease, wildfire or non-native invasive plant species, or except as provided for in Paragraph 15 of Amended Exhibit "B."

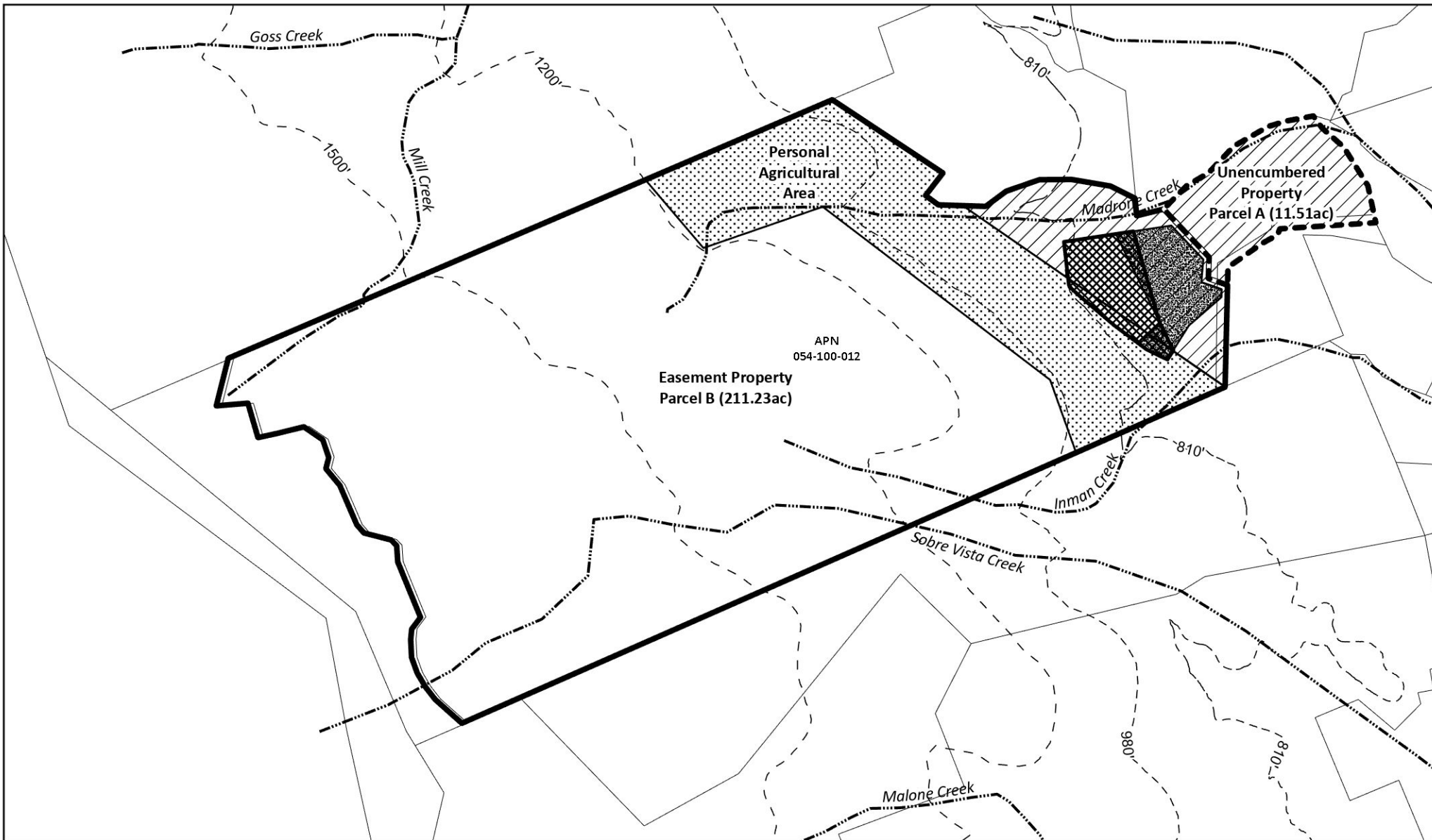
13. To cause degradation of or erosion of the soil, or pollution of any surface or subsurface waters.

14. To store materials, such as pipes, culverts, fencing, heavy equipment, and the like in areas that may be visible from public roadways, except while work is in progress and in no case for a period exceeding thirty (30) days after work is completed.

15. To alter the contour of the Property in any manner whatsoever; including, but not limited to, excavating or removing soil, sand, gravel, rock, peat or sod, except in connection with activities and uses as provided in this Easement and subject to approval by DISTRICT.

16. To cut, collect or store firewood on the Property for commercial purposes.

17. To undertake agricultural and/or associated uses anywhere upon the Property except as expressly provided by Paragraphs 3 and 4 of Amended Exhibit "B" (Permitted Uses).



McCrea Conservation Easement Exhibit D. Project Structure Map



**AG +
OPEN
SPACE**
SONOMA COUNTY

Map Date: 6/27/2024
Sources: Sonoma County Vegetation Mapping and LIDAR Consortium, 2013 (hillshade, contours); Sonoma County GIS (roads), SCWA (streams); Boundaries of Parcel A, Parcel B, Building Envelopes, Personal Agricultural Area, and DA Zoning Agricultural Area provided by Cinquini & Passarino based upon linework from the Tentative Subdivision Map prepared by Hogan Land Services (April 2006)

This map displays GIS data for illustrative purposes only and is not intended to depict definitive property boundaries or feature locations.

Contour Line

McCrea Conservation Easement ("Property", Parcel B)

Unencumbered Property (Parcel A)

Assessor's Parcel

Intermittent Stream

DA Zoning Agricultural Area

Personal Agricultural Area

Alternative Building Envelope 1 (4.51-ac.)

Alternative Building Envelope 2 (4.60-ac.)

*"Entire Property" consists of Parcel A and Parcel B. "Property" covers only Parcel B.

