

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Sonoma County Board of Supervisors  
575 Administration Drive, Room 100A  
Santa Rosa, CA 95403-2881

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Record free per Gov. Code 27383

Documentary Transfer Tax: \$0. Revenue and Taxation Code Section 11922: Deed to a Public Entity  
Exempt from SB2 fee per GC 27388.1 (a) (2); executed or recorded by a government agency

**GRANT DEED OF  
AGRICULTURAL EASEMENT AND COVENANT  
(Farm Family Housing)**

This Grant Deed of Agricultural Easement and Covenant (hereinafter "Easement") is made by and between Anikka L. Goodman and Kathleen A. Duncan, trustee of The William A. and Kathleen A. Duncan Trust U/T/A, dated March 4, 1993 (hereinafter collectively "**GRANTOR**"), and the County of Sonoma, a political subdivision of the State of California (hereinafter "**COUNTY**"), at Santa Rosa, California.

**RECITALS**

**A.** **GRANTOR** is the owner of that certain real property located in the unincorporated area of Sonoma County, California, at 300 Valley Ford Freestone Road, Bodega, CA 94922, Assessor's Parcel No. 026-100-013, and more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "the Property").

**B.** The Property is designated "Land Extensive Agriculture" in the Sonoma County General Plan (hereinafter "the General Plan") and "LEA (Land Extensive Agriculture)" in the Sonoma County Zoning Ordinance (hereinafter "the Zoning Ordinance"), and is subject to a California Land Conservation Act contract. The Land Extensive Agriculture General Plan land use category and the LEA (Land Extensive Agriculture) in the Sonoma County Zoning district allow one detached farm family dwelling unit per agricultural parcel, provided that (1) the parcel is subject to a California Land Conservation Act contract, and (2) the owner of the parcel voluntarily offers an agricultural easement to **COUNTY** having a term equal to the useful life of the structure, but in no event less than twenty (20) years, and a covenant acknowledging that in the event the agricultural use on the parcel is terminated, the farm family dwelling unit shall become a non-conforming residential use.

C. **GRANTOR** filed Application ZPE22-0061 (“**GRANTOR’s Application**”) with **COUNTY** to construct or place one (1) detached farm family dwelling unit on the Property (hereinafter “the Farm Family Dwelling Unit”). As part of **GRANTOR’s Application**, **GRANTOR** offered to grant **COUNTY** an agricultural easement and covenant over the Property.

D. After consideration of **GRANTOR’s offer**, **COUNTY’s Director of Permit and Resource Management** determined that approval of **GRANTOR’s Application** would be consistent with the General Plan and the Zoning Ordinance if accompanied by this Easement.

E. **COUNTY’s Board of Supervisors** concurred with the determination of **COUNTY’s Director of Permit and Resource Management** and agreed to accept this Easement.

F. **GRANTOR** acknowledges that this Easement is being granted to **COUNTY** in consideration of **COUNTY’s approval of GRANTOR’s Application**.

G. Acceptance of the interest in real property conveyed herein is consistent with the General Plan.

#### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants, terms, conditions, and restrictions contained herein, **GRANTOR** and **COUNTY** covenant and agree as follows:

1. **Grant.** **GRANTOR** hereby grants, delivers, and conveys to **COUNTY** an agricultural easement and covenant over the Property of the nature and character and to the extent hereafter expressed. This Easement shall be for the benefit of the public generally, as represented by **COUNTY’s Board of Supervisors**.

2. **Purpose.** The purpose of this Easement is to protect and preserve the resource value, agricultural viability, and productiveness of the Property, and to ensure that the Property continues in agricultural use throughout the term of this Easement (hereinafter “the agricultural purpose of this Easement”).

3. **Permitted Uses.** **GRANTOR** shall confine the use of the Property exclusively to activities and uses that are consistent with the agricultural purpose of this Easement. In so doing, **GRANTOR** is expressly authorized to undertake any of the following activities and uses on the Property, provided that such activities and uses are undertaken in a manner that is consistent with the agricultural purpose of this Easement, and provided further that all applicable federal,

state, and local statutes, ordinances, rules, and regulations are complied with and all necessary governmental approvals and permits are properly obtained:

(a) Maintaining any of the following residential uses:

(1) One detached single family dwelling unit (hereinafter “the Main Residential Dwelling Unit”), in accordance with the provisions of the agricultural zoning district governing the Property.

(2) The Farm Family Dwelling Unit, in accordance with the provisions of the agricultural zoning district governing the Property, provided that the Farm Family Dwelling Unit is:

(A) Incidental to the Main Residential Dwelling Unit in terms of size, location, and architecture; and

(B) Not leased, subleased, rented, subrented, or sold separately from the Main Residential Dwelling Unit; and

(C) Occupied by members of the farm operator’s family.

(3) Any agricultural employee or farmworker housing permitted with or without a use permit by the provisions of the agricultural zoning district governing the Property.

(b) Engaging in any agricultural activity or use permitted with or without a use permit by the provisions of the agricultural zoning district governing the Property, in accordance with those provisions and sound, generally accepted agricultural and soil conservation practices.

(c) Constructing new buildings, structures, and other improvements, including, but not limited to, residential and agricultural buildings, fences, access roads, water sources, and sewage disposal leaching systems, in connection with activities and uses permitted under this Easement.

(d) Maintaining and repairing existing buildings, structures, and other improvements, including, but not limited to, residential and agricultural buildings, fences, access roads, water sources, and sewage disposal leaching systems, in connection with activities and uses permitted under this Easement. In the event of destruction, deterioration, or obsolescence of any improvement, whether existing on the effective date of this Easement or constructed subsequently pursuant to the provisions hereof, **GRANTOR** may reconstruct or replace same with ones of similar size, function, capacity, and location, subject to the provisions

of the agricultural zoning district governing the Property and any other applicable provisions of the Sonoma County Code.

(e) Continuing easements related to the Property recorded prior to the effective date of this Easement, modifying such easements, and granting new easements relating to the Property.

(f) Undertaking conservation projects that promote soil stabilization and reduce erosion.

(g) Utilizing government approved agricultural chemicals such as fertilizers and pesticides in those amounts and with that frequency of application necessary to accomplish reasonable agricultural results within government regulations and guidelines, provided that such use shall be carefully administered near surface water and during periods of high groundwater.

(h) Controlling predatory and problem animals by selective control techniques consistent with policies promulgated by **COUNTY's** Agricultural Commissioner.

(i) Managing the Property and its resources in accordance with agriculturally accepted farm and ranch management practices.

4. **Prohibited Uses.** **GRANTOR** shall not undertake any activity or use on the Property that is inconsistent with the agricultural purpose of this Easement. Further, **GRANTOR** is expressly prohibited from undertaking any of the following activities and uses on the Property:

(a) Establishing any residential, commercial, or industrial activity or use that would detract from the agricultural use on the Property.

(b) Constructing, reconstructing, replacing, repairing, or maintaining any building, structure, or other improvement, except as otherwise provided in this Easement.

(c) Altering the surface or contour of the land in any manner whatsoever, including, but not limited to, excavating or removing soil, sand, gravel, rock, or sod, except in connection with activities and uses permitted under this Easement.

(d) Degrading or eroding the soil or polluting any surface or sub-surface waters, provided that this prohibition shall not be construed as preventing the use of agricultural chemicals such as fertilizers and pesticides in connection with activities and uses permitted under this Easement so long as such use is undertaken in accordance with the provisions of this Easement.

(e) Dumping or accumulating trash, ashes, garbage, waste, junk, non-operative vehicles, or other unsightly or offensive materials, provided that this prohibition shall not be construed as preventing the placement or storage of agricultural products and by-products on the land so long as such placement or storage is consistent with law, public health, and sound agricultural practices.

(f) Exploring for or developing and extracting minerals and hydrocarbons by any mining method, surface or otherwise.

5. **Term.** The term of this Easement shall commence upon the recordation of this Easement and shall continue for so long as the Farm Family Dwelling Unit is in existence, regardless of its use, or for twenty (20) years, whichever is longer. Upon the expiration of the term of this Easement, if requested by **GRANTOR**, **COUNTY** shall record an instrument acknowledging such expiration.

6. **Consistent General Plan and Zoning Designations.** **COUNTY** may maintain the Property in an agricultural general plan land use category and agricultural zoning district that are consistent with the agricultural purpose of this Easement.

7. **Effect of Termination of Agricultural Use.** **GRANTOR** acknowledges that in the event that the agricultural use on the Property is terminated, the Farm Family Dwelling Unit shall become a legal nonconforming residential use subject to the nonconforming use provisions of the Zoning Ordinance.

8. **Limitation on Division.** **GRANTOR** shall not divide the Property by subdivision, lot line adjustment, or other means, including, but not limited to, gaining recognition of previously unrecognized parcels created by patent or deed conveyances, subdivisions, or surveys, in a manner that would result in the Farm Family Dwelling Unit being located on a separate parcel from the Main Residential Dwelling Unit. This prohibition against division of the Property shall be inapplicable to (i) divisions necessary for public acquisition, (ii) divisions necessary for the voluntary conveyance of all or a portion of the Property to a government or non-profit entity exclusively for conservation or public access purposes, and (iii) leases for agricultural purposes.

9. **Costs and Liabilities.** **GRANTOR** agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property, and to defend, indemnify, hold harmless, and release **COUNTY**, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including **GRANTOR**, relating thereto. **GRANTOR** and **COUNTY** intend and agree that **COUNTY** shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of **GRANTOR**, the public, or any

third parties from risks relating to conditions on the Property, and **GRANTOR** agrees to defend, indemnify, hold harmless, and release **COUNTY**, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including **GRANTOR**, relating thereto. Without limiting the foregoing, **COUNTY** shall not be liable to **GRANTOR** or any other person or entity in connection with any entry upon the Property 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 **COUNTY**'s sole active negligence or sole willful misconduct.

**10. Enforcement and Inspection.** **GRANTOR** intends and hereby specifically provides that **COUNTY** shall have the right to enforce this Easement, and that **COUNTY** shall have the right to enter upon the Property at any time for the purpose of inspection to ensure protection of its rights hereunder after giving twenty-four hours prior notice to **GRANTOR**.

**11. Remedies for Breach.** With respect to **COUNTY**'s remedies for **GRANTOR**'s breach of this Easement, **GRANTOR** and **COUNTY** agree as follows:

(a) In the event of a violation or threatened violation by **GRANTOR** of any provision of this Easement, **COUNTY** shall give notice to **GRANTOR** of the violation and demand that **GRANTOR** take corrective action to cure the violation. If **GRANTOR** fails to cure the violation within thirty (30) days after notice of the violation is given, or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, **GRANTOR** fails to begin curing the violation within the thirty (30) day period or fails to continue diligently to cure the violation until finally cured, **COUNTY** may institute a suit to enjoin and/or recover damages for the violation and/or to require the restoration of the Property to the condition that existed prior to the violation. If **COUNTY** reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Property, **COUNTY** may pursue its remedies under this paragraph without waiting for the cure period to expire. **COUNTY**'s rights under this paragraph shall apply equally in the event of either actual or threatened violations of the provisions of this Easement, and **GRANTOR** agrees that **COUNTY**'s remedies at law for any violation of the provisions of this Easement are inadequate and that **COUNTY** 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 **COUNTY** may be entitled, including specific performance of the provisions of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(b) Enforcement of the provisions of this Easement shall be at the discretion of **COUNTY**, and any forbearance by **COUNTY** to exercise its rights under this Easement in the event of a violation or threatened violation by **GRANTOR** of any provision of this Easement shall not be deemed or construed to be a waiver by **COUNTY** of such provision or of any subsequent

violation or threatened violation of the same or any other provision of this Easement. Any failure by **COUNTY** to act shall not be deemed a waiver or forfeiture of **COUNTY's** right to enforce the provisions of this Easement in the future.

(c) Inasmuch as the actual damages that would result from damage to the Property caused by a violation or threatened violation by **GRANTOR** of any provision of this Easement are uncertain and would be impractical or extremely difficult to measure, **GRANTOR** and **COUNTY** agree that the damages shall be measured as follows:

(1) 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 (calculated as the fraction obtained by taking the number of calendar days the improvement exists on the Property divided by 365), and (C) the then current interest rate for post judgment interest; and

(2) 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

(3) 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 **COUNTY**, (B) the length of time that the prohibited use continues on the Property (calculated as the fraction obtained by taking the number of calendar days the prohibited use continues on the Property divided by 365), and (C) the then current interest rate for post judgment interest.

(d) If **COUNTY**, in the notice to **GRANTOR**, demands that **GRANTOR** remove an improvement, discontinue a use, or both and claims damages from such improvement and/or use, then **GRANTOR** may mitigate damages by fully complying with **COUNTY's** notice within the cure period. In the event of such full and timely compliance, **COUNTY** shall not be entitled to damages for the violation specified in the notice. In the event of litigation arising out of the notice, brought either by **GRANTOR** or **COUNTY**, in which **GRANTOR** prevails, then **GRANTOR** shall be entitled to economic damages; provided that neither **COUNTY** nor **GRANTOR** shall be entitled to damages where **COUNTY** has not claimed damages in its notice.

(e) The remedies set forth in this paragraph are not intended to displace any other remedy available to either party as provided by this Easement or applicable law.

**12. Acts Beyond GRANTOR's Control.** Nothing contained in this Easement shall be construed to entitle **COUNTY** to bring any action against **GRANTOR** for any injury to or change

in the Property resulting from causes beyond **GRANTOR's** control, including, but not limited to, fire, flood, storm, 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 agricultural purpose of this Easement. Nothing contained in this Easement is intended to deprive **GRANTOR** of all reasonable economically viable use of the Property, and this Easement shall not be construed to deprive **GRANTOR** of all such use.

**13. Warranty of Ownership.** **GRANTOR** warrants that he is the owner in fee simple of the Property, and that at the time of the conveyance of this Easement the Property is not subject to any deeds of trust other than the deeds of trust identified in Exhibit "B," attached hereto and incorporated herein by this reference, whose trust deed beneficiaries have in Exhibit "B" consented to this Easement, agreed to subordinate their respective interests in the Property to this Easement, and covenanted that any sale made under the provisions of the respective deeds of trust shall be subject to this Easement.

**14. Access and Control.** Except as otherwise provided in this Easement, **GRANTOR** retains the exclusive right of access to and control over the Property. Nothing contained in this Easement shall be construed as affording the public a right of access to any portion of the Property or precluding **GRANTOR's** right to grant access to third parties across the Property, provided that such access is allowed in a reasonable manner and is not inconsistent with the agricultural purpose of this Easement.

**15. Additional Uses.** **GRANTOR** and **COUNTY** intend and agree that this Easement shall confine the use of the Property to the uses enumerated herein and such other uses as **COUNTY** may determine do not conflict with the agricultural purpose of this Easement.

**16. Amendment.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, **GRANTOR** and **COUNTY** may mutually agree to amend or modify this Easement, provided that any such amendment or modification is in writing and signed by both **GRANTOR** and **COUNTY**, and is consistent with the agricultural purpose of this Easement. No amendment or modification of this Easement shall take effect unless and until it is recorded in the office of the Sonoma County Recorder.

**17. Interpretation and Construction.** It is the intention of the parties that this Easement shall be liberally construed to effectuate the agricultural purpose of this Easement. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the agricultural purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid or unenforceable. If any provision of this

Easement is found to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Easement.

**18. Applicable Law and Forum.** This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

**19. Easement to Bind Successors.** Throughout the term of this Easement, this Easement shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running with the Property, and shall be binding upon and inure to the benefit of **GRANTOR**, his personal representatives, heirs, successors, and assigns, and all persons claiming by or through them pursuant to California law.

**20. Subsequent Transfers.** **GRANTOR** agrees to incorporate the terms of this Easement in any deed or other legal instrument by means of which any interest in the Property, including, but not limited to, a leasehold interest, is transferred. The failure of **GRANTOR** to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**21. Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

**To GRANTOR:** Anikka Goodman  
PO Box 358  
Valley Ford, CA 94972

**To COUNTY:** Sonoma County Permit and Resource Management Department  
Attn: Scott Hunsperger  
File No. ZPE22-0061  
2550 Ventura Avenue  
Santa Rosa, CA 95403

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 given upon deposit in the United States mail. In all other instances, notice shall be deemed given at the time of actual delivery. Changes may be

made in the names and addresses of the persons to whom notices, demands, requests, or other communications are to be given by giving notice pursuant to this paragraph.

**23. Number and Gender.** Unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

**24. GRANTOR and COUNTY.** Wherever used herein, the terms "GRANTOR" and "COUNTY" and any pronoun in place thereof, shall mean and be construed to include the above-named GRANTOR, his personal representatives, heirs, successors, and assigns, and all persons claiming by or through them pursuant to California law, and the above-named COUNTY, its successors and assigns, respectively.

**25. COUNTY's Director of Permit and Resource Management and COUNTY's Agricultural Commissioner.** Wherever used herein, the terms "COUNTY's Director of Permit and Resource Management" and "COUNTY's Agricultural Commissioner," and any pronouns in place thereof, shall mean and be construed to include the Director of the Permit and Resource Management Department for COUNTY and the Agricultural Commissioner for COUNTY, respectively, and their duly authorized representatives.

**26. Integration.** This Easement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.

**27. Execution.** GRANTOR shall execute this Easement, cause the same to be acknowledged, and deliver said executed and acknowledged instrument to COUNTY in such form as to permit its acceptance by COUNTY and recordation in the office of the Sonoma County Recorder.

**28. No Liens, Encumbrances, or Conveyances.** After GRANTOR has executed this Easement, GRANTOR warrants that he will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted by COUNTY and recorded in the office of the Sonoma County Recorder.

**29. Captions.** The captions in this Easement have been included solely for convenience of reference. They are not a part of this Easement and shall have no effect upon its construction or interpretation.

IN WITNESS WHEREOF, GRANTOR and COUNTY have executed this Easement as set forth below.

**GRANTOR:**

Anikka L. Goodman and Kathleen A. Duncan, trustee of The William A. and Kathleen A. Duncan Trust U/T/A, dated March 4, 1993

Dated: 4/2/2022

By: 

Print Name: Anikka L. Goodman

Dated: 4-1-22

By: Kathleen A. Duncan trustee of the William A. & Kathleen A. Duncan Trust

Print Name: Kathleen A. Duncan UTA, dated 3-4-1993

Notary Certificate Attached

**COUNTY:**

County of Sonoma

Dated: \_\_\_\_\_

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

~~James Gore~~  
Chair, Board of Supervisors



**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Notary Certificate Attached

# CALIFORNIA CERTIFICATE OF 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 Sonoma )

On 4/2/2022 before me, Gretchen Hill, Notary Public  
(here insert name and title of the officer)

personally appeared Anikka L. Goodman

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/hers/their authorized capacity(ies), and that by his/hers/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 Gretchen Hill, Notary Public

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed

containing 12 + Notary page pages, and dated 4/2/2022

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)

Other: \_\_\_\_\_

representing: Self  
Name(s) of Person(s) or Entity(ies) Signer Is Representing

**Additional Information**

**Method of Signer Identification**

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)  
 Notarial event is detailed in notary journal on:  
 Page # 9    Entry # 3

Notary contact: Gretchen Hill

Other: Notary Public

Additional Signer(s)     Signer(s) Thumbprint(s)

\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sonoma )

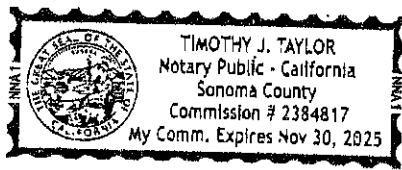
On April 1st, 2022 before me, Timothy J Taylor Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A Duncan  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Consent Deed of Agricultural Easement & Consent  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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

**APPROVED AS TO SUBSTANCE:**

Dated: 01 JUL 22

By: Tennis Wick  
Tennis Wick  
Director of Permit and Resource Management

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy County Counsel



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Sonoma }

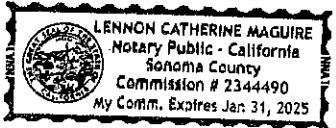
On 7-1-2022 before me, Lennon Catherine Maguire  
Date Here Insert Name and Title of the Officer

personally appeared Tennis Wick  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~X~~ whose name ~~X~~ is/a ~~X~~ 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 ~~X~~, or the entity upon behalf of which the person ~~X~~ 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.



Place Notary Seal and/or Stamp Above

Signature Lennon Catherine Maguire  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT NORTHEAST CORNER OF LOT FOUR (4) OF SECTION TWENTY FOUR (24) OF TOWNSHIP SIX NORTH, RANGE 10 WEST, MOUNT DIABLO MERIDIAN, WHICH SAID CORNER IS ALSO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESIGNATED AS "FIRST PIECE" IN A DEED DATED JANUARY 7, 1913 AND MADE BY SARAH E. MORRIS, A WIDOW, TO N.R. FOWLER, AND RECORDED JANUARY 7, 1918 IN BOOK 356 OF DEEDS, PAGE 393, SONOMA COUNTY RECORDS; AND RUNNING THENCE NORTH 89-1/2° WEST ALONG THE LINE BETWEEN THE LANDS DESCRIBED AND THE SAID "FIRST PIECE" ABOVE DESIGNATED 19.78 CHAINS TO A FENCE WHICH IS 18 LINKS EAST FROM THE SOUTHWEST CORNER OF SAID "FIRST PIECE" ABOVE DESIGNATED AND POINTED OUT; THENCE SOUTH ALONG SAID FENCE 2.78 CHAINS TO THE NORTH SIDE OF A RESERVOIR; THENCE EAST ALONG THE NORTH SIDE OF SAID RESERVOIR 37 LINKS TO NORTHEAST CORNER OF SAID RESERVOIR; THENCE SOUTH ALONG THE EAST END OF SAID RESERVOIR 17 LINKS TO THE SOUTHEAST CORNER OF SAME; THENCE WEST ALONG THE SOUTH SIDE OF SAID RESERVOIR 37 LINKS TO THE FIRST ABOVE MENTIONED FENCE; THENCE SOUTH ALONG SAID FENCE 10.54 CHAINS; THENCE NORTH 80° WEST, 0.39 CHAINS TO THE NORTHEAST CORNER OF A 20 FOOT RIGHT OF WAY; THENCE SOUTH 12° EAST, 30-1/2 LINKS TO A POINT ON THE NORTH BOUNDARY OF RANCHO CANANDE DE POGOLIMI, WHICH POINT IS AT THE NORTHEAST CORNER OF THE LAND OF LEBARON, AND AT THE SOUTHEAST CORNER OF SAID 20 FOOT RIGHT OF WAY; THENCE SOUTH 12° EAST ALONG THE EAST BOUNDARY OF THE LANDS OF SAID LEBARON, 8.08 CHAINS; THENCE CONTINUING ALONG LEBARON'S EAST BOUNDARY SOUTH 3° 20' EAST, 16.27 CHAINS TO THE SOUTHWEST CORNER OF THE LAND OF SARAH E. MORRIS; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF THE LAND OF CERINI, SOUTH 86° 15' EAST 3.60 CHAINS; THENCE NORTH 68° 45' EAST, 5.40 CHAINS; THENCE NORTH 72° EAST, 5.00 CHAINS; THENCE SOUTH 67° 30' EAST 5.00 CHAINS; THENCE SOUTH 62° EAST, 4.43 CHAINS; THENCE NORTH 4° 15' WEST, 16.21 CHAINS; THENCE NORTH 14° WEST 2.18 CHAINS; THENCE

SOUTH 86° 45' WEST, 2.98 CHAINS; THENCE NORTH 0° 45' EAST, 20.37 CHAINS TO THE PLACE OF BEGINNING.

SAID LAND IS BOUNDED ON THE NORTH BY THE TRACT OF LAND HEREINABOVE REFERRED TO AS "FIRST PIECE"; ON THE WEST BY LANDS OF SARAH E. MORRIS AND LANDS OF LEBARON; AND ON THE SOUTH AND EAST BY LANDS OF CERINI.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: LYING WITHIN SECTION 24, TOWNSHIP 6 NORTH, RANGE 10 WEST, M.D.M., AND RANCHO CANADA DE POGOLIMI AND BEING A PORTION OF THE LANDS OF VINCENT GLEASON, ANNA GLEASON, AND GERTRUDE GLEASON ISAACS, AS DESCRIBED IN DEED RECORDED IN BOOK 1845 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 6" X 6" CONCRETE MONUMENT MARKING AN ANGLE POINT ON THE WEST LINE OF THE HEGELER RANCH, AS DELINEATED ON THAT CERTAIN MAP ENTITLED "HEGELER RANCH, NEAR FREESTONE", RECORDED IN BOOK 13 OF MAPS, PAGE 7, SONOMA COUNTY RECORDS FROM WHICH A FOUND 6" X 6" CONCRETE MONUMENT MARKING NORTHWEST CORNER OF SAID "HEGELER RANCH" BEARS NORTH 0° 45' EAST, 2668.94 FEET (MAP GIVEN AS NORTH 00 15' EAST, 2686.20 FT); THENCE ALONG THE COMMON LINE OF THE SAID LANDS OF GLEASON AND THE HEGELER RANCH NORTH 0° 45' EAST, 339.42 FEET TO A SET 1/2" IRON PIPE AND TAG. THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING AND CONTINUING ALONG SAID COMMON LINE, NORTH 0° 45' EAST, 1005.00 FEET TO A SET 1/2" IRON PIPE AND TAG, MARKING NORTHEAST CORNER OF SAID LANDS OF GLEASON; THENCE NORTH 89° 14' 35" WEST, 1302.57 FEET (DEED GIVEN AS NORTH 89° 14' 15" WEST, 302.57 FEET (DEED GIVEN AS NORTH 89° 30' WEST, 1305.48 FEET) TO A SET 1/2' IRON PIPE AND TAG AT A DEED CALL FENCE CORNER, MARKING THE NORTHWEST CORNER OF SAID GLEASON LANDS; THENCE ALONG THE EXISTING DEED CALL FENCE LINE, SOUTH 183.48 FEET TO THE NORTHWEST CORNER OF A RESERVOIR; THENCE EAST, 24.42 FEET TO THE NORTHEAST CORNER OF SAID RESERVOIR; THENCE SOUTH 11.22 FEET TO THE SOUTHEAST CORNER OF SAID RESERVOIR; THENCE WEST 24.42 FEET TO SAID FENCE LINE AND THE EXTENSION THEREOF; SOUTH 827.42 FEET TO A SET 1/2" IRON PIPE AND TAG; THENCE EAST 1289.29 FEET TO THE POINT OF BEGINNING. ALL TAGS MENTIONED BEAR THE INSCRIPTION "HOGAN, SCHOCH & ASSOCIATES, L.S. 2798", FROM A SURVEY DATED AUGUST 1965; BASIS OF BEARINGS, BEING THE EAST LINE

OF THE SAID LANDS OF GLEASON, HOLDING DEED BEARING OF NORTH 0° 45' EAST, BETWEEN THE FOUND CONCRETE MONUMENTS AS DELINEATED ON SAID MAP OF HEGELER RANCH.

PARCEL TWO:

A RIGHT OF WAY OVER THE LANDS OF SARAH E. MORRIS, AS PARTICULARLY DESCRIBED IN A CERTAIN DEED MADE BY SAID SARAH E. MORRIS, A WIDOW TO N.R. FOWLER, DATED JANUARY 7, 1913 AND RECORDED JANUARY 7, 1918 IN LIBER 356 OF DEEDS, PAGE 393, OF SONOMA COUNTY RECORDS.

PARCEL THREE:

THOSE CERTAIN LANDS KNOWN AS THE H.M. LEBARON BODEGA ROADS TRACT, SITUATED IN BODEGA TOWNSHIP, SONOMA COUNTY, BEING THE PORTION OF THAT CERTAIN TRACT CONTAINING 25.82 ACRES, CONVEYED BY BENJAMIN LEBARON, AND OTHERS TO H.M. LEBARON, BY DEED DATED MAY 18, 1904 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON JUNE 23, 1904 IN BOOK 213 OF DEEDS, AT PAGE 252, AND SHOWN "FOURTH" IN DEED TO WIT: THAT PORTION OF WHAT IS KNOWN AS "THE WATSON RANCH" LYING EAST OF THE PUBLIC ROAD LEADING FROM FREESTONE TO VALLEY FORD CONTAINING 25.82 ACRES, AND BEING THE LAST PIECE OF LAND DESCRIBED IN AND CONVEYED BY A DEED FROM JAMES WATSON TO HOLLIS HITCHCOCK, DATED OCTOBER 20, 1877 AND RECORDED IN BOOK 61 OF DEEDS, PAGE 391, OF THE RECORDS OF SAID SONOMA COUNTY, WHICH PORTION REMAINS AFTER EXCEPTING FROM SAID ORIGINAL TRACT THE FOLLOWING PARCEL OF LAND:

THAT CERTAIN PARCEL CONTAINING 8.61 ACRES, CONVEYED BY ELM. LEBARON TO RAYMOND COLLONGE, BY DEED DATED OCTOBER 31, 1910 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SONOMA, ON AUGUST 5, 1913 TO WIT:

BEING A PORTION OF THE FOURTH TRACT OF LAND DESCRIBED IN DEED FROM BENJAMIN LEBARON, AND OTHERS, TO H.M. LEBARON, DATED MAY 18, 1904 AND RECORDED IN BOOK 213 OF DEEDS, PAGE 252, WHICH FOURTH TRACT IS THAT PORTION OF WHAT IS KNOWN AS "THE WATSON RANCH" LYING EAST OF THE PUBLIC ROAD LEADING FROM FREESTONE TO VALLEY FORD, AS DESCRIBED IN DEED FROM JAMES WATSON TO HOLLIS HITCHCOCK, DATED OCTOBER 20, 1877 AND RECORDED IN BOOK 61 OF DEEDS, PAGE 390 OF SONOMA COUNTY RECORDS. BEGINNING AT A POINT

IN THE MIDDLE OF THE ABOVE ROAD, FROM WHICH A GRANITE POST "LI", DESCRIBED IN THE NOTES ON MAP OF SURVEY MADE FOR HEIRS OF HOLLIS HITCHCOCK, WHICH MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON APRIL 26, 1904 BEARS SOUTH 30 DEGREES EAST, 5.26 CHAINS DISTANT, THE SAID POINT BEING SOUTH 56 DEGREES WEST, 48 LINKS FROM A STATION A OF SAID MAP; THENCE FROM SAID POINT OF BEGINNING NORTH 47 DEGREES EAST, 3.82 CHAINS TO A STAKE FROM WHICH STATION POINT 30 OF SAID MAP BEARS NORTH 79 DEGREES 17' WEST, 6.55 CHAINS DISTANT; THENCE CONTINUING SAME COURSE (NORTH 47 DEGREES EAST) A TOTAL DISTANCE OF 12.40 CHAINS TO A POST IN THE SOUTH LINES OF LANDS OF SARAH FURRINE; THENCE ALONG SAID LINE NORTH 79 DEGREES 36' WEST, 16.15 CHAINS TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE NORTHWESTERN PACIFIC (NARROW GAUGE) RAILROAD; THENCE ALONG SAID RIGHT OF WAY AND ALONG DEPOT GROUNDS, SOUTH 5 DEGREES 30' EAST, 1.00 CHAINS; SOUTH 5 DEGREES 15' EAST, 1.00 CHAINS; SOUTH 20 DEGREES 15' EAST, 1.00 CHAIN; SOUTH 29 DEGREES EAST, 1.00 CHAIN; SOUTH 37 DEGREES 45' EAST, 0.40 OF A CHAIN; SOUTH 43 DEGREES 15' EAST, 4.31 CHAINS TO A LARGE POST; THENCE SOUTH 53 DEGREES 15' WEST, 0.45 OF A CHAIN TO THE CENTER OF SAID PUBLIC ROAD; THENCE ALONG THE SAME SOUTH 36 DEGREES 23' EAST, 4.78 CHAINS TO THE POINT OF BEGINNING. CONTAINING 8.61 ACRES; BEARING TRUE, MAGNETIC VARIATION USED AT DATE OF SURVEY (OCTOBER 7, 1910) 18 DEGREES EAST WITH ALL RIGHTS AND PRIVILEGES FOR WATER AS RESERVED IN DEED TO ALBERT WITHAM, DATED SEPTEMBER 1, 1908.

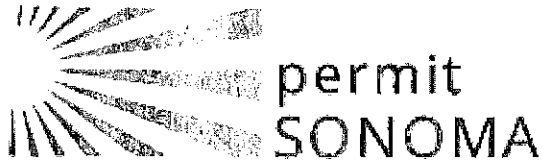
ALSO ANY AND ALL RIGHTS OR PRIVILEGES FOR WATER AS RESERVED IN DEED DATED SEPTEMBER 1, 1908 FROM H.M. LEBARON TO ALBERT WITHAM.

PARCEL FOUR:

BEGINNING AT A POINT ON THE EAST LINE OF THE VALLEY FORD TO FREESTONE HIGHWAY WHICH IS AT RIGHT ANGLES TO AND 20 FEET DISTANT FROM ENGINEERS STATION 95-29.90 OF SAID HIGHWAY AND A GRANITE MONUMENT MARKED L-3 REFERRED TO IN DEED FROM JOHN A. MACHE TO COUNTY OF SONOMA, DATED AUGUST 25, 1922 AND RECORDED IN BOOK 34, PAGE 431 OF SONOMA COUNTY RECORDS, BEARS SOUTH 84 DEGREES 30' WEST, A DISTANCE OF 53.4 FEET; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE EAST LINE OF SAID HIGHWAY SOUTH 33 DEGREES 51' EAST, 268.43 FEET; THENCE CURVING TO THE LEFT WITH A RADIUS OF 280 FEET A DISTANCE OF 169.65 FEET; THENCE SOUTH 68

DEGREES 34' EAST, 195.52 FEET; THENCE CURVING TO THE RIGHT WITH A RADIUS OF 320 FEET A DISTANCE OF 77.07 FEET; THENCE SOUTH 54 DEGREES 46' EAST, 141.74 FEET; THENCE NORTH 29 DEGREES 19' WEST, ALONG THE CENTER OF THE OLD COUNTY ROAD, AND THE EAST LINE OF THE 22.26 ACRE TRACT DESCRIBED IN DEED FROM H.M. LEBARON TO A. MACHE, DATED JUNE 22, 1910 AND RECORDED IN BOOK 267 OF DEEDS, PAGE 173 OF SONOMA COUNTY RECORDS, A DISTANCE OF 270.28 FEET; THENCE NORTH 61 DEGREES 34' WEST, 577.81 FEET MORE OR LESS TO THE POINT OF BEGINNING.

A.P. No. 026-100-013-000



## CERTIFICATE OF ACCEPTANCE

(Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed of Agricultural Easement and Covenant for Farm Family Dwelling from Anikka L. Goodman and Kathleen A. Duncan, trustee of The William A. and Kathleen A. Duncan Trust U/T/A, dated March 4, 1993, to the County of Sonoma, a political subdivision of the State of California, is hereby accepted pursuant to the authority conferred by the Board of Supervisors to the Director of Permit and Resource Management Department by Resolution 06-0367 dated April 25, 2006, to execute such easements, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 01 JUN 23

A handwritten signature in cursive script, reading "Tennis Wick", is written over a horizontal line.

Tennis Wick, AICP

Director of Permit Sonoma

