



SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION  
COMMISSIONERS

Mike Sangiacomo  
Todd Mendoza  
Patrick Emery

Brian Ling  
Jorge Inocencio  
Jeff Owen

**UPDATED REGULAR MEETING AGENDA**

June 5, 2025 | 5:00 p.m.

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MEMBERS OF THE PUBLIC MAY PARTICIPATE VIA ZOOM OR IN PERSON

The June 5, 2025 Fiscal Oversight Commission Meeting will be conducted in person at Ag + Open Space's office located at 747 Mendocino Avenue, Santa Rosa, CA. The public may also participate virtually through Zoom.

Members of the public can watch or listen to the meeting using one of the two following methods:

1. JOIN THE ZOOM MEETING

On your computer, tablet or smartphone by clicking

<https://sonomacounty.zoom.us/j/91884250504?pwd=wLbRUHkw8JwFotjqwdk4c53tdSuAbd.1> password: 753158

If you have a Zoom account, click Join Meeting by number: 918 8425 0504 password: 753158

2. ATTEND IN PERSON:

Members of the public may attend in person at Ag + Open Space's office at 747 Mendocino Avenue, Santa Rosa, CA in the large conference room.

**Public Comment During the Meeting:** You may email public comment to [AOS-adminaide@sonoma-county.org](mailto:AOS-adminaide@sonoma-county.org). All emailed public comments will be forwarded to all Commissioners. Please include your name and the relevant agenda item number to which your comment refers. Public Comment may be made live during the Zoom meeting or live, in person, in the Ag + Open Space large conference room. Available time for comments is determined by the Commissioner Chair based on agenda scheduling demands and total number of speakers.

**Disability Accommodation:** If you have a disability which requires an accommodation or an alternative format to assist you in observing and submitting comments at this meeting, please contact Sara Ortiz by phone at (707) 565-7360 or by email to [AOS-adminaide@sonoma-county.org](mailto:AOS-adminaide@sonoma-county.org). by 12 p.m. Wednesday, June 4, 2025 to ensure arrangements for accommodation.

1. **Call to Order**
2. **Agenda Items to be Held or Taken Out of Order; Off- Agenda Items**
3. **General Announcements Not Requiring Deliberation or Decision**
4. **Public Comment**  
The Brown Act requires that time be set aside for public comment on items not agendized.
5. **Correspondence/Communications**
6. **General Manager's Report**  
Misti Arias | General Manager
7. **Approval of Commission Minutes Attachment 1**
8. **Financial Report Attachment 2**  
Julie Mefferd | Administrative + Fiscal Manager
9. **Helen Putnam Matching Grant Attachment 3**  
Stephanie Tavares | Senior Acquisition Specialist
10. **Ad Hoc Committee Reports**  
Annual Report/Audit Report Review (Owen, Sangiacomo)  
Appraisal (Owen, Mendoza)  
Matching Grant Program Evaluation (Inocencio, Emery)  
Ag + Open Space Endowment (Ling, Sangiacomo)
11. **Projects in Negotiation Attachment 4**  
Jennifer Kuszmar | Acquisition Manager
12. **Suggested Next Meeting**  
July 11, 2025
13. **Adjournment**

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**AGENDAS AND MATERIALS:** Agendas and most supporting materials are available on Ag + Open Space's website at [sonomaopenspace.org](http://sonomaopenspace.org). Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted will be made available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 747 Mendocino Avenue, Santa Rosa, CA.

**SUPPLEMENTAL MATERIALS:** Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet will be made available for public inspection at the Ag + Open Space office at 747 Mendocino Avenue, Santa Rosa, CA during normal business hours. You may also email [AOS-adminaide@sonoma-county.org](mailto:AOS-adminaide@sonoma-county.org) for materials.

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SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION

COMMISSIONERS

Mike Sangiacomo  
Todd Mendoza  
Brian Ling

Patrick Emery  
Jorge Inocencio  
Jeff Owen

PROPOSED MINUTES

April 3, 2025 | 5:00 p.m.

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**COMMISSIONERS PRESENT:** Mike Sangiacomo, Todd Mendoza, Brian Ling, Patrick Emery, Jorge Inocencio, Jeff Owen

**STAFF PRESENT:** Misti Arias, General Manager; Lisa Pheatt, County Counsel; Julie Mefferd, Administrative and Fiscal Manager; Jennifer Kuszmar, Acquisition Manager; Stephanie Tavares, Senior Acquisition Specialist; Olivia Fiori, Acquisition Specialist; Michelle Nozzari, Administrative Aide

**1. Call to Order**

Commissioner Mendoza called the meeting to order at 5:00 p.m.

**2. Agenda Items to be Held or Taken Out of Order; Off- Agenda Items**

No comment

**3. General Announcements Not Requiring Deliberation or Decision**

No announcements

**4. Public Comment**

No comment

**5. Correspondence/Communications**

No Correspondence

**6. General Manager's Report**

Upcoming Board Items included Budget Workshop, Monte Rio Redwood Expansion, Community Spaces Updates, As Needed Baseline Documentation and Environmental Services Agreements, and Helen Putnam Matching Grant. New Appraisal Guidelines are well received among appraisers.

**7. Approval of Commission Minutes Attachment 1**

On a motion from Commissioner Owen and a second by Commissioner Emery the minutes from the March 6, 2025 meeting were approved.

**8. Financial Report Attachment 2**

Julie Mefferd presented the Financial Report for March 6 ,2025.

**9. Community Spaces Matching Grant Program Update Attachment 3**

Amy Ricard, Community Resources Manager and Pamela Swan, Grants Coordinator presented the Community Spaces Match Grant Program Update, noting areas of improvement in the evaluation process.

**10. Ad Hoc Committee Reports**

No report outs.

**11. Projects in Negotiation Attachment 4**

Jennifer Kuszmar introduced the projects negotiation and noted that new projects on the spreadsheet have a plus sign.

**12. Closed Session Conference with Real Property Negotiators (Government Code Section 54956.8)**

The Commission entered into Closed Session at 6:25 pm.

On a motion by Commissioner Sangiacomo and second by Commissioner Emery the Commission adopted Resolution No. 2025-002 Haroutunian North Fee Sale.

**13. Closed Session Conference with Real Property Negotiators (Government Code Section 54956.8)**

On a motion by Commissioner Emery and second by Commissioner Inocencio the Commission adopted Resolution No. 2025-001 Monte Rio Redwoods Expansion.

**14. Reconvene to Open Session and Report out of Closed Session**

Meeting was reconvened at 7:26pm.

**15. Suggested Next Meeting**

May 1, 2025

**16. Adjournment**

The meeting was adjourned at 7:27pm.



Sonoma County Agricultural Preservation and Open Space District  
Consolidated Balance Sheet - District and OSSTA Funds  
April 30, 2025

**Assets**

|                               |              |
|-------------------------------|--------------|
| Cash and Investments          | \$95,057,471 |
| Accounts Receivable           | 44,910       |
| Other Current Assets          | 0            |
| Intergovernmental Receivables | 2,986        |

|                     |                            |
|---------------------|----------------------------|
| <b>Total Assets</b> | <u><u>\$95,105,367</u></u> |
|---------------------|----------------------------|

**Liabilities and Fund Balance**

|                           |       |
|---------------------------|-------|
| Current Payables          | \$280 |
| Other Current Liabilities | 1,235 |
| Due to Other Governments  | 4     |
| Deferred Revenue          | 2,986 |
| Long-Term Liabilities     | 0     |

|                          |              |
|--------------------------|--------------|
| <b>Total Liabilities</b> | <u>4,505</u> |
|--------------------------|--------------|

**Fund Balance**

|                                  |            |
|----------------------------------|------------|
| Nonspendable                     | 32,562     |
| Restricted - District Activities | 95,068,301 |
| Total Fund Balance               | 95,100,863 |

|   |                            |
|---|----------------------------|
| <b>Total Liabilities and Fund Balance</b> | <u><u>\$95,105,367</u></u> |
|---|----------------------------|

\*\*\*\*\*

**Cash by Fund**

|                            |              |
|----------------------------|--------------|
| OSSTA - Measure F          | \$68,812,995 |
| Open Space District        | 1,121,445    |
| Stewardship Reserve*       | 7,500,000    |
| Cooley Reserve             | 169,852      |
| Operations and Maintenance | 17,453,179   |

|                           |                     |
|---------------------------|---------------------|
| <b>Total Cash by Fund</b> | <u>\$95,057,471</u> |
|---------------------------|---------------------|

\*On July 1, 2015 the County of Sonoma Measure F Sales Tax Refunding Bonds, Series 2015 were issued. The transaction provided a savings of \$13.6 million, in part by following the Commission's recommendation of paying down \$30 million in principal, as well as obtaining a lower interest rate. The Commission recommended using the \$10 million in the Stewardship Reserve Fund as part of the \$30 million paydown. Additionally, the Commission directed use of the \$7.5 million annual savings resulting from the shortened term to fund the Stewardship Reserve beginning in the fiscal year 2024-2025. FOC Minute Order #13 dated May 14, 2015 reflects this direction.

Sonoma County Agricultural Preservation and Open Space District  
Consolidated District and OSSTA Budget to Actual  
For the Ten months ended April 30, 2025  
82% of Year Complete

|                            | Budget<br>Final       | Actual<br>Year to Date | Encumbrances<br>Year to Date | Remaining<br>Balance  | % of Budget<br>Remaining |
|----------------------------|-----------------------|------------------------|------------------------------|-----------------------|--------------------------|
| <b>Revenues</b>            |                       |                        |                              |                       |                          |
| Tax Revenue *              | \$32,390,873          | \$21,124,549           |                              | \$11,266,324          | 34.78%                   |
| Intergovernmental          | 21,371,253            | 230,356                |                              | 21,140,897            | 98.92%                   |
| Use of Money & Prop        | 245,000               | 2,602,178              |                              | (2,357,178)           | -962.11%                 |
| Miscellaneous Revenues     | 5,430,000             | 66,169                 |                              | 5,363,831             |                          |
| Other Financing Sources    | 4,361,237             | 106,362                |                              | 4,254,875             | 97.56%                   |
| <b>Total Revenues</b>      | <b>63,798,363</b>     | <b>24,129,614</b>      |                              | <b>39,668,749</b>     | <b>62.18%</b>            |
| <b>Expenditures</b>        |                       |                        |                              |                       |                          |
| Salaries and Benefits      | 7,578,212             | 5,562,679              | \$0                          | 2,015,533             | 26.60%                   |
| Services and Supplies      | 15,676,574            | 3,269,080              | 9,467,740                    | 2,939,755             | 18.75%                   |
| Other Charges              | 23,320,085            | 9,290                  | 215,599                      | 23,095,196            | 99.04%                   |
| Capital Expenditures**     | 45,893,352            | 11,334,664             | 93,352                       | 34,465,336            | 75.10%                   |
| Other Financing Uses       | 462,031               |                        |                              | 462,031               | 100.00%                  |
| <b>Total Expenditures</b>  | <b>92,930,254</b>     | <b>20,175,713</b>      | <b>9,776,690</b>             | <b>62,977,851</b>     | <b>67.77%</b>            |
| <b>Net Earnings (Cost)</b> | <b>(\$29,131,891)</b> | <b>3,953,901</b>       | <b>(\$9,776,690)</b>         | <b>(\$23,309,102)</b> |                          |
| Beginning fund balance     |                       | 91,146,961             |                              |                       |                          |
| <b>Ending Fund Balance</b> |                       | <b>\$95,100,863</b>    |                              |                       |                          |

Note: Sales tax collected as of April, 2024 was \$21,701,296. Current collections are 2.66% below the prior year. There continue to be collection and timing issues with CDTFA.

(California Department of Tax and Fee Administration)

\*\*Capital expenditure breakdown

|                                      |                      |
|--------------------------------------|----------------------|
| Keiser Park Exp 2                    | \$ 652,729           |
| Russian River Redwoods               | 6,184,810            |
| SE SR Greenway - MGP/CS              | 1,002,643            |
| Camp Meeker Forest OSP               | 2,233,070            |
| River Lane MGP/CS                    | 36,296               |
| Mark West Area Community Park MGP/CS | 1,173,723            |
|                                      | <u>\$ 11,283,271</u> |

**Background/Project Overview**

The Sonoma County Agricultural Preservation and Open Space District (“Ag + Open Space”) is proposing to execute a \$1,450,000 Matching Grant Agreement with Earth Island Institute, acting as fiscal sponsor for the community group known as the Kelly Creek Protection Project, for development of a 47.78-acre park and connector trail adjacent to Helen Putnam Regional Park in Petaluma, which will be protected in perpetuity and made available for public recreational access via a conservation easement and recreation conservation covenant enforceable by Ag + Open Space (the “Project”).

In the 2018 Community Spaces Matching Grant Program (“CSMGP”) cycle, the Board accepted a grant application for \$1 million from Earth Island Institute intended to fund the purchase of approximately 47 acres of the Scott Ranch property (the “Property”) for transfer to Sonoma County Regional Parks as an expansion to Helen Putnam Regional Park. In the 2022 MGP grant cycle, the Board accepted an additional CSMGP grant application for \$450,000 for habitat restoration and park and trail development on the Property. These applications are now combined into one park development grant due to the successful completion of the acquisition phase of the Project without Ag + Open Space funds.

Purchase of the Property, completed in August 2024, was enabled by an agreement between the former owner and developer, Davidon Homes, and the current owner, Earth Island Institute. The City’s approval of the Scott Ranch development, including the park development, is conditioned upon the eventual transfer of the property to Sonoma County Regional Parks. Approximately 25.73 acres of the Property is dedicated to habitat protection under a US Fish and Wildlife Service conservation easement (USFWS Easement), as mitigation for the Scott Ranch development. As the conservation values of this area will already be protected in perpetuity by the U.S. Fish and Wildlife Service conservation easement, an Ag + Open Space conservation easement protecting the same land would not offer any additional public benefit. Thus, the Ag + Open Space Easement, Recreation Covenant, and associated matching grant funds will apply to benefit only to the 22.05-acre remainder portion of the Property.

Ag + Open Space’s grant will contribute \$1,450,000.00 towards habitat restoration, a 0.7mile trail connecting the Property to Helen Putnam Regional Park, and development of related park features, including parking lots, a bathroom, side trails, and related utilities. Consistent with established Ag + Open Space policy, Ag + Open Space’s funds will not be used for work on the 25.73 acres subject to the USFWS Easement or to satisfy any mitigation requirements. The \$1,450,000.00 in matching funds to be provided by Earth Island Institute will cover costs associated with restoration of the entire 47.78-acre parcel and additional park development on the portion of the Property eligible for Ag + Open Space’s investments.

**Conservation Easement and Recreation Covenant**

Ag + Open Space will receive, as a requirement of the Matching Grant Agreement, a conservation

easement and recreation conservation covenant protecting the 22.05 acres of the Property not encumbered by the USFWS Easement (the “Ag + Open Space CE Area”). Ag + Open Space’s conservation easement will protect the natural resource, scenic, and recreational and educational resources in the Ag + Open Space CE Area in perpetuity. Together, the USFWS Easement and Ag + Open Space’s conservation easement will protect the entire 47.78-acre Property in perpetuity, consistent with the original intentions of the 2018 and 2022 CSMGP applications.

To facilitate good title to Ag + Open Space’s conservation easement, a deed restriction that was placed upon the Property by the City of Petaluma as a condition of the development project approval will be terminated and released by the City prior to recordation of Ag + Open Space’s conservation easement.

The recreation covenant will ensure that the Ag + Open Space CE Area remains open to the public in perpetuity.

### **Project Match and Timeframe**

As required under the Matching Grant Program Guidelines, the Matching Grant Agreement obliges the grantee to provide a match of \$1,450,000, which will be used for trail and park development in the Ag + Open Space CE Area and habitat restoration in both the U.S. Fish and Wildlife Service easement area and the Ag + Open Space CE Area. No more than \$725,000 (50% of the total Matching Funds) may be spent on property operations and maintenance costs and no more than \$362,500 (25% of the total Matching Funds) may be spent on project management expenses.

All grant and match funds must be expended no later than December 13, 2027, and the park must be opened to the public within 3 years of recordation of the Recreation Covenant.

### **Vital Lands Initiative**

Conserving this Property meets multiple objectives described in the Vital Lands Initiative as follows:

- Community Identity: Protect open lands that surround and differentiate the county’s urban areas and contribute to the unique scenic character of the County
- Healthy Communities: Protect open space and publicly accessible lands in and near cities and communities and connect people with protected lands.
- Water: Protect natural lands and aquatic habitats that support sustainable aquatic ecosystems and water resources, and
- Wildlands: Protect natural lands and terrestrial habitats that support plants, wildlife, and biodiversity.

### **Conformance with Adopted Plans**

#### **Ag + Open Space Expenditure Plan**

The grant is consistent with Ag + Open Space’s Expenditure Plan, specifically regarding other open

space projects, including urban open space and recreation projects within and near incorporated areas and other urbanized areas of the county.

#### City of Petaluma General Plan

On February 27, 2023, the City of Petaluma's City Council determined that the Helen Putnam Expansion Project was consistent with the City's General Plan. Petaluma's 2025 General Plan explicitly recognizes the unique character of Scott Ranch and calls for preserving it for park and open space purposes.

#### **2018 and 2022 Matching Grant Program Budgets**

On November 13, 2018, the Board of Directors accepted five projects totaling \$3,504,596 into the 2018 Matching Grant Program. On December 13, 2022, the Board of Directors accepted two projects totaling \$1,950,000 into the 2022 Matching Grant Program. The \$450,000 in funding for this Project is anticipated in the total and together with the 2018 grant above is budgeted for the fiscal year 2024-25 in the amount of 1,450,000.

All District and match funds must be expended no later than December 13, 2027.

#### **Fair Market Value Determination**

The Conservation Easement and Recreation Covenant are interests in real property being acquired by Ag + Open Space. Therefore, the Fiscal Oversight Commission is being requested to determine that Ag + Open Space is not paying more than fair market value for these interests. The Earth Island Institute is conveying the Conservation Easement and Recreation Covenant to Ag + Open Space as a condition to receiving Community Spaces Matching Grant funds for recreational development of the Property. No funds are being paid by Ag + Open Space for the acquisition of either the Conservation Easement or the Recreation Covenant. Because Ag + Open Space's Matching Grant Agreement does not include any payment for the Conservation Easement or the Recreation Covenant, Ag + Open Space is not paying more or receiving less than the fair market value for these interests.

#### **General Information**

|                            |  |
|----------------------------|--|
| Property Location          | <b>Windsor Avenue and D Street, Petaluma</b> |
| Owners of Record           | <b>Earth Island Institute</b>                |
| Assessor's Parcel Numbers: | <b>019-120-041 (portion)</b>                 |
| Approximate Land Area      | <b>47.78 acres (22.05 in CE)</b>             |

#### **Recommendation**

Ag + Open Space staff recommend that the Commission adopt a resolution determining that by accepting the Conservation Easement and Recreation Covenant as a condition of providing funding for the development of recreational improvements in furtherance of the Project, the District is not paying more or receiving less than the fair market value for the real property interests it will

receive.

**Exhibits**

|            |                                |      |
|------------|--------------------------------|------|
| Exhibit 1: | Resolution                     | Page |
| Exhibit 2: | Location Map                   | Page |
| Exhibit 3: | Draft Conservation Easement    | Page |
| Exhibit 4: | Draft Recreation Covenant      | Page |
| Exhibit 5: | Draft Project Structure Map    | Page |
| Exhibit 6: | Draft Matching Grant Agreement | Page |

## Exhibit 1

RESOLUTION NO.: \_\_\_\_\_

DATED: \_\_\_\_\_

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE FISCAL OVERSIGHT COMMISSION DETERMINING THAT THE DISTRICT IS NOT PAYING MORE, OR RECEIVING LESS, THAN FAIR MARKET VALUE FOR THE CONSERVATION EASEMENT AND RECREATION COVENANT TO BE ACQUIRED BY THE DISTRICT AS A CONDITION OF MATCHING GRANT FUNDING FOR THE HELEN PUTNAM REGIONAL PARK EXTENSION PROJECT.

**WHEREAS**, by virtue of the contract dated December 7, 2010 between the County of Sonoma and the Sonoma County Agricultural Preservation and Open Space District (“the District”) and Sonoma County Board of Supervisors Resolution No. 10-0832 dated December 7, 2010, this Board of Commissioners is required to review each proposed District acquisition or conveyance in order to determine whether the District would be paying more or receiving less than fair market value for the open space interests being acquired or conveyed; and

**WHEREAS**, the General Manager is proposing to execute a \$1,450,000 Matching Grant Agreement with the Earth Island Institute acting as fiscal sponsor for the community group known as the “Kelly Creek Protection Project” for development of a 47.78-acre park and connector trail on the Scott Ranch property in Petaluma that will become an addition to Helen Putnam Regional Park (the “Project”); and

**WHEREAS**, as a condition of the proposed Community Spaces Matching Grant, a conservation easement and a recreation conservation covenant will be acquired by the District on a 22.05-acre portion of the future park property. The District is not purchasing the conservation easement or the recreation covenant.

**NOW THEREFORE BE IT RESOLVED**, that this Board of Commissioners hereby finds, determines, declares and orders as follows:

1. *Truth of Recitals.* The foregoing recitals are true and correct.
2. *Fair Market Value.* This Commission is satisfied that by accepting the Conservation Easement and Recreation Covenant as a condition of providing funding for the development of recreational improvements in furtherance of the Project, the District is

not paying more or receiving less than fair market value for the interests it will receive.

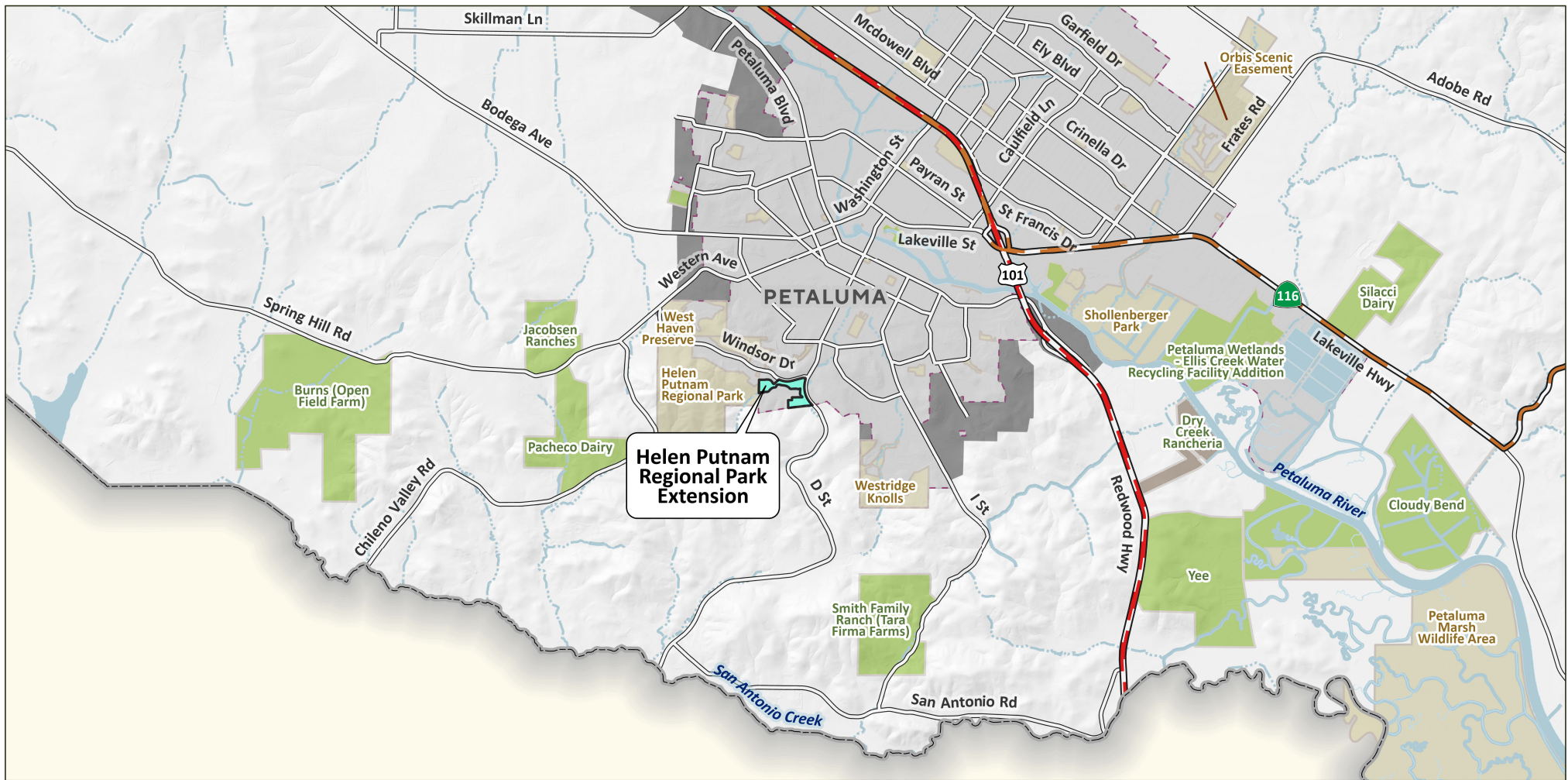
**COMMISSIONERS:**




**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_



**SO ORDERED.**









**Exhibit 2 Location Map**

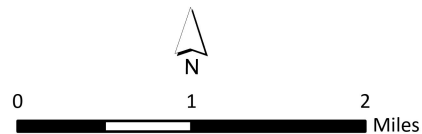


 Easement Boundary  
 Urban Service Area  
 Incorporated City

 Ag + Open Space Conservation Easement  
 Ag + Open Space Open Space Easement

 Other Public or Protected Land  
 Streets  
 CA Highway

 US Highway  
 Perennial Stream  
 Intermittent Stream

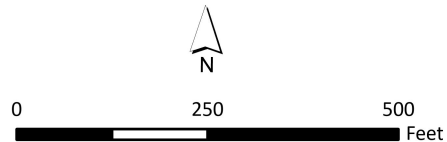


## Helen Putnam Regional Park Extension Location Map





- |                    |                           |                     |
|--------------------|---------------------------|---------------------|
| Easement Boundary  | Conservation Easement     | Intermittent Stream |
| Assessor's Parcels | Water - Lake or Reservoir |                     |
| Public Fee Title   | Streets                   |                     |



## Helen Putnam Regional Park Extension Site Map



RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors  
Sonoma County Agricultural  
Preservation and Open Space District  
575 Administration Drive, Room 102A  
Santa Rosa, CA 95403

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Recorded by government agency - Exempt from recording fees per Gov. Code §§ 27383, 27388.1, 27388.2  
Interest acquired by government agency - Exempt from documentary transfer tax per Rev. & Tax. Code § 11922

DEED AND AGREEMENT  
BY AND BETWEEN  
EARTH ISLAND INSTITUTE, INC.  
AND  
THE SONOMA COUNTY AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT  
CONVEYING A CONSERVATION EASEMENT  
AND  
ASSIGNING DEVELOPMENT RIGHTS

EARTH ISLAND INSTITUTE, INC., a California non-profit public benefit corporation (“GRANTOR”) and the SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 *et seq.* (“DISTRICT”) agree as follows:

**RECITALS**

A. GRANTOR is the owner in fee simple of that certain real property containing approximately forty-seven and seventy-three hundredths (47.73) acres located in Sonoma County, commonly known as “Scott Ranch” designated as Sonoma County Assessor’s Parcel Number(s) G5 APN’s, separate with comma. This conservation easement is recorded over an approximately twenty-two and five hundredths (22.05)-acre portion of Scott Ranch, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”).

B. In 1990, the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax to preserve agriculture and open space through the acquisition of interests from willing sellers consistent with a voter-approved Expenditure Plan and to advance the implementation of the open space elements of the County's and each of its cities' respective general plans consistent with Government Code sections 65560 *et seq.* In 2006, the voters of Sonoma County approved an extension of the transaction and use tax and an update to the Expenditure Plan.

C. DISTRICT is organized pursuant to Public Resources Code sections 5500 *et seq.* and is duly authorized to acquire and hold conservation easement interests pursuant to Civil Code section 815.3 and Public Resources Code section 5540. The DISTRICT possesses the ability and intent to enforce the terms of this Easement.

D. On [Date], DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. [G6 Resolution Number], that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan, specifically the Plan's Land Use and Open Space Resource Conservation Elements because it will maintain important open space areas between and around the County's cities and communities in a largely open or natural character with low intensities of development; protect restore, and enhance the quality of surface and groundwater resources; preserve the visual identities of communities by maintaining open space areas between cities and communities; preserve roadside landscapes that have a high visual quality as they contribute to the living environment of local residences and to the County's tourism economy; preserve the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations; and protect and enhance the County's natural habitats and diverse plant and animal communities. By that same resolution, DISTRICT's Board of Directors determined that its funding of the Project is consistent with the voter-approved Expenditure Plan. By its Resolution 2023- 024 N.C. S., the City of Petaluma determined that GRANTOR's acquisition of the Property and conveyance of this conservation easement to the DISTRICT is consistent with the City of Petaluma's General Plan.

E. This Easement, as further defined below, will further the goals, objectives and policies of the DISTRICT's Vital Lands Initiative, a long-range acquisition plan, by supporting open lands that surround and differentiate the County's urban areas and contribute to the unique scenic character of the County; open space and publicly accessible lands in and near cities and communities and connect people with protected lands; natural lands and aquatic habitats that support sustainable aquatic ecosystems and water resources; and natural lands and terrestrial habitats the support plants, wildlife, and biodiversity.

F. In an agreement of even date titled "Recreation Conservation Covenant" and recorded contemporaneously, GRANTOR has obligated itself and its successors to engage in certain recreational operations on the Property. It is the intent of GRANTOR and DISTRICT that the Recreation Conservation Covenant and this Agreement will be construed together in order to achieve the purposes of both agreements.

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

## EASEMENT

### PART ONE: GRANT OF EASEMENT

**1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights.**

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

**2. Conservation Values.** The 22.05-acre Property is a former dairy cattle ranch with grasslands and a creek located on the western edge of the City of Petaluma at the corner of D Street Extension and Windsor Drive. Critical resources on the Property (collectively the “Conservation Values”) are as follows:

**2.1 Natural Resources.** The natural resource values on the Property include, but are not limited to, important habitat for terrestrial and aquatic wildlife associated with Kelly Creek (also known as Weise Creek) and the D Street Tributary; grassland habitat; and oak woodlands. A portion of the Property is within federally designated critical habitat for the California red-legged frog (*Rana daytronii*) and has suitable habitat for the species. This Easement protects the Property’s natural resource values, as described above and as they may change over time due to causes such as ecological succession, habitat shift, movement of streams, wetlands, and springs, or the impacts of climate change.

**2.2 Scenic Resources.** The scenic resource values on the Property include, but are not limited to, scenic views of the grasslands, riparian areas, and oak woodlands on the Property from two highly travelled regional roads. The D Street Extension is a County-designated scenic corridor connecting the communities of West Marin to Petaluma and transit corridors. Windsor Drive is a popular route connecting West Marin communities and Petaluma to northwest Marin County and the south Sonoma County coast.

**2.3 Urban Open Space Resources.** The Property provides important open space adjacent to high density residential neighborhoods in Petaluma. The Property also connects these urban areas to Helen Putnam Regional Park. It is within walking distance of at least four public schools as well as downtown Petaluma, providing access to open space within an urban setting.

**2.4 Recreational and Educational Resources.** The recreational and educational resources of the Property include, but are not limited to, adjacency to Helen Putnam Regional Park and the opportunity to create trail connections from major thoroughfares, including connections to the Bay Area Ridge Trail that may be developed through the Property. The Property's topography and location make it well-suited for trails and outdoor education.

**3. Conservation Purpose.** The purpose of this Easement ("Conservation Purpose") is to preserve and protect forever the Conservation Values, and to prohibit and prevent any uses and activities of the Property that will materially impair or interfere with the Conservation Values. In the event that an activity or use that requires the DISTRICT's approval is consistent with one or more of the Conservation Values but substantially conflicts with the preservation and protection of one or more of the other Conservation Values, the parties shall attempt to reconcile such conflict and balance preservation and protection of Conservation Values, taking into consideration any material changes to the physical condition of the Property, climate change and associated impacts, zoning and public policy, and surrounding land uses. If such conflict is both substantial and irreconcilable, the DISTRICT shall consider the approval and the relative impacts to the affected Conservation Values, with particular weight given to preservation and protection of natural resources, scenic resources, urban open space resources, and recreational and educational resources.

## **PART TWO: RIGHTS OF DISTRICT**

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

**4.1 Protecting Conservation Values.** To preserve, protect, and document the Conservation Values of the Property in perpetuity.

**4.2 Property Inspections.** To enter upon the Property to carry out DISTRICT's obligations and exercise its rights under this Easement, including monitoring and enforcement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of the entry, but shall not necessarily be limited to a single physical entry or a single twenty-four hour period. The rights of entry provided by this Section 4.2 shall extend to DISTRICT's officers, staff, consultants, and volunteers. DISTRICT has the right to enter the Property unaccompanied by GRANTOR if GRANTOR declines or is unable to join DISTRICT or its agents.

**4.2.1 Monitoring Visits.** To enter upon the Property at least once per calendar year to inspect, document, and study the Property ("Monitoring Visit") to (i) identify the current activities on and uses and condition of the Property; and (ii) monitor the activities and uses on the Property to determine whether they are consistent with this Easement. DISTRICT shall conduct Monitoring Visits at reasonable times and upon one week's prior notice to GRANTOR. DISTRICT may give notice to GRANTOR of a Monitoring Visit via electronic mail ("email") or telephone. Monitoring Visits shall be made in a manner that will not unreasonably interfere with GRANTOR's use and quiet enjoyment of the Property.

4.2.2 **Enforcement Visits.** In addition, if DISTRICT determines that entry upon the Property is necessary to investigate, prevent, terminate, document, monitor, or mitigate a potential or actual violation of this Easement, DISTRICT has the right to enter upon the Property at any time and without notice to GRANTOR (“Enforcement Visit”). DISTRICT will attempt but is not required to give at least twenty-four (24) hours’ notice of Enforcement Visits via electronic mail (“email”) or telephone. Enforcement Visits may occur as frequently as is necessary to investigate and resolve potential or actual violations of this Easement.

4.3 **Audit.** DISTRICT shall have the right to inspect, copy, and audit GRANTOR’s financial and programmatic records, of any type, nature, or description, as DISTRICT deems necessary to ensure GRANTOR’s compliance with Section 5.1.6 (Revenue Generation).

4.4 **Enforcement.** To enforce the rights granted in this Easement; to prevent or stop, by any legal means, any activity or use on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement and to require restoration of such areas or features as may be damaged by such activities or uses.

4.5 **Approval of Certain Uses.** To review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 (GRANTOR’s Restricted Rights) and Section 6 (Notice and Approval Procedures).

4.6 **Signage.** To erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR and visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The DISTRICT shall determine the wording and design of the sign or marker with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor include artificial illumination. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker. DISTRICT and GRANTOR may agree to combine DISTRICT and GRANTOR signs in a single sign design installed pursuant to Section 5.4.10(a) (Signs), provided the combined sign(s) satisfy the above visibility and information criteria.

4.7 **Access.** To use any recorded, prescriptive, equitable, or other easement that grants lawful access to the Property now or in the future and for any purpose consistent with this Easement. To allow monitoring and enforcement by DISTRICT, GRANTOR hereby irrevocably assigns to DISTRICT the non-exclusive right to use any and all access easements and rights-of-way, whether recorded or not, over the Property or the property of others that individually or together provide GRANTOR with legal, physical, or other access to the Property. GRANTOR further agrees to execute any additional documents necessary to evidence this assignment.

4.8 **Additional Rights.** To exercise such additional rights as may be reasonably necessary to effectuate the Conservation Purpose of this Easement.



### PART THREE: RESTRICTIONS ON DEVELOPMENT, USE, AND ACTIVITIES

**5. GRANTOR's Restricted Rights.** GRANTOR shall confine the use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific duties with respect to the preservation of the Property's Conservation Values; (ii) establishes allowed activities and uses; (iii) establishes restricted or prohibited activities and uses; and (iv) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.7 (Uses/Activities Not Expressly Addressed).

#### **5.1 General Requirements for All Uses.**

**5.1.1 Compliance with Governmental Regulations.** All activities and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

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

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

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

**5.1.5 Duty to Prevent Waste, Nuisance, and Trespass.** Without limiting the generality of the foregoing general requirements, GRANTOR shall maintain the Property in a condition consistent with the Conservation Purpose of this Easement, which obligation shall include the undertaking of reasonable and necessary steps to prevent harm to the Conservation Values due to foreseeable acts or omissions of third parties.

**5.1.6 Revenue Generation.** Any revenue generated from activities and uses shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, Scott Ranch, Helen Putnam Regional Park, and other DISTRICT-protected lands.

**5.1.7 Notice and Approval Procedures.** Whenever *Section 5 (GRANTOR's Restricted Rights)* requires prior notice to or approval by DISTRICT, such notice shall be given or approval shall be obtained in accordance with Section 6 (Notice and Approval Procedures) of this Easement.

5.1.8 Plans. Whenever Section 5 (GRANTOR's Restricted Rights) conditions any development, activity, or use on an approved plan, such as a Master Plan, Management Plan, Vegetation Management Plan, or resource-specific plan (a "Plan"), such development, activity, or use shall be carried out consistent with the Plan and pursuant to Section 6 (Notice and Approval Procedures). Likewise, whenever GRANTOR'S development, activity, or use of the Property is authorized under this Easement via DISTRICT approval of a Plan, such development, activity, or use shall be carried out consistent with the Plan. As provided in Section 6.8.3 (Approved Plans), all uses and activities and all development necessary to implement the uses and activities identified in the DISTRICT-approved Management Plan are deemed consistent with this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT.

5.1.9 Easement Designation Areas. This Easement identifies and designates geographically specific areas of the Property within which different terms are applicable than on the remainder of the Property (the "Easement Designation Areas"). Within the Easement Designation Areas, otherwise prohibited development, uses, and activities may be permitted, or otherwise permitted development, uses, and activities may be prohibited, as described further in Section 5 (GRANTOR's Restricted Rights) of this Easement. The general locations of the Easement Designation Areas are depicted on the Project Structure Map attached as **Exhibit B**, which is incorporated by this reference. The Easement Designation Areas are described in greater detail in **Exhibit C (Description of Easement Designation Areas)**, attached and incorporated by this reference. In the event that a conflict is found between the written descriptions of the Easement Designation Areas in the text of this Easement and the Project Structure Map, the written description in **Exhibit C** shall prevail. If there is a dispute regarding the location of Easement Designation Area boundaries on the ground, either party may obtain a survey of the area at issue at its own cost. The Easement Designation Areas are as follows:

a) Natural Areas. There are two (2) "Natural Areas" designated on the Property, to ensure the protection of riparian vegetation, movement of wildlife, stabilization of stream banks, and prevention of sedimentation of watercourses. The parties expressly acknowledge that the locations and boundaries of the Natural Areas may change over time with the movement of streambanks due to flooding, erosion, accretion, reliction, avulsion, and other natural events. The Natural Areas are as follows:

- i. Natural Area 1. "Natural Area 1" consists of Kelly Creek (also known as Weise Creek), including its channel and banks and a buffer that extends for one hundred (100) feet from top of the highest banks on both sides of the Creek, excluding any area designated as a Building Envelope pursuant to Subsection (b) (Building Envelopes) below.

- ii. Natural Area 2. “Natural Area 2” consists of a tributary stream to Kelly Creek, commonly referred to as the D Street Tributary, including its channel and banks, and a buffer extending fifty (50) feet from the top of the highest stream banks on both sides of the stream, excluding any area designated as a Building Envelope pursuant to Subsection (b) (Building Envelopes) below.

b) Building Envelopes. There are three (3) Building Envelopes comprising a total of two and thirty-three hundredths (2.33) acres designated to concentrate higher-intensity development, uses, and activities on the Property. Subject to Section 5.1.9(c), GRANTOR may request DISTRICT approval of revised Building Envelope boundaries to encompass additional permitted structures and improvements.

c) Conditions for Approval of Building Envelopes. DISTRICT will approve a requested Building Envelope revision if it satisfies the following conditions:

- i. The revised Building Envelope does not encroach into the Natural Areas.

- d) The total cumulative area of all Building Envelopes is no larger than two and eighty-three hundredths (2.83) acres.

- i. The revised Building Envelope(s) encompass all planned and existing structures.

- ii. The revised Building Envelope(s) are sited to minimize impacts to the Conservation Values.

e) Marking Boundaries. As a condition of DISTRICT’s approval of any proposed Building Envelope revision, GRANTOR may mark the boundaries of the revised Building Envelope(s) with clearly visible and durable markers such as fence posts and shall provide DISTRICT with GPS measurements or shape files from a licensed surveyor showing the boundaries of the revised Building Envelope(s). The description of the approved Building Envelope(s) shall be reflected in revisions to the Project Structure Map (Exhibit B) and the Legal Description of the Easement Designation Areas (Exhibit C) via an addendum to this Easement recorded in the Office of the Sonoma County Recorder.

## **5.2 Subdivision and Lot Line Adjustments.**

5.2.1 Subdivision Prohibited. This Easement prohibits the legal or de facto division, subdivision, or partition of the Property, except as expressly provided in this Section 5.2

(*Subdivision and Lot Line Adjustments*), for any purpose, including, but not limited to, any such subdivisions or establishment of separate legal parcels by certificates of compliance or “separate for assessment purposes” designations. The Property currently comprises a portion of one (1) legal parcel. GRANTOR shall maintain all of the parcels comprising the Property, and all interests therein, under common ownership, as though a single legal parcel. Partition by division of the Property between owners or tenants in common shall be considered a subdivision and is prohibited under this Easement. Mortgaging or recording a deed of trust on less than the entire Property is prohibited.

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

5.2.3 Easements. GRANTOR may not grant new temporary or permanent easements, nor modify or amend existing easements, on the Property without the prior written approval of DISTRICT. It is the duty of GRANTOR to prevent use of the Property by third parties that may result in the creation of prescriptive rights.

5.2.4 Exceptions to Prohibition Against Subdivision. This prohibition against division of the Property shall not apply to:

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

b) Leases. GRANTOR may lease a portion(s) of the Property for uses described in Section 5 (GRANTOR’s Restricted Rights) and subject to all terms of this Easement.

5.2.5 Lot Line Adjustments. Lot line adjustments may be permitted solely with prior approval from DISTRICT if necessary to settle boundary disputes with adjacent property owners. GRANTOR shall take no action towards a lot line adjustment unless and until DISTRICT provides prior approval of the proposed Lot Line Adjustment.

5.3 **Land Uses**. GRANTOR may use the Property only as described in this Section 5.3. Exterior sound amplification is prohibited except as expressly permitted by this Section 5.3.

5.3.1 Natural Resource Protection, Preservation, Restoration, and Enhancement. GRANTOR may protect, preserve, restore, and enhance the natural resources of the Property in accordance with sound, generally accepted conservation practices and the provisions of Section 5.5 (Land and Resource Management).

a) Mitigation. With prior written approval from DISTRICT, the Property may be used for mitigation of on- or off-site projects if DISTRICT determines, in its sole discretion, that the following criteria are met: (i) the proposed mitigation enhances the Conservation Values; (ii) the proposed mitigation is consistent with DISTRICT's enabling legislation; (iii) the proposed mitigation is aligned with DISTRICT's objectives and goals; and (iv) the proposed mitigation does not present a risk to DISTRICT's long-term fiscal stability. Furthermore, (1) any additional protections required by regulatory agencies in association with a mitigation project must be consistent with this Easement; and (2) the sale of mitigation credits are considered a commercial use and subject to the provisions of Section 5.3.6 (Commercial).

5.3.2 Recreational and Educational Use. GRANTOR may make the Property available to the public for low-intensity public outdoor recreation and education in conformity with the terms of this Easement. All public outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection. Such uses must occur only in approved locations and may include, but are not limited to, hiking, biking, and equestrian use; picnicking; nature study; gardening; public or school educational activities including nature study and environmental or outdoor education; educational programs such as bookmobile, art, and other City and community programs; gardening workshops; habitat restoration training/workshops; afterschool and summer camp programs, and other such uses similar in nature and intensity.

5.3.3 Public Special Events. No public special event may result in any permanent alteration of the Property or have any detrimental impact on the Conservation Values that persists after the conclusion of the event. Where written notice to DISTRICT is required in this Section, GRANTOR may give notice to DISTRICT via electronic mail ("email"). Public special events are permitted as follows:

a) Without prior written notice to or approval from DISTRICT, public special events not exceeding fifty (50) participants may occur anywhere on the Property, provided they do not require sound amplification, or take place after dark and require safety lighting.

b) With prior written notice to DISTRICT, GRANTOR may use the Building Envelopes, for public special events of any size, including but not limited to educational and recreational events, art shows, farmers markets, music and music programs, dances, and cultural activities, including those that require sound amplification and/or safety lighting.

c) With prior written notice to DISTRICT, GRANTOR may use the Property for public trail-based events, similar in nature and intensity to trail runs, walks, and bike races, including races that restrict public access, use sound amplification, and/or

require safety lighting. Such public trail events may occur no more than six (6) times per year.

d) With prior approval from DISTRICT, GRANTOR may use any suitable area of the Property for staging and parking to support public events, subject to the limitations in this Section. Such use is only permitted in the dry season and only in locations that minimize impacts to the Conservation Values. The request for approval to the DISTRICT must include when such event(s) will be held, descriptions of any temporary structures and improvements, and management activities for erosion control, soil health protection, weed abatement, and minimization of scenic impacts.

5.3.4 Private Special Events. No private special event may result in any permanent alteration of the Property or have any detrimental impact on the Conservation Values that persists after the conclusion of the event. With prior approval from DISTRICT, GRANTOR may use the Building Envelope(s) for up to six (6) private special events per year, including weddings, reunions, and private parties, provided that the remainder of the Property remains accessible for public use. All private special events shall be limited to one hundred fifty (150) attendees each. GRANTOR shall document date, event size, type, and location of each such event. Such documentation shall be made available to DISTRICT upon request.

5.3.5 Residential Use. GRANTOR, and its tenants, may reside in permitted structures on the Property in connection with the operation and maintenance of the Property.

5.3.6 Commercial. GRANTOR may use the Property for the following commercial uses and activities:

a) Recreation and Education. With prior written notice to DISTRICT, GRANTOR may charge a reasonable fee directly associated with permitted recreational and educational programs and use of the Property. GRANTOR may host concessions related to permitted recreational and educational uses, such as bicycle rentals. Special events permitted by Section 5.3.3 (Public Special Events) and Section 5.3.4 (Private Special Events) may be conducted for fundraising purposes.

b) Leases and Rentals. Leases or rentals for permitted recreational, educational, residential, and vegetation management uses.

c) Ancillary. With prior written approval from DISTRICT, GRANTOR may engage in other minor commercial uses found to be consistent with the Conservation Purpose of this Easement.

5.4 **Structures and Improvements**. GRANTOR may repair, replace, construct, place, and maintain structures and improvements on the Property only as provided in this Section 5.4. All

structures and improvements allowed by Sections 5.4.1 (Maintenance, Repair, or Replacement of Structures and Improvements) through 5.4.6 (Public Parking and Access Roads), shall be located within a Building Envelope, unless stated otherwise herein. No structure or improvement shall exceed twenty-four (24) feet in height except as otherwise provided herein.

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

a) If the maintenance, repair, or replacement of a structure or improvement does not increase the height of the structure or improvement, increase the land surface area it occupies, or change its location or function, no notice to or approval from DISTRICT is required.

b) Any maintenance, repair, or replacement of a structure or improvement that increases the height of the structure or improvement, increases the land surface area it occupies, or changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 (Residences) through 5.4.9 (Signs).

5.4.2 Residences. With prior written notice to DISTRICT, GRANTOR may place or construct within a designated Building Envelope one (1) residence, provided that it may not be greater than two thousand (2000) square feet in size, exclusive of garage.

5.4.3 Structures Accessory to Residential Use. With prior written notice to DISTRICT, GRANTOR may place or construct accessory structures and improvements reasonably related to permitted residential use of the Property including, without limitation, garage, shed, chicken coop, and raised bed garden. All structures and improvements accessory to residential use must be placed or constructed within the same Building Envelope as the associated residence. The total cumulative square footage of the structures accessory to residential use shall not exceed three thousand (3,000) square feet. No single accessory structure shall exceed one thousand (1,000) square feet.

5.4.4 Structures and Improvements for Recreational and Educational Uses. GRANTOR may construct or place structures and improvements associated with permitted outdoor recreational and educational uses, as follows:

a) Outside of Natural Areas, without any notice to or approval from DISTRICT, and inside of Natural Areas with prior written approval from DISTRICT,

benches, drinking fountains, refuse and recycling containers, and other similar minor improvements.

b) Anywhere on the Property, paved or permeable trails and pathways (including crossings) and an outdoor classroom (a small clearing with log, rock, or rock wall seats) with prior written approval from DISTRICT.

c) Restrooms, lighting, public art, play structures, gardens, and other similar improvements, with prior written approval from DISTRICT.

d) New barns are permitted only with prior approval from DISTRICT. Barns may be no taller than forty (40) feet in height.

5.4.5 Structures and Improvements Accessory to Natural Resource Protection. GRANTOR may place or construct accessory structures and improvements reasonably necessary for natural resource protection, restoration, and enhancement including sheds and greenhouses, in accordance with this Section. Within the Building Envelopes, prior written notice to DISTRICT is required. Outside of the Building Envelopes, such structures and improvements are permitted only if temporary and only with prior written approval from DISTRICT.

5.4.6 Public Parking and Access Roads. With prior written approval from DISTRICT, GRANTOR may construct new roads (including crossings) and public parking area(s) and reconstruct or expand permitted roads and parking area(s) provided that such roads and parking area(s) are (i) directly required for uses and activities allowed herein; (ii) the minimum necessary for such uses and activities; and (iii) are sited so as to minimize impacts to the Conservation Values. Roads and parking area(s) shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices for roads as recommended by California Department of Fish and Wildlife or other similar or successor entity. Roads and parking area(s) constructed subsequent to this Easement may not be paved with asphalt, concrete, or other impervious surface unless (i) such paving is required by any federal, state, or local law, code, ordinance, or regulation; (ii) the surface is for a bridge or bridges; or (iii) GRANTOR receives prior approval from DISTRICT after demonstrating that the proposed paving or other impervious surface will better minimize erosion and sedimentation and better ensure proper drainage than a pervious road developed to the same standard. Roads and parking area(s) that are abandoned, permanently closed, and/or decommissioned shall be revegetated with native species, stabilized, and ensured of proper drainage.

5.4.7 Fences and Gates. With prior written approval from DISTRICT, GRANTOR may construct and erect new fencing and gates only as necessary for permitted uses of the Property or as necessary in connection with GRANTOR'S duties to prevent foreseeable trespass pursuant to Section 5.1.5 (Duty to Prevent Waste, Nuisance, and Trespass). All



fencing and gates must (i) preserve the scenic values of the Property; (ii) be the minimum necessary in design and extent; (iii) not impede wildlife movement except within Building Envelope(s) and as necessary for uses permitted by Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement) and 5.5.4 (Vegetation and Fuel Management); and (iv) comply with the DISTRICT's then-current guidelines for fences on conservation lands. Notwithstanding the provisions of Section 5.4.1 (Maintenance, Repair, or Replacement of Structures and Improvements), whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this Section 5.4.7. Notwithstanding the foregoing, no notice to or approval by DISTRICT is required for placement of temporary fencing allowed by this Section. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.7, GRANTOR shall remove such fencing or gate from the Property.

**5.4.8 Utilities and Energy Resources.** With prior written approval from DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including electric power, septic or sewer, communication infrastructure, and water storage (including wells) and delivery systems, within the Building Envelope(s) designated in Section 5.1.9 (Easement Designation Areas), provided that such utilities are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses. With prior written approval from DISTRICT, GRANTOR may expand existing or develop or construct new utility lines and poles and water storage (including wells) and conveyances anywhere on the Property provided that such utilities are directly required for permitted uses on the Property, are reasonably scaled to serve only those uses, and are designed, constructed, and maintained in a manner that minimizes impacts to the Conservation Values. With prior written approval from DISTRICT, GRANTOR may install or allow installation of retention basins, wells, and underground conduits for water, gas, sanitation, electricity and other utilities associated with and necessary for permitted uses and activities on the Property or for offsite development consistent with the Sonoma County and Petaluma General Plans, as updated and amended from time to time, or for water supply or sanitation purposes, so long as such installation is consistent with the Conservation Purpose of the Easement. The installation of any underground utilities shall be constructed and maintained in the least intrusive manner feasible and any damage done during said installation or maintenance shall be promptly repaired and the Property restored.

**5.4.9 Public Safety Systems.** With prior written approval from DISTRICT, GRANTOR may install communication and geophysical data collection, monitoring, and transmission systems and associated infrastructure directly supportive of public safety operations, including, but not limited to, wildfire detection sensors and cameras, weather stations, stream gauges, seismic sensors, and emergency communication systems ("Public Safety Systems"), provided such infrastructure is the minimum necessary for the public safety

purpose and is designed, sited, constructed, and maintained so as to minimize impacts to the Conservation Values of the Property. Public Safety Systems do not include telecommunications facilities designed for use by the general public, such as commercial cell phone towers or antennae, which are subject to the provisions of Section 5.4.8 (Utilities and Energy Resources).

5.4.10 Signs. GRANTOR may construct or place signs as set forth in this Section 5.4.10. No sign shall be artificially illuminated.

a) Without prior written notice to or approval from DISTRICT, GRANTOR may construct or place four (4) signs not to exceed forty-five (45) square feet in size to identify the Property from public roadways.

b) Without prior written notice to or approval from DISTRICT, GRANTOR may construct or place five (5) signs not to exceed thirty-two (32) square feet in size as trailhead or interpretive signs and/or to acknowledge participation of funding agencies for permitted uses on the Property.

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

d) With prior written approval from DISTRICT, GRANTOR may construct or place additional signs necessary or appropriate for allowed uses, provided that any such additional signs are sited and constructed in a manner that minimizes impacts to the Conservation Values.

5.5 **Land and Resource Management.** All land and resource management activities must be designed and implemented in accordance with sound, generally accepted conservation practices.

5.5.1 Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including excavation, removal or importation of soil, sand, gravel, rock, peat, or sod, except as reasonably necessary in connection with the uses, structures, and/or improvements allowed under Section 5 (GRANTOR's Restricted Rights) of this Easement. In connection with allowed uses, structures, and/or improvements, movement of over fifty (50) cubic yards of material in any calendar year is subject to prior DISTRICT approval.

5.5.2 Water Resources. Draining, filling, dredging, diking, damming, or other alteration, development, or manipulation of watercourses, subsurface water, springs, ponds, and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development, and expansion of water storage and delivery systems allowed under Section 5.4.8 (Utilities and Energy Resources), (ii) reconstruction, expansion, and new construction of roads or trails allowed under Sections 5.4.6 (Public Parking and Access Roads) and 5.4.4 (Structures and Improvements for Recreational and Educational Uses), respectively; and (iii) the preservation, restoration, and enhancement of natural resources allowed under Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement).

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

5.5.4 Vegetation and Fuel Management. GRANTOR may undertake vegetation and fuel management activities to reduce wildfire risk as provided in this Section. All vegetation and fuel management activities shall be designed and implemented to minimize harm to native wildlife, plant communities, and non-target plants. If vegetation and fuel management activities are to take place during nesting season, GRANTOR shall ensure that nesting surveys are conducted in coordination with a qualified biologist and shall modify activities based on survey results to prevent harm to identified nests.

a) Within one hundred (100) feet of structures, except for Public Safety Systems installed pursuant to Section 5.4.9 (Public Safety Systems), and without need for notice to or approval from DISTRICT, GRANTOR may undertake brush removal, mowing, grazing, tree trimming, targeted tree removal, and other vegetation management methods of similar nature and intensity.

b) Farther than one hundred (100) feet from structures, or in relation to Public Safety Systems installed pursuant to Section 5.4.9 (Public Safety Systems), GRANTOR may undertake vegetation management pursuant to a Vegetation Management Plan (defined below) approved in advance by DISTRICT. A “Vegetation Management Plan” is a document designed to guide GRANTOR’s conduct of vegetation management pursuant to this section and may describe either an individual vegetation management project or a more comprehensive plan covering multiple projects. Any Vegetation Management Plan must incorporate the best available science and must identify the following: (i) the purpose of proposed work, (ii) the location of the treatment area(s), (iii) a timeline for completion, (iv) the “before” condition of the treatment area(s), (v) management objectives, (vi) treatment methods including any new infrastructure, (vii) post-treatment maintenance, and (viii) best management practices, such as soil protection, appropriate tree spacing, special-status species protection, invasive species

management, and snag retention.. Any Vegetation Management Plan may include the following treatment methods:

- (i) Limited brush removal and mowing, or other methods of similar nature and intensity;
  - (ii) Limited grazing undertaken in accordance with sound, generally accepted conservation practices;
  - (iii) Limited tree trimming and limited tree removal within a fuel break area or calming zone (as designated in the approved Vegetation Management Plan), and, if recommended by a fire protection agency having jurisdiction, vegetation removal within a fire break (as designated in the approved Vegetation Management Plan); and
  - (iv) Prescriptive or cultural burning consistent with the standards and requirements of the local fire protection agency having jurisdiction.
- c) DISTRICT has approved GRANTOR's fuel management plan entitled Revised Fuel Management Plan and dated September 2021 and all activities described in that Plan are deemed consistent with this Easement.
- d) DISTRICT may require as a condition of approval of any Vegetation Management Plan that GRANTOR provide to DISTRICT a record of the "after" condition of the treatment areas, such as photographs and descriptions of the results of the treatment within fourteen (14) days of completion of any treatment. Natural Resource Preservation, Restoration, and Enhancement. With prior written approval from DISTRICT, GRANTOR may undertake natural resource preservation, restoration, and enhancement activities, including but not limited to, bank and soil stabilization, and practices to enhance water quality, native plant and wildlife habitat and connectivity, and to promote biodiversity.

5.5.5 Native Tree Removal. Harvesting, cutting, trimming, transplanting, or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of fire management, in accordance with Section 5.5.4 (Vegetation and Fuel Management); and (iv) for natural resource management as set forth in Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement) of this Easement. Native trees removed pursuant to this Section 5.5.6 may be used for firewood and permitted cultural uses and activities. DISTRICT may require GRANTOR to provide to DISTRICT a record of the "after" condition of the affected areas, such as photographs and descriptions of the results of the treatment within 14 days of completion of any treatment.

5.5.6 Native Vegetation Removal. Removal or destruction of any native non-tree vegetation is prohibited, except as reasonably necessary (i) within footprint of permitted structures and improvements; (ii) to control insects and disease; (iii) to prevent personal injury and property damage; (iv) for the purpose of fire management, in accordance with Section 5.5.4 (Vegetation and Fuel Management); (v) for natural resource preservation, restoration and enhancement, as set forth in Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement) and (vi) for permitted cultural uses and activities.

5.5.7 Native Animal Removal. Killing, hunting, trapping, injuring, or removing native animals is prohibited except (i) under imminent threat to human life or safety; and (ii) as reasonably necessary for natural resource preservation, restoration, and enhancement activities in accordance with Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement) using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction.

5.5.8 Non-Native Plants and Animals.

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

b) *Introduction*. GRANTOR shall not establish or plant non-native plant and animal species outside of the designated Building Envelope(s).

5.5.9 Cultural Resource Protection and Use. GRANTOR may engage in activities to preserve and protect the cultural resources of the Property in accordance with sound, generally accepted conservation practices. GRANTOR may also, to the extent consistent with the terms of this Easement, allow use of the Property for tribal stewardship and cultural activities, including but not limited to tending, gathering, harvesting, and foraging of resources of cultural significance in coordination with the culturally affiliated tribe(s) to this area.

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

5.5.11 Dumping. Dumping, releasing, burning, or other disposal of wastes, refuse, debris, non-operative motorized vehicles, or hazardous substances is prohibited. GRANTOR shall remove garbage or materials dumped on the Property by third parties.

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

a) Materials Required for Permitted Uses. GRANTOR may store materials and supplies required for permitted uses outdoors within the Building Envelope(s), provided such storage shall be located so as to minimize visual impacts.

b) Storage of Construction Materials. GRANTOR may store outdoors construction and other work materials outdoors needed during construction of permitted structures and improvements on the Property while work is in progress and for a period not to exceed thirty (30) days after completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of 180 days.

c) Temporary Storage for Public Events. GRANTOR may temporarily store materials and supplies required for permitted public events anywhere on the Property with prior approval from DISTRICT, provided that such items are not stored outside of Building Envelopes for more than two (2) weeks.

**5.6 Public Access Limitations.** GRANTOR and DISTRICT understand and agree that the Property will be used as a public park in perpetuity. GRANTOR, however, may exclude the public from the Property consistent with the Recreation Conservation Covenant recorded concurrently with this Easement and also on a temporary basis to the extent necessary for public health or safety or for preservation of the Conservation Values of the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties to the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

**5.7 Easements.** GRANTOR may continue the use of existing easements of record granted prior to this Easement. GRANTOR may not grant new temporary or permanent easements, nor modify or amend existing easements, on the Property without prior written approval from DISTRICT. It is the duty of GRANTOR to prevent use of the Property by third parties that may result in the creation of prescriptive rights. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

## **PART FOUR: PROCEDURES AND REMEDIES**

**6. Notice and Approval Procedures.** Some activities and uses addressed by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses addressed by this Easement require the prior written approval of DISTRICT. Such an approval reflects the DISTRICT's determination that the activity or use complies with the terms and restrictions established in this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity, or use is prohibited on the Property. GRANTOR shall use the procedures set forth below, including the information required by Section 6.3 (Information

*Required*), to provide notice to DISTRICT or to obtain DISTRICT's approval unless a use or activity is expressly addressed in and governed by an approved Plan.

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

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

**6.3 Information Required.** All notices and requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of GRANTOR's request with the terms, conditions, and Conservation Purpose of this Easement. DISTRICT may request GRANTOR provide such additional or supplemental information, including expert opinions at GRANTOR's expense, as it deems necessary to evaluate any notice or request for approval. Forms for notices and requests for approval shall be available at DISTRICT's offices.

**6.4 DISTRICT's Failure to Respond.** Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction or a mediation pursuant to Section 12 (Mediation) to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action or mediation becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action.

**6.5 DISTRICT'S Determination.** DISTRICT may determine that a proposed use is consistent with this Easement in its sole discretion. It may consider compliance with this Easement, the manner in which the proposed use is to be carried out, and the potential for the proposed use

and the manner in which it is to be carried out to preserve, enhance, or affect one or more Conservation Values. DISTRICT may impose conditions on the use in order to ensure that the use is consistent with the Purpose of this Easement. No determination by DISTRICT shall establish precedent for or commitment to the outcome of future decisions. DISTRICT shall consider every notice and request for approval on its own and without following or establishing precedent.

**6.6 Approvals Must Be in Writing.** All approvals must be made in writing to have any effect. GRANTOR understands that any oral approval or oral representation regarding such an approval made by DISTRICT, its officers, employees, or agents does not meet the requirements of this Section, does not bind or commit DISTRICT, and may not be relied on by GRANTOR. To that end GRANTOR waives any legal argument that DISTRICT is in any way estopped or has waived any provision of this Easement based on any oral approval or understanding of an oral approval provided by DISTRICT, its officers, employees, or agents.

**6.7 Uses/Activities Not Expressly Addressed.** In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly permitted nor expressly prohibited in Section 5 (GRANTOR's Restricted Rights), GRANTOR shall seek DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in this Section 6.7. Any activity or use not expressly permitted in Section 5 (GRANTOR's Restricted Rights) may constitute a breach of this Easement and may be subject to the provisions of Section 10 (Remedies for Breach).

**6.8 Management Plans.** Any management plan, along with updates and amendments (collectively for purposes of this section, "Plan"), requires review and approval by DISTRICT in accordance with this Section 6.8 and shall be consistent with the terms and conditions of this Easement. The Plan shall have no effect and shall not govern activity on the Property until it has been approved by DISTRICT. DISTRICT may require periodic updates to any Plan as a condition of approval.

**6.8.1 Review of Plans.** Grantor shall not commence any activity or use for which this Easement requires a Plan, unless and until DISTRICT approves a Plan pursuant this Section 6 (Notice and Approval Procedures) that describes and governs the activity or use. The review procedures of Section 6 (Notice and Approval Procedures) shall apply except that DISTRICT shall have sixty (60) days to review a proposed Plan.

**6.8.2 Minimum Contents of Plans.** Any Plan shall be sufficiently specific to enable DISTRICT to make a reasonable determination regarding whether the Plan is consistent with the terms and Conservation Purpose of this Easement. Any Plan shall identify best management practices to assure that management activities and associated development and uses are conducted in a manner that is consistent with the Conservation Values of the Property and consistent with this Easement. The Plan must identify, at a minimum: objectives of the Plan, the "before" condition of the relevant area, timelines, anticipated uses, locations for treatment or development, best management practices to protect the Conservation



Values, methods of minimizing or avoiding impacts to Conservation Values, expected outcomes, and post-treatment or development maintenance.

6.8.3 Approved Plans. Once a Plan is approved by DISTRICT, all uses and activities covered by the Plan shall be conducted in a manner consistent with it. Upon DISTRICT's approval, all uses and improvements described therein shall be deemed to be consistent with the terms, conditions, and Conservation Purpose of this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT as long as the Plan remains in effect. All such uses and activities shall at all times remain subject to the substantive limitations of Section 5 (*GRANTOR's Restricted Rights*). Any revisions to the Plan are subject to District approval.

✚ Management Plan. Prior to the Effective Date, GRANTOR prepared and DISTRICT approved the Helen Putnam Park Extension Habitat Restoration & Park Improvement Plan which describes the anticipated uses, activities, and development on the Property (the "Management Plan"). All uses and activities and all development necessary to implement those uses and activities identified in the Management Plan are deemed consistent with this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT.

6.8.4 Updates to Plans. DISTRICT may require GRANTOR to revise or update a Plan, at GRANTOR's expense, to address changed conditions on the Property. In the event of such a request by DISTRICT, GRANTOR shall submit proposed revisions to the Plan to DISTRICT within one hundred twenty (120) days of DISTRICT's request. Such revisions will be subject to the review and approval procedures set forth in Section 6 (*Notice and Approval Procedures*).

## **7. Costs and Liabilities Related to the Property.**

7.1 **Operations and Maintenance of the Property**. GRANTOR retains and agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state, and federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance covering acts on the Property. Except as specifically set forth in Section 8.2 (*DISTRICT's Indemnity*), DISTRICT shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8.1 (*GRANTOR's Indemnity*), GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

## 7.2 Hazardous Materials.

7.2.1 No DISTRICT Obligation or Liability. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in DISTRICT:

- a) The obligations or liabilities of an “owner” or “operator” as those words are defined and used in environmental laws, as defined below, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 *et seq.*) (“CERCLA”);
- b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;
- c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property;
- d) Any control over GRANTOR’s ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

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

If at any time after the Effective Date of this Easement there occurs a release, discharge, or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, GRANTOR agrees to take all steps that are required of GRANTOR under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

7.2.3 Definitions. For the purposes of this Easement:

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

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

## **8. Indemnification.**

**8.1 GRANTOR’s Indemnity.** GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, invitees, successors, and assigns, from and against all damages, liabilities, claims, and expenses, including reasonable attorneys’ fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT (ii) the obligations specified in Section 7 (Costs and Liabilities Related to the Property); and (iii) any approvals given under Section 6 (Notice and Approval Procedures). In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall not be unreasonably withheld.

**8.2 District’s Indemnity.** DISTRICT shall hold harmless, indemnify, and defend GRANTOR, its heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR. In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 8.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall not be unreasonably withheld. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence or intentional misconduct of GRANTOR.

**9. Baseline Documentation for Enforcement.** The specific characteristics, use, and state of improvement of the Property are further documented in an inventory of relevant features of the Property dated G23 Date that is on file at the offices of DISTRICT and incorporated by this reference (the “Baseline Report”), which consists of reports, maps, photographs, and other documentation. The parties agree and acknowledge that the Baseline Report provides an accurate representation of the Property at the time this Easement is recorded and that it is intended to provide an objective, though nonexclusive, baseline for monitoring compliance with the terms of this Easement. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement.

**10. Remedies for Breach.**

**10.1 DISTRICT’s Remedies.** In the event of a violation or threatened violation by GRANTOR of any term, condition, or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin, recover damages for such violation, and/or require the restoration of the Property to the condition that existed prior to such violation.

10.1.1 DISTRICT’s notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 13 (Notices).

10.1.2 If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (i) may pursue any and all remedies available under law without waiting for the cure period to expire; (ii) shall have the right, without notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken; and (iii) shall have the right to record a notice of violation in the Office of the Sonoma County Recorder.

10.1.3 DISTRICT’s rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement.

10.1.4 GRANTOR agrees that DISTRICT’s remedies at law for any violation of the terms of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory, and including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DISTRICT may further recover any damages to which it may be entitled for violation of the

terms of this Easement or injury to any Conservation Values protected by this Easement (including but not limited to damages for the loss of scenic, recreational, or environmental values), and to require the restoration (or damages for the cost of restoration) of the Property to the condition that existed prior to any such injury. To the extent that any financial benefit gained from the violation of this Easement exceeds the amount of damages awarded or the value of other remedies provided, GRANTOR expressly agrees that disgorgement of any such additional benefits or profits is an appropriate remedy that shall apply to such a violation, regardless of whether such benefit exceeds the cost incurred by DISTRICT or quantifiable harm to the Property as a result of the violation.

10.1.5 All reasonable costs incurred by DISTRICT in enforcing this Easement against GRANTOR, shall be borne by GRANTOR; provided, however, that if GRANTOR ultimately prevails in a judicial enforcement action or arbitration proceeding brought by DISTRICT, then DISTRICT shall bear its own costs and pay for GRANTOR's reasonable costs and expenses of suit. Costs are defined for purposes of this Section, and all other references to costs in this Easement, as including all reasonable costs necessitated by GRANTOR's violation of the terms of this Easement or request for approval or amendment. Costs include, without limitation, costs of restoration necessitated by violation of this Easement; costs and expenses of suit; reasonable professional fees of attorneys, consultants, witnesses, surveyors, and accountants; and expenses and compensation for DISTRICT staff time required to respond to a violation or request.

**10.2 No Waiver.** Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future.

GRANTOR hereby waives any defense of laches, waiver, estoppel, or prescription.

**10.3 Remedies Nonexclusive.** The remedies set forth in this Section 10 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 *et seq.* or any other applicable local, state or federal law.

**11. Acts Beyond GRANTOR's Control.** Except as otherwise provided in Section 5.1.5 (*Duty to Prevent Waste, Nuisance, and Trespass*) and Section 10 (*Remedies for Breach*), nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including wildfire, flood, storm, earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from

such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement. Notwithstanding the foregoing, GRANTOR shall be liable to DISTRICT for modifications or damage to the Property that materially impairs or interferes with the Conservation Values when those modifications or damages result from the acts or omissions of third parties whose use of or presence on the Property is authorized, expressly or implicitly, or requested by GRANTOR. In the event that the Conservation Values of the Property are materially impaired or interfered with as a result of the acts or omissions of third parties, GRANTOR shall diligently pursue all available legal remedies against such parties to ensure restoration of the Property and the Conservation Values. Nothing contained herein limits or precludes GRANTOR's or DISTRICT's rights to pursue any third party for damages to the Property's Conservation Values.

## **12. Mediation.**

- 12.1 **Mediation of Disputes.** The parties agree to use good faith efforts to attempt to resolve any dispute arising out of or related to this Easement through mediation. Any decision of the mediator shall be non-binding, and for purposes of this Easement, the parties shall mediate until the mediator determines that there is an impasse in order to fulfill their obligations under this Section.
- 12.2 **Qualifications of Mediator.** The mediator shall be experienced in mediating real property matters and easement disputes, shall be knowledgeable with respect to natural resource management, and shall be mutually agreed upon by both parties.
- 12.3 **Venue.** Hearings shall be held in Santa Rosa, California or another venue determined by mutual agreement of the parties.
- 12.4 **Demand and Limitation on Claims.** Any demand for mediation must be made in writing to the other party. No demand for mediation may be made after the date on which the institution of civil legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.
- 12.5 **Costs and Fees of Mediator.** Costs and fees of the mediator shall be borne equally by the parties.

## **13. Extinguishment and Condemnation.**

13.1 **Extinguishment.** Subject to the requirements and limitations of California Public Resources Code section 5540, or any successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the compensation to which DISTRICT

shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property after such termination or extinguishment of the Easement, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 13.3 (*Property Interest and Fair Market Value*). All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County. This Easement shall not be deemed terminated, extinguished, or otherwise affected until DISTRICT has received full payment for its interest.

**13.2 Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 13.3 (*Property Interest and Fair Market Value*). GRANTOR shall not agree to an in-lieu purchase without prior written approval from DISTRICT.

**13.3 Property Interest and Fair Market Value.** This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13.3, the parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR one hundred percent (100%) of the value of improvements and DISTRICT one hundred percent (100%) of the value of the land, or as otherwise agreed upon by them in writing at the time of condemnation.

## **PART FIVE: MISCELLANEOUS**

### **14. Notices.**

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

To GRANTOR:            Director of Operations  
                                Earth Island Institute Inc.  
                                2150 Allston Way #460  
                                Berkeley, CA 94704  
                                skamprath@earthisland.org

With a copy to: Executive Director  
Kelly Creek Protection Project  
722 Jefferson Street  
Petaluma, CA 94952  
jared@basound.com

To DISTRICT: General Manager  
Sonoma County Agricultural Preservation and Open Space District  
747 Mendocino Avenue, Suite 100  
Santa Rosa, CA 95401  
Misti.arias@sonoma-county.org

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 14.1. Electronic mail (“email”) may be used to provide notice under this Easement only as specifically provided.

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

14.2.1 When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 14.1 (Method of Delivery) notice is effective one (1) business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the even the postmark is not shown or available, then one (1) business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

14.2.2 Where email is an approved form of notice in this Easement (i.e. Sections 4.2.1, 4.2.2, and 5.3.3), email notices must be sent with delivery confirmation and such notice shall be deemed effective upon sender’s receipt of delivery confirmation.

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

**14.3 Refused or Undeliverable Notices.** Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service. Any email notice that is undeliverable shall not be considered effective.

**15. Amendment.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this



Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, shall not affect the Easement's perpetual duration, and shall be consistent with Public Resources Code section 5540 and any successor statute then in effect. The decision to amend this Easement is at DISTRICT's sole and absolute discretion. Unless otherwise agreed to by DISTRICT, GRANTOR shall bear all costs related to DISTRICT's review of and response to GRANTOR's request for an amendment, including the cost to update the Baseline Report and any Management Plans to reflect the amendment. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

## **16. General Provisions.**

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

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

**16.3 Compliance with Governmental Regulations.** All activities and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

**16.4 Applicable Law and Forum.** This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

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

**16.6 Subsequent Deeds and Leases.** GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including a leasehold interest) is conveyed and that GRANTOR will provide a copy of this Easement to any party acquiring an interest in the Property from GRANTOR. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least thirty (30) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 16.5 (Easement to Bind Successors) of this Easement, and the failure of GRANTOR to perform any act required by this Section 16.6 shall not impair the validity of this Easement or limit its enforceability in any way.

**16.7 Fees and Charges.** DISTRICT shall have the right to establish and collect from GRANTOR reasonable fees and charges, including attorneys' fees and staff costs, for inspections, approvals, and other services performed by or for DISTRICT pursuant to this Easement. Such fees and charges shall not exceed the reasonable costs of providing such services.

**16.8 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 14 (Notices).

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

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

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

**16.12 No Forfeiture.** GRANTOR represents and warrants that nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect.

**16.13 Interpretation and Construction.** To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes and protects the Conservation Purpose of this Easement.

**16.14 Joint Obligation.** The obligations imposed by this Easement on Owner shall be joint and several.

**16.15 No Merger.** It is the express intent of the parties that this Easement is not extinguished if this Easement and the fee title of the Property are held by the same entity.

**16.16 Representation of Authority of Signatories.** Each individual executing this Easement represents and warrants to the other party that the execution and delivery of this Easement and all related documents have been duly authorized by the party for which the individual is signing and that the individual has the legal capacity to execute and deliver this Easement and thereby to bind the party for which the individual is signing.

**16.17 Sufficient Counsel.** GRANTOR warrants that they have reviewed this Easement and its effects on the Property with appropriate independent legal counsel and financial advisor(s) of their own choosing. This Easement has been fully negotiated between the parties so that any rule that documents may be construed against the drafter does not apply.

**16.18 Effective Date.** This Easement shall be effective as of the date of its recordation in the Official Records of Sonoma County in the Offices of the Sonoma County Recorder (the "Effective Date").

*(Signatures on next page)*

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

By: \_\_\_\_\_ **DO NOT SIGN** \_\_\_\_\_

Sumona Majumdar, Chief Executive Officer, Earth Island Institute, Inc.

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE

DISTRICT

By: \_\_\_\_\_ **DO NOT SIGN** \_\_\_\_\_

President of the Board of Directors

ATTEST:

By: \_\_\_\_\_ **DO NOT SIGN** \_\_\_\_\_

Noelle Francis, Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description of Property

Exhibit B: Project Structure Map

Exhibit C: Description of Easement Designation Areas

Certificate of Acceptance

**Exhibit A**  
**Legal Description of Property**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PETALUMA,  
COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL B, AS SAID PARCEL B IS SHOWN AND SO DESIGNATED ON THAT CERTAIN  
MAP ENTITLED "PARCEL MAP NO. 423 SCOTT RANCH", RECORDED JULY 29, 2024, IN BOOK 850  
OF MAPS, AT PAGES 44-47, IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY;

EXCEPTING THEREFROM THE "PARK EXTENSION CRLF CONSERVATION EASEMENT", MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SAID PARCEL B;

COMMENCING AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID  
PARCEL, NORTH 00°56'40" EAST 637.00 FEET TO THE **POINT OF BEGINNING** FOR THIS  
DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID WESTERN LINE, NORTH  
00°56'40" EAST 85.00 FEET;

THENCE, LEAVING SAID WESTERN LINE, EAST 24.00 FEET;

THENCE, NORTH 53°00'00" EAST 50.00 FEET;

THENCE, NORTH 84°00'00" EAST 48.00 FEET;

THENCE, SOUTH 72°00'00" EAST 62.00 FEET;

THENCE, NORTH 46°00'00" EAST 68.00 FEET;

THENCE, SOUTH 84°00'00" EAST 82.00 FEET;

THENCE, EAST 52.00 FEET;

THENCE, NORTH 49°00'00" EAST 85.00 FEET;

THENCE, NORTH 41°00'00" EAST 79.00 FEET;

THENCE, NORTH 63°00'00" EAST 138.00 FEET;  
THENCE, SOUTH 65°00'00" EAST 34.00 FEET;  
THENCE, NORTH 59°00'00" EAST 47.00 FEET;  
THENCE, NORTH 25°41'16" EAST 85.00 FEET;  
THENCE, EAST 90.00 FEET;  
THENCE, NORTH 64°00'00" EAST 24.00 FEET;  
THENCE, SOUTH 83°00'00" EAST 63.00 FEET;  
THENCE, SOUTH 74°00'00" EAST 92.00 FEET;  
THENCE, SOUTH 85°00'00" EAST 104.00 FEET;  
THENCE, SOUTH 64°00'00" EAST 120.00 FEET;  
THENCE, SOUTH 43°00'00" EAST 75.00 FEET;  
THENCE, SOUTH 79°00'00" EAST 78.00 FEET;  
THENCE, SOUTH 56°00'00" EAST 30.00 FEET  
THENCE, EAST 18.00 FEET;  
THENCE, NORTH 72°00'00" EAST 42.00 FEET;  
THENCE, EAST 65.00 FEET;  
THENCE, NORTH 80°00'00" EAST 26.02 FEET;  
THENCE, SOUTH 73°00'00" EAST 72.35 FEET;  
THENCE, NORTH 68°00'00" EAST 95.00 FEET;  
THENCE, SOUTH 05°00'00" WEST 123.00 FEET;  
THENCE, SOUTH 43.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;  
THENCE, WEST 429.99 FEET;  
THENCE, NORTH 51°30'00" WEST 227.35 FEET; THENCE, WEST 320.00 FEET;  
THENCE, SOUTH 53°00'00" WEST 290.00 FEET;  
THENCE, SOUTH 79°00'00" WEST 350.00 FEET;  
THENCE, WEST 120.00 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING FROM SAID "PARK EXTENSION CRLF CONSERVATION EASEMENT" THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT HEREIN DEFINED POINT A;

THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH 77°27'48" WEST 173.38 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, NORTH 83°15'17" WEST 42.03 FEET;

THENCE, ALONG THE ARC OF A TANGENT 42.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 186°48'32", AN ARC DISTANCE OF 136.94 FEET;

THENCE, SOUTH 76°26'45" EAST 42.03 FEET;

THENCE, ALONG THE ARC OF A TANGENT 39.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 173°11'29", AN ARC DISTANCE OF 119.40 FEET TO THE **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM THE "RESIDENTIAL DEVELOPMENT CRLF CONSERVATION EASEMENT" MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SAID PARCEL B;

**BEGINNING** AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°56'40" EAST 637.00 FEET;

THENCE, LEAVING SAID WESTERN LINE, EAST 120.00 FEET;

THENCE, NORTH 79°00'00" EAST 350.00 FEET;

THENCE, NORTH 53°00'00" EAST 290.00 FEET;

THENCE, EAST 320.00 FEET;

THENCE, SOUTH 51°30'00" EAST 227.35 FEET;

THENCE, EAST 429.99 FEET;

THENCE, SOUTH 70.18 FEET;

THENCE, SOUTH 34°00'00" EAST 74.00 FEET;

THENCE, SOUTH 50°00'00" EAST 53.00 FEET;

THENCE, SOUTH 22°00'00" EAST 11 FEET;

THENCE, SOUTH 10.00 FEET;  
THENCE, WEST 446.00 FEET;  
THENCE, SOUTH 120.00 FEET;  
THENCE, WEST 171.00 FEET;  
THENCE, SOUTH 299.27 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL B;  
THENCE, ALONG SAID SOUTHERN LINE, SOUTH 83°11'35" WEST 1,110.52 FEET TO THE **POINT  
OF BEGINNING.**

CONTAINING 22.05 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION



## **Exhibit C**

### **Description of Easement Designation Areas**

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors  
Sonoma County Agricultural  
Preservation and Open Space District  
575 Administration Drive, Room 102A  
Santa Rosa, CA 95403

---

Recorded by government agency - Exempt from recording fees per Gov. Code §§ 27383, 27388.1, 27388.2  
Interest acquired by government agency - Exempt from documentary transfer tax per Rev. & Tax. Code § 11922

HELEN PUTNAM REGIONAL PARK EXTENSION  
RECREATION CONSERVATION COVENANT  
(California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into by and between 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.* (the “District”) and EARTH ISLAND INSTITUTE, INC., a California non-profit public benefit corporation, its successors and assigns and those claiming under it (“Owner”).

*Recitals*

A. The District was formed for the purpose of preserving open space in the County of Sonoma and is funded by a voter approved sales tax, the expenditure of which is directed and limited by the Sonoma County Agricultural Preservation & Open Space 2006 Expenditure Plan (the “2006 Expenditure Plan” or the “Plan”) adopted as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure (Sonoma County Ordinance No. 5677R).

B. Among the categories of open space identified for protection in the 2006 Expenditure Plan are “fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations” listed in the Plan.

C. Owner has acquired and now is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”). Owner intends to transfer the Property to the County of Sonoma for operation as a public park following completion by Owner of initial public access improvements.

D. In a companion transaction of even date, Owner has conveyed a conservation easement (the “Conservation Easement”) to the District generally limiting the use of the Property to natural resource preservation and low-intensity public outdoor recreation consistent with identified open space values. This Covenant is intended to complement the Conservation Easement by assuring the continued and perpetual recreational use of the Property consistent with the Conservation Easement.

E. In a companion transaction of even date, Owner has granted to the District and its assignees an irrevocable offer of dedication (“Irrevocable Offer of Dedication”) of the fee interest in the Property to secure the Owner’s performance under this Covenant.

F. Owner and District have entered into an unrecorded agreement dated \_\_\_\_\_, for the development of public access and recreation infrastructure on the Property (the “Matching Grant Agreement”). A copy of the Matching Grant Agreement is on file with District.

### *Agreement*

FOR VALUABLE CONSIDERATION, Owner hereby undertakes the following obligations for the benefit of the District:

1. *The Covenant.* Owner hereby conveys to the District a recreation conservation covenant (“Covenant”) within the meaning of Restatement Third, Property (Servitudes) §1.6(1) and pursuant to the authority of Civil Code §§815 *et seq.* and the common law of California, to assure that the Property will be continuously used, maintained and operated by Owner and its

successors in interest as a public park and open space preserve in perpetuity, available to the public for low-intensity public outdoor recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein.

*2. Obligation to Provide Low-Intensity Public Outdoor Recreation and Educational Uses.*

A. Owner hereby agrees to use, operate, and maintain the Property as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve shall commence no later than three (3) years of the Effective Date of this Covenant, and shall include, at a minimum, general availability of the Property for public hiking, picnicking and nature study, from sunrise to sunset, seven days per week, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. Owner shall not engage in activities that impede public access to or public use of the Property for low-intensity outdoor public recreation and educational uses pursuant to this Covenant, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

C. A management plan has been prepared and approved pursuant to Sections 5.1.8 and 6.8 of the Conservation Easement, Owner's use, operation, and maintenance of the Property as a public park and open space preserve shall be in accordance with such management plan, or any replacement plan or permitted use request approved by District pursuant to Sections 5.4, 5.5, 6 of the Conservation Easement.

*3. Enforcement.*

A. In the event of an uncured breach by the Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for specific performance or other equitable relief; (2) institute a suit to recover damages; (3) accept the Irrevocable Offer of Dedication identified in Recital E; or (4) pursue any combination of the foregoing.

B. Prior to taking any action under Paragraph 3.A, the District shall provide Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally

describing the condition or event claimed by the District to be a breach of Owner's obligations that is either mailed or otherwise delivered by the District to Owner. The Notice shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

C. Enforcement of the obligations created by this Covenant shall be at the sole discretion of the District. Any forbearance by the District to exercise its rights under this Covenant shall not be deemed or construed to be a waiver or forfeiture by the District.

D. The actual damages incurred by the District resulting from Owner's breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District's damages shall be measured by the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, multiplied by the length of time in years, including fractions thereof, during which the breach remains uncured after Notice was given by the District, multiplied by the then-current annual interest rate for post judgment interest, provided however that:

(i) No action for liquidated damages under this Paragraph 3(D) shall be filed without the consent of the District's Board of Directors or the governing Board of any successor agency to the District; and

(ii) No liquidated damages shall be assessed during any period for which Owner's governing body has, based upon substantial evidence, declared a fiscal emergency rendering it financially unable to perform its obligations under this Covenant; and

(iii) In no case shall liquidated damages exceed \_\_\_\_\_, as adjusted for inflation from the date of recordation of this Covenant, for any single breach.

The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's Notice.

E. The remedies set forth in this Paragraph 3 are in addition to and not intended

to displace any other remedy available to either party as provided by this Covenant, the Conservation Easement, the common law or any other applicable local, state or federal law.

F. Nothing contained in this Paragraph 3 shall be construed to entitle the District to bring any action against Owner for any failure to perform resulting from causes beyond Owner's control, including, without limitation, wildfire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate a failure to perform resulting from such causes, so long as such action, to the extent that Owner has control, is designed and carried out in such a way as to further the purpose of this Covenant.

4. *Subordinate Instruments.* All instruments granting any lease or other real property interest in the Property to third parties are subject to the limitations on transfers set forth in the Conservation Easement. Any such lease or other real property interest so created by Owner and all of the rights granted thereunder shall be and shall at all times remain subject, subordinate, and inferior to the District's rights under this Covenant and the Conservation Easement. Owner's power to create such third-party estates is limited by and subordinate to the Irrevocable Offer of Dedication herein referenced and, as such, District may terminate any or all estates so created upon its acceptance of said Irrevocable Offer of Dedication.

5. *Third Party Beneficiaries.* The District and Owner do not intend and this Covenant shall not be construed to create any rights in third parties.

6. *Integration.* This writing is the final and complete expression of the agreement between the parties with respect to these matters and any and all prior or contemporaneous agreements written or oral with respect to these matters have been merged into this written instrument, other than the Conservation Easement which remains in full force and effect. This clause shall not be construed to modify or invalidate any other written agreements as between the parties hereto.

7. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if Owner is in compliance with this Covenant.

8. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the

Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," and irrevocable offers of dedication encompassed within the meaning of the phrase "unaccepted, recorded, irrevocable offers of dedication," as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

9. Effective Date. This Covenant shall be effective as of the date of its recordation in the Official Records of Sonoma County in the Offices of the Sonoma County Recorder (the "Effective Date").

IN WITNESS WHEREOF, OWNER has executed this Recreation Conservation Covenant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OWNER:

By: \_\_\_\_\_ **DO NOT SIGN** \_\_\_\_\_  
Sumona Majumdar, Chief Executive Officer, Earth Island Institute, Inc.

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: \_\_\_\_\_ **DO NOT SIGN** \_\_\_\_\_  
NAME, President of the Board of Directors

ATTEST:

By: \_\_\_\_\_ **DO NOT SIGN** \_\_\_\_\_

Noelle Francis, Deputy Clerk of the Board of Directors

**NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.**



**Exhibit A**  
**Property Legal Description**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PETALUMA, COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL B, AS SAID PARCEL B IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 423 SCOTT RANCH", RECORDED JULY 29, 2024, IN BOOK 850 OF MAPS, AT PAGES 44-47, IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY;

EXCEPTING THEREFROM THE "PARK EXTENSION CRLF CONSERVATION EASEMENT",  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SAID PARCEL B;

COMMENCING AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°56'40" EAST 637.00 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID WESTERN LINE, NORTH 00°56'40" EAST 85.00 FEET;

THENCE, LEAVING SAID WESTERN LINE, EAST 24.00 FEET;

THENCE, NORTH 53°00'00" EAST 50.00 FEET;

THENCE, NORTH 84°00'00" EAST 48.00 FEET;

THENCE, SOUTH 72°00'00" EAST 62.00 FEET;

THENCE, NORTH 46°00'00" EAST 68.00 FEET;

THENCE, SOUTH 84°00'00" EAST 82.00 FEET;

THENCE, EAST 52.00 FEET;

THENCE, NORTH 49°00'00" EAST 85.00 FEET;

THENCE, NORTH 41°00'00" EAST 79.00 FEET;

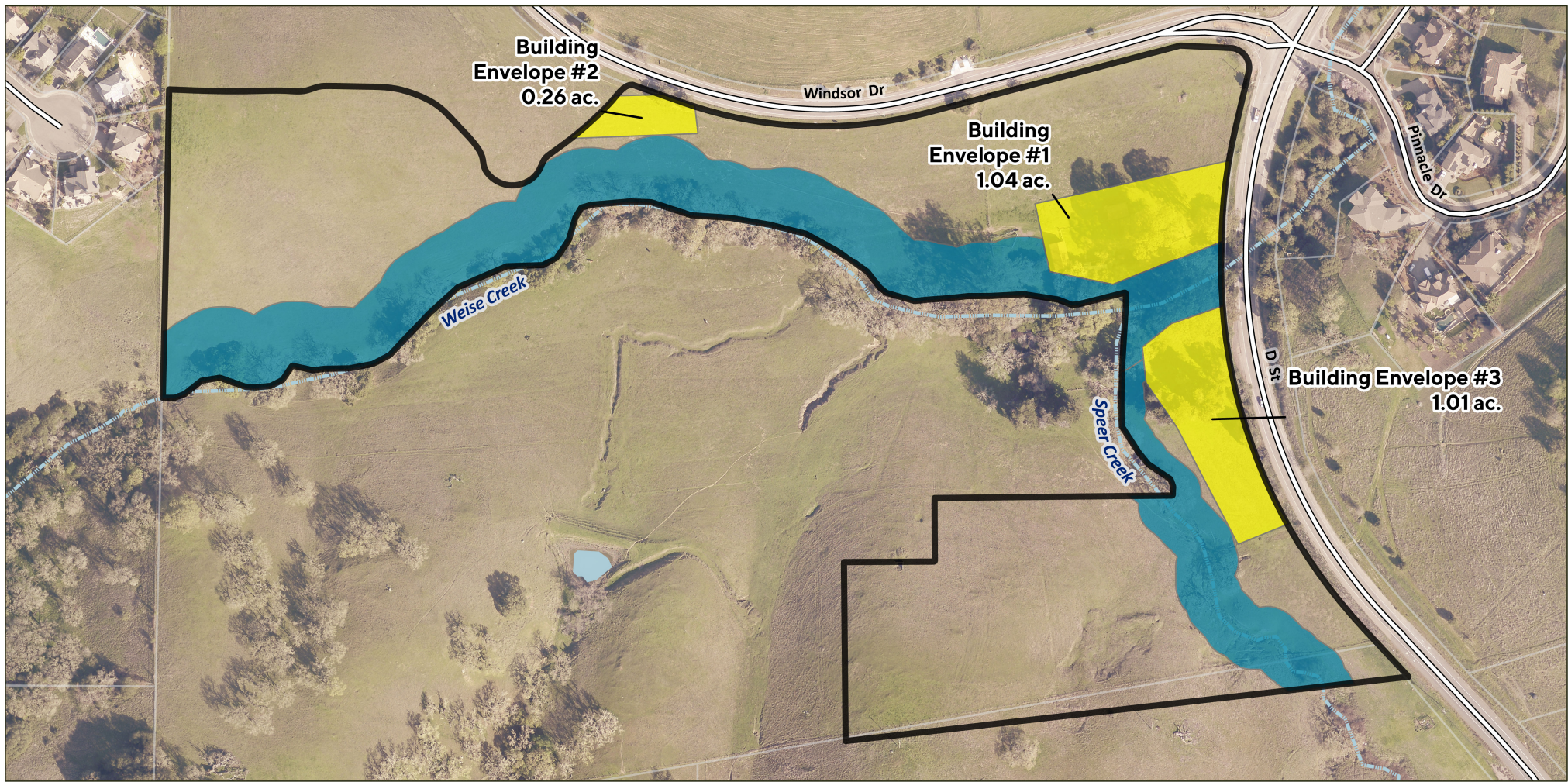
THENCE, NORTH 63°00'0 EAST 138.00 FEET;  
0"

THENCE, SOUTH 65°00'0 EAST 34.00 FEET;  
0"

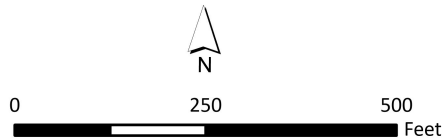
THENCE, NORTH 59°00'0 EAST 47.00 FEET;  
0"

## Exhibit 5 Project Structure Map





**AG +  
OPEN  
SPACE**  
SONOMA COUNTY



## Helen Putnam Regional Park Extension Draft Project Structure Map



## MATCHING GRANT AGREEMENT

### Helen Putnam Park Improvement

This Matching Grant Agreement (“Agreement”) dated as of <Date> (“Effective Date”) is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter “District”), a Special District formed pursuant to the California Public Resources Code, and Earth Island Institute, a California non-profit public benefit corporation, (hereinafter “Grantee”).

### RECITALS

A. *Program.* The District has a Competitive Matching Grant Program (“Program”) by which it provides funding to cities, other public agencies and non-profit organizations on a competitive basis for open space projects that are consistent with the Expenditure Plan approved by Sonoma County voters in November 2006 as part of the Sonoma County Open Space, Clean Water and Farmland Protection Measure, Measure F.

B. *Application.* Grantee submitted an application under the District’s 2018 and 2022 Program for funding toward the expansion of Helen Putnam Park, specifically for open space improvements to enable public use and access to the expanded parkland. The applications in 2018 and 2022 have been combined, with staff recommending funding for a single improvement grant in the amount of \$1,450,000.00 (“Grant Funds”). The District Board of Directors approved this Agreement on [DATE].

C. *Project.* The District, through this Program, will provide Grant Funds to Grantee for recreation development and natural resource restoration as further specified in Exhibit B (Project Description), and in accordance with the Work Plan (“Work Plan”) to be approved pursuant to Paragraph 3(a), below (hereinafter the “Project”).

D. *Property.* Grantee is the owner in fee simple of that certain real property containing approximately forty-seven and seventy-three hundredths (47.73) acres located in Sonoma County, commonly known as “Scott Ranch” designated as Sonoma County Assessor’s Parcel

Number 019-120-041 which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein by this reference. The District's grant funds (but not Grantee's match) are restricted to an approximately twenty-two and five hundredths (22.05)-acre portion of Scott Ranch, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein by this reference (the "Property").

E. *General Plan*. On February 27, 2023 the City of Petaluma's City Council adopted Resolution 2023-24 N.C.S., determining that the Project, including the intended transfer of the Property to Sonoma County Regional Parks, is consistent with the City of Petaluma's General Plan.

F. *California Environmental Quality Act*. On February 27, 2023, the City of Petaluma adopted Resolution 2023-23 N.C.S., approving an Environmental Impact Report considering the impacts of the Project and adopting a mitigation and monitoring plan for the Project

G. *Transfer of Property to Sonoma County*. After completion of the Project, Grantee plans to transfer Scott Ranch, including the Property, to the County of Sonoma for use as an extension of Helen Putnam Regional Park.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## **AGREEMENT**

1. The foregoing recitals are true and correct and are incorporated into this Agreement.

### **2. GRANT REQUIREMENTS**

a. *District Grant*. Subject to all terms and conditions herein, the District shall provide Grant Funds in the amount of \$1,450,000 to be used exclusively for eligible development and restoration costs on the Property, as described in the Work Plan to be approved by the District pursuant to *Section 3(a)*, below. No Grant Funds may be expended on operation and maintenance of the Project. The District's Grant Funds shall be expended by no later than December 13, 2027, unless an extension of time is authorized by the District General Manager, consistent with District policies.

b. *Project Completion.* Project shall be completed no later than December 13, 2027, unless an extension of time is authorized by the District General Manager, consistent with District policies.

c. *Matching Funds.* As its matching contribution to the Project, Grantee will provide \$1,450,000 ("Matching Funds") in funding toward the Project. Grantee shall describe all proposed match sources in the Work Plan prepared pursuant to *Section 3(a)*, below. Expenditures on the entirety of the 47.73 acre Scott Ranch Property may qualify towards Grantee's match, if (1) they are described in an approved Work Plan, (2) they further the restoration and conservation of the Scott Ranch Property, and (3) they are not required mitigation for the Scott Ranch development project. No more than \$725,000 (50% of the total Matching Funds) may be spent on operations and maintenance costs and no more than \$362,500 (25% of the total Matching Funds) may be spent on Project management expenses, including those associated with Project planning such as plan development, CEQA analysis and compliance, permitting, approvals, and staff costs. In the event the Project includes restoration or development, these expenses must be specifically budgeted and accounted for in the Work Plan. Matching funds shall be expended by December 13, 2027. Grantee shall be required to report Matching Funds expenditures, consistent with *Section 3(b)*, until the Matching Funds expenditures equal the Grant Funds awarded.

d. *Conservation Easement.* Grantee shall grant a conservation easement ("Conservation Easement") to the District in a form acceptable to the District and Grantee protecting the natural resources, scenic resources, and the recreational and educational value of the Property.

e. *Recreation Conservation Covenant.* Grantee shall execute a Recreation Conservation Covenant ("Recreation Covenant") in a form acceptable to the District and Grantee by which Grantee and its successors, accepts the affirmative obligation to use, operate and maintain the Property for low-intensity public outdoor recreation in perpetuity.

f. *Irrevocable Offer of Dedication.* Grantee shall execute an irrevocable offer of dedication of the fee interest in the Property in favor of the District ("Irrevocable Offer") to secure its obligations under the Recreation Covenant for the benefit of the District.

g. *Public Access.* Unless an extension of time is authorized by the District General Manager in accordance with District policies, Grantee shall have completed all planning

processes and met all regulatory requirements for completion of the Project by December 13, 2027 and shall open the Property for low-intensity public outdoor recreation consistent with the Conservation Easement within three (3) years of Effective Date of the Recreation Covenant.

h. *Operations and Maintenance.* Grantee shall use, manage, operate and maintain the Property in a manner consistent with the Conservation Easement and the Recreation Covenant. Grantee assumes all responsibility for costs of management, operation and maintenance of the Property while it owns the Property. The District shall not be liable for any Property management, operation or maintenance costs.

### 3. PROCEDURAL REQUIREMENTS

a. *Work Plan.* Prior to the disbursement of any Grant Funds and no later than ninety (90) days from the Effective Date of this Agreement, Grantee shall submit for District approval a Work Plan to implement the Project. The District's review of the Work Plan shall consider whether the Work Plan is consistent with this Agreement, the Conservation Easement, the Recreation Covenant, and the purpose of the Project, as defined by the District's Program acceptance criteria as applied to Grantee's application. Once approved by the District, the Work Plan (together with any exhibits thereto) shall be considered an addendum to of this Agreement and shall be specifically enforceable hereunder. The District's review and approval of the Work Plan is not an entitlement or permit process of any kind. The Work Plan shall include:

- (i) A detailed description of the Project, including conceptual and, if available, construction plans;
- (ii) A timeline or schedule for Project implementation, including final Project implementation date; and
- (iii) A detailed budget, describing expenditure of the District's Grant Funds as well as the Matching Funds identified to accomplish the Project.

If applicable the Work Plan should also include:

- (iv) A restoration planting success standards and planting maintenance plan; and
- (v) A corrective action plan for failure to meet restoration planting success criteria.



A sample form for the Work Plan required by this Agreement is attached hereto as Exhibit C. With prior written approval from District, Grantee may amend the Work Plan from time to time, provided that such amendments further the original purpose of the Project as defined by the District's Program acceptance criteria as applied to Grantee's application, and such amendment(s) are consistent with the Grantee's Application, this Agreement, the Conservation Easement, and the Recreation Covenant. Amendments to the Work Plan, once approved by the District, shall comprise a further addendum to this Agreement and shall be specifically enforceable hereunder.

b. *Disbursement Conditions of Grant Funds.* Except as provided in subsection (ii) below, the District shall not be obligated to disburse any Grant Funds unless and until the following conditions have been met:

- (i) The District's Board of Directors has approved funding for the Project, as evidenced by execution of this Agreement.
- (ii) Grantee has provided written evidence to the District that all permits and approvals necessary to implement the Project under applicable local, state and federal laws and regulations have been obtained. Notwithstanding the foregoing, the District may authorize disbursements of Grant Funds in an amount up to \$362,500 (25% of total matching funds noted in 2C above) to reimburse Grantee for project management expenses incurred between December 12, 2022 and the Effective Date of this Agreement.
- (iii) The Conservation Easement has been duly executed and recorded and Grantee is in compliance with the terms of the Conservation Easement.
- (iv) The Recreation Covenant has been duly executed and recorded and Grantee is in compliance with the terms of the Recreation Covenant.
- (v) A Work Plan has been approved pursuant to *Section 3* of this Agreement by the District.
- (vi) Grantee has provided required insurance coverage (as described in *Section 4(b)* of this Agreement and specified in Exhibit D.)

- (vii) Grantee has provided a current negotiated rate letter approved by a cognizant federal agency, an Indirect Cost Rate (ICR) plan, or current billing rates for Grantee's staff.
- (viii) Grantee has provided proof of compliance with the California Environmental Quality Act (CEQA), as applicable.

c. *Reimbursement Payments.* Grantee may submit reimbursement claims following District approval of the Work Plan and the Matching Grant Agreement. Grantee shall complete and submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in a form acceptable to the District containing at a minimum all the information in the sample form attached hereto as Exhibit E. Each invoice should be accompanied by a Performance Report as described in *Section 3(e)(i)*, below. The District will pay the claims of Grantee within 45 days of receipt of claims that comply with the following requirements: (i) claims must be complete and include adequate supporting documentation; (ii) claims must be only for eligible expenses as detailed in the approved Work Plan; and (iii) all claimed expenses must be demonstrated to be reasonable.

d. *Final Reimbursement.* In submission of the final request for reimbursement, Grantee shall ensure that the reimbursement claim filed with the District is labeled as final and includes photos documenting 100% implementation of the Project, attesting to Project's completion. This documentation of Project completion must be submitted as a final performance report prepared in accordance with *Section 3(e)(ii)* and shall accompany the final reimbursement request.

e. *Reporting Timeframes.*

- (i) Quarterly Performance Report. After the Work Plan is approved, Grantee shall complete and submit no less frequently than quarterly, a performance report ("Performance Report") demonstrating Grantee's progress under its approved Work Plan. The first Performance Report, consistent with the sample form provided in Exhibit F shall be submitted no later than ninety (90) days after the date the Work Plan is approved by the District. The Performance Report shall be in a form acceptable to the District's General Manager and shall include (i) a summary of the current status of the Project; (ii) a description of any

challenges and opportunities encountered within the reporting period and how the Grantee will address them; (iii) percent of the Project implemented; (iv) amount(s) and source(s) of Matching Funds expended; and (v) percent of the Grant Funds expended.

- (ii) Final Performance Report. The Final Performance Report, consistent with the sample form provided in Exhibit F shall be submitted no later than 45 days after Project completion ("Final Performance Report") demonstrating 100% implementation of the Project, including documentation that the District's Grant Funds and the Grantee's Matching Funds have been expended consistent with the terms of this Agreement, and that restoration monitoring and maintenance, if applicable, is underway. The Final Performance Report should include photos documenting; Project completion and installation of signs as required by Section 4(f).

#### 4. IMPLEMENTATION REQUIREMENTS

a. *Procurement*. In expenditure of Grant Funds for goods or services, Grantee shall comply with District's competitive procurement procedures, including those required by laws applicable to a special district created by Public Resources Code section 5500 *et seq.* Alternatively, with District consent, Grantee may use its own competitive procurement procedures, provided that such procedures provide financial protection equal to or greater than those provided by the District's competitive procurement procedures. Should Grantee desire to use its own competitive procurement procedures in lieu of District's, Grantee shall submit its procedures to District for review and approval. If District, in its sole discretion, determines that Grantee's procurement procedures are not sufficiently rigorous, District may deny the request and Grantee shall thereafter use District's procurement procedures for all transactions undertaken in connection with Grant Funds or Matching Funds. In any event, District reserves the right to reimburse Grantee for only such costs it deems commensurate with the fair market value of the goods and services supplied.

b. *Insurance*. Grantee shall maintain the insurance specified in Exhibit D attached hereto and incorporated herein by this reference.

c. *Prevailing Wage*. With respect to any portion of the Project that constitutes the performance of a "public work" within the meaning of Labor Code section 1720, Grantee shall comply, and shall require compliance by all of its contractors, with all applicable

wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

d. *ADA Requirements.* Grantee shall ensure that the Project complies with all applicable requirements of the Americans with Disabilities Act (ADA) including, without limitation, providing fully accessible public access to the Property and all facilities and programs provided thereon.

e. *Non-Discrimination.* Grantee shall comply with all applicable federal, state and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis including, without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules and regulations required by law to be included in this Agreement are incorporated herein by this reference.

f. *Signs.* Prior to Project completion, Grantee/s shall erect at least one permanent sign, or shall incorporate a statement on an existing sign on the Property acknowledging the District's financial participation in the Project. Such signs shall: (i) be made of materials that are weather resistant; (ii) be located where they are easily read by the public; (iii) include, at a minimum, the District's logo (provided by District) and if possible the following language, "This Project was funded in part through the Sonoma County Agricultural Preservation and Open Space District's Matching Grant Program;" and (iv) be consistent with the signage language in the Conservation Easement. The number, design, wording, and placement of signs shall be submitted to the District's General Manager for review and approval. The parties recognize that the content and design of the sign will require approval by Sonoma County Regional Parks, and the parties will coordinate with Sonoma County Regional Parks regarding the design and content of the sign.

## 5. PROJECT REVISIONS AND EXTENSIONS

a. *Changes to Project.* To maintain the integrity of the competitive Program, no substantive changes or alterations to the Project may be made without prior written consent of the District. As a condition of District's approval for any changes or alterations to the Project, Grantee shall amend the Work Plan as deemed reasonably necessary by the District.

b. *Project Implementation Extension.* The General Manager may grant a single extension of time of no more than two years for implementation of the Project in his or her sole discretion. The District's granting of an extension is dependent upon Grantee's ability to

demonstrate that reasonable progress on the Project has been made, that the Grantee has been compliant with all provisions of this Agreement, the Conservation Easement, and the Recreation Covenant, and that the extension will result in successful implementation of the Project within the extended timeframe.

## 6. RECORD KEEPING

a. *Records.* Grantee shall maintain all financial, procurement, accounting, licenses, insurance, and records related to the Project for no less than five (5) years after the completion of the Project.

b. *Records Access.* Upon not less than 24-hours advance notice, Grantee shall provide District with access during normal business hours to all financial, procurement, accounting, licenses, insurance, Project and Program records related to the District's grant for no less than five (5) years after completion of Project.

c. *Annual Audit.* Grantee shall annually submit to District until Project Completion an annual audited financial statement within 6 months of the Grantee's previous fiscal year end. If a Grantee does not have an audit conducted, a biennial accountant review will be accepted in lieu of an annual audit with respect to that Grantee.

d. *Accounting Requirements.* Grantee shall maintain an accounting system that is in accordance with generally accepted accounting procedures and standards, and as such:

- i. Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards.
- ii. Provides a solid audit trail, including original source documents such as contracts, purchase orders, receipts, progress payments, invoices, timecards, and evidence of payment related to the Project.
- iii. Provides accounting data so the total cost of the Project and each individual component can be readily determined.

e. *Fiscal and Project Monitoring.* The Project will be subject to compliance monitoring by the District. The monitoring may include examination of books, papers, accounts, documents or other records of Grantee as they relate to the expenditure of Grant Funds and Matching Funds.

## 7. GENERAL PROVISIONS

a. *Statutory Compliance/Living Wage Ordinance.* Grantee agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies (“Laws”), including but not limited to the County of Sonoma Living Wage Ordinance, to the extent applicable to the grant provided under this Agreement, as such Laws exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Grantee expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

b. *Access to Project Site.* The District shall have the right to enter and inspect the Project and the entirety of the 47.73 acre Scott Ranch Property, upon 24-hours’ notice to the Grantee for the purposes of ensuring compliance with this Agreement and progress of Project.

c. *Failure to Perform.* Failure by Grantee to comply with the terms of this Agreement may result in any or all of the following actions at the District’s sole discretion:

- i. If District reasonably determines that the Project will not be implemented or that the purposes of the Project will not be met within the timeframes provided herein, the District may cease all further funding and may commence and pursue all available legal remedies to recoup any and all Grant Funds disbursed to Grantee pursuant to this Agreement.
- ii. District may seek specific performance of this Agreement in a court of competent jurisdiction. Grantee hereby agrees that the public benefits sought by this Agreement exceed the dollar amount of the grant and are impracticable or extremely difficult to measure. Grantee further agrees that, in the event of a breach of this Agreement by Grantee, reimbursement of the Grant Funds, alone, would be inadequate compensation and that, in addition to damages, the District shall be entitled to injunctive relief, including specific performance, without

the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Specific performance, however, shall not be compelled if changes in circumstances have rendered such performance impossible or financially infeasible.

d. *Indemnification.* Grantee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to District, its officers, agents, and employees and to defend, indemnify, hold harmless, reimburse and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Grantee and its officers, agents, and employees, arising out of or in connection with this Agreement and/or the Project, whether or not there is concurrent negligence on the part of District, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of District. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. District shall have the right to select its own legal counsel at the expense of Grantee, subject to Grantee approval, which approval shall not be unreasonably withheld. The parties agree this indemnity clause shall not apply to claims arising exclusively out of the parties' separate rights and responsibilities under the Conservation Easement ("Easement Claims") and that all such Easement Claims shall be governed by the indemnity provisions of the Conservation Easement.

e. *Method and Place of Giving Notice, Making Submissions and Payments.* Except as otherwise expressly provided herein, any notice, invoice, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or telecopy addressed as follows:

TO DISTRICT:

General Manager  
Sonoma County Agricultural Preservation  
and Open Space District  
747 Mendocino Avenue  
Santa Rosa, CA 95401  
Telephone: (707) 565-7360

TO GRANTEE:

Executive Director  
Kelly Creek Protection Project  
722 Jefferson Street  
Petaluma, CA 94952  
jared@basound.com

f. *Assignment and Delegation.* Grantee shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until such consent is received. The District's consent to a proposed assignment or delegation may be conditioned, withheld or denied by District for any reason or no reason.

g. *Amendment.* No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement shall be binding on any of the parties.

h. *No Third-Party Beneficiaries.* Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

i. *No Waiver of Breach.* The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

j. *Merger.* This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

k. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.



l. *Survival of Terms.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion, termination, or expiration for any reason.

m. *Time of Essence.* Time is and shall be of the essence of this Agreement and every provision hereof.

n. *Counterpart; Electronic Signatures.* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § *et seq.*), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

APPROVED:

**SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE  
DISTRICT**

\_\_\_\_\_  
Misti Arias, General Manager

APPROVED:

**EARTH ISLAND INSTITUTE**

\_\_\_\_\_  
David Phillips, Board Vice President

(The above signatory hereby warrants and represents he/she is authorized to execute this document on behalf of Grantee)

Date:  \_\_\_\_\_ 

Date:  \_\_\_\_\_ 

**Exhibits**

- A. Legal Description of Property
- B. Project Description
- C. Form of Work Plan
- D. Insurance Requirements
- E. Form of Reimbursement Claim
- F. Form of Performance Report
- G. Form of Final Performance Report

**Exhibit A**  
**Legal Description of Property**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PETALUMA, COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL B, AS SAID PARCEL B IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 423 SCOTT RANCH", RECORDED JULY 29, 2024, IN BOOK 850 OF MAPS, AT PAGES 44-47, IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY;

EXCEPTING THEREFROM THE "PARK EXTENSION CRLF CONSERVATION EASEMENT", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SAID PARCEL B;

COMMENCING AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°56'40" EAST 637.00 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID WESTERN LINE, NORTH 00°56'40" EAST 85.00 FEET;

THENCE, LEAVING SAID WESTERN LINE, EAST 24.00 FEET;

THENCE, NORTH 53°00'00" EAST 50.00 FEET;

THENCE, NORTH 84°00'00" EAST 48.00 FEET;

THENCE, SOUTH 72°00'00" EAST 62.00 FEET;

THENCE, NORTH 46°00'00" EAST 68.00 FEET;

THENCE, SOUTH 84°00'00" EAST 82.00 FEET;

THENCE, EAST 52.00 FEET;

THENCE, NORTH 49°00'00" EAST 85.00 FEET;

THENCE, NORTH 41°00'00" EAST 79.00 FEET;

THENCE, NORTH 63°00'00" EAST 138.00 FEET;

Helen Putnam Extension Matching Grant Agreement

THENCE, SOUTH 65°00'00" EAST 34.00 FEET;  
THENCE, NORTH 59°00'00" EAST 47.00 FEET;  
THENCE, NORTH 25°41'16" EAST 85.00 FEET;  
THENCE, EAST 90.00 FEET;  
THENCE, NORTH 64°00'00" EAST 24.00 FEET;  
THENCE, SOUTH 83°00'00" EAST 63.00 FEET;  
THENCE, SOUTH 74°00'00" EAST 92.00 FEET;  
THENCE, SOUTH 85°00'00" EAST 104.00 FEET;  
THENCE, SOUTH 64°00'00" EAST 120.00 FEET;  
THENCE, SOUTH 43°00'00" EAST 75.00 FEET;  
THENCE, SOUTH 79°00'00" EAST 78.00 FEET;  
THENCE, SOUTH 56°00'00" EAST 30.00 FEET  
THENCE, EAST 18.00 FEET;  
THENCE, NORTH 72°00'00" EAST 42.00 FEET;  
THENCE, EAST 65.00 FEET;  
THENCE, NORTH 80°00'00" EAST 26.02 FEET;  
THENCE, SOUTH 73°00'00" EAST 72.35 FEET;  
THENCE, NORTH 68°00'00" EAST 95.00 FEET;  
THENCE, SOUTH 05°00'00" WEST 123.00 FEET;  
THENCE, SOUTH 43.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;  
THENCE, WEST 429.99 FEET;  
THENCE, NORTH 51°30'00" WEST 227.35 FEET; THENCE, WEST 320.00 FEET;  
THENCE, SOUTH 53°00'00" WEST 290.00 FEET;  
THENCE, SOUTH 79°00'00" WEST 350.00 FEET;  
THENCE, WEST 120.00 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING FROM SAID "PARK EXTENSION CRLF CONSERVATION EASEMENT" THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT HEREIN DEFINED POINT A;

THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH 77°27'48" WEST 173.38 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, NORTH 83°15'17" WEST 42.03 FEET;

THENCE, ALONG THE ARC OF A TANGENT 42.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 186°48'32", AN ARC DISTANCE OF 136.94 FEET;

THENCE, SOUTH 76°26'45" EAST 42.03 FEET;

THENCE, ALONG THE ARC OF A TANGENT 39.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 173°11'29", AN ARC DISTANCE OF 119.40 FEET TO THE **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM THE "RESIDENTIAL DEVELOPMENT CRLF CONSERVATION EASEMENT" MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SAID PARCEL B;

**BEGINNING** AT THE SOUTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°56'40" EAST 637.00 FEET;

THENCE, LEAVING SAID WESTERN LINE, EAST 120.00 FEET;

THENCE, NORTH 79°00'00" EAST 350.00 FEET;

THENCE, NORTH 53°00'00" EAST 290.00 FEET;

THENCE, EAST 320.00 FEET;

THENCE, SOUTH 51°30'00" EAST 227.35 FEET;

THENCE, EAST 429.99 FEET;

THENCE, SOUTH 70.18 FEET;

THENCE, SOUTH 34°00'00" EAST 74.00 FEET;

THENCE, SOUTH 50°00'00" EAST 53.00 FEET;

Helen Putnam Extension Matching Grant Agreement

THENCE, SOUTH 22°00'00" EAST 11 FEET;THENCE, SOUTH 10.00 FEET;  
THENCE, WEST 446.00 FEET;  
THENCE, SOUTH 120.00 FEET;  
THENCE, WEST 171.00 FEET;  
THENCE, SOUTH 299.27 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL B;  
THENCE, ALONG SAID SOUTHERN LINE, SOUTH 83°11'35" WEST 1,110.52 FEET TO THE **POINT  
OF BEGINNING.**

CONTAINING 22.05 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION

**EXHIBIT B**  
**Project Description**

**Helen Putnam Regional Park Expansion**  
**Matching Grant Improvement Project**

Context:

The Helen Putnam Regional Park Expansion proposes to develop an approximately 47-acre public park on the southwest corner of the intersection of Windsor Drive and D Street in Petaluma. The park is proposed as an extension of Helen Putnam Regional Park and will connect the existing park eastward to D Street and provide additional opportunities for outdoor public recreation. The phase 1 improvements necessary to open the Helen Putnam Regional Park Expansion lands to members of the public include the following elements:

Community Spaces MGP Project Description (Includes Community Spaces MGP and Matching Funded Activities)

1. Trail network construction (North Trail and trail from lower parking lot to the Barn Center), and installation of one pedestrian bridge crossing over Kelly Creek.
2. Construction of the main parking lot off of D Street, which will include 24 parking spaces with at least two ADA parking spaces.
3. Construction of a permanent 2-stall ADA compliant unisex restroom, with necessary City of Petaluma sewer connections.
4. Permanent erosion control for the parking lots, which will include infiltration basins with bioretention plantings.
5. Riparian Restorations and Plantings on the North Side of Kelly Creek.
6. Livestock Fencing to keep cattle out of Kelly Creek and construction of a low water cattle crossing in Kelly Creek.
7. Gully stabilization and restoration on the south side of Kelly Creek.
8. Utility connections needed in relation to the above improvements.
9. Restoration of  
the stock pond, including fencing and habitat enhancement.
10. Installation of water troughs for cattle.

**Proposed CSMPG Budget for the future lands to be encumbered by the Conservation Easement:**

**Revised February 12, 2025**

**PROJECT TIMELINE**

**PROJECT COST**

| TASK 1                              |                    |                   |             |           | AG + OPEN SPACE REQUESTED FUNDS |            | MATCH FUNDS  |        |                     |                   |            | TOTAL                         |
|-------------------------------------|--------------------|-------------------|-------------|-----------|---------------------------------|------------|--------------|--------|---------------------|-------------------|------------|-------------------------------|
| Project Administration <sup>1</sup> |                    |                   |             |           |                                 |            |              |        |                     |                   |            |                               |
| TASKS                               | DESCRIPTION        | MILESTONES        | START DATE  | END DATE  | AMOUNT                          | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS <sup>2</sup> | DATE <sup>2</sup> | % OF TOTAL | AG + OPEN SPACE FUNDS + MATCH |
| 1.1                                 | Enter description. | Enter milestones. | Start date. | End date. | \$ 0                            | 0%         | Match A.     | \$     | Choose status.      | Enter date.       | %          | \$                            |
|                                     |                    |                   |             |           |                                 |            | Match B.     | \$     | Choose status.      | Enter date.       | %          |                               |
|                                     |                    |                   |             |           |                                 |            | Match C.     | \$     | Choose status.      | Enter date.       | %          |                               |
| SUBTOTAL                            |                    |                   |             |           | \$ 0                            | 0%         |              | \$ 0   |                     |                   | %          | \$ 0                          |

| TASK 2   |                    |                   |             |           | AG + OPEN SPACE REQUESTED FUNDS |            | MATCH FUNDS  |        |                     |                   |            | TOTAL                         |
|--|--------------------|-------------------|-------------|-----------|---------------------------------|------------|--------------|--------|---------------------|-------------------|------------|-------------------------------|
| Planning, Design, Environmental Compliance & Permitting <sup>1</sup> |                    |                   |             |           |                                 |            |              |        |                     |                   |            |                               |
| TASKS  | DESCRIPTION        | MILESTONES        | START DATE  | END DATE  | AMOUNT                          | % OF TOTAL | MATCH SOURCE | AMOUNT | STATUS <sup>2</sup> | DATE <sup>2</sup> | % OF TOTAL | AG + OPEN SPACE FUNDS + MATCH |
| 2.1  | Enter description. | Enter milestones. | Start date. | End date. | \$ 0                            | 0%         | Match A.     | \$     | Choose status.      | Enter date.       | %          | \$                            |
|  |                    |                   |             |           |                                 |            | Match B.     | \$     | Choose status.      | Enter date.       | %          |                               |
|  |                    |                   |             |           |                                 |            | Match C.     | \$     | Choose status.      | Enter date.       | %          |                               |
|  | Enter description. | Enter milestones. | Start date. | End date. | \$ 0                            | 0%         | Match A.     | \$     | Choose status.      | Enter date.       | %          | \$                            |
|  |                    |                   |             |           |                                 |            | Match B.     | \$     | Choose status.      | Enter date.       | %          |                               |
|  |                    |                   |             |           |                                 |            | Match C.     | \$     | Choose status.      | Enter date.       | %          |                               |
| SUBTOTAL   |                    |                   |             |           | \$ 00                           | 0%         |              | \$0    |                     |                   | %          | \$0                           |



| TASK 3  |   |   |            |          | AG + OPEN SPACE REQUESTED FUNDS |            | MATCH FUNDS  |           |                |             |            | TOTAL                         |
|---|---|---|------------|----------|---------------------------------|------------|--------------|-----------|----------------|-------------|------------|-------------------------------|
| Project Implementation/Construction/Acquisition |   |   |            |          |                                 |            |              |           |                |             |            |                               |
| TASKS   | DESCRIPTION   | MILESTONES  | START DATE | END DATE | AMOUNT                          | % OF TOTAL | MATCH SOURCE | AMOUNT    | STATUS         | DATE        | % OF TOTAL | AG + OPEN SPACE FUNDS + MATCH |
| 3.1   | Public Access Infrastructure Construction <b>Parking Lot Construction</b>                   | -Finalize bid package<br>-Select contractor and execute contract(s)<br>-lower parking lot grading and subbase<br>-lower parking lot paving<br>-drainage installation<br>-ADA parking stalls | 4/1/25     | 9/30/26  | \$ 361,000                      | 24.9%      | Match A.     | \$        | Choose status. | Enter date. | %          | \$361,000                     |
|   |   |   |            |          |                                 |            | Match B.     | \$        | Choose status. | Enter date. | %          |                               |
|   |   |   |            |          |                                 |            | Match C.     | \$        | Choose status. | Enter date. | %          |                               |
| 3.2   | Public Access Infrastructure Construction - <b>Restroom + Sewer Connection Construction</b> | -Finalize bid package<br>-Select contractor and execute contract(s)<br>-Restroom<br>-sewer connection   | 4/1/25     | 9/30/26  | \$ 310,000                      | 21.4%      | Match A.     | \$        | Choose status. | Enter date. | %          | \$310,000                     |
|   |   |   |            |          |                                 |            | Match B.     | \$        | Choose status. | Enter date. | %          |                               |
|   |   |   |            |          |                                 |            | Match C.     | \$        | Choose status. | Enter date. | %          |                               |
| 3.3   | Public Access Infrastructure Construction - <b>Utilities Construction</b>                   | -Finalize bid package<br>-Select contractor and execute contract(s)<br>-utilities installation  | 4/1/25     | 9/30/26  | \$120,000                       | 8.3%       | Match A.     | \$        | Secured        | Enter date. | %          | \$120,000                     |
|   |   |   |            |          |                                 |            | Match B.     | \$        | Choose status. | Enter date. | %          |                               |
|   |   |   |            |          |                                 |            | Match C.     | \$        | Choose status. | Enter date. | %          |                               |
| 3.3   | Public Access Infrastructure Construction - <b>Permanent Erosion Control</b>                | -Finalize bid package<br>-Select contractor and execute contract(s)<br>-A portion of the permanent erosion control in AOS easement  | 4/1/25     | 9/30/26  | \$0                             | 0%         | KCPP Donor   | \$ 83,000 | Secured        | 7/9/24      | 5.7%       | \$ 83,000                     |
|   |   |   |            |          |                                 |            | Match B.     | \$        | Choose status. | Enter date. | %          |                               |
|   |   |   |            |          |                                 |            | Match C.     | \$        | Choose status. | Enter date. | %          |                               |
| 3.4   | Public Access Infrastructure Construction - <b>Trails Construction</b>                      | -Finalize bid package<br>-Select contractor and execute contract(s)<br>-North Trail<br>-Trail and park area paving  | 4/1/25     | 9/30/26  | \$659,000                       | 45.4%      | Match A.     | \$        | Secured        |             | %          | \$659,000                     |
|   |   |   |            |          |                                 |            | Match B.     | \$        | Choose status. | Enter date. | %          |                               |
|   |   |   |            |          |                                 |            | Match C.     | \$        | Choose status. | Enter date. | %          |                               |

|          |   |   |         |         |              |       |            |           |                |             |       |             |
|----------|---|---|---------|---------|--------------|-------|------------|-----------|----------------|-------------|-------|-------------|
| 3.5      | Public Access Infrastructure Construction - <b>Bridge Construction</b>            | -Finalize bid package<br>-Select contractor and execute contract(s)<br>-install one bridge                                      | 7/15/25 | 9/30/26 | \$           | 0%    | KCPP Donor | \$550,000 | Secured        | 7/9/24      | 37.9% | \$550,000   |
|          |   |   |         |         |              |       | Match B.   | \$        | Choose status. | Enter date. | %     |             |
|          |   |   |         |         |              |       | Match C.   | \$        | Choose status. | Enter date. | %     |             |
| 3.6      | Public Access Infrastructure Construction - <b>Fencing and Gates Installation</b> | -Finalize bid package<br>-Select contractor and execute contract(s)<br>-install split rail fencing<br>-install pedestrian gates | 6/2/25  | 9/30/26 | \$           | 0%    | KCPP Donor | \$110,000 | Secured        | 7/9/24      | 7.6%  | \$110,000   |
|          |   |   |         |         |              |       | Match B.   | \$        | Choose status. | Enter date. | %     |             |
|          |   |   |         |         |              |       | Match C.   | \$0       | Choose status. | Enter date. | %     |             |
| 3.7      | Habitat Enhancement - <b>Livestock Fencing/Wet Crossing and Creek Restoration</b> | -Finalize bid package<br>-Select contractor and execute contract(s)<br>- Wet Crossing<br>- Creek Restoration                    | 3/1/25  | 9/30/25 |              | 0%    | KCPP Donor | \$276,000 | Choose status. | 7/9/24      | 19.0% | \$267,000   |
|          |   |   |         |         |              |       | Match C.   | \$0       | Choose status. | Enter date. | %     |             |
| 3.8      | Habitat Enhancement - <b>Gully Repair</b>   | -Finalize bid package<br>-Select contractor and execute contract(s)<br>-repair east gully<br>-repair west gully                 | 3/1/25  | 9/30/25 | \$           | 10.3% | KCPP Donor | \$300,000 | Choose status. | 7/9/24      | 20.7% | \$300,000   |
|          |   |   |         |         |              |       | Match C.   | \$0       | Choose status. | Enter date. | %     |             |
|          |   |   |         |         |              |       | Match C.   | \$0       | Choose status. | Enter date. | %     |             |
| 3.9      | Habitat Enhancement - <b>Stock Pond Enhancement and Fencing</b>                   | -Finalize bid package<br>-Select contractor and execute contract(s)<br>- stock pond enhancement<br>- fencing                    | 1/6/25  | 9/30/25 | \$           | %     | KCPP Donor | \$100,000 | Secured        | 7/9/24      | 6.9%  | \$100,000   |
|          |   |   |         |         |              |       | Match C.   | \$0       | Choose status. | Enter date. | %     |             |
|          |   |   |         |         |              |       | Match C.   | \$0       | Choose status. | Enter date. | %     |             |
| 3.10     | Habitat Enhancement - <b>Water Trough Installation</b>                            | - Finalize bid package<br>-Select contractor and execute contract(s)<br>- install troughs                                       | 1/6/25  | 9/30/25 | \$           | %     | KCPP Donor | \$31,000  | Secured        | 7/9/24      | 2.1%  | \$31,000    |
|          |   |   |         |         |              |       | Match C.   | \$0       | Choose status. | Enter date. | %     |             |
|          |   |   |         |         |              |       | Match C.   | \$0       | Choose status. | Enter date. | %     |             |
| SUBTOTAL |   |   |         |         | \$ 1,450,000 | 50%   |            |           |                |             |       | \$2,900,000 |

**Exhibit C**  
**Form of Work Plan**

## **[PROJECT TITLE] WORK PLAN**

*For the Sonoma County Agricultural Preservation and Open Space District*

Applicant Organization and Project Manager Contact Information:

Location/Address:

Assessor's Parcel Number:

District Matching Grant Funding: \$

Matching Funds (as stated in the MGA): \$

Estimated Total Project Cost: \$

**PROJECT DESCRIPTION** *(This description should match the project summary that was included in the matching grant agreement)*

**SCOPE OF WORK:** Please describe what **District grant and Grantee Match funding will accomplish.** *(Include specific information about project tasks, milestones, and anticipated outcomes using the following general task titles. Add sub-tasks as needed to describe in detail the work to be completed.)*

- **Task 1:** Project Administration
- **Task 2:** Planning, Design, Environmental Compliance and Permitting
  - 2.1 Planning
  - 2.2 Design
  - 2.3 Environmental Compliance
  - 2.4 Permitting
- **Task 3:** Project Implementation/Construction *(provide detailed sub-tasks for each step of the construction component (i.e. 3.1 site preparation, 3.2 trail construction, 3.3 native plant restoration))*
- **Task 4:** Post project performance
- **Task 5:** Operations and Maintenance *(not eligible for grant \$, not to exceed 50% of total match)*

**PROJECT SCHEDULE** *(using the table below include anticipated dates of completion for the following project milestones; include any other milestones important to project implementation)*

- ✓ Finalize project plans
- ✓ Obtain necessary permits and CEQA compliance
- ✓ Send request for bids for construction
- ✓ Begin construction

- ✓ Complete construction
- ✓ Installation of signage
- ✓ Property implementation complete and property opens to the public: *(can be no more than five years from the date project was accepted into the matching grant program)*
- ✓ District funds and match fully expended: *(can be no more than five years from the date project was accepted into the matching grant program)*
- ✓ Final Performance Report submitted to the District: *(due date will be specified in the matching grant agreement)*

Using the tasks/sub-tasks in number 1 above, provide a brief narrative of the project schedule and fill out the table below with additional details.

| TASK/SUB-TASK  | DELIVERABLES | START DATE | END DATE |
|--|--------------|------------|----------|
| <b>Task 1:</b> Project Administration                                    |              |            |          |
| <b>Task 2:</b> Planning, Design, Environmental Compliance and Permitting |              |            |          |
| <b>Task 3:</b> Project Implementation/Construction                       |              |            |          |
| <b>Task 4:</b> Post project performance/Operations & Maintenance         |              |            |          |
|  |              |            |          |

#### PROJECT BUDGET

As shown in the line-item Project Budget below, the *[Applicant]* will match the District's contribution of \$\_\_\_\_\_ with \$\_\_\_\_\_ *[as identified in the matching grant agreement]* from all match sources.

## Exhibit D Insurance Requirements

### Section I – Insurance to be Maintained by insert name of recipient

insert name of recipient shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for insert time period after all funds have been disbursed.

#### 1. Workers Compensation and Employers Liability Insurance

- a. Required if insert name of recipient has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance

If Recipient currently has no employees, Recipient agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. insert name of recipient shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Recipient is responsible for any deductible or self-insured retention.
- d. insert exact name of additional insured shall be additional insureds for liability arising out of insert name of recipient's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to County, et al. as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and insert name of recipient and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

#### 3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned vehicles if recipient owns vehicles.
- c. Coverage shall apply to hired and non-owned vehicles.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance.

**4. Professional Liability Insurance** *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000.
- b. Any deductible or self-insured retention in excess of \$25,000 shall be disclosed.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance.

**5. Standards for Insurance Companies**

Insurers shall have an A.M. Best's rating of at least A:VII.

**6. Documentation**

- a. The Certificate of Insurance must include the following reference: insert project name.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. insert name of recipient agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: insert exact name and address.
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. insert name of recipient shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

insert name of recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**Section II – Insurance to be Maintained by insert name of recipient's contractors and/or consultants)**

## Exhibit E

### Form of Reimbursement Claim

|  |                 |   |                       |                         |                                |                           |
|--|-----------------|---|-----------------------|-------------------------|--------------------------------|---------------------------|
| LINE ITEM INVOICE  |                 | Reimbursement Claim for Matching Grant Funding                  |                       |                         |                                |                           |
| Organization Name  |                 | Sonoma County Agricultural Preservation and Open Space District |                       |                         |                                |                           |
| Date of Invoice  |                 |   |                       |                         |                                |                           |
| Date Range of Expenses   |                 |   |                       |                         |                                |                           |
|  |                 | Total Complete<br>to Date                                       | Prior Paid<br>to Date | This Invoice<br>Request | % of Total Complete<br>to Date | Total Complete<br>to Date |
| Item/Task  | Budgeted Amount |   |                       |                         |                                |                           |
|  |                 |   |                       | -                       |                                |                           |
|  |                 |   |                       | -                       |                                |                           |
|  |                 |   |                       | -                       |                                |                           |
|  |                 |   |                       | -                       |                                |                           |
| Total Project  | \$ -            | \$ -  | \$ -                  | \$ -                    |                                | \$ -                      |
| <i>Expand Line Item Invoice with additional Item s/Tasks if needed.</i><br><i>For any personnel costs, please provide a separate line for salary (one line) and for benefits (another line). Also provide the job title of the staff member, their hourly wage, and the number of hours spent on the task.</i> |                 |   |                       |                         |                                |                           |
| Brief Narrative of Task s Performed During the Invoice Period: <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 5px;"></div>   |                 |   |                       |                         |                                |                           |
| Attach copies of receipts. <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>  |                 |   |                       |                         |                                |                           |
| Invoice certification: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>  |                 |   |                       |                         |                                |                           |
| Approving Signature  |                 | Name and Title of Approving Signature                           |                       |                         | Date                           |                           |
|  |                 |   |                       |                         |                                |                           |
|  |                 |   |                       |                         |                                |                           |
| <i>Note: If this a final invoice, please mark it as "FINAL".</i>   |                 |   |                       |                         |                                |                           |

**EXHIBIT F.**  
**Form of Performance Report**

**[PROJECT TITLE] PERFORMANCE REPORT**

**PERFORMANCE REPORT #**

**REPORTING PERIOD:**

**Task 1: Project Administration**

*Please provide the following information for each task:*

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

**Task 2: Planning, Design, Environmental Compliance and Permitting**

*Please provide the following information for each task:*

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

**Task 3: Project Implementation/Construction**

*Please provide the following information for each task:*

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*



- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

#### **Task 4: Operations and Maintenance.**

***Please provide the following information for each task:***

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

**EXHIBIT G**  
**Form of Final Performance Report**

## EXHIBIT G

### Form of Final Performance Report

[PROJECT TITLE]

#### COMMUNITY SPACES MATCHING GRANT PROGRAM FINAL PERFORMANCE REPORT

PERFORMANCE REPORT # \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_

#### Task 1: Project Administration

*Please provide the following information for each task:*

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *In Final Work Plan on Pg. 3., Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

#### Task 2: Planning, Design, Environmental Compliance and Permitting

*Please provide the following information for each task:*

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *In Final Work Plan on Pg. 3 Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

### **Task 3: Project Implementation/Construction**

*Please provide the following information for each task:*

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *In Final Work Plan on Pg. 3, Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*

### **Task 4: Operations and Maintenance.**

*Please provide the following information for each task:*

- *Narrative description of the work completed during the reporting period and the status of the task as described in the Work Plan. Please make sure to provide specific information to support any expenditure of grant and match funds. Identify any progress or completion of milestones.*
- *Description of any challenges and/or opportunities encountered and how they will be addressed, including any changes to the anticipated schedule as described in the Work Plan.*
- *Approximate percentage of work completed*
- *In Final Work Plan on Pg. 3, Percentage of match and grant expended to date (calculated separately) to support reimbursement claims and/or match documentation*



## Acquisition Project Status Chart | Conservation Easements

## Attachment 4

|             |   |                  |               |                              |  |  |  |        |        | Agricultural Lands |   |   |        |  |  |  |        |  |  | Community Identity |   |          |  |  |  |  |  |  |  | Healthy Communities |  |  |  |  |  |  |  |  |  | Water |  |  |  |  |  |  |  |  |  | Wildlands |  |  |  |  |  |  |  |  |  | Project Evaluation |  |  |  |  |  |  |  |  |  | Initiating Project |  |  |  |  |  |  |  |  |  | Due Diligence |  |  |  |  |  |  |  |  |  | Project Structure |  |  |  |  |  |  |  |  |  | CE Negotiations |  |  |  |  |  |  |  |  |  | Appraisal Process |  |  |  |  |  |  |  |  |  | FQC |  |  |  |  |  |  |  |  |  | BOD |  |  |  |  |  |  |  |  |  | Escrow/Closing |  |  |  |  |  |  |  |  |  | Purchase Price (BOD Approved ) |  |  |  |  |  |  |  |  |  |
|-------------|---|------------------|---------------|------------------------------|--|--|--|--------|--------|--------------------|---|---|--------|--|--|--|--------|--|--|--------------------|---|----------|--|--|--|--|--|--|--|---------------------|--|--|--|--|--|--|--|--|--|-------|--|--|--|--|--|--|--|--|--|-----------|--|--|--|--|--|--|--|--|--|--------------------|--|--|--|--|--|--|--|--|--|--------------------|--|--|--|--|--|--|--|--|--|---------------|--|--|--|--|--|--|--|--|--|-------------------|--|--|--|--|--|--|--|--|--|-----------------|--|--|--|--|--|--|--|--|--|-------------------|--|--|--|--|--|--|--|--|--|-----|--|--|--|--|--|--|--|--|--|-----|--|--|--|--|--|--|--|--|--|----------------|--|--|--|--|--|--|--|--|--|--------------------------------|--|--|--|--|--|--|--|--|--|
|             | Conservation Easement Project Name          | Acreage (approx) | Sup. District | Vital Lands Initiative Goals |  |  |  | Step 1 | Step 2 |                    |   |   | Step 3 |  |  |  | Step 4 |  |  |                    | Status  | Comments |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 1           | Bavarian Lion Vineyards                     | 1,858            | 4             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Initiating Project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 2           | Berry Forest Preserve                       | 133              | 5             |                              |  |  |  |        |        | +                  | + |   |        |  |  |  |        |  |  | Initiating Project | Project Structure - development                 |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 3           | Bianchi Ranches - Two Rock                  | 633              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Draft CE in Internal Review                     |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 4           | Bucher-Russell Ranch                        | 562              | 4             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Initiating project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 5           | Crane Creek Ranch                           | 290              | 1             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Initiating project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 6           | Crawford Gulch                              | 92               | 5             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Project Structure - development                 |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 7           | Deniz Ernest & Beverly Trust                | 217              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Project Structure - development                 |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 8           | Deniz Family Farm                           | 315              | 2             |                              |  |  |  |        |        |                    |   | + |        |  |  |  |        |  |  | Negotiating CE     | Project Structure - development                 |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 9           | Diamond W Ranch                             | 849              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Negotiating CE     | Internal review of CE                           |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 10          | Gill Creek Confluence                       | 51               | 4             |                              |  |  |  | +      |        | +                  | + |   |        |  |  |  |        |  |  | Initiating Project | Initiating Project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 11          | Hendren Ranch                               | 347              | 5             |                              |  |  |  | +      |        | +                  |   |   |        |  |  |  |        |  |  | Initiating Project | Initiating Project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 12          | Ielmorini Ranch - Sonoma Mountain           | 417              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Initiating project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 13          | Limping Turkey Ranch                        | 158              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Initiating project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 14          | Little Rancheria Creek                      | 276              | 5             |                              |  |  |  |        |        |                    | + |   |        |  |  |  |        |  |  | Initiating Project | Work scheduled to begin next year               |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 15          | Lobban - Mark West Creek                    | 266              | 1             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Negotiating CE     | Initiating Project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 16          | McClelland Dairy                            | 348              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Appraisal Process  | Responding to funder appraisal comments         |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 17          | Monte Rio Redwoods Expansion                | 1,517            | 5             |                              |  |  |  |        |        |                    |   |   |        |  |  |  | +      |  |  | Approvals/Baseline | BOD scheduled for 6/3/25                        |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 18          | Peters Ranch                                | 278              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Draft CE in Internal Review                     |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 19          | Rincon Hills                                | 218              | 1             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Updating project structure/transaction          |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 20          | Rowland Mack                                | 168              | 1             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Appraisal Process  | Appraisal work underway + internal review of CE |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 21          | South Fork Gualala River                    | 299              | 5             |                              |  |  |  |        |        | +                  | + |   |        |  |  |  |        |  |  | Initiating Project | Project Structure - development                 |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 22          | South Sonoma Mountain - Grove               | 366              | 1 & 2         |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Negotiating CE     | Project Structure - development                 |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 23          | South Sonoma Mountain - Rodgers Creek North | 393              | 1 & 2         |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Negotiating CE     | Appraisal work underway + internal review of CE |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 24          | South Sonoma Mountain - Rodgers Creek South | 421              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Negotiating CE     | Appraisal work underway + internal review of CE |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 25          | South Sonoma Mountain - Skyline             | 480              | 1 & 2         |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Negotiating CE     | Appraisal work underway + internal review of CE |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 26          | Starrett Hill                               | 319              | 5             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Project Structure - development                 |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 27          | Willow Avenue Farm                          | 8                | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Negotiating CE     | Negotiating CE                                  |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| 28          | Witt Home Ranch                             | 395              | 2             |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  | Initiating Project | Initiating project                              |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |
| Total Acres |   | 11,673           |               |                              |  |  |  |        |        |                    |   |   |        |  |  |  |        |  |  |                    |   |          |  |  |  |  |  |  |  |                     |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |           |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |               |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |                 |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |                                |  |  |  |  |  |  |  |  |  |

## Acquisition Project Status Chart | Matching Grant Projects

| Matching Grant Project Name                         | Acreage (approx) | Sup. District | Vital Lands Initiative Goals |                    |                     |       | Step 2             |               |                   |                 | Step 3            |     |     | Step 4         | Step 5           | Status             | Comments   |
|---|------------------|---------------|------------------------------|--------------------|---------------------|-------|--------------------|---------------|-------------------|-----------------|-------------------|-----|-----|----------------|------------------|--------------------|--|
|   |                  |               | Agricultural Lands           | Community Identity | Healthy Communities | Water | Initiating Project | Due Diligence | Project Structure | CE Negotiations | Appraisal Process | FOC | BOD | Escrow/Closing | Implementation + |                    |  |
| A Place to Play                                     | 87               | 5             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | LOI in review, MGA drafting.   |
| AmeriCorps Trail                                    | 12               | 5             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Negotiating CE     | Implementation - CE and Rec Covenant will be recorded following trail construction   |
| Badger Park   | 20               | 4             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Letter of Intent signed, MGA in negotiation. CE in   |
| Bayer Farm Development ***                          | 6**              | 3             |                              |                    |                     |       |                    | N/A           | N/A               | N/A             | N/A               | N/A | N/A | N/A            |                  | Other              | Grant project closure due diligence.   |
| Bodega Bay Trail                                    | 178              | 5             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Letter of Intent submitted for Regional Parks Review.  |
| Colgan Creek Phase 4 MG                             | 4                | 3             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Matching Grant Agreement and CE RC in Co Co review. Next steps sharing legal docs with City. 100% construction plans   |
| Colgan Creek Phase 5                                | 4                | 3             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Pending closure of Colgan Creek Phase 4 MGA.   |
| Crane Creek Regional Trail                          | 75               | 1             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Negotiating CE     | Negotiating CE and Rec Covenant; meeting to align around Matching Grant Agreement.   |
| Denman Reach  | 2                | 2             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Negotiating CE     | MGA CE getting through internal review, Liz Co Co final review. MGA need documentation from City purchase price, closing statement and funding source.               |
| Geyserville Community Plaza                         | 1                | 4             |                              |                    |                     |       |                    |               | +                 |                 |                   |     |     |                |                  | Initiating Project | Grantee reviewing Letter of Intent approved. MGA CE RC drafting. Working on project structure.   |
| Graton Town Square                                  | 0.6              | 5             |                              |                    |                     |       |                    | +             | +                 | +               |                   |     |     |                |                  | Negotiating CE     | Grantee approved Letter of Intent and is advancing permitting and CE considerations. MGA in development.   |
| Guerneville River Park Phase 2                      | 3                | 5             |                              |                    |                     |       |                    | +             |                   |                 |                   |     |     |                |                  | Initiating Project | Reviewing Park Improvements, due diligence/title review.   |
| Helen Putnam Regional Park Extension                | 56               | 2             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Negotiating CE     | CE Negotiation underway  |
| Helen Putnam Regional Park Extension Phase 2        | 21.5             | 2             |                              |                    |                     |       |                    |               |                   |                 | N/A               |     |     |                |                  | Negotiating CE     | CE Negotiation underway  |
| Laura Fish Somersal Park                            | 36               | 4             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Letter of Intent signed. Internal review MGA and CE.   |
| Los Guilicos Master Gardeners' Demonstration        | 4.5              | 1             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Pending direction from Public Infrastructure   |
| Mark West Area Community Park                       | 1                | 4             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Completed Project  | Closed 4/5.  |
| Mark West Area Community Park Ph 2                  | 1                | 4             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Drafting MGA.  |
| Maxwell Farms                                       | 79               | 1             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Negotiating CE     | Negotiating MGA, CE Documents.   |
| Occidental Community Plaza                          | 0.7              | 5             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Pending direction from Public Infrastructure   |
| Petaluma Bounty Community Farm                      | 3                | 2             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | LOI in development.  |
| Petaluma River Park                                 | 20               | 2             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Letter of Intent signed. Legal agreements in development.  |
| River Lane***                                       | 1                | 5             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                | +                | Escrow/Closing     | Closed pending grant match and reporting due diligence.  |
| Roseland Creek Community Park - Phase 1c            | 3                | 3             |                              |                    |                     |       |                    |               |                   | +               |                   |     |     |                |                  | Negotiating CE     | Negotiating CE, Rec Covenant.  |
| Russian River Community Park                        | 3.8              | 5             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Initiating project.  |
| Sonoma Schellville Trail                            | 21               | 1             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Initiating Project | Letter of Intent under Regional Parks review. MGA drafting.  |
| Southeast Santa Rosa Greenway***                    | 49               | 1             |                              |                    |                     |       |                    |               |                   |                 |                   |     |     |                |                  | Escrow/Closing     | Closed pending due diligence including match   |
| Steamer Landing Park Development (McNear Peninsula) | 27**             | 2             |                              |                    |                     |       |                    |               | +                 |                 |                   |     |     |                |                  | Initiating Project | CE amendment and Recreation Covenant needs dev that will cover McNear as well as Steamer Landing w/Catherine in development. RC req of Steamer and McNear Amendment. |

|                              |       |   |  |  |   |  |  |  |  |  |  |  |  |  |  |  |                    |                           |
|------------------------------|-------|---|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--------------------|---------------------------|
| Tierra de Rosas Plaza        | 1     | 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Initiating Project | LOI executed. MGP drafted |
| Tom Schopflin Fields Phase 2 | 21    | 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Initiating Project | Drafting MGA and RC.      |
| Total Acres                  | 709.1 |   |  |  |   |  |  |  |  |  |  |  |  |  |  |  |                    |                           |

\* District approved a 2-year extension  
\*\* Restoration/Development Project on previous acquisition.  
\*\*\* District approved 5-year extension (MGP 2 year, fire 3 year)  
+ indicates change in phase since last update (October 2023)

Out of Program (funding request withdrawn)

|                                      |    |   |  |  |   |                      |  |  |  |  |  |  |  |  |  |  |                        |  |
|--------------------------------------|----|---|--|--|---|----------------------|--|--|--|--|--|--|--|--|--|--|------------------------|--|
| SMART Pathway - Payran to Southpoint | 14 | 2 |  |  |  | Healthy Comm unities |  |  |  |  |  |  |  |  |  |  | Out of Program (other) | Funding request withdrwan by SMART 7/10/2023 |
|--------------------------------------|----|---|--|--|---|----------------------|--|--|--|--|--|--|--|--|--|--|------------------------|--|

## Acquisition Project Status Chart | Transfers

[illegible]