

**SONOMA COUNTY OPEN SPACE
FISCAL OVERSIGHT COMMISSION**

COMMISSIONERS

Mike Sangiacomo (Sonoma)
Todd Mendoza (Petaluma)
Regina De La Cruz (Rohnert Park)

Bob Anderson (Healdsburg)
Eric Koenigshofer (Occidental)
Jeff Owen (Alternate)

Regular Meeting
747 Mendocino Avenue – Suite 100, Santa Rosa, CA 95401
September 20, 2018 5:00 pm

AGENDA

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/Communication.**
6. **Approval of Commission Minutes.**
Minutes of July 19, 2018 [Attachment 1]
7. **Financial Report.**
Consolidated Financial Statements – July 2019 [Attachment 2]
8. **Ad Hoc Committee Reports.**
Annual Report/Audit Report Review (Anderson, Owen)
Matching Grant Program (Koenigshofer/Owen)
Stewardship Reserve and Finances (Mendoza, Sangiacomo)
Real Estate Options (Mendoza/Owen)
Fire Recovery Review (Anderson/Koenigshofer)

9. **Mark West Properties Transfer**

Initial Public Access Operation and Maintenance.

[Attachment 3]

Additional supporting documents will be provided at the meeting.

- Mark West Transfer and Funding Request Staff Report
- Conservation Easement
 - Exhibit A (Legal Description)
 - Exhibit B (Project Structure Map)
- Recreation Covenant
 - Exhibit A (Legal Description)
 - Exhibit B (Irrevocable Offer of Dedication)

10. **Closed Session.**

Conference with Real Property Negotiator

[Attachment 4]

Mark West Properties Transfer

Cresta 1 APNs: 079-090-008, 079-090-016

Cresta 2 APNs: 079-090-0013, 079-090-014

McCullough 1 APNs: 028-060-062, 028-060-063, 028-070-036, 028-060-047, 028-060-048, 028-060-053, 028-060-054, 028-060-056

McCullough 2 APNs: 028-060-064, -066 & -067

Wendle APN: 028-060-058

Owner: Sonoma County Agricultural Preservation and Open Space District

Negotiating Parties:

Owner/District Representative: William J. Keene, General Manager

Sonoma County Regional Parks: Bert Whitaker, Director

Under Negotiation

Transfer of interests in real property by the Open Space District. The Commission will give instruction to its negotiator(s) on the price. (*Government Code Section 54956.8*)

11. **Report on Closed Session.**

12. **Suggested Next Meeting.** October 4, 2018

13. **Adjournment.**

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on the District's website at sonomaopenspace.org. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are 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/Committee after distribution of the agenda packet are available for public inspection at the District office at 747 Mendocino Avenue, Santa Rosa, CA during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact Sue Jackson at 707-565-7346, as soon as possible to ensure arrangements for accommodation.

**SONOMA COUNTY OPEN SPACE
FISCAL OVERSIGHT COMMISSION**

COMMISSIONERS

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Bob Anderson (Healdsburg)
Eric Koenigshofer (Occidental)
Jeff Owen (Alternate)

UNAPPROVED

Minutes for the Meeting of July 19, 2018

Commissioners Present: Eric Koenigshofer (Chair Pro Tem), Bob Anderson, Jeff Owen (Alternate)

Staff Present: Bill Keene, General Manager; Mary Dodge, Administrative and Fiscal Services Manager; Misti Arias, Program Manager – Acquisition; Sara Press, Land Acquisition Associate, Jennifer Kuszmar, Associate Planning - Matching Grant Coordinator, Lisa A. Pheatt, Counsel; Sue Jackson, Deputy Clerk.

Also Present: Bert Whitaker, Director, Sonoma County Regional Parks; Howard Levy, Ward Levy Appraisal Associates; Dana Burwell - Appraiser

1. **Call to Order.**
Commissioner Koenigshofer called the meeting to order at 5:05p.m.
2. **Agenda Items to be Held or Taken Out of Order; Off Agenda Items.**
There were none.
3. **General Announcements Not Requiring Deliberation or Decision.**
There were none.
4. **Public Comment.**
There was none.
5. **Correspondence/Communication.**
There was none.

6. **Approval of Minutes.**

On a motion by Commissioner Anderson and second by Alternate Commissioner Owen, the May 3, 2018 minutes were approved as submitted.

7. **Financial Report.**

Mary Dodge reviewed the Consolidated Financial Statements for April 2018 and May 2018.

8. **Ad Hoc Committee Reports.**

- Annual Report/Audit Review (Anderson/Owen) – Nothing to report
- Matching Grant Program (Koenigshofer/Owen) – Nothing to report
- Stewardship Reserve and Finances (Mendoza/ Sangiacomo) – Nothing to report
- Real Estate Options (Mendoza/Owen) – Nothing to report
- Fire Recovery Review (Anderson/Koenigshofer) – Nothing to report

9. **“Possibilities & Challenges”**

Bert Whitaker presented an overview of the challenges faced by Regional Parks to provide essential maintenance and stewardship of the County’s parks, many of which have been part of the park network for several decades or longer, and are in need of repairs and replacement. Mr. Whitaker reviewed Regional Parks revenue sources, including reductions in funding, the potential for future funding from the Federated Indians of Graton Rancheria, as well as the success of the Parks Membership program. He concluded with a review of the Board-approved November 2018 ballot measure that, if approved by voters, would go into effect in April 2019 and provide dedicated funds for both the county and city parks in Sonoma County.

10. **Closed Session.**

The Commission adjourned to Closed Session at 5:55 p.m.

11. **Report on Closed Session.**

The Commission reconvened to Open Session at 7:45 p.m. and reported the following:

Donnell Ranch Property

Resolution 2018-005

On a motion by Commissioner Anderson and second by Alternate Commissioner Owen, the Commission determined that the acquisition price for the purchase of a conservation easement over the Donnell Ranch property does not exceed fair market value.

Graton Community Park

Resolution 2018-006

On a motion by Commissioner Anderson and second by Alternate Commissioner Owen, the Commission determined that the District is not paying more or receiving less than the fair market value of the interests received in connection with the Graton Community Park Matching Grant Project.

River Lane

Resolution 2018-007

On a motion by Commissioner Anderson and second by Alternate Commissioner Owen, the Commission determined that the District is not paying more or receiving less than the fair market value of the interests received in connection with the River Land Matching Grant Project.

12. **Suggested Next Meeting.** August 2, 2018

13. **Adjournment.**

The meeting was adjourned at 7:53 p.m.

Respectfully submitted,

Sue Jackson
Deputy Clerk

Sonoma County Agricultural Preservation and Open Space District
Consolidated Balance Sheet - District and OSSTA Funds
July 31, 2018

Assets

Cash and Investments	\$63,045,067
Accounts Receivable	1,788,484
Prepaid Expenditures	
Other Current Assets	77,860
Intergovernmental Receivables	186,314
Total Assets	<u><u>\$65,097,725</u></u>

Liabilities and Fund Balance

Current Payables	\$155,877
Customer Deposits	32,288
Deferred Revenue	10,000
Long-Term Liabilities	30,000
Total Liabilities	<u><u>228,165</u></u>

Fund Balance

Nonspendable - Prepaid Expenditures	
Restricted - District Activities	64,869,560
Total Fund Balance	<u><u>64,869,560</u></u>
Total Liabilities and Fund Balance	<u><u>\$65,097,725</u></u>

Cash by Fund

OSSTA - Measure F	\$55,356,733
Open Space District	1,004,590
Fiscal Oversight Commission	13,093
Stewardship Reserve*	
Cooley Reserve	149,068
Operations and Maintenance	6,521,583
Total Cash by Fund	<u><u>\$63,045,067</u></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 recommended a funding strategy of using the seven year shortened bond term of \$7.5 million in debt service to fund the Stewardship Reserve beginning in FY2024-25. FOC Minute Order #13 dated May 14, 2015 reflects this recommendation.

Sonoma County Agricultural Preservation and Open Space District
Consolidated District and OSSTA Budget to Actual
For the eleven months ended July 31, 2018
8% of Year Complete

	Budget	Actual	Encumbrances	Remaining	% of budget
	Final	Year to Date	Year to Date	Balance	Remaining
Revenues					
Tax Revenue	\$23,043,630			\$23,043,630	100.00%
Intergovernmental	5,500,000			5,500,000	100.00%
Use of Money & Prop	390,000	360,543		29,457	7.55%
Miscellaneous Revenues	4,585,000			4,585,000	
Other Financing Sources	1,465,490			1,465,490	100.00%
Total Revenues	34,984,120	360,543		34,623,577	98.97%
Expenditures					
Salaries and Benefits	4,394,633	167,057		4,227,576	96.20%
Services and Supplies	9,139,946	54,533	\$3,018,265	6,067,148	66.38%
Other Charges	5,243,069		1,342,624	3,900,445	74.39%
Capital Expenditures	35,139,669		262,169	34,877,500	99.25%
Other Financing Uses	8,938,459	637,417		8,301,042	92.87%
Total Expenditures	62,855,776	859,007	4,623,058	57,373,711	91.28%
Net Earnings (Cost)	(\$27,871,656)	(498,464)	(\$4,623,058)	(\$22,750,134)	
Beginning fund balance		65,368,024			
Ending Fund Balance		\$64,869,560			

Note: Due to the slowness of payment by the BOE no sales tax is recorded for July in FY17-18 or FY18-19.



DATE: September 12, 2018 (Meeting September 20, 2018)

TO: Fiscal Oversight Commissioners

FROM: Stuart Martin, Land Acquisition Specialist

SUBJECT: Mark West Transfer and Funding request

Summary

The conveyance that is now before the Commission is the transfer of the District's fee interest in the Cresta 1 property (APNs 079-090-008, 079-090-016), the Cresta 2 property (APNs 079-090-0013, 079-090-014), the McCullough 1 property (APNs 028-060-062, 028-060-063, 028-070-036, 028-060-047, 028-060-048, 028-060-053, 028-060-054, 028-060-056), the McCullough 2 property (APNs 028-060-064, -066 & -067), and the Wendle property (APN 028-060-058) to the County of Sonoma ("County"). These properties, along with the Cresta 3 property (collectively "the Mark West Properties") will comprise the Mark West Creek Regional Park and Open Space Preserve ("Preserve"). In exchange for fee title, the County will convey to the District one conservation easement over the entirety of the Mark West Properties, which will generally restrict use to natural resource preservation and public outdoor recreation; and convey a recreation conservation covenant, which will ensure that the Preserve remains open to the public for low-intensity outdoor recreation in perpetuity. The District and the County will also enter into a Transfer Agreement which outlines the responsibilities of both parties, including the funding of initial public access and operations and maintenance. The transfer will occur in the same escrow with the fee acquisition of the Cresta 3 property on or before November 26, 2018. The transfer of the fee title will be discussed in closed session tonight.

Background

The Preserve will comprise 1,192-acres, and consists of the following properties:

Table 1
Mark West Property Acquisitions

Property	Acres	Acquisition Date	District Funds	Other Funding
McCullough I CE*	285	2002	\$2,898,500	
Cresta 1 fee	340	2007	\$3,060,000	
McCullough I fee	461	2009	\$8,463,000	
Cresta II	21.5	2014	\$170,000	\$150,000
McCullough 2	275.5	2018	\$5,350,000	\$160,000
Wendle	47.14	2018	\$1,485,000	\$160,000
Cresta 3	46.43	2018	\$1,700,000	
Total	1191.73		\$23,126,500	\$470,000

Transfer Agreement

As part of the transfer, the District and Regional Parks will enter into a Transfer Agreement, which provides that:

- The District will fund and Regional Parks will complete certain work identified in a Work Plan. This work includes replacing the vehicular bridge over Porter Creek.
- Regional Parks will open the property to the general public within five years.
- The District will provide \$1,894,756, on a reimbursement basis, for providing initial public access and for operation and maintenance activities on all the properties, as explained below.

Initial Public Access and Operations and Maintenance Policy and Fund Status

Upon a Majority vote of the Board of Directors, and in accordance with the District's Measure F Expenditure Plan and its Initial Public Access, Operation and Maintenance Policy ("IPA/O&M"), the District may expend up to 10% of its sales tax revenue on initial public access, operation and maintenance. As of June 30, 2018, the District had an estimated \$6,490,012 available in this fund. In addition to the existing reserve, the District will record 10% of annual open space tax revenue each year (annual average estimate is over \$2M) into this fund, as outlined below. Multi-year agreements are encumbered on a per year basis. Funds for future years are considered as committed.

Beginning fund balance as of June 30, 2018	\$6,490,012
Budgeted 10% of FY 2018-19 Sales Tax revenues	\$2,304,363
Expenditures budgeted for FY 2017-18	\$(2,877,500)
Encumbered funds as of July 1, 2018	\$(290,416)
Estimated IPA/O+M Request for future park	\$(1,894,756)
Committed Funds as of July 1, 2018	<u>\$(1,185,745)</u>
Projected Ending Fund Balance as of June 30, 2019	<u><u>\$2,545,958</u></u>

In addition, the District anticipates requests from Parks for Carrington Ranch and from the Wildlands Conservancy for the Estero Americano property this fiscal year (2018-19).

Funding Request and Recommendation

As outlined in the attached spreadsheet, Regional Parks has requested \$1,894,756 in total funds related to the County's acceptance of fee title of the properties which includes \$1,450,900 in Initial Public Access funds, and \$443,856 in Operations and Maintenance funds. The District is recommending granting these funds for the activities as described below, on a reimbursement basis, to be spent within three years of the transfer.

The County has requested District funding for a new bridge across Porter Creek to serve the main entrance to the park. This type of improvement is not a qualified expenditure pursuant to the District's IPA/O&M policy except in extraordinary circumstances. District staff have found that this request meets the criteria for an extraordinary circumstance because the existing bridge is not suitable for continued safe use. The bridge provides the only access over Porter Creek to the existing infrastructure and to the public staging area. Therefore, construction of the new bridge is necessary to provide Initial Public Access of the Park and Preserve. The cost of the bridge is included in the total IPAOM funding amount above. District staff is recommending that the Board of Directors approve this funding.

To summarize, the District is recommending **\$1,894,756** in funding to Regional Parks as outlined in the attached tables.

Next Steps

District staff will bring the proposed property transfer and funding request to the Board of Directors on October 9, 2018 for consideration, including the proposed conservation easement, recreation covenant and transfer agreement.

**DEED AND AGREEMENT
BY AND BETWEEN
THE COUNTY OF SONOMA
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS**

THE COUNTY OF SONOMA ("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 certain parcels of real property located in Sonoma County northeast of Santa Rosa, 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 fund its operations. The purpose for the creation of DISTRICT and the imposition of the tax was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers consistent with a voter-approved Expenditure Plan. The DISTRICT was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 *et seq.*, and to advance the implementation of the open space elements of their respective general plans. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax and an update of the Expenditure Plan.
- C. The 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.
- D. On _____, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. _____, that the acquisition of a conservation easement in the Property was consistent with the Sonoma County General Plan (specifically the Plan's Land Use and Open Space and Resource Conservation Elements) because it preserves important biotic resource areas and scenic features with consistent uses and intensities;

protects and enhances the county's natural habitats and diverse plant and animal communities; and contributes to the establishment of a countywide park and trail system that meets future recreational needs of the county's residents. By that same resolution, the DISTRICT's Board of Directors determined that the acquisition of the conservation easement is consistent with the voter-approved Expenditure Plan.

E. DISTRICT possesses the ability and intent to enforce the terms of this Easement.

F. GRANTOR agrees that the Property will become the Mark West Creek Regional Park and Open Space Preserve which will, consist of the Cresta 1 property (APN 079-090-008, 079-090-016) (the "Cresta 1 Property"), Cresta 2 property (APN 079-090-0013, 079-090-014) (the "Cresta 2 Property"), Cresta 3 property (APN 079-090-015) (the "Cresta 3 Property"), the McCullough 1 property (APNs 028-060-062, 028-060-063, 028-070-036, 028-060-047, 028-060-048, 028-060-053, 028-060-054, 028-060-056) (the "McCullough 1 Property"), the McCullough 2 property (APNs 028-060-064, -066 & -067) (the "McCullough 2 Property") the Wendle property (APN 028-060-058) (the Wendle property") and the Cresta 3 property (APN 079-090-015) (the "Cresta 3 Property").

G. In an agreement of even date entitled "Recreation Conservation Covenant" recorded contemporaneously with this Easement, 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.

H. DISTRICT holds a conservation easement over a portion of the McCullough 1 Property, entitled "Deed and Agreement By and Between the John McCullough and Martha McCullough Trust and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement," recorded on August 22, 2002 in the Sonoma County Official Records as Document No. 2002126087 ("McCullough Easement"). DISTRICT desires to amend, replace, and supersede the McCullough Easement with this Conservation Easement (1) to enhance natural resource protections; (2) to clarify permitted natural resource management and recreation and education uses; and (3) to clarify the procedural provisions of the easement. This Conservation Easement provides protections equal to or greater than those provided by the McCullough Easement and supersedes the McCullough Easement in conformance with the requirements of California Public Resources Code 5540.

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 to 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 Property is located in the Mark West Creek watershed, a sub-watershed of the Russian River containing important natural resources and intact endangered species habitats and watershed lands. Critical resources on the Property (collectively “the Conservation Values”) include scenic and open space resources, natural resources, habitat connectivity and recreational and educational resources. These resources include, but are not limited to, the following:

2.1 Scenic and Open Space Resources. The Property is part of the natural hillside and mountain range landscapes surrounding the Santa Rosa Plain, contributing to the scenic backdrop and creating unified natural landscape views from the Santa Rosa Plain and the Mark West Corridor along Porter Creek Road, a County designated Scenic Corridor. In addition, there are important scenic and open space views and view sheds within the Property, including panoramic views of the Santa Rosa Plain, and dramatic views of adjacent mountain range landscapes, including Mount St. Helena.

2.2 Natural Resources. Property consists of significant natural resources, including grasslands, woodlands and forestlands, important watershed, water storage and floodplain resources, and critical intact stream, creek, and riparian habitats. The physical and ecological processes and landscape features of these resources support long term functional habitats spanning more than three miles of intact portions of Mark West, Porter and Mill Creeks, which converge within the Park. The Property is within a District-designated Core Coniferous Forest and Core Oak Woodland, and also within a District-identified Species Rich Area for wildlife. In combination, these varied and intact terrestrial and aquatic habitats support diverse wildlife communities, including critical habitat for federally listed endangered steelhead and salmon species. This Conservation Easement intends to protect these special-status species and critical habitats, as well as surface waters and subsurface groundwater basin resources.

2.3 Habitat Connectivity. The Property is part of a connected mosaic of publicly and privately protected natural lands managed for their conservation values. It provides habitat connectivity and wildlife passage through intact native landscapes, creating essential wildlife corridors and linkages. In combination with the protected lands to the north, the Property would create a contiguous 4,500 acre corridor linking the Mayacamas to Mark West Creek and its tributaries, strengthening landscape-level regional

conservation, expanding protected habitat for plants and wildlife, and potentially providing for adaptation to climate change.

2.4 Recreational and Educational Resources. The Property provides several unique opportunities for public access and low intensity public recreation, as well as environmental education, and opportunities for enjoyment of the natural features and natural history of the area. The Property connects with trails in the adjacent protected lands to the north and eventually throughout the region. Given its rich natural resources and its high elevations, the Property provides recreational and educational opportunities for residents and visitors to experience the natural environment and spectacular views of Sonoma County and the greater Bay Area. In addition, both the 1989 and the 2020 Sonoma County General Plans identify a park at this location.

3. Conservation Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2. This purpose shall hereinafter be referred to as “the Conservation Purpose of this Easement.” GRANTOR and DISTRICT intend that this Easement will constrain development and confine the use of the Property to uses that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTOR and DISTRICT intend that all Conservation Values of the Property will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: (i) first priority shall be given to preservation and protection of natural resources, including habitat connectivity; (ii) next preservation and protection of scenic and open space resources; and (iii) finally recreational and educational uses.

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. DISTRICT shall have the right to preserve, protect and document in perpetuity the Conservation Values of the Property.

4.2 Property Inspections. DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, and (iv) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week’s prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR’s use and quiet enjoyment of the Property pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, but shall not necessarily be limited to a single physical entry during a

single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT's General Manager have a reasonable belief that GRANTOR is in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours' prior notice to GRANTOR, to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT.

4.3 Enforcement. DISTRICT shall have the right to enforce the rights herein granted and 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.

4.4 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 5.1.8.

4.5 Approval of Certain Uses. DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 and Section 6.

4.6 DISTRICT Signage. DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR, 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 wording and design of the sign or marker shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor be artificially illuminated. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

PART THREE: RESTRICTIONS ON DEVELOPMENT, USE AND ACTIVITIES

5. GRANTOR's Reserved and 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 allowed activities and uses, (ii) establishes specific prohibited activities and uses, and (iii) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.

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, 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 of the Property due to foreseeable acts or omissions of third parties. Without limiting the generality of the foregoing, GRANTOR shall remove garbage or materials dumped on the Property by third parties.

5.1.6 Project Structure Map and Areas. The Project Structure Map, attached hereto as Exhibit B and incorporated herein by this reference (the “Project Structure Map”), identifies and designates several types of areas of the Property within which particular uses are permitted. These areas are likewise depicted on the Baseline Documentation Report Site Map (the “Baseline Site Map”), as identified in Section 9. The areas are referred to in this Easement as follows:

- a) Primary Building Envelope;
- b) Secondary Building Envelope;
- c) Limited Park Development Area;
- d) Riparian Protection Areas;
- e) Trail Camping Areas;
- f) Picnic Area; and
- g) North Trail Staging Area

5.1.7 Notice and Approval Procedures. Whenever in this Section 5, prior notice to or approval by DISTRICT is required, such notice shall be given or approval shall be obtained in accordance with Section 6 of this Easement.

5.1.8 Revenue Generation. Any revenue that GRANTOR generates from activities and uses on the Property shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and/or towards the costs of permitted educational or recreational uses or programs that take place on the Property.

5.1.9 Master Plan. Within five (5) years of the date of recordation of this Easement or prior to any recreational development or resource management activities undertaken pursuant to Sections 5.5.1 through 5.5.6, whichever occurs first, GRANTOR shall develop and submit to the DISTRICT, for the DISTRICT's review and approval, a long-term comprehensive plan for the Property, referred to as a Master Plan (the "Master Plan"), which shall be consistent with the terms and conditions of this Easement. The Master Plan will focus on best management practices to assure that all activities and uses are conducted in a manner that is beneficial to the Conservation Values of the Property. As a part of the development of the Master Plan, GRANTOR shall conduct an assessment of the existing roads and trails on the Property with recommendations for future use, maintenance, and/or restoration of these roads and trails.

The Master Plan and future updates and amendments will be subject to review and approval by DISTRICT in accordance with Section 6 of this Easement. DISTRICT's review and approval of the Master Plan shall be based solely on the Master Plan's consistency with the terms, conditions and Conservation Purpose of this Easement and does not constitute issuance of entitlements to engage in or undertake a particular use or activity described in the Master Plan.

The Master Plan shall not be implemented on the Property until it is approved in writing by the DISTRICT. Once the Master Plan is approved by DISTRICT, uses and improvements described in that approved Master Plan, and all development necessary to implement those described uses and improvements, shall be deemed to be consistent with the Conservation Purpose of this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT. All such uses and improvements shall be undertaken in accordance with the terms and conditions of this Easement and in compliance with all applicable laws and regulations.

5.2 Land Uses. GRANTOR shall restrict use of the Property solely to natural resource preservation and protection, scenic and open space protection, and recreational and educational uses as defined in this Section 5.2. Residential, commercial, or industrial use on the Property is prohibited except as expressly set forth in Section 5.2.3 and 5.2.4. All other uses are prohibited.

5.2.1 Natural Resource Preservation, Protection, Restoration and Enhancement. GRANTOR may protect, preserve, restore and enhance the natural resources of the Property in accordance with scientifically sound, generally accepted conservation practices and the provisions of Section 5.4 and 5.5.

5.2.1.1 Environmental Mitigation. Mitigation projects and mitigation funding may be used to restore and enhance Conservation Values, to mitigate for impacts due to on-site permitted uses, and as otherwise permitted by administrative policies adopted by DISTRICT.

5.2.2 Recreational and Educational Use. Except as provided by Section 5.2.2.1, GRANTOR may make the Property available to the public for low-intensity outdoor recreation and education, including, hiking, bicycling, horseback riding, picnicking, nature study and public educational programs, and other such uses similar in nature and intensity. GRANTOR may also make the property available for camping within the Primary Building Envelope and the Trail Camp Areas consistent with Section 5.4.3 of this Easement. All overnight use of the property shall be limited to the Primary Building Envelope and the Trail Camp Areas, except for GRANTOR may conduct guided nighttime programs on trails and guided overnight programs within the Picnic Area no more than twelve (12) nights per year. All public outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource preservation and protection and the particular management needs associated with ensuring the promotion of wildlife movement and passage. No outdoor sound amplification of any form is allowed except associated with special events as provided for in section 5.2.2.2 of this Easement..

5.2.2.1 Limitations on Access and Use in Riparian Protection Areas. No public access or recreational uses are allowed in the Riparian Protection Areas except on trails and viewpoints as shown on the Project Structure Map and the Baseline Site Map. Other allowed uses in the Riparian Protection Areas are restricted to scientific study, natural resource conservation, restoration, and docent-led educational outings authorized by GRANTOR.

5.2.2.2 Public Recreational and Educational Special Events. Public recreational and educational special events over 50 participants, such as non-motorized trail race events, shall be allowed up to six (6) times per year subject to prior District approval. Any such event shall not exceed 250 participants per event, and shall not result in any permanent alteration of the Property or have any detrimental impact on the natural resources of the Property. Public recreational and educational special events open to less than 50 participants may occur as frequently as desired. All Public Recreational and educational special events, regardless of size, shall take place within the Primary Building Envelope, except as such events may make use of designated trails. Trail use may only occur during daylight hours. GRANTOR may use amplified sound associated with permitted special events during daylight hours in the Primary Building Envelope with prior written District approval. In addition, GRANTOR may host up to six (6) daytime events within the Picnic Area per year provided that such events do not exceed 50 participants. GRANTOR shall provide DISTRICT with prior written notice of all such use of the Picnic Area and of all special events with over 50 participants.

5.2.3 Residential Use. GRANTOR reserves the right for a ranger, land manager, or caretaker to reside on the Property in accordance with Section 5.4.2.

5.2.4 Commercial. GRANTOR may not use the Property for commercial uses except as follows:

a) Recreation and Education. GRANTOR may charge reasonable fees for permitted recreational and educational uses in accordance with Section 5.2.2.

b) Special Events. GRANTOR may collect reasonable fees for special events held in accordance with Section 5.2.2.2.

c) Leases and Rentals.

i. GRANTOR may charge for licenses or leases that facilitate permitted recreational and educational uses, provided that licensees or tenants of GRANTOR shall not charge for access to the Property or participation in activities or events hosted at the Property without prior written approval from the District, which may be conditioned on reasonable limits to ensure the accessibility of such programs to the community.

ii. GRANTOR may charge for licenses or leases for grazing for vegetation management and fire management in accordance with Sections 5.5.1 and 5.5.5.

d) Ancillary. Subject to DISTRICT approval, GRANTOR may undertake other minor recreational and educational commercial uses found to be consistent with Conservation Values of this Easement.

5.3 Subdivision and Parcels. At the time of recordation of this Easement, the Property may consist of more than one legal parcel. Notwithstanding the potential existence of multiple underlying parcels, the Property, in its entirety shall always remain under one common ownership, and GRANTOR shall not place or convey any portion of the Property into ownership separate from the whole of the Property, except as expressly provided in Subsection 5.3.1. GRANTOR shall not divide the Property, whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act or otherwise, of additional parcels which may have previously been created on the Property by prior patent or deed conveyances, subdivisions, or surveys.

5.3.1 Exceptions. This prohibition against division of the Property shall be inapplicable to the conveyance to a government or non-profit entity. Subject to prior written approval from the DISTRICT, GRANTOR may voluntarily convey a

portion of the Property to a government or non-profit entity exclusively for conservation or public access purposes.

5.3.2 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 rights to recognition of such historic parcels, whether through certificate of compliance under the Subdivision Map Act or otherwise.

5.3.3 Merger. Simultaneously with this Easement, GRANTOR shall record pursuant to the Subdivision Map Act and local ordinance a merger of all existing parcels or claimed parcels of the Property into a single legal parcel. If the parcels cannot be merged because of their lack of contiguity, grant funding agreements, zoning, or for any other reason, GRANTOR shall pursue and secure such other applicable legal restrictions as is necessary to ensure that no portion of the Property may be sold or conveyed separate from the Property as a whole.

5.4 Structures and Improvements. Consistent with the Master Plan adopted pursuant to Section 5.1.9 of this Easement, GRANTOR may repair, replace, construct, place and maintain structures and improvements on the Property only as provided below. All structures and improvements shall be designed, located, and constructed in a manner that protects sensitive natural resources, including creek, riparian and flood plain resources. Except as provided in Section 5.4.2 and Section 5.4.3, all structures and other improvements allowed by Sections 5.4.1 through 5.4.4, whether existing at the time this Easement is recorded or placed subsequently thereto, shall be located within the Primary or Secondary Building Envelopes as designated in Exhibit B (Project Structure Map), attached hereto and incorporated herein by this reference, and as shown on the Baseline Site Map prepared pursuant to Section 9 (designated Building Envelope). At no time shall structures and improvements permitted by this Section 5.4 cover cumulatively more than % of the Property, including no more than 114,000 square feet within the Primary Building Envelope and no more than 16,000 square feet within the Secondary Building Envelope. Furthermore, no new structure or improvement shall exceed 24 feet in height, unless otherwise provided herein. Except as otherwise specified in this Section 5.4, installation and use of outdoor lighting is prohibited.

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

a) If the maintenance, repair or replacement 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 by DISTRICT shall be required.

b) Any maintenance, repair or replacement 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 through 5.4.6.

5.4.2 Structures and Improvements Accessory to Natural Resource Preservation, Protection, Restoration and Enhancement. Subject to prior written notice to DISTRICT, GRANTOR may place or construct temporary minor accessory structures and improvements reasonably necessary for natural resource restoration and enhancement activities on the Property. Where such structures or improvements will be located outside of the Primary or Secondary Building Envelopes, prior DISTRICT approval must be obtained by GRANTOR.

5.4.3 Structures and Improvements for Recreational and Educational Uses. GRANTOR may construct or place structures and improvements associated with permitted outdoor recreational and educational uses. All structures and improvements shall be limited to those directly required for permitted uses on the Property and shall be reasonably scaled to serve only those uses. Structures and improvements identified and described in the Master Plan shall be permitted with no further notice or approval required. Structures and improvements not identified and described in the Master Plan shall require District approval. All structures and improvements, including those identified and described in the Master Plan, shall be subject to the following limitations:"

- a) Within the Riparian Protection Area, With prior written approval by DISTRICT, GRANTOR may designate no more than two (2) perpendicular access points with associated trails to Mark West Creek and Porter Creek for a total of no more than four (4) access points. GRANTOR may construct or place a vehicular access bridge over Porter Creek upstream of the existing access bridge as shown on the Baseline Sitemap. GRANTOR may replace the two (2) existing bridges on Mark West Creek as shown on the Baseline Sitemap provided that such replacement is demonstrated to benefit the Conservation Values. GRANTOR may replace existing trails along Mill Creek as shown on the Baseline Sitemap and may construct new and/or maintain existing crossings as shown on the Baseline Sitemap on Mill Creek provided that at no such time are there more than four (4) crossings.
- b) Outside the Riparian Protection Areas, GRANTOR may locate or construct permeable trails and pathways, ADA pathways, benches, individual picnic tables, refuse and recycling containers, and other similar minor, non-permanent improvements associated with permitted outdoor recreational and educational uses with prior written approval of DISTRICT.
- c) Within the Limited Park Development Area, GRANTOR may locate or construct permanent or overflow parking in this area if it is

determined that there is not sufficient space to provide for parking needs within the Primary Building Envelope. For Interim Public Access, the rectangular shape designated for temporary parking on the Project Structure Map may be used. All parking must be designed to filter run-off with native vegetation prior to reaching Porter Creek; and

- d) Within the designated Primary and Secondary Building Envelopes, GRANTOR may locate or construct:
 - i. Permeable trails and pathways, ADA pathways, benches, picnic tables, refuse and recycling containers, and other similar minor improvements without any notice to or approval from DISTRICT; and
 - ii. Storage sheds and similar improvements with prior written notice to the DISTRICT.
 - iii. Subject to prior written approval by the DISTRICT, GRANTOR may construct one residential structure within each of the Primary and Secondary Building Envelopes for a park ranger, land manager, or caretaker.
 - iv. Wildlife-sensitive outdoor lighting in minimal locations as necessary for safety and security purposes. Such lighting shall meet the International Dark Sky standards or other then current standards for ecologically appropriate nighttime lighting.
- e) Within the Primary Building Envelope only, GRANTOR may also locate or construct with prior written approval from the District:
 - i. Public parking and staging facilities and restrooms;
 - ii. Outdoor camping facilities, visitor buildings, indoor environmental education classrooms; and

Indoor, short-term, visitor accommodations with prior written approval from the DISTRICT.

- d) Within the North Trail Staging Area , which shall be located north of Porter Creek Road, and with prior written approval of DISTRICT, GRANTOR may locate and construct a trail staging area and parking facilities ()..
- e) Within the Trail Camping Areas, GRANTOR may locate and construct, with prior written approval of the DISTRICT, up to four (4) primitive camp sites per Area, which may include tent sites, picnic tables, wildlife proof food lockers, and similar improvements associated with low-impact, trail-accessible camping. Sites may provide pit toilets if designed and built to fit the landscape, but such sites may not provide, electricity, or outdoor lighting. With prior written approval by DISTRICT, GRANTOR may use the Picnic Area for up to four (4) camp sites as outlined in this paragraph in lieu of use

of one of the Trail Camping Areas, provided that there shall not be more than two (2) areas of primitive camp sites on the Property at any given time.

- f) Within the Picnic Area, GRANTOR may locate and construct, with prior written approval of DISTRICT, one permanent structure no larger than 1,000 square feet for a public restroom, at a maximum height of 14 feet. Without any notice to or approval from DISTRICT, GRANTOR may locate and construct permeable trails and pathways, ADA pathways, picnic tables, refuse and recycling containers and other similar minor improvements.

5.4.4 Roads. Subject to prior written approval of DISTRICT, or as described in an approved Master Plan per Section 5.1.9 above, GRANTOR may construct new roads and reconstruct or repair existing roads, provided that such roads (i) are directly required for uses and activities allowed herein, including Property access and maintenance, (ii) are the minimum necessary for such uses and activities and (iii) are designed so as to minimize potential impacts to designated Riparian Protection Areas. GRANTOR and DISTRICT agree that there are more roads existing at the time of recordation of this Easement than needed for such uses and activities. Any road that is not necessary according to the above guidelines shall be decommissioned or converted to a trail in accordance with the Master Plan or a road assessment approved by the District.

5.4.4.1 Drainage and Erosion. Roads shall be located or reconstructed and maintained so as to avoid erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices for roads as recommended by the California Department of Fish and Wildlife or other similar or successor entity. Roads re-constructed subsequent to recordation of this Easement may not be paved with asphalt, concrete or other impervious surface unless such paving is required by any federal, state or local law, code, ordinance or regulation and is approved by DISTRICT. Roads that are abandoned, permanently closed and/or decommissioned shall be revegetated with native species, stabilized and ensured of proper drainage.

5.4.5 Fences and Gates. With prior written approval from DISTRICT GRANTOR may construct, place and erect 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. Fencing must be the minimum necessary for such use. All fencing and gates must i) preserve the scenic values of the Property; ii) not impede wildlife movement except in cases where necessary to protect the allowed natural resources preservation, protection, restoration or enhancement activities described in this Easement; and iii) comply with the DISTRICT's then current guidelines for fences on conservation lands. Notwithstanding the provisions of Section 5.4.1, in the event of destruction or deterioration of any fences and gates, 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 5.4.5. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.5, GRANTOR shall remove such fencing or gate from the Property.

5.4.6 Utilities and Energy Resources. Subject to prior written approval of DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including but not limited to electric power, septic or sewer, communication lines, and water storage and delivery systems that are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses.

5.4.7 Signs. Signs shall be limited to those reasonably necessary for permitted recreation and education uses, including entry, trailhead, boundary, directional, interpretive signs, and those setting forth park rules. The size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and shall be sited and constructed in a manner that does not create a significant visual impact. At no time shall any sign exceed thirty-two (32) square feet or be artificially illuminated.

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

5.5.1 Natural Resource Preservation, Protection, Restoration and Enhancement. With prior written approval of the DISTRICT, GRANTOR may undertake natural resource preservation, restoration and enhancement activities that enhance native plant and wildlife habitat, and activities that promote biodiversity and habitat connectivity including native plant revegetation and instream habitat restoration under the direction of a qualified restoration ecologist following established ecological restoration standards.

5.5.2 Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat or sod, except as reasonably necessary in connection with the uses allowed under Section 5 of this Easement. In connection with allowed uses, movement of over 50 cubic yards of material in any calendar year is subject to prior DISTRICT approval. Movement of materials as required to maintain the site does require DISTRICT approval.

5.5.3 Water Resources. Draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, including all creeks and streams, 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 5.4.6, and (ii) the preservation, restoration and enhancement of natural resources allowed under Section 5.5.1.

5.5.4 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.

5.5.5 Fire Management. GRANTOR may undertake vegetation management activities for the purpose of fire management provided the techniques used avoid harm to native wildlife and plants. Subject to prior written approval by the District, fire management methods are limited to: (a) targeted and sensitive brush removal in the understory of native forest and woodlands, mowing, limited grazing of the Property, other methods of similar nature and intensity and (b), prescriptive burning undertaken in a manner that supports biological diversity and ecological function, and consistent with the standards and requirements of the local fire protection agency having jurisdiction. The requirement for notice under this Section 5.5.5 may be satisfied by the submission of an annual fire management plan.

5.5.6 Native Tree Removal. Harvesting, cutting, trimming, removal or destruction of any native trees is prohibited, except as reasonably necessary and with prior written approval of the District (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 5.5.5; (iv) for natural resource preservation, restoration and enhancement as set forth in Section 5.5.1 of this Easement; and (v), within the footprint of permitted trails. Native trees removed pursuant to this Section 5.5.6 may be used for firewood and other improvements associated with permitted uses.

5.5.7 Native Non-tree 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 5.5.5; and (v) for natural resource preservation, restoration and enhancement, as set forth in Section 5.5.1 of this Easement.

5.5.8 Native Animal Removal. Killing, hunting, trapping, injuring or removing native animals is prohibited except (i) under imminent threat to human life or safety; or (ii) as reasonably necessary to promote or sustain biodiversity in accordance with natural resource preservation, protection, restoration and enhancement activities as set forth in Section 5.5.1, using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction.

5.5.9 Non-Native Plant and Animal Removal. GRANTOR may remove or control non-native plant and animal species provided that techniques used to

avoid harm to native wildlife and plants and are in accordance with scientifically sound conservation practices.

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 ensure removal of any garbage or materials dumped on the Property by third parties

5.6. Public Access Limitations. GRANTOR and DISTRICT understand and agree that the Property will be developed for and will continue to be a public park and open space preserve in perpetuity. GRANTOR, however, may exclude the public from the Property 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. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of the DISTRICT. 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 permitted by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses permitted by this Easement require the prior written approval of DISTRICT. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use shall be deemed to be prohibited on the Property. GRANTOR shall use the procedures set forth below to provide notice to DISTRICT or to obtain DISTRICT's approval. All notices and requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of the GRANTOR's request with the terms, conditions and Conservation Purpose of this Easement. Forms for notices and requests for approval shall be available at DISTRICT's offices.

6.1 Approval, Amendments, Revisions and Updates of Master Plan. GRANTOR and DISTRICT acknowledge that it is GRANTOR's intent to prepare a Master Plan for the Property to define and guide future use and development of the Property and to streamline DISTRICT approvals under this Easement. For purposes of this Easement, it is agreed that the Master Plan and any amendments, revisions or updates

(collectively “Revisions”) will be deemed sufficient for its purpose provided the plan identifies (a) all major components of use of the Property (including recreational, educational, and resource management use); (b) the nature of each proposed use and its intended location; (c) all proposed structures; and (d) all actions to be taken to protect natural resources, including during construction and on-going use. The Master Plan shall include a full property road and sediment assessment and set of recommendations to minimize sediment contributions to aquatic ecosystems and landslides, a fire and fuel load management section that outlines mechanisms to maintain appropriate fuel loading and reduce fire risks in accordance with sound, ecologically sensitive methods and a habitat restoration section which outlines habitat enhancement opportunities and techniques. Pursuant to Section 5.1.7 of this Easement, GRANTOR shall secure DISTRICT’s approval of such Master Plan and any Revisions prior to their implementation. DISTRICT’s approval shall be based solely upon its reasonable determination as to whether the Master Plan or Revisions are consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that time is of the essence and DISTRICT’s approval shall not be unreasonably withheld or delayed. GRANTOR shall use the following procedure to obtain DISTRICT’s approval for the Master Plan and Revisions.

6.1.1 GRANTOR shall submit a Master Plan or Revision to DISTRICT for its review and approval. DISTRICT shall have sixty (60) days from the receipt of the Master Plan or Revision, plus twenty-one (21) days from any subsequent or follow up submittal, to review the Master Plan or Revision and either approve the Master Plan or Revision or notify GRANTOR of any objection thereto. DISTRICT’s response, whether tentative approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Master Plan or Revision, it shall state such objections in sufficient detail to enable GRANTOR to modify the Master Plan or Revision so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.2 In connection with any environmental review of the Master Plan or Revision under the California Environmental Quality Act or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document made public under the statute, prior to adoption or certification of that environmental document.

6.1.3 Upon DISTRICT’s approval and GRANTOR’s adoption of a Master Plan or Revision, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, development, improvements and activities shall at all times remain subject to the substantive limitations of Section 5. Any update or amendment to the Master Plan or Revision shall be subject to DISTRICT approval.

6.2 Uses/Activities Requiring Notice or Approval to DISTRICT. In the absence of a Master Plan or Revision approved by DISTRICT, or for uses and activities not described in a Master Plan or Revision approved by DISTRICT, the following procedures shall be followed for giving notice or obtaining DISTRICT approval where such notice or approval is required by this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6.2, any such activity or use shall be deemed to be prohibited on the Property. In any instance in which DISTRICT approval is required, DISTRICT's approval shall be based solely upon its reasonable determination as to whether the activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

6.2.1 Uses/Activities Requiring Notice to DISTRICT. For any activity or use that requires prior written notice to DISTRICT, GRANTOR shall deliver such notice to DISTRICT 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.

6.2.2 Uses/Activities Requiring Prior Approval from DISTRICT. For any activity or use that requires prior written approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") 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 to review the request and to approve, conditionally approve, disapprove or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT's reasonable 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, given by DISTRICT's General Manager, may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

6.2.3 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 to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action 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. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 13.

6.2.4 Uses Not Expressly Addressed: DISTRICT's Approval. 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 shall seek DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in Section 6.2. The exercise of any activity or use not expressly permitted in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 10.

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance or adequate self-insurance covering acts on the Property. Except as specifically set forth in Section 8.2 below, DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8.1, 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, but not limited to, 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; or

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.

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, 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; and (ii) the obligations specified in Section 7; and (iii) any approvals given under Section 6. 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. In order to establish the present condition of the Property, DISTRICT will prepare a Baseline Documentation Report, which will be maintained on file with DISTRICT and will serve as an objective information baseline for monitoring compliance with the terms of this Easement. Before the Baseline Documentation Report is finalized, GRANTOR shall be provided a complete copy of the Report and shall be given forty-five (45) days in which to inform DISTRICT of any errors in the Report. If any errors in the Baseline Documentation Report are identified by GRANTOR and verified by DISTRICT, appropriate corrections shall be made and then GRANTOR shall sign the Report. The Baseline Documentation Report will include a Baseline Site Map, which designates Building Envelope. The parties agree that, once finalized by DISTRICT, the Baseline Report will provide an accurate representation of the Property at the time of the recordation 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 and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. The 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 19. If DISTRICT

reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (a) may pursue any and all remedies available under law without waiting for the cure period to expire, (b) shall have the right, upon the giving of 24 hours' 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 (c) shall have the right to record a notice of violation in the Office of the Sonoma County Recorder. 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. 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, in addition to such other relief, including damages, to which DISTRICT may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

10.2 DISTRICT's Discretion. 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.

10.3 Liquidated Damages. Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and DISTRICT agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists on the Property (in terms of years or portion thereof) after notice of violation has been given, and (iii) the then current annual interest rate for post judgment interest; and

b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the activity or change in use; and

c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof) after notice of the violation has been given, and (iii) the then current annual interest rate for post judgment interest.

10.4 GRANTOR's Compliance. If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with DISTRICT's notice. Neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

10.5 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 and this Section 11, 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, but not limited to, fire, 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 impair or damage the Conservation Values of the Property when those modifications or damage result from the acts or omissions of third parties whose use of or presence on the Property is authorized or requested by GRANTOR. In the event that the Conservation Values of the Property are damaged or impaired 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. Nothing contained herein shall limit or preclude GRANTOR's or DISTRICT's rights to pursue any third party for damages to the Property's Conservation Values.

12. Arbitration. If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with any activity or use that is the subject of the dispute pending resolution of the dispute, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two

arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, a proper court, on petition of any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 et seq., or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure, which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section 12. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of the State of California shall be the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys' fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

13. Extinguishment and Condemnation.

13.1 Extinguishment. Subject to the requirements and limitations of California Public Resources Code section 5540, or 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, and 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, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 13.2. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County.

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.

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, 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 100% of the value of any

improvements allowed by this Easement and DISTRICT 100% of the value of the land before being encumbered by the Easement, or as otherwise agreed upon by them in writing at the time of condemnation.

PART FIVE: MISCELLANEOUS

14. Approvals. Whenever in this Easement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

15. 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 the Conservation Purpose of this Easement. In the event of a conflict between the Project Structure Map and the Baseline Site Map, the Baseline Site Map will control.

16. Easement to Bind Successors. The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, 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.

17. 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, but not limited to, a leasehold interest) is conveyed and that GRANTOR will attach a copy of this Easement to any such instrument. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least ten (10) days prior to any such conveyance. In addition, GRANTOR shall not convey fee title to the Property, or any portion thereof, without the consent of a majority of the voters of Sonoma County in an election called and conducted by the DISTRICT's Board of Directors in accordance with Public Resources Code section 5540.6. 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 of this Easement, and the failure of GRANTOR to perform any act required by this Section 17 shall not impair the validity of this Easement or limit its enforceability in any way.

18. Warranty of Ownership. GRANTOR warrants that it is the owner in fee simple of the Property, and that on the date it executed this Easement the Property is not subject to any liens or deeds of trust.

19. Notices.

19.1 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 delivery service or telecopy addressed as follows:

To GRANTOR: Regional Parks Director
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
(707) 565-2041 (phone)
(707) 59-8247 (fax)

To DISTRICT: General Manager
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue, Suite 100
Santa Rosa, CA 95401
(707) 565-7360 (phone)
(707) 565-7359 (fax)

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 19.

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

a) When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 19.1, notice is effective one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by the GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

b) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (ii) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

c) In all other instances, notices shall be effective upon delivery.

19.3 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 delivery service.

20. 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. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

21. Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

22. 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.

23. 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.

24. DISTRICT's General Manager. Wherever used herein, the term DISTRICT's General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his duly authorized representatives.

25. Fees and Charges. DISTRICT shall have the right to establish and impose on GRANTOR reasonable fees and charges, including attorney's fees, for proposed Easement amendments and estoppel certificates. Such fees and charges shall not exceed the reasonable costs of providing such services.

26. 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 20.

27. 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.

28. 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 execution and date of recording 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's General Manager.

29. No Liens, Encumbrances, or Conveyances. GRANTOR warrants that after it has executed this Easement, it will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted and recorded by DISTRICT.

30. Effective Date. This Easement shall be effective as of the date of its acceptance by DISTRICT pursuant to California Public Resources Code sections 5500 et seq.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this _____ day of _____, 2018.

GRANTOR:

By: _____
Chair of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE
DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Clerk of the Board of Directors

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 028-060-047-000, 028-060-048-000, 028-060-053-000, 028-060-054-000,
028-060-056-000, 028-060-062-000, 028-060-063-000, 028-070-036-000,
079-090-008-000, 079-090-013-000, 079-090-014-000, 079-090-016-000,
079-090-015-000, 028-060-064, 028-060-066, 028-060-067 and 028-060-058

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT ONE (APN: 028-060-047-000, 028-060-048-000, 028-060-053-000, 028-060-054-000, 028-060-056-000, 028-060-062-000, 028-060-063-000, 028-070-036-000):

PARCEL ONE:

Lots 1 and 2, as shown and delineated upon Parcel Map 8228, recorded December 14, 1984, in Book 366 of Maps, Pages 18 and 19, Sonoma County Records.

APNS: 028-060-047-000, 028-060-048-000

PARCEL TWO:

The Southeast 1/4 of the Southwest 1/4 of Section 13, Township 8 North, Range 8 West, Mount Diablo Base and Meridian:

EXCEPTING therefrom that portion described in the Deed to John B. Reibli, et ux, recorded April 14, 1924 in Book 77 of Official Records, at page 81, Sonoma County Records.

FURTHER EXCEPTING therefrom that portion described in the Deed from Carolyn G. Sharp, a married woman, as her sole and separate property, recorded October 14, 1994 under Document No. 1994-0117397, Sonoma County Records.

APN: 028-060-056-000

PARCEL THREE:

An easement for roadway purposes, 20 feet in width, as said roadway is shown and designated on that certain Record of Survey filed for record December 18, 1973 in Book 202 of Maps, at Page 19, Sonoma County Records.

PARCEL FOUR:

An easement over a strip of land for road access, utility and drainage purposes, said strip of land having a uniform width of 60 feet, the centerline of which is more particularly described as Parcel Three in that certain Deed recorded in Book 2926 of Official Records, at Page 440, Sonoma County Records, and an easement over a strip of land for road access, utility and drainage purposes, said strip of land having a uniform width of 60 feet as shown and as delineated on Parcel Map No. 8228, Book 366 of Maps, at Page 19.

PARCEL FIVE:

Being a portion of the Lands of John McCullough and Martha McCullough as described in those deeds recorded as Document Nos. 84-082391 and 85-004390 both of Official Records, Sonoma County Records, said portion being more particularly described as follows:

Beginning at a found 2 iron pipe stamped LS 3890 marking a point on the southerly line of the above mentioned

EXHIBIT "A"
Legal Description
(continued)

lands of McCullough, said pipe also marking the 1/4 corner common to Sections 13 and 24, T8N. R8W, M.D.M. as shown and delineated on that Parcel Map No. 8228 filed in Book 366 of Maps, at Pages 18 and 19, Sonoma County Records; thence along said southerly and common line North 88° 07' 57" West, 252.00 feet to a set iron pipe; thence leaving last said line North 12° 55' 52" West, 474.92 feet to a set iron pipe; thence North 24° 58' 19" East, 913.08 feet to a found iron pipe marking the southeast corner of Lot 2 as shown and delineated on said parcel Map No 8228; thence North 80° 34' 53" East, 179.90 feet to a set iron pipe; thence South 47° 49' 17" East, 545.12 feet to a set iron pipe; thence South 32° 56' 25" East, 1195.47 feet to a set iron pipe marking a point on said southerly and common line; thence along last said line North 88° 07' 57" West, 1259.50 feet to the point of beginning.

APN 028-060-053-000, 028-060-054-000

PARCEL SIX:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust as described in those deeds recorded as Document Nos. 2001-005740, 2001-005742 to 2001-005745, 2001-005749 to 2001-005751, all of official records, Sonoma County Records and being more particularly described as follows:

Commencing at a 2" iron pipe with a bronze cap stamped "12-7-13-18" marking the common corner to Sections 12 and 13 of Township 8 North, Range 8 West and Sections 7 & 18 of Township 8 North, Range 7 West. M.D.M as shown on that Record of Survey filed in Book 568 of Maps, at Pages 20 and 21, Sonoma County Records; thence along the common line between Sections 12 and 7 on said Map North 00° 22' 23" West, 602.67 feet to a 3/4" iron piped tagged LS 2757 said point being the True Point of beginning of the herein described line; thence leaving said section line and along the southwesterly line of the lands of Joseph J De Marco and Helen R. De Marco Trustees as described in that deed recorded as Document No. 1991-0026169 Sonoma County Records South 82° 58' 12" East, 64.37 feet to a 3/4" iron pipe tagged LS 2757; thence South 67° 29' 42" East, 31.62 feet to a 3/4" iron pipe tagged LS 2757; thence South 39° 21' 22" East, 97.45 feet to a 3/4" iron pipe tagged LS 2757; thence 41° 02' 42" East, 74.78 feet to a 3/4" iron pipe tagged LS 2757; thence south 26° 25' 12" East, 109.14 feet to a 3/4" iron pipe tagged LS 2757; thence South 33° 26' 42" East, 94.41 feet to a 3/4" iron pipe tagged LS 2757; thence South 29° 37' 12" East 155.94 feet to a 3/4" iron piped tagged LS 2757 South 29° 37' 12" East, 78.98 feet to a 3/4" iron piped tagged LS 2757, thence South 14 degrees 20 minutes 42 seconds East, 87.04 feet to a 3/4" iron pipe on the north line of said Section 18; thence South 77° 58' 23" seconds East, 1557.14 feet to the east line of Lot 2 of said Section 18 above described from which a 3/4" iron pipe tagged LS 2757 bears South 77° 58' 23" East, 2.02 feet; thence along said east line South 00° 49' 19" West, 511.68 feet to a point from which a set 1/2" iron pipe tagged LS 3890 bears South 89° 10' 43" East, 1.04 feet, said point being shown on the aforementioned Record of Survey as being the common Easterly corner of Lots "A" and "B"; thence continuing South 00° 49' 17" West, along the Easterly line of said Lot B, 511.68 feet to a 1/2" iron pipe tagged LS 3890 marking the common Easterly corner of Lots 2 and 5 of said Section 18, also being the Northwestern corner of Lot 'C' of said Record of Survey; thence along the Northerly and Easterly line of said Lot "C" South 87° 56' 28" East, 1306.48 feet to the East line of said Lot C; thence along said East line South 00° 51' 47" West, 1303.26 feet to the center of Section 18 being the Northeast corner of Lot 10, Section 18; thence along the East line of said Lot 10 South 00° 51' 47" West, 198.83 feet to the center of the Northerly branch of Mark West Creek from which a set 1/2" iron pipe tagged LS 3890 bears South 29° 38' 23" West, 124.68 feet, said point in the center of Mark West Creek being the common Easterly corner of Lots 'C' and 'B' aforementioned Record of Survey; thence continuing South 00° 51' 47" West along the Easterly line of said Lot 'B', 1028.26 feet to the Southeast corner of Lot 'B'; thence along the Southerly line of said Lot 'B' North 89° 24' 18" West, 1304.87 feet; thence leaving said Southerly line North 07° 23' 12" West, 3.57 feet to a 1/2" iron pipe found; thence North 16° 33' 37" West, 395.52 feet to a 1/2" iron pipe found tagged LS 3890; thence North 52° 06' 33" West, 436.21 feet to a 1/2" iron pipe found tagged LS 3890; thence North 57° 10' 46" West, 200.00 feet to a 1/2" iron pipe found tagged LS 3890; thence North 10° 09' 35" West,

EXHIBIT "A"
Legal Description
(continued)

244.01 feet to a 1/2" iron pipe found tagged LS 3890; thence North 50° 00' 00" West, 180.00 feet to a 1/2" iron pipe found tagged LS 3890; thence North 67° 08' 32" West, 520.38 feet to a 1/2" iron pipe found tagged LS 3890 shown as the Southeast corner of Lot 4 of the Record of Survey filed in Book 470 of Maps, at Page 48, Sonoma County Records, also shown on the aforementioned Record of Survey filed in Book 568 of Maps, at Pages 20 and 21, Sonoma County Records; thence North 10° 17' 28" West, 266.37 feet to a 1/2" iron pipe found tagged LS 3890; thence North 23° 51' 44" West, 168.94 feet to a 1/2" iron pipe found tagged LS 3890; thence North 46° 37' 51" West, 360.54 feet to a 1/2" iron pipe found tagged LS 3890; thence North 04° 23' 58" West, 162.12 feet to a 1/2" iron pipe found tagged LS 3890; thence North 14° 43' 24" West, 503.39 feet to the point on a Northerly line of said Lot 4 from which the Northeast corner of said Lot 4 bears South 87° 57' 13" East, 536.35 feet; thence continuing North 14° 43' 24" West, 17.65 feet to a 1/2" iron pipe found tagged LS 3890 from which the Southeasterly corner of Lot 2 of Tract No. 639 of the "Grande Ranch Subdivision" filed in Book 345 of Maps, at Pages 43 and 44, Sonoma County Records bears South 70° 01' 03" West, 80.92 feet, said bearing being the Northeasterly projection of said lot 2 (map bearing, North 71° 21' 05" East); thence North 29° 43' 51" West, 299.00 feet to a 1/2" iron pipe found tagged LS 3890; thence North 45° 20' 02" West, 600.13 feet to a 1/2" iron pipe found tagged LS 3890 on the common line of Lots 1 and 2 of said "Grande Ranch Subdivision" from which the common East corner of said lots bears South 84° 01' 32" East (Map South 82° 41' 30" East), 489.41 feet; thence continuing North 45° 20' 02" West, 185.19 feet to a 1/2" iron pipe tagged LS 3890; thence North 67° 53' 35" West, 387.29 feet to a 1/2" iron pipe found tagged LS 3890; thence North 42° 47' 29" West, 416.20 feet, more or less, to the common line between the aforementioned Sections 12 and 13, from which a 3/4" iron pipe bears South 88° 32' 52" East, 75.00 feet; thence along said common line of Sections 12 & 13 South 89° 16' 31" West, 1278.22 feet, more or less, to a 2" iron pipe with bronze cap stamped 12/13 marking the common Quarter corner of said Sections; thence along the Westerly line of the Southwest Quarter of the Southeast Quarter of Section 12 North 00° 29' 22" West, 1309.22 feet to the Southwest corner of the lands of Cowan as described in that deed recorded in Book 2604 of Official Records, at Page 338, Sonoma County Records; thence leaving said Westerly line and along the Southerly line of Cowan North 89° 59' 26" East, 23.96 feet to a 3/4" iron pipe; thence continuing North 89° 59' 26" East, 706.22 feet to the Southeast corner of Cowan; thence North 00° 00' 34" West, 17.80 feet to a 3/4" iron pipe marking the Southwest corner of Parcel 4 as shown on Parcel Map No. 7824 filed in Book 347 of Maps, at Page 45, Sonoma County Records; thence along the Southerly line of said Parcel 4 and Parcel 3 of said Map North 89° 16' 31" East, 1798.53 feet, more or less, to a 3/4" iron pipe on the common line between the aforementioned Sections 12 and 7; thence along said Township line South 00° 22' 33" East, 715.35 feet to the Point of Beginning.

APN: 028-060-062-000, 028-070-036-000

PARCEL SEVEN:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust, as described in the deed recorded under Document No. 2001-005745 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being all of that portion of Lot 1 of Tract No. 639 of the "Grande Ranch Subdivision" filed in Book 345 of Maps, at Pages 43 and 44, Sonoma County Records, lying Westerly of the following described line:

Commencing at a 2" iron pipe and bronze cap marking the common Quarter corner between Sections 13 and 18, Township 8 North, Range 7 and 8 West, M.D.M., as shown on the aforementioned subdivision map; thence North 01° 04' 16" West (Map North 00° 15' 46" East), 1937.86 feet to the common Easterly corner of Lots 1 and 2 of said subdivision map; thence along the common line between said Lots 1 and 2 North 84° 01' 32" West (Map North 82° 41' 30" West), 489.41 feet to a 1/2" iron pipe tagged LS 3890 being the True Point of Beginning of the herein described line; thence leaving said common line North 45° 20' 02" West, 185.19 feet to a 1/2" iron pipe tagged LS 3890; thence North 67° 53' 35" West, 387.29 feet to a 1/2" iron pipe tagged LS 3890; thence North 42° 47' 29"

EXHIBIT "A"
Legal Description
(continued)

West, 416.20 feet, more or less, to a 1/2" iron pipe tagged LS 3890 on the Northerly line of said Lot 1 and being the Point of Termination of the herein described line from which a 2" iron pipe and bronze cap marking the Quarter corner Sections 12 and 13 of Township 8 North, Range 8 West bears South 89° 16' 31" West (Map North 89° 23' 28" West), 1278.22 feet, also from said Point of Termination a 3/4" iron pipe also bears South 88° 33' 52" West, 75.00 feet.

APN: 028-060-063-000 (portion)

PARCEL EIGHT:

Being a portion of the lands of Wayne W. and Maureen Wendle as described in that deed recorded as Document Number 95-0009006, Sonoma County Records and being a portion of Lot 1 of Parcel Map No. MS 5036 filed in Book 228 of Maps, Page 44 Sonoma County Records lying within the Northeast 1/4 of Section 13, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, as follows:

Beginning at a 2" diameter iron pipe with a brass cap marking the North 1/4 corner of said Section 13, as shown on said Parcel Map No. M. S. 5036, also being the Northwest corner of Lot 1 on said Parcel Map No. M. S. 5036; thence along the West line of said Lot 1, South 1° 12' 21" West, 352.30 feet to a point on the centerline of a 60 foot wide easement; thence along the centerline of said 60 foot wide easement South 77° 04' 37" East, 43.77 feet; thence South 55° 27' East, 266.96 feet; thence South 84° 20' 40" East, 165.38 feet; thence South 49° 22' 35" East, 29.38 feet to an angle point on the Westerly line of Lot 2 of said Parcel Map No. M.S. 5036; thence along the Westerly line of Lot 2 North 45° 18' 33" East, 64.88 feet; thence North 36° 12' 53" West, 170.84 feet; thence North 63° 30' 48" West, 246.87 feet; thence North 12° 54' 16" West, 150.06 feet; thence North 41° 50' 26" East, 143.06 feet to the common Northerly corner of Lots 1 and 2 being a point on the Northerly line of said Section 13; thence along the Northerly line of said Section 13 and the Northerly line of Lot 1 of said Parcel Map no. M. S. 5036 North 89° 23' 28" West, 228.17 feet to the point of beginning.

APN: 028-060-063-000 (Portion)

PARCEL NINE:

Lying within the Northeast ¼ of Section 13, T8N, R8W, MDM., being an easement 60 feet in width over the existing road the centerline of said easement more particularly described as follows:

Commencing at a 2" iron pipe and Brass Cap stamped L.S.2757 marking the North ¼ corner of Section 13; thence from said point of commencement South 01 degrees 12 minutes 21 seconds West 352.30 feet to a point in the road known as Cresta Road and being delineated on the Record of Survey filed in Book 202 of Maps at page 19 of Sonoma County Records also being on the Westerly line of the Northeast ¼ of said Section 13, the True Point of Beginning of the centerline to be herein described; thence and along the centerline of said road South 77 degrees 04 minutes 37 seconds East 43.77 feet; thence South 55 degrees 27 minutes East 266.96 feet; thence South 84 degrees 20 minutes 40 seconds East 165.38 feet; thence South 49 degrees 22 minutes 35 seconds East 29.38 feet; thence continuing South 49 degrees 22 minutes 35 seconds East 324.88 feet to the lot line common to Lots 1 and 2 of Grande Ranch Subdivision recorded in Book 345 of Maps at pages 43,44 of Sonoma County Records the terminus of this easement.

The side lines of this easement at the beginning are to be lengthened or shortened to close on the westerly line of the said northeast ¼ of section 13 and at the terminus the side lines are to close on the line common to said lots 1 and 2 and its projection southwesterly.

This easement is based on the Parcel Map No. MS.5036 recorded in Book 228 of Maps at Page 44, of Sonoma County Records.

EXHIBIT "A"
Legal Description
(continued)

APN: 028-060-063-000 (Portion)

TRACT TWO (APN: 079-090-008-000, 079-090-013-000, 079-090-014-000, 079-090-016-000):

PARCEL ONE:

The Southeast 1/4 of the Northwest 1/4 of Section 13, Township 8 North, Range 8 West, M.D.M.

APN: 079-090-008-000 (Portion)

PARCEL TWO:

The Southeast 1/4 of the Southeast 1/4 of Section 11; the West 1/2 of the Southwest 1/4, the Southeast 1/4 of the Southwest 1/4 of Section 12; the West 1/2 of Northwest 1/4 of Section 13; the East 1/2 of the Northeast 1/4 of Section 14; the Northeast 1/4 of the Northwest 1/4 of Section 13; the Northeast 1/4 of the Southwest 1/4 of Section 12; all in Township 8 North, Range 8 West, M.D.B. & M.

Excepting therefrom that portion thereof conveyed to the County of Sonoma for road purposes in that certain deed dated September 20, 1930, executed by John H. Curtis, Fannie M. Curtis, Mary Chandler and Hattie A. Sharp, recorded on September 30, 1930, in Book 274 of Official Records, Page 243, Sonoma County Records and particularly described as follows:

A strip of land 40 feet in width on each side of the following described centerline:

Beginning at a point in the North line of the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 8 North, Range 8 West, M.D.M., which point is West, 397.36 feet distant from the center of said Section 12; thence from said point of beginning and curving to the right in a Southwesterly direction, with a radius of 500 feet, from a tangent the course of which is South 44° 47' West, a distance of 82.41 feet to a point from which point an iron pipe driven in the ground bears North 35° 46' West, 20 feet distant and an iron pipe driven in the ground bears South 35° 46' East, 20 feet distant; thence South 54° 14' West, 1717.34 feet to a point from which an iron pipe driven in the ground bears North 35° 46' West, 20 feet distant; thence curving to the right, with a radius of 500 feet, a distance of 172.5 feet to a point, from which an iron pipe driven in the ground bears North 16° 00' West, 20 feet distant; thence South 74° 00' West, 287.06 feet to a point from which an iron pipe bears North 16° 00' West, 20 feet distant; thence curving to the right, with a radius of 1000 feet, a distance of 230.67 feet to a point, from which an iron pipe driven in the ground bears North 2° 47' West, a distance of 20 feet; thence South 87° 13' West, 45.15 feet to a point from which an iron pipe in the ground bears South 2° 47' East, 20 feet distant; thence curving to the left, with a radius of 700 feet, a distance of 336.18 feet to a point, from which an iron pipe driven in the ground bears South 30° 18' East, 20 feet distant; thence South 59° 42' West, 875.68 feet; thence curving to the left, with a radius of 250 feet, a distance of 111.77 feet; thence South 34° 05' West, 9.77 feet; thence curving to the right, with a radius of 300 feet, a distance of 289.11 feet; thence South 89° 18' West, 121.98 feet; thence curving to the right, with a radius of 200 feet, a distance of 27.4 feet to a point in the county road running from Santa Rosa to Petrified Forest Via Mark West Springs, which point is North 66° 37' West and 1465.95 feet distant from the corner to Sections 11, 12, 13 and 14, Township 8 North, Range 8 West, M.D.M.

Also excepting therefrom that portion conveyed to the County of Sonoma by instrument recorded May 26, 1941, in Book 526 of Official Records, Page 319, Under Recorder's Serial No. B-32232, Sonoma County Records.

EXHIBIT "A"
Legal Description
(continued)

Also excepting therefrom that portion conveyed to the County of Sonoma by instrument recorded May 11, 1948, in Book 795 of Official Records, Page 155, Under Recorder's Serial No. C-67118, Sonoma County Records.

Also excepting therefrom that portion conveyed to the County of Sonoma by instrument recorded May 11, 1972, in Book 2761 of Official Records, Page 805, Under Recorder's Serial No. M-35370, Sonoma County Records.

Also excepting therefrom that portion shown as Lot 1 on Parcel Map No. 3229, filed in the Office of the County Recorder May 16, 1973, in Book 189 of Maps, Page(s) 47, Sonoma County Records.

Also excepting therefrom that portion shown as Lot 1 on Parcel Map No. 4105, filed in the Office of the County Recorder June 5, 1975, in Book 221 of Maps, Page(s) 50, Sonoma County Records.

Also excepting therefrom that portion described as follows:

Lying within the Southwest 1/4 of section 12 and the Northwest 1/4 of Section 13, Township 8 North, Range 8 West, M.D.M., being a parcel of land more particularly described as follows:

Beginning at a found 2" iron pipe and brass cap stamped LS-2757, marking the common 1/4 corner between said Sections 12 and 13, Township 8 North, Range 8 West, M.D.M., said 2" iron pipe and brass cap also marking the most Northwest corner of Lot 1, as delineated on Parcel Map No. 5036, filed in the Office of the County Recorder in Book 228 of Maps, Page(s) 43, Sonoma County Records; thence from said 1/4 corner and along the Westerly line of said Lot 1, South 1° 12' 21" West, 352.30 feet to a found 1/2" iron pipe and tag in the center of a 20 foot easement to mark West Springs Road, as delineated on that certain record of survey, filed in the Office of the County Recorder in Book 202 of Maps, Page(s) 19, Sonoma County Records; thence leaving the Westerly line of said Lot 1 and along the centerline of said 20 foot easement, as delineated on said record of survey, North 77° 04' 37" West, 80.55 feet to a 1/2" iron pipe and tag; thence North 53° 05' 56" West, 212.77 feet to a 1/2" iron pipe and tag; thence North 83° 45' 24" West, 243.78 feet to a 1/2" iron pipe and tag; thence South 72° 08' 29" West, 119.46 feet to a 1/2" iron pipe and tag; thence North 68° 06' 50" West, 173.62 feet to a 1/2" iron pipe and tag; thence North 87° 33' 58" West, 199.56 feet to a 1/2" iron pipe and tag; thence North 64° 28' 00" West, 112.22 feet to a 1/2" iron pipe and tag; thence leaving the center of said 20 foot easement North 1° 05' 50" West, 299.63 feet to a point marking the most Southerly corner of Lot 1, as delineated on that certain Parcel Map No. 4105, referred to above, said point marking the most Southerly corner of said Lot 1, being a point in the center of mark West creek; thence leaving the center of mark West Creek, North 19° 16' 51" East, 200.00 feet to a 1/2" iron pipe and tag on the Easterly line of said Lot 1 of Parcel Map No. 4105; thence continuing along the Easterly line of said lot, North 19° 16' 51" East, 193.73 feet to a 1/2" iron pipe and tag; thence continuing North 19° 16' 51" East, 206.90 feet to a 1/2" iron pipe and tag; thence North 31° 06' East, 206.16 feet to a 1/2" iron pipe and tag; thence North 8° 29' 15" East, 178.21 feet to a 1/2" iron pipe and tag; thence North 1° 41' 59" West, 246.95 feet to a 1/2" iron pipe and tag; thence North 14° 26' 49" West, 92.30 feet to a 1/2" iron pipe and tag; thence **North 9° 06' 59" East**, 229.70 feet to a 1/2" iron pipe and tag; thence continuing North 9° 06' 59" East, 92.08 feet to a point in the center of Porter Creek, said point marking the most Northeast corner of said Lot 1, further said point also being a point on the Southerly line of Lot 1, as delineated on Parcel Map No. 3229, referred to above; thence along the center of Porter Creek, being common to the Southerly line of said Lot 1 of Parcel Map No. 3229, South 77° 21' 39" East, 104.18 feet; thence North 80° 08' 03" East, 184.21 feet to a point; thence North 83° 44' 14" East, 192.03 feet to a point; thence North 73° 04' 57" East, 164.89 feet to a point; thence North 21° 53' 36" East, 263.32 feet to a point; thence leaving the center of Porter Creek, South 89° 13' 09" East, 26.49 feet to a point marking the Southeast corner of said Lot 1 of Parcel Map No. 3229, said point also being on the mid-section line through said Section 12; thence along said mid-section line, South 0° 46' 51" West, 786.67 feet to a point, from which a 2" iron pipe and brass cap being a witness corner bears North 0° 36' 49" East, 0.76 feet; thence continuing along said mid-section line South 0° 46' 51" West, 1313.42 feet to the point of beginning.

EXHIBIT "A"
Legal Description
(continued)

Basis of bearing: North 52° 52' 40" East along the Southeast side of Porter Creek Road between found monuments as per Parcel Map No. 3229, referred to above. All tags mentioned bears the Inscription Hogan, Schoch & Associates, LS-2798, from surveys by E. Robert Jacobson, LS-3218.

APN: 079-090-008-000 (Portion) and 079-090-016-000

PARCEL THREE:

Lying within Section 12, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, and being a portion of Lot 1 as shown on Parcel Map Number 4105 recorded in Book 221 at Page 50, Sonoma County Records, said portion more particularly described as follows:

Beginning at a point on the Southeasterly boundary of Porter Creek Road being the most Northwesterly corner of said Lot 1 being marked by a 1/2" iron pipe tagged LS-2798 from which a 1/2" iron pipe tagged LS-2798 bears South 00° 50' 25" East, 9.83 feet; thence along the Northwesterly boundary of said Lot 1 North 67° 38' 01" East, 37.85 feet; thence leaving said Northwesterly boundary South 50° 00' 52" East, 140.24 feet to a 1/2" iron pipe tagged PLS-7935; thence South 59° 39' 23" East, 149.74 feet to a 1/2" iron pipe tagged PLS-7935; thence South 42° 49' 22" East, 130.51 feet to a 1/2" iron pipe tagged PLS-7935; thence South 00° 35' 07" East, 169.08 feet to a 1/2" iron pipe tagged PLS-7935; thence South 37° 55' 48" West, 169.29 feet to a point on the Westerly boundary of said Lot 1 being marked by a 1/2" iron pipe tagged LS-2798; thence along said Westerly boundary North 25° 32' 10" West, 598.30 feet to a point marked by a 1/2" iron pipe tagged LS-2798; thence continuing along said Westerly boundary North 00° 50' 25" West, 9.83 feet to the point of beginning.

Basis of Bearings is from a previous survey performed under my direction from which a Record of Survey was prepared and recorded in Book 721 of Maps at Pages 27 through 29, Sonoma County Records.

APN: 079-090-013-000

PARCEL FOUR:

Lying within Sections 12 and 13, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, and being a portion of Lots 1 and 2 as shown on Parcel Map Number 4105 recorded in Book 221 at Page 50, Sonoma County Records, said portion more particularly described as follows:

Beginning at the 1/4 corner common to said Sections 12 and 13 being marked by a 2" iron pipe with a 3" brass disk tagged LS-2757; thence along the Easterly boundary of the Northwest 1/4 of said Section 13 South 00° 20' 18" West, 352.30 feet to the centerline of a 20.00 foot road easement known as Cresta Road as shown on that certain Record of Survey recorded in Book 721 at Pages 27 through 29, Sonoma County Records; thence along said centerline North 77° 51' 53" West, 80.62 feet to a 1/2" iron pipe tagged LS-2798; thence continuing along said centerline North 53° 58' 17" West, 212.60 feet to a 1/2" iron pipe tagged LS-2798; thence continuing along said centerline North 84° 37' 22" West, 243.72; thence continuing along said centerline South 71° 16' 31" West, 119.42; thence continuing along said centerline North 68° 58' 48" West, 173.58 feet to a 1/2" iron pipe tagged LS-2798; thence continuing along said centerline North 88° 27' 09" West, 199.56; thence continuing along said centerline North 65° 18' 35" West, 112.22 feet to a 1/2" iron pipe tagged LS-2798; thence leaving said centerline North 01° 56' 25" West, 266.89 feet to the most Southerly corner of said Lot 1; thence along the Southwesterly boundary of said Lot 1 North 35° 34' 56" West, 258.20 feet; thence continuing along said Southwesterly boundary North 63° 14' 08" West, 185.66 feet; thence continuing along said Southwesterly boundary South 88° 42' 47" West, 66.10 feet; thence continuing along said Southwesterly boundary North 34° 44' 10" West, 214.60 feet to a point being marked by a 1/2" iron pipe tagged PLS-7935; thence leaving said Southwesterly boundary North 83° 10' 04" East, 112.10 feet to a 1/2" iron pipe tagged PLS-7935; thence South 80° 23' 27" East, 86.17 feet to a 1/2"

EXHIBIT "A"
Legal Description
(continued)

iron pipe tagged PLS-7935; thence South 76° 03' 57" East, 51.72 feet to a 1/2" iron pipe tagged PLS-7935; thence South 71° 05' 01" East, 52.31 feet to a 1/2" iron pipe tagged PLS-7935; thence South 75° 34' 50" East, 138.46 feet to a 1/2" iron pipe tagged PLS-7935; thence South 82° 24' 18" East, 93.65 feet to a 1/2" iron pipe tagged PLS-7935; thence South 72° 32' 39" East, 97.80 feet to a 1/2" iron pipe tagged PLS-7935; thence South 69° 48' 04" East, 104.49 feet to a 1/2" iron pipe tagged PLS-7935; thence South 78° 36' 26" East, 537.79 feet to a 1/2" iron pipe tagged PLS-7935; thence North 43° 12' 48" East, 500.12 feet to a point on the Easterly boundary of the Southwest 1/4 of said Section 12 said point being marked by a 1/2" iron pipe tagged PLS-7935; thence along said Easterly boundary South 00° 07' 29" East, 739.47 feet to the point of beginning.

Basis of Bearings is from a previous survey performed under my direction from which a Record of Survey was prepared and recorded in Book 721 of Maps at Pages 27 through 29, Sonoma County Records.

APN: 079-090-014-000

Said Parcels One through Four, inclusive, being a single combined parcel pursuant to LLA 13-0050 on file with the County of Sonoma as disclosed by that certain Lot Line Adjustment Grant Deed, recorded April 4, 2014, Instrument No. 2014022579, of Official Records.

TRACT THREE (APN: 079-090-015-000):

PARCEL ONE:

Lot 1, as shown on that certain map entitled "Parcel Map No. 4105", filed in the office of the County Recorder of Sonoma County, State of California, on June 5, 1975 in Book 221 of Maps at Page(s) 50, Sonoma County Records.

PARCEL TWO:

Lying within the Southwest 1/4 of Section 12 and the Northwest 1/4 of Section 13, Township 8 North, Range 8 West, M.D.M., being a parcel of land more particularly described as follows:

Beginning at a found 2 inch iron pipe and brass cap stamped LS 2757 marking the common 1/4 corner between Sections 12 and 13, Township 8 North, Range 8 West, M.D.M., said 2 inch iron pipe and brass cap also marking the most Northwest corner of Lot 1, as delineated on Parcel Map No. 5036, recorded in Book 228 of Maps, Page 43, Sonoma County Records; thence from said quarter corner and along the Westerly line of said Lot 1, South 1° 12' 21" West, 352.30 feet to a found 1/2 inch iron pipe and tag in the center of a 20 foot easement to Mark West Springs Road, as delineated on the certain Record of Survey, recorded in Book 202 of Maps, Page 19, Sonoma County Records; thence leaving the Westerly line of said Lot 1, and along the centerline of said 20 foot easement as delineated on said Record of Survey, North 77° 04' 37" West, 80.55 feet to a 1/2 inch iron pipe and tag; thence North 53° 05' 56" West, 212.77 feet to a 1/2 inch iron pipe and tag; thence North 83° 45' 24" West, 243.78 feet to a 1/2 inch iron pipe and tag; thence South 72° 08' 29" West, 119.45 feet to a 1/2 inch iron pipe and tag; thence North 68° 06' 50" West, 173.62 feet to a 1/2 inch iron pipe and tag; thence North 87° 33' 58" West, 199.56 feet to a 1/2 inch iron pipe and tag; thence North 64° 28' 00" West, 112.22 feet to a 1/2 inch iron pipe and tag; thence leaving the center of said 20 foot easement, North 1° 05' 50" West, 299.63 feet to a point marking the most Southerly corner of Lot 1, as delineated on that certain Parcel Map No. 4105, recorded in Book 221 of Maps, Page 50, Sonoma County Records, said point marking the most Southerly corner of Lot 1, being a point in the center of Mark West Creek; thence leaving the center of Mark West Creek, North 19° 16' 51" East, 200.00 feet to a 1/2 inch iron pipe and tag on the Easterly line of said Lot 1 of Parcel Map No. 4105; thence continuing along the Easterly line of said lot, North 19° 16' 51" East, 193.73 feet to a 1/2 inch iron pipe and tag; thence continuing North 19° 16'

EXHIBIT "A"

Legal Description (continued)

51" East, 206.90 feet to a 1/2 inch iron pipe and tag; thence North 31° 06' East, 206.16 feet to a 1/2 inch iron pipe and tag; thence North 8° 29' 15" East, 178.21 feet to a 1/2 inch iron pipe and tag; thence North 1° 41' 59" West, 246.95 feet to a 1/2 inch iron pipe and tag; thence North 14° 26' 49" West, 92.30 feet to a 1/2 inch iron pipe and tag; thence North 9° 06' 59" East, 229.70 feet to a 1/2 inch iron pipe and tag; thence continuing North 9° 06' 59" East, 92.08 feet to a point in the center of Porter Creek said point marking the most Northeast corner of said Lot 1, further said point also being a point on the Southerly line of Lot 1, as delineated on Parcel Map No. 3229, recorded in Book 189 of Maps, Page 47, Sonoma County Records; thence along the center of Porter Creek, being common to the Southerly line of said Lot 1 of Parcel Map No. 3229, South 77° 21' 39" East, 104.18 feet; thence North 80° 08' 03" East, 184.21 feet to a point; thence North 83° 44' 14" East, 192.03 feet to a point; thence North 73° 04' 57" East, 164.89 feet to a point; thence North 21° 53' 36" East, 263.32 feet to a point; thence leaving the center of Porter Creek, South 89° 13' 09" East, 26.49 feet to a point marking the Southeast corner of said Lot 1 of Parcel Map No. 3229, said point also being on the mid-section line through said Section 12; thence along said mid-section line, South 0° 46' 51" West, 786.67 feet to a point, from which a 2 inch iron pipe and brass cap being a witness corner bears North 0° 36' 49" East, 0.76 feet; thence continuing along said mid-section line, South 0° 46' 51" West, 1313.42 feet to the point of beginning.

Basis of bearing: North 52° 52' 40" East along the Southeast side of Porter Creek Road between found monuments as per Parcel Map No. 3229, recorded in Book 189 of Maps, Page 47, Sonoma County Records. All tags mentioned bear the inscription Hogan, Schoch & Associates, LS 2798, from Surveys by E. Robert Jacobson, LS 3218.

PARCEL THREE:

Being a portion of Lot 1, as shown upon Parcel Map No. 3229, filed in the office of the County Recorder in Book 189 of Maps, Page 47, Sonoma County Records more particularly described as follows:

Beginning at the most Southerly corner of that parcel conveyed to the County of Sonoma, by Deed recorded in Book 2761 of Official Records, Page 805, Sonoma County Records, as the same parcel is shown upon said Parcel Map No. 4105; thence following the Southeasterly line of said County parcel, being the Northwesterly line of said Parcel 1, along a curve to the left, whose radial line bears North 34° 37' 21" West and having a radius of 643.00 feet through a central angle of 2° 29' 59" for a distance of 28.05 feet to a point; thence continuing along said County parcel line, North 52° 52' 40" East, 131.77 feet to a point, from which a standard county brass cap well monument bears South 87° 58' 16" West, 76.98 feet; thence leaving said County parcel, North 87° 58' 16" East, 46.65 feet to a set rebar and cap marked LS 5493; thence South 37° 18' 25" East, 135.87 feet to a point in Porter Creek, and on the Southerly line of said Lot 1; thence South 76° 20' 36" West, 4.26 feet to an angle point in said Southerly line of Lot 1; thence continuing along said South line and leaving Porter Creek, North 87° 24' 08" West, 252.89 feet to the point of beginning.

Excepting therefrom Parcels One, Two and Three above that portion described as follows:

Parcel A:

Lying within Section 12, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, and being a portion of Lot 1 as shown on Parcel Map Number No. 4105 recorded in Book 221 at Page 50, Sonoma County Records, said portion more particularly described as follows:

Beginning at a point on the Southeasterly boundary of Porter Creek Road being the most Northwesterly corner of said Lot 1 being marked by a 1/2 inch iron pipe tagged LS 2798 from which a 1/2 inch iron pipe tagged LS 2798 bears South 00° 50' 25" East, 9.83 feet; thence along the Northwesterly boundary of said Lot 1 North 67° 38' 01" East, 37.85 feet; thence leaving said Northwesterly boundary South 50° 00' 52" East, 140.24 feet to a 1/2 inch iron

EXHIBIT "A"
Legal Description
(continued)

pipe tagged PLS 7935; thence South 59° 39' 23" East, 149.74 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 42° 49' 22" East, 130.51 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 00° 35' 07" East, 169.08 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 37° 55' 48" West, 169.29 feet to a point on the Westerly boundary of said Lot 1 being marked by a 1/2 inch iron pipe tagged LS 2798; thence along said Westerly boundary North 25° 32' 10" West, 598.30 feet to a point marked by a 1/2 inch iron pipe tagged LS 2798; thence continuing along said Westerly boundary North 00° 50' 25" West, 9.83 feet to the point of beginning. Basis of Bearings is from a previous survey performed under my direction from which record of Survey was prepared and recorded in Book 721 of Maps at Pages 27 through 29, Sonoma County Records.

Parcel B:

Lying within Sections 12 and 13, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, and being a portion of Lots 1 and 2 as shown on Parcel Map Number No. 4105 recorded in Book 221 at Page 50, Sonoma County Records, said portion more particularly described as follows:

Beginning at the 1/4 corner common to said Sections 12 and 13 being marked by a 2 inch iron pipe with a 3 inch brass disk tagged LS 2757; thence along the Easterly boundary of the Northwest 1/4 of said Section 13 South 00° 20' 18" West, 352.30 feet to the centerline of a 20.00 foot road easement known as Cresta Road as shown on that certain Record of Survey recorded in Book 721 at Pages 27 through 29, Sonoma County Records; thence along said centerline North 77° 51' 53" West, 80.62 feet to a 1/2 inch iron pipe tagged LS 2798; thence continuing along said centerline North 53° 58' 17" West, 212.60 feet to a 1/2 inch iron pipe tagged LS 2798; thence continuing along said centerline North 84° 37' 22" West, 243.72; thence continuing along said centerline South 71° 16' 31" West, 119.42; thence continuing along said centerline North 68° 58' 48" West, 173.58 feet to a 1/2 inch iron pipe tagged LS 2798; thence continuing along said centerline North 88° 27' 09" West, 199.56; thence continuing along said centerline North 65° 18' 35" West, 112.22 feet to a 1/2 inch iron pipe tagged LS 2798; thence leaving said centerline North 01° 56' 25" West, 266.89 feet to the most Southerly corner of said Lot 1; thence along the Southwesterly boundary of said Lot 1 North 35° 34' 56" West, 258.20 feet; thence continuing along said Southwesterly boundary North 63° 14' 08" West, 185.66 feet; thence continuing along said Southwesterly boundary South 88° 42' 41" West, 66.10 feet; thence continuing along said Southwesterly boundary North 34° 44' 10" West, 214.60 feet to a point being marked by a 1/2 inch iron pipe tagged PLS 7935; thence leaving said Southwesterly boundary North 83° 10' 04" East, 112.10 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 80° 23' 27" East, 86.17 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 76° 03' 57" East, 51.72 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 71° 05' 01" East, 52.31 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 75° 34' 50" East, 138.46 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 82° 24' 18" East, 93.65 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 72° 32' 39" East, 97.80 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 69° 48' 04" East, 104.49 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 78° 36' 26" East, 537.79 feet to a 1/2 inch iron pipe tagged PLS 7935; thence North 43° 12' 48" East, 500.12 feet to a point on the Easterly boundary of the Southwest 1/4 of said Section 12 said point being marked by a 1/2 inch iron pipe tagged PLS 7935; thence along said Easterly boundary South 00° 07' 29" East, 739.47 feet to the point of beginning.

APN: 079-090-015-000

TRACT FOUR (APN: 028-060-058-000)

Parcel A:

Lot 1, as numbered and designated upon Parcel Map No. M.S. 5036, filed December 26, 1975 in Book 228 of Maps at Page 43, Sonoma County Records.

EXHIBIT "A"
Legal Description
(continued)

Excepting therefrom all that portion thereof conveyed to John S. Mc Cullough and Martha Mc Cullough, husband and wife as community property, recorded December 19, 1996, Instrument No. 1996-0112385, of Official Records.

Pursuant to Lot Line Adjustment LLA 96-0107, as disclosed by that certain Grant Deed, recorded December 19, 1996, Instrument No. 1996-0112385, of Official Records.

Parcel B:

An easement for roadway, electrical power and telephone purposes within that certain 60 foot easement, as shown on Parcel Map No. M.S. 5036, filed December 26, 1975 in Book 228 of Maps at Page 43, Sonoma County Records.

Except that portion located within Lot 1 as shown on said Map.

Parcel C:

A 20 foot roadway easement extending from the West line of Parcel A described above, Westerly to Porter Creek Road as said easement is designated on that certain Record of Survey, filed December 18, 1973 in Book 202 of Maps at Page 19, Sonoma County Records.

Parcel D:

An easement for ingress, egress and utilities over and under that portion of that certain 60 foot easement shown on Parcel Map No. M.S. 5036, filed December 26, 1975 in Book 228 of Maps at Page 43, Sonoma County Records, lying within that certain property described in, and being reserved by, that certain Grant Deed recorded December 19, 1996, Instrument No. 1996-0112385, of Official Records.

TRACT FIVE (APN: 028-060-064-000, 028-060-066-000 and 028-060-067-000)

PARCEL ONE:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as The John McCullough and Martha McCullough Trust, as described in that deed recorded under Document No. 2001-005744 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being all of that portion of Lot 2 of Tract No. 639 of the "Grande Ranch Subdivision" filed in Book 345 of Maps, at Pages 43 and 44, Sonoma County Records, lying Westerly of the following described line:

Commencing at a 2" iron pipe and bronze cap marking the common Quarter corner between Sections 13 and 18, Township 8 North, Range 7 & 8 West, M.D.M., as shown on the aforementioned subdivision map; thence North 01° 04' 16" West (Map North 00° 15' 46" East); 1937.86 feet along the common line between Sections 13 and 18 to the common Easterly corner of Lots 1 and 2 of said subdivision map; thence along the common line between said Lots 1 and 2 North 84° 01' 32" West (Map North 82° 41' 30" West); 489.41 feet to a 1/2" iron pipe tagged LS 3890 being the True Point of Beginning of the herein described line; thence leaving said common line South 45° 20' 02" East, 600.13 feet to a 1/2" iron pipe tagged LS 3890; thence South 29° 43' 51" East, 139.40 feet to a 1/2"

EXHIBIT "A"
Legal Description
(continued)

iron pipe tagged LS 3890 on the common line between aforementioned Sections 13 and 18 and being the Point of Termination of the herein described line.

APN: 028-060-064-000 (Portion)

PARCEL TWO:

Being portions of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust, as described in those deeds recorded under Document Nos. 2001-005750 and 2001-005740 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being portions of Lot B as shown on that Record of Survey filed in Book 568 of Maps, at Pages 20 & 21, and Lot 4 of Section 18, Township 18 North, Range 7 West, M.D.M., as shown on that Record of Survey filed in Book 470 of Maps, at Page 48, both maps of Sonoma County Records and being more particularly described as follows:

Beginning at a 1/2" iron pipe tagged LS 3890 at the Northwesterly corner of Lot 4 of Section 18, Township 8 North, Range 7 West, M.D.M., as shown on said map; thence from said Point of Beginning and along the Westerly line of Section 18 North 01° 04' 16" West, 152.81 feet to a point, said point being the "Point of Termination" of the line described in Parcel One above; thence leaving said section line South 29° 43' 51" East, 159.61 feet to a 1/2" iron pipe tagged LS 3890; thence South 70° 01' 03" West, 45.06 feet to the Northerly line of said Lot 4; thence continuing South 70° 01' 03" West, 35.86 feet to a point in an 18" fir tree on the Westerly line of said Section 18 from which a 1/2" iron pipe tagged LS 3890 bears North 70° 01' 03" East, 3.28 feet; thence along said Westerly line North 01° 04' 16" West, 13.47 feet to the Point of Beginning.

APN: 028-060-064-000 (Portion)

PARCEL THREE:

Lot 1 as numbered and designated upon Parcel Map #DL-27-60 filed December 2, 1974 in Book 217 of Maps, Page 1, Sonoma County Records.

APN: 028-060-066-000 (Portion)

PARCEL FOUR:

Being a portion of the lands of GKM Associates, a partnership as described in that deed recorded in Book 2926 of Official Records, Page 440, Sonoma County Records, said portion being more particularly described as follows:

Beginning at a found 1/2" iron pipe and tag L.S. 2798 in mound of rocks marking the center of Section 13, Township 8 North, Range 8 West, M.D.M.; thence along the line common to the Northeast 1/4 and Southeast 1/4 of said Section 13, South 89° 03' 31" East, 1 234.97 feet to a point in the Westerly line of the lands of John McCullough, et ux, as described in that deed recorded in Book 2738 of Official Records, Page 591, Sonoma County Records; thence along said line the following courses South 497.59 feet, East, 660.00 feet, South, 1320.00 feet and East 660.00 feet to a point on the Section line common to Section 13, Township 8 North, Range 8 West, and Section 18; Township 8 North, Range 7 West, M.D.M.; thence along said line South 0° 21' 53" West 844.69

EXHIBIT "A"

Legal Description
(continued)

feet to the Section corner common to Section 13 and 24; Township 8 North, Range 8 West and Section 18 and 19, Township 8 North, Range 8 West, M.D.M.; thence along the line common to Section 13 and 24, Township 8 North, Range 8 West, M.D.M., North 88° 07' 57" West, 2605.49 feet to a set 2" iron pipe and brass cap marked 1/4 Section 13, Section 24, 1984, LS 3890 marking the 1/4 corner between Section 13 and 24 Township 8 North, Range 8 West, M.D.M.; thence along the line common to the Southwest 1/4 and Southeast 1/4 of said Section 13 North 1° 12' 21" East, 2598.20 feet to the true point of beginning.

Saving and excepting therefrom that portion conveyed to Carolyn G. Sharp, by deed recorded October 24, 1994 under Document No. 1994-0117397, Sonoma County Records.

APN: 028-060-066-000 (Portion)

PARCEL FIVE:

Being a portion of the lands of Macounsel, Inc. as described in that deed recorded in Book 2738, of Official Records, Page 595, Sonoma County Records, said portion being more particularly described as follows:

Beginning at a found 1/2" iron pipe and tag LS 2798 marking the Northwest corner of the lands of John and Martha McCullough as described in that Deed recorded in Book 2738 of Official Records, Page 591, Sonoma County Records; thence along the Northerly line of said lands East, 1335.23 feet to a 1/2" iron pipe and tag L.S. 2798 marking the Northeast corner of said lands, said point also being the Southeast corner of Lot 2 of Parcel Map No. 5036 filed in Book 228 of Maps, Page 43, Sonoma County Records; thence along the Easterly line of said Lot 2, North 0° 15' 46" East, 451.34 feet to a point from which a set 1/2" iron pipe and tag LS 3890 bears North 71° 21' 05" East, 3.28 feet; thence South 71° 21' 05" West 1411.00 feet to the true point of beginning.

APN: 028-060-066-000 (Portion)

PARCEL SIX:

Lot Number Four (4) in Section Eighteen (18), in Township Eight (8) North, Range Seven (7) West, Mount Diablo Meridian.

EXCEPTING therefrom:

Commencing at a 1/2" iron pipe tagged LS 3890 at the Northwest corner of Lot 4 of Section 18, Township 8 North, Range 7 West, M.D.M., as shown on that Record of Survey filed in Book 470 of Maps, at Page 48, Sonoma County Records; thence along the Northerly line of said Lot 4 South 87° 57' 13" East 80.83 feet to a point being the True Point of Beginning of the herein described parcel; thence along said Northerly line South 14° 43' 24" East, 503.39 feet to a 1/2" iron pipe tagged LS 3890; thence South 04° 23' 58" East, 162.12 feet to a 1/2" iron pipe tagged LS 3890; thence South 46° 37' 51" East, 360.54 feet to a 1/2" iron pipe tagged LS 3890; thence South 23° 51' 44" East, 168.96 feet to a 1/2" iron pipe tagged LS 3890; thence South 10° 17' 28" East, 266.37 feet to a 1/2" iron pipe tagged LS 3890 at the Southeast corner of the aforementioned Lot 4; thence along the East and North line of said Lot 4 North 00° 46' 46" East, 1293.66 feet to a 1/2" iron pipe tagged LS 3890; thence North 87° 57' 13" West, 536.35 feet to the Point of Beginning.

EXHIBIT "A"
Legal Description
(continued)

ALSO EXCEPTING therefrom said deed the following described parcel:

Beginning at the above described Northwest corner of Lot 4; thence from said Point of Beginning and along the Northerly line of said Lot 4 South 87° 57' 13" East, 33.97 feet; thence leaving said Northerly line South 70° 01' 03" West, 35.86 feet to the Southeast corner of Lot 2 of Tract No. 639 of the "Grande Ranch Subdivision" filed in Book 345 of Maps, at Pages 43 and 44, Sonoma County Records, being the Westerly line of the aforementioned Lot 4 from which a 1/2" iron pipe tagged LS 3890 bears North 70° 01' 03" East, 3.28 feet (Map North 71° 21' 05" East); thence along the Westerly line of said Lot 4 North 01° 04' 16" West, 13.47 feet to the Point of Beginning.

APN: 028-060-066-000 (Portion)

PARCEL SEVEN:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust, as described in that deed recorded under Document No. 2001-005750 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being that portion of Lot B as shown on that Record of Survey filed in Book 568 of Maps, at Pages 20 and 21, Sonoma County Records lying Westerly of the following described line:

Beginning at a 1/2" iron pipe tagged LS 3890 at the Southeasterly corner of Lot 4 of Section 18 of Township 8 North, Range 7 West, M.D.M., as shown on said map; thence from said Point of Beginning; thence South 67° 08' 32" East, 520.38 feet to a 1/2" iron pipe tagged LS 3890; thence South 50° 00' 00" East, 180.00 feet to a 1/2" iron pipe tagged LS 3890; thence South 10° 09' 35" East, 244.01 feet to a 1/2" iron pipe tagged LS 3890; thence South 57° 10' 46" East, 200.00 feet to a 1/2" iron pipe tagged LS 3890; thence South 52° 06' 33" East, 436.22 feet to a 1/2" iron pipe tagged LS 3890; thence South 16° 33' 37" East, 395.52 feet to a 1/2" iron pipe tagged RCE 16530; thence South 07° 23' 12" East, 3.57 feet to the common Southerly corner of Lots 6 and 10 of the aforementioned Section 18 and being the Point of Termination of the herein described line.

APN: 028-060-067-000

PARCEL EIGHT:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust, as described in that deed recorded under Document No. 2001-005750 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being a portion of Lot B as shown on that Record of Survey filed in Book 568 of Maps, at Pages 20 and 21, Sonoma County Records and being more particularly described as follows:

Commencing at the Northwest corner of Lot 4 of Section 18 as shown on said Record of Survey also being an angle point in said Lot B; thence along the common line between Lot 4 and Lot B South 87° 57' 13" East, 33.97 feet to the True Point of Beginning of the herein described parcel from which the Southeast corner of Lot 2 of Tract 639 of the "Grande Ranch Subdivision" bears South 70° 01' 03" West, 35.86 feet; thence leaving said common

EXHIBIT "A"
Legal Description
(continued)

line North 70° 01' 03" East, 45.06 feet to a 1/2" iron pipe tagged LS 3890; thence South 14° 43' 24" East, 17.65 feet to the aforementioned, common line between Lots 4 and B; thence along said line North 87° 57' 13" West, 46.86 feet to the Point of Beginning.

APN: 028-060-066-000 (Portion)

PARCEL NINE:

Being a portion of the lands of Norman L. Poulsen as described in that deed recorded in Book 1720 of Official Records, at Page 211, Sonoma County Records and more precisely described as follows:

Being Lots 7 and 8 of Section 18, in Township 8 North, Range 7 West, M.D.M.

APN: 028-060-066-000 (Portion)

PARCEL TEN:

Lying within the Northeast ¼ of Section 13, T8N, R8W, MDM., being an easement for Roadway and Utilities purposes 60 feet in width over the existing road the centerline of said easement more particularly described as follows:

Commencing at a 2" iron pipe and Brass Cap stamped L.S.2757 marking the North ¼ corner of Section 13; thence from said point of commencement South 01 degrees 12 minutes 21 seconds West 352.30 feet to a point in the road known as Cresta Road and being delineated on the Record of Survey filed in Book 202 of Maps at page 19 of Sonoma County Records also being on the Westerly line of the Northeast ¼ of said Section 13, the True Point of Beginning of the centerline to be herein described; thence and along the centerline of said road South 77 degrees 04 minutes 37 seconds East 43.77 feet; thence South 55 degrees 27 minutes East 266.96 feet; thence South 84 degrees 20 minutes 40 seconds East 165.38 feet; thence South 49 degrees 22 minutes 35 seconds East 29.38 feet; thence continuing South 49 degrees 22 minutes 35 seconds East 324.88 feet to the lot line common to Lots 1 and 2 of Grande Ranch Subdivision recorded in Book 345 of Maps at pages 43,44 of Sonoma County Records the terminus of this easement. The side lines of this easement at the beginning are to be lengthened or shortened to close on the westerly line of the said northeast ¼ of section 13 and at the terminus the side lines are to close on the line common to said lots 1 and 2 and its projection southwestly.

This easement is based on the Parcel Map No. MS.5036 recorded in Book 228 of Maps at Page 44, of Sonoma County Records.

PARCEL ELEVEN:

An easement over a strip of land for road access, utility and drainage purposes, said strip of land having a uniform width of 60 feet, the centerline of which is more particularly described as Parcel Three in that certain Deed recorded in Book 2926 of Official Records, at Page 440, Sonoma County Records.

PARCEL TWELVE:

An easement for roadway purposes, 20 feet in width, as said roadway is shown and designated on that certain Record of Survey filed for record December 18, 1973 in Book 202 of Maps, at Page 19, Sonoma County Records

EXHIBIT "A"
Legal Description
(continued)

and transferred by the following documents recorded in Sonoma County Records: Book 2820 OR Pg 465 SCR; Book 2820 OR Pg 470 SCR; Book 2820 OR Pg 460 and 2787 OR Pg 399 SCR; Book 2787 OR Pg 408 SCR; Book 2787 OR Pg 416 SCR; Book 2800 OR Pg 955 SCR; Book 2787 OR Pg 420 SCR; Book 2838 OR Pg 455 SCR; Book 2787 OR Pg 412 SCR; Book 2787 OR Pg 403 SCR; Book 2854 OR Pg 414 SCR.

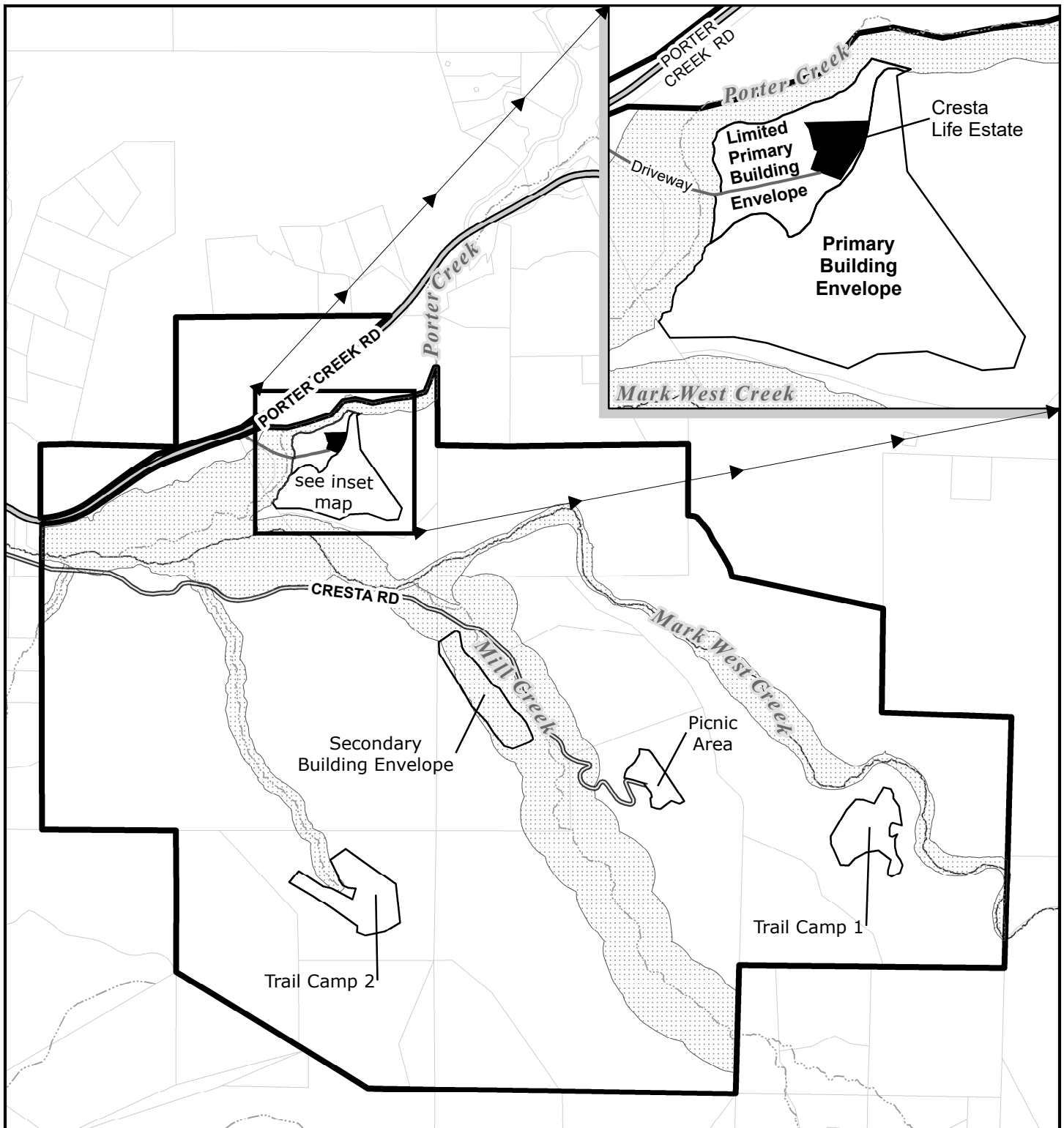
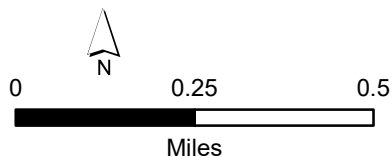


Exhibit "B"
Mark West Creek
Regional Park &
Open Space Preserve
Project Structure Map



**AG +
OPEN
SPACE**
SONOMA COUNTY



Perennial
Waterway
Intermittent
Stream
Major Road

Conservation
Easement
Designation Area
Riparian
Protection Area
William Cresta
Life Estate
(31,283 sq.ft.)

Assessor
Parcel
Mark West Creek
Regional Park &
Open Space Preserve

Map Date: 9/10/2018
Sources: SoCo GIS (parcels, roads);
SCWA/APOSD (streams)
This map is for illustrative purposes; it
is not a definitive property description.

The Easement Designation Areas shown on this map are generated from digital vector data on file with the District; the digital vector data designates the Easement Designation Areas.

C:\Kendall S\GIS\Projects\Mark_West_RP_OSP\PDF\draft_Mark_West_RP_OSP_Project_Structure_BW_300.pdf

EXHIBIT B

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

Free recording per Government Code Section 6103

Mark West Creek Regional Park and Open Space Preserve
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 (“the District”) and the County of Sonoma, a political subdivision of the State of California (“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").

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. GRANTOR agrees that the Property will become Mark West Creek Regional Park and Open Space Preserve which will consist of the Cresta 1 property (APN 079-090-008, 079-020-033) (the "Cresta 1 Property"), Cresta 2 property (APN 079-090-008) (the "Cresta 2 Property"), Cresta 3 property (APN 079-090-015) (the "Cresta 3 Property"), the McCullough 1 property (APNs 028-060-062, 028-060-063, 028-070-036, 028-060-047, 028-060-048, 028-060-053, 028-060-054) (the "McCullough 1 Property"), the McCullough 2 property (APNs 028-060-064, -066 & -067) (the "McCullough 2 property"), and the Wendle property (APN 028-060-058) (the "Wendle Property"). The Cresta 1, Cresta 2, Cresta 3, McCullough 1, McCullough 2, and Wendle properties shall hereinafter be referred to collectively as "the Property."

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 five (5) years after the date this Covenant is recorded in the Office of the Sonoma County Recorder, and shall include, at a minimum, general availability of the Property for public hiking, picnicking and other low-intensity public outdoor recreation and educational activities, no less than six hours per day, 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. If a management plan is prepared and approved pursuant to Sections 5.1.9 and 6.1 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.

3. Enforcement.

A. In the event of an uncured breach by Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for appropriate equitable relief; (2) institute a suit to recover damages; (3) accept the offer of dedication set forth in Paragraph 7.A; 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 and allowed by Civil Code Section 815.7(c) resulting from the 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 has been given by the District pursuant to Paragraph 3.B, multiplied by the then current annual interest rate for post judgment interest, provided however, that:

(i) No action for liquidated damages under this Paragraph D shall be filed without the consent of the District's Board of Directors; and

(ii) No liquidated damages shall be assessed during any period for which the 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 Two-Million Dollars (\$2,000,000) 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, Civil Code Sections 815 *et seq.*, 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. *Conveyances; Leasing; Approval of Grantees.* No sale or transfer of the fee interest in the Property may occur without (a) the consent of a majority of the voters of the County of Sonoma at an election called and conducted by the Board of Directors of the District, and (b) the District's determination that the prospective buyer or transferee of such interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's call of election nor its determination and consent shall be unreasonably withheld. A failure to comply with these requirements is a material breach of this Covenant subject to the remedies set forth in Paragraph 3.

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 Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral have been merged into this written instrument, other than the Conservation Easement which remains in full force and effect.

7. *Irrevocable Offer of Dedication.* Pursuant to Public Resources Code section 5565.5, Owner hereby grants to the District and its assignees an irrevocable offer of dedication of the fee interest in the Property, in the form and substance attached hereto as Exhibit B. This offer of dedication may only be accepted by the District, or its assignees, in the event of an uncured breach of Owner's obligations under this Covenant.

8. *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.

9. *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.

IN WITNESS WHEREOF, OWNER and DISTRICT have executed this Covenant this _____ day of _____, 2018.

OWNER:

BY: _____

James Gore
Chair of the Board of Supervisors

DISTRICT:

BY: _____

James Gore
President of the Board of Directors

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 028-060-047-000, 028-060-048-000, 028-060-053-000, 028-060-054-000,
028-060-056-000, 028-060-062-000, 028-060-063-000, 028-070-036-000,
079-090-008-000, 079-090-013-000, 079-090-014-000, 079-090-016-000,
079-090-015-000, 028-060-064, 028-060-066, 028-060-067 and 028-060-058

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT ONE (APN: 028-060-047-000, 028-060-048-000, 028-060-053-000, 028-060-054-000, 028-060-056-000, 028-060-062-000, 028-060-063-000, 028-070-036-000):

PARCEL ONE:

Lots 1 and 2, as shown and delineated upon Parcel Map 8228, recorded December 14, 1984, in Book 366 of Maps, Pages 18 and 19, Sonoma County Records.

APNS: 028-060-047-000, 028-060-048-000

PARCEL TWO:

The Southeast 1/4 of the Southwest 1/4 of Section 13, Township 8 North, Range 8 West, Mount Diablo Base and Meridian:

EXCEPTING therefrom that portion described in the Deed to John B. Reibli, et ux, recorded April 14, 1924 in Book 77 of Official Records, at page 81, Sonoma County Records.

FURTHER EXCEPTING therefrom that portion described in the Deed from Carolyn G. Sharp, a married woman, as her sole and separate property, recorded October 14, 1994 under Document No. 1994-0117397, Sonoma County Records.

APN: 028-060-056-000

PARCEL THREE:

An easement for roadway purposes, 20 feet in width, as said roadway is shown and designated on that certain Record of Survey filed for record December 18, 1973 in Book 202 of Maps, at Page 19, Sonoma County Records.

PARCEL FOUR:

An easement over a strip of land for road access, utility and drainage purposes, said strip of land having a uniform width of 60 feet, the centerline of which is more particularly described as Parcel Three in that certain Deed recorded in Book 2926 of Official Records, at Page 440, Sonoma County Records, and an easement over a strip of land for road access, utility and drainage purposes, said strip of land having a uniform width of 60 feet as shown and as delineated on Parcel Map No. 8228, Book 366 of Maps, at Page 19.

PARCEL FIVE:

Being a portion of the Lands of John McCullough and Martha McCullough as described in those deeds recorded as Document Nos. 84-082391 and 85-004390 both of Official Records, Sonoma County Records, said portion being more particularly described as follows:

Beginning at a found 2 iron pipe stamped LS 3890 marking a point on the southerly line of the above mentioned

EXHIBIT "A"
Legal Description
(continued)

lands of McCullough, said pipe also marking the 1/4 corner common to Sections 13 and 24, T8N. R8W, M.D.M. as shown and delineated on that Parcel Map No. 8228 filed in Book 366 of Maps, at Pages 18 and 19, Sonoma County Records; thence along said southerly and common line North 88° 07' 57" West, 252.00 feet to a set iron pipe; thence leaving last said line North 12° 55' 52" West, 474.92 feet to a set iron pipe; thence North 24° 58' 19" East, 913.08 feet to a found iron pipe marking the southeast corner of Lot 2 as shown and delineated on said parcel Map No 8228; thence North 80° 34' 53" East, 179.90 feet to a set iron pipe; thence South 47° 49' 17" East, 545.12 feet to a set iron pipe; thence South 32° 56' 25" East, 1195.47 feet to a set iron pipe marking a point on said southerly and common line; thence along last said line North 88° 07' 57" West, 1259.50 feet to the point of beginning.

APN 028-060-053-000, 028-060-054-000

PARCEL SIX:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust as described in those deeds recorded as Document Nos. 2001-005740, 2001-005742 to 2001-005745, 2001-005749 to 2001-005751, all of official records, Sonoma County Records and being more particularly described as follows:

Commencing at a 2" iron pipe with a bronze cap stamped "12-7-13-18" marking the common corner to Sections 12 and 13 of Township 8 North, Range 8 West and Sections 7 & 18 of Township 8 North, Range 7 West. M.D.M as shown on that Record of Survey filed in Book 568 of Maps, at Pages 20 and 21, Sonoma County Records; thence along the common line between Sections 12 and 7 on said Map North 00° 22' 23" West, 602.67 feet to a 3/4" iron piped tagged LS 2757 said point being the True Point of beginning of the herein described line; thence leaving said section line and along the southwesterly line of the lands of Joseph J De Marco and Helen R. De Marco Trustees as described in that deed recorded as Document No. 1991-0026169 Sonoma County Records South 82° 58' 12" East, 64.37 feet to a 3/4" iron pipe tagged LS 2757; thence South 67° 29' 42" East, 31.62 feet to a 3/4" iron pipe tagged LS 2757; thence South 39° 21' 22" East, 97.45 feet to a 3/4" iron pipe tagged LS 2757; thence 41° 02' 42" East, 74.78 feet to a 3/4" iron pipe tagged LS 2757; thence south 26° 25' 12" East, 109.14 feet to a 3/4" iron pipe tagged LS 2757; thence South 33° 26' 42" East, 94.41 feet to a 3/4" iron pipe tagged LS 2757; thence South 29° 37' 12" East 155.94 feet to a 3/4" iron piped tagged LS 2757 South 29° 37' 12" East, 78.98 feet to a 3/4" iron piped tagged LS 2757, thence South 14 degrees 20 minutes 42 seconds East, 87.04 feet to a 3/4" iron pipe on the north line of said Section 18; thence South 77° 58' 23" seconds East, 1557.14 feet to the east line of Lot 2 of said Section 18 above described from which a 3/4" iron pipe tagged LS 2757 bears South 77° 58' 23" East, 2.02 feet; thence along said east line South 00° 49' 19" West, 511.68 feet to a point from which a set 1/2" iron pipe tagged LS 3890 bears South 89° 10' 43" East, 1.04 feet, said point being shown on the aforementioned Record of Survey as being the common Easterly corner of Lots "A" and "B"; thence continuing South 00° 49' 17" West, along the Easterly line of said Lot B, 511.68 feet to a 1/2" iron pipe tagged LS 3890 marking the common Easterly corner of Lots 2 and 5 of said Section 18, also being the Northwestern corner of Lot 'C' of said Record of Survey; thence along the Northerly and Easterly line of said Lot "C" South 87° 56' 28" East, 1306.48 feet to the East line of said Lot C; thence along said East line South 00° 51' 47" West, 1303.26 feet to the center of Section 18 being the Northeast corner of Lot 10, Section 18; thence along the East line of said Lot 10 South 00° 51' 47" West, 198.83 feet to the center of the Northerly branch of Mark West Creek from which a set 1/2" iron pipe tagged LS 3890 bears South 29° 38' 23" West, 124.68 feet, said point in the center of Mark West Creek being the common Easterly corner of Lots 'C' and 'B' aforementioned Record of Survey; thence continuing South 00° 51' 47" West along the Easterly line of said Lot 'B', 1028.26 feet to the Southeast corner of Lot 'B'; thence along the Southerly line of said Lot 'B' North 89° 24' 18" West, 1304.87 feet; thence leaving said Southerly line North 07° 23' 12" West, 3.57 feet to a 1/2" iron pipe found; thence North 16° 33' 37" West, 395.52 feet to a 1/2" iron pipe found tagged LS 3890; thence North 52° 06' 33" West, 436.21 feet to a 1/2" iron pipe found tagged LS 3890; thence North 57° 10' 46" West, 200.00 feet to a 1/2" iron pipe found tagged LS 3890; thence North 10° 09' 35" West,

EXHIBIT "A"
Legal Description
(continued)

244.01 feet to a 1/2" iron pipe found tagged LS 3890; thence North 50° 00' 00" West, 180.00 feet to a 1/2" iron pipe found tagged LS 3890; thence North 67° 08' 32" West, 520.38 feet to a 1/2" iron pipe found tagged LS 3890 shown as the Southeast corner of Lot 4 of the Record of Survey filed in Book 470 of Maps, at Page 48, Sonoma County Records, also shown on the aforementioned Record of Survey filed in Book 568 of Maps, at Pages 20 and 21, Sonoma County Records; thence North 10° 17' 28" West, 266.37 feet to a 1/2" iron pipe found tagged LS 3890; thence North 23° 51' 44" West, 168.94 feet to a 1/2" iron pipe found tagged LS 3890; thence North 46° 37' 51" West, 360.54 feet to a 1/2" iron pipe found tagged LS 3890; thence North 04° 23' 58" West, 162.12 feet to a 1/2" iron pipe found tagged LS 3890; thence North 14° 43' 24" West, 503.39 feet to the point on a Northerly line of said Lot 4 from which the Northeast corner of said Lot 4 bears South 87° 57' 13" East, 536.35 feet; thence continuing North 14° 43' 24" West, 17.65 feet to a 1/2" iron pipe found tagged LS 3890 from which the Southeasterly corner of Lot 2 of Tract No. 639 of the "Grande Ranch Subdivision" filed in Book 345 of Maps, at Pages 43 and 44, Sonoma County Records bears South 70° 01' 03" West, 80.92 feet, said bearing being the Northeasterly projection of said lot 2 (map bearing, North 71° 21' 05" East); thence North 29° 43' 51" West, 299.00 feet to a 1/2" iron pipe found tagged LS 3890; thence North 45° 20' 02" West, 600.13 feet to a 1/2" iron pipe found tagged LS 3890 on the common line of Lots 1 and 2 of said "Grande Ranch Subdivision" from which the common East corner of said lots bears South 84° 01' 32" East (Map South 82° 41' 30" East), 489.41 feet; thence continuing North 45° 20' 02" West, 185.19 feet to a 1/2" iron pipe tagged LS 3890; thence North 67° 53' 35" West, 387.29 feet to a 1/2" iron pipe found tagged LS 3890; thence North 42° 47' 29" West, 416.20 feet, more or less, to the common line between the aforementioned Sections 12 and 13, from which a 3/4" iron pipe bears South 88° 32' 52" East, 75.00 feet; thence along said common line of Sections 12 & 13 South 89° 16' 31" West, 1278.22 feet, more or less, to a 2" iron pipe with bronze cap stamped 12/13 marking the common Quarter corner of said Sections; thence along the Westerly line of the Southwest Quarter of the Southeast Quarter of Section 12 North 00° 29' 22" West, 1309.22 feet to the Southwest corner of the lands of Cowan as described in that deed recorded in Book 2604 of Official Records, at Page 338, Sonoma County Records; thence leaving said Westerly line and along the Southerly line of Cowan North 89° 59' 26" East, 23.96 feet to a 3/4" iron pipe; thence continuing North 89° 59' 26" East, 706.22 feet to the Southeast corner of Cowan; thence North 00° 00' 34" West, 17.80 feet to a 3/4" iron pipe marking the Southwest corner of Parcel 4 as shown on Parcel Map No. 7824 filed in Book 347 of Maps, at Page 45, Sonoma County Records; thence along the Southerly line of said Parcel 4 and Parcel 3 of said Map North 89° 16' 31" East, 1798.53 feet, more or less, to a 3/4" iron pipe on the common line between the aforementioned Sections 12 and 7; thence along said Township line South 00° 22' 33" East, 715.35 feet to the Point of Beginning.

APN: 028-060-062-000, 028-070-036-000

PARCEL SEVEN:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust, as described in the deed recorded under Document No. 2001-005745 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being all of that portion of Lot 1 of Tract No. 639 of the "Grande Ranch Subdivision" filed in Book 345 of Maps, at Pages 43 and 44, Sonoma County Records, lying Westerly of the following described line:

Commencing at a 2" iron pipe and bronze cap marking the common Quarter corner between Sections 13 and 18, Township 8 North, Range 7 and 8 West, M.D.M., as shown on the aforementioned subdivision map; thence North 01° 04' 16" West (Map North 00° 15' 46" East), 1937.86 feet to the common Easterly corner of Lots 1 and 2 of said subdivision map; thence along the common line between said Lots 1 and 2 North 84° 01' 32" West (Map North 82° 41' 30" West), 489.41 feet to a 1/2" iron pipe tagged LS 3890 being the True Point of Beginning of the herein described line; thence leaving said common line North 45° 20' 02" West, 185.19 feet to a 1/2" iron pipe tagged LS 3890; thence North 67° 53' 35" West, 387.29 feet to a 1/2" iron pipe tagged LS 3890; thence North 42° 47' 29"

EXHIBIT "A"
Legal Description
(continued)

West, 416.20 feet, more or less, to a 1/2" iron pipe tagged LS 3890 on the Northerly line of said Lot 1 and being the Point of Termination of the herein described line from which a 2" iron pipe and bronze cap marking the Quarter corner Sections 12 and 13 of Township 8 North, Range 8 West bears South 89° 16' 31" West (Map North 89° 23' 28" West), 1278.22 feet, also from said Point of Termination a 3/4" iron pipe also bears South 88° 33' 52" West, 75.00 feet.

APN: 028-060-063-000 (portion)

PARCEL EIGHT:

Being a portion of the lands of Wayne W. and Maureen Wendle as described in that deed recorded as Document Number 95-0009006, Sonoma County Records and being a portion of Lot 1 of Parcel Map No. MS 5036 filed in Book 228 of Maps, Page 44 Sonoma County Records lying within the Northeast 1/4 of Section 13, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, as follows:

Beginning at a 2" diameter iron pipe with a brass cap marking the North 1/4 corner of said Section 13, as shown on said Parcel Map No. M. S. 5036, also being the Northwest corner of Lot 1 on said Parcel Map No. M. S. 5036; thence along the West line of said Lot 1, South 1° 12' 21" West, 352.30 feet to a point on the centerline of a 60 foot wide easement; thence along the centerline of said 60 foot wide easement South 77° 04' 37" East, 43.77 feet; thence South 55° 27' East, 266.96 feet; thence South 84° 20' 40" East, 165.38 feet; thence South 49° 22' 35" East, 29.38 feet to an angle point on the Westerly line of Lot 2 of said Parcel Map No. M.S. 5036; thence along the Westerly line of Lot 2 North 45° 18' 33" East, 64.88 feet; thence North 36° 12' 53" West, 170.84 feet; thence North 63° 30' 48" West, 246.87 feet; thence North 12° 54' 16" West, 150.06 feet; thence North 41° 50' 26" East, 143.06 feet to the common Northerly corner of Lots 1 and 2 being a point on the Northerly line of said Section 13; thence along the Northerly line of said Section 13 and the Northerly line of Lot 1 of said Parcel Map no. M. S. 5036 North 89° 23' 28" West, 228.17 feet to the point of beginning.

APN: 028-060-063-000 (Portion)

PARCEL NINE:

Lying within the Northeast ¼ of Section 13, T8N, R8W, MDM., being an easement 60 feet in width over the existing road the centerline of said easement more particularly described as follows:

Commencing at a 2" iron pipe and Brass Cap stamped L.S.2757 marking the North ¼ corner of Section 13; thence from said point of commencement South 01 degrees 12 minutes 21 seconds West 352.30 feet to a point in the road known as Cresta Road and being delineated on the Record of Survey filed in Book 202 of Maps at page 19 of Sonoma County Records also being on the Westerly line of the Northeast ¼ of said Section 13, the True Point of Beginning of the centerline to be herein described; thence and along the centerline of said road South 77 degrees 04 minutes 37 seconds East 43.77 feet; thence South 55 degrees 27 minutes East 266.96 feet; thence South 84 degrees 20 minutes 40 seconds East 165.38 feet; thence South 49 degrees 22 minutes 35 seconds East 29.38 feet; thence continuing South 49 degrees 22 minutes 35 seconds East 324.88 feet to the lot line common to Lots 1 and 2 of Grande Ranch Subdivision recorded in Book 345 of Maps at pages 43,44 of Sonoma County Records the terminus of this easement.

The side lines of this easement at the beginning are to be lengthened or shortened to close on the westerly line of the said northeast ¼ of section 13 and at the terminus the side lines are to close on the line common to said lots 1 and 2 and its projection southwesterly.

This easement is based on the Parcel Map No. MS.5036 recorded in Book 228 of Maps at Page 44, of Sonoma County Records.

EXHIBIT "A"
Legal Description
(continued)

APN: 028-060-063-000 (Portion)

TRACT TWO (APN: 079-090-008-000, 079-090-013-000, 079-090-014-000, 079-090-016-000):

PARCEL ONE:

The Southeast 1/4 of the Northwest 1/4 of Section 13, Township 8 North, Range 8 West, M.D.M.

APN: 079-090-008-000 (Portion)

PARCEL TWO:

The Southeast 1/4 of the Southeast 1/4 of Section 11; the West 1/2 of the Southwest 1/4, the Southeast 1/4 of the Southwest 1/4 of Section 12; the West 1/2 of Northwest 1/4 of Section 13; the East 1/2 of the Northeast 1/4 of Section 14; the Northeast 1/4 of the Northwest 1/4 of Section 13; the Northeast 1/4 of the Southwest 1/4 of Section 12; all in Township 8 North, Range 8 West, M.D.B. & M.

Excepting therefrom that portion thereof conveyed to the County of Sonoma for road purposes in that certain deed dated September 20, 1930, executed by John H. Curtis, Fannie M. Curtis, Mary Chandler and Hattie A. Sharp, recorded on September 30, 1930, in Book 274 of Official Records, Page 243, Sonoma County Records and particularly described as follows:

A strip of land 40 feet in width on each side of the following described centerline:

Beginning at a point in the North line of the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 8 North, Range 8 West, M.D.M., which point is West, 397.36 feet distant from the center of said Section 12; thence from said point of beginning and curving to the right in a Southwesterly direction, with a radius of 500 feet, from a tangent the course of which is South 44° 47' West, a distance of 82.41 feet to a point from which point an iron pipe driven in the ground bears North 35° 46' West, 20 feet distant and an iron pipe driven in the ground bears South 35° 46' East, 20 feet distant; thence South 54° 14' West, 1717.34 feet to a point from which an iron pipe driven in the ground bears North 35° 46' West, 20 feet distant; thence curving to the right, with a radius of 500 feet, a distance of 172.5 feet to a point, from which an iron pipe driven in the ground bears North 16° 00' West, 20 feet distant; thence South 74° 00' West, 287.06 feet to a point from which an iron pipe bears North 16° 00' West, 20 feet distant; thence curving to the right, with a radius of 1000 feet, a distance of 230.67 feet to a point, from which an iron pipe driven in the ground bears North 2° 47' West, a distance of 20 feet; thence South 87° 13' West, 45.15 feet to a point from which an iron pipe in the ground bears South 2° 47' East, 20 feet distant; thence curving to the left, with a radius of 700 feet, a distance of 336.18 feet to a point, from which an iron pipe driven in the ground bears South 30° 18' East, 20 feet distant; thence South 59° 42' West, 875.68 feet; thence curving to the left, with a radius of 250 feet, a distance of 111.77 feet; thence South 34° 05' West, 9.77 feet; thence curving to the right, with a radius of 300 feet, a distance of 289.11 feet; thence South 89° 18' West, 121.98 feet; thence curving to the right, with a radius of 200 feet, a distance of 27.4 feet to a point in the county road running from Santa Rosa to Petrified Forest Via Mark West Springs, which point is North 66° 37' West and 1465.95 feet distant from the corner to Sections 11, 12, 13 and 14, Township 8 North, Range 8 West, M.D.M.

Also excepting therefrom that portion conveyed to the County of Sonoma by instrument recorded May 26, 1941, in Book 526 of Official Records, Page 319, Under Recorder's Serial No. B-32232, Sonoma County Records.

EXHIBIT "A"
Legal Description
(continued)

Also excepting therefrom that portion conveyed to the County of Sonoma by instrument recorded May 11, 1948, in Book 795 of Official Records, Page 155, Under Recorder's Serial No. C-67118, Sonoma County Records.

Also excepting therefrom that portion conveyed to the County of Sonoma by instrument recorded May 11, 1972, in Book 2761 of Official Records, Page 805, Under Recorder's Serial No. M-35370, Sonoma County Records.

Also excepting therefrom that portion shown as Lot 1 on Parcel Map No. 3229, filed in the Office of the County Recorder May 16, 1973, in Book 189 of Maps, Page(s) 47, Sonoma County Records.

Also excepting therefrom that portion shown as Lot 1 on Parcel Map No. 4105, filed in the Office of the County Recorder June 5, 1975, in Book 221 of Maps, Page(s) 50, Sonoma County Records.

Also excepting therefrom that portion described as follows:

Lying within the Southwest 1/4 of section 12 and the Northwest 1/4 of Section 13, Township 8 North, Range 8 West, M.D.M., being a parcel of land more particularly described as follows:

Beginning at a found 2" iron pipe and brass cap stamped LS-2757, marking the common 1/4 corner between said Sections 12 and 13, Township 8 North, Range 8 West, M.D.M., said 2" iron pipe and brass cap also marking the most Northwest corner of Lot 1, as delineated on Parcel Map No. 5036, filed in the Office of the County Recorder in Book 228 of Maps, Page(s) 43, Sonoma County Records; thence from said 1/4 corner and along the Westerly line of said Lot 1, South 1° 12' 21" West, 352.30 feet to a found 1/2" iron pipe and tag in the center of a 20 foot easement to mark West Springs Road, as delineated on that certain record of survey, filed in the Office of the County Recorder in Book 202 of Maps, Page(s) 19, Sonoma County Records; thence leaving the Westerly line of said Lot 1 and along the centerline of said 20 foot easement, as delineated on said record of survey, North 77° 04' 37" West, 80.55 feet to a 1/2" iron pipe and tag; thence North 53° 05' 56" West, 212.77 feet to a 1/2" iron pipe and tag; thence North 83° 45' 24" West, 243.78 feet to a 1/2" iron pipe and tag; thence South 72° 08' 29" West, 119.46 feet to a 1/2" iron pipe and tag; thence North 68° 06' 50" West, 173.62 feet to a 1/2" iron pipe and tag; thence North 87° 33' 58" West, 199.56 feet to a 1/2" iron pipe and tag; thence North 64° 28' 00" West, 112.22 feet to a 1/2" iron pipe and tag; thence leaving the center of said 20 foot easement North 1° 05' 50" West, 299.63 feet to a point marking the most Southerly corner of Lot 1, as delineated on that certain Parcel Map No. 4105, referred to above, said point marking the most Southerly corner of said Lot 1, being a point in the center of mark West creek; thence leaving the center of mark West Creek, North 19° 16' 51" East, 200.00 feet to a 1/2" iron pipe and tag on the Easterly line of said Lot 1 of Parcel Map No. 4105; thence continuing along the Easterly line of said lot, North 19° 16' 51" East, 193.73 feet to a 1/2" iron pipe and tag; thence continuing North 19° 16' 51" East, 206.90 feet to a 1/2" iron pipe and tag; thence North 31° 06' East, 206.16 feet to a 1/2" iron pipe and tag; thence North 8° 29' 15" East, 178.21 feet to a 1/2" iron pipe and tag; thence North 1° 41' 59" West, 246.95 feet to a 1/2" iron pipe and tag; thence North 14° 26' 49" West, 92.30 feet to a 1/2" iron pipe and tag; thence **North 9° 06' 59" East**, 229.70 feet to a 1/2" iron pipe and tag; thence continuing North 9° 06' 59" East, 92.08 feet to a point in the center of Porter Creek, said point marking the most Northeast corner of said Lot 1, further said point also being a point on the Southerly line of Lot 1, as delineated on Parcel Map No. 3229, referred to above; thence along the center of Porter Creek, being common to the Southerly line of said Lot 1 of Parcel Map No. 3229, South 77° 21' 39" East, 104.18 feet; thence North 80° 08' 03" East, 184.21 feet to a point; thence North 83° 44' 14" East, 192.03 feet to a point; thence North 73° 04' 57" East, 164.89 feet to a point; thence North 21° 53' 36" East, 263.32 feet to a point; thence leaving the center of Porter Creek, South 89° 13' 09" East, 26.49 feet to a point marking the Southeast corner of said Lot 1 of Parcel Map No. 3229, said point also being on the mid-section line through said Section 12; thence along said mid-section line, South 0° 46' 51" West, 786.67 feet to a point, from which a 2" iron pipe and brass cap being a witness corner bears North 0° 36' 49" East, 0.76 feet; thence continuing along said mid-section line South 0° 46' 51" West, 1313.42 feet to the point of beginning.

EXHIBIT "A"
Legal Description
(continued)

Basis of bearing: North 52° 52' 40" East along the Southeast side of Porter Creek Road between found monuments as per Parcel Map No. 3229, referred to above. All tags mentioned bears the Inscription Hogan, Schoch & Associates, LS-2798, from surveys by E. Robert Jacobson, LS-3218.

APN: 079-090-008-000 (Portion) and 079-090-016-000

PARCEL THREE:

Lying within Section 12, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, and being a portion of Lot 1 as shown on Parcel Map Number 4105 recorded in Book 221 at Page 50, Sonoma County Records, said portion more particularly described as follows:

Beginning at a point on the Southeasterly boundary of Porter Creek Road being the most Northwesterly corner of said Lot 1 being marked by a 1/2" iron pipe tagged LS-2798 from which a 1/2" iron pipe tagged LS-2798 bears South 00° 50' 25" East, 9.83 feet; thence along the Northwesterly boundary of said Lot 1 North 67° 38' 01" East, 37.85 feet; thence leaving said Northwesterly boundary South 50° 00' 52" East, 140.24 feet to a 1/2" iron pipe tagged PLS-7935; thence South 59° 39' 23" East, 149.74 feet to a 1/2" iron pipe tagged PLS-7935; thence South 42° 49' 22" East, 130.51 feet to a 1/2" iron pipe tagged PLS-7935; thence South 00° 35' 07" East, 169.08 feet to a 1/2" iron pipe tagged PLS-7935; thence South 37° 55' 48" West, 169.29 feet to a point on the Westerly boundary of said Lot 1 being marked by a 1/2" iron pipe tagged LS-2798; thence along said Westerly boundary North 25° 32' 10" West, 598.30 feet to a point marked by a 1/2" iron pipe tagged LS-2798; thence continuing along said Westerly boundary North 00° 50' 25" West, 9.83 feet to the point of beginning.

Basis of Bearings is from a previous survey performed under my direction from which a Record of Survey was prepared and recorded in Book 721 of Maps at Pages 27 through 29, Sonoma County Records.

APN: 079-090-013-000

PARCEL FOUR:

Lying within Sections 12 and 13, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, and being a portion of Lots 1 and 2 as shown on Parcel Map Number 4105 recorded in Book 221 at Page 50, Sonoma County Records, said portion more particularly described as follows:

Beginning at the 1/4 corner common to said Sections 12 and 13 being marked by a 2" iron pipe with a 3" brass disk tagged LS-2757; thence along the Easterly boundary of the Northwest 1/4 of said Section 13 South 00° 20' 18" West, 352.30 feet to the centerline of a 20.00 foot road easement known as Cresta Road as shown on that certain Record of Survey recorded in Book 721 at Pages 27 through 29, Sonoma County Records; thence along said centerline North 77° 51' 53" West, 80.62 feet to a 1/2" iron pipe tagged LS-2798; thence continuing along said centerline North 53° 58' 17" West, 212.60 feet to a 1/2" iron pipe tagged LS-2798; thence continuing along said centerline North 84° 37' 22" West, 243.72; thence continuing along said centerline South 71° 16' 31" West, 119.42; thence continuing along said centerline North 68° 58' 48" West, 173.58 feet to a 1/2" iron pipe tagged LS-2798; thence continuing along said centerline North 88° 27' 09" West, 199.56; thence continuing along said centerline North 65° 18' 35" West, 112.22 feet to a 1/2" iron pipe tagged LS-2798; thence leaving said centerline North 01° 56' 25" West, 266.89 feet to the most Southerly corner of said Lot 1; thence along the Southwesterly boundary of said Lot 1 North 35° 34' 56" West, 258.20 feet; thence continuing along said Southwesterly boundary North 63° 14' 08" West, 185.66 feet; thence continuing along said Southwesterly boundary South 88° 42' 47" West, 66.10 feet; thence continuing along said Southwesterly boundary North 34° 44' 10" West, 214.60 feet to a point being marked by a 1/2" iron pipe tagged PLS-7935; thence leaving said Southwesterly boundary North 83° 10' 04" East, 112.10 feet to a 1/2" iron pipe tagged PLS-7935; thence South 80° 23' 27" East, 86.17 feet to a 1/2"

EXHIBIT "A"
Legal Description
(continued)

iron pipe tagged PLS-7935; thence South 76° 03' 57" East, 51.72 feet to a 1/2" iron pipe tagged PLS-7935; thence South 71° 05' 01" East, 52.31 feet to a 1/2" iron pipe tagged PLS-7935; thence South 75° 34' 50" East, 138.46 feet to a 1/2" iron pipe tagged PLS-7935; thence South 82° 24' 18" East, 93.65 feet to a 1/2" iron pipe tagged PLS-7935; thence South 72° 32' 39" East, 97.80 feet to a 1/2" iron pipe tagged PLS-7935; thence South 69° 48' 04" East, 104.49 feet to a 1/2" iron pipe tagged PLS-7935; thence South 78° 36' 26" East, 537.79 feet to a 1/2" iron pipe tagged PLS-7935; thence North 43° 12' 48" East, 500.12 feet to a point on the Easterly boundary of the Southwest 1/4 of said Section 12 said point being marked by a 1/2" iron pipe tagged PLS-7935; thence along said Easterly boundary South 00° 07' 29" East, 739.47 feet to the point of beginning.

Basis of Bearings is from a previous survey performed under my direction from which a Record of Survey was prepared and recorded in Book 721 of Maps at Pages 27 through 29, Sonoma County Records.

APN: 079-090-014-000

Said Parcels One through Four, inclusive, being a single combined parcel pursuant to LLA 13-0050 on file with the County of Sonoma as disclosed by that certain Lot Line Adjustment Grant Deed, recorded April 4, 2014, Instrument No. 2014022579, of Official Records.

TRACT THREE (APN: 079-090-015-000):

PARCEL ONE:

Lot 1, as shown on that certain map entitled "Parcel Map No. 4105", filed in the office of the County Recorder of Sonoma County, State of California, on June 5, 1975 in Book 221 of Maps at Page(s) 50, Sonoma County Records.

PARCEL TWO:

Lying within the Southwest 1/4 of Section 12 and the Northwest 1/4 of Section 13, Township 8 North, Range 8 West, M.D.M., being a parcel of land more particularly described as follows:

Beginning at a found 2 inch iron pipe and brass cap stamped LS 2757 marking the common 1/4 corner between Sections 12 and 13, Township 8 North, Range 8 West, M.D.M., said 2 inch iron pipe and brass cap also marking the most Northwest corner of Lot 1, as delineated on Parcel Map No. 5036, recorded in Book 228 of Maps, Page 43, Sonoma County Records; thence from said quarter corner and along the Westerly line of said Lot 1, South 1° 12' 21" West, 352.30 feet to a found 1/2 inch iron pipe and tag in the center of a 20 foot easement to Mark West Springs Road, as delineated on the certain Record of Survey, recorded in Book 202 of Maps, Page 19, Sonoma County Records; thence leaving the Westerly line of said Lot 1, and along the centerline of said 20 foot easement as delineated on said Record of Survey, North 77° 04' 37" West, 80.55 feet to a 1/2 inch iron pipe and tag; thence North 53° 05' 56" West, 212.77 feet to a 1/2 inch iron pipe and tag; thence North 83° 45' 24" West, 243.78 feet to a 1/2 inch iron pipe and tag; thence South 72° 08' 29" West, 119.45 feet to a 1/2 inch iron pipe and tag; thence North 68° 06' 50" West, 173.62 feet to a 1/2 inch iron pipe and tag; thence North 87° 33' 58" West, 199.56 feet to a 1/2 inch iron pipe and tag; thence North 64° 28' 00" West, 112.22 feet to a 1/2 inch iron pipe and tag; thence leaving the center of said 20 foot easement, North 1° 05' 50" West, 299.63 feet to a point marking the most Southerly corner of Lot 1, as delineated on that certain Parcel Map No. 4105, recorded in Book 221 of Maps, Page 50, Sonoma County Records, said point marking the most Southerly corner of Lot 1, being a point in the center of Mark West Creek; thence leaving the center of Mark West Creek, North 19° 16' 51" East, 200.00 feet to a 1/2 inch iron pipe and tag on the Easterly line of said Lot 1 of Parcel Map No. 4105; thence continuing along the Easterly line of said lot, North 19° 16' 51" East, 193.73 feet to a 1/2 inch iron pipe and tag; thence continuing North 19° 16'

EXHIBIT "A"

Legal Description (continued)

51" East, 206.90 feet to a 1/2 inch iron pipe and tag; thence North 31° 06' East, 206.16 feet to a 1/2 inch iron pipe and tag; thence North 8° 29' 15" East, 178.21 feet to a 1/2 inch iron pipe and tag; thence North 1° 41' 59" West, 246.95 feet to a 1/2 inch iron pipe and tag; thence North 14° 26' 49" West, 92.30 feet to a 1/2 inch iron pipe and tag; thence North 9° 06' 59" East, 229.70 feet to a 1/2 inch iron pipe and tag; thence continuing North 9° 06' 59" East, 92.08 feet to a point in the center of Porter Creek said point marking the most Northeast corner of said Lot 1, further said point also being a point on the Southerly line of Lot 1, as delineated on Parcel Map No. 3229, recorded in Book 189 of Maps, Page 47, Sonoma County Records; thence along the center of Porter Creek, being common to the Southerly line of said Lot 1 of Parcel Map No. 3229, South 77° 21' 39" East, 104.18 feet; thence North 80° 08' 03" East, 184.21 feet to a point; thence North 83° 44' 14" East, 192.03 feet to a point; thence North 73° 04' 57" East, 164.89 feet to a point; thence North 21° 53' 36" East, 263.32 feet to a point; thence leaving the center of Porter Creek, South 89° 13' 09" East, 26.49 feet to a point marking the Southeast corner of said Lot 1 of Parcel Map No. 3229, said point also being on the mid-section line through said Section 12; thence along said mid-section line, South 0° 46' 51" West, 786.67 feet to a point, from which a 2 inch iron pipe and brass cap being a witness corner bears North 0° 36' 49" East, 0.76 feet; thence continuing along said mid-section line, South 0° 46' 51" West, 1313.42 feet to the point of beginning.

Basis of bearing: North 52° 52' 40" East along the Southeast side of Porter Creek Road between found monuments as per Parcel Map No. 3229, recorded in Book 189 of Maps, Page 47, Sonoma County Records. All tags mentioned bear the inscription Hogan, Schoch & Associates, LS 2798, from Surveys by E. Robert Jacobson, LS 3218.

PARCEL THREE:

Being a portion of Lot 1, as shown upon Parcel Map No. 3229, filed in the office of the County Recorder in Book 189 of Maps, Page 47, Sonoma County Records more particularly described as follows:

Beginning at the most Southerly corner of that parcel conveyed to the County of Sonoma, by Deed recorded in Book 2761 of Official Records, Page 805, Sonoma County Records, as the same parcel is shown upon said Parcel Map No. 4105; thence following the Southeasterly line of said County parcel, being the Northwesternly line of said Parcel 1, along a curve to the left, whose radial line bears North 34° 37' 21" West and having a radius of 643.00 feet through a central angle of 2° 29' 59" for a distance of 28.05 feet to a point; thence continuing along said County parcel line, North 52° 52' 40" East, 131.77 feet to a point, from which a standard county brass cap well monument bears South 87° 58' 16" West, 76.98 feet; thence leaving said County parcel, North 87° 58' 16" East, 46.65 feet to a set rebar and cap marked LS 5493; thence South 37° 18' 25" East, 135.87 feet to a point in Porter Creek, and on the Southerly line of said Lot 1; thence South 76° 20' 36" West, 4.26 feet to an angle point in said Southerly line of Lot 1; thence continuing along said South line and leaving Porter Creek, North 87° 24' 08" West, 252.89 feet to the point of beginning.

Excepting therefrom Parcels One, Two and Three above that portion described as follows:

Parcel A:

Lying within Section 12, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, and being a portion of Lot 1 as shown on Parcel Map Number No. 4105 recorded in Book 221 at Page 50, Sonoma County Records, said portion more particularly described as follows:

Beginning at a point on the Southeasterly boundary of Porter Creek Road being the most Northwesternly corner of said Lot 1 being marked by a 1/2 inch iron pipe tagged LS 2798 from which a 1/2 inch iron pipe tagged LS 2798 bears South 00° 50' 25" East, 9.83 feet; thence along the Northwesternly boundary of said Lot 1 North 67° 38' 01" East, 37.85 feet; thence leaving said Northwesternly boundary South 50° 00' 52" East, 140.24 feet to a 1/2 inch iron

EXHIBIT "A"
Legal Description
(continued)

pipe tagged PLS 7935; thence South 59° 39' 23" East, 149.74 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 42° 49' 22" East, 130.51 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 00° 35' 07" East, 169.08 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 37° 55' 48" West, 169.29 feet to a point on the Westerly boundary of said Lot 1 being marked by a 1/2 inch iron pipe tagged LS 2798; thence along said Westerly boundary North 25° 32' 10" West, 598.30 feet to a point marked by a 1/2 inch iron pipe tagged LS 2798; thence continuing along said Westerly boundary North 00° 50' 25" West, 9.83 feet to the point of beginning. Basis of Bearings is from a previous survey performed under my direction from which record of Survey was prepared and recorded in Book 721 of Maps at Pages 27 through 29, Sonoma County Records.

Parcel B:

Lying within Sections 12 and 13, Township 8 North, Range 8 West, Mount Diablo Base and Meridian, and being a portion of Lots 1 and 2 as shown on Parcel Map Number No. 4105 recorded in Book 221 at Page 50, Sonoma County Records, said portion more particularly described as follows:

Beginning at the 1/4 corner common to said Sections 12 and 13 being marked by a 2 inch iron pipe with a 3 inch brass disk tagged LS 2757; thence along the Easterly boundary of the Northwest 1/4 of said Section 13 South 00° 20' 18" West, 352.30 feet to the centerline of a 20.00 foot road easement known as Cresta Road as shown on that certain Record of Survey recorded in Book 721 at Pages 27 through 29, Sonoma County Records; thence along said centerline North 77° 51' 53" West, 80.62 feet to a 1/2 inch iron pipe tagged LS 2798; thence continuing along said centerline North 53° 58' 17" West, 212.60 feet to a 1/2 inch iron pipe tagged LS 2798; thence continuing along said centerline North 84° 37' 22" West, 243.72; thence continuing along said centerline South 71° 16' 31" West, 119.42; thence continuing along said centerline North 68° 58' 48" West, 173.58 feet to a 1/2 inch iron pipe tagged LS 2798; thence continuing along said centerline North 88° 27' 09" West, 199.56; thence continuing along said centerline North 65° 18' 35" West, 112.22 feet to a 1/2 inch iron pipe tagged LS 2798; thence leaving said centerline North 01° 56' 25" West, 266.89 feet to the most Southerly corner of said Lot 1; thence along the Southwesterly boundary of said Lot 1 North 35° 34' 56" West, 258.20 feet; thence continuing along said Southwesterly boundary North 63° 14' 08" West, 185.66 feet; thence continuing along said Southwesterly boundary South 88° 42' 41" West, 66.10 feet; thence continuing along said Southwesterly boundary North 34° 44' 10" West, 214.60 feet to a point being marked by a 1/2 inch iron pipe tagged PLS 7935; thence leaving said Southwesterly boundary North 83° 10' 04" East, 112.10 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 80° 23' 27" East, 86.17 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 76° 03' 57" East, 51.72 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 71° 05' 01" East, 52.31 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 75° 34' 50" East, 138.46 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 82° 24' 18" East, 93.65 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 72° 32' 39" East, 97.80 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 69° 48' 04" East, 104.49 feet to a 1/2 inch iron pipe tagged PLS 7935; thence South 78° 36' 26" East, 537.79 feet to a 1/2 inch iron pipe tagged PLS 7935; thence North 43° 12' 48" East, 500.12 feet to a point on the Easterly boundary of the Southwest 1/4 of said Section 12 said point being marked by a 1/2 inch iron pipe tagged PLS 7935; thence along said Easterly boundary South 00° 07' 29" East, 739.47 feet to the point of beginning.

APN: 079-090-015-000

TRACT FOUR (APN: 028-060-058-000)

Parcel A:

Lot 1, as numbered and designated upon Parcel Map No. M.S. 5036, filed December 26, 1975 in Book 228 of Maps at Page 43, Sonoma County Records.

EXHIBIT "A"
Legal Description
(continued)

Excepting therefrom all that portion thereof conveyed to John S. Mc Cullough and Martha Mc Cullough, husband and wife as community property, recorded December 19, 1996, Instrument No. 1996-0112385, of Official Records.

Pursuant to Lot Line Adjustment LLA 96-0107, as disclosed by that certain Grant Deed, recorded December 19, 1996, Instrument No. 1996-0112385, of Official Records.

Parcel B:

An easement for roadway, electrical power and telephone purposes within that certain 60 foot easement, as shown on Parcel Map No. M.S. 5036, filed December 26, 1975 in Book 228 of Maps at Page 43, Sonoma County Records.

Except that portion located within Lot 1 as shown on said Map.

Parcel C:

A 20 foot roadway easement extending from the West line of Parcel A described above, Westerly to Porter Creek Road as said easement is designated on that certain Record of Survey, filed December 18, 1973 in Book 202 of Maps at Page 19, Sonoma County Records.

Parcel D:

An easement for ingress, egress and utilities over and under that portion of that certain 60 foot easement shown on Parcel Map No. M.S. 5036, filed December 26, 1975 in Book 228 of Maps at Page 43, Sonoma County Records, lying within that certain property described in, and being reserved by, that certain Grant Deed recorded December 19, 1996, Instrument No. 1996-0112385, of Official Records.

TRACT FIVE (APN: 028-060-064-000, 028-060-066-000 and 028-060-067-000)

PARCEL ONE:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as The John McCullough and Martha McCullough Trust, as described in that deed recorded under Document No. 2001-005744 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being all of that portion of Lot 2 of Tract No. 639 of the "Grande Ranch Subdivision" filed in Book 345 of Maps, at Pages 43 and 44, Sonoma County Records, lying Westerly of the following described line:

Commencing at a 2" iron pipe and bronze cap marking the common Quarter corner between Sections 13 and 18, Township 8 North, Range 7 & 8 West, M.D.M., as shown on the aforementioned subdivision map; thence North 01° 04' 16" West (Map North 00° 15' 46" East); 1937.86 feet along the common line between Sections 13 and 18 to the common Easterly corner of Lots 1 and 2 of said subdivision map; thence along the common line between said Lots 1 and 2 North 84° 01' 32" West (Map North 82° 41' 30" West); 489.41 feet to a 1/2" iron pipe tagged LS 3890 being the True Point of Beginning of the herein described line; thence leaving said common line South 45° 20' 02" East, 600.13 feet to a 1/2" iron pipe tagged LS 3890; thence South 29° 43' 51" East, 139.40 feet to a 1/2"

EXHIBIT "A"
Legal Description
(continued)

iron pipe tagged LS 3890 on the common line between aforementioned Sections 13 and 18 and being the Point of Termination of the herein described line.

APN: 028-060-064-000 (Portion)

PARCEL TWO:

Being portions of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust, as described in those deeds recorded under Document Nos. 2001-005750 and 2001-005740 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being portions of Lot B as shown on that Record of Survey filed in Book 568 of Maps, at Pages 20 & 21, and Lot 4 of Section 18, Township 18 North, Range 7 West, M.D.M., as shown on that Record of Survey filed in Book 470 of Maps, at Page 48, both maps of Sonoma County Records and being more particularly described as follows:

Beginning at a 1/2" iron pipe tagged LS 3890 at the Northwesterly corner of Lot 4 of Section 18, Township 8 North, Range 7 West, M.D.M., as shown on said map; thence from said Point of Beginning and along the Westerly line of Section 18 North 01° 04' 16" West, 152.81 feet to a point, said point being the "Point of Termination" of the line described in Parcel One above; thence leaving said section line South 29° 43' 51" East, 159.61 feet to a 1/2" iron pipe tagged LS 3890; thence South 70° 01' 03" West, 45.06 feet to the Northerly line of said Lot 4; thence continuing South 70° 01' 03" West, 35.86 feet to a point in an 18" fir tree on the Westerly line of said Section 18 from which a 1/2" iron pipe tagged LS 3890 bears North 70° 01' 03" East, 3.28 feet; thence along said Westerly line North 01° 04' 16" West, 13.47 feet to the Point of Beginning.

APN: 028-060-064-000 (Portion)

PARCEL THREE:

Lot 1 as numbered and designated upon Parcel Map #DL-27-60 filed December 2, 1974 in Book 217 of Maps, Page 1, Sonoma County Records.

APN: 028-060-066-000 (Portion)

PARCEL FOUR:

Being a portion of the lands of GKM Associates, a partnership as described in that deed recorded in Book 2926 of Official Records, Page 440, Sonoma County Records, said portion being more particularly described as follows:

Beginning at a found 1/2" iron pipe and tag L.S. 2798 in mound of rocks marking the center of Section 13, Township 8 North, Range 8 West, M.D.M.; thence along the line common to the Northeast 1/4 and Southeast 1/4 of said Section 13, South 89° 03' 31" East, 1 234.97 feet to a point in the Westerly line of the lands of John McCullough, et ux, as described in that deed recorded in Book 2738 of Official Records, Page 591, Sonoma County Records; thence along said line the following courses South 497.59 feet, East, 660.00 feet, South, 1320.00 feet and East 660.00 feet to a point on the Section line common to Section 13, Township 8 North, Range 8 West, and Section 18; Township 8 North, Range 7 West, M.D.M.; thence along said line South 0° 21' 53" West 844.69

EXHIBIT "A"
Legal Description
(continued)

feet to the Section corner common to Section 13 and 24; Township 8 North, Range 8 West and Section 18 and 19, Township 8 North, Range 8 West, M.D.M.; thence along the line common to Section 13 and 24, Township 8 North, Range 8 West, M.D.M., North 88° 07' 57" West, 2605.49 feet to a set 2" iron pipe and brass cap marked 1/4 Section 13, Section 24, 1984, LS 3890 marking the 1/4 corner between Section 13 and 24 Township 8 North, Range 8 West, M.D.M.; thence along the line common to the Southwest 1/4 and Southeast 1/4 of said Section 13 North 1° 12' 21" East, 2598.20 feet to the true point of beginning.

Saving and excepting therefrom that portion conveyed to Carolyn G. Sharp, by deed recorded October 24, 1994 under Document No. 1994-0117397, Sonoma County Records.

APN: 028-060-066-000 (Portion)

PARCEL FIVE:

Being a portion of the lands of Macounsel, Inc. as described in that deed recorded in Book 2738, of Official Records, Page 595, Sonoma County Records, said portion being more particularly described as follows:

Beginning at a found 1/2" iron pipe and tag LS 2798 marking the Northwest corner of the lands of John and Martha McCullough as described in that Deed recorded in Book 2738 of Official Records, Page 591, Sonoma County Records; thence along the Northerly line of said lands East, 1335.23 feet to a 1/2" iron pipe and tag L.S. 2798 marking the Northeast corner of said lands, said point also being the Southeast corner of Lot 2 of Parcel Map No. 5036 filed in Book 228 of Maps, Page 43, Sonoma County Records; thence along the Easterly line of said Lot 2, North 0° 15' 46" East, 451.34 feet to a point from which a set 1/2" iron pipe and tag LS 3890 bears North 71° 21' 05" East, 3.28 feet; thence South 71° 21' 05" West 1411.00 feet to the true point of beginning.

APN: 028-060-066-000 (Portion)

PARCEL SIX:

Lot Number Four (4) in Section Eighteen (18), in Township Eight (8) North, Range Seven (7) West, Mount Diablo Meridian.

EXCEPTING therefrom:

Commencing at a 1/2" iron pipe tagged LS 3890 at the Northwest corner of Lot 4 of Section 18, Township 8 North, Range 7 West, M.D.M., as shown on that Record of Survey filed in Book 470 of Maps, at Page 48, Sonoma County Records; thence along the Northerly line of said Lot 4 South 87° 57' 13" East 80.83 feet to a point being the True Point of Beginning of the herein described parcel; thence along said Northerly line South 14° 43' 24" East, 503.39 feet to a 1/2" iron pipe tagged LS 3890; thence South 04° 23' 58" East, 162.12 feet to a 1/2" iron pipe tagged LS 3890; thence South 46° 37' 51" East, 360.54 feet to a 1/2" iron pipe tagged LS 3890; thence South 23° 51' 44" East, 168.96 feet to a 1/2" iron pipe tagged LS 3890; thence South 10° 17' 28" East, 266.37 feet to a 1/2" iron pipe tagged LS 3890 at the Southeast corner of the aforementioned Lot 4; thence along the East and North line of said Lot 4 North 00° 46' 46" East, 1293.66 feet to a 1/2" iron pipe tagged LS 3890; thence North 87° 57' 13" West, 536.35 feet to the Point of Beginning.

EXHIBIT "A"
Legal Description
(continued)

ALSO EXCEPTING therefrom said deed the following described parcel:

Beginning at the above described Northwest corner of Lot 4; thence from said Point of Beginning and along the Northerly line of said Lot 4 South 87° 57' 13" East, 33.97 feet; thence leaving said Northerly line South 70° 01' 03" West, 35.86 feet to the Southeast corner of Lot 2 of Tract No. 639 of the "Grande Ranch Subdivision" filed in Book 345 of Maps, at Pages 43 and 44, Sonoma County Records, being the Westerly line of the aforementioned Lot 4 from which a 1/2" iron pipe tagged LS 3890 bears North 70° 01' 03" East, 3.28 feet (Map North 71° 21' 05" East); thence along the Westerly line of said Lot 4 North 01° 04' 16" West, 13.47 feet to the Point of Beginning.

APN: 028-060-066-000 (Portion)

PARCEL SEVEN:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust, as described in that deed recorded under Document No. 2001-005750 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being that portion of Lot B as shown on that Record of Survey filed in Book 568 of Maps, at Pages 20 and 21, Sonoma County Records lying Westerly of the following described line:

Beginning at a 1/2" iron pipe tagged LS 3890 at the Southeasterly corner of Lot 4 of Section 18 of Township 8 North, Range 7 West, M.D.M., as shown on said map; thence from said Point of Beginning; thence South 67° 08' 32" East, 520.38 feet to a 1/2" iron pipe tagged LS 3890; thence South 50° 00' 00" East, 180.00 feet to a 1/2" iron pipe tagged LS 3890; thence South 10° 09' 35" East, 244.01 feet to a 1/2" iron pipe tagged LS 3890; thence South 57° 10' 46" East, 200.00 feet to a 1/2" iron pipe tagged LS 3890; thence South 52° 06' 33" East, 436.22 feet to a 1/2" iron pipe tagged LS 3890; thence South 16° 33' 37" East, 395.52 feet to a 1/2" iron pipe tagged RCE 16530; thence South 07° 23' 12" East, 3.57 feet to the common Southerly corner of Lots 6 and 10 of the aforementioned Section 18 and being the Point of Termination of the herein described line.

APN: 028-060-067-000

PARCEL EIGHT:

Being a portion of the lands of John McCullough and Martha McCullough as Trustees U/T/A dated June 15, 2000 known as the John McCullough and Martha McCullough Trust, as described in that deed recorded under Document No. 2001-005750 of Official Records, Sonoma County Records, and being more particularly described as follows:

Being a portion of Lot B as shown on that Record of Survey filed in Book 568 of Maps, at Pages 20 and 21, Sonoma County Records and being more particularly described as follows:

Commencing at the Northwest corner of Lot 4 of Section 18 as shown on said Record of Survey also being an angle point in said Lot B; thence along the common line between Lot 4 and Lot B South 87° 57' 13" East, 33.97 feet to the True Point of Beginning of the herein described parcel from which the Southeast corner of Lot 2 of Tract 639 of the "Grande Ranch Subdivision" bears South 70° 01' 03" West, 35.86 feet; thence leaving said common

EXHIBIT "A"
Legal Description
(continued)

line North 70° 01' 03" East, 45.06 feet to a 1/2" iron pipe tagged LS 3890; thence South 14° 43' 24" East, 17.65 feet to the aforementioned, common line between Lots 4 and B; thence along said line North 87° 57' 13" West, 46.86 feet to the Point of Beginning.

APN: 028-060-066-000 (Portion)

PARCEL NINE:

Being a portion of the lands of Norman L. Poulsen as described in that deed recorded in Book 1720 of Official Records, at Page 211, Sonoma County Records and more precisely described as follows:

Being Lots 7 and 8 of Section 18, in Township 8 North, Range 7 West, M.D.M.

APN: 028-060-066-000 (Portion)

PARCEL TEN:

Lying within the Northeast ¼ of Section 13, T8N, R8W, MDM., being an easement for Roadway and Utilities purposes 60 feet in width over the existing road the centerline of said easement more particularly described as follows:

Commencing at a 2" iron pipe and Brass Cap stamped L.S.2757 marking the North ¼ corner of Section 13; thence from said point of commencement South 01 degrees 12 minutes 21 seconds West 352.30 feet to a point in the road known as Cresta Road and being delineated on the Record of Survey filed in Book 202 of Maps at page 19 of Sonoma County Records also being on the Westerly line of the Northeast ¼ of said Section 13, the True Point of Beginning of the centerline to be herein described; thence and along the centerline of said road South 77 degrees 04 minutes 37 seconds East 43.77 feet; thence South 55 degrees 27 minutes East 266.96 feet; thence South 84 degrees 20 minutes 40 seconds East 165.38 feet; thence South 49 degrees 22 minutes 35 seconds East 29.38 feet; thence continuing South 49 degrees 22 minutes 35 seconds East 324.88 feet to the lot line common to Lots 1 and 2 of Grande Ranch Subdivision recorded in Book 345 of Maps at pages 43,44 of Sonoma County Records the terminus of this easement. The side lines of this easement at the beginning are to be lengthened or shortened to close on the westerly line of the said northeast ¼ of section 13 and at the terminus the side lines are to the close on the line common to said lots 1 and 2 and its projection southwestly.

This easement is based on the Parcel Map No. MS.5036 recorded in Book 228 of Maps at Page 44, of Sonoma County Records.

PARCEL ELEVEN:

An easement over a strip of land for road access, utility and drainage purposes, said strip of land having a uniform width of 60 feet, the centerline of which is more particularly described as Parcel Three in that certain Deed recorded in Book 2926 of Official Records, at Page 440, Sonoma County Records.

PARCEL TWELVE:

An easement for roadway purposes, 20 feet in width, as said roadway is shown and designated on that certain Record of Survey filed for record December 18, 1973 in Book 202 of Maps, at Page 19, Sonoma County Records

EXHIBIT "A"
Legal Description
(continued)

and transferred by the following documents recorded in Sonoma County Records: Book 2820 OR Pg 465 SCR; Book 2820 OR Pg 470 SCR; Book 2820 OR Pg 460 and 2787 OR Pg 399 SCR; Book 2787 OR Pg 408 SCR; Book 2787 OR Pg 416 SCR; Book 2800 OR Pg 955 SCR; Book 2787 OR Pg 420 SCR; Book 2838 OR Pg 455 SCR; Book 2787 OR Pg 412 SCR; Book 2787 OR Pg 403 SCR; Book 2854 OR Pg 414 SCR.

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

Free recording per Government Code Section 6103

IRREVOCABLE OFFER OF DEDICATION
(Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the County of Sonoma ("County") hereby grants and makes to the Sonoma County Agricultural Preservation and Open Space District ("District") an irrevocable offer of dedication of the fee interest in the real property ("the Property") that is located in the unincorporated area of Sonoma County and is more particularly described in Exhibit "A" attached hereto and incorporated herein as though fully set forth. This offer may be accepted by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain Mark West Creek Regional Park and Open Space Preserve's Recreation Conservation Covenant entered into by and between the County and District recorded with the Sonoma County Recorder on _____ [Date] as Instrument No. _____.

This Irrevocable Offer of Dedication shall run with the land and shall be binding upon the Owner and all assigns, grantees, successors, transferees and/or heirs of the Owner.

[THIS AREA IS LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, County has executed this Irrevocable Offer of Dedication this
_____day of _____, 2018.

OWNER: County of Sonoma

By: _____
President of the Board

ATTEST:

Clerk of the Board

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description