

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

FREE RECORDING – GOVERNMENT CODE 27383
R&T 11922 DEED TO PUBLIC AGENCY, -0- TRANSFER TAX DUE

Portions of APNS: 060-060-064 and 060-060-059

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”), dated as of the date of the last signature set forth below (“Effective Date”) is made by and between the City of Santa Rosa, a municipal corporation (“City”) and Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (“Grantee”), who agree as follows.

RECITALS

- A. Grantee owns and operates a drinking water well (“Grantee’s Well”) on certain real property within Sonoma County Assessor’s Parcel Number 060-060-063. Grantee’s Well is located within an area of Parcel Number 060-060-063 that is bounded on the south by Joe Rodota Trail and on the north by State Highway 12
- B. City owns certain real property commonly known as Brown Farm. Two of the parcels comprising Brown Farm are the subject of this Agreement. One subject parcel is located at 0 Sebastopol Road, Santa Rosa, California 95407 and identified as Sonoma County Assessor’s Parcel Number 060-060-064, and the other subject parcel is located at 2200 Llano Road, Santa Rosa, California 95407 and identified as Sonoma County Assessor’s Parcel Number 060-060-059 (collectively, the “Property”).
- C. City maintains certain portions of the infrastructure on the Property (the “Infrastructure”) to support City’s Recycled Water System.
- D. Pursuant to, and as further defined and restricted in, the Cooperative Agreement for the Transfer of Raw and Partially Treated Well Water Between Sonoma County Water Agency and the City of Santa Rosa, dated on or about September 7, 2023 (“Cooperative Agreement”), Grantee maintains certain transfer piping and appurtenances on the Property to dispose of testing water and other water produced from operation of Grantee’s groundwater wells through City’s Recycled Water System (“Grantee Transfer Piping”).

- E. Grantee desires to obtain a permanent, non-exclusive easement ("Easement") from the City for Grantee's use of "Parcel A" and "Parcel B" (collectively, the "Easement Area"), which Exhibit A to this Agreement describes in detail.
- F. Grantee desires to obtain a water line easement within Parcel A for the purpose of operating and maintaining its Grantee Transfer Piping, and Grantee desires to obtain an access easement within Parcel B for the purposes described and defined in more detail in Section 4 below (collectively, the "Activities").
- G. City is willing to grant the Easement to Grantee to use the Property under the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration City and Grantee covenant and agree as follows:

AGREEMENT

1. GRANT OF EASEMENT:

City grants to Grantee, subject to the terms and conditions of this Agreement, a non-exclusive permanent easement to use the Property location identified as the Easement Area described and depicted in Exhibits A and B, solely for the purpose of the Activities.

2. NONEXCLUSIVENESS OF EASEMENT:

The Easement is nonexclusive. City shall continue to have, without limitation, the right, in its sole discretion, to use the Property for its own purposes and to issue additional easements or other agreements for the use of the Property.

3. EXISTING LICENSE TO USE PROPERTY:

Grantor acknowledges that Grantee has previous licenses to use the Easement Area with the permission of Grantor pursuant to that certain license agreement dated April 5, 2022, for Parcel A and March 7, 2022, for Parcel B (as amended, collectively, the "License Agreements"). This Easement Agreement supersedes any prior informal or permissive use arrangements, including the License Agreements, and shall be the controlling document governing Grantee's rights in the Easement Area. Such prior use shall not be deemed adverse or give rise to any claim of prescriptive rights or other interest beyond those expressly granted herein.

4. SCOPE OF USE:

The Easement granted over the Property is a perpetual easement including the right by Grantee, its officers, agents and employees, contractors and subcontractors whenever and wherever necessary to enter upon the described Property with personnel and equipment for the Activities, provided, however, that said use does not in any way interfere with, damage or restrict City's use of the Property, the current improvements existing thereon, or the District's Conservation Easement described in Section 15.

Grantee's easement rights for Parcel A are restricted to the maintenance, repair, replacement without improvement and/or operation of the Grantee Transfer Piping. Grantee's easement

rights for Parcel A are subject to the Terms of the Cooperative Agreement, as it may be amended from time to time, or any successor agreement to the Cooperative Agreement. As used herein, "Terms" shall include without limitation all rights of the City, and all obligations or restrictions placed on Grantee's operations.

Grantee's easement rights for Parcel B are restricted to ingress and egress to Grantee's property.

Except as expressly provided herein, Grantee shall not make any improvements to the Property, including without limitation construction or landscaping, without the written agreement of the City.

5. MATERIALS AND EQUIPMENT:

City reserves the right to reject the use of certain equipment, materials, and chemicals by Grantee at the Property and may impose conditions on such use in its absolute and sole discretion.

6. RELOCATION OF EQUIPMENT:

In the event City shall at any time so require, Grantee shall, at its sole cost and expense, immediately relocate its materials, property or equipment at the Property upon notice from City.

7. SUCCESSORS AND ASSIGNS:

The Easement granted herein is personal to Grantee and no right hereunder may be assigned or sublet, in whole or in part, and Grantee shall not permit any other person, firm, or corporation to use, in whole or in part, any of the rights or privileges granted pursuant to this Agreement without first obtaining the written consent of City. City may withhold its consent to any such transfer of this Agreement in its sole and absolute discretion.

8. INDEMNIFICATION:

Grantee agrees to defend, hold harmless and indemnify City, its officers, agents and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys related to Grantee's use of the Property for the Activities or Grantee's failure to comply with the provisions of this Easement.

9. DAMAGE TO INFRASTRUCTURE AND PROPERTY:

Grantee assumes all responsibility for any damage to the Infrastructure or to the Property caused by Grantee or its invitees, agents or employees. Grantee shall use Grantee's best efforts to diligently safeguard the Infrastructure and Property. Grantee shall promptly perform or cause to be performed any and all maintenance or repairs to Property when notified by City that such maintenance or repairs are necessary due to damage caused by Grantee, or its invitees, agents or employees. In the event Grantee fails to satisfactorily maintain or repair Property as herein required, and Grantee fails to cure such failure within thirty (30) days after written notice to cure is given by City, City, its employees and agents, may cause any maintenance or repair as may be necessary to be done on the Property, and may thereafter invoice Grantee for the

entire cost and expense of such maintenance or repair, including administrative costs and interest to the maximum amount permitted by law from and after thirty (30) days from the date the maintenance or repair invoice is mailed by City to Grantee.

City shall have the right under this Section 9 to require Grantee to make repairs or perform maintenance of Property in a shorter period of time if such maintenance or repair is necessary to protect the public safety or prevent property damage, and Grantee shall be responsible to reimburse City for the cost of same. In the event Grantee fails to satisfactorily maintain or repair Property as herein required, and Grantee fails to cure such failure within thirty (30) days after written notice to cure is given by City, City, its employees and agents, may cause any maintenance or repair as may be necessary to be done on the Property, and may thereafter bill Grantee for the entire cost and expense of such maintenance or repair, including administrative costs and interest to the maximum amount permitted by law from and after thirty (30) days from the date the maintenance or repair expense bill is mailed by City to Grantee.

10. ADVERTISING:

No signs or advertisements shall be placed in, on, or about the Property without the prior written consent of City and then only for the activity authorized by this Agreement. Unless otherwise agreed upon by the City, Grantee shall not publicize or cause to be publicized in any manner any activity contemplated by this Agreement prior to the execution of this Agreement by City and Grantee.

11. CONDUCT OF PERSONS:

Grantee shall be solely responsible for the orderly conduct of all persons at the Property by its invitation, either express or implied.

12. OBSTRUCTIONS:

Grantee shall not do, nor permit to be done, anything which may interfere with City's use of the Property or the District's Conservation Easement identified in Section 15 below.

13. INSURANCE:

Grantee, and Grantee's contractors using the Property, if any, shall obtain and maintain in full force and effect during the term of the Easement, including any period during which Grantee is using the Property or so long as Grantee's equipment remains on City property, the insurance requirements in Attachment One to this Agreement which is incorporated herein by this reference. Grantee may meet the insurance requirements in Attachment One through evidence of self-insurance satisfactory to the City. Grantee providing proof of insurance complying with the requirements of this Agreement is a condition precedent to this Agreement becoming effective.

14. SEVERABILITY:

Each provision of this Agreement is intended to be severable. If any term or provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

15. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND REQUIREMENTS:

Grantee shall comply with all applicable state and federal laws that apply to the Property, including the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, *et seq.*), and any regulations and guidelines issued pursuant to the ADA, as well as all applicable State, Federal and local environmental requirements for all activities that occur pursuant to this Easement. Grantee shall comply with all applicable provisions of the Santa Rosa City Code and will consult with, and seek any necessary approvals from, the Sonoma County Agricultural Preservation and Open Space District to ensure that any activities are consistent with all existing easements and requirements. Grantee understands that the Easement Area is encumbered by a Conservation Easement held by the Sonoma County Agricultural Preservation and Open Space District (the "District"), recorded as Instrument Number 2001173432 in the Official Records of Sonoma County (the "Conservation Easement"), which is attached hereto as Exhibit C and incorporated herein by reference, and agrees to abide by the restrictions on use of the real property contained in the Conservation Easement. The parties agree that the District may bring an action directly against the Grantee for violating any of the restrictions on use contained in the Conservation Easement, and the Grantee waives any defense it may have to such enforcement on the grounds of privity of contract. Grantee hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, regulatory penalties, damages or injuries suffered by City arising out of, or related to, the breach of this Section 15.

16. INTEGRATION:

This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Easement. Any modification of or addition to this Agreement must be in writing signed by both parties.

17. INDEPENDENT CAPACITY OF GRANTEE:

Grantee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of City.

18. TIME OF ESSENCE:

Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

19. RELATIONSHIP:

The parties intend by this Agreement to establish the relationship of City and Grantee only and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of City and Grantee.

20. CAPTIONS:

The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

21. CHOICE OF LAW; VENUE:

This Agreement shall be construed, and its performance enforced, under California law. Any judicial proceeding in connection with any dispute under, or enforcement of, this Agreement shall be brought in Sonoma County, California.

22. NOTICES:

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Either City or Grantee may from time to time designate an alternate person or office for service in a written notice given to the other. Notices shall be deemed sufficiently served five (5) days after the date of mailing by certified or registered mail, one (1) day after mailing by overnight courier, or upon personal delivery. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

To Grantee: Sonoma County Water Agency
General Manager
404 Aviation Blvd.
Santa Rosa, CA 95403

With Copy to: Right of Way Section/Property Manager

To City: Water Department
Director of Water
69 Stony Circle
Santa Rosa, CA 95401

With Copy to: Real Estate Manager
100 Santa Rosa Avenue, Room 6
Santa Rosa, CA 95404

23. SIGNATURES REQUIRED:

This Agreement shall have no force or effect whatsoever unless and until it has been executed by Grantee and City of Santa Rosa. By its execution, Grantee covenants and agrees that it will faithfully perform and abide by each and every term, condition, and limitation of the Easement granted herein, each of which shall be a condition subsequent to continuance in effect of the Easement.

[signatures appear on following page]

The parties have executed this Agreement as of the Effective Date.

Sonoma County Water Agency

City of Santa Rosa,
a Municipal Corporation

Signatures of Authorized Persons:

By: _____

By: _____

Print Name: Grant Davis

Print Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Adam Brand, Assistant County Counsel

Office of the City Attorney

Attachments:

Attachment One – Insurance Requirements
Exhibits A and B–Description and Depiction of Easement Area
Exhibit C- Conservation Easement

NOTARY PUBLIC CERTIFICATE

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 _____ before me, _____ personally appeared _____, 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 by my hand and official seal,

NOTARY PUBLIC CERTIFICATE

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 _____ before me, _____ personally appeared _____, 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 by my hand and official seal,

[County to provide Certificate of Acceptance]

ATTACHMENT ONE INSURANCE REQUIREMENTS FOR EASEMENT AGREEMENTS

- A. Insurance Policies:** Grantee shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2.	Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Grantee has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3.	Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.
4.	Contractor's pollution liability insurance	\$ 1 million per occurrence \$ 2 million aggregate	This policy shall include coverage of claims for Bodily Injury or Property Damage and remediation costs resulting from a pollution incident at Area A or the Property caused by or exacerbated by Grantee or Grantee's Contractor.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Grantee's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Grantee's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Grantee's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance:** Grantee shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. Other Insurance Provisions:**
1. No policy required by this Agreement shall prohibit Grantee from waiving any right of recovery prior to loss. Grantee hereby waives such right with regard to the indemnitees.
 2. All insurance coverage amounts provided by Grantee and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Grantee or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Grantee may be required to provide financial guarantees.
 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibits A and B

Description and Depiction of Easement Area (see attached)

EXHIBIT "A"
LEGAL DESCRIPTION

REAL PROPERTY LYING IN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL "A" – WATER LINE EASEMENT

BEING AN EASEMENT OVER A PORTION OF THE LANDS OF THE CITY OF SANTA ROSA, AS DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED JUNE 16, 1978 IN BOOK 3413, PAGE 90 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF THE LANDS OF SONOMA COUNTY WATER AGENCY, AS DESCRIBED IN THAT GRANT DEED RECORDED ON APRIL 20, 1976 IN BOOK 3070, PAGE 572 OF OFFICIAL RECORDS AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 12, AS DESCRIBED IN THAT GRANT DEED RECORDED ON MARCH 22, 1994 UNDER DOCUMENT NUMBER 1994-038170 OF OFFICIAL RECORDS, FROM WHICH AN UNTAGGED 1/2" IRON PIPE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LANDS OF SONOMA COUNTY WATER AGENCY AND THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 12 BEARS NORTH 40°33'14" WEST 104.31 FEET;

THENCE ALONG THE SOUTHERLY LINE OF SAID HIGHWAY 12, NORTH 65°59'00" EAST 36.51 FEET;

THENCE LEAVING SAID SOUTHERLY LINE, PARALLEL WITH AND 35.00 EASTERLY OF SAID NORTHEASTERLY LINE OF SONOMA COUNTY WATER AGENCY, SOUTH 40°33'14" EAST 20.86 FEET;

THENCE PARALLEL WITH AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID HWY 12, SOUTH 65°59'00" WEST 36.51 FEET, TO THE EASTERLY LINE OF SAID LANDS OF SONOMA COUNTY WATER AGENCY;

THENCE ALONG SAID EASTERLY LINE, NORTH 40°33'14" WEST 20.86 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 730 SQUARE FEET, MORE OR LESS.

PARCEL "B" – ACCESS EASEMENT

BEING AN EASEMENT OVER A PORTION OF THE LANDS OF THE CITY OF SANTA ROSA, AS DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED JUNE 16, 1978 IN BOOK 3413, PAGE 90 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF THE LANDS OF SONOMA COUNTY WATER AGENCY, AS DESCRIBED IN THAT GRANT DEED RECORDED ON APRIL 20, 1976 IN BOOK 3070, PAGE 572 OF OFFICIAL RECORDS AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 12, AS DESCRIBED IN THAT GRANT DEED RECORDED ON MARCH 22, 1994 UNDER DOCUMENT NUMBER 1994-038170 OF OFFICIAL RECORDS, FROM WHICH AN UNTAGGED 1/2" IRON PIPE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SAID LANDS OF SONOMA COUNTY WATER AGENCY AND THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 12 BEARS NORTH 40°33'14" WEST 104.31 FEET; THENCE ALONG THE WESTERLY PROLONGATION OF SOUTHERLY LINE OF SAID HIGHWAY 12, BEING THE SOUTHERLY LINE OF A HIGHWAY EASEMENT FROM SONOMA COUNTY WATER AGENCY TO THE STATE OF CALIFORNIA

RECORDED UNDER DOCUMENT NUMBER 1996-039072 OF OFFICIAL RECORDS, SOUTH 65°59'00" WEST 52.16 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LANDS OF SONOMA COUNTY WATER AGENCY, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE, SOUTH 40°33'14" EAST 134.82 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 49°26'46" WEST 20.00 FEET;

THENCE NORTH 40°33'14" WEST 40.74 FEET;

THENCE SOUTH 68°22'47" WEST 13.45 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 96°11'29", FOR AN ARC LENGTH OF 28.54 FEET;

THENCE NORTH 15°25'44" WEST 14.74 FEET;

THENCE NORTH 2°44'38" WEST 22.57 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 37°48'36", FOR AN ARC LENGTH OF 33.00 FEET;

THENCE NORTH 40°33'14" WEST 8.15 FEET TO THE SOUTHERLY LINE OF SAID HIGHWAY 12;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 65°59'00" EAST 12.52 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,504 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (NAD 83, ZONE 2) ON THE LINE BETWEEN THE FOUND MONUMENTS ALONG THE EASTERLY LINE OF THE LANDS OF SONOMA COUNTY WATER AGENCY, AS SHOWN HEREON.

ALL DOCUMENTS AND OFFICIAL RECORDS REFERENCED HEREIN ARE ON FILE IN THE OFFICE OF THE SONOMA COUNTY RECORDER.

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

R-SHEET NO. R-5900


MICHAEL R. JONES P.L.S. 8090

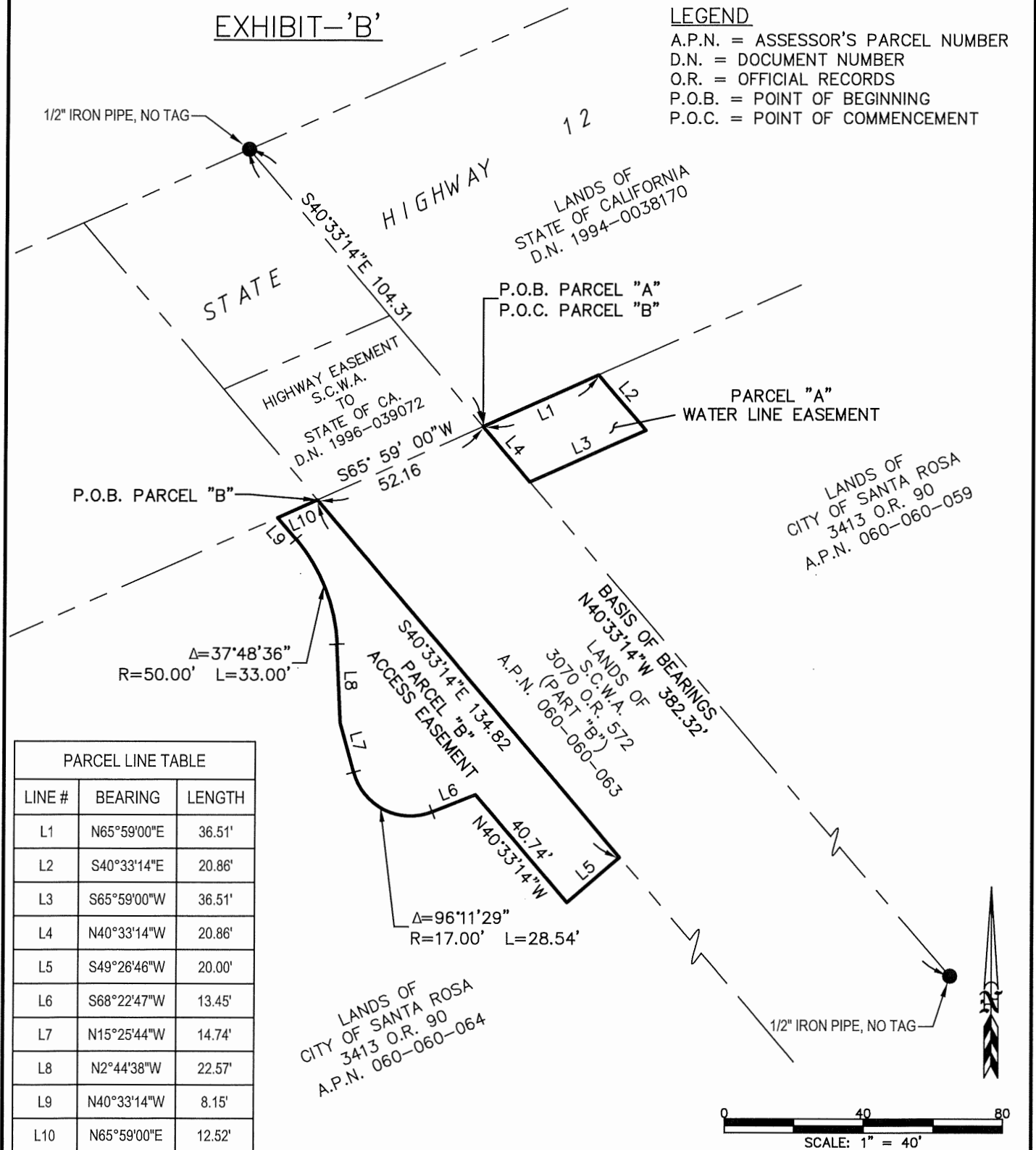


5/6/2025
DATE:

EXHIBIT-'B'

LEGEND

A.P.N. = ASSESSOR'S PARCEL NUMBER
D.N. = DOCUMENT NUMBER
O.R. = OFFICIAL RECORDS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



PARCEL LINE TABLE

LINE #	BEARING	LENGTH
L1	N65°59'00"E	36.51'
L2	S40°33'14"E	20.86'
L3	S65°59'00"W	36.51'
L4	N40°33'14"W	20.86'
L5	S49°26'46"W	20.00'
L6	S68°22'47"W	13.45'
L7	N15°25'44"W	14.74'
L8	N2°44'38"W	22.57'
L9	N40°33'14"W	8.15'
L10	N65°59'00"E	12.52'

OWNER AND
MAILING ADDRESS

CITY OF SANTA ROSA
100 SANTA ROSA AVE
SANTA ROSA, CA 95404

A.P. No. 060-060-059 & 064
O.R NO. 3413 O.R. 090

PROPERTY AREAS

ORIGINAL PARCEL: 340 Ac.+/-
WATER LINE ESMT. 730 Sq. Ft.±
ACCESS ESMT. 3,504 Sq. Ft.±

CITY CONVEYANCE DEED
D.N. _____

CITY OF SANTA ROSA

WATER LINE & ACCESS EASEMENTS
CITY OF SANTA ROSA
TO
SONOMA WATER

SCALE: 1" = 40' DATE: 5/6/2025

DWN. BJ
CHK. MRJ

APPROVED

FILE NO.
R-5900

Exhibit C

Conservation Easement (See attached)



First American

*my*FirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: Sonoma
Document Type: Document - Year.DocID
Year: 2001
DocID: 173432

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

RECORDING REQUESTED BY AND
RETURN TO:

County of Sonoma
Board of Supervisors
575 Administration Dr., Rm. 100A :t
Santa Rosa, CA 95403)2A,



GOVERNMENT AGENCY
12/17/2001 14:49 DEED
RECORDING FEE: 0.00

2001173432₁

OFFICIAL RECORDS OF
SONOMA COUNTY
EVE T. LEWIS

42



DEED AND AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA ROSA
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT

The City of Santa Rosa, a California municipal corporation (hereinafter collectively referred to as 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. (hereinafter DISTRICT), agree as follows:

RECITALS

1. GRANTOR is the owner in fee simple of certain property (hereinafter "the Property") located in Sonoma County and more particularly described in Exhibit "A," attached hereto and made a part of this Agreement by reference.

2. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to preserve agriculture and open space by acquiring interests in appropriate properties from willing sellers in order to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq. and by the open space elements of their respective general plans. In order to accomplish that purpose, DISTRICT entered into a contract with the Sonoma County Open Space Authority whereby in consideration of that entity financing DISTRICT'S acquisitions, DISTRICT agreed to and did adopt an Acquisition Program that was in conformance with the Authority's Expenditure Plan.

3. During January, 2001, DISTRICT'S General Manager and GRANTOR entered into negotiations for the acquisition by DISTRICT of a conservation easement in the Property. Those negotiations culminated in an agreement which is memorialized by this writing.

4. 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 Agreement.

THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other valuable consideration receipt of which is acknowledged, the parties enter into this Agreement.

AGREEMENT

1. **Purpose.** It is the purpose of this Agreement to preserve the open space, scenic and biotic values of the Property, and each of them, and to prevent any uses of the Property that will significantly impair or interfere with those values. This purpose, as further defined by the provisions of this Agreement, is generally referred to collectively herein as "the conservation purpose of this Agreement." GRANTOR intends that this Agreement will confine the uses of those areas of the Property at and below the 75 foot contour (hereinafter "the Flood Plain") to those allowed and limited by Exhibits "B" and "C" hereto. GRANTOR intends that this Agreement will confine the uses of those areas of the Property above the 75 foot contour (hereinafter "the Upland Area") to those allowed and limited by Exhibits "D" and "E" hereto.

2. **Grant and Acceptance of Conservation Easement.** Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts, for the purposes set forth in Recital No. 2, a conservation easement in the Property in perpetuity.

3. **Affirmative Rights of DISTRICT.** Subject to the conditions and rights expressly reserved in this Agreement, including but not limited to the provisions of paragraph 6(B), the affirmative rights conveyed to DISTRICT are the following:

A. To identify, to preserve, and to protect in perpetuity the open space, scenic and biotic values of the Property.

B. To enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current uses and practices thereon and the baseline condition thereof (in cooperation with GRANTOR), and (ii) monitoring the uses

and practices regarding the Property to determine whether they are consistent with this Agreement. Such entry shall be permitted at least once a year at reasonable times, upon 24 hours' prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with the proper uses and practices regarding the Property. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Paragraph 3, but not necessarily 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 Agreement, DISTRICT shall have the right, upon the giving of 24 hours' notice, at any time, to enter the Property for the purposes of determining if such breach has occurred. The rights of entry provided by this Paragraph 3.B. shall extend to the employees, agents, and consultants of DISTRICT.

4. **GRANTOR'S Use of the Property.** This Agreement shall confine the uses of the Property to the uses which are described herein. Examples of uses and practices regarding the Property which are consistent with the conservation purpose of this Agreement, and which are hereby expressly reserved by Grantor, are set forth in Exhibit "B," with respect to the Floodplain, and Exhibit "D," with respect to the Uplands, both of which are attached hereto and incorporated herein by this reference. Examples of uses and practices regarding the Property which are inconsistent with the conservation purpose of this Agreement, and which are hereby expressly forbidden, are set forth in Exhibits "C," with respect to the Floodplain, and Exhibit "D," with respect to the Uplands, both of which are attached hereto and incorporated herein by this reference. The uses and practices set forth in Exhibits "B" and "D" and in Exhibits "C" and "E" are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities and to provide guidance in determining the consistency of other activities with the conservation purpose of this Agreement.

5. **Approval Procedure and Criteria.** GRANTOR agrees to notify DISTRICT in writing before exercising any right not expressly described in Exhibits "B" or "D" as a permitted use, the exercise of which may constitute a breach of this Agreement. Further, any act, enterprise, or activity proposed to be done or undertaken by GRANTOR which requires the prior approval of DISTRICT pursuant to the express provisions of Exhibits "B," "C," "D" or "E" hereof shall be commenced only after satisfaction of the notice and approval conditions of this Paragraph 5.

A. **GRANTOR'S Written Notice.** Prior to the commencement of any activity, use, or enterprise requiring DISTRICT'S approval, GRANTOR shall send DISTRICT written notice of GRANTOR'S intention to commence or undertake such activity, use or enterprise. Said notice shall inform DISTRICT of all relevant aspects of such proposed activity, use, or enterprise including, but not limited to, the nature, siting,

size, capacity, and number of similar and dissimilar structures, improvements, facilities, uses or enterprises.

B. *DISTRICT'S Response.* DISTRICT shall have forty-five (45) days from the mailing of such notice, as indicated by the registered or certified return receipt, to review the proposed activity, use, or enterprise, and to notify GRANTOR of any objection thereto. Such objection, if any, shall be based upon DISTRICT'S opinion that the proposed activity is inconsistent with the conservation purpose of this Agreement or that the notice is incomplete or inaccurate. If, in DISTRICT'S judgment, the proposed activity, use or enterprise would not be consistent with the conservation purpose of this Agreement, said notice shall inform GRANTOR of the reasons for the DISTRICT'S objection. Except as provided in subparagraph C. of this Paragraph 5, only upon DISTRICT'S express written approval, given by DISTRICT'S General Manager, may the proposed activity, use, or enterprise be commenced and/or conducted, and only in the manner explicitly represented by GRANTOR and approved by DISTRICT.

C. *DISTRICT'S Failure to Respond.* Should DISTRICT fail to post its response to GRANTOR'S notice within forty-five (45) days of the mailing of said notice, GRANTOR shall send a second notice by registered or certified mail. Should DISTRICT fail to respond to said second notice within ten (10) days of the mailing thereof, GRANTOR may commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR'S notice. Regardless of the outcome of such action, GRANTOR'S costs of suit, including attorneys' fees, shall be borne by DISTRICT, provided that the court finds that DISTRICT'S General Manager actually received both the first and second notices.

6. *Costs and Liabilities Related to the Property.*

A. 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. GRANTOR shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. 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. Without limiting the foregoing, other than is provided in paragraph 5.C., DISTRICT shall not be liable to GRANTOR or any other person or entity in connection with consents given or withheld hereunder, or in connection with any entry upon the Property occurring pursuant to this Agreement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against GRANTOR or any other person or entity, except as such claim, liability, damage, or expense is the result of DISTRICT'S negligence, gross negligence, or intentional misconduct.

B. Notwithstanding any other provision of this Agreement to the contrary, the parties do not intend and this Agreement shall not be construed such that (1) it creates in DISTRICT the obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq. and hereinafter "CERCLA") or (2) it creates in DISTRICT the obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or (3) DISTRICT has the right to investigate and remediate any hazardous materials, as defined below, associated with the Property or (4) DISTRICT has any control over GRANTOR'S ability to investigate and remediate any hazardous materials associated with the Property. GRANTOR represents, warrants and covenants to DISTRICT that GRANTOR'S use of the Property shall comply with all environmental laws as that phrase is defined below.

For the purposes of this Agreement:

i. The term "hazardous materials" includes, without limitation, 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 this date.

ii. The term "environmental laws" includes, without limitation, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

7. **Public Access to the Property.** Nothing contained in this Agreement shall be construed as granting, permitting, or affording the public access to any portion of the Property. Nothing in this Agreement 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 Agreement.

8. **Interpretation and Construction.** To the extent that this Agreement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that meets the conservation purpose of this Agreement and supports agricultural, irrigation and recreational uses by GRANTOR. If

any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and 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.

9. **Baseline Documentation for Enforcement.** DISTRICT acknowledges by acquisition of the easement and other rights granted by this Agreement that the present agricultural, spray irrigation and composting uses of the Property are consistent with the conservation purpose of this Agreement. In order to establish the present condition of the Property's protected values, DISTRICT will prepare Baseline Documentation within one year of recordation of this Agreement, 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 Agreement. The parties agree that the Baseline Documentation provides collectively an accurate representation of the Property at the time of the execution of this Agreement. DISTRICT shall provide GRANTOR, free of charge, one complete copy of all of the Baseline Documentation promptly after it is prepared. GRANTOR and DISTRICT recognize that changes in economic conditions, in agricultural technologies, in locally accepted agricultural management practices, in natural resource management practices, and in the situation of GRANTOR may dictate an evolution of agricultural and natural resources management of the Property consistent with the conservation purpose of this Agreement.

10. **Remedies for Breach.**

A. ***DISTRICT'S Remedies.*** In the event of a violation or threatened violation of any term, condition, covenant, or restriction contained in this Agreement, DISTRICT may, following notice to GRANTOR, which notice shall contain a reasonable and specific cure period, 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. The notice shall be a general written notification of the condition claimed by the DISTRICT to be a violation that is either mailed or delivered by DISTRICT to GRANTOR. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to any natural conditions of the Property protected by this Agreement, DISTRICT may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. DISTRICT'S rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement, and GRANTOR agrees that DISTRICT'S remedies at law for any violation of the terms of this Agreement are inadequate and that DISTRICT shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief, including damages, to which DISTRICT may be entitled, including specific performance of the

terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

B. DISTRICT'S Discretion. Enforcement of the terms of this Agreement shall be at the discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by GRANTOR shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent breach of the same or any other term of this Agreement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT'S right to enforce any term, condition, covenant, or purpose of this Agreement in the future.

C. Liquidated Damages. Inasmuch as the actual damages which would result from the loss of the values associated with the conservation purpose of this Agreement and caused by its breach by GRANTOR are uncertain and would be impractical or extremely difficult to measure, the parties agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

(i) for an improvement prohibited by this Agreement, an amount equal to the product of (A) the market value of the improvement, (B) the length of time that the improvement exists on the Property, and (C) the then current interest rate for post judgment interest; and

(ii) for a change in use prohibited by this Agreement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the change in use; and

(iii) for a change in use prohibited by this Agreement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (A) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (B) the length of time that the prohibited use continues and (C) the then current interest rate for post judgment interest.

D. 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. In the event of such full and timely compliance, DISTRICT shall not be entitled to damages for the breach specified in the notice. In the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, in which GRANTOR prevails, then GRANTOR shall be entitled to economic damages; provided that neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

E. *Remedies Nonexclusive.* The remedies set forth in this paragraph 11 are not intended to displace any other remedy available to either party as provided by this Agreement, Civil Code sections 815 et seq. or any other applicable law.

11. **Acts Beyond GRANTOR'S Control.** Nothing contained in this Agreement 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, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the conservation purpose of this Agreement.

12. **Agreement to Bind Successors.** The conservation 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 but not limited to purchasers at tax sales, and assigns forever. The parties intend that this Agreement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California, including, *inter alia*, Civil Code sections 815-816.

13. **Subsequent Deeds and Leases.** GRANTOR agrees that a clear reference to this Agreement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed, that GRANTOR will attach a copy of this Agreement to any such instrument, and that GRANTOR will notify DISTRICT in writing ten (10) 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 Paragraph 15 of this Agreement.

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

To GRANTOR:

The City of Santa Rosa
100 Santa Rosa Avenue
Santa Rosa, CA 95402

To DISTRICT:

General Manager
Sonoma County Agricultural Preservation
and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401

or to such other address as either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed or, in the event there is no such date shown on the postmark, then the day following the date of mailing shown on DISTRICT'S written declaration of mailing, which writing shall have been executed by a DISTRICT officer or employee.

15. **Successors and Assigns.** The terms GRANTOR and DISTRICT wherever used herein, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its representatives, lessees, executors, successors, and assigns, including any person claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

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

17. **Estoppel Certificates.** DISTRICT shall, at any time during the existence of the Agreement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that the Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification) 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.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Agreement this 15TH day of NOVEMBER, 2001

GRANTOR:

By: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

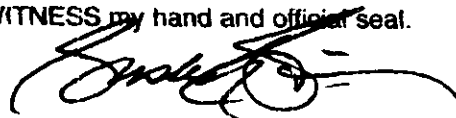
State of California

County of Sonoma

On November 15, 2001 before me, Sue Stoneman, Assistant City Clerk
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mike Martini, Mayor, City of Santa Rosa
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ 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.

WITNESS my hand and official seal.



Signature of Notary Public: ASST. CITY CLERK

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: _____

Document Date: _____ Number of Pages: _____

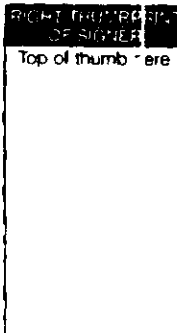
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

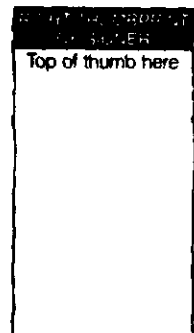
Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



GRANTEE:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

By: 

President of the Board of Directors

ATTEST:



EEVE T. LEWIS, County Clerk and
ex-officio Clerk of the Board of
Directors

PLEASE ATTACH ACKNOWLEDGMENTS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No 5907

State of California

County of Sanoma

On November 26, 2001 before me, Vikkie Borelli Notary Public

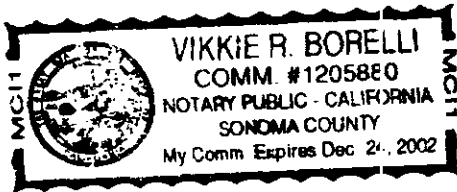
DATE

NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Jim Smith

NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ 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.



WITNESS my hand and official seal.

Vikkie R Borelli
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

 TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT


 SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

This is to certify that the interests in real property conveyed by the Conservation Easement Agreement dated November 15, 2001, from the City of Santa Rosa to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. 01-1173 of the Board of Directors, dated September 25, 2001 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation
and Open Space District

Dated: 11/26/01

By: 
Tim Smith, President
Board of Directors

ATTEST:

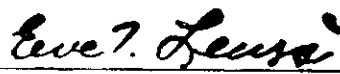

Eeve T. Lewis, County Clerk and
Ex-officio clerk of the Board of
Supervisors of the County of Sonoma,
State of California

EXHIBIT "A"

Description:

The land referred to herein is situated in the State of California, County of Sonoma, City of Santa Rosa, and is described as follows:

PARCEL ONE:

ALL THAT REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, FURTHER DESCRIBED AS BEING A PORTION OF THE RANCHO LLANO DE SANTA ROSA AND A PORTION OF THAT REAL PROPERTY DESCRIBED IN DEED RECORDED JANUARY 16, 1964 IN BOOK 2015 OF OFFICIAL RECORDS, PAGE 468, AS RECORDER'S SERIAL NO. H-72691, SONOMA COUNTY RECORDS AND PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE REAL PROPERTY DEEDED TO EDNA DRAPER AS DESCRIBED IN BOOK 2015 OF OFFICIAL RECORDS, PAGE 468 SONOMA COUNTY OFFICIAL RECORDS, SAID POINT BEING IN THE CENTER OF LLANO ROAD AND ALSO BEING SOUTHEAST CORNER OF THE LANDS OF A. LAGOMARSINO AS DESCRIBED IN DEED RECORDED IN BOOK 47, PAGE 88, SONOMA COUNTY OFFICIAL RECORDS; THENCE LEAVING THE CENTERLINE OF SAID LLANO ROAD AND ALONG THE COMMON BOUNDARY LINE OF THE LANDS OF DRAPPER AND LAGOMARSINO SOUTH 73° 09' WEST, 43.80 FEET TO THE PROPOSED WESTERLY RIGHT OF WAY LINE AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF REAL PROPERTY; THENCE CONTINUING ALONG SAID COMMON PROPERTY LINE, SOUTH 73° 09' WEST, 1878.50 FEET; THENCE SOUTH 16° 51' EAST, 452.00 FEET; THENCE NORTH 73° 09' EAST, 1970.10 FEET; THENCE CURVING TO THE LEFT WITH A RADIUS OF 25.00 FEET THROUGH AN ANGLE OF 117° 24' FOR A DISTANCE OF 51.23 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT OF WAY LINE OF LLANO ROAD; THENCE ALONG THE SAID PROPOSED RIGHT OF WAY LINE, NORTH 44° 15' WEST, 115.49 FEET; THENCE NORTH 27° 49' WEST, 318.78 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF REAL PROPERTY.

EXCEPTING THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE NORTHEASTERN LINE OF THAT PARCEL OF LAND CONVEYED TO SONOMA COUNTY WATER AGENCY BY DEED RECORDED JANUARY 28, 1978 IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 3346 OF OFFICIAL RECORDS, PAGE 659, SAID RECORDER'S SERIAL NO. S-77117.

PARCEL TWO:

AN EASEMENT FOR GENERAL ROAD AND UTILITIES PURPOSES OVER THAT PORTION OF THAT 60 FOOT WIDE STRIP OF LAND (WITH TURNOUTS) LYING BETWEEN PARCELS ONE AND TWO DESCRIBED IN THAT DEED OF TRUST RECORDED DECEMBER 7, 1965 IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 2174 OF OFFICIAL RECORDS, AT PAGE 80, UNDER SAID RECORDER'S SERIAL NO. J-74046, WHICH LIES NORTHEASTERLY OF THE NORTHEASTERN LINE OF SAID SONOMA COUNTY WATER AGENCY PARCEL. (3346 OR 659, SN S-77117).

PARCEL THREE:

BEING A PORTION OF RANCHO LLANO DE SANTA ROSA, AND BEGINNING AT A POINT IN THE CENTER OF THE ROAD THAT LEADS SOUTHERLY FROM THE MAIN SANTA ROSA, AND SEBASTOPOL ROAD AT THE LLANO DISTRICT SCHOOL HOUSE, AND WHICH POINT IS SOUTH 27° 30' EAST 52.65 CHAINS DISTANT FROM THE SOUTHEAST CORNER OF SAID SCHOOL HOUSE LOT; THENCE SOUTH 73° 15' WEST 17.43 CHAINS, AN OAK THREE FEET IN DIAMETER MARKED "B.T." TWO LINKS TO RIGHT AT 76.92 CHAINS, AN ASH TREE MARKED "L.T." IS ON THE LINE 110.80 CHAINS TO STAKE ON THE SOUTHWEST BOUNDARY LINE OF RANCHO LLANO DE SANTA ROSA, WHICH STAKE IS SOUTH 84° EAST 18 LINKS DISTANT FROM A STAKE MARKING THE WESTERLY END OF COURSE NUMBER 25 OF SURVEY OF SAID RANCHO LINE, WHICH LATTER STAKE IS MARKED 56.10 AND FROM WHICH BEARS A LEANING OAK TWO FEET IN DIAMETER

MARKED "B.T." SOUTH 75° WEST 293 LINKS DISTANT AND AN OAK TWO AND ONE-HALF (2-1/2) FEET IN DIAMETER MARKED "B.T." BEARS; SOUTH 53-1/4° EAST 253 LINKS DISTANT; THENCE NORTH 84° WEST 0.19 CHAINS TO THE LANDS OF W. L. WALKER; THENCE NORTH 6° 15' WEST ALONG SAID WALKERS LAND 5.38 CHAINS; THENCE WEST 468 CHAINS TO THE SAID SOUTHWEST BOUNDARY OF RANCHO LLANO DE SANTA ROSA; THENCE ALONG THE SAID BOUNDARY NORTH 43° 30' WEST 262 CHAINS TO THE NORTH END OF COURSE NUMBER TWENTY-FOUR (24) THENCE NORTH 19° WEST 8.00 CHAINS TO A STAKE FROM WHICH BEARS AN OAK TEN (10) INCHES IN DIAMETER SOUTH 42° WEST FORTH-ONE (41) LINKS DISTANT; THENCE NORTH 9.60 CHAINS TO A STAKE FROM WHICH BEARS A WHITE OAK TEN (10) INCHES IN DIAMETER SOUTH 13° 30' EAST TWENTY-NINE (29) MINUTES DISTANT AND A WHITE OAK EIGHT (8) INCHES IN DIAMETER SOUTH 61° EAST TWENTY-ONE (21) LINKS DISTANT; THENCE NORTH 0° 30' EAST 9.20 CHAINS; THENCE NORTH 23° 30' WEST 4.26 CHAINS TO A STAKE IN THE CENTER OF SANTA ROSA AND SEBASTOPOL COUNTY ROAD, AND IN THE BED OF LAGUNA DE SANTA ROSA FROM WHICH STAKE BEAR AN OAK TEN (10) INCHES IN DIAMETER MARKED "B.T." SOUTH 18-1/4° WEST EIGHTY-ONE (81) LINKS DISTANT AND AN OAK TEN (10) INCHES IN DIAMETER MARKED "B.T." BEARS SOUTH 0° 30' WEST NINETY-ONE (91) LINKS DISTANT, THENCE LEAVING THE RANCH LINE AND THE LAGUNA NORTH 65° 30' EAST ALONG THE CENTER OF THE ROAD 96.44 CHAINS; THENCE NORTH 45° 30' EAST 1.38 CHAINS; THENCE SOUTH 38° 45' EAST 2.11 CHAINS; THENCE NORTH 55° 30' EAST 3.61 CHAINS TO THE CENTER OF THE FIRST ABOVE MENTIONED ROAD; THENCE SOUTH 27° 30' EAST 52.65 CHAINS ALONG THE CENTER OF THE ROAD TO THE POINT OF BEGINNING AND CONTAINING FOUR HUNDRED AND NINETY-NINE (499) ACRES OF LAND, BEARING TRUE. MAGNETIC VARIATION 17° 30' EAST.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SONOMA COUNTY WATER AGENCY BY DEED RECORDED APRIL 20, 1976 IN BOOK 3070 AT PAGE 572 DOCUMENT NO. R-23000, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THOSE MINERAL RIGHTS AS RESERVED IN THAT FINAL ORDER OF CONDEMNATION SUPERIOR COURT OF THE STATE OF CALIFORNIA, SONOMA COURT CASE NO. 93962, RECORDED ON JUNE 16, 1978 IN BOOK 3413 O.R. PAGE 93 DOCUMENT NO. T-12719, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR PUBLIC HIGHWAY BY DEED RECORDED MARCH 22, 1994 INSTRUMENT NO. 1994-0038170, SONOMA COUNTY RECORDS.

Description:

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

PARCEL ONE:

BEING IN THE RANCHO LLANO DE SANTA ROSA, IN TOWNSHIP 6 NORTH, RANGE 8 WEST, MOUNT DIABLO BASE & MERIDIAN, AND A PART OF THAT CERTAIN 375.93 ACRE TRACT OF LAND CONVEYED TO FRANK P. DOYLE BY DEED DATED MAY 11, 1898 AND RECORDED IN BOOK 178 OF DEEDS, PAGE 479, SONOMA COUNTY RECORDS, AND BEGINNING AT THE SOUTHEASTERLY CORNER OF THE SAID 375.93 ACRE TRACT AT A POINT IN THE CENTER LINE OF THE COUNTY ROAD RUNNING SOUTHERLY FROM THE LLANO SCHOOL HOUSE, SOUTH 44° 22' EAST, 406.5 FEET FROM AN IRON PIPE MONUMENT DRIVEN AT THE INTERSECTION OF THE CENTER LINE OF THE SAID COUNTY ROAD AND THE CENTERLINE OF A 60 FOOT COUNTY ROAD RUNNING EASTERLY THROUGH "THE OAKS SUBDIVISION", AS THE SAID 60 FOOT ROAD IS SHOWN ON THE MAP OF THE SAID SUBDIVISION ON FILE IN LIBER 11 OF MAPS, PAGE 2, SONOMA COUNTY RECORDS; THENCE FROM THE POINT OF BEGINNING, SOUTH 64° 31' WEST ALONG THE SOUTHERLY LINE OF THE SAID 375.93 ACRE TRACT, 1022.1 FEET TO A STAKE; THENCE NORTH 44° 22' WEST, 450.0 FEET TO A STAKE; THENCE NORTH 64° 31' EAST 1022.1 FEET TO A POINT IN THE CENTER LINE OF THE AFORESAID COUNTY ROAD; THENCE SOUTH 44° 22' EAST, 450.0 FEET TO THE POINT OF BEGINNING.

A.P. NO. 060-060-007

PARCEL TWO:

COMMENCING AT A POINT IN THE PUBLIC ROAD RUNNING FROM THE WALKER SCHOOL HOUSE TOWARDS PETALUMA AND WHERE THE SAME MAKES A SHARP TURN TO THE SOUTH; THENCE SOUTH 0° 50' WEST 7.80 CHAINS TO THE MIDDLE OF SAID PUBLIC ROAD, TO THE NORTHEAST CORNER OF LANDS OF W.H. ROGERS; THENCE NORTH 86° 15' WEST 35.96 CHAINS ALONG THE NORTH LINE OF LANDS OF SAID ROGERS; THENCE NORTH 2° 10' EAST 5.74 CHAINS ALONG THE EAST LINE OF LANDS OF WM. JONES AND TO HIS NORTHEAST CORNER; THENCE NORTH 87° WEST 46.34 CHAINS ALONG THE NORTH LINE OF LANDS OF SAID WM. JONES TO HIS NORTHWEST CORNER; THENCE SOUTH 0° 30' EAST 14.24 CHAINS ALONG THE WEST LINE OF SAID WM. JONES; THENCE SOUTH 83° 30' WEST 33.20 CHAINS TO THE MIDDLE OF THE LAGUNA DE SANTA ROSA; THENCE FOLLOWING THE MEANDERINGS OF THE SAID LAGUNA NORTH 48° 45' WEST 13.48 CHAINS, NORTH 26° 15' WEST 3 CHAINS, NORTH 27° 45' EAST 10 CHAINS TO WHERE A STAKE USED TO STAND IN THE LAGUNA, THE SAME BEING THE SOUTHEAST CORNER OF SECTION ONE IN TOWNSHIP 6 NORTH OF RANGE 9 WEST M.D.M.; THENCE LEAVING THE LAGUNA SOUTH 87° 15' EAST 0.89 CHAINS TO AN OAK TREE ON THE BANK; THENCE NORTH 43° 15' EAST 2 CHAINS; THENCE NORTH 3° 30' WEST 18 CHAINS ALONG THE EAST LINE OF LANDS FORMERLY OWNED BY CHARLES SOLOMON; THENCE NORTH 33° 30' WEST 2.40 CHAINS; THENCE NORTH 64° 30' EAST 74.15 CHAINS TO THE MIDDLE OF THE PUBLIC ROAD ABOVE MENTIONED; THENCE SOUTH 43° 15' EAST 9.53 CHAINS IN THE MIDDLE OF SAID ROAD; THENCE CONTINUING IN THE MIDDLE OF THE SAME SOUTH 44° EAST 71.63 CHAINS TO THE PLACE OF BEGINNING, MORE OR LESS, COURSES TRUE; ALL BEING A PART OF THE RANCHO LLANO DE SANTA ROSA AND BOUNDED NORTH BY LANDS OF FRANK P. DOYLE, EAST BY SAID PUBLIC ROAD, SOUTH BY LANDS OF ROGERS AND JONES AND WEST BY SAID LAGUNA AND LANDS FORMERLY BELONGING TO CHAS. SOLOMON.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SONOMA COUNTY WATER AGENCY BY DEED RECORDED APRIL 20, 1976 IN BOOK 3070 AT PAGE 572 DOCUMENT NO. R-23000, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THOSE MINERAL RIGHTS AS RESERVED IN THAT FINAL ORDER OF CONDEMNATION. SUPERIOR COURT OF THE STATE OF CALIFORNIA, SONOMA COUNTY, CASE NO. 93791 RECORDED ON JUNE 12, 1978 IN BOOK 3409, OFFICIAL RECORDS, PAGE 622, DOCUMENT NO. T-10883, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FROM THE CITY OF SANTA ROSA TO ANNABEL LAGOMARSINO BY DEED RECORDED JANUARY 21, 1980 DOCUMENT NO. 80-034109, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED AUGUST 12, 1980 AND RECORDED FEBRUARY 20, 1981 UNDER DOCUMENT NO. 81-009128, SONOMA COUNTY RECORDS.

A.P. NO. 060-060-051 AND 060-060-052

Description:

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

TRACT ONE:

PARCEL ONE:

A PORTION OF RANCHO LLANO DE SANTA ROSA, IN TOWNSHIP 7 NORTH, RANGE 9 WEST, M.D.M. AND ALSO BEING A PORTION OF THE 87.98 ACRE TRACT OF LAND DEEDED BY JOHN C. PARKERSON TO HENRY EDGERTON ON FEBRUARY 10, 1883 AND RECORDED IN BOOK 84 OF DEEDS, PAGE 199, SONOMA COUNTY RECORDS.

BEGINNING AT THE NORTHWEST CORNER OF SAID LAND WHICH IS ALSO THE NORTHEAST CORNER OF LOT 1, AS DESCRIBED IN A PLAT IN THE MATTER OF THE ESTATE OF G. CARRILLO, DECEASED, FEBRUARY 24, 1877; THENCE SOUTH ALONG THE LAND OF BIRDIE MILLER, 37.87 CHAINS TO THE LAND OF KELLEY; THENCE EAST ALONG LAND OF KELLEY, 10.55 CHAINS TO A REDWOOD STAKE; THENCE NORTH 37.90 CHAINS TO AN IRON PIN DRIVEN IN THE GROUND ON THE NORTH LINE OF THE RANCHO LLANO DE SANTA ROSA; THENCE SOUTH 89° 49' WEST, ALONG THE SAID GRANT LINE, 10.56 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED IN THE DEED FROM ADOLPH STEPHEN BIGGIO, ET AL, TO SONOMA COUNTY WATER AGENCY, DATED MAY 27, 1975 AND RECORDED JULY 16, 1975, IN BOOK 2978 OF OFFICIAL RECORDS, PAGE 544, SONOMA COUNTY RECORDS.

A.P. NO. 060-010-028

A.P. NO. 060-010-027 (PORTION)

PARCEL TWO:

LOT 3, AS SHOWN UPON PARCEL MAP NO. 4870, RECORDED JULY 29, 1975, IN BOOK 225 OF MAPS, PAGE 10, SONOMA COUNTY RECORDS.

A.P. NO. 060-010-032

PARCEL THREE:

BEGINNING AT A STAKE ON THE NORTH LINE OF THE PUBLIC ROAD LEADING FROM SEBASTOPOL TO SANTA ROSA, AT A POINT WHICH IS THE SOUTHWEST CORNER OF THE LANDS OF J.W. KELLEY AND RUNNING THENCE NORTH, ALONG THE WESTERN LINE OF SAID KELLEY'S LANDS, 15.09 CHAINS TO A REDWOOD STAKE; THENCE WEST, 3.16 CHAINS TO A REDWOOD STAKE MARKED "X"; THENCE SOUTH 16.55 CHAINS TO A REDWOOD STAKE IN THE NORTH LINE OF THE ABOVE MENTIONED PUBLIC ROAD; THENCE NORTH 66° EAST, 3.48 CHAINS TO THE PLACE OF BEGINNING. MAGNETIC VARIATION 17-3/4 INCH EAST.

A.P. NO. 060-010-005

PARCEL FOUR:

LOT 1, AS SHOWN UPON PARCEL MAP NO. 4870, RECORDED JULY 24, 1975, IN BOOK 225 OF MAPS, PAGE 10, SONOMA COUNTY RECORDS.

A.P. NO. 060-010-030

PARCEL FIVE:

BEGINNING AT AN IRON PIPE WHICH BEARS NORTH 89° 05' WEST, 7.15 CHAINS FROM THE NORTHWEST CORNER OF THE J.W. KELLY RANCH SUBDIVISION, AS SHOWN ON MAP OF SAME, RECORDED AT SANTA ROSA, CALIFORNIA; THENCE NORTH 0° 35' EAST, 19.65 CHAINS TO THE SOUTH LINE OF THE OLD SANTA ROSA OCCIDENTAL PUBLIC ROAD, AT AN IRON PIPE; THENCE ALONG SAID SOUTH LINE OF ROAD, NORTH 89° WEST, 10.21 CHAINS; THENCE SOUTH 0° 32' WEST, 19.60 CHAINS, MORE OR LESS, TO THE GRANT LINE; THENCE SOUTH 89° 05' EAST, 4.70 CHAINS TO AN IRON PIN; THENCE CONTINUING IN SAID SAME DIRECTION, 5.52 CHAINS TO THE POINT OF BEGINNING.

BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 9 WEST, M.D.M.

EXCEPTING THEREFROM THE FIVE ACRES, MORE OR LESS, CONVEYED TO ANTOINE HECKING AND MARY HECKING, HIS WIFE, BY DEED DATED OCTOBER 21, 1937 AND RECORDED DECEMBER 21, 1937, IN BOOK 445 OF OFFICIAL RECORDS, PAGE 127.

ALSO EXCEPTING THEREFROM THREE ACRES, CONVEYED TO AL FASSIO, BY DEED DATED DECEMBER 12, 1938 AND RECORDED DECEMBER 16, 1938, IN BOOK 468 OF OFFICIAL RECORDS, PAGE 4, SONOMA COUNTY RECORDS.

A.P. NO. 060-010-027

TRACT TWO:
PARCEL ONE:

THE WEST 1/2 OF THE THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 8 WEST, MOUNT DIABLO BASE AND MERIDIAN.

ALSO

THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT A POINT 12 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL CORNER OF SECTION 25, IN TOWNSHIP 7 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN AND RUNNING THENCE SOUTH 19.57 CHAINS TO THE LINE OF RANCHO LLANO DE SANTA ROSA; THENCE EAST ALONG SAID LINE, 20.34 CHAINS; THENCE NORTH 19.57 CHAINS; THENCE WEST, 20.34 CHAINS TO THE PLACE OF BEGINNING.

A.P. NO. 060-020-001

PARCEL TWO:

BEGINNING AT THE NORTHWEST CORNER OF THE MAP ENTITLED "SUBDIVISION OF THE KELLY RANCH, BEING PART OF RANCHO LLANO DE SANTA ROSA", ETC., FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA ON FEBRUARY 8, 1911, IN BOOK 21 OF MAPS, PAGE 20; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID KELLY SUBDIVISION SOUTH 89° 05' EAST 3.09 CHAINS TO THE SOUTHWEST CORNER OF THE P. TREMBLY LANDS; THENCE ALONG THE WEST LINE OF SAID TREMBLY LANDS NORTH 0° 30' EAST, 19.64 CHAINS TO THE SOUTH LINE OF THE OLD SANTA ROSA-OCCIDENTAL PUBLIC ROAD; THENCE ALONG SAID LINE OF ROAD NORTH 89° WEST, 10.22 CHAINS TO AN IRON PIPE; THENCE SOUTH 0° 35' WEST, 19.65 CHAINS TO AN IRON PIPE; THENCE SOUTH 89° 05' EAST, 7.15 CHAINS TO THE

POINT OF BEGINNING. BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT CERTAIN 100 FOOT BY 160 FOOT TRACT OF LAND CONVEYED BY WILLIAM L. HEPWORTH AND WIFE, TO JOHNNY C. BINGHAM AND WIFE, DATED JANUARY 9, 1953 AND RECORDED JANUARY 22, 1953, IN BOOK 1183 OF OFFICIAL RECORDS, PAGE 328, SERIAL NO. D-86080, SONOMA COUNTY RECORDS.

A.P. NO. 060-020-081 (PORTION)

PARCEL THREE:

BEING A PORTION OF THE RANCHO LLANO DE SANTA ROSA IN TOWNSHIP 7 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN AND ALSO BEING A PORTION OF THE 87.98 ACRE TRACT DEEDED BY JOHN C. PARKERSON TO HENRY EDGERTON ON FEBRUARY 10, 1883 AND RECORDED IN BOOK OF DEEDS 84, ON PAGE 199 OF THE SONOMA COUNTY RECORDS AND BEGINNING AT AN IRON PIN DRIVEN IN THE GROUND ON THE GRANT LINE WHICH PIN IS NORTH 89° 49' EAST, 10.56 CHAINS FROM THE NORTHWEST CORNER OF THE SAID 87.98 ACRE TRACT; THENCE SOUTH 37.90 CHAINS; THENCE EAST ALONG THE LAND OF KELLEY 12.75 CHAINS; THENCE NORTH ALONG WEST LINE OF THE LANDS OF THE SAID KELLEY 37.94 CHAINS TO THE GRANT LINE FROM WHICH A WHITE OAK MARKED WITH 3 NOTCHES BEARS SOUTH 3° EAST; THENCE SOUTH 89° 49' WEST, 12.63 CHAINS TO THE POINT OF BEGINNING. BEARINGS TRUE.

A.P. NO. 060-020-083

A.P. NO. 060-020-081 (PORTION)

A.P. NO. 060-020-082 (PORTION)

PARCEL FOUR:

A RIGHT OF WAY 20 FEET IN WIDTH THE CENTERLINE OF THE SAME IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE RANCHO LLANO DE SANTA ROSA, NORTH 89° 49' EAST, 372 FEET FROM THE NORTHWEST CORNER OF PARCEL THREE DESCRIBED ABOVE; THENCE NORTH 19.57 CHAINS, MORE OR LESS, TO THE COUNTY ROAD, SAID RIGHT OF WAY BEING 10 FEET ON EACH SIDE OF THE LINE DESCRIBED.

PARCEL FIVE:

LOTS NOS. 30, 31, 32, 33 AND 34, AS DELINEATED AND SO DESIGNATED UPON THE MAP ENTITLED "SUBDIVISION OF THE KELLY RANCH, BEING A PART OF RANCHO LLANO DE SANTA ROSA," ETC., FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, ON FEBRUARY 8, 1911, IN BOOK 21 OF MAPS, PAGE 20.

EXCEPTING THAT PORTION DESCRIBED IN THE DEED FROM WILLIAM L. HEPWORTH AND WIFE, TO SEBASTOPOL GRANGE NUMBER 306, A NON-PROFIT CALIFORNIA CORPORATION, DATED NOVEMBER 19, 1948 AND RECORDED NOVEMBER 26, 1948, IN BOOK 845 OF OFFICIAL RECORDS, PAGE 477, SERIAL NO. C-79826, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THAT PORTION CONVEYED BY WILLIAM L. HEPWORTH, ET UX, TO FRED L. ESSELINK, ET UX, BY CORRECTORY DEED, DATED MAY 16, 1952 AND RECORDED MAY 29, 1952, IN BOOK 1131 OF OFFICIAL RECORDS, PAGE 433, SERIAL NO. D-68298, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THAT PORTION CONVEYED BY WILLIAM L. HEPWORTH AND WIFE, TO ROBERT M. IRWIN AND WIFE, BY DEED DATED JULY 1, 1952 AND RECORDED SEPTEMBER 24,

1952, IN BOOK 1159 OF OFFICIAL RECORDS, PAGE 491, SONOMA COUNTY RECORDS, SERIAL NO. D-77566, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THAT CERTAIN 4.09 ACRE TRACT CONVEYED TO DONALD DOWD AND WIFE, BY DEED DATED FEBRUARY 10, 1954 AND RECORDED FEBRUARY 24, 1954, IN BOOK 1258 OF OFFICIAL RECORDS, PAGE 54, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM WILLIAM L. HEPWORTH AND WIFE, TO SEBASTOPOL GRANGE NUMBER 306, DATED NOVEMBER 19, 1948 AND RECORDED NOVEMBER 26, 1948, IN BOOK 845, OF OFFICIAL RECORDS, PAGE 477, SERIAL NO. C-79825, SONOMA COUNTY RECORDS AND RUNNING THENCE SOUTH 65° 30' WEST, 50 FEET; THENCE SOUTH 1° 50' EAST, 477.10 FEET TO THE CENTERLINE OF THE STATE HIGHWAY LEADING FROM SANTA ROSA TO SEBASTOPOL; THENCE ALONG SAID LINE NORTH 65° 30' EAST, 50 FEET TO THE SOUTHWEST CORNER OF THE SAID LAND OF THE SEBASTOPOL GRANGE NO. 306; THENCE ALONG THE WEST LINE THEREOF NORTH 1° 50' WEST, 477.10 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THAT PORTION CONVEYED TO WEEKS DRILLING AND PUMP COMPANY, INC., A CORPORATION, BY DEED RECORDED NOVEMBER 13, 1959, IN BOOK 1712 OF OFFICIAL RECORDS, PAGE 564, SONOMA COUNTY RECORDS.

A.P. NO. 060-020-082 (PORTION)

PARCEL SIX:

BEGINNING AT A POINT IN THE CENTER OF THE HIGHWAY LEADING FROM SEBASTOPOL TO SANTA ROSA, WHERE SAID HIGHWAY INTERSECTS A FORTY FOOT RIGHT OF WAY ADJACENT TO LOTS NUMBERS 30, 31, 32 AND 33, AS NUMBERED AND DESIGNATED UPON THE MAP ENTITLED "SUBDIVISION OF THE KELLY RANCH, BEING PART OF RANCHO LLANO DE SANTA ROSA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON FEBRUARY 8, 1911, IN BOOK 21 OF MAPS, PAGE 20; THENCE ALONG THE CENTER OF SAID HIGHWAY, NORTH 65° 30' EAST, 17.72 CHAINS; THENCE LEAVING SAID HIGHWAY AND BEARING NORTH 27.30 CHAINS; THENCE WEST 16.6 CHAINS TO THE CENTER OF SAID FORTY FOOT RIGHT OF WAY; THENCE ALONG THE CENTER OF SAID RIGHT OF WAY SOUTH 34.66 CHAINS TO THE POINT OF BEGINNING.

EXCEPTING THAT PORTION DESCRIBED IN THE DEED FROM WILLIAM L. HEPWORTH AND WIFE, TO SEBASTOPOL GRANGE NUMBER 306, A NON-PROFIT CALIFORNIA CORPORATION, DATED NOVEMBER 19, 1948 AND RECORDED NOVEMBER 26, 1948, IN BOOK 845 OF OFFICIAL RECORDS, PAGE 477, SERIAL NO. C-79825, SONOMA COUNTY RECORDS.

A.P. NO. 060-020-084 (PORTION)

A.P. NO. 060-020-085 (PORTION)

A.P. NO. 060-020-086 (PORTION)

PARCEL SEVEN:

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF THE RANCHO LLANO DE SANTA ROSA, SAID POINT BEARS WEST, 27.04 CHAINS FROM THE INTERSECTION OF THE GOVERNMENT LINE BETWEEN RANGES 8 AND 9 WITH SAID NORTH BOUNDARY LINE OF SAID RANCHO LLANO DE SANTA ROSA; THENCE WEST 16.16 CHAINS ALONG SAID BOUNDARY LINE OF SAID RANCHO LLANO DE SANTA ROSA; THENCE SOUTH 37.14 CHAINS; THENCE EAST 16.16 CHAINS; THENCE NORTH 37.14 CHAINS TO THE POINT OF BEGINNING.

A.P. NO. 060-020-085 (PORTION)

A.P. NO. 060-020-084 (PORTION)
A.P. NO. 060-020-086 (PORTION)

Description:

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

PARCEL ONE:

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND SITUATE IN TOWNSHIP 7 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 26, AND THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 26.

EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTH OF THE SOUTHERN LINE OF THE "NEW OCCIDENTAL ROAD" AS DESCRIBED IN DEED RECORDED JUNE 6, 1963, IN BOOK 1965 OF OFFICIAL RECORDS, PAGE 657, UNDER RECORDER'S SERIAL NO. H-41127, UNDER RECORDER'S SERIAL NO. H-41127, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SONOMA BY DEED RECORDED JUNE 6, 1963, IN BOOK 1965 OF OFFICIAL RECORDS PAGE 657, UNDER RECORDER'S SERIAL NO. H-41127, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED SEPTEMBER 14, 1965, IN BOOK 2155 OF OFFICIAL RECORDS, PAGE 472, UNDER RECORDER'S SERIAL NO. J-61645, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO SONOMA COUNTY WATER AGENCY, BY DEED RECORDED MAY 19, 1976, IN BOOK 2959 OF OFFICIAL RECORDS, PAGE 669, UNDER RECORDER'S SERIAL NO. P-58655, SONOMA COUNTY RECORDS.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS AS RESERVED IN THAT DEED FROM LESTER C. STONE AND ARIEL STONE TO SONOMA COUNTY WATER AGENCY, RECORDED MAY 19, 1976, IN BOOK 2959 OF OFFICIAL RECORDS, PAGE 669, UNDER RECORDER'S SERIAL NO. P-58655, SONOMA COUNTY RECORDS.

PARCEL THREE:

ALL RIGHTS AS RESERVED IN SAID DEED TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED SEPTEMBER 14, 1965, IN BOOK 2155 OF OFFICIAL RECORDS, PAGE 472, UNDER RECORDER'S SERIAL NO. J-61645, SONOMA COUNTY RECORDS.

EXHIBIT "B"

CONSERVATION EASEMENT FLOOD PLAIN PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Agreement within the Flood Plain, provided that they are undertaken in accordance with the terms and provisions of this Agreement and in a manner consistent with the conservation purpose of this Agreement, and further provided that they are undertaken in compliance with all applicable laws and regulations and that all applicable governmental approvals and permits are properly obtained and followed. The exercise of any of the following permitted uses and practices shall be at the sole discretion of the Grantor:

- 1. Disposal of Treated Wastewater:** To use the Flood Plain for disposal of treated wastewater through irrigation, direct discharge, ponds, wetlands, aquifer injection and similar disposal methods. No disposal shall occur within the drip line of oak trees.
- 2. Agricultural Uses:** To engage in agricultural uses of the Flood Plain. Agricultural uses of the Flood Plain shall be limited to the following:
 - (a) breeding, raising, pasturing, and grazing livestock of every nature and description, provided, however, that animal feed lots and similar high-intensity uses shall not be permitted;
 - (b) breeding and raising poultry and other fowl;
 - (c) planting, raising, and harvesting of agricultural, aquacultural, and horticultural crops of every nature and description.

No agricultural use shall be undertaken within any riparian corridor designated on the Site Maps attached as Exhibit "F" to this Agreement (hereinafter "Designated Riparian Corridor"). No agricultural use shall be undertaken within any natural area

designated on the Site Maps attached as Exhibit "F" to this Agreement (hereinafter "Designated Natural Area").

- 3. Recreational Uses:** To utilize the Flood Plain for public hiking trails; to utilize the Flood Plain for other low-intensity recreational or educational purposes, provided that no significant surface alteration or other development of the land shall occur in connection with such other recreational or educational use, except as permitted under Paragraph 4 hereof. Recreational and educational uses may include, without limitation, hiking, horseback riding, and nature study.

- 4. Construction of Structures and Other Improvements:** Grantor may undertake construction, reconstruction, or other improvement in the Flood Plain only as follows:

- a. Construction of New Structures and Other Improvements.**
Additional improvements, including, but not limited to roads, parking areas, outdoor storage areas, pump houses, storage structures, service yards, barns, greenhouses and other improvements necessary for and accessory and subordinate to the irrigation, agricultural and recreational uses of the Flood Plain shall be permitted, provided that such no such improvement shall be located within any Designated Riparian Corridor or within any Designated Natural Area, and further provided that such improvements do not, in the aggregate, result in coverage by building, paving or other improved surface, including, but not limited to graded dirt, rock, gravel, shale, concrete or similar surfaces, of more than three percent (3%) of the surface of the Flood Plain, inclusive of all then existing improvements of any kind. No improvement, other than roads and parking areas, shall be located within 200 feet of a designated scenic highway or road way or in the area located between Highway 12 and the Joe Rodota Trail. No above ground improvement shall exceed twenty-five (25) feet in height, except as otherwise approved by the District in accordance with Paragraph 5 of the Deed and Agreement. All improvements shall be designed and sited, after consultation with District, to minimize visual impacts and to protect the open space, scenic and biotic values of the Flood Plain. All improvements shall be screened by landscaping or natural features. Additional fencing and corrals deemed by Grantor to be reasonably necessary to ranching and

agricultural activities may be constructed without limit, provided that such fencing and corrals do not create a solid visual barrier that substantially impairs the openness of the Property. Public hiking trails shall not be subject to the limitations of this Paragraph 4 and shall not be included in the calculation of coverage under this Paragraph 4.

- b. **Replacement of Improvements.** In the event of destruction, deterioration or obsolescence of any improvement, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement, Grantor may, after consultation with District, replace same with ones of similar size, function, and capacity, provided, however, that such replacement does not significantly increase the visual impact of the improvement, result in construction or improvements within any Designated Riparian Corridor, within any Designated Natural Area, or within 200 feet of any designated scenic highway or roadway, or result in coverage in building, pavement or other improved surface, including, but not limited to graded dirt, rock, gravel, shale, concrete or similar surfaces, of more than three percent (3%) of the surface of the Flood Plain, inclusive of all then existing improvements of any kind.
- c. **Maintenance and Repair of Improvements.** Grantor may maintain, repair, and remodel structures and improvements in the Flood Plain provided, however, that such maintenance, repair, and remodel does not significantly increase the visual impact of any structure, or result in construction or improvement within any Designated Riparian Corridor, within any Designated Natural Area, or within 200 feet of any designated scenic highway or roadway, or result in coverage in building, pavement or other improved surface, including, but not limited to graded dirt, rock, gravel, shale, concrete or similar surfaces, of more than three percent (3%) of the surface of the Flood Plain, inclusive of all then existing improvements of any kind.

5. Water Resources: To construct and maintain underground pipes and conduits for the transportation of water; to construct and maintain underground pipes and conduits for the transportation of wastewater; and to develop additional water storage facilities

such as freshwater and wastewater reservoirs, provided that if such facilities include above-ground improvements, including, but not limited to roads, parking areas, outdoor storage areas, pump houses, storage structures, and service yards, such improvements shall be subject to the limitations on structures and improvements set forth in Paragraph 4 of this Exhibit.

- 6. Wastewater Reservoirs:** To construct reclaimed water reservoirs or ponds necessary to Grantor's reclaimed water reuse program, provided that no reservoir shall be constructed wholly or partially within any Designated Riparian Corridor or any Designated Natural Area, and further provided that all reservoirs shall be designed and sited to protect, to the greatest extent feasible, the open space, scenic and biotic values of the Property. Reservoirs shall not be subject to the surface coverage limitations of Paragraph 4 hereof, provided, however, that any above-ground improvements, including, but not limited to roads, parking areas, outdoor storage areas, pump houses, storage structures, and service yards, such improvements shall be subject to the limitations on structures and improvements set forth in Paragraph 4 of this Exhibit.
- 7. Easements:** To continue use of existing easements of record granted prior to this Agreement. To grant new easements for underground utilities with minimal necessary above-ground appurtenances, provided, however, that construction of above-ground appurtenances shall be subject to the limitations set forth in Paragraph 4 of this Exhibit. To modify existing easements and grant new easements for above-ground utilities where they are necessary to service Grantor's needs on the Property or on City-owned properties in the surrounding area or where they will remove and significantly lessen the impact of existing easements of record on the protected values set forth in the conservation purpose of this Agreement. New easements for above-ground utilities shall be designed and sited to protect, to the greatest extent feasible, the open-space scenic and biotic values of the Properties, shall be limited to local service facilities and shall not include high voltage transmission towers or similar large-scale facilities. Construction of new above-ground utilities shall be subject to the limitations set forth in Paragraph 4 of this Exhibit.
- 8. Restoration and Enhancement:** To undertake conservation and restoration of the Laguna de Santa Rosa and its tributary drainages, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of plant and wildlife

habitat, removal of invasive, non-native plant species which threaten or impede the growth of native plant species, and other activities which promote biodiversity in accordance with sound, generally accepted practices and all applicable laws and regulations.

- 9. Signs:** To construct, place, or erect directional and informational signs on the Flood Plain reasonably necessary for the identification of the Property; to advertise its sale or lease or the sale of its products; and to provide directional or educational information; for temporary filming or public art purposes, provided that the size of any such sign shall individually not exceed sixty (60) square feet. Signs are not subject to the 200 foot setback from roads set forth in Paragraph 4 of this Exhibit .

EXHIBIT "C"

CONSERVATION EASEMENT FLOOD PLAIN PROHIBITED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Agreement and shall be prohibited upon or within the Flood Plain:

- 1. Subdivision:** To divide, subdivide, or de facto subdivide the Property, by subdivision, deed, patent, application for certificate of compliance, or lot line adjustment or other means, provided, however, that a lease of a portion of the Property for irrigation, agricultural or recreational use shall not be prohibited by this Paragraph.
- 2. Residential Development:** To construct or establish any new residential use within the Flood Plain.
- 3. Commercial or Industrial Use:** To establish any nonagricultural commercial or industrial activity or use within the Flood Plain, except as except as permitted by Paragraph 3 of Exhibit "B".
- 4. Agricultural Use:** To engage in any agricultural use of the Flood Plain except as provided in Paragraph 2 of Exhibit "B".
- 5. Construction:** To construct, reconstruct, alter or replace any structure or improvement in the Flood Plain except as provided in Paragraph 4 of Exhibit "B".
- 6. Motorized Vehicles:** Any use of motorized vehicles off roadways or paved pathways is prohibited except when necessary for emergency, agricultural, ranching or property management purposes.
- 7. Dumping:** To dump or accumulate trash, ashes, garbage, waste, inoperative vehicles or other unsightly or offensive material on the Property, provided, however, that

agricultural products and by-products; and biosolids may be placed, stored, or used on the land, so long as such placement, storage, or use is consistent with law.

- 8. Storage of Equipment and Materials:** To store work materials such as pipes, culverts, fencing, heavy equipment and the like, within 200 feet of any public roadway or pathway, except while related work is in progress, and except as may be authorized by Paragraph 4 of Exhibit "B".
- 9. Surface Alteration or Excavation:** To significantly alter the topography of the land, including, but not limited to, the excavation or significant removal of soil, sand, gravel, rock, or sod, except as unavoidably necessary in connection with permitted irrigation, agricultural, recreational or restoration uses of the Flood Plain or as otherwise approved by the District pursuant to Paragraph 5 of the Deed and Agreement.
- 10. Mining:** To explore, develop, or extract minerals or hydrocarbons by any mining method, surface or otherwise.
- 11. Tree Removal:** To remove or destroy any native trees, including but not limited to oak, willow, buckeye and other native species, within any Designated Riparian Corridor or Designated Natural Area, except as reasonably necessary to control insects and diseases or to prevent personal injury or property damage; to remove or destroy any oak trees within the Flood Plain outside of Designated Riparian Corridor or Designated Natural Area, except as reasonably necessary to control insects and diseases or to prevent personal injury or property damage, or as unavoidably necessary for permitted irrigation, agriculture or recreation uses of the Flood Plain. Any oak trees removed for permitted irrigation, agriculture or recreation uses shall be replaced with trees of the same species within the Flood Plain at a ratio of ten (10) trees for each tree removed. Replacement trees may be acorns, seedlings, saplings, or container grown stock and shall be placed and maintained within the Flood Plain in a manner so as to best ensure their survival.
- 12. Signs:** To construct, place, or erect any sign or billboard except as provided in Paragraph 8 of Exhibit "B".

EXHIBIT "D"

CONSERVATION EASEMENT UPL AND AREA PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Agreement within the Upland Area, provided that they are undertaken in accordance with the terms and provisions of this Agreement and in a manner consistent with the conservation purpose of this Agreement, and further provided that they are undertaken in compliance with all applicable laws and regulations and that all applicable governmental approvals and permits are properly obtained and followed:

- 1. Disposal of Treated Wastewater:** To use the Upland Area for disposal of treated wastewater through irrigation, direct discharge, ponds, wetlands, aquifer injection and similar disposal methods. No disposal shall occur within the drip line of oak trees.
- 2. Agricultural Uses:** To engage in agricultural uses of the Upland Area. Agricultural uses of the Upland Area shall be limited to the following:
 - (a) breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber, provided, however, that animal feed lots and similar high-intensity uses shall not be permitted;
 - (b) breeding and raising poultry and other fowl;
 - (c) planting, raising, and harvesting of agricultural, aquacultural, and horticultural crops of every nature and description;
 - (d) planting, raising and harvesting of forestry crops of every nature and description, provided that no forestry crops shall be planted within 200 feet of any public roadway or in a manner that would substantially impair the openness of the Property.

No agricultural use shall be undertaken within any riparian corridor designated on the Site Maps attached as Exhibit "F" to this Agreement (hereinafter "Designated Riparian Corridor"). No agricultural use shall be undertaken within any natural area designated on the Site Maps attached as Exhibit "F" to this Agreement (hereinafter "Designated Natural Area").

- 3. Recreational Uses:** To utilize the Upland Area for public hiking trails; to utilize the Upland Area for other recreational and educational purposes, subject to the limitations of Paragraph 5 hereof, provided, however, that, notwithstanding the provisions of Paragraph 5 hereof, pedestrian, equestrian and small vehicle bridges not exceeding eight (8) feet in width may be constructed within the Riparian Corridor of Duer Creek as necessary for recreation or educational uses, provided that such bridges are constructed in a manner to minimize environmental and visual impacts to the greatest extent feasible. Recreational and educational uses may include hiking, horseback riding, nature study, unlit sports fields, golf courses, and uses of similar intensity.
- 4. Municipal Facilities:** To construct, use and operate municipal facilities of any type or nature, whether operated by the Grantor or its employees, agents or independent contractors, subject to the limitations of Paragraph 5 hereof.
- 5. Construction of Structures and Other Improvements:** Grantor may undertake construction, reconstruction, or other improvement in the Upland Area only as follows:

 - a. **Construction of New Primary Residences.** One new primary single family dwelling, for use as a residence for a caretaker or property manager, may be constructed on each of the following Farms where one does not currently exist: Alpha Farm, Brown Farm, and Kelly Farm. No single family dwelling shall exceed 25 feet in height or 3000 square feet in size or be located within any Designated Riparian Corridor or within any Designated Natural Area. No single family dwelling shall result in coverage by building, paving or other improved surface, including, but not limited to graded dirt, rock, gravel, shale, concrete or similar surfaces, of more than five percent (5%) of the surface of the Upland Area, inclusive of all then existing improvements of any kind.

No single family dwelling, other than associated roads and parking areas, shall be located within 200 feet of a designated scenic highway or road way or in the area located between Highway 12 and the Joe Rodota Trail.

- b. **Construction of Other Improvements.** Additional improvements, including, but not limited to roads, parking areas, outdoor storage areas, municipal facilities, recreational facilities, offices, warehouses, pump houses, storage structures, service yards, barns, greenhouses, and other improvements necessary for and accessory and subordinate to the irrigation, agricultural, recreational and municipal uses of the Upland Area shall be permitted, provided that such no such improvement shall be located within any Designated Riparian Corridor or within any Designated Natural Area, and further provided that such improvements do not, in the aggregate, result in coverage by building, paving or other improved surface, including, but not limited to graded dirt, rock, gravel, shale, concrete or similar surfaces, of more than five percent (5%) of the surface of the Upland Area, inclusive of all then existing improvements of any kind. No improvement, other than roads and parking areas, shall be located within 200 feet of a designated scenic highway or road way or in the area located between Highway 12 and the Joe Rodota Trail. No above-ground improvement shall exceed 35 feet in height, exclusive of antennae and ventilation structures, except as otherwise approved by the District in accordance with paragraph 5 of the Deed and Agreement. All improvements shall be designed and sited, after consultation with District, to minimize visual impacts and to protect the open space, scenic and biotic values of the Upland Area. All improvements shall be screened by landscaping or natural features. Additional fencing and corrals deemed by Grantor to be reasonably necessary to ranching and agricultural activities may be constructed without limit, provided that such fencing and corrals do not create a solid visual barrier that substantially impairs the openness of the Property. Public hiking trails shall not be subject to the limitations of this Paragraph 5 and shall not be included in the calculation of coverage under this Paragraph 5.

- c. **Replacement of Improvements.** In the event of destruction,

deterioration or obsolescence of any improvement conforming to the requirements of this Agreement, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement, Grantor may, after consultation with District, replace same with ones of similar size, function, capacity and location, provided, however, that such replacement does not significantly increase the visual impact of the improvement, result in construction or improvements within any Designated Riparian Corridor, within any Designated Natural Area, or within 200 feet of any designated scenic highway or roadway, or result in coverage in building, pavement or other improved surface including, but not limited to graded dirt, rock, gravel, shale, concrete or similar surfaces, of more than five percent (5%) of the surface of the Upland Area, inclusive of all then existing improvements of any kind.

- d. **Maintenance and Repair of Improvements.** Grantor may maintain, repair, and remodel improvements in the Upland Area provided, however, that such maintenance, repair, and remodel does not significantly increase the visual impact of any improvement, or result in construction or improvement within any Designated Riparian Corridor, within any Designated Natural Area, or within 200 feet of any designated scenic highway or roadway, or result in coverage in building, pavement or other improved surface including, but not limited to graded dirt, rock, gravel, shale, concrete or similar surfaces, of more than five percent (5%) of the surface of the Upland Area, inclusive of all then existing improvements of any kind.

6. Water Resources: To lay or construct underground pipes and conduits for the transportation of water; to lay or construct underground pipes and conduits for the transportation of wastewater; and to develop additional water storage facilities such as freshwater and wastewater reservoirs, provided that if such facilities include above-ground improvements, including but not limited to roads, parking areas, outdoor storage areas, pump houses, storage structures, service yards and similar improvements, such improvements shall be subject to the limitations on structures and improvements set forth in Paragraph 5 of this Exhibit.

7. Wastewater Reservoirs: To construct wastewater reservoirs necessary to Grantor's

wastewater discharge obligations, provided that no reservoirs shall be constructed wholly or partially within any Designated Riparian Corridor or Designated Natural Area, and further provided that all reservoirs shall be designed and sited to protect, to the greatest extent feasible, the open space, scenic and biotic values of the Property. Reservoirs shall not be subject to the surface coverage limitations of Paragraph 5 of the Exhibit, provided however, that any above ground improvements associated with such reservoirs, including but not limited to roads, parking areas, outdoor storage areas, pump houses, storage structures, service yards, and similar improvements, shall be subject to the limitations set forth in Paragraph 5 of this Exhibit.

8. Easements: To continue use of existing easements of record granted prior to this Agreement. To grant new easements for underground utilities with minimal necessary above-ground appurtenances, provided, however, that construction of above-ground appurtenances shall be subject to the limitations set forth in Paragraph 5 of this Exhibit. To modify existing easements and to grant new easements where they are necessary to service Grantor's needs on the Property or on City-owned properties in the surrounding area or where they will remove and significantly lessen the impact of existing easements of record on the protected values set forth in the conservation purpose of this Agreement. New easements for above-ground utilities shall be designed and sited to protect, to the greatest extent feasible, the open space, scenic and biotic values of the Property, shall be limited to local service facilities and shall not include high voltage transmission towers or similar large scale facilities. Construction of new above-ground utilities shall be subject to the limitations set forth in Paragraph 5 of this Exhibit.

9. Restoration and Enhancement: To undertake conservation and restoration of the Laguna de Santa Rosa and its tributary drainages, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of plant and wildlife habitat, removal of invasive, non-native plant species which threaten or impede the growth of native plant species, and other activities which promote biodiversity in accordance with sound, generally accepted practices and all applicable laws and regulations.

10. Signs: To construct, place, or erect directional and informational signs on the Upland Area reasonably necessary for the identification of the Property; to advertise

Conservation Easement
City of Santa Rosa
September, 2001

its sale or lease or the sale of its products, and to provide directional or educational information, provided that the size of any such sign shall individually not exceed sixty (60) square feet. Signs are not subject to the 200 foot setback from roads set forth in Paragraph 5 of this Exhibit.

EXHIBIT "E"

CONSERVATION EASEMENT UPLAND AREA PROHIBITED USES AND PRACTICES

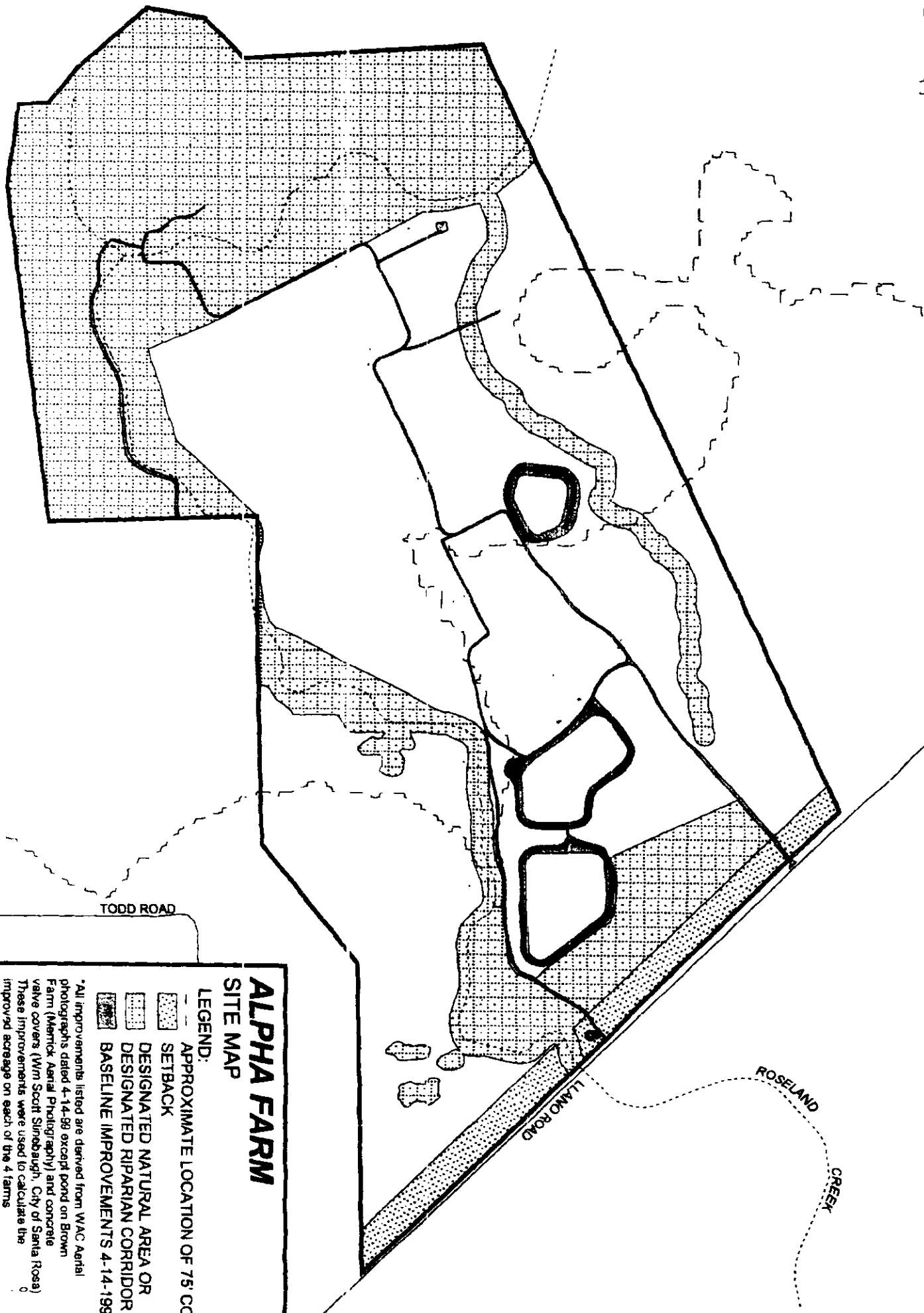
The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Agreement and shall be prohibited upon or within the Upland Area:

- 1. Subdivision:** To divide, subdivide, or de facto subdivide the Property, by subdivision, deed, patent, application for certificate of compliance, or lot line adjustment or other means, provided, however, that a lease of a portion of the Property for agricultural use shall not be prohibited by this Paragraph.
- 2. Residential Development:** To construct or establish any new residential use within the Upland Area, except as permitted by Paragraph 5 of Exhibit "D".
- 3. Commercial or Industrial Use:** To establish any nonagricultural commercial or industrial activity or use within the Upland Area, except as permitted by Paragraphs 3 and 4 of Exhibit "D".
- 4. Agricultural Use:** To engage in any agricultural use of the Upland Area except as provided in Paragraph 2 of Exhibit "D".
- 5. Construction:** To construct, reconstruct, alter or replace any structure or improvement in the Upland Area except as provided in Paragraph 5 of Exhibit "D".
- 6. Motorized Vehicles:** Any use of motorized vehicles off roadways or paved pathways is prohibited except when necessary in connection with permitted uses, as set forth in Exhibit "D".
- 7. Dumping:** To dump or accumulate trash, ashes, garbage, waste, inoperative vehicles or other unsightly or offensive material on the Property, provided, however, that agricultural products and by-products and biosolids may be placed, stored or used on

the land, so long as such placement, storage or use is consistent with law.

- 8. Storage of Equipment and Materials:** To store work materials, such as pipes, culverts, fencing, heavy equipment and the like, within 200 feet of any public roadway or pathway except while related work is in progress, and except as may be authorized by Paragraph 5 of Exhibit "D".
- 9. Surface Alteration or Excavation:** To significantly alter the topography of the land, including, but not limited to, the excavation or significant removal of soil, sand, gravel, rock, or sod, except as unavoidably necessary in connection with permitted uses of the Upland Area and except as permitted in Paragraph 5 of Exhibit "D".
- 10. Mining:** To explore, develop, or extract minerals or hydrocarbons by any mining method, surface or otherwise.
- 11. Tree Removal:** To remove or destroy any native trees, including but not limited to oak, willow, buckeye and other native species, within any Designated Riparian Corridor or Designated Natural Area, except as reasonably necessary to control insects and diseases or to prevent personal injury or property damage, or as unavoidably necessary for permitted recreational or educational uses of the Upland Area; to remove or destroy any oak trees larger than five (5) inches in diameter at breast height within the Upland Area outside of Designated Riparian Corridor or Designated Natural Area, except as reasonably necessary to control insects and diseases or to prevent personal injury or property damage, or as unavoidably necessary for permitted uses of the Upland Area. Any oak trees removed for any permitted use within the Upland Area shall be replaced with trees of the same species within the Upland Area at a ratio of ten (10) trees for each tree removed. Replacement trees may be acorns, seedlings, saplings, or container grown stock and shall be placed and maintained within the Upland Area in a manner so as to best ensure their survival.
- 12. Signs:** To construct, place, or erect any sign or billboard except as provided in Paragraph 10 of Exhibit "D".

A VERSION OF THIS MAP WITH AN AERIAL PHOTOGRAPH CAN BE FOUND ON FILE WITH THE CITY OF SANTA ROSA & THE SONOMA COUNTY AGRICULTURE PRESERVATION & OPEN SPACE DISTRICT



ALPHA FARM

SITE MAP

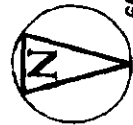
- LEGEND:
- APPROXIMATE LOCATION OF 75' CONTOUR
 - [Stippled Box] SETBACK
 - [Thick Outline Box] DESIGNATED NATURAL AREA OR DESIGNATED RIPARIAN CORRIDOR
 - [Cross-hatched Box] BASELINE IMPROVEMENTS 4-14-1999*

*All improvements listed are derived from WAC Aerial photographs dated 4-14-89 except pond on Brown Farm (Merrick Aerial Photography) and concrete valve covers (Wm Scott Shindbough, City of Santa Rosa). These improvements were used to calculate the improved acreage on each of the 4 farms.

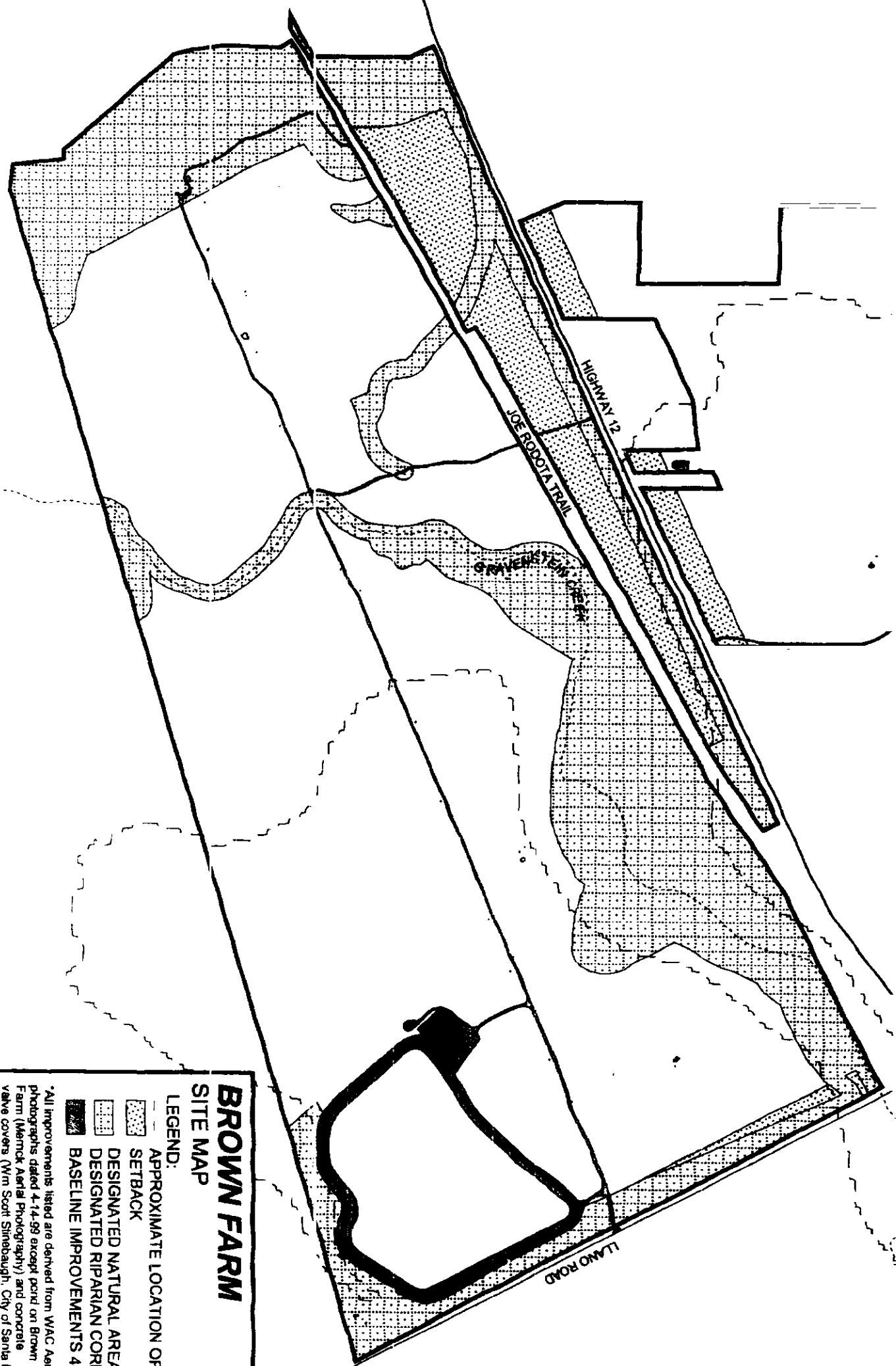
THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT IS NOT INTENDED TO BE A DEFINITIVE PROPERTY DESCRIPTION.

SOURCE: USGS DOQQ 38122673, 38122674 & WAC CORP. 4-14-1999

USGS 10 METER DEM USED TO GENERATE 75' CONTOUR AREAS ABOVE THE 75' CONTOUR ARE DESIGNATED AS "THE UPLAND AREA". AREAS BELOW THE 75' CONTOUR ARE DESIGNATED AS "TODD PLAIN".



A VERSION OF THIS MAP WITH AN AERIAL PHOTOGRAPH CAN BE FOUND ON FILE WITH THE CITY OF SANTA ROSA & THE SONOMA COUNTY AGRICULTURE PRESERVATION & OPEN SPACE DISTRICT



BROWN FARM

SITE MAP

LEGEND:

- APPROXIMATE LOCATION OF 75' CONTOUR
- SETBACK
- DESIGNATED NATURAL AREA OR DESIGNATED RIPARIAN CORRIDOR
- BASELINE IMPROVEMENTS 4-14-1999*

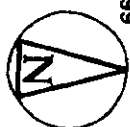
*All improvements listed are derived from WAC Aerial photographs dated 4-14-99 except point on Brown Farm (Merrick Aerial Photography) and concrete valve covers (Wm Scott Stinebaugh, City of Santa Rosa). These improvements were used to calculate the improved acreage on each of the 4 farms.

THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY. IT IS NOT INTENDED TO BE A DEFINITIVE PROPERTY DESCRIPTION.

SOURCE: USGS DOQ 38122673, 38122674 & WAC CORP. 4-14-1999

USGS 10 METER DEM USED TO GENERATE 75' CONTOUR

AREAS ABOVE THE 75' CONTOUR ARE DESIGNATED AS "THE UPLAND AREA" AREAS BELOW THE 75' CONTOUR ARE DESIGNATED AS "FLOOD PLAIN"



Scale in feet

750

EXHIBIT "F"

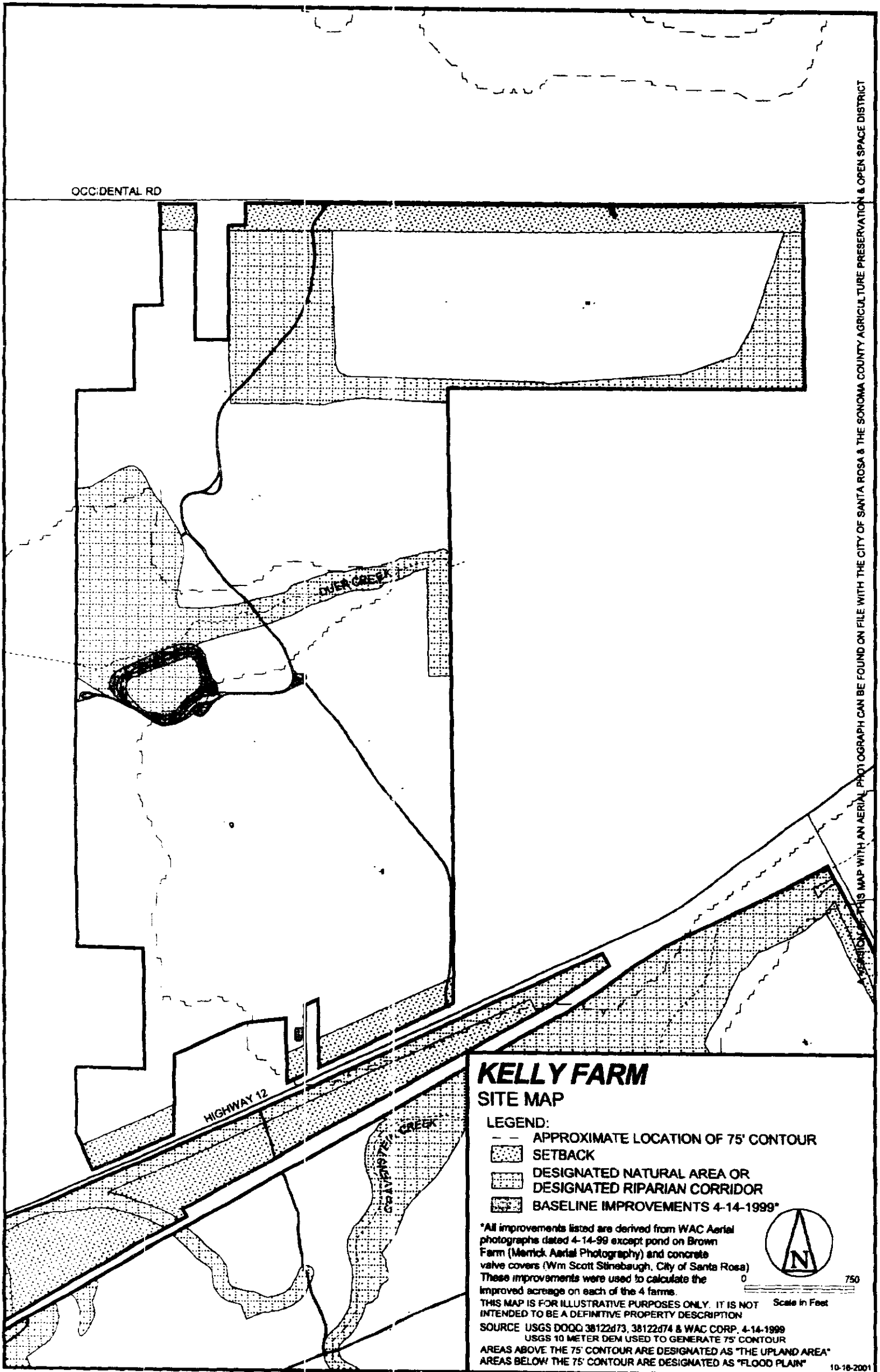


EXHIBIT "F"

