

**Exempt from Recording Fees  
Per Gov. Code § 27383**

RECORDING REQUESTED BY  
AND RETURN TO:

CLERK OF THE BOARD  
COUNTY OF SONOMA  
575 ADMINISTRATION DRIVE  
SANTA ROSA, CA 95403

### **LAND CONSERVATION CONTRACT**

This Contract is made by and between C. HARDY 92, L.P., a California limited partnership, ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is dated for convenience as \_\_\_\_\_, 2020.

### **RECITALS**

Whereas County previously entered into a Land Conservation Contract with Owner(s) or Owner(s)' predecessors in interest, which recorded on March 1, 1972, and is identified by Book 2607, Page 668, in the Official Records of the Sonoma County Recorder, ("Original Contract"); and

Whereas Owner(s) own(s) certain real property ( "Subject Property") located within Sonoma County and presently identified by Assessor's Parcel Number(s): 017-480-006, and more particularly described in the legal description attached to this Contract at **Exhibit "A"**; and

Whereas Both Owner(s) and County desire to limit/continue to limit the use of the Subject Property to agricultural, open space, and compatible uses in order to discourage premature and unnecessary conversion of the Subject Property to uses incompatible with agricultural and/or open space use, including urban uses, recognizing that the Subject Property has substantial public value as agricultural or open space land and that the preservation of the Subject Property in agricultural production or open space constitutes an important physical, social, aesthetic, and economic asset to County and the State of California; and

### **OPERATIVE PROVISIONS**

Now, therefore, in consideration of the foregoing recitals and the mutual promises contained herein, the substantial public benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner(s) and County agree as follows:

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

The Original Contract is hereby rescinded as of the date that this Contract takes effect as to the Subject Property.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

## **B. REPLACEMENT CONTRACT**

1. **PURPOSE.** This Contract is entered into pursuant to the provisions of the California Land Conservation Act of 1965, Government Code section 51200 et seq. ("Act"), and is subject to all of the provisions of the Act as they may be amended from time to time.

2. **SUBJECT PROPERTY.**

(a) Owner(s) own(s) the Subject Property, located at Manor Lane, Petaluma, California, and more particularly described in the legal description attached to this Contract as Exhibit "A", and incorporated herein by reference.

(b) The Subject Property is located within established Agricultural Preserve 2-411.

(c) The Subject Property is approximately 196.38 acres total and comprised of one legal parcel(s).

3. **TERM.** This Contract shall be effective commencing January 1, 2021, and shall remain in effect for a term of 10 years. This Contract shall be automatically renewed for a full term at the end of each year, unless a Notice of Non-renewal is recorded as provided in Government Code section 51245 and the County's Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), adopted by County Board of Supervisor's Resolution No.11-0678 pursuant to Government Code section 51231, -- to the end that at all times during this Contract, there shall be a 10-year term of restriction unless a Notice of Non-renewal has been recorded.

4. **REGULATORY COMPLIANCE & RESTRICTIONS ON USE.** During the term of this Contract, and all renewals and extensions thereof, the Subject Property shall not be used for any purpose other than (1) "agricultural use," or "open space use," as those phrases are defined by the Act, and (2) any use determined by County to be a "compatible use" defined and enumerated in the Uniform Rules and shall at all times be in compliance with the Uniform Rules as they may be amended from time to time.

5. **LAND CONSERVATION PLAN.** The use of the Subject Property shall at all times conform to the Land Conservation Plan, attached to this Contract as **Exhibit "B"**, and made a part of this Contract. If an amendment to the Land Conservation Plan is approved by County and recorded, the amended Land Conservation Plan shall be deemed automatically incorporated into the Contract as though fully set forth herein without the need for a contract amendment, upon the renewal of the Contract.

6. UNIFORM RULES & FEES. Owner(s) and County agree that the Uniform Rules, as they now exist or as they may be amended from time to time, are incorporated by reference into this Contract as though set out in full and shall be a part of this Contract upon execution and each renewal of this Contract. Owner(s) agree(s) to comply with the Uniform Rules and agree(s) to pay all fees established by County's Board of Supervisors, if any, for the administration of County's agricultural preserve program, and for the processing of applications required by the Uniform Rules.

7. PLANNING AND ZONING. The provisions of this Contract are not intended to limit or supersede the planning and zoning powers of County.

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

9. RESCISSION. This Contract may not be rescinded, except pursuant to the provisions of the Act and the Uniform Rules, and upon the simultaneous replacement of this Contract with a replacement contract, open space easement, agricultural conservation easement, or other equivalent restriction as allowed by the Act and state law. County may require the rescission and simultaneous replacement of this Contract with a replacement contract as a condition of any proposed subdivision or lot line adjustment affecting the boundaries of the Subject Property.

10. EMINENT DOMAIN. If any action in eminent domain for the condemnation of any land described in this Contract is filed after the execution of this Contract, or if any portion of the Subject Property is acquired in lieu of condemnation, then the provisions of Government Code section 51295 apply.

11. SUCCESSORS IN INTEREST. This Contract, its terms and restrictions, shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon and shall inure to the benefit of all heirs, successors, and assigns of Owner(s). This Contract shall be transferred from County to a succeeding city or a county acquiring jurisdiction over all or part of the Subject Property, except that a succeeding city may opt not to succeed to the rights, duties, and powers of the County under this Contract if the requirements of Government Code section 51243 .5 are met.

12. CERTIFICATE OF COMPLIANCE PARCELS. Owner(s) agree(s) not to apply for or obtain recognition of Certificate of Compliance parcels for all or any portion of the Subject Property for the duration of this Contract, without first obtaining the approval of County's Board of Supervisors, as provided in the Uniform Rules, unless a Notice of Non-Renewal has been recorded for the Contract and there are no more than three years remaining on the Contract's term. County may require replacement contracts for recognized Certificate of Compliance parcels.

13. ENFORCEABLE RESTRICTION. Owner(s) and County intend that the terms, conditions, and restrictions of this Contract conform to the Act, as amended, and that this Contract qualify as an enforceable restriction under the provisions of Revenue and Taxation

Code sections 421 through 429, inclusive, and within the meaning of California Constitution, article XIII, section 8.

14. REMEDIES FOR BREACH.

(a) This Contract may be enforced by County in an action filed in the Sonoma County Superior Court for the purpose of compelling compliance or restraining any breach or threatened breach thereof, after providing notice to Owner(s). The notice shall contain a general description of the condition claimed to be a violation and shall contain a reasonable and specific cure period during which the violation is to cease and the Subject Property is to be restored to the condition that existed prior to the violation. Owner(s) agree(s) that County's remedies at law for any violation of the terms of this Contract are inadequate and that County shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief, including damages, to which County may be entitled, including specific performance of the terms of this Contract, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(b) A breach of this Contract that constitutes a violation of the Sonoma County Zoning Code may be enforced by County pursuant to Chapter 1 of the Sonoma County Code.

(c) Without altering the provisions of paragraph 8 (Cancellation), a breach of this Contract that constitutes material breach under Government Code section 51250 may be enforced by County or the State of California pursuant to Government Code section 51250, if the requirements of that Section are met.

(d) If Owner(s) breach(es) this Contract, Owner(s) shall pay County one-half percent (1/2 %) of the restricted assessed value of the land subject to this Contract per day for each day the Contract is in breach as liquidated damages. It is understood and agreed that damages for breach of this Contract by Owner(s) are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by County and Owner(s) that one-half percent (1/2 %) of the restricted assessed value of the land is the actual damage to County and the general public caused by breach of this Contract by Owner(s), and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the Owner(s) remedies or has commenced and thereafter diligently pursues such action required to remedy any breach or material breach within sixty (60) days after the date written notice of said breach or material breach is sent to Owner(s) by County. This provision does not impair County's ability to enforce this Contract by injunction or specific performance.

(e) The remedies set forth in this paragraph 14 are not exclusive and are not intended to displace any other remedies available to either party as provided by this Contract or any applicable local, state or federal law.

15. NO WAIVER. Enforcement of the terms of this Contract shall be at the sole discretion of County, or where applicable the State of California, and any forbearance by County or State to exercise its rights under this Contract in the event of any violation or threatened

violation by Owner(s) of any term of this Contract shall not be deemed or construed to be a waiver by County or State of such term or of any subsequent violation or threatened violation of the same or any other terms of this Contract. Any failure by County or State to act shall not be deemed a waiver or forfeiture of County's or State's right to enforce any and all of the terms of this Contract in the future.

16. CONSIDERATION. Owner(s) shall not receive any payment from County in consideration of the obligations imposed by this Contract. The parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived from this Contract and the advantage that will accrue to Owner(s) as a result of any reduction in the assessed value of the Subject Property due to the imposition of the limitations on the use of the Subject Property contained in this Contract.

17. NOTICE. Notices required to be given under this Contract, or as may otherwise be required by law in connection with the administration of this Contract, shall be made by personal service, or by first-class United States mail, to the parties as follows:

(a) To Owner(s) or successor(s) in interest of Owner(s), at the mailing address shown on the most recent assessment roll for the Subject Property; and

(b) To County, c/o the Clerk of the Board of Supervisors, 575 Administration Drive, Suite 100A, Santa Rosa, California 95403.

IN WITNESS WHEREOF, Owner(s) and County have executed this Contract as of the day and year set forth above.

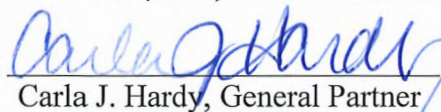
ATTEST:  
Sheryl Bratton, Clerk

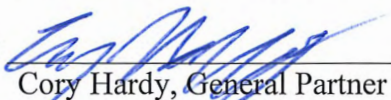
COUNTY OF SONOMA

By: \_\_\_\_\_  
Darin Bartow  
Chief Deputy, Clerk of the Board

By: \_\_\_\_\_  
Susan Gorin  
Chair, Board of Supervisors

OWNER(S):  
C. HARDY 92, L.P., a California limited partnership

By:   
Carla J. Hardy, General Partner

By:   
Cory Hardy, General Partner

**NOTE: Acknowledgments must be attached.**



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

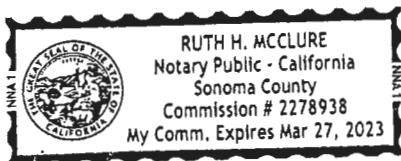
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

On 10/28/2020 before me, Ruth H. McClure, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Carla J and Cory Hardy  
Name(s) of Signer(s)



Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ruth H. McClure  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Land Conservation Contract

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

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

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

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

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

Signer Is  
Representing: \_\_\_\_\_

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

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

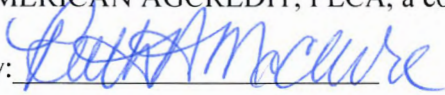
Signer Is  
Representing: \_\_\_\_\_

ENCUMBRANCE HOLDERS:

We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by the above-imposed restrictions.

AMERICAN AGCREDIT, FLCA, a corporation


By:



Deed of Trust, Instrument No. 2019026010, of Sonoma County Official Records,  
Dated April 11, 2019


C. Hardy 92, L.P., a California Limited Partnership

By:



Carla J. Hardy  
General Partner

By:



Cory Hardy  
General Partner

**NOTE: Acknowledgments must be attached.**

**Notary Certificate Attached**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Sonoma )

On 10/27/2020 before me, Timothy J Taylor Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ruth H McClure  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal:



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Land Conservation Contract

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

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

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

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

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

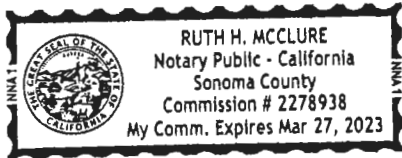
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State of California

County of Sonoma

On 10/28/2020 before me, Ruth H. McClure, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Carla J and Cory Hardy  
Name(s) of Signer(s)



Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ruth H. McClure  
Signature of Notary Public

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

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

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

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

Signer Is  
Representing: \_\_\_\_\_

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

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

Signer Is  
Representing: \_\_\_\_\_

**EXHIBIT "A"**

The real property which is the subject of this CONTRACT is situated within agricultural preserve 2-411, as shown by map thereof recorded in preserve map book number 004, Pages 17-20 in the Office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

See Legal Description on Next Page

## LEGAL DESCRIPTION

### EXHIBIT A

The land referred to herein below is situated in the Unincorporated Area of the County of Sonoma, State of California, and is described as follows:

**Parcel One:**

Being Section No. 318, as laid down and described on the map or plat of a portion of the Rancho Petaluma, made by W. Rowe, Esq., being the same lot described in deed from Mariano G. Vallejo to John F. Fine, dated June 30, 1856 and recorded July 7, 1856 in Book B of Deeds, at Page 193, Sonoma County Records.

Excepting there from that portion lying Northeasterly of Points "A" and "B" and that portion lying Southeasterly of Points "B" and "C" as set forth in Exhibit "C" of that certain Boundary Line Agreement and Quitclaim deed recorded April 30, 1993 as Document No. 1993-0054396, Sonoma County Records

**Also excepting therefrom:**

The land referred to herein is located in the unincorporated area of Sonoma County California, being a portion of the Lands of C. Hardy 92, LP as described in Document Number 2015-095165, Sonoma County Records:

Beginning at the Westerly comer of Lot 318 as shown on a map entitled "Plat of the Western Portion of Petaluma Rancho," filed under Book 8 of Maps, Page 15, Sonoma County Records from which a half inch iron pipe tagged LS 8451 bears South 35°26'07" West, 1.71 feet; thence along the boundary as described in a Boundary Line Agreement under Document Number 1993-0054395 the following courses and distances along an existing fence line, North 35°26'07" East, 410.34 feet; thence North 37°20'14" East, 77.66 feet; thence North 42°54'42" East, 7.66 feet; thence North 35°35'32" East, 47.87 feet; thence North 34°21'20" East, 101.66 feet; thence North 35°40'24" East, 170.76 feet; thence North 34°00'47" East, 103.95 feet; thence North 35°52'52" East, 298.92 feet; thence North 35°21' 51" East, 790.97 feet; thence North 34°13' 52" East, 121.37 feet; thence North 36°20' 03" East, 289.90 feet; thence North 35°47' 50" East, 258.87 feet; thence North 35°05' 46" East, 248.31 feet; thence North 35°41' 451" East, 656.45 feet; thence North 35°44'16" East, 364.40 feet; thence North 36°48'47" East, 57.43 feet to the Northeasterly comer of said Lot 318 marked by a half inch iron pipe, no tag; thence leaving said Boundary Line Agreement boundary along the Northeasterly boundary of said Lot 318 South 54°30'38" East, 2580.16 feet to a half inch iron pipe tagged LS 8451; thence leaving said Northeasterly boundary South 35°27'28" West, 996.21 feet to a half inch iron pipe tagged LS 8451; thence North 54°30'05" West, 1583.23 feet; thence South 37°54'17" West, 1837.12 feet to a half inch iron pipe tagged LS 8451; thence South 23°39'29 West, 1198.62 feet to the Southwesterly boundary of said Lot 318 from which an iron pipe bears South 23°39'29 West, 1.25 feet; thence along the Southwesterly boundary of said Lot 318 North 54°35'30" West, 1171.75 feet to the Point of Beginning.

The basis of bearing for the description described herein is based on a one and a half inch iron pipe tagged RE 1023 marking the Westerly comer of Parcel Three and a one inch iron pipe on the Westerly line of the Lands of Sonoma Investment Co. as shown on the certain Record of Survey filed under Book 122 of Maps, Page 1, Sonoma County Records.

**Also excepting therefrom:**

**EXHIBIT A**  
(Continued)

The land referred to herein is located in the unincorporated area of Sonoma County California, being a portion of the Lands of C. Hardy 92, LP as described in Document Number 2015-095165, Sonoma County Records:

Commencing at the Westerly corner of Lot 318 as shown on a map entitled "Plat of the Western Portion of Petaluma Rancho," filed under Book 8 of Maps, Page 15, Sonoma County Records from which a half inch iron pipe tagged LS 8451 ,bears South 35°26'07" West, 1.71 feet; thence along the Southwesterly boundary of said Lot 318 South 54°35'30" East, 2442.97 feet to the Point of Beginning from which a half inch iron pipe tagged LS 8451 bears South 25°43'51" West, 0.70 feet; thence leaving said southwesterly boundary North 25°43'51" East, 1274.99 feet to a half inch iron pipe tagged LS 8451; thence North 35°59'39" East, 127.65 feet to a half inch iron pipe tagged LS 8451; Thence North 69°53'56" East, 180.38 feet to a half inch iron pipe tagged LS 8451; Thence South 56°45'36" East, 796.75 feet to a half inch iron pipe tagged LS 8451; Thence North 75°48' 12" East, 550.05 feet to a half inch iron pipe tagged LS 8451; thence South 42°08'07" East, 629.89 to the Southeasterly boundary of said Lot 318 marked by a half inch iron pipe tagged LS 8451; thence along said Southeasterly boundary of said Lot 318 South 35°27'28" West, 1846.35 feet to the Southerly most corner of said Lot 318; thence along said Westerly boundary of Lot 318 North 54°35'30" West, 1655.23 feet to the Point of Beginning.

The basis of bearing for the description described herein is based on a one and a half inch iron pipe tagged RE 1023 marking the Westerly corner of Parcel Three and a one inch iron pipe on the Westerly line of the Lands of Sonoma Investment Co. as shown on the certain Record of Survey filed under Book 122 of Maps, Page 1, Sonoma County Records.

**Parcel Two:**

All that portion if any lying Southwesterly of Points "A" and "B" and that portion lying Northwesterly of Points "B" and "C", as set forth in Exhibit "C", of that certain Boundary Line Agreement and Quitclaim Deed recorded April 30, 1993 as Document No. 1993-0054395, Sonoma County Records

**Parcel Three:**

The land referred to herein is located in the unincorporated area of Sonoma County California, being a portion of the Lands of C. Hardy 92, LP as described in Document Number 2015-095165, Sonoma County Records:

Beginning at the Northerly corner of Lot 336 as shown on a map entitled "Plat of the Western Portion of Petaluma Rancho," filed under Book 8 of Maps, Page 15, Sonoma County Records; thence along said Easterly boundary of said Lot 336, South 54°30'38" East, 30.00 feet; thence along said Easterly boundary of said Lot 336, South 55°32'16" East, 1457.55 feet to the Southeasterly corner of the triangular piece of land as described in deed from H.W. Nicholas to J.F. Fin, dated May 26, 1860 and recorded June 19, 1860 in Book 10 of Deeds, at Page 334, Sonoma County Records; thence along the Southwesterly boundary of said triangular piece of land, South 88°44'43" West, 1818.07 feet to the common boundary of Lot 336 and Lot 318 as shown on said map entitled "Plat of the Western Portion of Petaluma Rancho," thence along said common boundary North 35°27'28 East, 1070.47 feet to the Point of Beginning.

The basis of bearing for the description described herein is based on a one and a half inch iron pipe tagged RE 1023 marking the Westerly corner of Parcel Three and a one inch iron pipe on the Westerly line of the Lands of Sonoma Investment Co. as shown on the certain Record of Survey filed under Book 122 of Maps, Page 1, Sonoma County Records.

A.P. No.: 017-480-006-000

## **EXHIBIT "B"**

### **LAND CONSERVATION PLAN**

This Land Conservation Plan is made by and between C. HARDY 92, L.P., a California limited partnership ("Owner(s)") and the County of Sonoma, a political subdivision of the State of California ("County"), and is hereby incorporated by reference into the Land Conservation Contract to which it is attached as though fully set forth therein ("Contract").

1. PURPOSE. The purpose of this Land Conservation Plan is to identify the approximate location and acreage of designated uses to which the Subject Property is or may be used during the term of the Land Conservation Contract consistent with the terms of the Land Conservation Contract, the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules"), and the California Land Conservation Act (Government Code section 51200 et seq.), as they now exist, or as they may be amended from time to time.

#### 2. DEFINITIONS.

- a. "Subject Property," shall have the same meaning as the term "Subject Property," as used in the Contract.
- b. "Prime Agricultural Use," means the use of "Prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- c. "Non-Prime Agricultural Use," means the use of "Non-prime Agricultural Land," for one or more "Agricultural Use," as those phrases are defined in the Uniform Rules.
- d. "Open Space Use," means the use of "Open Space Land for an "Open Space Use," as those phrases are defined in the Uniform Rules.
- e. "Compatible Use," shall have the same meaning as the term "Compatible Use," as used in the Uniform Rules.
- f. "Undesignated Area," means portion of land under the Contract that is vacant and potentially available for any qualifying agricultural and/or compatible use, consistent with the terms of the Contract, the Uniform Rules, and the Land Conservation Act, as they now exist or as they may be amended from time to time. Use of the "Undesignated Area," for agricultural or compatible use requires amendment of this Land Conservation Plan.

3. DESIGNATED LAND USES. Owner(s) agree to manage and maintain the Subject Property in a manner that ensures that the following designated uses will conform to the identified acreage and location at all times during the term of the Contract and any extensions



thereof. Any proposed change to a designated use, acreage, and/or location, requires amendment of this Land Conservation Plan.

| <u>Designated Use</u>          | <u>Acreage</u>  | <u>Location</u> |
|--------------------------------|-----------------|-----------------|
| NON-PRIME AGRICULTURAL USE(S): | 153.520 ± acres | See Site Plan   |
| COMPATIBLE USE(S):             | .049 ± acres    | See Site Plan   |
| UNDESIGNATED AREA:             | 42.810 ± acres  | See Site Plan   |
| TOTAL:                         |                 | 196.379 ± acres |

4. SITE PLAN. A site plan showing the location of the designated uses described in paragraph 3, above, is attached and incorporated by reference into this Land Conservation Plan. Any proposed change to the Site Plan requires amendment of this Land Conservation Plan.

5. AMENDMENT TO LAND CONSERVATION PLAN.

a. Any change to the acreage or location of the designated uses described in paragraph 3, above, requires written amendment to this Land Conservation Plan, consistent with the Land Conservation Contract, Uniform Rules, and Land Conservation Act, as they now exist or as they may be amended from time to time.

b. Owner(s), or Owner(s) predecessor(s) in interest, may apply to the Permit and Resource Management Department (PRMD) for an amendment of this Land Conservation Plan. With the approval of the Director of PRMD, Owner(s) or Owner(s)' predecessor in interest may designate an agent to file an application for amendment of this Land Conservation Plan on their behalf.

c. The Board of Supervisors, or its designee, shall consider and decide all requests to amend this Land Conservation Plan.

d. All amendments to this Land Conservation Plan are deemed automatically incorporated into the Land Conservation Contract to which it applies, upon approval by the Board of Supervisors or its designee, and upon recordation of the executed amendment with the Sonoma County Recorder's Office.

e. For purposes of property tax assessment, any amendment to the Land Conservation Plan or Land Conservation Contract will be recognized by the Sonoma County Assessor's Office on the January 1<sup>st</sup> lien date of the year following the year in which the amendment is recorded, consistent with Revenue and Taxation Code sec. 430.5.

6. BREACH. Failure to conform to this Land Conservation Plan is a breach of the Land Conservation Contract to which it is attached and incorporated by reference.

AGREEMENT AND STATEMENT BY OWNER(S):

I/we agree to comply with the provisions of this Land Conservation Plan, as it now exists or as it may be amended from time to time, for the duration of the Land Conservation Contract to

which it is attached and incorporated by reference, including any and all renewals or extension of the Land Conservation Contract.

OWNER(S):

C. HARDY 92, L.P., a California limited partnership

By: Carla J. Hardy  
Carla J. Hardy, General Partner

By: Cory Hardy  
Cory Hardy, General Partner

**NOTE: Acknowledgments must be attached.**

-----County Use Only-----

COUNTY OF SONOMA:

BOARD OF SUPERVISORS or DESIGNEE OF BOARD OF SUPERVISORS

Approved on \_\_\_\_\_, 2020

ATTEST:  
Sheryl Bratton, Clerk

COUNTY OF SONOMA

By: \_\_\_\_\_  
Darin Bartow  
Chief Deputy, Clerk of the Board

By: \_\_\_\_\_  
Susan Gorin  
Chair, Board of Supervisors

**NOTE: Acknowledgments must be attached.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

On 10/28/2020 before me, Ruth H. McClure, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Carla J and Cory Hardy  
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ruth H. McClure

Signature of Notary Public



### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Land Conservation Contract

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

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

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

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

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

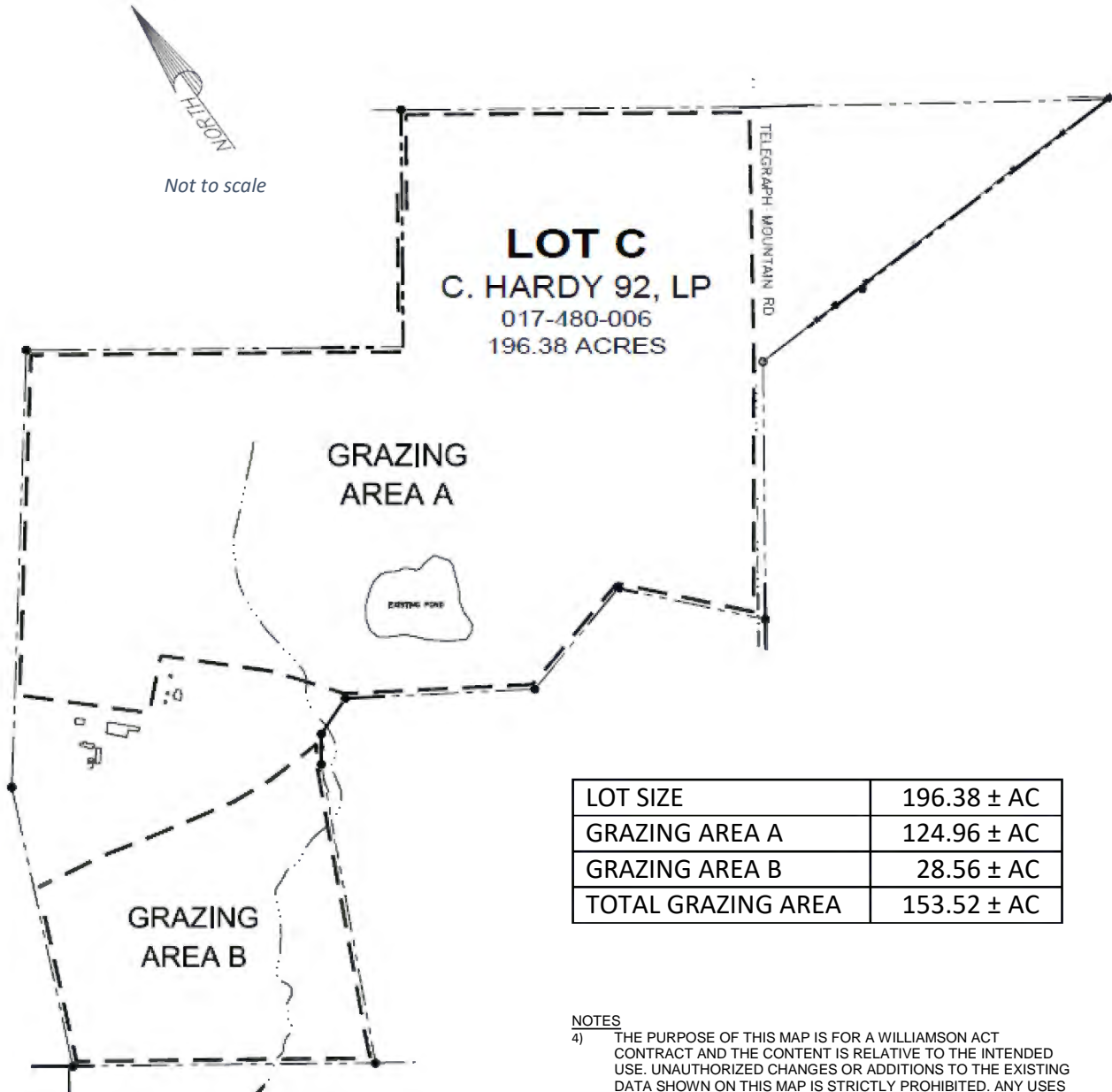
Signer Is  
Representing: \_\_\_\_\_

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

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

Signer Is  
Representing: \_\_\_\_\_

**LOT C**  
**C. HARDY 92, LP**  
**LAND CONSERVATION PLAN**  
**AGP18-0004**



|                    |             |
|--------------------|-------------|
| LOT SIZE           | 196.38 ± AC |
| GRAZING AREA A     | 124.96 ± AC |
| GRAZING AREA B     | 28.56 ± AC  |
| TOTAL GRAZING AREA | 153.52 ± AC |

**NOTES**

- 4) THE PURPOSE OF THIS MAP IS FOR A WILLIAMSON ACT CONTRACT AND THE CONTENT IS RELATIVE TO THE INTENDED USE. UNAUTHORIZED CHANGES OR ADDITIONS TO THE EXISTING DATA SHOWN ON THIS MAP IS STRICTLY PROHIBITED. ANY USES OF THIS MAP BEYOND THE STATED PURPOSE REQUIRES THE AUTHORIZATION OF HOGAN LAND SERVICES
- 5) THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY. BOUNDARY INFORMATION SHOWN IS PER A RECORD OF SURVEY TO BE FILED WITH THE COUNTY OF SONOMA BY THIS OFFICE.
- 6) HORIZONTAL CONTROL: (N22° 16'00"E) BETWEEN FOUND 1 1/2 INCH AND 1 1/2 INCH (1 INCH) IRON PIPE MONUMENTS AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 122 OF MAPS AT PAGE 1.

**LEGEND**

- RECORD BOUNDARY LINE
- GRAZING AREA LIMITS

**LAND CONSERVATION PLAN**

MANOR LANE  
 PETALUMA, CA

**LOT C**

APN: 017-480-006

1702 4TH STREET  
 SANTA ROSA, CA 95404

www.hoganls.com

Tel (707) 544-2104  
 Fax (707) 522-2105

|        |         |   |
|--------|---------|---|
| DRN:   | TWR     | THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF CORY HARDY IN NOVEMBER, 2019. |
| CHK:   | TWR     |   |
| ENR:   | ADR     |   |
| DATE:  | 12-4-19 |   |
| JOB #: | 1342    | ADAM S. RIVERA, PLS 8451 Ex. 12/31/20   |