

June 26, 2026

Mr. Dan Hennessey
Director, Transportation and Public Works
City of Santa Rosa
100 Santa Rosa Avenue
Santa Rosa, CA 95404

Subject: Restricted Donation for Southeast Greenway Master Plan

Dear Mr. Hennessey,

On behalf of Sonoma Land Trust and the Southeast Greenway Campaign, we are pleased to provide a restricted donation in the amount of **\$750,000** to the City of Santa Rosa in support of the Master Planning process by June 30, 2026 for the Southeast Greenway park to be coded as follows:

PID: 2498 Southeast Greenway Master Planning Process
JL Key: 09786 Southeast Greenway

This donation is restricted for use in support of the development of the Southeast Greenway Master Plan. The intent of this contribution is to enhance and expand the community engagement efforts associated with the planning process, particularly equity-based outreach, and to support an efficient and timely completion of the Master Plan.

It is the donor's intent that these funds prioritize activities that enable diverse public participation that goes beyond what would otherwise be feasible within the City's standard planning budget. Such activities may include, but are not limited to:

- culturally responsive and multilingual outreach
- partnerships with community-based organizations
- youth and school-based engagement
- stipends or other support to facilitate community participation
- neighborhood-based outreach and engagement strategies
- innovative engagement tools or methods that increase participation
- graphics and depictions that advance understanding of the Greenway's potential

Engagement activities supported by this donation are intended to help ensure broad participation from Santa Rosa residents, including individuals and communities historically underrepresented in civic planning processes.

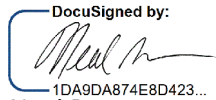
Consistent with the City's Request for Proposals for the Southeast Greenway Master Plan, the consulting team is expected to dedicate significant resources to community engagement, with a target allocation of approximately 25% or more of the planning budget devoted to engagement activities.

Additional provisions related to the term of the funded project, reporting, the disposition of any unused funds, and donor recognition are addressed in the accompanying Donation Agreement between Sonoma Land Trust and the City of Santa Rosa.

This donation is made by Sonoma Land Trust, and by the generous support of the Saba Foundation and Paul Matthews and Maria Caradamone, whose commitment to community engagement, ecological stewardship, and vibrant public spaces made this effort possible. We look forward to collaborating with the City in recognizing these donors.

We deeply appreciate the City of Santa Rosa's leadership and partnership in advancing the Southeast Greenway as a future community park and ecological corridor.

With Appreciation,

DocuSigned by:
Neal Ramus
1DA9DA874E8D423...

Neal Ramus

Director of Community Engagement and Education
Sonoma Land Trust

cc:

Jason Nutt, Interim City Manager, City of Santa Rosa
Scott Wagner, Chief Financial Officer
Eamon O'Byrne, Executive Director, Sonoma Land Trust
Joe Rizzo, Director of Finance and Administration, Sonoma Land Trust
Shannon Nichols, Director of Philanthropy, Sonoma Land Trust
Thea Hensel, Chair, Southeast Greenway Campaign

FUNDING AGREEMENT - Southeast Greenway Master Planning Support

This Donation Agreement (“Agreement”) is entered into between **Sonoma Land Trust**, a California nonprofit public benefit corporation (“Donor”), and the **City of Santa Rosa**, a California municipal corporation (“City”).

1. Purpose

The purpose of this Funding Agreement (“Agreement”) is to document the donation of funds to support the Southeast Greenway Master Planning process for the future Southeast Greenway park in Santa Rosa, California.

The Southeast Greenway consists of approximately 49 acres of land extending roughly 2 miles from Farmers Lane to Spring Lake Regional Park and is intended to serve as a community open space, recreation area, and ecological restoration corridor.

This Agreement implements the donor intent described in the accompanying Letter of Restriction, which outlines the purpose and expectations associated with the gift.

2. Donation Amount and Timing

Sonoma Land Trust will provide a restricted donation of seven hundred and fifty thousand dollars (\$750,000) to the City of Santa Rosa.

The donation will be provided on or before June 30, 2026, unless otherwise mutually agreed in writing.

3. Term of Agreement

This Agreement shall commence on June 26, 2026 and remain in effect through December 31, 2027 (“Funding Term”), unless amended or terminated earlier in accordance with this Agreement. Funds shall be used solely for activities described herein and incurred during the Funding Term. Any modification or extension of the Funding Term must be made in writing and approved by both parties. Final reporting and financial reconciliation shall be submitted within ninety (90) days following the expiration of the Funding Term.

4. Permitted Use of Funds

The City agrees that the contributed funds shall be used solely in support of the Southeast Greenway Master Planning process, including planning, technical studies, consultant services, and community engagement activities associated with the development of the Southeast Greenway Master Plan.

In implementing the Master Planning process, the City will make reasonable efforts to utilize the funds in a manner consistent with the donor’s intent to:

- enhance and strengthen community engagement
- broaden participation in the planning process

- support timely completion of the Master Plan
- advance delivery of Greenway amenities for the public

Nothing in this Agreement shall limit the City's authority to conduct procurement processes or manage consultant selection in accordance with applicable laws, policies, and procedures.

5. Reporting

The City will provide updates to Sonoma Land Trust upon request summarizing the use of donated funds and the progress of the Southeast Greenway Master Planning process.

Within ninety (90) days following completion of the Master Planning process, termination of the Master Planning contract, or upon reaching the Funding Term date, the City will provide Sonoma Land Trust with a final accounting of expenditures.

5. Financial Tracking of Funds

The City will administer the donated funds in accordance with its standard financial management and accounting practices. The City will maintain the funds in a manner that guarantees their expenditure on the Southeast Greenway Master Plan within the City's financial system, ensuring that the funds can be clearly accounted for and used solely for the purposes described in this Agreement.

6. Return of Unused Funds

Any portion of the funds that remains unspent or unencumbered following completion of the Southeast Greenway Master Planning process, or upon termination of the Master Planning contract, shall remain restricted to the purposes described in this Agreement and shall not be reallocated by the City for other municipal purposes.

Any funds that remain unexpended or unencumbered after the final accounting shall be returned to Sonoma Land Trust within thirty (30) days of delivery of the final accounting.

Returned funds will continue to be used by Sonoma Land Trust exclusively in support of the Southeast Greenway project or related community benefit initiatives consistent with the charitable intent of the donation.

For the purposes of this Agreement, "unencumbered funds" means funds not subject to a legally binding contract, purchase order, or executed agreement entered into prior to completion or termination of the Master Planning process.

6. Donor Recognition

The City acknowledges that this contribution is made by Sonoma Land Trust, which is made possible through the generous support of the **Saba Foundation** and **Paul Matthews and Maria Caradamone**.

The City and Sonoma Land Trust will work collaboratively and in good faith to identify appropriate opportunities to recognize the donors' support in connection with the Southeast Greenway Master

Planning process and related public communications, consistent with applicable City policies and practices.

Such recognition may include acknowledgement in project materials, public communications, reports, presentations, community engagement materials, or other appropriate opportunities associated with the Southeast Greenway project. The specific form, timing, and placement of recognition will be determined through mutual consultation between the City and Sonoma Land Trust.

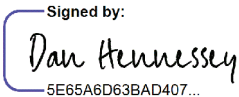
7. Amendment

This Agreement may be amended only by written agreement signed by authorized representatives of both parties.

8. Effective Date

This Agreement shall become effective upon execution by both parties.

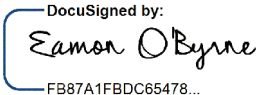
CITY OF SANTA ROSA

Name:  Signed by: Dan Hennessey
5E65A6D63BAD407...

Title: Director, Transportation and Public Works Department

Date: 6/29/2026

SONOMA LAND TRUST

Name:  DocuSigned by: Eamon O'Byrne
FB87A1FBDC65478...

Title: Executive Director

Date: 6/26/2026