



SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION  
**COMMISSIONERS**

Mike Sangiacomo (First District)  
Todd Mendoza (Second District)  
Gary Wysocky (Third District)

Ariel Kelley (Fourth District)  
Jorge Inocencio (Fifth District)  
Jeff Owen (Alternate)

**REGULAR MEETING AGENDA**

Virtual Meeting Due to Sonoma County's Shelter in Place Order  
February 2, 2023 | 5:00 p.m.

In accordance with AB 361, Governor Newsom's March 4, 2020 State of Emergency due to the COVID-19 pandemic, Sonoma County Public Health Officer's Recommendation for Teleconferenced Meetings, and the Sonoma County Board of Supervisors Resolution 21-0399, the February 2, 2023 Fiscal Oversight Commission meeting will be held virtually.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

\*UPDATE REGARDING VIEWING AND PUBLIC PARTICIPATION IN  
February 2, 2023 FISCAL OVERSIGHT COMMISSION MEETING\*

The February 2, 2023 Fiscal Oversight Commission Meeting will be facilitated virtually through Zoom. Members of the public can watch or listen to the meeting using one of the three following methods:

1. Join the Zoom webinar on your computer, tablet or smartphone by clicking <https://sonomacounty.zoom.us/j/94827319733?pwd=S3Jja1JneVE0ZHhMbHliZTZsMVB3QT09> password: cows707
2. If you have a Zoom account, click Join Meeting by number: 948 2731 9733 password: cows707
3. Call-in and listen to the meeting: Dial (669) 900-9128 Enter meeting ID: 948 2731 9733

**Public Comment During the Meeting:** You may email public comment to [Sara.Ortiz@sonoma-county.org](mailto:Sara.Ortiz@sonoma-county.org). All emailed public comments will be forwarded to all Commissioners. Please include your name and the relevant agenda item number to which your comment refers. In addition, if you have joined as a member of the public through the Zoom app or by calling in, there will be specific points throughout the meeting during which live public comment may be made via Zoom and phone.

**Disability Accommodation:** If you have a disability which requires an accommodation or an alternative format to assist you in observing and submitting comments at this meeting, please contact Sara Ortiz by phone at (707)565-7360 or by email to [Sara.Ortiz@sonoma-county.org](mailto:Sara.Ortiz@sonoma-county.org), by 12 p.m. Wednesday, February 1, 2023 to ensure arrangements for accommodation.

\*END OF UPDATE\*

1. **Call to Order**
2. **Agenda Items to be Held or Taken Out of Order; Off- Agenda Items**
3. **General Announcements Not Requiring Deliberation or Decision**
4. **Public Comment**  
The Brown Act requires that time be set aside for public comment on items not agendized.
5. **Correspondence/ Communications**
6. **General Manager's Report**  
Misti Arias | General Manager
7. **Approval of Commission Minutes Attachment 1 Attachment 2**
8. **Financial Report Attachment 3**  
Jen Kuszmar | Acquisition Manager
9. **Ad Hoc Committee Reports**  
Annual Report/Audit Report Review (Owen, Sangiacomo)  
Appraisal (Owen, Mendoza)  
Matching Grant Program Evaluation of Guidelines (Inocencio, Kelley)  
Matching Grant Program Applications Review (Sangiacomo, Wysocky)
10. **Creation of Ad Hoc Committees for Ag + Open Space Endowment**
11. **Forever Forestville Second Amendment Attachment 4**  
Kelsey Setliff | Stewardship Specialist
12. **Projects in Negotiation Attachment 5**
13. **Suggested Next Meeting**  
March 2, 2023
14. **Adjournment**

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

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SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION  
**COMMISSIONERS**

Mike Sangiacomo (First District)  
Todd Mendoza (Second District)  
Gary Wysocky (Third District)

Ariel Kelley (Fourth District)  
Jorge Inocencio (Fifth District)  
Jeff Owen (Alternate)

**UNAPPROVED MINUTES**

Virtual Meeting Due to Sonoma County's Shelter in Place Order

January 5, 2023 | 5:00 pm

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**COMMISSIONERS PRESENT:** Ariel Kelley, Mike Sangiacomo, Gary Wysocky, Jeff Owen, Jorge Inocencio, Todd Mendoza

**STAFF PRESENT:** Misti Arias, General Manager; Lisa Pheatt, County Counsel; Luke Bowman, County Counsel; Julie Mefferd, Administrative & Fiscal Services Manager; Sheri Emerson, Stewardship Manager; Catherine Iantosca, Senior Stewardship Specialist; Kelsey Setliff, Stewardship Specialist; Mariah Robson, Executive Secretary

**1. Call to Order**

Commissioner Kelley called the meeting to order at 5:01 p.m.

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

Commissioner Kelley asked for the Election of Offices item to be moved to between items #13 and #14. All were in favor.

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

No general announcements.

**4. Public Comment**

No public comment.

**5. Correspondence/Communications**

No correspondence or communications.

**6. General Manager's Report**

- The Vegetation Management Program Update and Proposed Recommendations for Future PG&E Settlement Expenditures for 2023/24 will go to the Board on January 10, 2023.
- The Regional Conservation Partnership Program – Vital Streams and Forests grant will go to the Board on January 24, 2023.
- The Vegetation Management Healthy Forests Ad Hoc Committee is proposing a request to the Board for \$4,506,500 to support the following areas related to vegetation management efforts:
  - \$3 Million for 2023 vegetation management grants.
  - 600,000 for capacity building through workshops, webinars, field events for community organizations and landowners, and resource managers.
  - \$400,000 to provide technical assistance to regional collaborations such as Sonoma Coast Collaborative, Upper Mark West, Mayacamas, and Bohemian corridor.
  - \$150,000 to update the Sonoma County Community Wildfire Protection Plan (CWPP) project tracker and the Wildfire Resilience Planner and Wildfire Fuel Mapper software.

- \$356,500 to provide programmatic and administrative support to the Vegetation Management Grant program and the Resilience Coordination Team.

Ag + Open Space has executed 46 vegetation management grant agreements providing \$8.3 million to projects throughout the county.

- On Dec 13, our Board approved the Matching Grant Program funding recommendations for the Lower Colgan Creek and Helen Putnam Regional Park Extension projects. They also approved opening a second application period for the 2022 funding cycle, which is open now through March 10, 2023. You should have received an email from Amy Ricard, Community Resources Manager, with details on this second application period, so feel free to forward that information to entities that may be interested in applying. Our new Grants Coordinator, Pamela Swan, has already been in contact with potential applicants and it looks like we will likely receive several applications with at least one application from each supervisorial district.
- There was an article in yesterday's Press Democrat about the two projects approved during the first round of funding with a mention of this second round of funding. Further, our communications team worked with a reporter at Sonoma Magazine to secure a profile of me and the organization in the January issue. You should have received an email with a link to both articles.
- Lauren Alpert, our former Community Relations Assistant, was recently promoted to Community Relations Specialist. We will be recruiting two Community Relations Assistants in the coming months.

### 7. Approval of Commission Minutes

On a motion by Commissioner Sangiacomo and a second by Commissioner Wysocky, the December 15, 2022 minutes were approved.

### 8. Ad Hoc Committee Reports

Ag + Open Space staff would like to create an Appraisal Ad Hoc Committee and to not renew the Acquisition Ad Hoc Committee. They would also like to create a Matching Grant Program Evaluation of Guidelines as well as a Matching Grant Program Application Review Ad Hoc Committee and to continue with the Annual Report/Audit Report Review Ad Hoc Committee.

### 9. Creation of Ad Hoc Committees for 2023 and Assignment of Commissioners

Annual Report/Audit Report Review (Owen, Sangiacomo)

Appraisal (Owen, Mendoza)

Matching Grant Program Evaluation of Guidelines (Inocencio, Kelley)

Matching Grant Program Applications Review (Sangiacomo, Wysocky)

### 10. Review of Rules of Governance

Commissioners reviewed the Rules of Governance and agreed on changes to Rule 6 from a 5-minute limit for public comments to a 3-minute limit. The Commission gave direction to staff to bring back the Rules of Governance with changes redlined for approval at the next meeting.

### 11. Forever Forestville Second Amendment

District staff presented the proposed amendment, fair market value findings, and staff recommendations for Forever Forestville. The Commission was unable to make the fair market value determination without additional information about the impact of the exchange on the West County Trail. Staff offered to come back to the Commission to provide important facts and background information related to the legal instruments that protect the West County Trail extension across the Forever Forestville property.

### 12. Transition Back to In-Person Meetings

Due to the expiration of statewide COVID-related health orders, Fiscal Oversight Commission meetings will be held in person starting March 1, 2023.

### 13. Election of Officers

On a motion by Commissioner Mendoza and a second by Commissioner Owen, Commissioner Inocencio was elected Chair.

Commissioner Sangiacomo was elected Vice Chair.

Commissioner Mendoza was elected Chair Pro Tempore.

Following the election, Commissioner Inocencio chaired the meeting.

### 14. Projects in Negotiations

Misti Arias, General Manager, gave some highlights of the projects in negotiations:

- The Board approved Vernal Sonoma Pools.
- Chanslor Ranch is moving forward.
- The appraisal is being revised for Denner Ranch.
- McCormick Ranch is on hold for now due to an access issue but hopefully will close by July 2023.

### 15. Suggested Next Meeting

February 2, 2023

### 16. Adjournment

The meeting was adjourned at 6:30 p.m.

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**COMMISSIONERS**

Mike Sangiacomo (First District)  
Todd Mendoza (Second District)  
Gary Wysocky (Third District)

Ariel Kelley (Fourth District)  
Jorge Inocencio (Fifth District)  
Jeff Owen (Alternate)

**UNAPPROVED MINUTES**

Virtual Meeting Due to Sonoma County's Shelter in Place Order

January 12, 2023 | 3:00 pm

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**COMMISSIONERS PRESENT:** Gary Wysocky, Jeff Owen, Jorge Inocencio, Todd Mendoza

**STAFF PRESENT:** Misti Arias, General Manager; Lisa Pheatt, County Counsel; Jennifer Kuszmar, Acquisition Manager; Steph Tavares-Buhler, Senior Acquisition Specialist; Sara Ortiz, Admin Aide; Howard Levy, Appraiser.

**1. Call to Order**

Commissioner Inocencio called the meeting to order at 3:04 p.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**

No general announcements.

**4. Public Comment**

No public comment.

**5. Correspondence/Communications**

No correspondence or communications.

**6. Closed Session (Real Property Negotiations - Government Code Section 54956.8)**

Project Name: Chanslor Ranch

Property Owners: Y & N Chanslor Ranch LLC (Chuan "Jonathan" Wang, managing shareholder)

Property Address: 2660 N Hwy 1, Bodega Bay

APNs: 101-030-002

Negotiating Parties:

Owner's Representative: Eric Koenigshofer

Regional Parks Representative: Bert Whitaker, Director

Ag + Open Space's Representative: Misti Arias, General Manager

Under Negotiation:

Acquisition of Real Property by the Ag + Open Space. The Commission will give instruction to its negotiator(s) on the price. (Government Code Section 54956.8)

### 7. Report Out of Closed Session

The commission reconvened to Open Session at 4:11 p.m. and reported the following:

#### Resolution 2023-001

On a motion by Commissioner Mendoza and second by Commissioner Owen the Commission determined that the value to be received by the District for the conveyance of the fee interest in the Chanslor Ranch to the County of Sonoma satisfies the fair market value standard.

### 8. Next Regular Meeting

February 2, 2023

### 9. Adjournment

The meeting was adjourned at 4:16 p.m.

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### Attachment 3

Sonoma County Agricultural Preservation and Open Space District  
Consolidated Balance Sheet - District and OSSTA Funds  
December 31, 2022

**Assets**

Cash and Investments	\$91,471,970
Accounts Receivable	20,702
Other Current Assets	19,639
Intergovernmental Receivables	(57,993)

<b>Total Assets</b>	<u><u>\$91,454,318</u></u>
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**Liabilities and Fund Balance**

Current Payables	\$43,091
Other Current Liabilities	8,650
Due to Other Governments	0
Deferred Revenue	0
Long-Term Liabilities	0

<b>Total Liabilities</b>	<u>51,741</u>
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**Fund Balance**

Nonspendable	1,125
Restricted - District Activities	91,401,452
Total Fund Balance	91,402,577

<b>Total Liabilities and Fund Balance</b>	<u><u>\$91,454,318</u></u>
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**Cash by Fund**

OSSTA - Measure F	\$76,031,871
Open Space District	2,725,680
Stewardship Reserve*	0
Cooley Reserve	152,256
Operations and Maintenance	12,562,163

<b>Total Cash by Fund</b>	<u>\$91,471,970</u>
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\*On July 1, 2015 the County of Sonoma Measure F Sales Tax Refunding Bonds, Series 2015 were issued. The transaction provided a savings of \$13.6 million, in part by following the Commission's recommendation of paying down \$30 million in principal, as well as obtaining a lower interest rate. The Commission recommended using the \$10 million in the Stewardship Reserve Fund as part of the \$30 million paydown. Additionally, the Commission directed use of the \$7.5 million annual savings resulting from the shortened term to fund the Stewardship Reserve beginning in the fiscal year 2024-2025. FOC Minute Order #13 dated May 14, 2015 reflects this direction.

### Attachment 3

Sonoma County Agricultural Preservation and Open Space District  
Consolidated District and OSSTA Budget to Actual  
For the one month ended December 31, 2022  
50% of Year Complete

	Budget Final	Actual Year to Date	Encumbrances Year to Date	Remaining Balance	% of Budget Remaining
<b>Revenues</b>					
Tax Revenue *	\$31,897,720	\$11,336,738		\$20,560,982	64.46%
Intergovernmental	5,095,000	1,047,458		4,047,542	79.44%
Use of Money & Prop	145,000	215,279		(70,279)	-48.47%
Miscellaneous Revenues	490,300	617,243		(126,943)	
Other Financing Sources	650,988			650,988	100.00%
<b>Total Revenues</b>	<b>38,279,008</b>	<b>13,216,717</b>		<b>25,062,291</b>	<b>65.47%</b>
<b>Expenditures</b>					
Salaries and Benefits	6,652,471	2,108,091		4,544,380	68.31%
Services and Supplies	12,187,167	1,501,406	\$6,269,668	4,416,094	36.24%
Other Charges	2,676,843	1,553,464	345,343	778,036	29.07%
Capital Expenditures**	28,415,000	903,217	154,395	27,357,388	96.28%
Other Financing Uses	7,901,663	2,957,375		4,944,288	62.57%
<b>Total Expenditures</b>	<b>57,833,144</b>	<b>9,023,552</b>	<b>6,769,406</b>	<b>42,040,186</b>	<b>72.69%</b>
<b>Net Earnings (Cost)</b>	<b>(\$19,554,136)</b>	<b>4,193,165</b>	<b>(\$6,769,406)</b>	<b>(\$16,977,895)</b>	
Beginning fund balance		87,209,413			
<b>Ending Fund Balance</b>		<b>91,402,577</b>			

Note: Sales tax collected as of December 31, 2021 was \$10,584,470. Current collections are 7.11% above the prior year. There continue to be collection and timing issues with CDTFA and COVID relief programs.

(California Department of Tax and Fee Administration)

\*\*Capital expenditure breakdown

El Recreo                      \$        903,217



## M E M O R A N D U M

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**Date:** January 5, 2023 (Meeting February 2, 2022)

**To:** Fiscal Oversight Commission

**From:** Catherine Iantosca, Senior Stewardship Specialist  
Kelsey Setliff, Stewardship Specialist

**c:** Misti Arias, General Manager  
Sheri Emerson, Stewardship Manager  
Jake Newell, Stewardship Supervisor  
Luke Bowman, Deputy County Counsel

**Subject:** **Second Amendment to the Forever Forestville Conservation Easement**

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### Background/Overview

Forestville Planning Association ("FPA") has requested that we amend the Forever Forestville Conservation Easement to realign the Building Envelope to avoid jurisdictional wetlands that were delineated during project permitting. Staff recommends that the Commission adopt a resolution finding that the proposed amendment constitutes an exchange of fair market value.

District staff presented the proposed amendment, fair market value findings, and staff recommendation at the January 5, 2023 Commission meeting. The Commission was unable to make the fair market value determination without additional information about the impact of the exchange on the West County Trail ("Trail"). As requested by the Commission, staff provides additional information below related to the Trail. The Trail extension across the Forever Forestville property is not the District's trail nor FPA's trail; it is a County trail, paid for and constructed by Sonoma County Regional Parks, and for which the County has a dedicated public trail easement from FPA. The proposed amendment will not impact the location or persistence of the Trail.

### Additional Information on the West County Trail Extension

- The Sonoma County Agricultural Preservation and Open Space District ("District") is the owner of a Conservation Easement known as the Forever Forestville Easement recorded on November 15, 2013 as Document No. 2013110043, as amended by that First Amendment recorded on November 14, 2017 as Document No. 2017087597 (as amended, the "Easement") over property located in the unincorporated community of Forestville and further described in the Easement (the "Property").
- The District also holds a Recreation Covenant (Document No. 2013110044), which obligates Forestville Planning Association ("FPA") to maintain the Property as a public park and open

## Attachment 4

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space preserve in perpetuity, consistent with the terms of the Easement and a plan prepared by FPA for development of the Property (the "Plan"), and which prohibits FPA from engaging in activities that impede public access to or public use of the Property, except for certain authorized public access limitations.

- FPA conveyed the Easement and Recreation Covenant to the District in connection with a matching grant agreement, under which the District contributed \$400,500 towards FPA's acquisition of the Property, and FPA agreed to match the District's contribution with such match being partially covered by a contribution from the County of Sonoma of \$150,000 for Sonoma County Regional Parks ("Parks") to design and construct an extension of the Trail across the Property.
- On November 15, 2013, following recordation of the Easement and the Recreation Covenant, FPA granted to the County of Sonoma an Irrevocable Offer of Dedication for a Trail Easement, to extend the Trail across the Property to the intersection of Highway 116 and Mirabel Road, with the precise width and location of the trail easement to be agreed upon by FPA and the County of Sonoma.
- The Easement (Section 5.1.6) and the Recreation Covenant (Section 2.C) prohibit implementation of the Plan or any revisions to the Plan until the Plan or any revisions have been approved by the District based on the Plan's consistency with the Conservation Purpose of the Easement. The park improvements contemplated within the realigned Building Envelope must be included in a revised development plan, which is subject to District approval under Section 5.1.6 of the Easement. The revised plan has been submitted by FPA and approved by the District, and the revised plan and approval letter are included as attachments.
- The Easement allows for the construction of an extension of the Trail across the Property both inside and outside of the Building Envelope, and the extension of the Trail across the Property is recognized in Section 2.3 of the Easement as one of the recreational Conservation Values of the Easement with preservation and protection of this value identified as a Conservation Purpose of the Easement.
- Parks and FPA mutually agreed to the location of the Trail, with approval from the District, and in 2019 the Trail extension was constructed across the Property, partially inside and partially outside of the existing Building Envelope, as permitted under the Easement and the Recreation Covenant. Because the Easement allows the Trail to be constructed both inside and outside of the building envelope, the movement of the building envelope has no impact on the location or persistence of the Trail, which is required by other easement documents that are not affected by the exchange before the Commission.

## Attachment 4

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### FOC Resolution Revision (last recital with additions in italics)

WHEREAS, the District's General Manager has presented information regarding the nature of the proposed realignment of the Building Envelope boundaries ("Exchange"), which demonstrates that the Exchange will not result in a net loss of fair market value of the Easement *because, among other reasons, the Exchange will result in a net benefit to the conservation values of the Easement by (1) reducing the size of the Building Envelope by approximately 18,400 square feet; (2) excluding a wetland area and approximately 15 additional mature oak trees from the Building Envelope; and (3) retaining the terms and conditions of the Easement as to the West County Trail extension.*

### Recommendation

Staff recommends that the Commission adopt a resolution finding that the proposed amendment reconfiguring the Building Envelope to avoid a jurisdictional wetland will not result in the District paying more or receiving less than the fair market value of the interests received.

### Exhibits

1. Revised Fiscal Oversight Commission Resolution
2. Draft Second Amendment to the Forever Forestville Conservation Easement
3. Original Forever Forestville Conservation Easement
4. Irrevocable Offer of Dedication (Trail Easement)
5. Forever Forestville Recreation Covenant
6. Forever Forestville Conceptual Amendment Map
7. Forestville Planning Association's Revised Park Development Plans
8. District Approval Letter for Revised Park Development Plans

RESOLUTION NO.:

DATED:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION DETERMINING THAT THE PROPOSED EXCHANGE OF SPECIFIED OPEN SPACE INTERESTS BY AND BETWEEN THE SONOMA COUNTY AGRICULTURAL PRESERVATION DISTRICT AND FORESTVILLE PLANNING ASSOCIATION AS RELATED TO THE FOREVER FORESTVILLE CONSERVATION EASEMENT SATISFIES THE FAIR MARKET VALUE STANDARD**

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

**WHEREAS**, the Sonoma County Agricultural Preservation and Open Space District ("District") is the owner of a Conservation Easement known as the Forever Forestville Conservation Easement recorded on November 15, 2013 as Document No. 2013110043 at the County of Sonoma Recorder's Office, as amended by that First Amendment recorded on November 14, 2017 as Document No. 2017087597 (as amended, the "Easement"); and

**WHEREAS**, due to the unexpected discovery of a jurisdictional wetland, Forestville Planning Association ("FPA") wishes to amend the Easement by realigning the Building Envelope as designated on the Baseline Site Map ("Building Envelope") to remove an approximately 36,000 square feet portion of land from the Building Envelope in exchange for the addition of approximately 17,600 square feet of land to the Building Envelope; and

**WHEREAS**, the District's General Manager has presented information regarding the nature of the proposed realignment of the Building Envelope boundaries ("Exchange") which demonstrates that the Exchange will not result in a net loss of fair market value of the Easement because, among other reasons, the Exchange will result in a net benefit to the conservation values of the Easement by (1) reducing the size of the Building Envelope by approximately 18,400 square feet; (2) excluding a wetland area and approximately 15 additional mature oak trees from the Building Envelope; and (3) retaining the terms and conditions of the Easement as to the West County Trail extension.

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

1. *Truth of Recitals.* The foregoing recitals are true and correct.

**Exhibit 1**

2. *Fair Market Value.* This Commission is satisfied that the proposed amendment to the Easement to realign the Building Envelope to avoid jurisdictional wetlands will not result in the District paying more or receiving less than fair market value for the rights that will be acquired and conveyed via the Exchange.

**COMMISSIONERS:**

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

**SO ORDERED.**

RECORDING REQUEST BY AND  
RETURN TO:

Sonoma County Agricultural  
Preservation and Open Space District  
575 Administration Drive, Room 102A  
Santa Rosa, CA 95403

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**SECOND AMENDMENT TO DEED AND AGREEMENT BY AND BETWEEN THE  
FORESTVILLE PLANNING ASSOCIATION AND THE SONOMA COUNTY  
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT CONVEYING A  
CONSERVATION EASEMENT AND ASSIGNING DEVELOPMENT RIGHTS**

The Forestville Planning Association, a California 501(c)(3) non-profit corporation (hereinafter “GRANTOR”), and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code section 5500 et seq. (hereinafter “DISTRICT”), agree as follows:

**RECITALS**

A. GRANTOR is the owner in fee simple of certain property located in Sonoma County and more particularly described in Exhibit A to Document Number 2013110043 in the Official Records of Sonoma County, recorded November 15, 2013 (hereinafter the “Property”).

B. Pursuant to the terms of a funding agreement between GRANTOR and DISTRICT (collectively hereinafter the “Parties”), entered into in conformity with DISTRICT’S “Matching Grant Program,” GRANTOR conveyed to DISTRICT a conservation easement interest in the Property by an instrument entitled “DEED AND AGREEMENT BY AND BETWEEN THE FORESTVILLE PLANNING ASSOCIATION AND THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT CONVEYING A CONSERVATION EASEMENT AND ASSIGNING DEVELOPMENT RIGHTS,” recorded as Document Number 2013110043 in the Official Records of Sonoma County on November 15, 2013 (the “Original Easement”).

C. The Parties first amended the Original Easement by an instrument entitled “FIRST AMENDMENT TO DEED AND AGREEMENT BY AND BETWEEN THE FORESTVILLE PLANNING ASSOCIATION AND THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT CONVEYING A CONSERVATION EASEMENT AND ASSIGNING DEVELOPMENT RIGHTS,” recorded as

## Exhibit 2

Document Number 2017087597 in the Official Records of Sonoma County on November 14, 2017, for the purpose of correcting an error in the Original Easement that prohibited certain public utilities (the “First Amendment”).

D. The Original Easement, as amended by the First Amendment, is referred to herein as the “Easement”.

E. The Easement restricts certain structures, improvements, and uses to a “Building Envelope” designated on a Baseline Documentation Report Site Map (Baseline Site Map) prepared at the time of execution of the Original Easement.

F. In 2018, GRANTOR discovered jurisdictional wetlands that prevent development within a portion of the designated Building Envelope.

G. The Parties desire to enter into this Second Amendment to the Easement (the “Second Amendment”) to realign the Building Envelope boundary to remove the jurisdictional wetlands and extend the Building Envelope further south and west to allow space for GRANTOR to install planned community park-related features on the Property.

H. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Directors of DISTRICT made findings that this Second Amendment is consistent with DISTRICT’S amendment policies, made findings pursuant to California Public Resource Code Section 5540.5, and approved this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### AMENDMENT

1. Realigned Building Envelope. All references in the Easement to the “Building Envelope” shall be to the “Building Envelope” designated on the Site Map dated **MONTH DAY, YEAR**, attached to this Second Amendment as Exhibit C and hereby incorporated into the Easement by this reference.

2. Unmodified Provisions. Except as expressly set forth herein, no changes are made to the material terms and conditions of the Easement and each and every provision of the Easement not modified shall remain in full force and effect.

3. Authorization of Signatories. By their signatures below, the undersigned represent and warrant that they are authorized to execute this Second Amendment on behalf of the party on behalf of whom they have executed below.

**Exhibit 2**

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Second Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR:  
FORESTVILLE PLANNING ASSOCIATION

\_\_\_\_\_  
By: Lucy Hardcastle  
President of Forestville Planning Association

DISTRICT:  
SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE  
DISTRICT

\_\_\_\_\_  
By: James Gore  
President of the Board of Directors

**Exhibit 2**

**Exhibit C**

[insert site map]

DRAFT

FNT 4905124464

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 Gov't Code Sec 27383



2013110043<sup>1</sup>

OFFICIAL RECORDS OF  
SONOMA COUNTY

FIDELITY NAT'L TITLE CO. WILLIAM F ROUSSEAU

11/15/2013 02:34 CEDEED

RECORDING FEE: \$0.00

PAID

29

DEC



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

The Forestville Planning Association ("GRANTOR"), a California 501(c)(3) non-profit corporation, and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. ("DISTRICT"), agree as follows:

RECITALS

A. GRANTOR is the owner in fee simple of that certain real property located in Sonoma County and 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 by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers. 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 order to accomplish those purposes, DISTRICT and the Authority entered into a contract whereby, in consideration of the Authority's financing of DISTRICT's acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's voter approved Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax, a transfer of the taxing authority to the County of Sonoma, and an update of the Expenditure Plan. The DISTRICT's acquisition program remains in full compliance with that updated voter-approved Expenditure Plan.

C. On 10/22/13, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. 13-0425, 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 retention of the existing oak woodland and riparian vegetation is critical to the scenic value of this area. Applicable goals and policies include:

- Encourage conservation of undeveloped land, open space, and agricultural lands, protection of water and soil quality, restoration of ecosystems, and minimization or elimination of the disruption of existing natural ecosystems and flood plains (LU-11f).
- Identify and preserve roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the County's tourism economy (OSRC-3).
- Preserve the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations (OSRC-6).
- Protect and enhance the County's natural habitats and diverse plant and animal communities (OSRC-7).

D. By that same resolution, the DISTRICT's Board of Directors determined that its funding contribution toward acquisition of approximately four (4) acres of real property to provide urban open space with opportunities for public recreational amenities such as a town square gathering place and trails, and natural resource protection ("the Project") is consistent with the voter-approved Expenditure Plan.

E. This Easement will further the goals, objectives and policies of DISTRICT's adopted acquisition plan, *Connecting Communities and the Land, A Long-Range Acquisition Plan*.

F. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Easement.

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 those rights which are specifically reserved by GRANTOR through this Easement.

**2. Conservation Values.** The Property, located in downtown Forestville adjacent to Highway 116, is gently sloped with oak woodland and savannah, annual grassland, and riparian

woodland. Critical resources on the Property (collectively “the Conservation Values”), include scenic and open space resources, natural resources, and opportunities for establishing recreational and educational uses. These include, but are not limited to the following:

**2.1 Scenic and Open Space Resources.** The Property is adjacent to and visible from Highway 116, which is a General Plan-designated Scenic Corridor as it travels through the town of Forestville. The Property is visible from downtown Forestville and provides visual respite from adjacent urban development. Views of and through the oak woodlands embody western Sonoma County’s scenic rural heritage.

**2.2 Natural Resources.** The oak woodland, oak savannah, annual grassland, and riparian woodland on the Property provide important wildlife habitat, particularly as nesting and foraging habitat for songbirds, foraging habitat for raptors, and foraging and cover for small and medium-sized mammals. Prolific native oak recruitment occurs on the Property, which is critical for the continued health of the oak habitats. Ensuring significant presence of oak trees on the Property is a critical component of the Property’s natural resource value.

**2.3 Recreational and Educational Resources.** Being located in downtown Forestville, the Property provides the opportunity to formalize a community-gathering space with recreational and educational amenities, including a town square and trails, and the opportunity for enjoyment of the natural features of the Property, including wildlife viewing and educational programs. The West County Regional Trail can link to Highway 116 and Mirabel Road through the Property.

**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 confine the use of the Property to activities 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: preservation and protection of scenic resources, then natural resources, then recreational and educational uses.

## **PART TWO: RESERVED AND RESTRICTED RIGHTS**

**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 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.

**4.5 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.

**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. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved, restricted or prohibited as set forth below. 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 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.

5.1.6 Plan. GRANTOR intends, with public input, to develop and implement a plan for the permitted development, management and/or restoration of the Property ("Plan"). The Plan and future updates and amendments will be subject to review and approval by DISTRICT in accordance with Section 6.1 of the Easement. The Plan shall not be implemented on the Property until it has been approved by DISTRICT. DISTRICT's review and approval of the Plan shall be based on the Plan's consistency with the terms, conditions and Conservation Purpose of this Easement.

**5.2 Land Uses.** Use of the Property is restricted solely to natural resource protection, recreational and educational uses as defined in this Section 5.2. Residential, commercial, or industrial use of or activity on the Property is prohibited except for those commercial uses as specifically reserved in Section 5.2.2. No noise amplification or night lighting is permitted outside the Building Envelope designated on the Baseline Documentation Report Site Map (Baseline Site Map), as identified in Section 9.

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

5.2.1.1 Mitigation. The Property shall not be available to mitigate for environmental impacts of projects located off site. Mitigation of projects located on the Property shall be limited to habitat restoration and enhancement projects that provide natural resource benefits beyond the protections provided in this Easement.

5.2.2 Recreational and Educational Use. GRANTOR shall make the Property available to the public for outdoor recreation and education in accordance with the Recreation Covenant recorded of even date except as set forth in Section 5.6. All outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with scenic and natural resource protection. Such uses may include, but are not limited to, hiking; bicycling; horseback riding; picnicking;

gardening; public educational and recreational activities; and other such uses similar in nature and intensity. Gardening is only permitted within the Building Envelope designated on the Baseline Site Map. Recreational and educational uses outside the Building Envelope designated on the Baseline Site Map shall be limited to those that are low intensity in nature.

5.2.2.1 Fees. With prior written notice to DISTRICT, GRANTOR may charge a nominal fee to cover costs directly associated with recreational and educational programs and use of the Property. DISTRICT reserves the right to request, and GRANTOR shall provide, documentation of such costs.

5.2.2.2 Concessions. Within the Building Envelope designated on the Baseline Site Map, GRANTOR may provide concessions related to permitted recreational and educational uses such as food and beverage sales, and bicycle rentals.

5.2.2.3 Special Events. Within the Building Envelope designated on the Baseline Site Map, GRANTOR may use the Property for special events, including but not limited to educational and recreational events, public ceremonies, art shows, farmers markets, weddings, and cultural activities. Special events shall not result in any permanent alteration of the Property nor have any detrimental impact on the natural resources of the Property.

5.2.2.4 Ancillary. Subject to DISTRICT approval, other minor recreational and educational commercial uses found to be consistent with the Conservation Values of this Easement.

**5.3 Subdivision and Parcels.** 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, nor shall GRANTOR place or convey any portion of the Property into ownership separate from the whole of the Property.

5.3.1 Exceptions. This prohibition against division of the Property shall be inapplicable to:

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

b) Leases. GRANTOR reserves the right to lease or rent a portion(s) of the Property for the permitted uses described in Sections 5.2.1 and 5.2.2.

c) Lot Line Adjustments. Subject to prior written approval by DISTRICT, GRANTOR may relocate one or more boundary lines between existing parcels within the Property, where the land taken from one parcel is

added to a contiguous parcel and does not thereby create a greater number of parcels on the Property than existed at the time of execution of this Easement.

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.

**5.4 Structures and Improvements.** Except as authorized in a Plan approved pursuant to Section 5.1.6 of this Easement, GRANTOR may repair, replace, construct, place and maintain structures and improvements on the Property only as provided below. The cumulative square footage of the permanent enclosed structures (those with solid walls and roofs) shall not exceed 3,000 square feet. Of the cumulative total, up to 2,500 square feet may be located on APN 083-080-001 and up to 500 square feet may be located on APN 084-031-070.

5.4.1 Maintenance, Repair or Replacement of Structures and Improvements. GRANTOR may maintain, repair or replace structures and improvements existing at the date hereof 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 Protection Use. Subject to prior written notice to DISTRICT, GRANTOR may construct or place accessory structures and improvements within the Building Envelope designated on the Baseline Site Map as reasonably necessary for natural resource protection on the Property, including, but not limited to, sheds and greenhouses. Subject to prior written approval of DISTRICT, GRANTOR may place or construct temporary accessory structures and improvements outside of the Building Envelope designated on the Baseline Site Map as necessary during, and in connection with, natural resource restoration and enhancement activities.

5.4.3 Structures and Improvements for Recreational and Educational Use.

5.4.3.1 Within the Building Envelope designated on the Baseline Site Map, GRANTOR may construct or place improvements associated with permitted outdoor recreational and educational uses on the Property, including, but not limited to:

(a) Benches, drinking fountains, picnic tables, refuse and recycling containers and other similar minor improvements without any notice to or approval from DISTRICT.

(b) Paved or permeable trails and pathways, plaza, fountain, restrooms, lighting, public art, gazebo, amphitheater, stage, play structures, and other similar improvements with prior written notice to DISTRICT.

(c) Building(s) not to cumulatively exceed 3,000 square feet in size to be used in association with permitted recreational and educational uses such for a meeting room, visitor center, classroom, food sales, and bicycle rentals, with prior written notice to DISTRICT. No such building shall exceed 20 feet in height.

5.4.3.2 Outside the Building Envelope designated on the Baseline Site Map, GRANTOR may construct or place trails, benches and educational signage associated with permitted outdoor recreational and educational uses with prior written approval by DISTRICT.

5.4.4 Public Parking and Roads. Subject to prior written approval of DISTRICT, GRANTOR may construct a new uncovered public parking area associated with the West County Trail within the Building Envelope designated on the Baseline Site Map, and reconstruct or expand the existing uncovered parking area within the Building Envelope designated on the Baseline Site Map. Subject to prior written notice to DISTRICT, GRANTOR may reconstruct the existing road on the eastern edge of the property. Roads and parking area(s) shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing Best Management Practices for roads as recommended by California Department of Fish and Wildlife or other similar or successor entity. Roads 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. Roads and parking area(s) that are abandoned, permanently closed and/or decommissioned shall be revegetated with native species, stabilized and ensured of proper drainage.

5.4.5 Fences and Gates. GRANTOR may construct, place and erect fencing and gates only as necessary for permitted uses of the Property. 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 resource protection and recreational and educational uses 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.**

5.4.6.1 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 provided that such utilities are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses.

5.4.6.2 In addition, subject to prior written approval of DISTRICT, GRANTOR may place or construct improvements for the development and utilization of on-site renewable energy resources for on- or off-site use, including but not limited to wind, solar and geothermal, provided that the area impacted by such improvements is located within the Building Envelope designated on the Baseline Site Map, does not remove any oak trees, does not significantly impact the scenic view of oak woodland from Highway 116, and does not hinder GRANTOR's ability to provide for public outdoor recreation and educational use. Notwithstanding the foregoing, GRANTOR may, with notice to DISTRICT, place or construct solar panels on the roofs of existing structures or any future additional structures placed on the Property pursuant to Sections 5.4.2 and 5.4.3, provided that such solar panels do not cause the structure or improvement to exceed the height limitations set forth in those sections.

5.4.7 Signs. GRANTOR reserves the right to construct or place signs as set forth in this Section 5.4.7. No sign shall be artificially illuminated.

(a) Without prior written notice to or approval of DISTRICT, GRANTOR reserves the right to construct or place two signs not to exceed 32 square feet in size to identify the Property from public roadways.

(b) In addition, without prior written notice to or approval of DISTRICT, GRANTOR reserves the right to construct or place four signs not to exceed 24 square feet in size as trailhead or interpretive signs and/or to acknowledge participation of funding agencies for permitted uses on the Property.

(c) In addition, without prior written notice to or approval of DISTRICT, GRANTOR reserves the right to construct or place signs less than 6 square feet in size to (i) mark the boundary of the Property; (ii) provide directional, interpretive and educational information; and (iii) set forth park and/or local area rules or regulations applicable to use of the Property, provided that the size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and further provided that such signs are sited and constructed in a manner that does not create a significant visual impact.

(d) In addition, without prior written notice to or approval of DISTRICT, GRANTOR reserves the right to construct or place signs advocating candidates or issues that will be presented to voters in a public election, provided that such

signs do not exceed then existing state and local regulations for political signs, and that such signs are removed within ten (10) days after the date of election.

(e) In addition, subject to prior written approval of DISTRICT, GRANTOR may construct or place additional signs necessary or appropriate for allowed uses, provided that any such additional signs are sited and constructed in a manner that does not create a significant visual impact.

**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 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.

**5.5.2 Water Resources.** Draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development and expansion of water storage and delivery systems allowed under Section 5.4.6.1, and (ii) the preservation, restoration and enhancement of natural resources allowed under Section 5.5.5.

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

**5.5.4 Fire Management.** GRANTOR reserves the right to undertake vegetation management activities for the purpose of fire control provided the techniques used minimize harm to native wildlife and plants. Fire management activities outside the designated Building Envelope shall not impede the regeneration of oak woodlands except as may be provided in a DISTRICT-approved Vegetation Management Plan. Fire management methods are limited to:

(a) brush removal, mowing and limited grazing of the Property, or other methods of similar nature and intensity within the Building Envelope designated on the Baseline Site Map, without need for notice to or approval from DISTRICT; and

(b) brush removal, mowing and limited grazing of the Property, or other methods of similar nature and intensity outside the Building Envelope designated on the Baseline Site Map, with notice to DISTRICT or pursuant to a DISTRICT-approved Vegetation Management Plan; and

(c) prescriptive burning undertaken in a manner consistent with the standards and requirements of the local fire protection agency having jurisdiction, subject to prior written notice to DISTRICT.

The requirement for notice under this Section 5.5.4 may be satisfied by the submission of an annual fire management plan.

**5.5.5 Natural Resource Preservation, Restoration and Enhancement.**

GRANTOR reserves the right to undertake natural resource preservation, restoration and enhancement activities, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of water quality, and plant and wildlife habitat, and activities that promote biodiversity. GRANTOR may remove or control invasive, non-native plant and animal species that threaten the Conservation Purpose of this Easement or impede the growth of native species, provided the techniques used minimize harm to native wildlife and plants and are in accordance with all applicable laws.

**5.5.6 Native Tree and Sapling Removal.** Harvesting, cutting, removal or destruction of any native trees and saplings is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of fire management, in accordance with Section 5.5.4; (iv) for natural resource preservation, restoration and enhancement as set forth in Section 5.5.5; and (v) with prior written approval of DISTRICT, within the footprint of permitted recreational and educational structures and improvements permitted in Sections 5.4.3.1(b) and 5.4.3.1(c), the West County Trail extension, and permitted parking areas. DISTRICT approval will be based upon GRANTOR's demonstration that such recreational and educational structures and improvements are located and designed to minimize removal of, and impacts to, native oak trees.

**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 the footprint of permitted structures and improvements; (ii) to control insects and disease; (iii) to prevent personal injury and property damage; (iv) for the purpose of fire management, in accordance with Section 5.5.4; and (v) for natural resource preservation, restoration and enhancement, as set forth in Section 5.5.5 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; and (ii) as reasonably necessary to promote or sustain biodiversity in accordance with preservation, restoration and enhancement activities in connection with Section 5.5.5, 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 reserves the right to remove or control non-native plant and animal species provided that techniques used minimize harm to native wildlife and plants and are in accordance with sound, generally accepted conservation practices.

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.

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

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

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

**5.6 Public Access Limitations.** GRANTOR and DISTRICT understand and agree that the Property will be used for a public plaza and open space preserve in perpetuity. GRANTOR, however, reserves the right to 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 THREE: 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 following procedures 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 Plan.** GRANTOR and DISTRICT acknowledge that GRANTOR intends to prepare a plan for permitted development, management and/or restoration of the Property ("Plan") 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 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 (including recreational, educational, and resource management), (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. Pursuant to Section 5.1.6 of this Easement, such Plan and Revisions require DISTRICT's approval prior to their implementation. DISTRICT's approval shall be based solely upon its reasonable determination as to whether the Plan or Revisions are 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. GRANTOR shall use the following procedure to obtain DISTRICT's approval for the Plan and Revisions:

6.1.1 GRANTOR may, at its discretion, at any time, submit a Plan or Revisions to DISTRICT for its review and approval. DISTRICT shall have forty-five (45) days from the receipt of the Plan or Revisions, plus fourteen (14) days from any subsequent or follow up submittal, to review the Plan or Revisions and either approve the Plan or Revisions 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 Plan or Revisions, it shall state such objections in sufficient detail to enable GRANTOR to modify the Plan or Revisions 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 Plan or Revisions under the California Environmental Quality Act ("CEQA") 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 Plan or Revisions, 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 Plan shall be subject to DISTRICT approval.

**6.2 Uses/Activities Requiring Notice or Approval to DISTRICT.** In the absence of a Plan or Revisions approved by DISTRICT, or for uses and activities not described in a Plan or Revisions 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.

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 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 reserved 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 reserved 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 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 (it being the intent of this provision to limit GRANTOR's indemnity to the proportionate part of DISTRICT's damage, liability, claim or expense for which GRANTOR is responsible); 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 (it being the intent of this provision to limit DISTRICT's indemnity to the proportionate part of GRANTOR's damage, liability, claim or expense for which DISTRICT is responsible). 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 has prepared a Baseline Documentation Report which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement. DISTRICT recognizes GRANTOR intends to develop and implement a Plan for the Property. The Baseline Report will be supplemented through periodic monitoring reports as the DISTRICT performs its regular monitoring of the Property.

**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, and (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. 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); 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); 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.** 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, wildfire, flood, storm, earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement.

**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. 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 and 20% of the value of the land and DISTRICT: 80% of the value of the land, or as otherwise agreed upon by them in writing at the time of condemnation.

**PART FOUR: 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.

**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. 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:       Forestville Planning Association  
                          President  
                          P.O. Box 184  
                          Forestville, CA 95436

To DISTRICT:       General Manager  
                          Sonoma County Agricultural Preservation and Open Space District  
                          747 Mendocino Avenue, Suite 100  
                          Santa Rosa, CA 95401

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 personally delivered to the recipient, notice is effective on delivery.
- b) 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.
- c) When mailed by certified mail with return receipt requested, notice is effective on receipt as confirmed by the return receipt.
- d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery as confirmed by the delivery service.
- e) When sent by fax to the last 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 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.

**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 overnight 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. No Forfeiture.** Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. Fees and Charges.** DISTRICT shall have the right to establish and impose reasonable fees and charges on GRANTOR for inspections, approvals, and other services performed by DISTRICT pursuant to this Easement. Such fees and charges shall not exceed the reasonable costs of providing such services.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

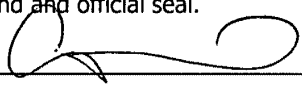
Exhibit 3  
Page 24 of 29

State of California )  
County of Sonoma )

On November 13, 2013 before me,  
Courtney Triola, Notary Public (here insert name and title of the officer),  
personally appeared Max Broome,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this 18<sup>th</sup>  
day of October, 2013.

GRANTOR:

By: [Signature]  
President of the Board Max Broome

~~ATTEST:~~

~~\_\_\_\_\_  
Clerk of the Board~~

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE  
DISTRICT

By: [Signature]  
President of the Board of Directors  
David Rabbitt

ATTEST:

[Signature]  
Clerk of the Board of Directors [Signature]  
Vernica A. Ferguson L. M. Millano

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

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On 10/23/13 before me, Sandra L. Faus, Notary Public  
(Here insert name and title of the officer)

personally appeared David Rabbitt

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

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

WITNESS my hand and official seal.

Sandra L Faus  
Signature of Notary Public



(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Deed & Agreement: Forestville &

(Title or description of attached document)

So Co Ag Preservation & Open Sp

(Title or description of attached document continued)

Number of Pages 24 Document Date 10/22/13

Conservation Ease & Develop Rts

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☒ Other President

#### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Exhibit A  
LEGAL DESCRIPTION  
CONSERVATION EASEMENT

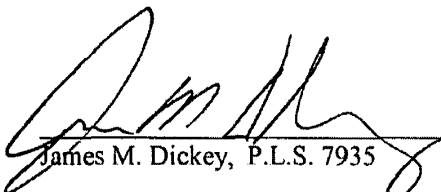
Lying within Rancho El Molino, County of Sonoma, State of California and being a portion of Lot 1 and Lot 2 as shown on Parcel Map Number MNS87-426 recorded in Book 491 at pages 33 through 35, Sonoma County Records, said portion more particularly described as follows:

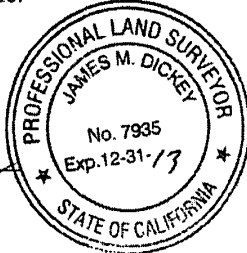
BEGINNING at the northeast corner of said Lot 1 being marked by a rivet and brass tag marked "LS 4760"; thence along the northerly boundary of said Lot 1 North 89°21'46" West, 250.00 feet to a 1/2 inch iron pipe tagged "LS 7395"; thence leaving said northerly boundary South 00°59'44" East, 250.00 feet to a 1/2 inch iron pipe tagged "LS 7395"; thence South 55°37'42" East, 46.81 feet to the northwesterly corner of said Lot 2 being marked by 1/2 inch iron pipe tagged "LS 7395"; thence along the westerly boundary of said Lot 2 South 13°51'40" West, 350.02 feet to a point on the northeasterly boundary of a 60.00 foot roadway and public utility easement as shown on said Parcel Map Number MNS87-426 said point being marked by 1/2 inch iron pipe tagged "LS 7395"; thence along said northeasterly boundary South 59°45'59" East, 388.02 feet; thence continuing along said northeasterly boundary along a curve to the left with a radius of 550.00 feet through a central angle of 9°35'54" for a length of 92.14 feet to the easterly boundary of said Lot 2; thence along said easterly boundary North 33°25'00" West, 265.65 feet; thence continuing along said easterly boundary North 71°46'44" East, 20.52 feet; thence continuing along said easterly boundary North 00°59'43" West, 319.44 feet; thence continuing along said easterly boundary South 89°59'43" East, 10.09 feet; thence continuing along said easterly boundary and the extension thereof North 00°59'43" West, 300.84 feet to the POINT OF BEGINNING.

Containing 4.25 acres more or less

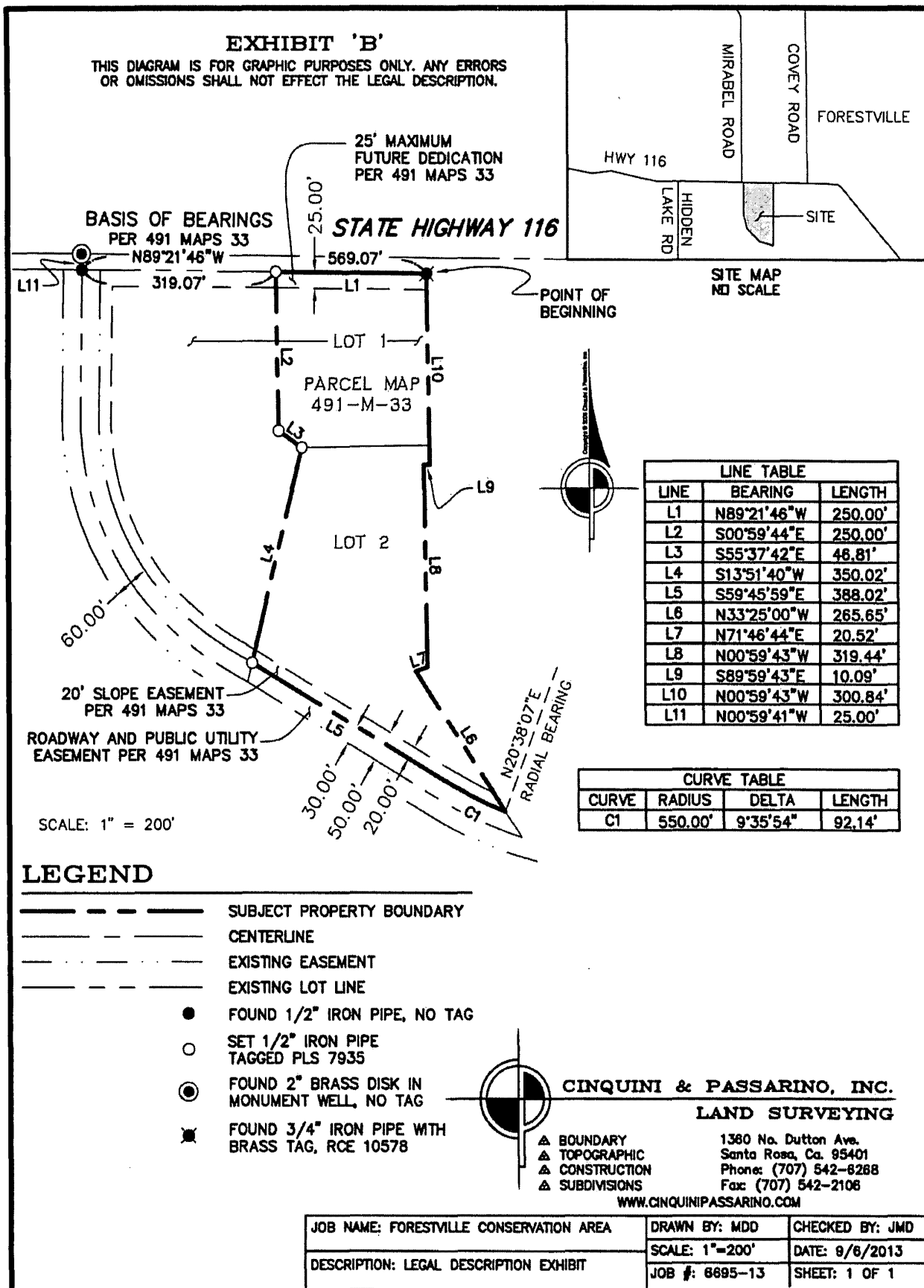
For graphical depiction see attached Exhibit "B"

Prepared by Cinquini & Passarino, Inc.

  
James M. Dickey, P.L.S. 7935



Date 10/18/2013



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

This is to certify that the interest in real property conveyed by the Conservation Easement dated Oct 18, 2013 from the Forestville Planning Association, a non-profit corporation, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. 13-0425 of the Board of Directors, dated Oct 22, 2013 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and  
Open Space District

Dated: 10/22/13

By:   
David Rabbitt, President  
Board of Directors

ATTEST:

Heuniss L. Ferguson 4. M. Allen  
Clerk of the Board of Directors



2013110047

FNT 4905124464  
RECORDING REQUESTED BY  
AND RETURN TO:

OFFICIAL RECORDS OF  
SONOMA COUNTY  
FIDELITY NAT'L TITLE CO. WILLIAM F ROUSSEAU  
11/15/2013 02:34 OFFDED  
RECORDING FEE: \$0.00  
PAID

4

DRS



Sonoma County Board of Supervisors  
575 Administration Drive  
Santa Rosa, Ca 95403

Free recording per Gov't Code Sec 27383

IRREVOCABLE OFFER OF DEDICATION  
(Trail Easement)  
(Government Code Section 7050)

Forestville Planning Association, a 501(c)(3) organization ("GRANTOR"), hereby grants and makes to the County of Sonoma, a political subdivision of the State of California ("GRANTEE"), an irrevocable offer of dedication of a public trail and trailhead easement ("the Easement"), for public recreation and non-motorized transportation uses, on that certain real properties located in the unincorporated area of Sonoma County, California, on Assessor's Parcel Numbers: 084-031-070 (no street address), 084-031-069 (6708 Highway 116), 083-080-001 (6990 Front Street) in Forestville, and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter "the Property"). The trail easement will begin at the terminus of the existing West County Trail and end at the intersection of Highway 116 and Mirabel Road. The precise width and location of the Easement is to be mutually agreed by GRANTOR and GRANTEE.

GRANTOR:

Max Broome, President  
Forestville Planning Association

11/14/13

Date

GRANTEE:

James Nantell, Deputy Director  
Sonoma County Regional Parks Department

11/14/13

Date

ATTACH NOTARIAL CERTIFICATE

**Exhibit A**

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

**PARCEL ONE:**

LOTS 1 AND 2, AS SHOWN UPON THAT CERTAIN PARCEL MAP NO. MNS 87-426 FILED FOR RECORD ON FEBRUARY 28, 1992 IN BOOK 491 OF MAPS AT PAGES 33 THROUGH 35, SONOMA COUNTY RECORDS & CORRECTED BY A CERTIFICATE OF CORRECTION RECORDED JULY 23, 1992 UNDER DOCUMENT NO. 1992-0089967, AND RECORDED FEBRUARY 19, 1993 UNDER DOCUMENT NO. 1993-0022349 SONOMA COUNTY RECORDS.

**PARCEL TWO:**

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DOSHEA E. HUTCHEON BY DEED RECORDED DECEMBER 6, 1948, UNDER SERIES NO. C-80448, SONOMA COUNTY RECORDS, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE LANDS OF THE PETALUMA AND SANTA ROSA RAILWAY COMPANY, SAID POINT BEING THE SOUTHEASTERLY CORNER OF SAID LANDS OF HUTCHEON; THENCE WESTERLY AND ALONG THE NORTHERLY LINE OF SAID LANDS OF THE PETALUMA AND SANTA ROSA RAILWAY COMPANY, A DISTANCE OF 115 FEET, MORE OR LESS TO THE EASTERLY LINE OF THE LANDS OF E.R. EVANS; THENCE NORTHERLY AND ALONG THE EASTERLY LINE OF THE LANDS OF EVANS, A DISTANCE OF 50 FEET; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF THE LANDS OF THE PETALUMA AND SANTA ROSA RAILWAY COMPANY, A DISTANCE OF 115 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE LANDS OF HUTCHEON; THENCE SOUTHERLY AND ALONG SAID EASTERLY LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

**PARCEL THREE:**

AN EASEMENT FOR ALL GENERAL RIGHT OF WAY PURPOSES, OVER AND ALONG A STRIP OF LAND 10 FEET IN WIDTH DESCRIBED AS BEGINNING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND HEREINABOVE DESCRIBED; THENCE NORTHERLY AND ALONG THE WESTERLY LINE OF THE LANDS OF HUTCHEON, A DISTANCE OF 122 FEET TO THE SOUTHERLY LINE OF A 16 FOOT ALLEY; THENCE EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID ALLEY, A DISTANCE OF 10 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF THE LANDS OF HUTCHEON, A DISTANCE OF 122 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE PARCEL OF LAND HEREINABOVE DESCRIBED; THENCE WESTERLY ALONG SAID LINE, 10 FEET TO THE POINT OF BEGINNING.

APN: APN 084-031-069 - AFFECTS PORTION OF LOT 1 OF PARCEL ONE  
APN 084-031-070 - AFFECTS LOT 2 OF PARCEL ONE  
APN 083-080-001 - AFFECTS PORTION OF LOT 1 OF PARCEL ONE  
APN 083-080-013 - AFFECTS PARCELS TWO AND THREE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of

Sonoma

On 11/14/13

Date

before me,

Craig Carlock Notary Public

Here Insert Name and Title of the Officer

personally appeared

James M. Nantell

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature:

C. Carlock

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

Number of Pages: \_\_\_\_\_

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

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

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

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

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

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

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

State of California )  
County of Sonoma )

On November 14, 2013 before me,  
Courtney Triola, Notary Public (here insert name and title of the officer),  
personally appeared Max Broome,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

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

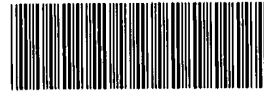
WITNESS my hand and official seal.

Signature  (Seal)



FNT 4905124464  
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



2013110044

OFFICIAL RECORDS OF  
SONOMA COUNTY

FIDELITY NAT'L TITLE CO. WILLIAM F ROUSSEAU  
11/15/2013 02:34 DCLRE  
RECORDING FEE: \$0.00  
PAID

14



Free Recording per Gov't Code Sec 6103

FOREVER FORESTVILLE  
RECREATION 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 Forestville Planning Association, a California 501(c)(3) non-profit corporation, its successors and assigns and those claiming under it ("the Owner") pursuant to Public Resources Code section 5540.6.

*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 "other open space projects include, but are not limited to, urban open space and recreation projects within and near incorporated areas and other urbanized areas of Sonoma County." In accordance with this category, the District provided a \$400,500 grant to Owner to assist in purchasing that certain real property in the unincorporated community of Forestville, commonly known as the Forever Forestville property ("the Property"). The Property is more

particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. In a companion transaction of even date, the Owner has conveyed a conservation easement ("the Conservation Easement") to the District limiting the use of the Property to natural resource preservation and public outdoor recreation consistent with identified conservation purposes. This Covenant complements the Conservation Easement by assuring the continued and perpetual public outdoor recreational use of the Property consistent with the Conservation Easement.

D. In a companion transaction of even date, the Owner has granted to the District and its assignees an irrevocable offer of dedication of a 25-year lease of the Property to secure the Owner's performance under this Covenant.

E. In a companion transaction of even date, the Owner has granted to the District and its assignees an irrevocable offer of dedication of a fee interest of the Property to secure the Owner's performance under this Covenant.

*Agreement*

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

1. *The Covenant.* The Owner hereby conveys to the District a recreation covenant ("Covenant") within the meaning of the Restatement Third, Property (Covenants) §1.6(1) and pursuant to the provisions 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 the Owner and its successors in interest as a public park and open space preserve, available to the public in perpetuity for public outdoor recreation consistent with the Conservation Easement.

*2. Obligation to Provide Public Outdoor Recreation and Resource Management;  
Excused Non-performance.*

A. The 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 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 September 18, 2015 and shall include, at a minimum, general availability of the Property on a daily basis for no less than six (6) hours for public walking and nature study, except for as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. Except as otherwise provided in Subparagraph 2.A, the Owner shall not engage in activities that impede public access to or to impede the public use of the Property for low-intensity outdoor public recreation and educational uses.

C. The Owner's use, operation and maintenance of the Property as a public park and open space preserve shall be consistent with any future plan for development, management, and/or restoration of the Property (Plan). Such Plan(s) may be amended or revised from time to time, provided that any such amendment or revision shall be subject to the District's approval, in accordance with the procedures and standards set forth in Section 5.1.6 (Plan) and Section 6.1 (Approval, Amendments, Revisions and Updates of Plan) of the Conservation Easement.

*3. Enforcement.*

A. In the event of an uncured breach by the Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for appropriate equitable relief; (2) institute a suit to recover damages; (3) accept the offer of dedication described in Paragraph 8; (4) accept the offer of dedication described in Paragraph 9; or (5) pursue any combination of the foregoing.

B. Prior to taking any of the actions set forth in Subparagraph 3.A, the District shall provide the 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 the Owner's obligations that is either mailed or otherwise delivered by the District to the 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 Subparagraph 3.A shall be available to the District immediately upon the 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 was given by the District, multiplied by the then-current annual interest rate for post judgment interest applicable to Owner, provided, however, that:

(i) No action for liquidated damages under this Paragraph 3.D shall be filed without the consent of the District's Board of Directors; and

(ii) In no case shall liquidated damages assessed under this Paragraph 3.D exceed two million dollars (\$2,000,000), as adjusted for inflation from the date of recordation of this Covenant, for any single breach.

The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's Notice, if and to the extent such cure is accepted by the District in writing.

E. The remedies set forth in this Paragraph 4 are in addition to and not intended to displace any other remedy available to the District 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 the Owner for any injury to or change in the Property resulting from causes beyond the Owner's control, including, but not limited to, wildfire, flood, storm, earth movement, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that the Owner has control, is designed and carried out in such a way as to further the purpose of this Covenant.

5. *Sales; Fee Transfers; Approval of Grantees.* No sale or transfer of the fee interest in the Property may occur without 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. The District's determination or consent shall not be unreasonably withheld. A failure to comply with these requirements is a material breach of this Covenant subject to remedies set forth in Paragraph 3.

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

7. *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.

8. *Irrevocable Offer of Dedication of Lease.* Pursuant to Public Resources Code section 5565.5, the Owner has, by a companion transaction of even date, granted to the District and its assignees an irrevocable offer of dedication of a 25-year lease of the Property ("Irrevocable Offer of Lease"). This Irrevocable Offer of Lease may only be accepted by the District or its assignees in the event of an uncured breach of the Owner's obligations under this Covenant. As the Irrevocable Offer of Lease is a remedy to enforce this Covenant in perpetuity, acceptance of the Irrevocable Offer of Lease by District or its assignee shall not preclude subsequent acceptance of the same Irrevocable Offer of Lease for any subsequent uncured breach of Owner's obligations under this Covenant.

9. *Irrevocable Offer of Dedication of Fee Interest.* Pursuant to Public Resources Code section 5565.5, the Owner has, by a companion transaction of even date, granted to the District and its assignees an irrevocable offer of dedication of the fee interest in the Property ("Irrevocable Offer of Fee"). This Irrevocable Offer of Fee may only be accepted by the District or its assignees in the event of an uncured breach of the Owner's obligations under this Covenant.

10. *Leases.* All leases or other transfers of a possessory interest in the Property shall be in writing, shall acknowledge this Covenant and the Conservation Easement, and shall terminate no later than the date the District accepts either of the Offers of Dedication described in Paragraph 8 and Paragraph 9 of this Covenant (jointly, the "Irrevocable Offers"), unless the District elects to permit any such interest to survive its acceptance and the party owning such interest subordinates and attorns to District as required by this Paragraph 10. All instruments granting any lease or other real property interest in the Property to third-parties shall disclose to the grantee the District's power to accept the Irrevocable Offer of Lease and Irrevocable Offer of

Fee. A failure to comply with any of the foregoing requirements is a material breach of this Covenant subject to the remedies set forth in Paragraph 3. Any interest so created by Owner and all of the grantee's rights thereunder shall be and shall at all times remain subject, subordinate, and inferior to the District's rights under the Irrevocable Offers. In the event District exercises its power of acceptance under either of the Irrevocable Offers, each grantee shall attorn to and recognize the District as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Owner's grant, provided District elects to permit the grant to survive its acceptance of either of the Irrevocable Offers. Owner's power to create such estates is limited by and subordinate to the Irrevocable Offers herein granted and, as such, District may terminate any or all interests so created upon its acceptance of either Irrevocable Offer.

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


12. *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 an irrevocable offer 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.

13. *Effective Date.* This Covenant shall be effective upon its recordation and acceptance by the District in accordance with Government Code section 27281.

[THIS SPACE LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, OWNER and DISTRICT have executed this Easement this 18<sup>th</sup>  
— day of October, 2013.

OWNER:

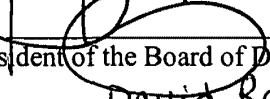
By:   
Board President Max Broome

~~ATTEST:~~

~~\_\_\_\_\_  
Clerk of the Board~~

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By:   
President of the Board of Directors  
David Rabbitt

ATTEST:

Veronica L. Ferguon by M. Orellana  
Clerk of the Board of Directors

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

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On 10/23/13 before me, Sandra L. Faus, Notary Public,  
(Here insert name and title of the officer)

personally appeared David Rabbitt,

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

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

WITNESS my hand and official seal.

Sandra L. Faus  
Signature of Notary Public



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

So Co Ag Preservation & Open Sp  
(Title or description of attached document)

& Forestville Planning Assoc.  
(Title or description of attached document continued)

Number of Pages 9 Document Date 10/22/13  
Recreation Covenant  
(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
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☒ Other President

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- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Exhibit 5  
Page 11 of 14

State of California )  
County of Sonoma )

On November 13, 2013 before me,  
Courtney Triola, Notary Public (here insert name and title of the officer),  
personally appeared Max Broome,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

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

WITNESS my hand and official seal.

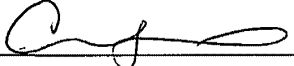
Signature  (Seal)



Exhibit A  
LEGAL DESCRIPTION  
CONSERVATION EASEMENT

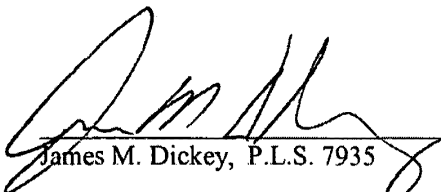
Lying within Rancho El Molino, County of Sonoma, State of California and being a portion of Lot 1 and Lot 2 as shown on Parcel Map Number MNS87-426 recorded in Book 491 at pages 33 through 35, Sonoma County Records, said portion more particularly described as follows:

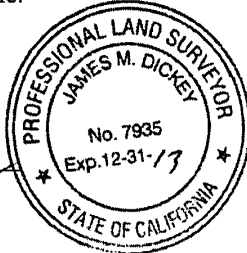
BEGINNING at the northeast corner of said Lot 1 being marked by a rivet and brass tag marked "LS 4760"; thence along the northerly boundary of said Lot 1 North 89°21'46" West, 250.00 feet to a 1/2 inch iron pipe tagged "LS 7395"; thence leaving said northerly boundary South 00°59'44" East, 250.00 feet to a 1/2 inch iron pipe tagged "LS 7395"; thence South 55°37'42" East, 46.81 feet to the northwesterly corner of said Lot 2 being marked by 1/2 inch iron pipe tagged "LS 7395"; thence along the westerly boundary of said Lot 2 South 13°51'40" West, 350.02 feet to a point on the northeasterly boundary of a 60.00 foot roadway and public utility easement as shown on said Parcel Map Number MNS87-426 said point being marked by 1/2 inch iron pipe tagged "LS 7395"; thence along said northeasterly boundary South 59°45'59" East, 388.02 feet; thence continuing along said northeasterly boundary along a curve to the left with a radius of 550.00 feet through a central angle of 9°35'54" for a length of 92.14 feet to the easterly boundary of said Lot 2; thence along said easterly boundary North 33°25'00" West, 265.65 feet; thence continuing along said easterly boundary North 71°46'44" East, 20.52 feet; thence continuing along said easterly boundary North 00°59'43" West, 319.44 feet; thence continuing along said easterly boundary South 89°59'43" East, 10.09 feet; thence continuing along said easterly boundary and the extension thereof North 00°59'43" West, 300.84 feet to the POINT OF BEGINNING.

Containing 4.25 acres more or less

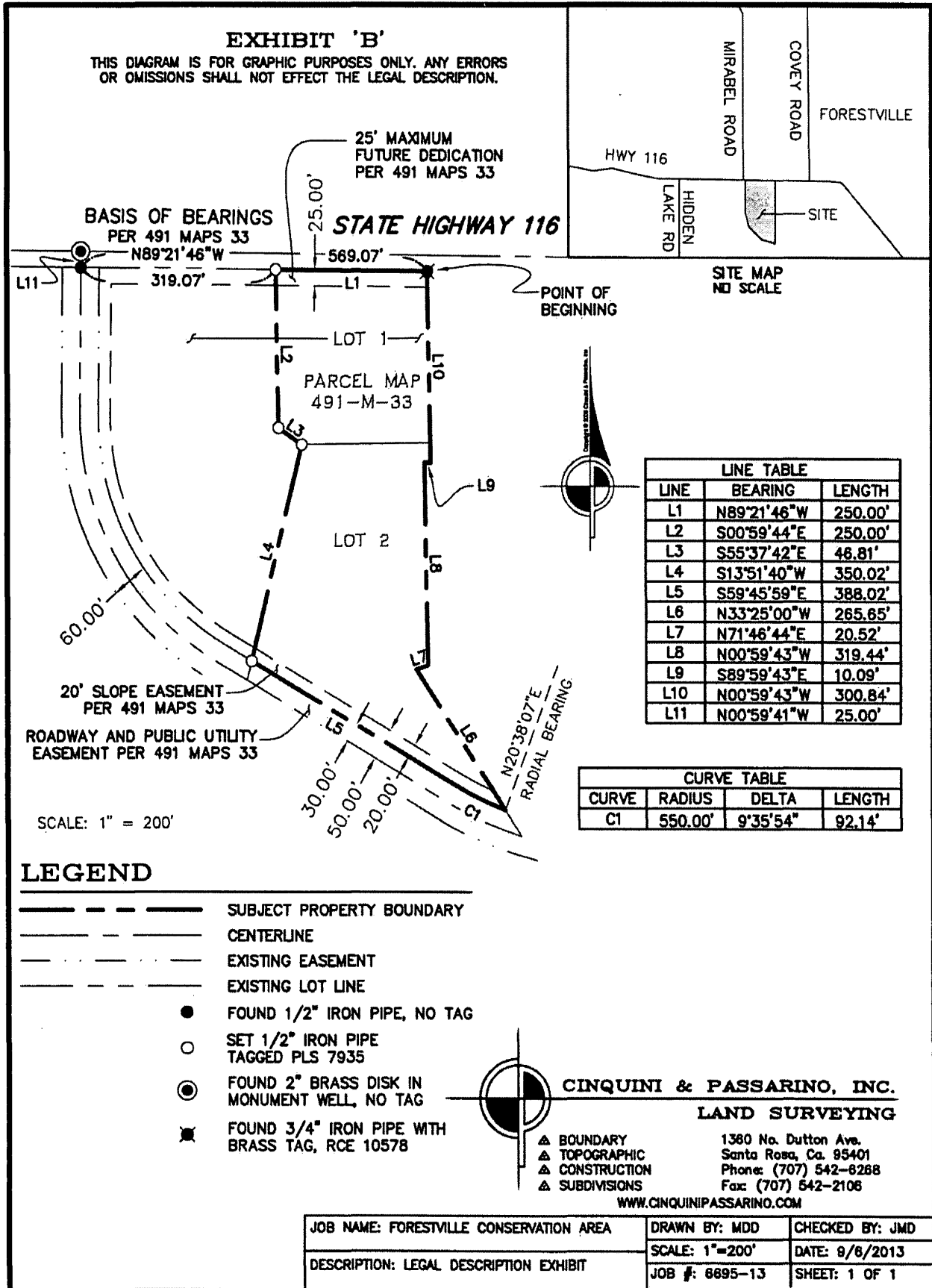
For graphical depiction see attached Exhibit "B"

Prepared by Cinquini & Passarino, Inc.

  
James M. Dickey, P.L.S. 7935



Date 10/18/2013



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

This is to certify that the interest in real property conveyed by the Recreation Covenant dated Oct 18, 2013 from the Forestville Planning Association, a non-profit corporation, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. 13-0425 of the Board of Directors, dated Oct 22, 2013 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and  
Open Space District

Dated: 10/22/13

By:   
David Rabbitt, President  
Board of Directors

ATTEST:

Veronica A. Ferguson by M. Guilleno  
Clerk of the Board of Directors



## Forever Forestville Conservation Easement

### Proposed Amendment To Building Envelope



**AG +  
OPEN  
SPACE**  
SONOMA COUNTY

Map Date: 12/5/2022  
Sources: Pictometry International & Sonoma County, Spring 2018 (aerial); Sonoma County GIS (roads). This map displays GIS data for illustrative purposes only and is not intended to depict definitive property boundaries or feature locations.



- Add to Building Envelope
- Remove from Building Envelope
- Existing Building Envelope
- Other District Holding
- Easement Boundary

ABBREVIATIONS

AB	AGGREGATE BASE ARCHITECT (URAL)	HP	HIGH POINT
ARCH		INV	PIPE INVERT
BLDG	BUILDING	LF	LINEAR FOOT
BLK	BACK OF SIDEWALK	ME	MATCH EXISTING
BS	BOTTOM OF WALL	MAX	MAXIMUM
BW		MIN	MINIMUM
CL	CENTERLINE	OC	ON CENTER (S)
CLR	CLEAR (ANCE)	PL	PROPERTY LINE
CO	CLEANOUT	PUE	PUBLIC UTILITY EASEMENT
CONC	CONCRETE	PVC	POLYVINYL CHLORIDE
CONT	CONTINUOUS OR CONTINUE	S	SLOPE
CY	CUBIC YARD	SCH	SCHEDULE
DL	DRAINLINE	SF	SQUARE FEET
DG	DECOMPOSED GRANITE	SHT	SHEET
DI	DROP INLET	SS	SANITARY SEWER
DIM	DIMENSION	STD	STANDARD
DS	DOWNSPOUT	TC	TOP OF CURB
DWG	DRAWING	TG	TOP OF GRATE
EL	ELEVATION	TW	TOP OF WALL
ESMT	EASEMENT	TYP	TYPICAL
(E)	EXISTING	UON	UNLESS OTHERWISE NOTED
EG	EXISTING GRADE		
FF	FINISHED FLOOR		
FG	FINISHED GRADE		
FL	FLOW LINE		
FT	FOOT		

PROPOSED PARKING CALCULATIONS

1 ADA VAN SPACE  
16 STANDARD PARKING STALLS  
24 BIKE PARKING SPACES

APN: 083-270-001 LOT CALCULATIONS

AREA OF LOT: 1.43 ACRES  
AREA OF IMPERVIOUS COVERAGE: 13,134 SQUARE FEET (0.30 ACRE)  
PERCENTAGE OF IMPERVIOUS COVERAGE: 21.1%  
DISTURBED AREA: 20,130 SQUARE FEET (0.46 ACRE)

APN: 083-270-002 LOT CALCULATIONS

AREA OF LOT: 2.83 ACRES  
AREA OF IMPERVIOUS COVERAGE: 537 SQUARE FEET (0.01 ACRE)  
PERCENTAGE OF IMPERVIOUS COVERAGE: 0.4%  
DISTURBED AREA: 4286 SQUARE FEET (0.10 ACRE)

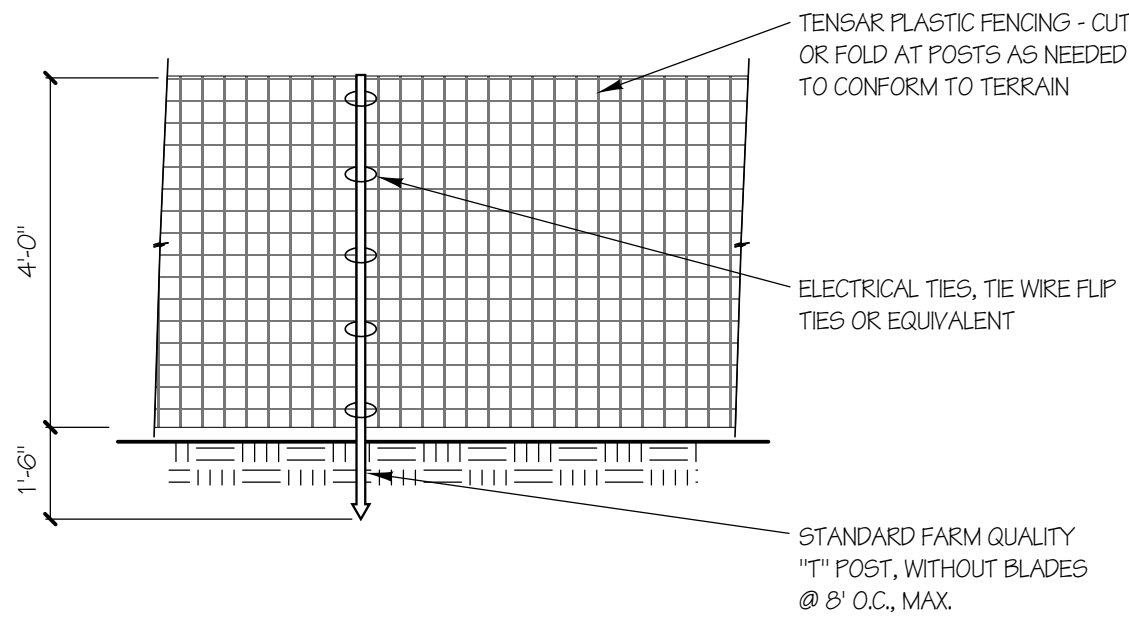
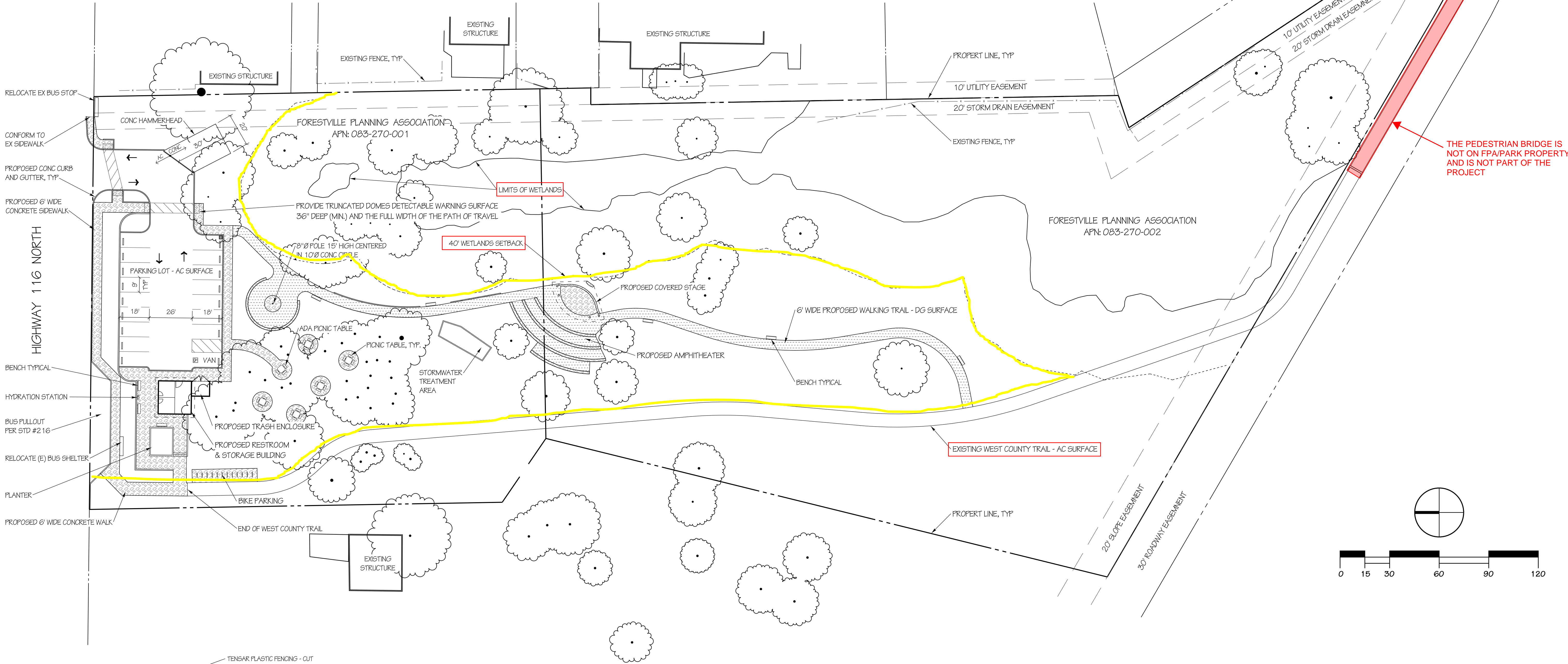
SITE FURNITURE DATA:

BIKE PARKING RACK SHALL BE ULINE SINGLE LOOP MODEL H-2892 BLACK IN COLOR, OR APPROVED EQUAL  
HYDRATION STATION SHALL BE ELKAY OUTDOOR E2H20, OR APPROVED EQUAL

PICNIC TABLE SHALL BE ULINE 46" SQUARE MODEL H-7591 BLACK IN COLOR, OR APPROVED EQUAL  
BENCH SHALL BE ULINE MODEL H-7969 BLACK IN COLOR, OR APPROVED EQUAL

LEGEND

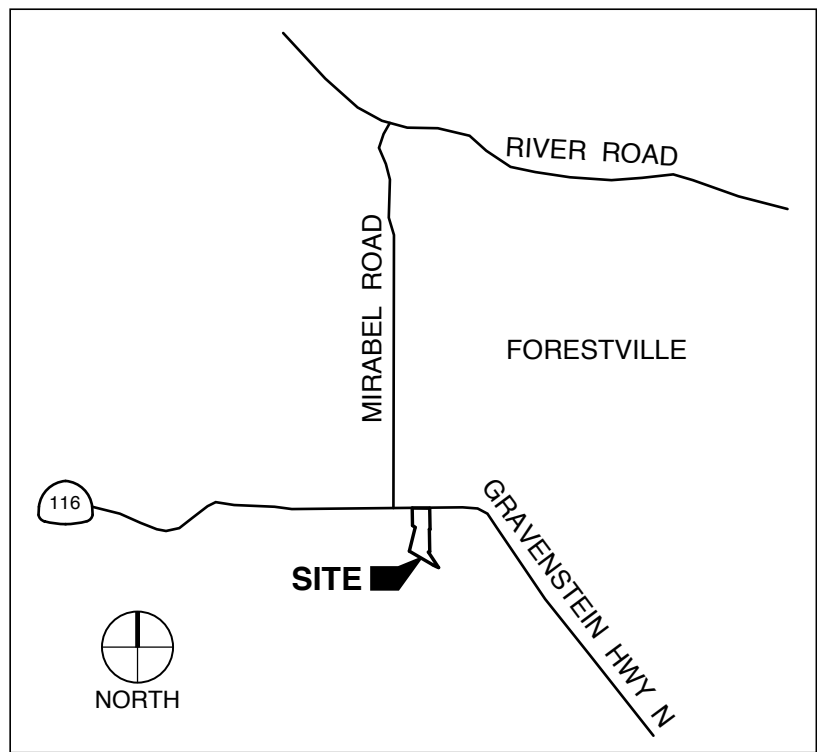
EXISTING TREE TO REMAIN



NOTE:  
1. TREE PROTECTION FENCING SHALL BE A MINIMUM OF 4' IN HEIGHT AT ALL LOCATIONS, AND SHALL FORM A CONTINUOUS BARRIER WITHOUT ENTRY POINTS AROUND ALL INDIVIDUAL TREES, OR GROUPS OF TREES. FENCING SHALL SERVE AS A BARRIER TO PREVENT ENCRoACHMENT OF ANY TYPE OF CONSTRUCTION ACTIVITIES, EQUIPMENT, MATERIALS STORAGE, OR PERSONNEL.

TREE PROTECTION NOTES:

1. SEE ARBORIST'S REPORT PREPARED BY BALCERAK DESIGN, DATED MARCH 20, 2020 FOR ADDITIONAL INFORMATION. NO TREES ARE PROPOSED TO BE REMOVED.
2. THE TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO STARTING ANY CONSTRUCTION ACTIVITY. THE FENCE LOCATION SHALL DEPEND ON THE EXTENT OF WORK FOR PHASE 1. THE FENCE SHALL BE APPROVED BY THE PROJECT ARBORIST PRIOR TO STARTING ANY CONSTRUCTION.
3. THE TREE PROTECTION FENCE SHALL NOT BE ALTERED WITHOUT WRITTEN APPROVAL FROM THE PROJECT ARBORIST.
4. NO PRUNING OF THE EXISTING TREES IS ANTICIPATED FOR THE CONSTRUCTION OF THIS PROJECT. SHOULD PRUNING BE REQUIRED THE PROJECT ARBORIST SHALL BE NOTIFIED FOR APPROVAL PRIOR TO PERFORMING ANY PRUNING.
5. NOTIFY PROJECT ARBORIST IN ANY CASE WHERE CONTRACTOR FEELS GRADING OR OTHER CONSTRUCTION CALLED FOR BY CONTRACT DOCUMENTS MAY DAMAGE EXISTING TREES THAT ARE TO REMAIN.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INFORMING ALL SUBCONTRACTORS AND INDIVIDUALS WHO WILL BE WORKING ON SITE OF THE TREE PROTECTION REQUIREMENTS AND CONDITIONS OF APPROVAL FOR THE PROJECT.



VICINITY MAP  
NOT TO SCALE

SHEET INDEX

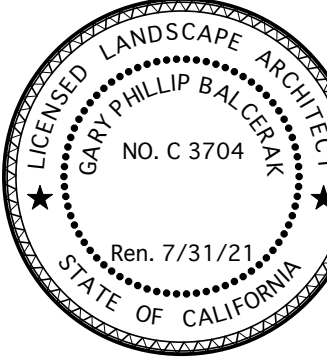
- SP1.0 SITE PLAN
- C1.0 PRELIMINARY GRADING & DRAINAGE PLAN
- L1.0 PLANTING PLAN
- L2.0 PLANT LEGEND AND MAWA CALCULATIONS
- A-1 PHOTOSHOP RENDERINGS
- A-2 BUILDING PLANS AND ELEVATIONS
- A-3 PARTIAL SITE PLAN

PROJECT TEAM

OWNER  
FORESTVILLE PLANNING ASSOCIATION  
PRESIDENT: MICHAEL CUOIO  
6300 ANDERSON ROAD  
FORESTVILLE, CA 95436  
mcuoio@gmail.com  
PROJECT MANAGER  
BONOS LAND PLANNING  
DINO BONOS  
822 COLLEGE AVENUE, SUITE D  
SANTA ROSA, CA 95404  
bonoslandplan@att.net  
CIVIL / LANDSCAPE ARCHITECTURE / ARBORIST  
BALCERAK DESIGN  
GARY BALCERAK  
608 BEAVER STREET  
SANTA ROSA, CA 95404  
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ARCHITECTURAL DESIGN  
KEN SMITH  
6636 1ST STREET  
FORESTVILLE, CA 95436  
kensmith@sonic.net

This is an original unpublished work and may not be copied or otherwise used without written consent of BALCERAK DESIGN

**BALCERAK DESIGN**  
LANDSCAPE ARCHITECTURE • URBAN FORESTRY  
608 Beaver Street Santa Rosa, CA 95404  
email: balcerak@sonic.net  
Phone (707) 573-8234



SITE PLAN

FORESTVILLE DOWNTOWN OAKS  
6710 & 6720 HIGHWAY 116 NORTH  
APN: 083-270-001 & 083-270-002  
FORESTVILLE, CALIFORNIA

Date	No.	Revision

Date: 12/11/20  
Scale: 1" = 30'-0"  
Drawn: GFB  
Job: 1907  
Sheet  
**SP1.0**  
Of Sheets



**AG + OPEN SPACE**  
SONOMA COUNTY

VIA EMAIL

January 25, 2023

Lucy Hardcastle  
President, Forestville Planning Association  
PO Box 184  
Forestville, CA 95436

**Subject: Forever Forestville Conservation Easement, Approval of Revised Park Development Plan**

Dear Ms. Hardcastle:

This letter is in response to a revised park development plan ("Revised Plan") the Sonoma County Agricultural Preservation and Open Space District ("District") received on October 25, 2022, from Jeff Blechel on behalf of the Forestville Planning Association ("FPA"), for the Forever Forestville property ("Property"), over which the District holds a Conservation Easement ("Easement"). Mr. Blechel provided final engineered plans dated December 11, 2020 and July 18, 2022, titled 'Forestville Downtown Oaks – Site Plan' and 'Revised Site Plan Exhibit (Alt1)', respectively.

The District approved FPA's original park development plan ("Original Plan"), with certain conditions, on April 25, 2017. Additionally, the District approved plans for a section of the West County Trail on the Property on June 4, 2019. FPA submitted this Revised Plan due to its discovery of jurisdictional wetlands within the Building Envelope during the Permit Sonoma approval process. In March 2020, FPA submitted an amendment request to reconfigure the Building Envelope to avoid the wetlands. We are currently preparing to favorably recommend an amendment to our Fiscal Oversight Commission and Board of Directors.

The Revised Plan relocates several features previously approved in the Original Plan outside of the wetland area. The relocated features include a parking lot, restroom, covered stage, amphitheater, picnic tables, benches, paths, storage shed, trash enclosure, and stormwater treatment area. Other features in the Revised Plan include a bike parking area, gathering spot, hydration station, bus stop, bus shelter, signage, lighting, and landscaping. The Revised Plan removes multiple features included in the Original Plan, including a kiosk, assembly structure, deck, gazebo, and water feature. All of the structures and improvements shown on the Revised Plan are located within the existing Building Envelope except for the stage, a portion of the amphitheater, and some of the paths.

Regarding the Revised Plan, Easement Part Two (Reserved and Restricted Rights), §5.1.6 (Plan) provides for the following:

## Exhibit 8

*Ms. Lucy Hardcastle*

*January 25, 2023*

*Page 2*

“GRANTOR intends, with public input, to develop and implement a plan for the permitted development, management and/or restoration of the Property ("Plan"). The Plan and future updates and amendments will be subject to review and approval by DISTRICT in accordance with Section 6.1 of the Easement. The Plan shall not be implemented on the Property until it has been approved by DISTRICT. DISTRICT's review and approval of the Plan shall be based on the Plan's consistency with the terms, conditions and Conservation Purpose of this Easement.”

Specifically regarding recreational structures and improvements, Easement §5.4.3 (Structures and Improvements for Recreational and Educational Use) provides for the following:

“5.4.3.1 Within the Building Envelope designated on the Baseline Site Map, GRANTOR may construct or place improvements associated with permitted outdoor recreational and educational uses on the Property, including, but not limited to: benches, drinking fountains, picnic tables, refuse and recycling containers and other similar minor improvements without any notice to or approval from DISTRICT [and] paved or permeable trails and pathways, plaza, fountain, restrooms, lighting, public art, gazebo, amphitheater, stage, play structures, and other similar improvements with prior written notice to DISTRICT [and] building(s) not to cumulatively exceed 3,000 square feet in size to be used in association with permitted recreational and educational uses... with prior written notice to DISTRICT. No such building shall exceed 20 feet in height.”

Additionally, Easement §5.4.3 further states:

“5.4.3.2 Outside the Building Envelope designated on the Baseline Site Map, GRANTOR may construct or place trails, benches and educational signage associated with permitted outdoor recreational and educational uses with prior written approval by DISTRICT.”

As shown in the Revised Plan and provided by Mr. Blechel, there are approximately 522 square feet of enclosed structures planned for construction on APN 083-270-001 and no enclosed structures planned on APN 083-270-002. Please note that the total area of enclosed structures (those with solid walls and roofs) allowed by the Easement is 3,000 square feet. Of the cumulative total, up to 2,500 square feet may be located on APN 083-270-001 (formerly APN 083-080-001) and up to 500 square feet may be located on APN 083-270-002 (formerly APN 084-031-070) (Easement §5.4 Structures and Improvements).

Regarding the proposed parking area, Easement §5.4.4 (Public Parking and Roads) states:

“Subject to prior written approval of DISTRICT, GRANTOR may construct a new uncovered public parking area associated with the West County Trail within the Building Envelope designated on the Baseline Site Map, and reconstruct or expand the existing uncovered parking area within the Building Envelope designated on the Baseline Site Map.”

We understand that all of the proposed structures and improvements are intended to serve onsite public recreational uses.

## Exhibit 8

*Ms. Lucy Hardcastle*

*January 25, 2023*

*Page 3*

Based on discussions during a site visit with you and your arborist on September 14, 2022, we understand that no oak trees are planned for removal except for one potential hazard tree near the parking area. Additionally, as discussed during the site visit and in follow-up correspondence, we understand FPA has taken steps to rehabilitate the unauthorized informal trail in the southern portion of the property (originally documented in the 2015 monitoring report).

Based on District staff's review of the Revised Plan and the Easement, we have determined that the Revised Plan is consistent with the Easement and hereby approve its implementation, subject to the following conditions:

- 1) FPA cannot construct the stage and amphitheater until the District's Board of Directors approves the proposed amendment to realign the Building Envelope.
- 2) FPA's park developments must not interfere with the County's continued operation of the West County Trail.
- 3) FPA must provide specific design plans and obtain additional District approval prior to installing any signs outside the Building Envelope.
- 4) FPA must obtain additional District approval prior to removing any trees, except for the one potential hazard tree leaning over the parking area as noted above, which FPA may remove.
- 5) All lighting must be designed and installed in a manner to prevent nocturnal illumination of the area outside the Building Envelope and, to the extent feasible, the upper canopies of the oaks in the Building Envelope.

We thank FPA for redesigning its plan to avoid the unexpected jurisdictional wetlands and protect additional trees, and for taking steps to rehabilitate the unauthorized informal trail on the Property.

Please note that this approval constitutes a determination of contractual compliance with the Easement only and does not constitute regulatory approval, if any is required. Thank you for your continued cooperation. If you have any questions, please contact Kelsey Setliff, Stewardship Specialist, at the District office.

Sincerely,



Sheri J. Emerson

*Stewardship Manager*

c: Jeff Blechel, Forestville Planning Association  
Jacob Newell, District Stewardship Supervisor  
Catherine Iantosca, District Senior Stewardship Specialist  
Kelsey Setliff, District Stewardship Specialist

Conservation Easement Project Name	Acreage (approx)	Sup. District	<div>Project Evaluation</div> <div>Initiating Project</div> <div>Due Dilligence</div> <div>Project Structure</div> <div>CE Negotiations</div> <div>Appraisal Process</div> <div>FOC</div> <div>BOD</div> <div>Escrow/Closing</div>										Comments
			Step 1	Step 2				Step 3			Step 4		
Abril Ranch	1,929	4										Stalled due to federal mineral rights ownership	
Armstrong Redwoods State Natural Reserve - Ayers Addition	320	5										Appraisal phase - seeking appraiser	
Baumert Springs	372	5										Appraisal underway - anticipated by Feb 3	
Big Sulphur Creek (Krasilsa)	507	4										Initiating Project	
Chanslor Ranch	378	5					+	+				Due Diligence	
Correia	146	2										Initiating project	
Crawford Gulch	92	5										Project Structure - development	
Deniz Ernest & Beverly Trust	217	2										Project Structure - development	
Deniz Family Farm	355	2										Project Structure - development	
Denner Ranches	489	5										Appraisal under review	
Diamond W Ranch	849	2										Project Structure - CE drafting	
Gillis Ranch Preserve	139	2										Negotiating CE - Internal Review; formerly called Riebli Family Dairy	
Healdsburg Ridge Open Space Preserve - South Expansion	149	4										Appraisal complete and reviewed	
Hood Mountain Regional Park & Open Space Preserve - Salt Creek Addition	989	1	+	+	+							Includes the Weeks Ranch North CE and 101-acre adjacent property	
Lafranchi (Laguna)	127	5										Appraisal phase - seeking appraiser	
Limping Turkey Ranch	158	2										Initiating project	
Lobban – Creekside Addition	3	1					+					Appraisal underway	
Lobban – Mark West Creek	266	1										Appraisal update under review	
Mark West Wikiup Preserve	31	4										Appraisal phase	
McClelland Dairy	348	2										Project Structure - CE drafting, SALCP Funding secured	
McCormick Ranch - Regional Parks	253	1										Appraisal phase	
Miguel-Tocci	489	5										Initiating project	
Preston Farm	133	4										Project Structure - CE Drafting	

[illegible]

+ indicates change in phase since last update (12/8/2022)

			<div><div>Project Evaluation</div><div>Initiating Project</div><div>Due Dilligence</div><div>Project Structure</div><div>CE Negotia-tions</div><div>Appraisal Process</div><div>FOC</div><div>BOD</div><div>Escrow/ Closing</div><div>Implementation + Tracking Match</div></div>										
Matching Grant Project Name	Acreage (approx)	Sup. District	Step 1	Step 2				Step 3			Step 4	Step 5	Comments
A Place to Play	87	5											Initiating project
AmeriCorps Trail	12	5											Implementation - CE/RC will be recorded following trail construction.
Badger Park	20	4											On hold at applicant's request
Bayer Farm Development ***	6**	3			N/A	N/A	N/A	N/A	N/A	N/A	N/A		Reimbursement ongoing; Grant extended
Bodega Bay Trail	178	5											Initiating project
Colgan Creek Phase 3 MG***	7**	3			N/A	N/A	N/A	N/A	N/A	N/A	N/A		Restoration work complete
Colgan Creek Phase 4 MG	4	3	+	+									Accepted into program during 2022 MGP funding cycle
Crane Creek Regional Trail	75	1											Negotiating CE, Rec Covenant
Denman Reach	2	2											Negotiating CE
Falletti Ranch	4	2											Tracking match
Forever Forestville***	4	5											Tracking match
Graton Green	1	5											Completed
Healdsburg Montage Park	36	4											Initiating project
Helen Putnam Regional Park Extension	56	2											Initiating project
Helen Putnam Regional Park Extension Phase 2	47	2	+	+									Accepted into program during 2022 MGP funding cycle
Keiser Park Expansion 2	2	4											Project Structure - development
Maxwell Farms	79	1											Drafting Documents
Paula Lane Open Space Preserve	11	2											Tracking match
Petaluma River Park	20	2											Letter of intent in negotiation
River Lane***	1	5											Finalizing docs; Grant extended to 10/25/24 - ON HOLD
Roseland Creek Community Park - Phase 1c	3	3											Negotiating CE, Rec Covenant
SMART Pathway - Payran to Southpoint	14	2											Negotiating CE, Rec Covenant
Southeast Santa Rosa Greenway***	61	1											Initiating project; extended to 10/25/24
Steamer Landing Park Development (McNear Peninsula)	27**	2											Initiating project
Taylor Mountain Regional Park & Open Space Preserve - Cooper Creek Addition	54	3											Closed 4/1/20. Tracking match
Tierra de Rosas***	1	3											Drafting documents
Total Acres	778												

\* District approved a 2-year extension

\*\* Restoration/Development Project on previous acquisition.

\*\*\* District approved 5-year extension (MGP 2 year, fire 3 year)

+ indicates change in phase since last update (12/8/2022)

		<div>Project Evaluation</div> <div>Initiating Project</div> <div>Due Dilligence</div> <div>Project Structure</div> <div>CE Negotiations + Transfer Agreement</div> <div>Appraisal Process</div> <div>FOC</div> <div>BOD</div> <div>Escrow/ Closing</div>											
Transfer Project Name	Acreage (approx)	Sup. District	Transaction Type	Step 1	Step 2				Step 3			Step 4	Comments
Saddle Mountain Open Space Preserve	960	1	Transfer										Initiating project
Tierra Vegetables	15	4	Resale										CE and Covenant negotiation
Young-Armos	56	5	Transfer/Sale										Initiating project
Total Acres	1,031												