

ATTACHMENT 8

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

Gov. Code § 27383 – Exempt from recording fees, recorded by government agency
Gov. Code § 27388.1 – Exempt from SB2 fees, recorded by government agency
Gov. Code § 27388.2 – Exempt from RCM fees, recorded by government agency
Rev. & Tax. Code § 11922 – Exempt from Documentary Transfer Tax, interest acquired by government agency

DEED AND AGREEMENT
BY AND BETWEEN
LARRY K. PETER AND WESTERN DAIRY PROPERTIES, LLC
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

LARRY K. PETER, a single man, and WESTERN DAIRY PROPERTIES, LLC, a California limited liability company, (collectively “GRANTOR”) and the SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 *et seq.* (“DISTRICT”), agree as follows:

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A. GRANTOR is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (“the Property”).

B. In 1990, the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax. The purpose for the creation of DISTRICT and the imposition of the tax was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers consistent with a voter-approved Expenditure Plan. DISTRICT was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 *et seq.* and to advance the implementation of the open space elements of their respective general plans. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax and an update of the Expenditure Plan.

C. DISTRICT is organized pursuant to Public Resources Code sections 5500 *et seq.* and is duly authorized to acquire and hold conservation easement interests pursuant to Civil Code section 815.3 and Public Resources Code section 5540.

D. On May 21, 2024, DISTRICT’s Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. 24-00##, that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan (specifically the Plan’s Land Use, Open Space and Resource Conservation, Agriculture, and Water Resources Elements) because it supports the goals and policies of those Elements, including but not limited to reducing economic pressure for conversion of agricultural land to non agricultural use; maintaining the maximum amount of land in parcel sizes that a farmer would be willing to lease or buy for agricultural purposes; avoiding the conversion of agricultural lands to residential or nonagricultural commercial uses; preserving roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the County’s tourism economy; preserving the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations; protecting and enhancing the County’s natural habitats and diverse plant and animal communities; protect and enhance Riparian Corridors and functions along streams, balancing the need for agricultural production, urban development, timber and mining operations, and other land uses with the preservation of riparian vegetation, protection of water resources, flood control, bank stabilization, and other riparian functions and values; encourage the conservation of soil resources to protect their long term productivity and

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economic value; protecting, restoring and enhancing the quality of surface and groundwater resources to meet the needs of all reasonable beneficial uses; and protecting existing groundwater recharge areas. By that same resolution, DISTRICT's Board of Directors determined that its funding of the Project is consistent with the voter-approved Expenditure Plan.

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

F. 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 Easement.

THEREFORE, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions herein set forth and other valuable consideration receipt of which is hereby acknowledged, GRANTOR and DISTRICT agree as follows:

EASEMENT

PART ONE: GRANT OF EASEMENT

1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights. Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 through 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts a conservation easement over the Property in perpetuity under the terms and conditions set forth herein ("the Easement"). GRANTOR hereby irrevocably assigns to DISTRICT all development rights associated with the Property, except as specifically provided by this Easement.

2. Conservation Values. The Property consists of two parcels of farmland located in the Stemple Creek and Chileno Creek watersheds west of Petaluma along Spring Hill Road. Critical resources on the Property (collectively “the Conservation Values”), include the agricultural values, natural resource values, and scenic values, as described below.

2.1. Agricultural Values. The Property contains significant agricultural resources, including but not limited to good agricultural soils, including approximately 262-acres of soils of statewide importance, as well as potentially prime soils when drained/irrigated; gently rolling topography; and abundant water, including registered appropriative water rights; situated in a sheltered valley with a mild climate. The Property is in an area dominated by agricultural use, with sufficient infrastructure and within close proximity to markets to host a wide variety of agricultural operations.

2.2. Natural Resource Values. The Property possesses a variety of natural resource values including but not limited to the following: woodland, grasslands, and stock ponds that provide roosting, nesting, foraging, and wildlife movement opportunities for a variety of species adapted to a rural environment; perennial and intermittent creeks and headwater drainages which provide habitat for wildlife and vegetation that can filter runoff to provide clean water to Stemple Creek, leading to the Estero de San Antonio as well as a tributary to Laguna Lake, leading to Chileno/Walker Creek, Tomales Bay, and ultimately the Pacific Ocean. The property hosts potential habitat for several special status species including Townsend big-eared bat (*Corynorhinus townsendii*), western red bat (*Lasiurus blossevillei*), snowy plover (*Charadrius nivosus*), long-eared myotis (*Myotis evotis*), golden eagle (*Aquila chrysaetos*), grasshopper sparrow (*Ammodramus savannarum*), fringed myotis (*Myotis thysandodes*), eastern king snake (*Lampropeltis getula*), common yellowthroat (*Geothlypis trichas*), California red-legged frog (*Rana draytonii*), California giant salamander (*Dicamptodon ensatus*), western pond turtle (*Actinemys marmorata*), American badger (*Taxidea taxus*), purple martin (*Progne subis*), pallid bat (*Antrozous pallidus*), and burrowing owl (*Athene cunicularia*). Stemple Creek and Chileno/Keyes Creek are both impaired waterways at the Effective Date, and protecting and enhancing the Property’s water filtration and other ecological functions is important to protecting and improving the water quality and habitat in both watersheds. The Property also contains headwaters to Laguna Lake, a large year-round vernal pool or lake which provides important habitat for migratory waterfowl and special-status species including the California newt (*Taricha torosa*), which rely on clean fresh water draining from the surrounding area. Areas of oak and hardwood woodland on the Property provide habitat for a variety of native animals, fungi, and vegetation. The central portion of the Property overlays a major groundwater basin (Wilson Grove Highland) and provides important groundwater recharge

functions for the surrounding community. The entire Property is identified as a medium priority wildlife corridor under the DISTRICT's Vital Lands Initiative. The parties agree that the composition of natural resources will change over time with natural succession, habitat shift, and climate change and that this Easement will protect the natural resources as they adapt and change.

2.3. Scenic Values. The open rolling grassland, hills, and small forested knoll on the Property are widely visible from Spring Hill Road and partially visible from Bodega Avenue and Chileno Valley Road, providing a bucolic view of rural southern Sonoma County. The Property is near the County-identified greenbelt surrounding the city of Petaluma and Spring Hill Road is popular with cyclists, plein air painters, and car clubs for its scenic vistas. It is a gateway to Sonoma County beaches from southwestern Petaluma and portions of western Marin County.

3. Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2. This purpose shall hereinafter be referred to as "the Conservation Purpose of this Easement." GRANTOR and DISTRICT intend that this Easement will constrain development and the use of the Property to uses and activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any uses and activities of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTOR and DISTRICT intend that all Conservation Values of the Property will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: (i) in the Natural Areas designated in Section 5.1.8(b), first priority shall be given to preservation and protection of natural resources, second to the scenic resources, and third to the agricultural resources; (ii) on the remainder of the Property, the first priority shall be given to the preservation and protection of the agricultural resources, the second to the natural resources, and third to the scenic resources.

PART TWO: RIGHTS OF DISTRICT

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

4.1. Protecting Conservation Values. DISTRICT shall have the right to preserve, protect and document in perpetuity the Conservation Values of the Property.

4.2. Property Inspections. DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, and (iv) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week's prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR's use and quiet enjoyment of the Property pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, but shall not necessarily be 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 at any time, upon twenty-four hours' prior notice to GRANTOR, to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents consultants, and volunteers of DISTRICT.

4.3. Enforcement. DISTRICT shall have the right to enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement and to require restoration of such areas or features as may be damaged by such activities or uses.

4.4. Approval of Certain Uses. DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Section 5, and Section 6.

4.5. DISTRICT Signage. DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR, visible from a public road, bearing information indicating that the Property is protected by DISTRICT and

acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The wording of the information shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor be artificially illuminated. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

PART THREE: RESTRICTIONS ON DEVELOPMENT, USE, AND ACTIVITIES

5. GRANTOR's Restricted Rights. GRANTOR shall confine the use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific duties with respect to the preservation of the Property's Conservation Values; (ii) establishes allowed activities and uses; (iii) establishes restricted or prohibited activities and uses; and (iv) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.

5.1. General Requirements for All Uses.

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

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

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

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

5.1.5. Duty to Prevent Waste, Nuisance, and Trespass. Without limiting the generality of the foregoing, GRANTOR shall maintain the Property in a condition

consistent with the Conservation Purpose of this Easement, which obligation shall include the undertaking of reasonable and necessary steps to prevent harm to the Conservation Values of the Property due to foreseeable acts or omissions of third parties.

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

5.1.7. Natural Areas Management Plan. Grantors' use and maintenance of the Natural Areas (defined in Section 5.1.8(b)) shall be carried out in strict compliance with a management plan reviewed and approved by the DISTRICT in accordance with this section and Section 6.1 (the "Management Plan").

a) The purpose of GRANTOR's Management Plan will be to enable and support the preservation, restoration, and enhancement of the natural resources within the Natural Areas, to encourage the ecological function of the Natural Areas, and to assure that all uses and activities within the Natural Areas are conducted in a manner that is beneficial to the Conservation Values of the Property. The Management Plan may permit livestock grazing within the Natural Areas so long as the grazing regime is designed to support the ecological function of the Natural Areas and describes best management practices for grazing.

b) The Management Plan is the sole responsibility of GRANTOR (including heirs and assigns) and must be developed by a qualified professional, such as a biologist, certified rangeland manager, or certified conservation planner, with experience working in watersheds similar to those found on the Property.

c) The Management Plan will contain, at minimum, the following: goals and objectives, a description of the natural resources within the Natural Area, a timeline for implementation, a detailed description of all proposed uses and seasons of uses proposed for the Natural Areas, detailed descriptions of any infrastructure reasonably needed to carry out those uses, locations for all uses and infrastructure, best management practices for the protection and enhancement of riparian resources, and a detailed description of how each

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proposed use will support and further the purpose, goals, and objectives of the Management Plan.

d) Prior to the Effective Date, GRANTOR submitted, and DISTRICT approved an initial Management Plan for the Property. GRANTOR may update the Management Plan to address changing conditions in or new proposed uses of the Natural Areas. The Management Plan and future updates and amendments will be subject to review and approval by DISTRICT in accordance with Section 6.1 of this Easement. The Management Plan shall not be implemented on the Property until it has been approved by DISTRICT. Uses in the Natural Areas not addressed by the Management Plan shall not be permitted.

5.1.8. Easement Designation Areas. This Easement identifies and designates different types of geographically specific areas of the Property within which particular uses or structures may be permitted, or within which particular restrictions may apply (the "Easement Designation Areas"). The general locations of these Easement Designation Areas are depicted on the Project Structure Map attached hereto as Exhibit B and incorporated herein by this reference, as well as on the Baseline Documentation Report Site Map (the "Baseline Site Map"), as identified in Section 9. In the event that a conflict is found between the written descriptions of the Easement Designation Areas, the Project Structure Map, and/or the Baseline Site Map, the written descriptions shall prevail. The Easement Designation Areas are further described as follows:

a) Building Envelopes. Two (2) Building Envelopes are designated on the Property, as described herein (the "Building Envelopes"). The Purpose of the Building Envelopes is to preserve the scenic and open space characteristics, agricultural values, and natural resource values of the Property by promoting clustering and limiting most structures to areas of the Property where residential and agricultural structures exist at the Effective Date. "Building Envelope 1" consists of approximately 31 acres around and including the historical farmstead located at the end of a long driveway in the western portion of the Property associated with 4235 Spring Hill Road. "Building Envelope 2" consists of approximately 26 acres around and including the residential compound located in the eastern portion of the Property alongside Spring Hill Road associated with 3803 Spring Hill Road. The general locations of the Building Envelopes are shown on the Baseline Site Map and the Project Structure Map, and each is more

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particularly described in **Exhibit C** (Description of Building Envelopes), attached hereto and incorporated herein by this reference.

b) Natural Areas. The “Natural Areas” are designated buffers surrounding the streams, headwater drainages, and native woodland on the Property. The purpose of the Natural Areas is to ensure the protection of natural resources, including native vegetation and wildlife corridors, stabilization of stream banks, prevention of sedimentation of watercourses, and protection and enhancement of water filtration function. The type and approximate locations of such Natural Areas, as they exist at the Effective Date, are depicted on the Project Structure Map attached hereto as **Exhibit B** and the Baseline Site Map. In the event of any conflict between information regarding exact boundaries of the Natural Areas depicted on the Project Structure Map or the Baseline Site Map and measurements on the ground, the measurements on the ground shall prevail.

i. The Natural Area surrounding the woodlands on the Property, labelled Natural Area 1, is located in the westernmost portion of the Property on Parcel B and consists of approximately 21 acres surrounding a perennial tributary to Stemple Creek, associated riparian forest, and a nearby wooded hill, and is more particularly described in Exhibit C.

ii. The Natural Areas on the headwater drainages to Stemple Creek and Laguna Lake, labelled Natural Areas 2-3 on the Project Structure Map in **Exhibit B**, extend for seventy-five (75) feet from the centerline outward on both sides of the drainages. The Natural Area on the headwater drainage to Laguna Lake excludes the stock pond and a buffer for 15 feet around the stock pond as measured from the normal wet-season high water mark.

5.2. Subdivision and Parcels. At the time of the recordation of this Easement, the Property may consist of more than one legal parcel. It is the intent of this Easement to accomplish a de facto merger of certain of all parcels, whether such parcels are known or unknown to the parties at the time of the recordation of this Easement, for the purposes of ensuring that the entirety of the Property shall have no more than two (2) legal owners. For the purposes of defining these separate ownerships, the parcels are hereby united as follows:

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Ownership #1 – “Parcel A” consists of APN 022-260-003 and any constituent parcels which may comprise a portion of this known legal parcel.

Ownership #2 – “Parcel B” consists of all portions of the Property that are not part of Parcel A and any constituent parcels which may comprise a portion of these known legal parcels.

The above-described ownerships are depicted on the Project Structure Map and Baseline Site Map. At no time shall there exist more than two (2) ownerships on the Property. GRANTOR shall not further subdivide the Property or any of its constituent parcels, whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act or otherwise, of additional parcels which may have previously been created on the Property by prior patent or deed conveyances, subdivisions, or surveys. GRANTOR shall not convey any portion of the Property into ownership separate from the two (2) allowed ownerships. GRANTOR may sell each of the two (2) ownerships, but each ownership shall remain subject to the terms of this Easement.

5.2.1. Exceptions. This prohibition against division of the Property shall be inapplicable to:

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

b) Agricultural Leases. GRANTOR may lease a portion(s) of the Property for the permitted agricultural uses described in Section 5.3.2.

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

5.2.3. Merger. Within eight (8) months of the recordation of this Easement, GRANTOR shall record pursuant to the Subdivision Map Act and local ordinance a merger of all existing parcels or claimed parcels of the Property into two (2) legal

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parcels, as described in Section 5.2. If the parcels cannot be merged because of their lack of contiguity or for any other reason, GRANTOR shall pursue and secure such other applicable legal restrictions as are necessary to ensure that no portion of the Property may be sold or conveyed separate from the configuration described in Section 5.2.

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

5.3.1. Residential Use. GRANTOR may reside on the Property.

5.3.2. Agricultural Use. GRANTOR may engage in agricultural uses of the Property as defined below in accordance with sound, generally accepted agricultural and soil conservation practices, provided however that no agricultural use shall be undertaken in a manner that significantly impairs the long-term agricultural productive capacity of the Property. In connection with permitted agricultural uses, any application of government-approved agrichemicals, including but not limited to, herbicides, fertilizers, and biocides, must be applied only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes and consistent with government regulations and guidelines. Agrichemicals shall not be used in the designated Natural Areas.

a) Livestock for the Production of Food and Fiber. GRANTOR may breed, raise, pasture, and graze livestock of every nature and description for the production of food and fiber.

b) Bees, Fish, Poultry, and Fowl. Outside of the Natural Areas, GRANTOR may breed and raise bees, fish, poultry, and other fowl.

c) Crops. Outside of the Natural Areas, GRANTOR may plant, raise, harvest, and produce agricultural, aquacultural, horticultural, and forestry crops and products of every nature and description.

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

e) Processing of Crops and Products. Within the Building Envelopes, GRANTOR may process agricultural crops and products principally harvested and

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produced on the Property. “Principally harvested and produced on the Property” means that the majority of the source material for the product is derived from crops grown on the Property or livestock that lived the majority of their lives on the Property.

f) Composting. Outside of the Natural Areas, GRANTOR may store, process, and sell, including direct retail sale to the public, compost materials generated on the Property in association with the permitted agricultural uses. GRANTOR may import organic material (including industrial byproducts such as whey) to support the compost operation provided that the majority of the composting material is derived from the Property.

5.3.3. Recreational, Scientific, and Educational Use. GRANTOR may use the Property for low-intensity outdoor recreation, scientific study, and education including hiking, nature study, biological surveys, and other such uses similar in nature and intensity. All improvements associated with the low-intensity recreational, scientific, and educational uses shall be placed or constructed consistent with Section 5.4.9 of this Agreement. GRANTOR may engage in hunting and fishing on the Property pursuant to Sections 5.5.8 and 5.5.9.

5.3.4. Natural Resource Protection, Preservation, Restoration, and Enhancement. GRANTOR may protect, preserve, restore, and enhance the natural resources of the Property in accordance with sound, generally accepted conservation practices and the provisions of Sections 5.3.4 and 5.5.

a) Mitigation. Subject to prior written approval of DISTRICT, the Property may be used for mitigation of on- or off-site projects if DISTRICT determines, in its sole discretion, that the following criteria are met: 1) the proposed mitigation enhances the Conservation Values; 2) the proposed mitigation is consistent with DISTRICT’s enabling legislation; 3) the proposed mitigation is aligned with DISTRICT’s objectives and goals; and 4) the proposed mitigation does not present a risk to DISTRICT’s long-term fiscal stability. Furthermore, 1) any additional protections required by regulatory agencies in association with a mitigation project must be consistent with this Easement; and 2) the sale of mitigation credits are considered a commercial use and subject to the provisions of Section 5.3.7.

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5.3.5. Farm-Stays. GRANTOR may provide short-term lodging associated with and in support of the agricultural use of the Property within the short-term lodging structures described in Section 5.4.5.

5.3.6. Special Events. With prior notice to DISTRICT, GRANTOR may host up to three (3) special private events (such as weddings, fundraisers, or family reunions) on the Property each year, provided that no more than one hundred (100) people attend each event. Parking for such events is limited to farm roads and the Building Envelopes. In lieu of individual event notices, GRANTOR may provide DISTRICT with a notice for multiple events.

5.3.7. Commercial Use. GRANTOR may use the Property for the following commercial uses: (i) agricultural use as described in Section 5.3.2; (ii) home occupation(s) within permitted residential buildings; (iii) leases or rentals for residential and agricultural uses as defined in Sections 5.3.1 and 5.3.2; (iv) commercial hunting of non-native species pursuant to Section 5.5.9; and (v) short-term lodging pursuant to Section 5.3.5; (iv) special events pursuant to Section 5.3.6; and (v) subject to prior written approval of DISTRICT, other minor ancillary commercial use found to be consistent with Conservation Values of this Easement.

5.4. Structures and Improvements. No structure or improvement shall be maintained, repaired, replaced, constructed, or placed on the Property except as provided in this Section 5.4. All structures and improvements allowed by Sections 5.4.1 through 5.4.7, whether existing at the time of this Easement or placed subsequent to this Easement, shall be located within a Building Envelope as designated in Section 5.1.8(a), except as expressly permitted herein. At no time shall the structures and improvements existing at the Effective Date or built or placed subsequently pursuant to this Section 5.4 cover, cumulatively, more than 1 percent of Parcel A and no more than 1.5 percent of Parcel B. Furthermore, no structure or improvement shall exceed 24 feet in height except as otherwise provided herein.

5.4.1. Maintenance, Repair, or Replacement of Structures and Improvements. GRANTOR may maintain, repair, or replace structures and improvements existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, as follows:

- a) If the maintenance, repair, or replacement does not increase the height of the structure or improvement, increase the land surface area it

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occupies or change its location or function, no notice to or approval by DISTRICT shall be required.

b) Any maintenance, repair, or replacement that increases the height of the structure or improvement, increases the land surface area it occupies, or changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 through 5.4.11.

5.4.2. Primary Residence. At the Effective Date, there is one (1) primary residence on each parcel of the Property. At any one time, there may be no more than one (1) primary residence located on each parcel of the Property. Subject to the preceding sentence and prior written notice to DISTRICT, GRANTOR may replace either of the existing primary residences within the same designated Building Envelope, provided that no such residence exceeds 30 feet in height and 2,500 square feet in size, exclusive of garage. All garages, whether attached or detached, shall be subject to Section 5.4.3.

At such time that a new replacement primary residence is constructed, GRANTOR shall remove the existing primary residence or redesignate and maintain it as agricultural worker housing in accordance with Section 5.4.6 so that after construction of a new replacement primary residence, no more than one (1) primary residence is located on each parcel of the Property.

5.4.3. Structures and Improvements Accessory to Residential Use. Subject to prior written notice to DISTRICT, GRANTOR may place or construct within a designated Building Envelope accessory structures and improvements reasonably related to the permitted primary residences on the Property, including, but not limited to, garage, shed, personal play structures, personal gardens, and swimming pool. All such structures and improvements must be placed or constructed within the same Building Envelope as the associated primary residence. The total cumulative square footage of the structures and improvements accessory to residential use shall not exceed 3,000 square feet for each parcel. No single accessory residential structure shall exceed 1,000 square feet in size.

5.4.4. Accessory Residences. Subject to prior written notice to DISTRICT, GRANTOR may have, place, or construct within a designated Building Envelope, not more than one (1) accessory residence, restricted to Building Envelope 2. At the

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Effective Date one (1) accessory residence exists in Building Envelope 2. All garages, whether attached or detached, shall be subject to Section 5.4.3.

5.4.5. Short Term Lodging Structures. Subject to prior written notice to DISTRICT, GRANTOR may have, place, or construct not more than one (1) structure supporting single-family sized short-term lodging in each Building Envelope (for a total of two (2) short term lodging structures on the Property). At the Effective Date, there is one (1) short-term lodging structure in Building Envelope 2 and no short-term lodging structure in Building Envelope 1.

5.4.6. Residential Agricultural Structures. Subject to prior written notice to DISTRICT, GRANTOR may place or construct within a designated Building Envelope agricultural residences (farm worker housing, farm family housing or similar residences for agricultural workers), provided that no such residence shall be greater than 2,000 square feet in size, exclusive of garage. All garages, whether attached or detached, shall be subject to Section 5.4.3.

5.4.7. Non-residential Agricultural Structures. Subject to prior written notice to DISTRICT, GRANTOR may place or construct within a designated Building Envelope accessory structures and improvements reasonably necessary for the permitted agricultural use of the Property, including but not limited to barns, corrals, and greenhouses. Subject to prior written approval of DISTRICT, GRANTOR may place or construct outside of a designated Building Envelope, minor accessory structures and improvements reasonably necessary for the permitted agricultural use of the Property, such as corrals and well houses, as well as temporary structures associated with direct-sales, such as event tents, provided that such structures are sited to minimize impacts to the Conservation Values of the Property. The packing shed on Parcel B is located outside of the Building Envelopes and can remain in the same location as described in the Baseline Documentation Report. If replaced, it must be replaced within one of the designated Building Envelopes. No non-residential agricultural structure may be taller than 40 feet.

5.4.8. Structures and Improvements Accessory to Natural Resource Protection Use. Subject to prior written notice to DISTRICT, GRANTOR may place or construct within a designated Building Envelope accessory structures and improvements reasonably necessary for natural resource protection on the Property, including, but not limited to, sheds and greenhouses. Subject to prior written approval of DISTRICT, GRANTOR may place or construct temporary accessory structures and improvements

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outside of a designated Building Envelope as necessary during, and in connection with, natural resource restoration and enhancement activities.

5.4.9. Improvements for Recreational, Scientific, and Educational Uses. At the Effective Date there are recreational structures and improvements within Natural Area 1 consisting of a bunk house, shower room, picnic areas, and water infrastructure (the “Hunt Camp”) as described in the Baseline Documentation Report. GRANTOR may maintain and, with prior notice, replace such recreational structures and improvements within the same footprint and of the same height. Subject to prior written approval of DISTRICT, GRANTOR may construct or place minor improvements associated with permitted low-intensity outdoor recreational, scientific, and educational uses, such as a single-track unpaved trail, benches, picnic tables, and viewing areas, on the Property.

5.4.10. Roads. Subject to prior written approval of DISTRICT, GRANTOR may construct new roads and reconstruct or expand existing roads provided that such roads (i) are directly required for uses and activities allowed herein and (ii) are the minimum necessary for such uses and activities. Roads shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices for roads as recommended by California Department of Fish and Wildlife or other similar or successor entity. Roads constructed subsequent to this Easement may not be paved with asphalt, concrete or other impervious surface unless such paving is required by any federal, state or local law, code, ordinance, or regulation. Roads that are abandoned, permanently closed and/or decommissioned shall be revegetated with native species or agricultural crops, stabilized, and ensured of proper drainage. Native oak trees shall not be removed for purposes of road construction or maintenance except as provided in Section 5.5.6.

5.4.11. Fences and Gates. Subject to prior written approval of DISTRICT, GRANTOR may construct and erect new fencing and gates only as necessary for permitted uses of the Property or as necessary in connection with GRANTOR’S duties to prevent foreseeable trespass pursuant to Section 5.1. Notwithstanding the foregoing, no approval is required for placement of temporary fencing. All fencing and gates must (i) preserve the scenic values of the Property; (ii) be the minimum necessary in design and extent; (iii) not impede wildlife movement except within the Building Envelopes and in cases where necessary to protect the allowed agricultural and natural resource management, restoration and enhancement uses described in this Easement; and (iv) comply with DISTRICT’s then current guidelines for fences on conservation lands.

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Notwithstanding the provisions of Section 5.4.1, whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this Section 5.4.11. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.11, GRANTOR shall remove such fencing or gate from the Property.

5.4.12. Utilities and Energy Resources. Subject to prior written approval of DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including but not limited to electric power, septic or sewer, communication lines, and water storage and delivery systems, provided that such utilities are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses. Electric power and communication utilities may serve off-site use only if associated improvements are located on a permitted structure and do not cause such structure to exceed size and height limitations.

5.4.13. Signs. GRANTOR may construct or place signs as set forth in this Section 5.4.13. No sign shall be artificially illuminated.

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

b) Without prior written notice to or approval of DISTRICT, GRANTOR may construct or place signs no more than six (6) square feet in size to (i) mark the boundary of the Property; and (ii) provide directional, interpretive and educational information, provided that the size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and further provided that such signs are sited and constructed in a manner that does not create a significant visual impact.

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

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

5.5. Land and Resource Management

5.5.1. Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat, or sod, except as reasonably necessary in connection with the uses, structures and/or improvements allowed under Section 5 of this Easement. In connection with allowed uses, structures, and/or improvements, movement of over 50 cubic yards of material from a location other than the quarry existing at the Effective Date in any calendar year is subject to prior DISTRICT approval. The quarry on the Property is located within Natural Area 1, which was designated to protect the sensitive natural resources of the area. As such, use of the quarry shall be carried out in a manner that avoids impacts to the natural resource values protected by this Easement. Material extracted from the quarry shall not be used off of the Property.

5.5.2. Water Resources. Draining, filling, dredging, diking, damming, or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds, and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development, and expansion of water storage and delivery systems allowed under Section 5.4.12; (ii) reconstruction, expansion, and new construction of trails or roads (including crossings) allowed under Sections 5.4.9 and 5.4.10, respectively; and (iii) the restoration and enhancement of natural resources allowed under Section 5.5.5.

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

5.5.4. Vegetation and Fuel Management. GRANTOR may undertake vegetation and fuel management activities to reduce wildfire risk as provided in this section. All vegetation and fuel management activities shall be designed and implemented to minimize harm to native wildlife, plant communities, and non-target plants. If vegetation and fuel management activities are to take place during nesting season,

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GRANTOR shall ensure that nesting surveys are conducted in coordination with a qualified biologist and shall modify activities based on survey results to prevent harm to identified nests.

a) Within 100 feet of structures and without need for notice to or approval from DISTRICT, GRANTOR may undertake brush removal, mowing, grazing, tree trimming, targeted tree removal, and other vegetation management methods of similar nature and intensity.

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

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

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

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

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

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

5.5.5. Management, Restoration, and Enhancement. With prior written approval of DISTRICT, GRANTOR may undertake conservation and restoration activities, including, but not limited to, bank and soil stabilization, and practices to enhance water quality, native plants and wildlife habitat and connectivity, and to promote biodiversity. All such activities must be undertaken pursuant to a restoration plan approved in advance by DISTRICT in accordance with Section 6.1. Such plan may be included in the Management Plan described in Section 5.1.7.

5.5.6. Native Tree Removal. Harvesting, cutting, trimming, transplanting, or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of fire management, in accordance with Section 5.5.4; and (iv) for natural resource management as set forth in Section 5.3.4 of this Easement. Native trees removed pursuant to this Section 5.5.6 may be used for personal firewood.

5.5.7. Native Vegetation Removal. Removal or destruction of any native non-tree vegetation is prohibited, except as reasonably necessary (i) for permitted agricultural uses; (ii) within footprint of permitted structures and improvements; (iii) to control insects and disease; (iv) to prevent personal injury and property damage; (v) for the purpose of fire management, in accordance with Section 5.5.4; and (vi) for natural resource management, as set forth in Section 5.3.4 of this Easement.

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

5.5.9. Non-Native Plants and Animals.

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

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

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

5.5.11. Dumping. Dumping, releasing, burning, storage, transfer, or disposal of wastes, refuse, debris, non-operative motorized vehicles, untreated wastewater, industrial byproducts (such as whey), or hazardous substances is prohibited except that agricultural products and by-products generated on the Property may be disposed on site in a manner that does not compromise or threaten soil or water quality and which is consistent with sound generally-accepted agricultural practices. Import of agricultural or industrial by-products and wastewater from outside the Property is prohibited, except in connection with composting activities permitted by Section 5.3.2(f). GRANTOR shall remove garbage or materials dumped on the Property by third parties.

5.5.12. Outdoor Storage. Outdoor storage shall be prohibited except as provided in this section.

a) *Storage of Materials Related to Allowed Uses.* GRANTOR may store vehicles, building materials, machinery or agricultural supplies and products reasonably necessary for permitted uses within a designated Building Envelope so long as such storage is consistent with sound generally accepted agricultural practices and provided such storage shall be located so as to minimize visual impacts. GRANTOR may store such materials and equipment outside of a Building Envelope only if it is not visible from a public road.

b) *Storage of Construction Materials.* GRANTOR may store construction and other work materials needed during construction of permitted structures and improvements outdoors while work is in progress and for a period

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not to exceed thirty (30) days after completion or abandonment of construction provided it is stored in a Building Envelope or is not visible from a public road. Construction shall be deemed abandoned if work ceases for a period of 180 days.

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

5.7. Easements. GRANTOR may continue the use of existing easements of record granted prior to this Easement. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of DISTRICT. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

PART FOUR: PROCEDURES AND REMEDIES

6. Notice and Approval Procedures. Some activities and uses permitted by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses permitted by this Easement require the prior written approval of DISTRICT. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use shall be deemed to be prohibited on the Property. GRANTOR shall use the procedures set forth below to provide notice to DISTRICT or to obtain DISTRICT's approval. All notices and requests for approval shall be in writing and shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of GRANTOR's request with the terms, conditions and Conservation Purpose of this Easement. DISTRICT may request such additional or supplemental information as it deems necessary to evaluate any notice or request for approval. Forms for notices and requests for approval shall be available at DISTRICT's offices.

6.1. Approval, Amendments, Revisions, and Updates of Management Plans. GRANTOR and DISTRICT acknowledge that GRANTOR has prepared a Management Plan for the

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Property pursuant to Section 5.1.7 and may develop additional management plans pursuant to Sections 5.5.4 and 5.5.5 to define and guide future use and development of the Property and to streamline DISTRICT approvals under this Easement. GRANTOR shall secure DISTRICT's approval of the Management Plan, Restoration Plan, or Vegetation Management Plan (collectively "Plans") and any amendments, revisions or updates (collectively "Revisions") prior to their implementation.

6.1.1. DISTRICT's approval shall be based solely upon its reasonable determination as to whether the Plans or Revisions are consistent with the terms, conditions, and Conservation Purpose of this Easement, and does not constitute issuance of entitlements. DISTRICT acknowledges that time is of the essence and DISTRICT's approval may not be unreasonably withheld or delayed. GRANTOR shall use the following procedure to obtain DISTRICT's approval for the Plans and Revisions.

6.1.2. GRANTOR may, at its discretion, at any time, submit a proposed Plan(s) or Revision(s) to DISTRICT for its review. DISTRICT shall have sixty (60) days from the receipt of the Plans or Revisions, plus twenty-one (21) days from any subsequent or follow up submittal, to review the Plans or Revisions and either approve the Plans or Revisions or notify GRANTOR of any objection thereto. DISTRICT's response, whether approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Plans or Revisions, it shall state such objections in sufficient detail to enable GRANTOR to modify the proposed Plans or Revisions so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.3. In connection with any environmental review of the Plans or Revisions under the California Environmental Quality Act ("CEQA") or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document made public under the statute, prior to adoption or certification of that environmental document.

6.1.4. Once any of the Plans is approved by DISTRICT, all uses and activities shall be conducted in a manner consistent with the Plans. Upon DISTRICT's approval, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required.

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All such uses, development, improvements and activities shall at all times remain subject to the substantive limitations of Section 5. Any Revisions to the Plans are subject to DISTRICT approval.

6.1.5. DISTRICT may require GRANTOR to revise or update any of the Plans to address changed conditions on the Property. In the event of such a request by DISTRICT, GRANTOR shall submit proposed revisions to the relevant plan to DISTRICT within 120 days of DISTRICT's request. Such revisions will be subject to the review and approval procedures set forth in Section 6.1.1.

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

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

6.4. DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR

may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 12.

6.5. Uses/Activities Not Expressly Addressed: DISTRICT's Approval. In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly permitted nor expressly prohibited in Section 5, GRANTOR shall seek DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in Section 6.2. The exercise of any activity or use not expressly permitted in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 10.

7. Costs and Liabilities Related to the Property.

7.1. Maintenance of the Property. 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, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTOR shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. Except as specifically set forth in Section 10.2 below, 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. Except as otherwise provided in Section 8.1, GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

7.2. Hazardous Materials.

7.2.1. No DISTRICT Obligation or Liability. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in DISTRICT: (i) The obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code,

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sections 9601 *et seq.*) (“CERCLA”); (ii) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect; (iii) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property; or d) Any control over GRANTOR’s ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

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

7.2.3. Definitions. For the purposes of this Easement:

a) The term “hazardous materials” includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 *et seq.*), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the date of this Easement.

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

8. Indemnification.

8.1. GRANTOR’s Indemnity. GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys’ fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the

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result of the negligence, gross negligence, or intentional misconduct of DISTRICT; and (ii) the obligations specified in Section 7; and (iii) any approvals given under Section 6. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's 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 not be unreasonably withheld.

8.2. DISTRICT's Indemnity. DISTRICT shall hold harmless, indemnify, and defend GRANTOR, its heirs, devisees, successors and assigns, 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. In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 8.2 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 not be unreasonably withheld. 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 on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence or intentional misconduct of GRANTOR.

9. Baseline Documentation for Enforcement. In order to establish the present condition of the Property, DISTRICT has prepared a Baseline Documentation Report which will be 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 Baseline Documentation Report includes a Baseline Site Map, which depicts the general locations of notable features such as the quarry, packing shed, and Hunt Camp as well as Building Envelopes

and Natural Areas. A copy of the Baseline Documentation Report has been provided to GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement.

10. Remedies for Breach.

10.1. DISTRICT's Remedies. In the event of a violation or threatened violation by GRANTOR of any term, condition or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin 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. DISTRICT's notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 19. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (a) may pursue any and all remedies available under law without waiting for the cure period to expire, (b) shall have the right, upon the giving of 24 hours' notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken, and (c) shall have the right to record a notice of violation in the Office of the Sonoma County Recorder. DISTRICT's rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. 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 herein, both prohibitive and mandatory and including specific performance, in addition to such other relief, including damages, to which DISTRICT may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

10.2. DISTRICT's Discretion. Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by

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DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any term, condition, or covenant of this Easement in the future.

10.3. Liquidated Damages. Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and DISTRICT agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

10.3.1. For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists on the Property (in terms of years or portion thereof), and (iii) the then current annual interest rate for post judgment interest; and

10.3.2. For an activity or 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 activity or change in use; and

10.3.3. For an activity or 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 (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof), and (iii) the then current annual interest rate for post judgment interest.

10.4. 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. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with DISTRICT's notice. Neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

10.5. Remedies Nonexclusive. The remedies set forth in this Section 10.5 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 *et seq.* or any other applicable local, state or federal law.

11. Acts Beyond GRANTOR's Control. Except as otherwise provided in Section 5.1 and this Section 11, nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, but not limited to, wildfire, flood, storm, earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement. Without limiting the generality of the foregoing, GRANTOR shall be liable to DISTRICT for modifications or damage to the Property that impair or damage the Conservation Values of the Property when those modifications or damage result from the acts or omissions of third parties whose use of or presence on the Property is authorized or requested by GRANTOR. In the event that the Conservation Values of the Property are damaged or impaired as a result of the acts or omissions of third parties, GRANTOR shall diligently pursue all available legal remedies against such parties to ensure restoration of the Property. Nothing contained herein shall limit or preclude GRANTOR's or DISTRICT's rights to pursue any third party for damages to the Property's Conservation Values.

12. Arbitration. If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, 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 any activity or use that is the subject of the dispute pending resolution of the dispute, 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 United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, 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 any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 *et seq.*, or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure

which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of the State of California shall be 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, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys' fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

13. Extinguishment and Condemnation.

13.1. Extinguishment. Subject to the requirements and limitations of California Public Resources Code section 5540, or any successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, 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 after such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 13.2. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County.

13.2. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation; whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 13.3.

13.3. Property Interest and Fair Market Value. This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13, the parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as

though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR 68% and DISTRICT 32 % (which percentages are derived from the ratio of the price paid for the Easement to the appraised value of the Property before being encumbered by the Easement), or as otherwise agreed upon by them in writing at the time of condemnation. In the apportionment of the proceeds from any eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value attributable to improvements made on the Property after the date of this Easement, provided that such improvements were not made or funded by DISTRICT and further provided that such improvements do not constitute a breach of this Easement.

PART FIVE: MISCELLANEOUS

14. Approvals. Whenever in this Easement the consent or approval of one party is required as to an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.

15. Interpretation and Construction. To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes the Conservation Purpose of this Easement. In the event of a conflict between the Project Structure Map and the Baseline Site Map, the Baseline Site Map will control.

16. Easement to Bind Successors. The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Easement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Easement.

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 a leasehold interest) is conveyed and that GRANTOR will provide a copy of this Easement to any party acquiring an interest in the Property from GRANTOR. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least thirty (30) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 17 of this Easement and the failure of GRANTOR to perform any act required by this Section 18 shall not impair the validity of this Easement or limit its enforceability in any way.

18. Warranty of Ownership. GRANTOR warrants that it is the owner in fee simple of the Property, and that on the date it executed this Easement, the Property is not subject to any liens or deeds of trust other than the liens or deeds of trust identified in Exhibit D, attached hereto and incorporated herein by this reference, whose beneficiaries have therein 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 liens or deeds of trust shall be subject to this Easement.

19. Notices.

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

To GRANTOR: [GRANTOR'S ADDRESS]

To DISTRICT: General Manager

Sonoma County Agricultural Preservation and Open Space District

747 Mendocino Avenue, Suite 100

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Santa Rosa, CA 95401

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 19.

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

19.2.1. When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 19.1, notice is effective one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

19.2.2. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (ii) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

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

19.3. Refused or Undeliverable Notices. Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

20. Amendment. If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, shall not

affect the Easement's perpetual duration, and shall be consistent with Public Resources Code section 5540 and any successor statute then in effect. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

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

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

23. Enforceable Restriction. This Easement and each and every term contained herein is intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of Article XIII, section 8 of the California Constitution, California Public Resources Code section 5540, and California Revenue and Taxation Code section 421 *et seq.*, or any successor constitutional provisions or statutes then in effect.

24. 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.

25. DISTRICT's General Manager. Wherever used herein, the term DISTRICT's General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his or her duly authorized representatives.

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26. Fees and Charges. DISTRICT shall have the right to establish and impose on GRANTOR reasonable fees and charges, including attorney's fees, on GRANTOR for inspections, approvals, and other services performed by or for DISTRICT pursuant to this Easement. Such fees and charges shall not exceed the reasonable costs of providing such services.

27. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 20.

28. Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms and conditions shall remain valid and binding. If the application of any provision of this Easement is found to be invalid or unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

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

30. Estoppel Certificates. DISTRICT shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of recordation of the respective amendment) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default. DISTRICT's obligation to deliver the statement of certification is conditioned on GRANTOR's reimbursing DISTRICT for all costs and expenses reasonably and necessarily incurred in its preparation as determined by DISTRICT's General Manager.

31. No Liens, Encumbrances, or Conveyances. GRANTOR warrants that after it has executed this Easement, it 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 and recorded by DISTRICT.

32. Effective Date. This Easement shall be effective as of the date of its recordation in the Office of the Sonoma County Recorder (the "Effective Date").

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[signatures on following page]

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

GRANTOR:

By: _____
Larry K. Peter

By: _____
Larry Peter,
TITLE, Western Dairy Properties, LLC

DISTRICT:
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____
NAME, President of the Board of Directors

ATTEST:

NAME, Deputy Clerk of the Board of Directors

[NOTE: INCLUDE SPOUSAL DISCLAIMER IN THE EVENT GRANTOR IS MARRIED AND INTEREST IN
THE PROPERTY IS SEPARATE PROPERTY]

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description
Exhibit B: Project Structure Map
Exhibit C: Description of Easement Designation Areas

ATTACHMENT 8

EXHIBIT A

Legal Description

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

Tract One

Part of the Rancho Laguna de San Antonio or Bojorquest Rancho, and known and described upon the Partition Map of said Rancho, made by C.T. Bissell, Esq., Surveyor, under the order and decree of approval of the District Court of the Fourth judicial District of the State of California, in and for the City and County of San Francisco, and duly entered of record in the Clerk's Office of said Court, on the 13th day of June, 1877, in Judgement Book N, on Page 155 as Tract No. 2, in the Purrington Tract, No. 6 of the H. Gates Tract, and a part of the Tract known and designated on said map as Tract No. 3, in the W.H. Dalton, et al., subdivision of said Ranch, al of which are particularly described as follows:

J. Purrington Tract No. 2

BEGINNING at the most westerly corner of the Second Tract of Special Location No. 3, as post set in mound marked "S.L. 3"; thence North 43° East 16.81 chains to the center of County Road from Petaluma to Two Rock Public House, via Martin's House; thence North 78°45' West 13.75 chains along the center of said road; thence North 76°30' West 23.14 chains; thence North 69°15' West 3.09 chains; thence South 68° West 4.61 chains to the east line of Special Location No. 1, to the center of the land leading from county road to Seavy's House; thence South 35°30' East 77.89 chains along the East line of Special Location No. 1, to the Northwest line of Special Location No. 6 to post set in mound marking "S.L. 6", thence North 43° East 22.86 chains to the Southwest line of the Second Tract of S.L. No. 3" to post in mound marked "S.L. 6", North 47° West, 40 chains along said line to the POINT OF BEGINNING.

As described in that certain Certificate of Compliance recorded December 4, 2009, under Document Number 2009-116772, Official Records of Sonoma County.

APN 022-240-007

Tract Two

Part of the Rancho Laguna de San Antonio or Bojorquest Rancho, and known and described upon the Partition Map of said Rancho, made by C.T. Bissell, Esq., Surveyor, under the order and decree of approval of the District Court of the Fourth judicial District of the State of California, in and for the City and County of San Francisco, and duly entered of record in the Clerk's Office of said Court, on the 13th day of June, 1877, in Judgement Book N, on Page 155 as Tract No. 2, in the Purrington Tract, No. 6 of the H. Gates Tract, and a part of the Tract known and designated on said map as Tract No. 3, in the W.H. Dalton, et al., subdivision of said Ranch, al of which are particularly described as follows:

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The H. Gates 6th Tract: BEGINNING at a rock with a tree growing out of it which is in the Southeast corner of Special Location No. 15; thence South 60°30' West 28.64 chains to post set in mound marked "S.L. 1"; thence South 14° East 16.73 chains to post in mound marked "G"; thence North 43° 15' East 54.60 chains to the East line of Special Location No. 1 to post set in mound marked "G"; thence North 35°30' West 38.53 chains along said line to the center of the lane leading from County Road to Seavy's House, post set in mound "S"; thence South 66° West 3.99 chains to post in mound marked "S"; thence South 70° West 4.54 chains to post in mound marked "S"; thence South 73°30' West 5.59 chains to post in mound "S"; thence South 74°45' West 8.16 chains to post in mound "S"; thence South 61°45' West 5.21 chains to post marked "S"; thence South 28°30' West 1.84 chains to post in mound "S" on the West line of S.L. 1"; thence south 46°45' East 44 chains to the POINT OF BEGINNING.

As described in that certain Certificate of Compliance recorded under Document Number 2009-116773, Official Records of Sonoma County.

APN 022-240-008

Tract Three

Part of the Rancho Laguna de San Antonio or Bojorquest Rancho, and known and described upon the Partition Map of said Rancho, made by C.T. Bissell, Esq., Surveyor, under the order and decree of approval of the District Court of the Fourth judicial District of the State of California, in and for the City and County of San Francisco, and duly entered of record in the Clerk's Office of said Court, on the 13th day of June, 1877, in Judgement Book N, on Page 155 as Tract No. 2, in the Purrington Tract, No. 6 of the H. Gates Tract, and a part of the Tract known and designated on said map as Tract No. 3, in the W.H. Dalton, et al., subdivision of said Ranch, all of which are particularly described as follows:

BEGINNING at the Northwest corner of W.H. Dalton, et al., Third Tract at a post marked "S.L. 3"; thence North 43° East 20 chains; thence South 47° East 20 chains; thence South 43° West 20 chains; thence North 47° West 20 chains to the POINT OF BEGINNING.

Excepting therefrom the above described Tract Three any portion thereof lying within the County Roads.

As described in that certain Certificate of Compliance recorded under Document Number 2009-116774, Official Records of Sonoma County.

APN 022-240-009

Tract Four

Being a portion of the S.M. Martin 62.22 acre tract, and of the I.R. Jewell Second Tract, and of the Dalton, et al. Third Tract, as said Tracts are designated upon the partition map of the Rancho Laguna de San Antonio, made by C.T. Bissell, Esq., Surveyor, under Order of Decree of Approval of the District Court of the Fourth Judicial District of the State of California, in and for the City and County of San Francisco

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and duly recorded in the Clerk's office of said Court June 13, 1877 in Judgement Book N, Page 155, which portion of said Rancho hereby Conveyed is particularly described as follows:

Parcel One

BEGINNING at a point which is marked by an iron pipe which is set 16 feet northwesterly from the Northwesterly fence line of the County Road leading from Petaluma to Two Rock Public House, by way of Martin's House, know as "North Two Rock Road", at a point thereon which is 499 feet southeasterly from the southeasterly line of the road leading from said South Two Rock Road to the Middle Two Rock Road, by way of the Iowa School House; thence leaving the County Road, South 38°02' West 699.43 feet to an iron pipe; thence North 47° West 1287.39 feet to an iron pipe; thence North 43° East 696.80 feet to an iron pipe; thence South 47° East 1227 feet to the POINT OF BEGINNING.

Parcel Two

BEGINNING at the most Southerly corner of the Second Tract of Special Location No. Three at a post set in a mound marked "S.L.#3"; thence North 47° West 1566.66 feet to an iron pipe; thence North 43° East 1314.79 feet to an iron pipe set in the Southwesterly fence of a lane now being used as a Cow Lane; thence North 46°15' West 1081.84 feet to an iron pipe; North 38°02' West 624.99 feet to an iron pipe set at the Northwesterly end of the Northeasterly fence of the Cow Lane; thence South 46°15' East 1765.50 feet, along the said fence line, to an iron pipe; thence south 42°12' West 653.50 feet to an iron pipe; thence South 47° East 1975.02 feet to an iron pipe set in the fence line, which is the North line to the corner of Special Location No. 11, to a post set in a mound marked "S.L. 11"; thence North 51°15' West 977.46 feet, along the East line of Special Location No. 11 to the POINT OF BEGINNING.

Parcel Three

BEGINNING at a point which is marked with an iron pipe set in the fence line bearing North 47° West from the most Southerly corner of the Second Tract of Special Location No. 3, from a post set in a mound marked "S.L.#3" and being 1566.66 feet therefrom; thence North 47° West 2393.34 feet to an iron pipe; thence North 43° East 1981.32 feet to an iron pipe; thence South 47° East 1257.37 feet to an iron pipe; thence South 38°02' West 655.02 feet to an iron pipe; thence South 46°15' East 1081.84 feet to an iron pipe; thence South 43° West 1315.10 feet to the POINT OF BEGINNING.

APN 022-260-002

Tract Five

Being a portion of the S.M. Martin 62.22 acre tract, and of the I.R. Jewell Second Tract, and of the Dalton, et al. Third Tract, as said Tracts are designated upon the partition map of the Rancho Laguna de San Antonio, made by C.T. Bissell, Esq., Surveyor, under Order of Decree of Approval of the District Court of the Fourth Judicial District of the State of California, in and for the City and County of San Francisco and duly recorded in the Clerk's office of said Court June 13, 1877 in Judgement Book N, Page 155, which portion of said Rancho hereby Conveyed is particularly described as follows:

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Parcel One

BEGINNING at a point which is marked by an iron pipe which is set 16 feet northwesterly from the Northwesterly fence line of the County Road leading from Petaluma to Two Rock Public House, by way of Martin's House, know as "North Two Rock Road", at a point thereon which is 499 feet southeasterly from the southeasterly line of the road leading from said South Two Rock Road to the Middle Two Rock Road, by way of the Iowa School House; thence along the County Road, South 47° East, 2733 feet to an iron pipe; thence North 43° East 59.4 feet to an iron pipe set in the middle of the County Road; thence South 58°20' East 321.47 feet along the center of the County Road, to an iron pipe; thence South 43° West 1480.82 feet to an iron pipe; thence North 46°15' West 2933.97 feet to an iron pipe; thence North 38°02' East 1324.42 feet to the POINT OF BEGINNING. Magnetic Variation 16°45' East

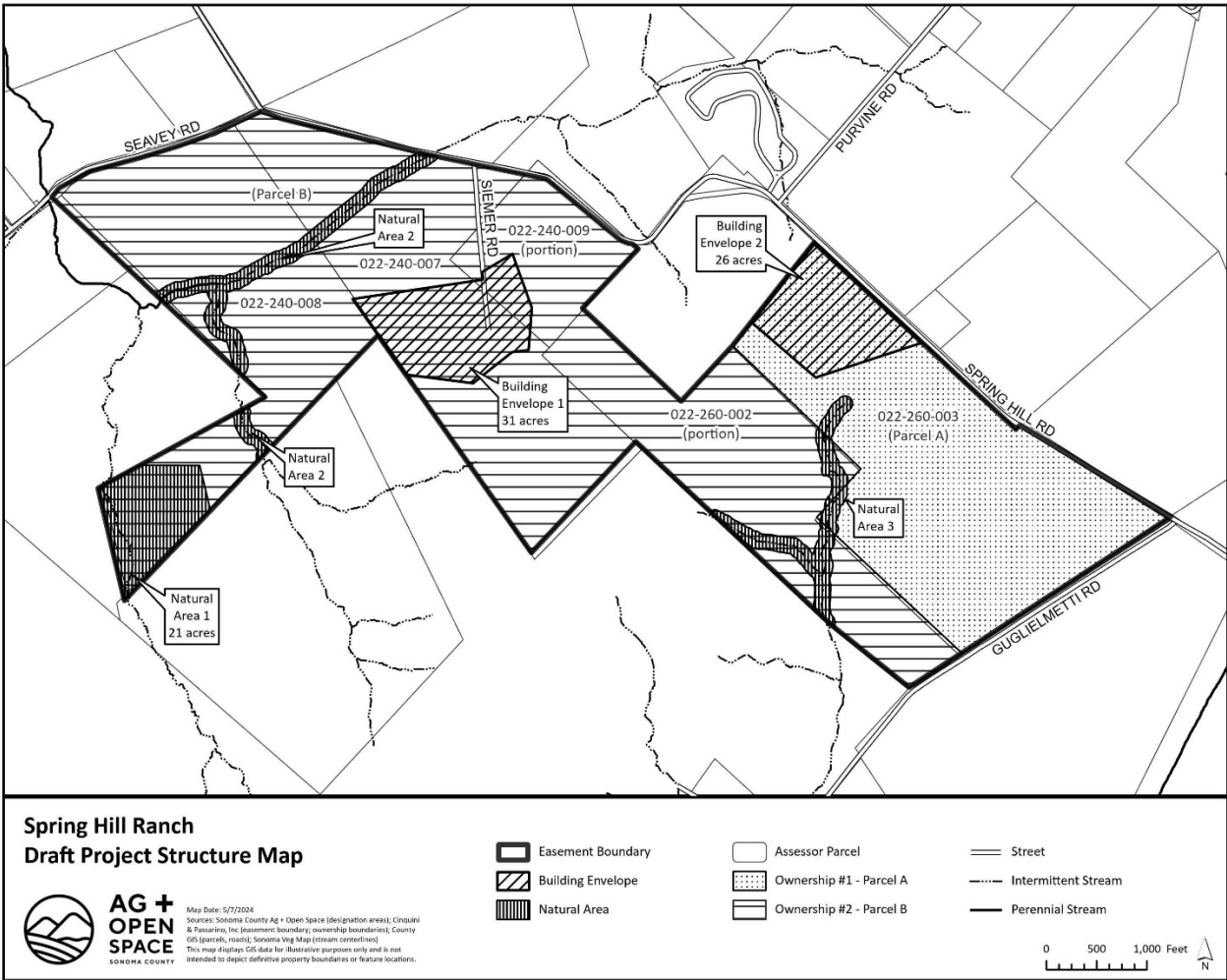
Parcel Two

BEGINNING at an iron pipe in the County Road leading from Petaluma to Two Rock Public House, by way of Martin's House, at a point thereon which is North 56°52' East 28.40 feet from a pipe set at the intersection of the northwesterly fence line of the lane leading to the A. Giglielmetti Ranch and the Southwesterly fence of the said County Road; thence South 56° 52' West 2483.14 feet, along the centerline of Giglielmetti's Lane, to an iron pipe; thence South 46°15' East 1168.47 feet; thence North 43° East 1480.82 feet to a pipe set in the County Road; thence South 58°20' East 1430.17 feet along the center of the County Road to the POINT OF BEGINNING. Magnetic Variation 16°45' East

APN 022-260-003

END OF LEGAL DESCRIPTION

Exhibit B
Project Structure Map



ATTACHMENT 8

Exhibit C

Description of Easement Designation Areas

Building Envelope No. 1

Lying within the County of Sonoma, State of California and being a portion of the lands of Peters as described by deeds recorded under Document Numbers 2015-080982 and 2015-080984, said portion is more particularly described as follows:

BEGINNING at a point on the west line of Special Location No. 1, also being the southeast corner of the lands of Peters as described in the deed under Document Number 2015-080983 Official Records of Sonoma County; thence continuing along said west line of Special Location No. 1, South 35°30' East 479.81 feet; thence South 82°56' 00" East 673.76 feet; thence North 51°11'02" East 498.58 feet; thence North 83°01' 38" East 162.94 feet; thence North 4°04'57" East 421.48 feet; thence North 19°59'38" West 568.92 feet; thence South 58°49'33" West 349.56 feet; thence South 4°35'25" East 77.26 feet; thence South 81°16'56" West 1310.07 feet to the west line of said Special Location No. 1, from which bears North 35°30' West 438.90 from said southeast corner of Peters; thence South 35°30' East 438.90 feet to the POINT OF BEGINNING.

Containing 31 Acres more or less

END OF DESCRIPTION

Being a portion of APN 022-240-007 and 022-240-009

Building Envelope No. 2

Lying within the County of Sonoma, State of California and being a portion of the lands of Western Dairy Properties, a California Limited Liability Company as described by deed recorded under Document Number 2018-067081 Official Records of Sonoma County, said portion is more particularly described as follows:

BEGINNING at the northerly corner of Parcel One as described in deed for Western Dairy Properties, being a point marked by an iron pipe which is set 16 feet northeasterly from the northwesterly fence line of the County Road leading from Petaluma to Two Rock Public House, by the way of Martin's House, known as the "North Two Rock Road", at a point which is 499 feet southeasterly from the southeasterly line of the road leading from the said South Two Rock Road to the Middle Two Rock Road, by the way of the Iowa School House; thence along the northwesterly line of said Parcel One, South 38°02' West 1007.27 feet; thence South 49°36'22" East 845.04 feet; thence North 71°32'03" East 1098.94 feet to the northeast line of said Parcel One, at point that lies South 47° East 1456.31 feet from the Point of Beginning; thence North 47° West 1456.31 feet to the POINT OF BEGINNING.

Containing 25.9 Acres more or less

END OF DESCRIPTION

Being a portion of APN 022-260-003