

**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 DRY CREEK RANCHERIA BAND OF POMO INDIANS, a Federally Recognized Indian Tribe, "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 County previously entered into a Land Conservation Contract with Owner(s) or Owner(s)' predecessors in interest, which recorded on February 14, 1972, and is identified by Book 2603, Page 133, or Instrument No. 72-055513, in the Official Records of the Sonoma County Recorder, ("Original Contract"); and

Whereas a Notice of Non-Renewal was recorded on November 19, 2020 in the Official Records of Sonoma County Recorder, Instrument Number 2020109367, and began phasing the property out of the contract; and

Whereas the Owner(s) desire to halt the phase out process from the contract by entering into the present Land Conservation Contract with an automatically renewing ten (10) year term; and

Whereas Owner(s) own(s) certain real property ( "Subject Property") located within Sonoma County and presently identified by Assessor's Parcel Number(s): **131-050-004**, 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:

### **A. RESCISSION OF ORIGINAL CONTRACT**

The Original Contract currently in Non-Renewal, is hereby rescinded as of the date that this Contract takes effect as to the Subject Property. If this Contract does not become effective, then the Original Contract shall remain in full force and effect, as to the Subject Property.

### **B. REPLACEMENT CONTRACT**

1. **PURPOSE.** 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. **SUBJECT PROPERTY.**

(a) Owner(s) own(s) the Subject Property, located at 3152 Hwy 128, Geyserville, 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 1-303.

(c) The Subject Property is approximately 310 acres total and comprised of one legal parcel(s).

3. **TERM.** 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. **REGULATORY COMPLIANCE & RESTRICTIONS ON USE.** 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. LAND CONSERVATION PLAN. 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. UNIFORM RULES & FEES. 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. PLANNING AND ZONING. The provisions of this Contract are not intended to limit or supersede the planning and zoning powers of County.

8. CANCELLATION. This Contract may not be cancelled, except pursuant to Government Code sections 51280 through 51287, and the Uniform Rules.

9. RESCISSION. 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. EMINENT DOMAIN. 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. SUCCESSORS IN INTEREST. 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. CERTIFICATE OF COMPLIANCE PARCELS. 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.

(a) This Contract may be enforced by County in an action filed in the Sonoma County 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 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. CONSIDERATION. 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. NOTICE. 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.

[SIGNATURES NEXT PAGE]

ATTEST:  
Christina M. Rivera, Clerk

COUNTY OF SONOMA

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

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

Noelle Francis  
Deputy Clerk of the Board

Lynda Hopkins  
Chair, Board of Supervisors

OWNER(S):

DRY CREEK RANCHERIA, BAND OF POMO INDIANS

By:     *CW*      
Chris Wright, Chairperson

Date:     11-26-25    

**NOTE: Acknowledgments must be attached.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ACKNOWLEDGMENT**

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.

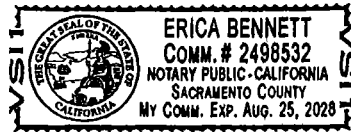
State of California  
County of Sacramento

On 11/26/25 before me, Erica Bennett, Notary Public,  
(insert name and title of the officer)

personally appeared Chris Wright, Chairman, 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.



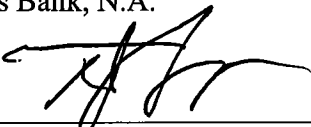
Signature Erica Bennett (Seal)

**ENCUMBRANCE HOLDERS:**

The undersigned beneficiary of that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of November 24, 2025 (the "Deed of Trust"), from the Dry Creek Rancheria Band of Pomo Indians, a federally-recognized Indian tribe, to Chicago Title Company, as trustee for the benefit of Citizens Bank, N.A., as collateral agent, recorded as Instrument No. 2025060255 in the Sonoma County Official Records, does hereby agree that the Deed of Trust shall be subordinate and junior to this Contract in all respects, such that any judicial foreclosure, power of sale or other exercise of remedies by the undersigned beneficiary shall neither impair nor extinguish this Contract or its terms and restrictions.

Citizens Bank, N.A.

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



Name: Thomas Duggan  
Title: Vice President

Deed of Trust, Instrument No. 2025060255, of Sonoma County Official Records, Dated November 25, 2025.

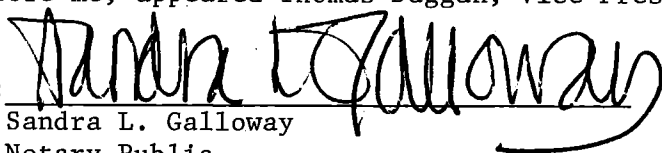
**NOTE: Acknowledgments must be attached.**

---

Commonwealth of Massachusetts  
Suffolk County

Before me, appeared Thomas Duggan, Vice President, of Citizens Bank, N.A.

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



Sandra L. Galloway  
Notary Public  
My Commission Expires July 29, 2027



SANDRA L. GALLOWAY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires July 29, 2027



## EXHIBIT "A"

The real property which is the subject of this CONTRACT is situated within agricultural preserve 1-303 as shown by map thereof recorded in preserve map book number 4 , Page 88 and 91 in the Office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

That certain real property located in the County of Sonoma, California, described as follows:

(Unincorporated Area)

### PARCEL ONE:

BEGINNING AT AN IRON PIN IN THE NORTHEASTERLY LINE OF THE RANCHO SOTOYOME, FROM WHICH AN OAK TREE MARKED "S#5" BEARS SOUTH 35-1/2 DEGREES EAST, 9.04 CHAINS DISTANT AND STATION "S#4" IN SAID RANCHO LINE BEARS NORTH 35-1/2 DEGREES WEST, 30.80 CHAINS DISTANT; THENCE SOUTH 48-1/4 DEGREES WEST, 17.48 CHAINS TO AN IRON PIN IN THE CENTER OF COUNTY ROAD LEADING FROM ALEXANDER VALLEY TO GEYSERVILLE; THENCE ALONG SAID CENTER NORTH 47 DEGREES WEST, 5.16 CHAINS; THENCE SOUTH 48-1/2 DEGREES WEST, 16.79 CHAINS; THENCE SOUTH 14-1/2 DEGREES EAST, 11.66 CHAINS TO A STAKE, BEING THE NORTHWEST CORNER OF LAND REGISTER CERTIFICATE #65, VOL. 1; THENCE ALONG THE WESTERLY LINE OF SAID LAND SOUTH 24-1/2 DEGREES EAST, 11.60 CHAINS TO THE SOUTHWEST CORNER OF SAID LAND; THENCE SOUTH 48-1/2 DEGREES WEST, 20.49 CHAINS; THENCE NORTH 68-3/4 DEGREES WEST, 18.50 CHAINS; THENCE NORTH 12 DEGREES WEST, 19.46 CHAINS TO THE SOUTHEAST CORNER OF LAND OF J.H. MAYER REGISTERED L.R. 9, APPLICATION NO. 4; THENCE ALONG THE EASTERLY LINE OF SAID LAND, NORTH 4-1/2 DEGREES WEST, 10.03 CHAINS TO THE NORTHEAST CORNER OF SAID LAND; THENCE NORTH 22-1/4 DEGREES WEST, 20.30 CHAINS TO THE SOUTHWEST CORNER OF LAND REGISTERED CERTIFICATE NO. 3, VOL. 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND, THE FOLLOWING COURSES AND DISTANCES; NORTH 47-1/2 DEGREES EAST, 31.07 CHAINS TO AN IRON PIN IN THE MIDDLE OF THE AFORESAID COUNTY ROAD; THENCE SOUTH 57-3/4 DEGREES EAST, 1.63 CHAINS; THENCE NORTH 20-1/2 DEGREES EAST, 1.69 CHAINS; THENCE NORTH 54 DEGREES WEST, 0.83 CHAINS; THENCE NORTH 47-3/4 DEGREES EAST, 19.58 CHAINS TO A STAKE BEING THE NORTHEAST CORNER OF THE AFORESAID REGISTERED LAND AND IN THE EASTERLY LINE OF THE RANCHO SOTOYOME; THENCE LEAVING SAID LINE OF AFORESAID REGISTERED LAND, SOUTH 46 DEGREES EAST, 14.50 CHAINS ALONG THE EASTERLY LINE OF THE RANCHO SOTOYOME TO A STATION (S#4); THENCE SOUTH 35-1/2 DEGREES EAST, 30.80 CHAINS TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT "C" OF THE RANCHO SOTOYOME, ACCORDING TO THE PEABODY MAP THEREOF, RECORDED IN BOOK B OF DEEDS, PAGE 175, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THE PORTION DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, DATED JANUARY 10, 1961 AND RECORDED FEBRUARY 14,

1961 IN BOOK 1807 OF SONOMA COUNTY OFFICIAL RECORDS, PAGE 635, SERIAL NO. G-39243.

ALSO EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED IN THE DEED TO FRED WASSON AND RUBE WASSON, HIS WIFE, DATED NOVEMBER 29, 1965 AND RECORDED NOVEMBER 30, 1965 IN BOOK 2172 OF SONOMA COUNTY OFFICIAL RECORDS, PAGE 422, AS SERIAL NO. J-72963.

ALSO EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTHERLY OF THAT CERTAIN LINE DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JANUARY 13, 1986, AS INSTRUMENT NO. 86 002347 AND RE-RECORDED MAY 6, 1986 AS INSTRUMENT NO. 86 031265, SONOMA COUNTY RECORDS.

**PARCEL TWO:**

ALL THAT PORTION OF SAID LAND LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A FOUND W IRON PIPE, NOT TAGGED, MARKING THE MOST SOUTHERLY CORNER OF LOT 1 AS SHOWN ON PARCEL MAP NO. 3824, FILED IN BOOK 194 OF MAPS, PAGE 40, SONOMA COUNTY RECORDS; THENCE SOUTH 48 DEGREES 32 MINUTES 47 SECONDS WEST, 586.56 FEET TO A SET 1/2" IRON PIPE AND TAG, L.S. 3890 SET IN AN EXISTING FENCE LINE; THENCE SOUTH 48 DEGREES 03 MINUTES 48 SECONDS WEST, 506.64 FEET TO A SET 1/2" IRON PIPE AND TAG, L.S. 3890 SET IN AN EXISTING FENCE LINE; THENCE CONTINUING SOUTH 48 DEGREES 03 MINUTES 48 SECONDS WEST, 20.88 FEET TO A POINT ON THE NORTHERLY LINE OF STATE HIGHWAY 128, SAID POINT BEING THE TERMINUS OF THE HEREIN DESCRIBED LINE; AS DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JANUARY 13, 1986, AS INSTRUMENT NO. 86 002347 AND RE-RECORDED MAY 6, 1986 AS INSTRUMENT NO. 86 031265, SONOMA COUNTY RECORDS.

**ALSO BEING DESCRIBED AS FOLLOWS:**

BEGINNING AT A POINT ON NORTHEASTERLY LINE OF THE RANCHO SOTOYOME, FROM WHICH A 1/2" IRON PIPE FOUND MARKING POST NO. 5; AS SHOWN ON PARCEL MAP NO. 3824, FILED IN BOOK 194 OF MAPS, AT PAGE 40, SONOMA COUNTY RECORDS, BEARS SOUTH 34°48'00" EAST 591.12 FEET, AND A 1/2" IRON PIPE FOUND BEARS SOUTH 49°17'55" WEST 2.80 FEET; THENCE FROM SAID POINT OF BEGINNING, ALONG A LINE DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED JANUARY 13, 1986, UNDER DOCUMENT NO. 86-002347, OFFICIAL RECORDS OF THE COUNTY OF SONOMA, AND RE-RECORDED MAY 6, 1986 UNDER DOCUMENT NO. 86-031265, OFFICIAL RECORDS OF THE COUNTY OF SONOMA, SOUTH 49°17'55" WEST, FOR A DISTANCE OF 588.97 FEET TO A 1/2" IRON PIPE FOUND, TAGGED LS 3890; THENCE, CONTINUING ALONG SAID AGREEMENT

LINE, SOUTH 48°49'03" WEST, FOR A DISTANCE OF 522.72 FEET TO A POINT IN THE EASTERLY BOUNDARY OF THE LANDS OF THE STATE OF CALIFORNIA AS DESCRIBED IN THAT GRANT DEED FILED FOR RECORD FEBRUARY 14, 1961 IN BOOK 1807 OF OFFICIAL RECORDS, AT PAGE 635, SONOMA COUNTY RECORDS; THENCE, FOLLOWING THE BOUNDARY OF SAID LANDS OF THE STATE OF CALIFORNIA, THE FOLLOWING COURSES AND DISTANCES; THENCE, NORTH 45°43'40" WEST, FOR A DISTANCE OF 636.37 FEET; THENCE, NORTH 37°37'18" WEST, FOR A DISTANCE OF 475.43 FEET; THENCE, SOUTH 52°22'42" WEST, FOR A DISTANCE OF 40.00 FEET; THENCE, SOUTH 31°37'58" EAST, FOR A DISTANCE OF 125.55 FEET; THENCE, SOUTH 36°13'35" EAST, FOR A DISTANCE OF 373.90 FEET; THENCE, SOUTH 46°07'05" EAST, FOR A DISTANCE OF 270.53 FEET; THENCE, LEAVING SAID LANDS OF THE STATE OF CALIFORNIA, SOUTH 49°12'18" WEST, FOR A DISTANCE OF 1,108.09 FEET TO A ½" IRON PIPE FOUND, WITH NO TAG; THENCE, CONTINUING SOUTHWESTERLY, ALONG SAID LINE, SOUTH 49°12'18" WEST FOR A DISTANCE OF 159.99 FEET; THENCE, SOUTH 25°21'00" EAST, FOR A DISTANCE OF 711.42 FEET; THENCE, SOUTH 23°47'29" EAST, FOR A DISTANCE OF 765.67 FEET; THENCE, SOUTH 49°07'03" WEST, FOR A DISTANCE OF 1,352.24 FEET TO A 6 INCH X 6 INCH CONCRETE MONUMENT AS SHOWN ON THAT RECORD OF SURVEY OF THE LANDS OF G.F. DANA, FILED IN BOOK 71 OF MAPS, AT PAGE 29, SONOMA COUNTY RECORDS, AND FROM WHICH ANOTHER 6 INCH X 6 INCH CONCRETE MONUMENT SHOWN ON THE SAME RECORD MAP BEARS NORTH 49°07'03" EAST A DISTANCE OF 193.67 FEET; THENCE, NORTH 67°51'28" WEST, FOR A DISTANCE OF 1,221.25 FEET; THENCE, NORTH 11°06'28" WEST, FOR A DISTANCE OF 1,284.63 FEET TO A 1" IRON PIPE FOUND WITH NO TAG AS SHOWN ON SAID RECORD OF SURVEY OF THE LANDS OF G.F. DANA; THENCE, NORTH 03°36'28" WEST, FOR A DISTANCE OF 661.98 FEET; THENCE, NORTH 21°21'28" WEST, FOR A DISTANCE OF 1,348.73 FEET; THENCE, NORTH 48°19'38" EAST, FOR A DISTANCE OF 2,049.97 FEET TO A BOLT FOUND IN THE CENTER OF STATE HIGHWAY 128 AS SHOWN ON THAT RECORD OF SURVEY OF THE LANDS OF THE UNITED STATES OF AMERICA, FILED FOR RECORD AUGUST 8, 2000, IN BOOK 611 OF MAPS AT PAGES 3-4, SONOMA COUNTY RECORDS; THENCE, SOUTH 53°30'20" EAST, FOR A DISTANCE OF 107.58 FEET TO A POINT FROM WHICH A ¾" IRON PIPE FOUND, TAGGED RCE 12094, BEARS NORTH 22°51'22" EAST 25.80 FEET; THENCE, NORTH 22°51'22" EAST, FOR A DISTANCE OF 118.82 FEET TO A ¾" IRON PIPE FOUND, TAGGED RCE 12094; THENCE, NORTH 53°10'22" WEST, FOR A DISTANCE OF 54.78 FEET TO A ¾" IRON PIPE FOUND, TAGGED RCE 12094; THENCE, NORTH 48°34'38" EAST, FOR A DISTANCE OF 1,276.22 FEET TO A ¾" IRON PIPE FOUND, TAGGED RCE 12094; THENCE, SOUTH 45°18'04" EAST, FOR A DISTANCE OF 964.03 FEET TO A POINT FROM WHICH A ¾" IRON PIPE FOUND, TAGGED RCE 12094, BEARS NORTH 45°18'04" WEST 98.91 FEET AND A ¾" IRON PIPE FOUND, TAGGED RCE 12094, BEARS SOUTH 34°48'00" EAST 25.91 FEET; THENCE, SOUTH 34°48'00" EAST, FOR A DISTANCE OF 2,021.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,481,428 SQUARE FEET (309.49 ACRES), MORE OR LESS (CONVERTED TO GROUND DIMENSIONS).

BASIS OF BEARINGS: CALIFORNIA COORDINATE SYSTEM ZONE II, NAD '83. TO OBTAIN GROUND DISTANCES, MULTIPLY BY 1.00007127

Assessor's Parcel Number 131-050-004

## **EXHIBIT "B"**

### **LAND CONSERVATION PLAN**

This Land Conservation Plan is made by and between Dry Creek Rancheria Band of Pomo Indians, a federally recognized Indian Tribe, ("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):	138±	acres	See Site Plan
OPEN SPACES USE(S):	170±	acres	See Site Plan
COMPATIBLE USE(S):	0.5±	acres	See Site Plan
UNDESIGNATED AREA:	3.5±	acres	See Site Plan
TOTAL:		310±	acres

3.1 ENHANCEMENT AND PROTECTION OF WILDLIFE HABITAT. For the area designated for Open Space Use(s), Owner(s) shall, using Owner(s)' best efforts, promptly and diligently do all of the following, in accordance with the Sonoma County's Riparian Corridor and Oak Woodland Ordinances, on file with the Permit and Resource Management Department:

- (a) Abstain from any fencing or restriction of wildlife access.
- (b) Respect native bunch grass areas and rock formations.
- (c) Avoid cutting of oak trees and retain dead or dying oaks to enhance wildlife resources, except where a fire hazard to humans or in the way of utilities.
- (d) Protect seasonal drainages pursuant to applicable regulations.

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.



## ACKNOWLEDGMENT

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 Sacramento

On 11/26/25 before me, Erica Bennett, Notary Public,  
(insert name and title of the officer)

personally appeared Chris Wright, Chairman, 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.

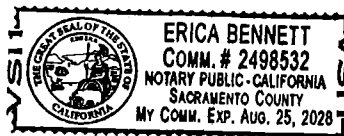
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

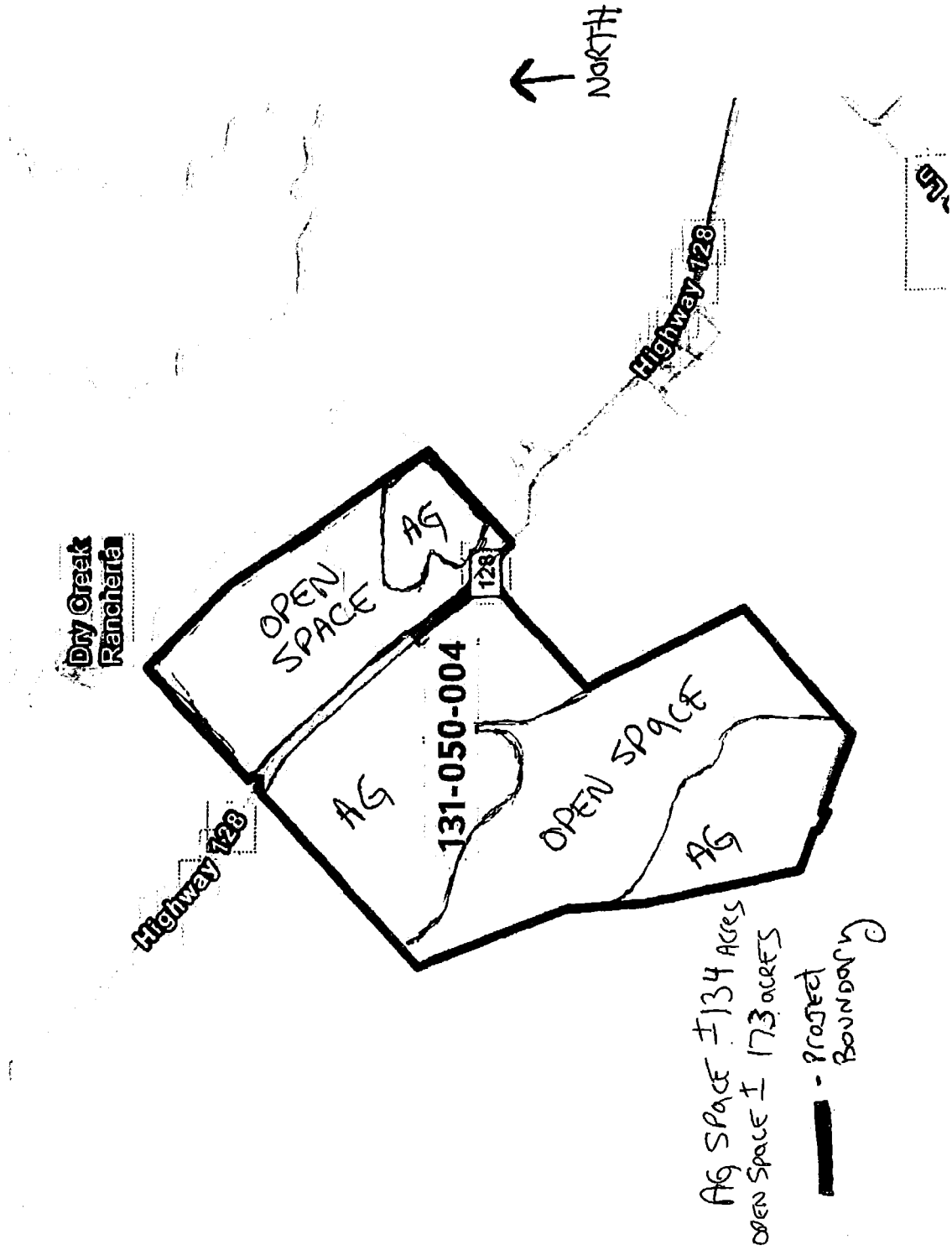
Signature

Erica Bennett

(Seal)



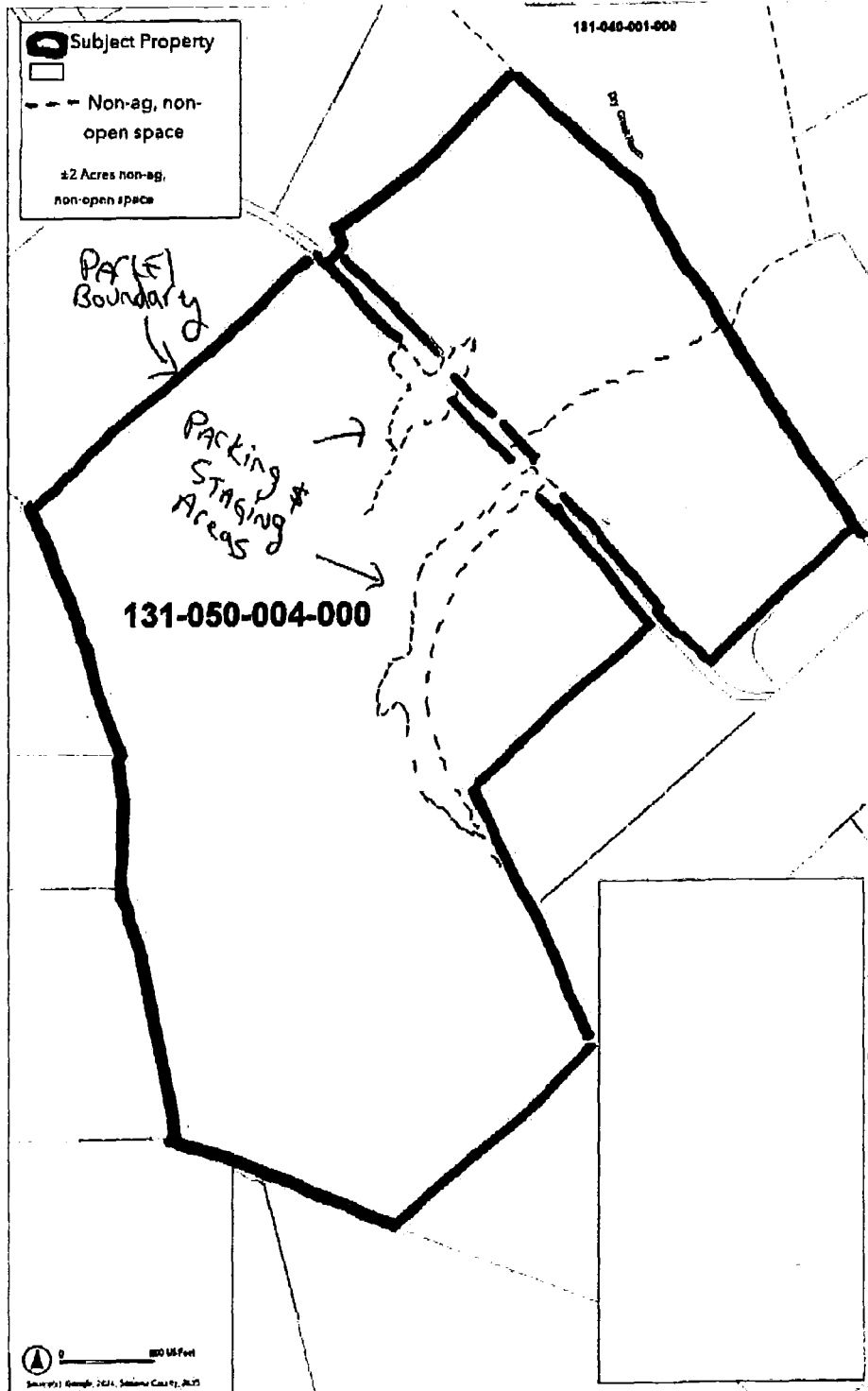
**EXHIBIT C: SITE PLAN ♦ APN 131-050-004 ♦ (SHEET 1 of 3)**  
**Agricultural & Open Space Use Areas**





**EXHIBIT C: SITE PLAN ♦ APN 131-050-004 ♦ (SHEET 2 of 3)**

*NON-AG, NON-OPEN SPACE*



**EXHIBIT C: SITE PLAN ♦ APN 131-050-004 ♦ (SHEET 3 of 3)**

**Compatible Uses**

