



SAVE THE REDWOODS LEAGUE CONTRIBUTION AGREEMENT

This Contribution Agreement ("Agreement") effective as of June 3, 2025 ("Effective Date") is entered into between Save the Redwoods League ("League"), with an address at 111 Sutter Street, 11th Floor, San Francisco, California, 94104, and Sonoma County Agricultural Preservation and Open Space District ("District"), with an address at 747 Mendocino Avenue #100, Santa Rosa, California, 95401 (individually, a "Party" and collectively, the "Parties").

This Agreement is made with reference to the following facts and circumstances:

RECITALS

- A. League and District are collaborating in protecting and preserving the Monte Rio Redwoods Expansion property in order to conserve and enhance the redwood forests, stream headwaters, biodiversity, and recreational values of this landscape.
- B. League and District wish to collaborate in protecting and preserving two properties consisting of approximating 410 acres in Sonoma County, CA, commonly called Starrett Hill (approximately 318 acres, APNs: 095-120-001, 095-010-001, 097-130-010 and 097-130-0110) and Crawford Gulch (approximately 92 acres, APNs: 074-200-002 and 074-200-004) (collectively, the "Properties") in order to further conserve and enhance the redwood forests, stream headwaters, biodiversity, and recreational values of this landscape. Both properties are currently owned by the Sweetwater Springs Water District ("Sweetwater Springs").
- C. League and District have mutual interests in protecting and conserving the Properties that is consistent with and furthers their strategic objectives and respective missions, as well as their mutual recognition of the need for partnerships and collaboration to accomplish important conservation goals.
- D. District entered into negotiations with Sweetwater Springs to purchase the Properties and has begun conducting associated due diligence work.
- E. District intends to fund the purchase of the Starrett Hill property by Monte Rio Recreation and Park District ("MRRPD") in 2026 and to fund the purchase of the Crawford Gulch property by the County of Sonoma ("Sonoma County Regional Parks") in 2027. In each case, District will retain a conservation easement and recreation covenant as a condition of its funding towards the acquisition.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the Parties agree as follows:

AGREEMENT

1. The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.
2. Subject to the conditions set forth in Section 3, Section 4 and Section 5 below, League agrees to contribute funds in the amount of Two Million US dollars (\$2,000,000) ("League Funds") for the purchase and conservation of the Properties.
3. The League Funds contribution is subject to District's expenditure of \$8,000,000 toward Sonoma County Regional Parks' acquisition of the Monte Rio Redwoods Expansion property, encumbered by a conservation easement and recreation conservation covenant to be held by District.
4. League Funds will be used by District to fund acquisition of the Starrett Hill property ("First Acquisition") in 2026, and the Crawford Gulch property ("Second Acquisition") in 2027. Both acquisitions must be approved by the District's Board of Directors. District agrees to notify League in writing if acquisition will not be completed in accordance with the expected timeline, or if the District's Board of Directors fails to approve an acquisition. League Funds shall be distributed as follows:
 - A. First Acquisition. Upon approval of the First Acquisition by the District's Board, District agrees to provide League with written confirmation of said approval along with a request for disbursement of League Funds for the First Acquisition.
 - (1) The funding request shall include the specific amount requested along with the anticipated close date.
 - (2) The funding request for the First Acquisition shall not exceed 75% of League Funds (a maximum of \$1,500,000).
 - (3) League will distribute funds for the First Acquisition within seven (7) business days of its receipt of the funding request submitted in compliance with this section.
 - B. Second Acquisition. Upon approval of the Second Acquisition by the District's Board, District agrees to provide League with written confirmation of said approval along with a request for disbursement of League Funds for the Second Acquisition.
 - (1) The funding request shall include the specific amount requested along with the anticipated close date.
 - (2) The funding request for the Second Acquisition shall not exceed the total amount of League Funds remaining after the First Acquisition.
 - (3) League will distribute funds for the Second Acquisition within seven (7) business days of its receipt of the funding request submitted in compliance with this section.
 - C. As between the Parties, the District is solely responsible for conducting any required due diligence, and securing all other funds required to complete the acquisitions.

5. It is the intention of the Parties that League Funds will be used for the Starrett Hill and Crawford Gulch property acquisitions, to the extent that such acquisitions can be accomplished by the District using reasonable efforts. The Parties acknowledge that circumstances may arise that prevent MRRPD or Sonoma County Regional Parks from accepting ownership. If MRRPD or Regional Parks is unable or unwilling to accept ownership, District shall work in good faith to identify an alternative public agency or qualified conservation organization to take ownership, ensuring the Properties' conservation and public access objectives are maintained. District shall provide League with written notice as to any change in the anticipated future owner. In the event that either acquisition does not occur for any reason, or if excess League Funds will remain after completion of both acquisitions, District shall notify League in writing. Upon receipt of such notice, the Parties will meet promptly and in good faith to discuss alternative uses for the League Funds. Any alternative use of League Funds must be approved by the League in writing, and may only be used for project(s) which protect and conserve redwood forest in Sonoma County, CA.
6. District and League shall coordinate and mutually agree upon the preparation of any press release and public announcement regarding League Funds and Properties acquisition.

The Parties agree that any use of the other Party's name or logo requires prior written permission, which may be provided by e-mail, and will not be unreasonably withheld, conditioned, or delayed. District shall not use the name of the "Save the Redwoods League" in its public announcements without prior written approval of League. The Parties shall not use any trademarked material of the other Party without prior written approval from the other Party.

7. District agrees to collaborate with the League regarding the installation of funder acknowledgement signs that acknowledge League participation in the conservation of the Properties.
8. District agrees that League may develop and distribute marketing materials that provide information about the history, natural resources, acquisition process, restoration plans, and other related stories relevant to its involvement with the Properties. These materials may be produced in print or digitally and except as provided above, do not require review or authorization by any other party.
9. The Parties agree to collaborate and coordinate on any fundraising tours of the Properties for current and prospective donors. League agrees to provide District with at least forty-eight (48) hour advance notice of any onsite visits it wishes to conduct. League agrees to ensure adequate and appropriate safety protocols are followed and to adhere to any instructions from the District related to safety and access while on the Properties.
10. Except as otherwise specifically stated herein, any notices required under this Agreement shall be in writing and delivered as follows:

To League:

Steven Mietz
President/CEO
Save the Redwoods League
111 Sutter Street, 11th Floor
San Francisco, CA 94104
Phone: 415-820-5869
Email: smietz@savetheredwood.org

To District:

Misti Arias
General Manager
Ag + Open Space
747 Mendocino Avenue #100
Santa Rosa, CA 95401
Phone: 707-565-7360
Email: misti.arias@sonoma-county.org

- A. Notices shall be deemed delivered and effective on the same business day as personal delivery, on the next business day in the case of overnight delivery, or three (3) business days in the case of US Mail.
11. The term of this Agreement shall be from the Effective Date until July 31, 2027, unless otherwise agreed to in writing by the Parties.
 12. During the term of this Agreement, each Party shall procure and maintain policies of insurance with coverages and limits appropriate to cover their own activities and obligations under this Agreement, or as otherwise required by law. Each Party agrees to indemnify, defend, and hold harmless the other Party and its respective directors, officers, agents and employees, from and against all claims, causes of action, losses, or damages arising out of the indemnifying Party's actions under this Agreement, unless such claim, cause of action, loss, or damage was caused by the gross negligence or willful misconduct of the non-indemnifying Party. This indemnity obligation shall survive the termination or expiration of this Agreement.
 13. League and District are independent contracting parties, and nothing in this Agreement shall be interpreted as creating a partnership, a joint venture, employment, or agency relationship between the Parties.
 14. Neither Party may assign this Agreement without the other Party's prior written consent.
 15. This Agreement may only be modified or amended by written agreement of the Parties.
 16. This Agreement is governed by the laws of the State of California.
 17. This Agreement constitutes the Parties' final and complete understanding with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, communications, and agreements regarding the subject matter hereof.

18. This Agreement may be executed by electronic means in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers as of the date first written above.

SAVE THE REDWOODS LEAGUE	SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
Steven Mietz President and Chief Executive Officer	Misti Arias General Manager