



SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION
COMMISSIONERS

Mike Sangiacomo
Todd Mendoza
Patrick Emery

Brian Ling
Jorge Inocencio
Jeff Owen

REGULAR MEETING AGENDA

July 2, 2026 | 5:00 p.m.

MEMBERS OF THE PUBLIC MAY PARTICIPATE VIA ZOOM OR IN PERSON

The July 2, 2026 Fiscal Oversight Commission Meeting will be conducted in person at Ag + Open Space's office located at 747 Mendocino Avenue, Santa Rosa, CA. The public may also participate virtually through Zoom.

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

1. JOIN THE ZOOM MEETING

On your computer, tablet or smartphone by clicking

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

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

Call-in and listen to the meeting: Dial (669) 900-9128 Enter meeting ID: 918 8425 0504

2. ATTEND IN PERSON:

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

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

Disability Accommodation: If you have a disability which requires an accommodation or an alternative format to assist you in observing and submitting comments at this meeting, please contact Sara Ortiz by phone at (707) 565-7360 or by email to AOS-adminaide@sonoma-county.org by 12 p.m. Wednesday, July 1, 2026 to ensure arrangements for accommodation.

1. Call to Order

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

3. General Announcements Not Requiring Deliberation or Decision

4. Public Comment

The Brown Act requires that time be set aside for public comment on items not agendized.

5. Correspondence/ Communications

6. General Manager's Report

Misti Arias | General Manager

7. Approval of Commission Minutes Attachment 1

8. Ad Hoc Committee Reports

Annual Report/Audit Report Review (Owen, Sangiacomo)

Appraisal (Owen, Mendoza)

Matching Grant Program Application Evaluation (Emery, Inocencio)

Public Access Audit (Inocencio, Ling)

9. Geyserville Community Plaza Attachment 2

Jennifer Kuszmar | Acquisition Manager

10. Update on Acquisition projects for FY25/26

Jennifer Kuszmar | Acquisition Manager

11. Projects in Negotiation Attachment 3

Jennifer Kuszmar | Acquisition Manager

12. Suggested Next Meeting

August 6, 2026

13. Adjournment

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on Ag + Open Space's website at 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 9:00 a.m. and 4:00 p.m., Monday through Friday, at 747 Mendocino Avenue, Santa Rosa, CA.

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





SONOMA COUNTY OPEN SPACE FISCAL OVERSIGHT COMMISSION
COMMISSIONERS

Mike Sangiacomo
Todd Mendoza
Brian Ling

Patrick Emery
Jorge Inocencio
Jeff Owen

UNAPPROVED MINUTES

June 4, 2026 | 5:00 pm

COMMISSIONERS PRESENT: Mike Sangiacomo, Brain Ling, Jeff Owen, Jorge Inocencio, Patrick Emery

STAFF PRESENT: Misti Arias, General Manager; Lisa Pheatt, County Counsel; Pierre Ratte, Acquisition Specialist; Stephanie Tavares, Senior Acquisition Specialist; Jennifer Kuszmar, Acquisition Manager; Julie Mefferd, Administrative and Fiscal Services Manager; Sara Ortiz, Fiscal Oversight Commission Clerk.

PUBLIC PRESENT: Duane Dewitt

1. Call to Order

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

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

Sara Ortiz asked to discuss Agenda item 14. Suggested Next Meeting next in the agenda, instead of after closed session.

3. Suggested Next Meeting

Commissioners confirmed a quorum for the next meeting July 2, 2026.

4. General Announcements Not Requiring Deliberation or Decision

None.

5. Public Comment

Duane Dewitt gave public comment regarding the Roseland Creek Community Park.

6. Correspondence/Communications

None.

7. General Manager's Report

- There has been a Request for Proposals for investment services for the Stewardship Reserve (Ag + Open Space Endowment). The contract will go to the Board of Directors in August 2026.
- Community Resources Update: Staff is attending community events including Ag Days, Sonoma County Pride, fundraiser at Graton Town Square, and a fundraiser for Community Alliance with Family Farmers (CAFF)
- Soda Springs Ranch Open Space Preserve is opening to the public June 6, 2026
- The Board of Directors approved the Stewardship Assistance Grant Contracts with Sonoma Resource Conservation District and Gold Ridge Resource Conservation District to oversee the Grant Program

8. Approval of Commission Minutes

On a motion from Commissioner Owen and a second by Commissioner Inocencio, the minutes from the May 6, 2026 meeting were approved.

9. Financial Report

Julie Mefferd gave the financial report.

10. Ad Hoc Committee Reports

Commissioner Inocencio reported that the Public Access Audit committee met and the Committee findings will be agendized for a later meeting.

11. Tom Schopflin Fields Phase 2 Community Spaces Matching Grant Project

On a motion by Commissioner Emery and second by Commissioner Owen the Commission adopted Resolution No. 2026-005.

Resolution Of The Board Of Commissioners Of The Sonoma County Open Space Fiscal Oversight Commission Determining That The District Is Not Paying More, Or Receiving Less, Than Fair Market Value For The Recreation Covenant To Be Acquired By The District As A Condition Of Matching Grant Funding To Be Provided To Atletico Santa Rosa For The Tom Schopflin Fields Project

12. Tierra de Rosas Community Spaces Matching Grant Project

Duane Dewitt gave public comment.

On a motion by Commissioner Inocencio and second by Commissioner Sangiacomo the Commission adopted Resolution No. 2026-006.

Resolution Of The Board Of Commissioners Of The Sonoma County Agricultural Preservation And Open Space Fiscal Oversight Commission Determining That The District Is Not Paying More, Or Receiving Less, Than Fair Market Value For The Conservation Easement And Recreation Covenant To Be Acquired By The District As A Condition Of Matching Grant Funding To Be Provided To The Sonoma County Community Development Commission For The Tierra De Rosas Public Plaza Project.

13. Adjourn to Closed Session (Real Property Negotiations - Government Code Section 54956.8)

The Commission entered into Closed Session at 6:15 pm.

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

The commission reconvened to Open Session at 6:46 pm.

On a motion by Commissioner Mendoza and second by Commissioner Owen the Commission adopted Resolution No. 2026-007.

Resolution Of The Board Of Commissioners Of The Sonoma County Open Space Fiscal Oversight Commission Determining That The Acquisition Price For The Purchase Of The Diamond W Ranch Conservation Easement And Agricultural Conservation Covenant By The Sonoma County Agricultural Preservation And Open Space District Does Not Exceed Fair Market Value

15. Adjournment

The meeting was adjourned at 6:48 pm.

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ATTACHMENT 1

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Commission/Committee after distribution of the agenda packet are available for public inspection at the District office at 747 Mendocino Avenue, Santa Rosa, CA during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact Julie Mefferd at 707-565-7368, as soon as possible to ensure arrangements for accommodation.

ATTACHMENT 2

GEYSERVILLE COMMUNITY PLAZA - COMMUNITY SPACES MATCHING GRANT PROGRAM

Background/Project Overview

The Geyserville Community Plaza project is a Community Spaces Matching Grant Program (“CSMGP”) project, which will provide a \$1,000,000 grant towards the improvements needed to develop and open the Geyserville Community Plaza, including essential infrastructure, landscaping, pathways, a community gathering area, and recreational improvements.

Sonoma County Public Infrastructure (PI), who manage this county held property, in partnership with the Geyserville Alexander Valley Municipal Advisory Committee (GAV MAC), submitted the Geyserville Community Plaza application for the 2022 round 2 Community Spaces Community Spaces funding cycle. The application was accepted by Ag + Open Space’s Board of Directors on August 22, 2023 for a \$1,000,000 improvement grant.

The Geyserville Community Plaza project will provide the unincorporated town of Geyserville with the town’s first and only public park; a much-needed and requested outdoor recreation area for its residents, as well as a venue for community-based events (the Project). The planned Plaza will connect the town with the developing SMART and Great Redwood Trails, and provide a visual scenic open space entrance to the town commerce. As a portion of the property is currently operating as a County transit friendly Park and Ride facility, the open space area and improvements will increase the visibility and awareness of the transit connecting parking lot providing residents and patrons with climate friendly services such as hiking, public transit options, and electric charging stations. Much of the unimproved portion of the property is designated as a Valley Oak Habitat Combining District, containing a grove of large native oak trees (*Quercus Lobata*), which will be protected from development by using the space as an open space recreation area.

Sonoma County Public Infrastructure and the GAV MAC’s primary objectives for the park are to create a community gathering space, increase public recreation and conservation education opportunities, and to enhance climate resilience and carbon sequestration. No other public open space exists in the Geyserville community at this time. The property is and will remain in public (County) ownership, and there are no other restrictions or encumbrances that limit the use of the property for park and recreation purposes.

Initial funding for park design and engineering has been provided by California State Coastal Conservancy. Construction costs will be funded through grants, including the amount provided by this Community Spaces grant. See Matching Grant section at end of report for related detail.

The Project site is centrally located on Geyserville Avenue and is presently developed as a Park and Ride Lot. Historically, the property contained a single-family dwelling. In 1998, Sonoma County received funds to purchase the 1.18-acre property. In 2009, the site was partially developed. The upper third of the property became a Park and Ride commute facility with a small public space consisting of an 1,800 square foot concrete gathering area, a few benches and signage for visitors. The remaining lower two thirds of the site is undeveloped and physically connected to the SMART tracks and planned Great Redwood Trail.

Sonoma County Public Infrastructure currently maintains the transit park and ride services and the Property and has agreed to continue at its current involvement.

Conservation Easement and Recreation Covenant

Ag + Open Space will receive, as a requirement of the Community Spaces Matching Grant Agreement, a conservation easement and recreation conservation covenant protecting the entire 1.18 acres of the Property. Ag + Open Space's conservation easement will protect the natural resource, scenic, and recreational and educational resources in perpetuity. The recreation covenant will ensure that the Property remains open to the public in perpetuity.

Conservation Values

Conservation values identified in the Conservation Easement include urban open space, scenic resources, natural resources including a native oak woodland, and a swale in the back half of the property that supports, local flood control, facilitates groundwater recharge, and urban wildlife. In addition, recreation and educational conservation values include development of a pedestrian trail connecting downtown Geyserville and the future SMART Pathway/Great Redwood trail. The Property's central location and existing car and bike parking make it ideal for walking, gathering and recreating in an open space setting. Additionally, the Property is large enough to support community recreational and educational events such as school environmental education outings, and the Geyserville's traditional May Day, Cinco de Mayo, Fall Colors, and Holiday Tractor Parade events.

Project Structure

The Conservation Easement over the Property will allow the parcel to be used for passive and active public recreation concurrent with ongoing operation of the transit and climate friendly Park and Ride operations. The Conservation Easement protects the open space and scenic values while allowing for recreational and educational uses on the Property. The provisions of the Recreation Conservation Covenant require the Property to remain open to the public for recreational and educational purposes in perpetuity. The public access requirements take effect no later than five (5) years from the recordation of the Covenant, however, amenities may be made available sooner. The Conservation Easement restricts structures and improvements to no more than forty-five percent (45%) of the Property, with a twenty-five percent (25%) limitation on parking areas and enclosed buildings. Allowed structures and improvements include improvements needed for

recreational and educational use permitted under the easement, including a public gathering area, benches, pathways, gazebos, play structures, signage, and restrooms.

Community Support

Improvement of the Property for a community centered open space has strong community support. The project is endorsed by the GAV MAC, a group that advises Sonoma County on local planning and management decisions. The GAV MAC began collecting public input for this project via internet survey in English and Spanish in 2018. In 2019, The Geyserville Planning Committee conducted a community survey that revealed the top two community improvements residents would like to see are a public park and public bathroom. After finding a location for this project in 2022, the GAV MAC surveyed the community again to determine how the space would best be used. Three concepts were created for community input, which led to the development of the February 24, 2023, Geyserville Community Plaza Conceptual Plan, which guides project uses and design.

Matching Grant Agreement

Funding for this \$1,000,000 improvement grant will be administered through a Matching Grant Agreement between Ag + Open Space and Sonoma County Public Infrastructure. As the match, Sonoma County PI will contribute secured funds totaling \$1,000,000, which represents a 100% match to the granted funds. The match is secured and comes from the California State Coastal Conservancy grant, District 4 Infrastructure and other funds. The grant and match funds will provide essential infrastructure, park elements including water and power hook ups, irrigation, trails, a community gathering area, trees and plants, signage, picnic tables and benches.

All grant and match funds must be expended no later than August 8, 2028.

Vital Lands Initiative

This Project meets multiple objectives described in the Vital Lands Initiative:

- Protect open space and publicly accessible lands in and near cities and communities and connect people with protected lands.
- Pursue partnerships that expand, create, or connect new parks and open space preserves and trails.
- Protect open lands that surround and differentiate the County's urban areas and contribute to the unique scenic character of the County.

Conformance with Adopted Plans

Sonoma County General Plan 2020

This Project furthers several goals and policies in Sonoma County's General Plan 2020, specifically in the Land Use, Open Space and Resource Conservation, and Water Resources Elements as noted in, but not limited to, the following below:

- Preserve the visual identities of communities by maintaining open space areas between cities and communities. (Goal OSRC-1)
- Protect existing groundwater recharge areas (Objective WR-2.3)

- Promote a sustainable future where residents can enjoy a high quality of life for the long term, including a clean and beautiful environment and a balance of employment, housing, infrastructure, and services. (Goal LU-11)

Ag + Open Space's Expenditure Plan

This project is consistent with Ag + Open Space's Expenditure Plan, because it will offer opportunities for public recreation and access. Further, this project is consistent with the Expenditure Plan as it provides urban open space through the Matching Grant Program.

Fair Market Value Determination

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

Recommendation

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

Attachments

1. Resolution
2. General Plan Map
3. Location Map
4. Site Map
5. DRAFT Conservation Easement
6. DRAFT Recreation Covenant
7. DRAFT Irrevocable Offer to Dedicate

RESOLUTION NO.: _____

DATED: _____

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

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

WHEREAS, the General Manager is proposing to execute a \$1,000,000 Matching Grant Agreement with Sonoma County Public Infrastructure for development of a 1.18-acre Geyserville Community Plaza; and

WHEREAS, as a condition of the proposed Community Spaces Matching Grant, a conservation easement and a recreation conservation covenant will be acquired by the District on a 1.18-acre future plaza property for the purpose of public plaza and park development. The District is not purchasing the conservation easement or the recreation covenant.

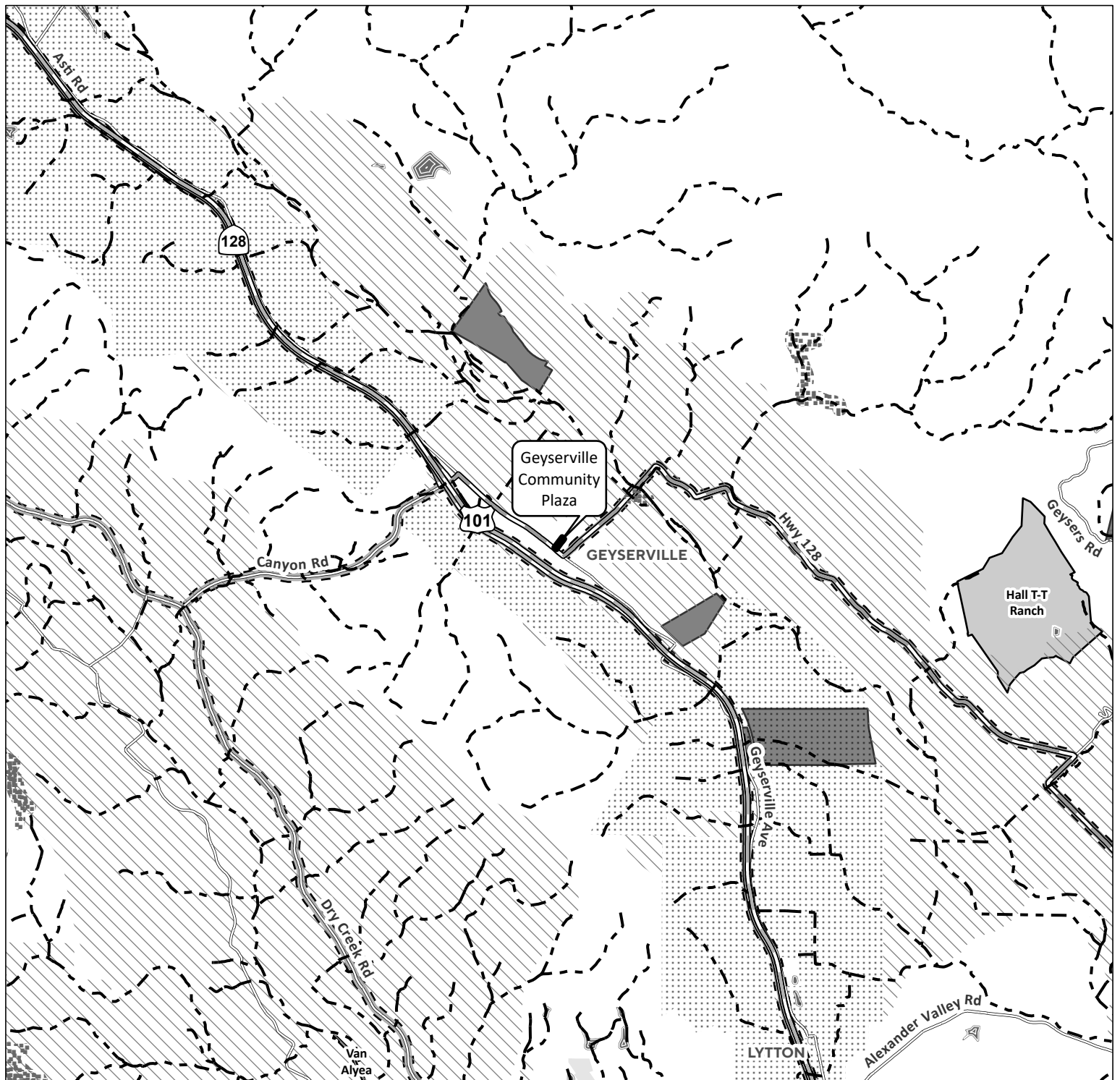
NOW THEREFORE BE IT RESOLVED, that this Board of Commissioners hereby finds, determines, declares and orders as follows:

1. *Truth of Recitals.* The foregoing recitals are true and correct.
2. *Fair Market Value.* This Commission is satisfied that by accepting the Conservation Easement and Recreation Covenant as a condition of providing funding for the development of recreational improvements in furtherance of the Project, the District is not paying more or receiving less than fair market value for the interests it will receive.

COMMISSIONERS:

AYES: _____ **NOES:** _____ **ABSTAIN:** _____ **ABSENT:** _____

SO ORDERED.



- | | | | |
|---------------------------------|-------------------------|--------------------------------|----------------|
| Easement Boundary | SCENIC RESOURCES | BIOTIC RESOURCES | Water Features |
| Incorporated City | Community Separator | Riparian Corridor | |
| District Holdings | Scenic Landscape Unit | Special Status Species Habitat | |
| Other Public or Protected Lands | Scenic Corridor | | |



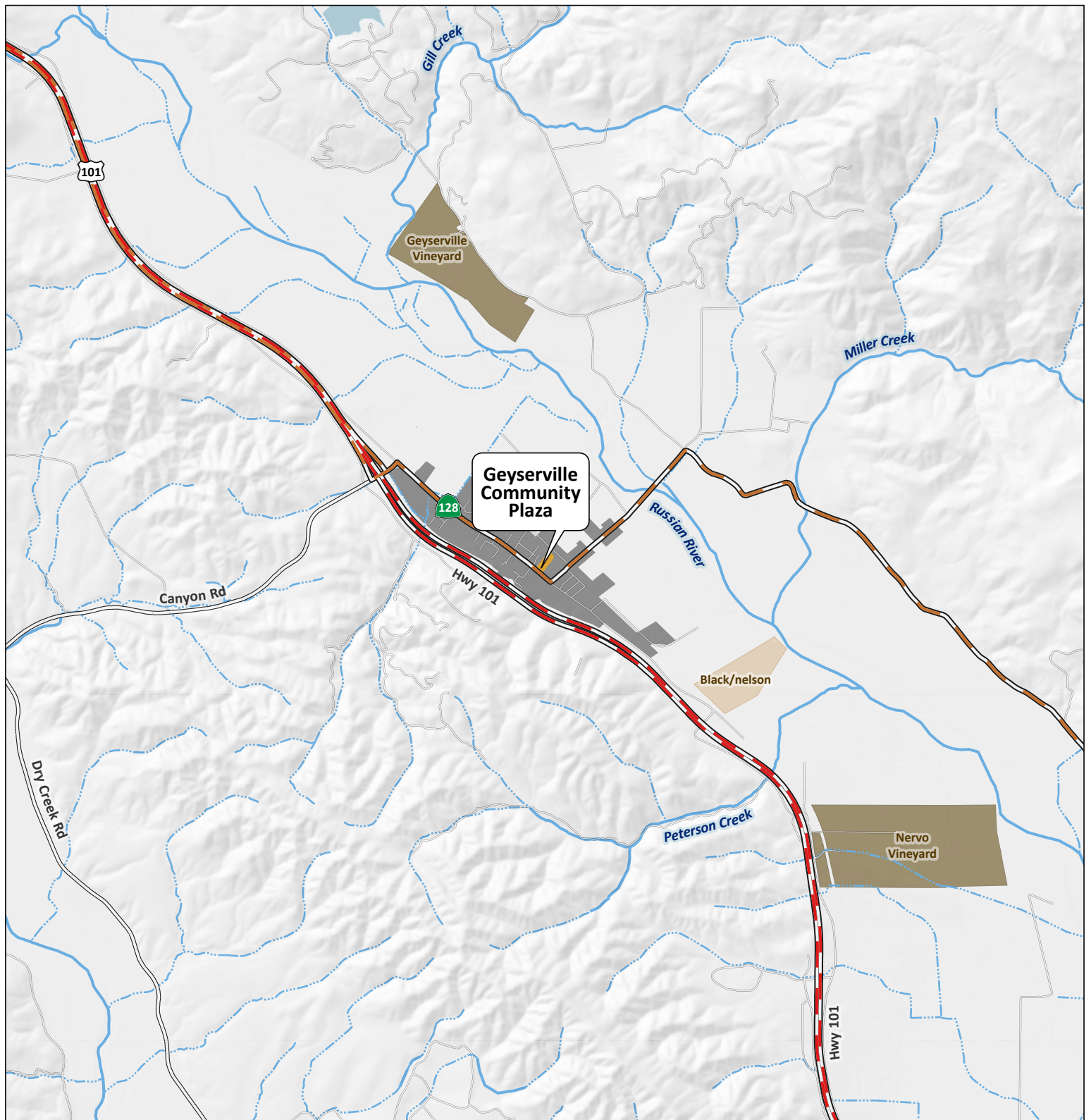
**AG +
OPEN
SPACE**
SONOMA COUNTY



0 1 2
Miles

Geyserville Community Plaza General Plan Map

Map Date: 5/7/2026
 Sonoma County GIS (roads); Permit Sonoma (General Plan 2020 GIS layers); USGS (streams);
 Sonoma County Ag + Open Space (easement boundary, Sonoma County Public & Protected Areas Database)
 This map displays GIS data for illustrative purposes only and is not intended to depict definitive property boundaries or feature locations.



 Easement Boundary
 Urban Service Area

Other Public or Protected Lands
 Public Protected
 Private Protected

 Perennial Stream
 Intermittent Stream

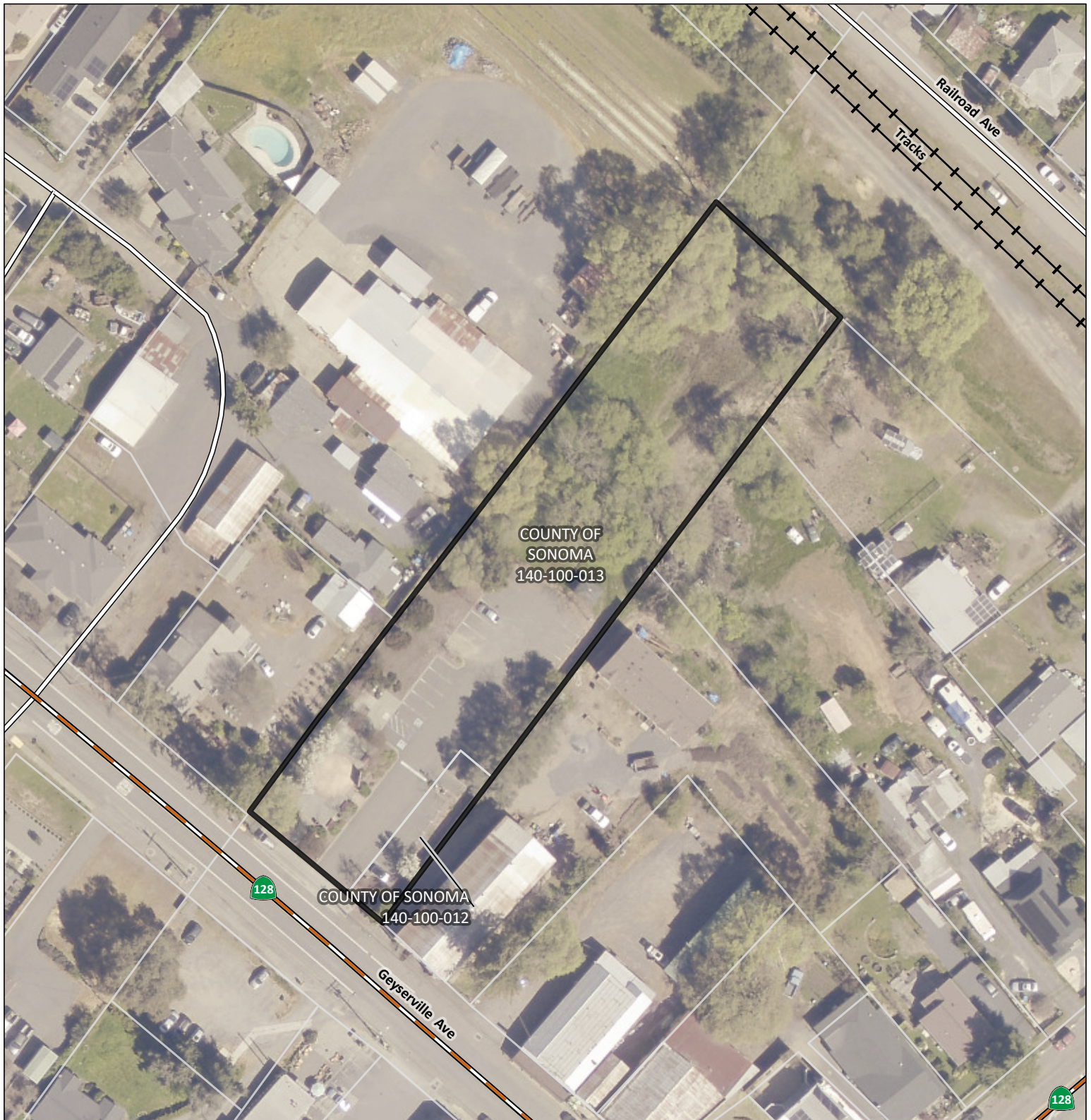


0 0.5
 Miles

Geyserville Community Plaza MGP - (Development) Location Map

Map Date: 05/05/2026
 Credits: Sonoma County Ag + Open Space (easement boundary, Sonoma County Public & Protected Areas Database); Sonoma County GIS (roads, incorporated cities, urban service areas); Sonoma Water (streams); Sonoma County Vegetation Mapping and LIDAR Program (2013 bare earth hillshade imagery). This map displays GIS data for illustrative purposes only and is not intended to depict definitive boundaries or feature locations.

ayoung1: S:\GISProjects\Geyserville_Cmty_Plaza\PDFs\Geyserville_Cmty_Plaza_Location_Map20260505.pdf



 Easement Boundary  Assessor's Parcel



0 100
Feet

Geyserville Community Plaza Conservation Easement Site Map

RECORDING REQUESTED BY AND RETURN TO:

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

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

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

The County of Sonoma, a political subdivision of the State of California (“GRANTOR”) and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 *et seq.* (“DISTRICT”) agree as follows:

RECITALS

A. GRANTOR is the owner in fee simple of that certain real property containing approximately one and seventeen hundredths (1.18 acres located in Sonoma County, commonly known as Geyserville Community Plaza and designated as Sonoma County Assessor’s Parcel Numbers 140-100-012-000 and 140-100-013-000, and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”). The Property is visually depicted in the Project Structure Map shown in **Exhibit B**.

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

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

D. On Date, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. G6 Resolution Number, that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan, specifically the Plan's Land Use Element Policy LU-11f because the Conservation Easement encourages the conservation of undeveloped land and open space. By that same resolution, DISTRICT's Board of Directors determined that its funding of the Project is consistent with the voter-approved Expenditure Plan.

E. This Easement, as further defined below, will further the goals, objectives and policies of the DISTRICT's Vital Lands Initiative, a long-range acquisition plan, by supporting Healthy Communities goals, including protection of open space and publicly accessible lands in and near cities and communities to connect people with protected lands.

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

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

EASEMENT

PART ONE: GRANT OF EASEMENT

1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights. Pursuant to the common and statutory law of the State of California including the

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

2. Conservation Values. The Property is a 1.18-acre lot within the urban area of Geyserville, with a Sonoma County Park and Ride lot and a small public gathering area with associated landscaping, along with about two thirds of an acre of vacant land. Critical resources on the Property (collectively the “Conservation Values”) are as follows:

2.1 Urban Open Space Resources. The urban open space resources on the Property include, but are not limited to, open space in downtown Geyserville, a community with increasing residential density and a need for accessible public green space. Located within walking distance of local businesses, residential neighborhoods, and community services, the Property can serve as a central hub for social interaction, recreation, and respite from the built environment. The Property will link businesses along Geyserville Avenue with the future Sonoma Marin Area Rail Transit (“SMART”) Pathway / Great Redwood Trail while ensuring convenient access to food and drink and public transportation for those utilizing the trail.

2.2 Natural Resources. The natural resource values on the Property include, but are not limited to, a native oak woodland and swale in the back half of the Property that support urban wildlife and facilitates groundwater recharge. This Easement protects the Property’s natural resource values as described above and as they may change over time due to causes such as ecological succession, habitat shift, movement of streams, wetlands, and springs, or the impacts of climate change.

2.3 Scenic Resources. The Property is highly visible from Geyserville Avenue and the nearby railroad tracks; scenic resources values on the Property include, but are not limited to, a mature native oak woodland and respite from the built environment.

2.4 Recreational and Educational Resources. The recreational and educational resources of the Property include, but are not limited to, pedestrian access between downtown Geyserville businesses and the future SMART Pathway / Great Redwood Trail. The Property’s central location and ample parking make it well-suited for walking, gathering, and recreating in an open space setting. The Property is large enough to support community recreational and educational events and activities such as school outings, the Fall Colors Festival and the Geyserville Tractor Parade.

3. Conservation Purpose. The purpose of this Easement (“Conservation Purpose”) is to preserve and protect forever the Conservation Values, and to prohibit and prevent any uses and activities of the Property that will materially impair or interfere with the Conservation Values. In

the event that an activity or use that requires the DISTRICT's approval causes a substantial conflict between the preservation and protection of multiple Conservation Values, the Parties shall attempt to reconcile such conflict and balance preservation and protection of Conservation Values, taking into consideration any material changes to the physical condition of the Property, climate change and associated impacts, zoning and public policy, and surrounding land uses. If such conflict is both substantial and irreconcilable, the DISTRICT shall consider the approval and the relative impacts to the affected Conservation Values, with particular weight given to preservation and protection of urban open space resources, natural resources, scenic resources, and recreational and educational resources.

PART TWO: RIGHTS OF DISTRICT

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

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

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

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

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

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

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

4.5 Signage. To erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR and visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The DISTRICT shall determine the wording and design of the sign or marker with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor include artificial illumination. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

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

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

PART THREE: RESTRICTIONS ON DEVELOPMENT, USE, AND ACTIVITIES

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

5.1 General Requirements for All Uses.

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

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

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

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

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

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

5.1.7 Plans. Whenever *Section 5 (GRANTOR's Restricted Rights)* conditions any development, activity, or use on an approved plan, such as a master plan, site plan, management plan, vegetation management plan, or resource-specific plan (collectively referred to herein as "Plan", such development, activity, or use shall be carried out consistent with the Plan and pursuant to *Section 6 (Notice and Approval Procedures)*. As provided in *Section 6.8.3 (Approved Plans)*, all uses and activities and all development necessary to implement the uses and activities identified in the DISTRICT-approved Plan are deemed consistent with this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT.

5.1.8 Revenue Generation. Any revenue received by GRANTOR from activities on and uses of the Property shall be used toward: (i) the cost, including administrative cost, of operating, maintaining, restoring, and enhancing the Property; or (ii) towards educational or recreational programs or events that take place on the Property; or (iii) towards the preservation or improvement of other DISTRICT-protected properties.

5.2 Subdivision and Lot Line Adjustments.

5.2.1 Subdivision Prohibited. This Easement prohibits the legal or de facto division, subdivision, or partition of the Property, except as expressly provided in this *Section 5.2 (Subdivision and Lot Line Adjustments)*, for any purpose, including, but not limited to, any such subdivisions or establishment of separate legal parcels by certificates of compliance or “separate for assessment purposes” designations. The Property currently comprises one (1) legal parcel. GRANTOR shall maintain all of the parcels comprising the Property, and all interests therein, under common ownership, as though a single legal parcel. Partition by division of the Property between owners or tenants in common shall be considered a subdivision and is prohibited under this Easement. Mortgaging or recording a deed of trust on less than the entire Property is prohibited.

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

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

a) *Conveyance to Government or Qualified Non-Profit Entity.* Subject to prior written approval by DISTRICT, GRANTOR may voluntarily convey a portion of the Property to a government or qualified non-profit entity exclusively for conservation or public access purposes and only if the grantee owns or manages contiguous land used and managed for conservation, open space, or recreation.

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

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

5.3 Land Uses. GRANTOR may use the Property only as described in this *Section 5.3*.

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

a) *Mitigation*. With prior written approval from DISTRICT, the Property may be used for mitigation of on- or off-site projects if DISTRICT determines, in its sole discretion, that the following criteria are met: (i) the proposed mitigation enhances the Conservation Values; (ii) the proposed mitigation is consistent with DISTRICT's enabling legislation; (iii) the proposed mitigation is aligned with DISTRICT's objectives and goals; and (iv) the proposed mitigation does not present a risk to DISTRICT's long-term fiscal stability. Furthermore, (i) any additional protections required by regulatory agencies in association with a mitigation project must be consistent with this Easement; and (ii) the sale of mitigation credits are considered a commercial use and subject to the provisions of *Section 5.3.5 (Commercial)*.

5.3.2 Recreational and Educational Use. GRANTOR may make the Property available to the public for low-intensity and active public outdoor recreation and education in conformity with the terms of this Easement. All recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with the Conservation Values. Such uses may include, but are not limited to, walking, picnicking, court sports, gardening, public or school educational activities including nature study and environmental or outdoor education, as well as educational programs such as bookmobile, art, and other community programs, gardening workshops, trainings, and other uses similar in nature and intensity.

5.3.3 Special Events. For the purposes of this Easement, "Special Events" are organized gatherings, other than those Recreational and Educational Uses permitted in *Section 5.3.2 (Recreational and Educational Use)*, that involve formal coordination, such as staffing, equipment, sound amplification, temporary structures, or promotional efforts. Special Events are permitted, provided however, Special Events that require an entry fee and/or limit the public's ability to access the majority of the Property are permitted only with prior written approval from DISTRICT and are limited in frequency to twelve (12) times per year. GRANTOR may request DISTRICT approval for individual events or for a series of planned events. All Special Events must be consistent with the terms of this Easement, must not result in any permanent alteration of the Property, and must not have any detrimental impact on its Conservation Values that persists after the conclusion of the event.

5.3.4 Public Parking. GRANTOR may make the Property available to the public and county transit vehicles for use as a public parking lot consistent with *Section 5.4 (Structures and Improvements)*.

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

a) *Recreation and Education Fees.* With prior written notice to DISTRICT, GRANTOR may charge a reasonable fee directly associated with permitted recreational and educational programs and use of the Property and Special Events. DISTRICT reserves the right to request, and GRANTOR shall provide documentation of such costs. GRANTOR may host concessions related to permitted recreational and educational uses such as food and drink sales and bicycle rentals. Special Events permitted by *Section 5.3.3 (Special Events)* may be conducted for fundraising purposes.

b) *Leases and Rentals.* Leases or rentals for recreational and educational uses as defined in this *Section 5.3*.

c) *Parking.* With prior written notice to DISTRICT, GRANTOR may charge reasonable fees directly associated with public parking on the Property, including electric vehicle charging.

d) *Ancillary.* With prior written approval from DISTRICT, GRANTOR may engage in other ancillary commercial uses found to be consistent with the Conservation Values of this Easement.

5.3.6 Cultural Resource Protection and Use. GRANTOR may engage in activities to preserve and protect the cultural resources and tribal cultural resources of the Property in accordance with sound, generally-accepted cultural resource conservation, protection, and preservation practices. GRANTOR may also, to the extent consistent with the terms of this Easement, allow use of the Property for tribal stewardship and cultural activities, including but not limited to tending, harvesting, and foraging, in coordination with and in consultation with the culturally-affiliated tribe or tribes to this area.

5.4 Structures and Improvements. GRANTOR may repair, replace, construct, place, and maintain structures and improvements on the Property only as provided in this *Section 5.4*. No structure or improvement shall be constructed or placed except as described in a Plan developed and approved in accordance with *Section 5.1.7 (Plans)* and *Section 6.8 (Plans)*, unless such structure or improvement is expressly permitted under this Easement without any notice to or approval from DISTRICT, or unless such structure or improvement is otherwise approved in writing by DISTRICT. At no time shall the structures and improvements existing on the Effective Date, or constructed subsequently pursuant to *Section 5.4.1 (Maintenance, Repair, or Replacement of Structures and Improvements)* through *5.4.8 (Signs)* cover, cumulatively, more than 45% of the Property, with an additional limitation of no more than 25% coverage by access roads, parking area(s) and enclosed buildings. For the purpose of this easement, enclosed buildings are structures with doors or gates that can be closed to exclude access, such as restrooms or storage sheds. This limitation does not include areas planted with gardens, raised or other planting beds, landscaping, multiuse fields, or other vegetation permitted under this

Easement. Furthermore, no structure or improvement shall exceed fifteen (15) feet in height except as otherwise provided in Section 5.4.7 (*Public Safety Systems*) or otherwise approved by DISTRICT.

5.4.1 Maintenance, Repair, or Replacement of Structures and Improvements.

GRANTOR may maintain, repair, or replace structures and improvements existing at the Effective Date 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 from DISTRICT is 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 (Structures and Improvements for Recreational and Educational Uses)* through *5.4.8 (Signs)*.

5.4.2 Structures and Improvements for Recreational and Educational Uses.

GRANTOR may construct or place structures and improvements associated with permitted outdoor recreational and educational uses, as follows:

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

b) Paved or permeable trails and pathways (including crossings), with prior written approval from DISTRICT.

c) Restrooms, arbors, a stage, lighting, public art, play structures, sports courts, and other similar improvements with prior written approval from DISTRICT.

5.4.3 Structures and Improvements Accessory to Natural Resource Protection.

With prior written approval from DISTRICT, GRANTOR may place or construct accessory structures and improvements reasonably necessary for natural resource protection on the Property, including sheds and greenhouses.

5.4.4 Public Parking and Access Roads.

With prior written approval from DISTRICT, GRANTOR may reconfigure or relocate public parking area(s) and access roads to public parking provided that such parking area(s) and associated access roads (i) are directly required for uses and activities allowed herein; (ii) are the minimum necessary

for such uses and activities; and (iii) are sited so as to minimize impacts to the Conservation Values. Roads and parking area(s) shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices for roads to the extent applicable and recommended by a state or local agency.

5.4.5 Fences and Gates. With prior written approval from DISTRICT, GRANTOR may construct and erect new fencing and gates only as necessary for permitted uses of the Property or as necessary in connection with GRANTOR'S duties to prevent foreseeable trespass pursuant to *Section 5.1.5 (Duty to Prevent Waste, Nuisance, and Trespass)*. All fencing and gates must (i) preserve the scenic values of the Property; (ii) be the minimum necessary in design and extent; (iii) not impede wildlife movement except around buildings, play areas, athletic courts and fields, roads, parking areas, or for public safety, and in cases where necessary to protect the allowed natural resources preservation, restoration, and enhancement uses described in this Easement; and (iv) comply with the DISTRICT's then-current guidelines for fences on conservation lands. Notwithstanding the provisions of *Section 5.4.1 (Maintenance, Repair, or Replacement of Structures and Improvements)*, whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this *Section 5.4.5*. 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. With prior written approval from DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including electric power, electric vehicle charging, septic or sewer, communication infrastructure, and water storage and delivery systems. With prior written approval from DISTRICT, GRANTOR may expand existing or develop or construct new utility lines and poles and water storage and conveyances provided such facilities are designed, constructed, and maintained in a manner that minimizes impacts to the Conservation Values. With prior written approval from DISTRICT, GRANTOR may install or allow installation of underground conduits for water, gas, sanitation, electricity and other utilities associated with and necessary for permitted uses and activities on the Property or for offsite development consistent with the Sonoma County General Plan, or any future area plan, specific plan, or municipal general plan over the Property in the future, as updated and amended from time to time, or for water supply or sanitation purposes, so long as such installation has no significant adverse impact on the Conservation Purpose of the Easement. The installation of any underground utilities shall be constructed and maintained in the least intrusive manner feasible and any damage done during said installation or maintenance shall be promptly repaired and the Property restored. Electric

power and communication utilities may serve off-site use if associated improvements do not exceed size and height limitations.

5.4.7 Public Safety Systems. With prior written approval from DISTRICT, GRANTOR may install communication and geophysical data collection, monitoring, and transmission systems and associated infrastructure directly supportive of public safety operations, including, but not limited to, wildfire detection sensors and cameras, weather stations, stream gauges, seismic sensors, and emergency communication systems ("Public Safety Systems"), provided such infrastructure is the minimum necessary for the public safety purpose and is designed, sited, constructed, and maintained so as to minimize impacts to the Conservation Values of the Property. No Plan is required for Public Safety Systems. Public Safety Systems do not include telecommunications facilities designed for use by the general public, such as commercial cell phone towers or antennae, which are subject to the provisions of *Section 5.4.6 (Utilities and Energy Resources)*.

5.4.8 Signs. GRANTOR may construct or place signs as set forth in this *Section 5.4.8*.

a) Without prior written notice to or approval from DISTRICT, GRANTOR may construct or place two (2) signs not to exceed twenty-four (24) square feet in size to identify the Property from public roadways or railroad tracks.

b) Without prior written notice to or approval from DISTRICT, GRANTOR may construct or place two (2) signs not to exceed twelve (12) square feet in size as trailhead or interpretive signs and/or to acknowledge participation of funding agencies for permitted uses on the Property.

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

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

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

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

5.5.2 Water Resources. Draining, filling, dredging, diking, damming, or other alteration, development, or manipulation of watercourses, subsurface water, springs, ponds, and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development, and expansion of water storage and delivery systems allowed under *Section 5.4.6 (Utilities and Energy Resources)*, (ii) reconstruction, expansion, and new construction of roads or trails allowed under *Sections 5.4.3 (Structures and Improvements Accessory to Natural Resource Protection)* and *5.4.2 (Structures and Improvements for Recreational and Educational Uses)*, respectively; and (iii) the preservation, restoration, and enhancement of natural resources allowed under *Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement)*.

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

5.5.4 Vegetation and Fuel Management. GRANTOR may undertake vegetation and fuel management activities to reduce wildfire risk as provided in this *Section 5.5.4* and pursuant to *Section 5.5.6 (Native Tree Removal)* and *Section 5.5.7 (Native Vegetation Removal)*. All vegetation and fuel management activities shall be designed and implemented to minimize harm to native wildlife, plant communities, and non-target plants. If vegetation and fuel management activities are to take place during nesting season, GRANTOR shall ensure that nesting surveys are conducted in coordination with a qualified biologist and shall modify activities based on survey results to prevent harm to identified nests.

5.5.5 Natural Resource Preservation, Restoration, and Enhancement. With prior written approval from DISTRICT, GRANTOR may undertake natural resource preservation, restoration, and enhancement activities, including but not limited to, bank and soil stabilization, and practices to enhance water quality, native plant and wildlife habitat and connectivity, and to promote biodiversity.

5.5.6 Native Tree Removal. Harvesting, cutting, trimming, transplanting, or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of fire management, in accordance with *Section 5.5.4 (Vegetation and Fuel Management)*; (iv) for natural resource management as set forth in *Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement)* of this Easement; and (v) for cultural uses as set forth in *Section 5.3.6 (Cultural Resource Protection and Use)*. Native trees removed pursuant to this *Section 5.5.6* may be used for firewood. Following any such vegetation management, GRANTOR shall promptly provide to DISTRICT a record of the “after” condition of the treatment areas, such as photographs and descriptions of the results of treatment.

5.5.7 Native Vegetation Removal. Removal or destruction of any native non-tree vegetation is prohibited, except as reasonably necessary (i) within footprint of permitted structures and improvements; (ii) to control insects and disease; (iii) to prevent personal injury and property damage; (iv) for the purpose of fire management, in accordance with *Section 5.5.4 (Vegetation and Fuel Management)*; (v) for natural resource preservation, restoration and enhancement, as set forth in *Section 5.5.5 (Natural Resource Preservation, Restoration, and Enhancement)*; (vi) for permitted landscaping and gardening; and (vii) for cultural uses as set forth in *Section 5.3.6 (Cultural Resource Protection and Use)*.

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

5.5.9 Non-Native Plants and Animals.

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

b) *Introduction*. GRANTOR shall not establish non-native animal species.

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

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

5.5.12 Outdoor Storage. Outdoor storage shall be prohibited except as provided in this Section 5.5.11.

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

5.6 Public Access Limitations. GRANTOR and DISTRICT understand and agree that the Property will be developed into a park and plaza and open to the public in perpetuity pursuant to the Recreation Conservation Covenant described in *Recital F*. GRANTOR, however, may exclude the public from the Property on a temporary basis to the extent necessary for public health or safety, property maintenance, 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 not grant new temporary or permanent easements, nor modify or amend existing easements, on the Property without prior written approval from DISTRICT. It is the duty of GRANTOR to prevent use of the Property by third parties that may result in the creation of prescriptive rights.

PART FOUR: PROCEDURES AND REMEDIES

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

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

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

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

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

6.4 DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction 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.

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

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

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

6.8 Plans. Any Plan as defined in *Section 5.1.7 (Plans)*, along with updates and amendments which prescribe any land use or activity that requires DISTRICT notice or approval, requires review and approval by DISTRICT in accordance with this *Section 6.8* and shall be consistent with the terms and conditions of this Easement. The Plan shall have no effect and shall not govern activity on the Property until it has been approved by DISTRICT. DISTRICT may require periodic updates to any Plan as a condition of approval.

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

6.8.2 Minimum Contents of Plans. Any Plan shall be sufficiently specific to enable DISTRICT to make a reasonable determination regarding whether the Plan is consistent with the terms and Conservation Purpose of this Easement. The Plan must identify at a minimum the existing Property condition, and the schedule, location, and extent of the proposed use or activity as well as the best management practices to be followed, and steps taken to avoid or minimize impacts to the Conservation Values. For Plans that include site development, the Plan must identify structures, parking lots, roads, paths and trails, gardens, and other improvements planned for the Property.

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

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

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTOR retains and agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state, and federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance covering acts on the Property. DISTRICT shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in *Section 8 (GRANTOR's Indemnity)*, GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

7.2 Hazardous Materials.

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

a) The obligations or liabilities of an “owner” or “operator” as those words are defined and used in environmental laws, as defined below, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 *et seq.*) (“CERCLA”);

b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;

c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property;

d) Any control over GRANTOR’s ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

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

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

7.2.3 Definitions. For the purposes of this Easement:

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

environment, industrial hygiene, or public health or safety now in effect or enacted after the date of this Easement.

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

8. GRANTOR’s Indemnity. GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, invitees, successors, and assigns, from and against all damages, liabilities, claims, and expenses, including reasonable attorneys’ fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the gross negligence or intentional misconduct of DISTRICT; (ii) the obligations specified in *Section 7 (Costs and Liabilities Related to the Property)*; and (iii) any approvals given under *Section 6 (Notice and Approval Procedures)*.

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

10. Remedies for Breach.

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

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

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

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

10.1.4 GRANTOR agrees that DISTRICT's remedies at law for any violation of the terms of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory, and including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DISTRICT may further recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement (including but not limited to damages for the loss of scenic, recreational, or environmental values), and to require the restoration (or damages for the cost of restoration) of the Property to the condition that existed prior to any such injury. To the extent that any financial benefit gained from the violation of this Easement exceeds the amount of damages awarded or the value of other remedies provided, GRANTOR expressly agrees that disgorgement of any such additional benefits or profits is an appropriate remedy that shall apply to such a violation, regardless of whether such benefit exceeds the cost incurred by GRANTEE or quantifiable harm to the Property as a result of the violation.

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

10.2 No Waiver. Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this

Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future. GRANTOR hereby waives any defense of laches, waiver, estoppel, or prescription.

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

11. Acts Beyond GRANTOR's Control. Except as otherwise provided in *Section 5.1.5 (Duty to Prevent Waste, Nuisance, and Trespass)* and *Section 10 (Remedies for Breach)*, nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including wildfire, flood, storm, earth movement, or a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement. Notwithstanding the foregoing, GRANTOR shall be liable to DISTRICT for modifications or damage to the Property that impair or damage the Conservation Values of the Property when those modifications or damages result from the acts or omissions of third parties whose use of or presence on the Property is authorized, expressly or implicitly, or requested by GRANTOR. In the event that the Conservation Values of the Property are damaged or impaired as a result of the acts or omissions of third parties, GRANTOR shall diligently pursue all available legal remedies against such parties to ensure restoration of the Property and the Conservation Values. Nothing contained herein limits or precludes GRANTOR's or DISTRICT's rights to pursue any third party for damages to the Property's Conservation Values.

12. Extinguishment and Condemnation.

12.1 Extinguishment. Subject to the requirements and limitations of California Public Resources Code section 5540, or any successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the compensation to which DISTRICT shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property after such termination or extinguishment of the Easement, shall be determined, unless otherwise provided by California law at the time, in accordance with *Section 12.3 (Property Interest and Fair Market Value)*. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County. This Easement

shall not be deemed terminated, extinguished, or otherwise affected until DISTRICT has received full payment for its interest.

12.2 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 *12.3 (Property Interest and Fair Market Value)*. GRANTOR shall not agree to an in-lieu purchase without prior written approval from DISTRICT.

12.3 Property Interest and Fair Market Value. This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this *Section 12.3*, the Parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR one hundred percent (100%) of the value of improvements and DISTRICT one hundred percent (100%) of the value of the land, or as otherwise agreed upon by them in writing at the time of condemnation. In the apportionment of the proceeds from any eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value attributable to improvements made on the Property after the date of this Easement, provided that such improvements were not made or funded by DISTRICT and further provided that such improvements do not constitute a breach of this Easement.

PART FIVE: MISCELLANEOUS

13. Notices.

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

To GRANTOR: Sonoma County Public Infrastructure
 400 Aviation Blvd Suite 100
 Santa Rosa, CA 95403

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 13.1*.

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

13.2.1 When mailed first class postage prepaid to the last address designated by the recipient pursuant to *Section 13.1 (Method of Delivery)* notice is effective one (1) business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the even the postmark is not shown or available, then one (1) business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

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

13.3 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.

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

15. General Provisions.

15.1 Assignment of Rights and Obligations. GRANTOR's rights and obligations under this Easement will be assigned to GRANTOR's successor-in-interest upon transfer of GRANTOR's

interest in the Property to such successor, except that GRANTOR's liability for acts or omissions occurring prior to the transfer shall survive the transfer.

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

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

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

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

15.6 Subsequent Deeds and Leases. GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including a leasehold interest) is conveyed and that GRANTOR will provide a copy of this Easement to any party acquiring an interest in the Property from GRANTOR. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least thirty (30) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by *Section 15.5 (Easement to Bind Successors)* of this Easement, and the failure of GRANTOR to perform any act required by this *Section 15.6* shall not impair the validity of this Easement or limit its enforceability in any way.

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

15.8 Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with *Section 13 (Notices)*.

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

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

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

15.12 No Forfeiture. GRANTOR represents and warrants that nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect. If a forfeiture or reversion does occur, GRANTOR shall return, with interest calculated in accordance with the rate established pursuant to the next sentence, all consideration paid by DISTRICT for the acquisition of this Easement. The interest rate applicable to the amount owed to DISTRICT pursuant to this paragraph shall be the greater of (a) 5% or (b) the percentage change in the Consumer Price Index for All Urban Consumers (base year 1982-1984 = 100) for San Francisco Oakland and San Jose published by the United States Department of Labor, Bureau of Labor Statistics from the date the Easement is recorded to the date of DISTRICT's demand for reimbursement pursuant to this paragraph.

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

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

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

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

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

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

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this _____ day
of _____, 20__.

GRANTOR:

By: _____ **DO NOT SIGN** _____

Supervisor Rebecca Hermosillo, Chair, Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE

DISTRICT

By: _____ **DO NOT SIGN** _____

Rebecca Hermosillo, President of the Board of Directors

ATTEST:

By: _____ **DO NOT SIGN** _____

Noelle Francis, Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description

Exhibit B: Project Structure Map

Certificate of Acceptance

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors

Sonoma County Agricultural

Preservation and Open Space District

575 Administration Drive, Room 102A

Santa Rosa, CA 95403

Recorded by government agency - Exempt from recording fees per Gov. Code §§ 27383, 27388.1, 27388.2

Interest acquired by government agency - Exempt from documentary transfer tax per Rev. & Tax. Code § 11922

GEYSERVILLE COMMUNITY PLAZA
RECREATION CONSERVATION COVENANT
(California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 *et seq.* (the "District") and the County of Sonoma, a political subdivision of the State of California, its successors and assigns and those claiming under it ("Owner").

Recitals

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

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

C. Owner has acquired and now is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

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

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

Agreement

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

1. *The Covenant.* Owner hereby conveys to the District a recreation conservation covenant (“Covenant”) within the meaning of Restatement Third, Property (Servitudes) §1.6(1) and pursuant to the authority of Civil Code §§815 *et seq.* and the common law of California, to assure that the Property will be continuously used, maintained and operated by Owner and its successors in interest as a public park, plaza, and open space preserve in perpetuity, available to the public for low-intensity public outdoor recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein.

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

A. Owner hereby agrees to use, operate and maintain the Property as a public park and plaza in perpetuity, available to the public for low-intensity outdoor public

recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation, and maintenance of the Property as a public park and plaza shall commence no later than five (5) years from the date of recordation of this Covenant and shall include, at a minimum, general availability of the Property for walking, picnicking and nature study no less than six hours per day, between sunrise and sunset, seven days per week, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

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

C. If a plan is prepared and approved pursuant to Sections 5.1.7 (Plans) and 6.8 (Plans) of the Conservation Easement, Owner's use, operation and maintenance of the Property as a public park, plaza, and open space preserve shall be in accordance with such plan.

3. Enforcement.

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

B. Prior to taking any action under Paragraph 3.A, the District shall provide Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally describing the condition or event claimed by the District to be a breach of Owner's obligations that is either mailed or otherwise delivered by the District to Owner. The Notice shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

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

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

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

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

(iii) In no case shall liquidated damages exceed One Hundred Fifty Thousand dollars (\$150,000), 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.

E. The remedies set forth in this Paragraph 3 are in addition to and not intended to displace any other remedy available to either party as provided by this Covenant, the Conservation Easement, the common law or any other applicable local, state or federal law.

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

that Owner has control, is designed and carried out in such a way as to further the purpose of this Covenant.

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

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

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

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

8. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," and irrevocable offers of dedication encompassed within the

meaning of the phrase “unaccepted, recorded, irrevocable offers of dedication,” as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

[SIGNATURES AND ACKNOWLEDGEMENTS]

IN WITNESS WHEREOF, OWNER has executed this Recreation Conservation Covenant this _____ day of _____, 20__.

OWNER: COUNTY OF SONOMA

By: _____
Supervisor Rebecca Hermosillo, Chair, Board of Supervisors

ATTEST:

DISTRICT:
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: _____
Rebecca Hermosillo, President of the Board of Directors

ATTEST:

Noelle Francis, Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description
Certificate of Acceptance

EXHIBIT A
Legal Description

TRACT ONE

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

PARCEL ONE

Commencing at a point in the center of the State Highway leading from Santa Rosa to Cloverdale at Engineers Station 779+38.6 as shown on the survey thereof, known as Sonoma Route 1, Section "A", approved June 13, 1921; thence North 36°24' East 30 feet, more or less to an iron pipe on the northeasterly line of said highway; thence South 53°07' East along said line 78.4 feet to the POINT OF BEGINNING of the tract to be herein described; thence North 38°07' East 111.6 feet; thence South 50°10' East 26.4 feet; thence South 37°04' West 111.8 feet to a point on the northeasterly line of said highway; thence along said northeasterly line North 49°54' West 28.3 feet to the point of beginning.

PARCEL TWO

A right of away 8 feet in width reserved in the deed recorded April 15, 1938 in Book 451 of Official Records, Page 274, described as follows:

Beginning at the POINT OF BEGINNING in Parcel One above; thence North 38°07' East 111.6 feet to a point; thence North 50°10' West 8 feet to a point; thence South 38°07' West 111.6 feet more or less to a point on the northeasterly line of said state highway; thence South 53°07' East along said northeasterly line 8 feet to the point of beginning.

APN 140-100-012

Containing 0.07 acres, more or less

TRACT TWO

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

Commencing at a point in the center of the State Highway leading from Santa Rosa to Cloverdale at Engineers Station 779+38.6 as shown on the survey thereof, known as Sonoma Route 1, Section "A" approved June 13, 1921; thence North 36°24' East 30 feet, more or less to an iron pipe on the northeasterly line of said State Highway the actual PLACE OF COMMENCEMENT; thence from said place of commencement so established North 36°24' East 472.8 feet to a point on the southwesterly line of the lands of the Northwestern Pacific Railroad Company; thence South 47°08' East along said line 112.6 feet to an iron pipe; thence South 37°04' West 354.80 feet to a point; thence North 50°10' West 26.4 feet to a point; thence South 38°07' West 111.6 feet to an iron pipe on the northeasterly line of said State Highway; thence North 53°07' West along said line of said highway 78.4 feet to the place of commencement.

APN 140-100-013

Containing 1.11 acres, more or less


Tony Tamayo, Exp 3/31/2027



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

This is to certify that the interests in real property conveyed by the Recreation Conservation Covenant Agreement dated _____ from THE COUNTY OF SONOMA, 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 ("District"), is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation
and Open Space District

Dated: _____

By: _____
David Rabbitt,
President Board of
Directors

ATTEST:

Noelle Francis, Deputy Clerk of the Board of Directors

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

This is to certify that the interests in real property conveyed by the Recreation Conservation Covenant Agreement dated _____ from THE COUNTY OF SONOMA, 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 ("District"), is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. _____ of the Board of Directors, dated _____ and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation
and Open Space District

Dated: _____

By: _____
Rebecca Hermosillo,
President Board of Directors

ATTEST:

Noelle Francis,
Deputy Clerk of the Board of Directors

RECORDING REQUESTED BY AND RETURN TO:

Clerk of the Board of Directors

Sonoma County Agricultural

Preservation and Open Space District

575 Administration Drive, Room 102A

Santa Rosa, CA 95403

Recorded by government agency - Exempt from recording fees per Gov. Code §§ 27383, 27388.1, 27388.2

Interest acquired by government agency - Exempt from documentary transfer tax per Rev. & Tax. Code § 11922

IRREVOCABLE OFFER OF DEDICATION

(Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the COUNTY OF SONOMA ("Owner") hereby grants and makes 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, ("District") an irrevocable offer of dedication of the fee interest in the real property ("the Property") that is located in the community of Geyserville and is more particularly described in Exhibit "A" attached hereto and incorporated herein as though fully set forth. This offer may be accepted

by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain GEYSERVILLE COMMUNITY PLAZA RECREATION CONSERVATION COVENANT which Covenant has been recorded by Owner in favor of District on the same date as this Irrevocable Offer of Dedication is recorded with the Office of the Sonoma County Recorder.

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

[THIS AREA IS LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, OWNER has executed this Irrevocable Offer of Dedication this day of _____, 2026.

OWNER: COUNTY OF SONOMA

By: _____
Rebecca Hermosillo, Chair of the Board

ATTEST:

Noelle Francis, Deputy Clerk of the Board

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

EXHIBIT A
Legal Description

TRACT ONE

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

PARCEL ONE

Commencing at a point in the center of the State Highway leading from Santa Rosa to Cloverdale at Engineers Station 779+38.6 as shown on the survey thereof, known as Sonoma Route 1, Section "A", approved June 13, 1921; thence North 36°24' East 30 feet, more or less to an iron pipe on the northeasterly line of said highway; thence South 53°07' East along said line 78.4 feet to the POINT OF BEGINNING of the tract to be herein described; thence North 38°07' East 111.6 feet; thence South 50°10' East 26.4 feet; thence South 37°04' West 111.8 feet to a point on the northeasterly line of said highway; thence along said northeasterly line North 49°54' West 28.3 feet to the point of beginning.

PARCEL TWO

A right of away 8 feet in width reserved in the deed recorded April 15, 1938 in Book 451 of Official Records, Page 274, described as follows:

Beginning at the POINT OF BEGINNING in Parcel One above; thence North 38°07' East 111.6 feet to a point; thence North 50°10' West 8 feet to a point; thence South 38°07' West 111.6 feet more or less to a point on the northeasterly line of said state highway; thence South 53°07' East along said northeasterly line 8 feet to the point of beginning.

APN 140-100-012

Containing 0.07 acres, more or less

TRACT TWO

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

Commencing at a point in the center of the State Highway leading from Santa Rosa to Cloverdale at Engineers Station 779+38.6 as shown on the survey thereof, known as Sonoma Route 1, Section "A" approved June 13, 1921; thence North 36°24' East 30 feet, more or less to an iron pipe on the northeasterly line of said State Highway the actual PLACE OF COMMENCEMENT; thence from said place of commencement so established North 36°24' East 472.8 feet to a point on the southwesterly line of the lands of the Northwestern Pacific Railroad Company; thence South 47°08' East along said line 112.6 feet to an iron pipe; thence South 37°04' West 354.80 feet to a point; thence North 50°10' West 26.4 feet to a point; thence South 38°07' West 111.6 feet to an iron pipe on the northeasterly line of said State Highway; thence North 53°07' West along said line of said highway 78.4 feet to the place of commencement.

APN 140-100-013

Containing 1.11 acres, more or less

Tony Tamayo

Tony Tamayo, Exp 3/31/2027



				Agricultural lands Community density Healthy Communities Water Wildlands Project Evaluation Initiating Project Due Diligence Project Structure CE Negotiations Appraisal Process FOC BOD Escrow/Closing Purchase Price (BOD Approval over)																		
	Conservation Easement Project Name	Acreage (approx)	Sup. District	Vital Lands Initiative Goals				Step 1	Step 2				Step 3				Step 4				Project Phase	Comments
1	Bavarian Lion Vineyards	1,858	4																	Initiating Project	Project accepted; initiation pending	
2	Berry Forest Preserve	133	5																	Project Structure	Conducting survey work	
3	Bianchi Ranches - Two Rock	619	2																	Approvals/Baseline	Offer pending	
4	Crane Creek Ranch	290	1																	Initiating Project	Project accepted; initiation pending	
5	Crawford Gulch	92	5																	Project Structure	Developing draft conservation easement terms and maps	
6	Deniz Ernest & Beverly Trust	217	2																	Project Structure	Negotiating conservation easement terms.	
7	Deniz Family Farm	315	2																	Negotiations	Negotiating conservation easement terms.	
8	Diamond W Ranch	849	2													+				Approvals/Baseline	Appraisal contract underway, baseline report initiated.	
9	Gill Creek Confluence	51	4																	Negotiations	Negotiating CE with the landowner	
10	Ielmorini Ranch - Sonoma Mountain	417	2																	Project Structure	Completing due diligence.	
11	Laguna Oakwild	150	5																	Project Structure	Developing draft conservation easement terms and maps	
12	Landwell	22	5																	Project Structure	Developing draft conservation easement	
13	Limping Turkey Ranch	158	2																	Initiating Project	Project accepted; initiating pending	
14	Little Rancheria Creek	276	5																	Project Structure	Developing draft conservation easement terms and maps	
15	Lobban - Mark West Creek	274	1																	Negotiations	Negotiating trail easement provisions.	
16	Nadale Ranch	390	2																	Initiating Project	Project accepted; initiation pending	
17	Osprey Hill Ranch	347	5										+							Negotiations	Negotiating CE.	
18	Peters Ranch	278	2																	Negotiations	Negotiating CE with the landowner	
19	Preston Farm	133	4									+		+						Project Structure	Restarting project	
20	Roberts Oaks	411	1										N/A		+					Appraisal Process	Appraisal Phase - FOC meeting May 7th	
21	Sea Way	245	5																	Negotiations	Project Structure	
22	Sonoma Mountain Views - Coal Mine Creek	681	2																	Due Diligence	Completing due diligence.	
23	South Fork Gualala River	299	5																	Negotiations	Negotiating CE	
24	South Sonoma Mountain - Grove	371	1 & 2																	Approvals/Baseline	Offer pending	
25	South Sonoma Mountain - Rodgers Creek North	393	1 & 2																	Approvals/Baseline	Offer pending	
26	South Sonoma Mountain - Rodgers Creek South	421	2																	Approvals/Baseline	Offer pending	
27	South Sonoma Mountain - Skyline	480	1 & 2																	Approvals/Baseline	Offer pending	
28	Starrett Hill	319	5																	Negotiations	Draft CE in internal review	
29	Willow Avenue Farm	8	2																	Negotiations	Negotiating CE	
30	Witt Home Ranch	395	2																	Project Structure	Developing project structure.	
Total Acres		10,890																				

+ indicates change in phase since last update

On Hold projects																					
1	Bucher-Russell Ranch	562	4																	On-Hold	On hold as property listed for sale
2	Lafranchi		5																	On-Hold	On hold at request of owner
3	Laguna Edge	29	5																	On-Hold	Project is on hold at landowner's request
4	Nolan Creek 1	317	5																	On-Hold	Project Structure - development
5	Nolan Creek 2	171	5																	On-Hold	Project Structure - development
6	Nolan Creek 3	49	5																	On-Hold	Project Structure - development
7	Oak Ridge Angus (LaFranchi)		4																	On-Hold	On hold
9	Reynoso Vineyard	395	4																	On-Hold	On-Hold due to landowner finances Site Evaluation October 16
10	Rincon Hills	218	1																	On-Hold	Updating project structure/transaction
21	Rowland Mack	168	1																	On-Hold	Appraisal work underway + internal review of CE
11	Russian River Habitat Restoration	63	4																	On-Hold	On-Hold
12	Spring Hill Ranch	579	2																	On-Hold	On hold pending subordination of loans

Acquisition Project Status Chart | Matching Grant Projects

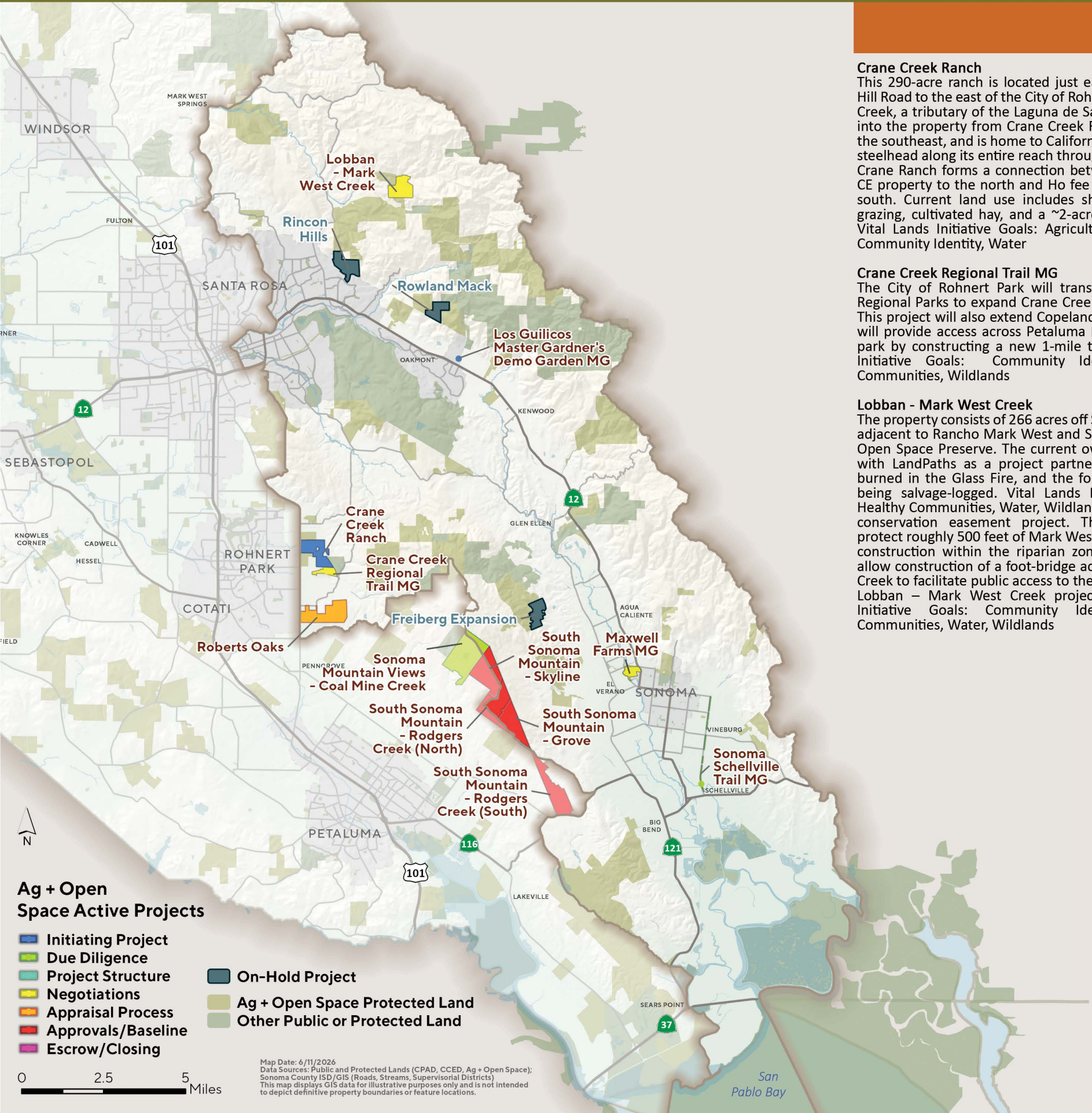
Sonoma County Agricultural Preservation and Open Space District

6/15/2026

			Initiating Project Due Diligence Project Structure CE Negotiations Appraisal Process FOC BOD Escrow/Closing Implementation + Tracking Match										
Matching Grant Project Name	Acreage (approx)	Sup. District	Step 2				Step 3			Step 4	Step 5	Status	Comments
A Place to Play	87	5					N/A			N/A		Due Diligence	Completing due diligence.
AmeriCorps Trail	11	5							+	+	+	Post-Closing	Project closed, monitoring match and ongoing compliance.
Badger Park	20	4										Negotiations	Negotiating legal agreements.
Bodega Bay Trail	179	5										Project Structure	Continued due diligence by Regional Parks for project design.
Colgan Creek Phase 4 MG	22	3							+	+		Escrow/Closing	BOD May 12th. Closing Expected in June.
Colgan Creek Phase 5 MG	4	3										Initiating Project	Paused until close of Phase 4.
Crane Creek Regional Trail	73	1										Negotiations	Regional Parks trail plans in redesign due to cultural resources found
Denman Reach	2	2										Negotiations	Pending McNear Peninsula amendment.
Geyserville Community Plaza	1	4										Negotiations	Negotiating legal agreements. Bringing to FOC and Board in July or August
Graton Town Square	0.6	5										Post-Closing	Monitoring match and ongoing compliance
Guerneville River Park Phase 2	5	5										Project Structure	Re-initiating negotiations with Regional Parks to discuss easement terms and extent.
Helen Putnam Regional Park Extension	22	2					N/A					Post-Closing	Monitoring match and ongoing compliance
Laura Fish Somersal Park	37	4										Negotiations	Negotiating legal agreements
Los Guilicos Master Gardeners' Demonstration Garden	5	1										Initiating Project	Initiating project
Maxwell Farms	81	1					N/A					Negotiations	Ag + Open Space has drafted CE using new boilerplate and sent to Regional Parks for review.
Occidental Community Plaza	0.7	5										Initiating Project	Completing due diligence.
Petaluma Bounty Community Farm	3	2										Initiating Project	Paused to find new sponsor
Petaluma River Park	28	2										Negotiations	Developing legal agreements with grantee.
Roseland Creek Community Park - Phase 1c	3	3										Negotiations	Negotiating legal agreements
Russian River Community Park	3.8	5										Due Diligence	Completing due diligence.
Sonoma Schellville Trail	14	1										Due Diligence	Completing due diligence.
Steamer Landing Park Development (McNear Peninsula)	10**	2										Negotiations	MGA and RC under review by City of Petaluma.
Tierra de Rosas	1	3					+	+				Approvals/Baseline	Negotiating legal agreements. Bringing project to FOC and Board in July.
Tom Schopflin Fields Phase 2	21	4					+	+				Approvals/Baseline	Negotiating legal agreements
Total Acres		624.1											

** Restoration/Development Project on previous acquisition.

[illegible]



Active Projects

Crane Creek Ranch
This 290-acre ranch is located just east of Petaluma Hill Road to the east of the City of Rohnert Park. Crane Creek, a tributary of the Laguna de Santa Rosa, flows into the property from Crane Creek Regional Park to the southeast, and is home to California Central Coast steelhead along its entire reach through the property. Crane Ranch forms a connection between the Crane CE property to the north and Ho fee property to the south. Current land use includes sheep and cattle grazing, cultivated hay, and a ~2-acre plot for hops. Vital Lands Initiative Goals: Agricultural Lands and Community Identity, Water

Crane Creek Regional Trail MG
The City of Rohnert Park will transfer 75 acres to Regional Parks to expand Crane Creek Regional Park. This project will also extend Copeland Creek trail and will provide access across Petaluma Hill Road to the park by constructing a new 1-mile trail. Vital Lands Initiative Goals: Community Identity, Healthy Communities, Wildlands

Lobban - Mark West Creek
The property consists of 266 acres off St. Helena Road, adjacent to Rancho Mark West and Saddle Mountain Open Space Preserve. The current owner is working with LandPaths as a project partner. The property burned in the Glass Fire, and the forest is currently being salvage-logged. Vital Lands Initiative Goals: Healthy Communities, Water, Wildlands conservation easement project. The project will protect roughly 500 feet of Mark West Creek, prevent construction within the riparian zone, and it could allow construction of a foot-bridge across Mark West Creek to facilitate public access to the larger 266-acre Lobban – Mark West Creek project. Vital Lands Initiative Goals: Community Identity, Healthy Communities, Water, Wildlands

Los Guilicos Master Gardner's Demonstration Garden MG
A project of the University of California Master Gardeners of Sonoma County, will transform a once-devastated parcel on the Los Guilicos campus—burned in the 2020 Glass Fire—into a thriving, educational space. With support from the Community Spaces Matching Grant Program, the Master Gardeners will create a fully accessible demonstration garden, showcasing sustainable gardening practices that support native habitats, promote wildlife-friendly landscapes, address food insecurity, and enhance climate resilience. Visitors will have the opportunity to engage in hands-on learning through themed gardens and a state-of-the-art greenhouse classroom. Planned features include an oak arbor picnic area, a children's garden expansion, a native plants garden, an outdoor classroom, a fire-resilient garden, a greenhouse and shade house, an expanded orchard, and an outdoor nature classroom—offering a welcoming space for education, inspiration, and community connection

Maxwell Farms MG
Regional Parks will construct park improvements to create new recreational opportunities at this existing park. Park amenities such as restrooms and trails will be constructed. Regional Parks is also partnering with the Sonoma Ecology Center to implement restoration on a 0.25 mile stretch of Sonoma Creek. Vital Lands Initiative Goals: Community Identity, Healthy Communities, Water

Roberts Oaks
Roberts Oaks is approximately 412 acres sited directly east of Rohnert Park across Petaluma Hill Road. The property has a 4.5-acre spring fed pond, undulating mature oak woodlands with spectacular views in multiple directions. With its spectacular scenery and proximity to urban populations, Ag + Open Space will acquire the property in fee and transfer it to Regional Parks. The property's excellent access, unique topography, water and habitat features including numerous wooded and shady glades with bucolic views tee it up to be an outstanding park.

Sonoma Schellville Trail MG
In the mid-1980's, Sonoma County Regional Parks began their work to buy a railroad right of way in Schellville to fill a critical gap in the local and regional trail system. Regional Parks will be able to leverage Matching Grant funds to finally purchase the remaining land and build a trail that will connect local and regional trail systems, including the San Francisco Bay Trail that connects 47 cities across 9 counties.

South Sonoma Mountain - Grove
This 369-acre property, near the summit of Sonoma Mountain, shares a boundary with Moon Ranch and George Ranch. The property is located at the terminus of Grove Street and is entirely within the Sonoma Mountain Scenic Landscape Unit. A conservation easement will further the landowner's goals of having this property remain as open space for grazing and limited residential development. Vital Lands Initiative Goals: Agricultural lands, Community Identity, Water, and Wildlands

South Sonoma Mountain - Rogers Creek (North & South)
This 813-acre property is comprised of two parcels. The northwest half of the property is in the Sonoma Mountain Scenic Landscape Unit and the southeastern boundary is Stage Gulch Road. A conservation easement will further the landowner's goals of having this property remain as open space for grazing, some vineyard use, and limited residential development. The northern part of the property is contiguous with Moon Ranch and George Ranch. Ellis, Lafferty, and Rodgers Creek, all intermittent, are located on the property. Rodgers Creek hosts threatened steelhead. Vital Lands Initiative Goals: Agricultural lands, Community Identity, Water, and Wildlands

South Sonoma Mountain - Skyline
This project will place a conservation easement on a 491-acre property so it remains as open space for wildlife habitat, grazing and limited residential use. The property is contiguous with George Ranch and quite visible given its location near the summit of Sonoma Mountain. The northwest half of the property is in the Sonoma Mountain Scenic Landscape Unit. Rodgers and Lafferty Creeks, two intermittent creeks, are located on the property. Rodgers Creek hosts threatened steelhead and is potential habitat for yellow-legged frog. Vital Lands Initiative Goals: Agricultural lands, Community Identity, Water, and Wildlands

On Hold

Freiberg Expansion
Located on the eastern face of Sonoma Mountain, the Freiberg property is visible from the Sonoma Valley. The 182-acres include rolling hills and oak woodland. This property is part of a larger cluster of easement-protected properties that protect wildlife habitat. Ag + Open Space conserved the property with a conservation easement in 1995.

Rincon Hills
Ag + Open Space would purchase a conservation easement on this 218-acre property within the Santa Rosa City Limits. The property is adjacent to Saddle Mountain Open Space Preserve to the northeast, and City zoning could allow subdivision into more than 2

Rowland Mack
This project includes a conservation easement over a 168-acre property south of and adjacent to the El Recreo conservation easement and the Lawson Addition to Hood Mountain Regional Park & Open Space Preserve. This acquisition would expand protection along the southern Mayacamas Mountains and possibly facilitate expansion of the park. This property is in the Badger Creek watershed ? a tributary to Santa Rosa Creek, a steelhead stream. Vital Lands Initiative Goals: Community Identity, Healthy Communities, Water, Wildlands

Active Projects

Bianchi Ranches - Two Rock

Bianchi Ranches - Two Rock is a 632 acre property which seeks the protection of an agricultural based conservation easement over three contiguous ranches. Presently, Ag + Open Space is working with the owner on an NCRS application for grant monies.

Deniz Ernest & Beverly Trust

This project includes a conservation easement on a 217-acre property on the western slope of Sonoma Mountain within the Sonoma Mountain Scenic Landscape Unit. Adobe Creek, a tributary to the Petaluma River, crosses the property. A conservation easement would preserve the land for agricultural production. Vital Lands Initiative Goals: Agricultural Lands, Community Identity, Water

Deniz Family Farm

This project includes a conservation easement on a 315-acre property on the western slope of Sonoma Mountain within the Sonoma Mountain Scenic Landscape Unit. A mile of Lynch Creek, a tributary to the Petaluma River, flows across the property. Based on existing legal lots and zoning, the property could be subdivided into nine separate ownerships.Vital Lands Initiative Goals: Agricultural Lands, Community Identity, Water

Denman Reach MG

The City of Petaluma seeks to acquire a 2.1-acre parcel that is pivotal to the completion of a larger 23.5-acre riparian restoration, public trail, environmental education, and flood control project on the Petaluma River. Vital Lands Initiative Goals: Healthy Communities, Community Identity, Water, Wildlands

Diamond W Ranch

This is certified organic 850-acre dairy near Valley Ford and Two Rock. It has a small stretch of Stemple Creek and is highly visible along Bodega Ave/Valley Ford Rd and Roblar Rd. The family would like to retire all but two of the nine development rights. A conservation easement would protect a large and highly productive agricultural property from parcelization and potential conversion out of agricultural use. Vital Lands Initiative Goals: Agricultural Lands, Water, Wildlands.

Ielmorini Ranch - Sonoma Mountain

This 417-acre cattle ranch is located northeast of Petaluma on the lower slopes of Sonoma Mountain. There is a year-round stream, Washington Creek, on the property, and the landowner has expressed interest in riparian conservation as well as continued

Limping Turkey Ranch

This 158-acre ranch is located between the Mattos and Camozzi conservation easements. The property's grasslands, terrain, abundant water, and adjacency to other agricultural lands make it a critical addition to a large block of agricultural conservation easements in the area. It is at high risk of conversion to rural residential homes because it has already been subdivided and prepared for development with wells, perc tests, and defined legal lots. A conservation easement on this property would likely consist of an amendment to the Camozzi easement to add this land with protection of its natural resource values. Vital Lands Initiative Goals: Agricultural Lands, Community Identity, Water, Wildlands

Nadale Ranch

This is a 389.5 acre property west of Petaluma. Historically operated as an independent ranch and dairy, it is now leased to a neighboring dairy producer. The property contains sweeping views of Petaluma and Marin County, and is at the dividing point between three watersheds. Conservation will protect the scenic vistas from development and prevent subdivision and conversion from agricultural use. Vital Lands Initiative Goals: Agricultural Lands, Community Identity

Petaluma Bounty Community Farm MG

For over 15 years, Petaluma People's Services' Bounty Community Farm has grown and sold affordable, locally-grown fruits and vegetables in the center of Petaluma, while prioritizing the creation of opportunities for low-income and vulnerable community members to have fresh and healthy food. Matching Grant funds will help them purchase the land they've long farmed and continue their work of bringing fresh, healthy food and sustainable agricultural education to their community

Petaluma River Park MG

The Petaluma River Park Foundation will construct initial public recreational improvements on their recently acquired 10-acre parcel on McNear Peninsula, adjacent to Steamer Landing Park.These improvements will include trails, docks, plantings, and restrooms. Vital Lands Initiative Goals: Community Identity, Healthy Communities, Wildlands

Peters Ranch

This project would include a conservation easement over a 277-acre dairy farm, located on Llano Road near the Laguna Treatment Plant. The property consists of rolling hills with mature oaks, woodlands, wetlands, and riparian habitats. Split by Laguna de Santa Rosa, it supports an active wildlife and recreation corridor. George McClelland, the owner and a respected Sonoma County dairy operator, intends to maintain and expand dairy operations whilst preserving the natural resources of a complex pasture, wetland, woodland, and riparian parcel. Vital Lands Initiative Goals: Agriculture Lands, Community Identity and Water.

South Sonoma Mountain Views - Coal Mine Creek

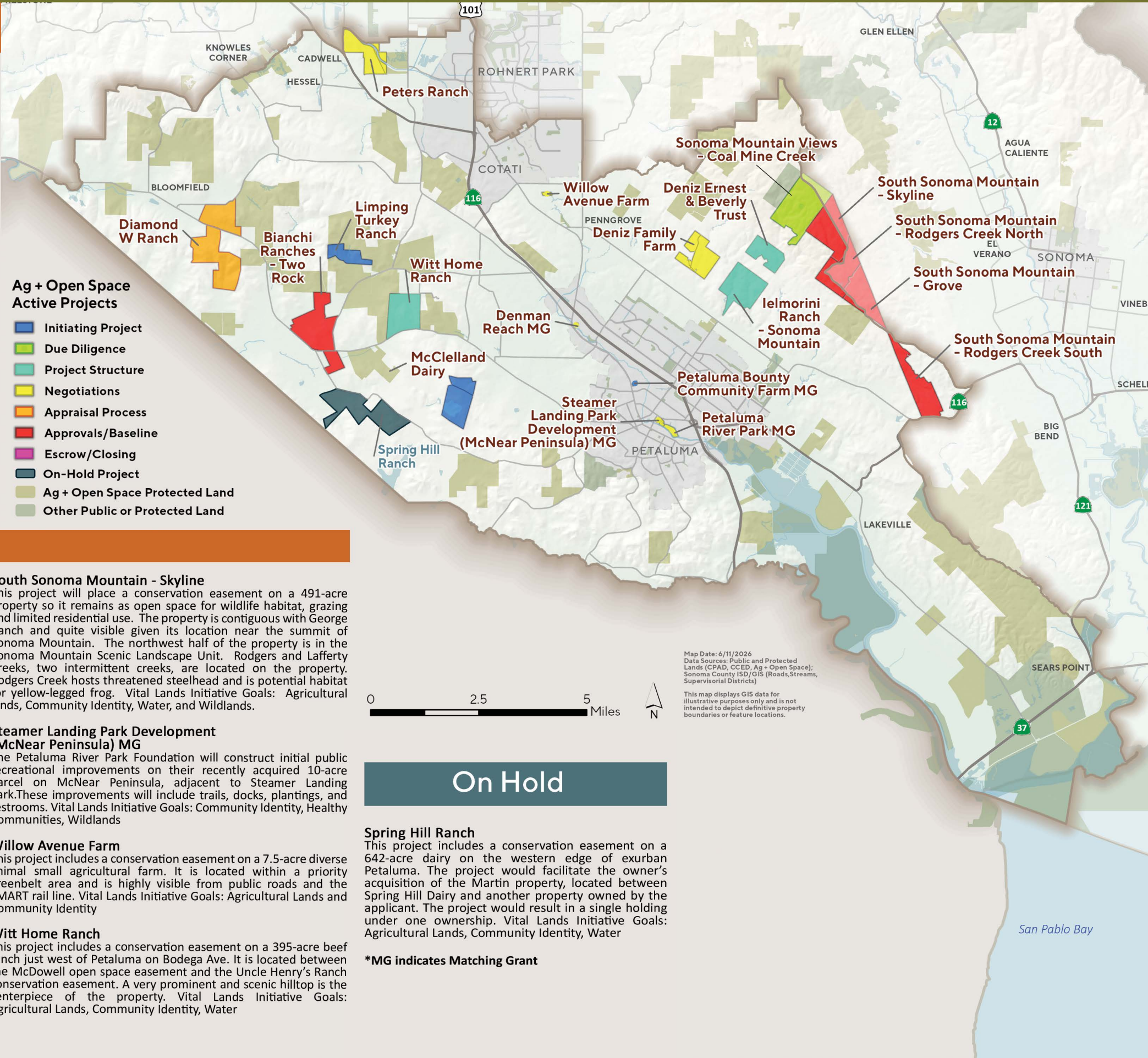
This 681-acre ranch located on the western slope of Sonoma Mountain. This family-owned ranch is operated as part of a larger complex, and is completely undeveloped, with wide spaces of open grasslands and oak savannah.

South Sonoma Mountain - Grove

This 369-acre property, near the summit of Sonoma Mountain, shares a boundary with Moon Ranch and George Ranch. The property is located at the terminus of Grove Street and is entirely within the Sonoma Mountain Scenic Landscape Unit. A conservation easement will further the landowner's goals of having this property remain as open space for grazing and limited residential development. Vital Lands Initiative Goals: Agricultural lands, Community Identity, Water, and Wildlands

South Sonoma Mountain - Rogers Creek (North & South)

This 813-acre property is comprised of two parcels. The northwest half of the property is in the Sonoma Mountain Scenic Landscape Unit and the southeastern boundary is Stage Gulch Road. A conservation easement will further the landowner's goals of having this property remain as open space for grazing, some vineyard use, and limited residential development. The northern part of the property is contiguous with Moon Ranch and George Ranch. Ellis, Lafferty, and Rodgers Creek, all intermittent, are located on the property. Rodgers Creek hosts threatened steelhead. Vital Lands Initiative Goals: Agricultural lands, Community Identity, Water, and Wildlands



Ag + Open Space Active Projects

- Initiating Project
- Due Diligence
- Project Structure
- Negotiations
- Appraisal Process
- Approvals/Baseline
- Escrow/Closing
- On-Hold Project
- Ag + Open Space Protected Land
- Other Public or Protected Land

South Sonoma Mountain - Skyline

This project will place a conservation easement on a 491-acre property so it remains as open space for wildlife habitat, grazing and limited residential use. The property is contiguous with George Ranch and quite visible given its location near the summit of Sonoma Mountain. The northwest half of the property is in the Sonoma Mountain Scenic Landscape Unit. Rodgers and Lafferty Creeks, two intermittent creeks, are located on the property. Rodgers Creek hosts threatened steelhead and is potential habitat for yellow-legged frog. Vital Lands Initiative Goals: Agricultural lands, Community Identity, Water, and Wildlands.

Steamer Landing Park Development (McNear Peninsula) MG

The Petaluma River Park Foundation will construct initial public recreational improvements on their recently acquired 10-acre parcel on McNear Peninsula, adjacent to Steamer Landing Park.These improvements will include trails, docks, plantings, and restrooms. Vital Lands Initiative Goals: Community Identity, Healthy Communities, Wildlands

Willow Avenue Farm

This project includes a conservation easement on a 7.5-acre diverse animal small agricultural farm. It is located within a priority greenbelt area and is highly visible from public roads and the SMART rail line. Vital Lands Initiative Goals: Agricultural Lands and Community Identity

Witt Home Ranch

This project includes a conservation easement on a 395-acre beef ranch just west of Petaluma on Bodega Ave. It is located between the McDowell open space easement and the Uncle Henry's Ranch conservation easement. A very prominent and scenic hilltop is the centerpiece of the property. Vital Lands Initiative Goals: Agricultural Lands, Community Identity, Water

On Hold

Spring Hill Ranch

This project includes a conservation easement on a 642-acre dairy on the western edge of exurban Petaluma. The project would facilitate the owner's acquisition of the Martin property, located between Spring Hill Dairy and another property owned by the applicant. The project would result in a single holding under one ownership. Vital Lands Initiative Goals: Agricultural Lands, Community Identity, Water

*MG indicates Matching Grant

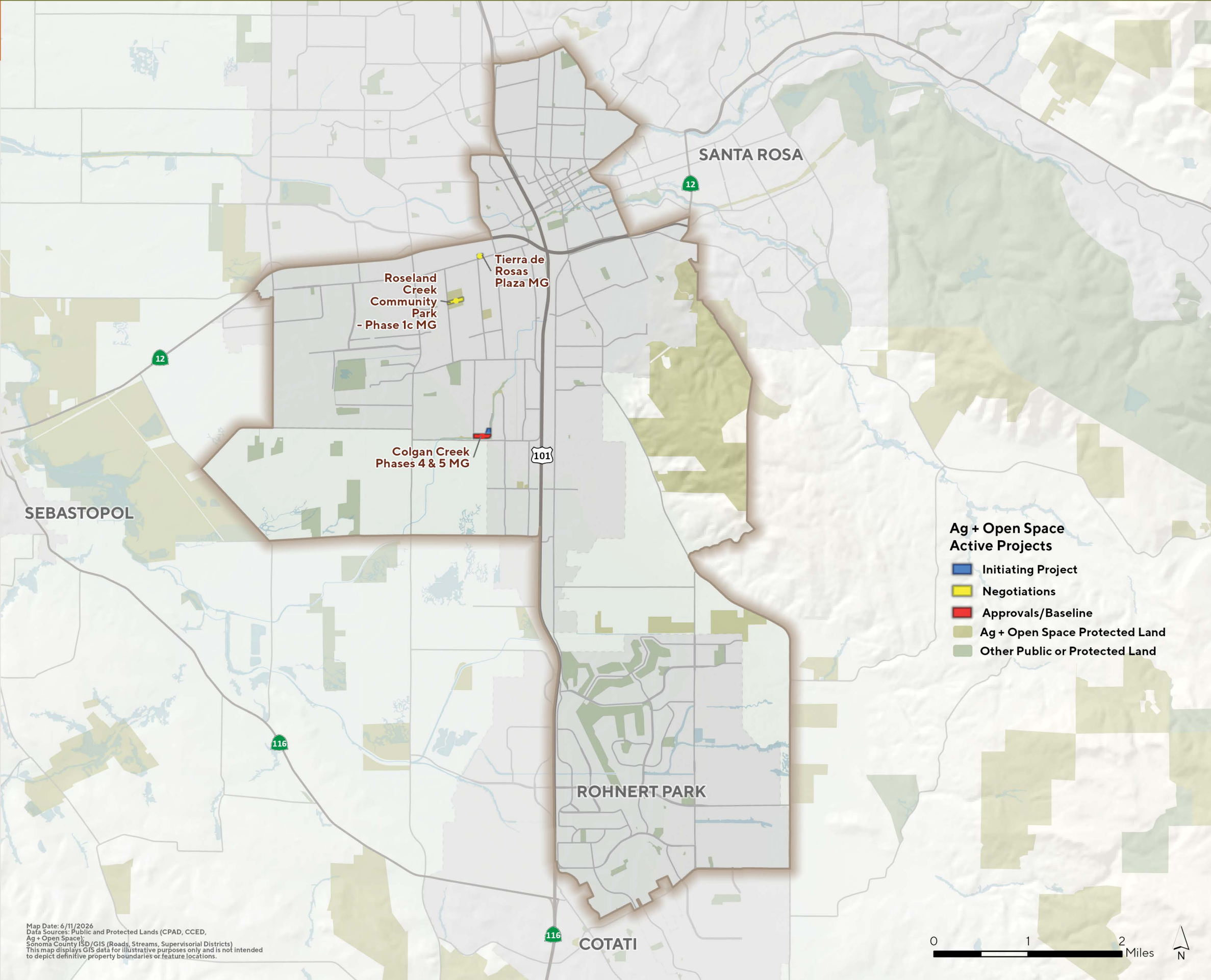
Active Projects

Colgan Creek Phase 4 & 5 MG
This project is for the acquisition of a 4-acre parcel adjacent to the existing Colgan Creek restoration, park development and trail project. This additional parcel will allow increased creek meander in the ongoing creek restoration effort, and will provide additional land for additional recreational development, including a neighborhood park. Vital Lands Initiative Goals: Healthy Communities, Water

Roseland Creek Community Park - Phase 1c MG
This project is a 3-acre addition to Roseland 1a and 1b Community Park Matching Grant projects. We are working with the City of Santa Rosa to amend and replace the 1a and 1b conservation easements, so that there is one easement over the new park. This park is located between Burbank Ave and McMinn Ave in the Roseland neighborhood of Santa Rosa. Vital Lands Initiative Goals: Healthy Communities, Water

Tierra de Rosas Plaza MG
As part of long-term dream of the Roseland community, the Sonoma County Community Development Commission's Tierra de Rosas project will create an open green space in the heart of a major mixed-use development. In addition to the beloved Mitote Food Park, this park will be a core element of the plan to convert what is mostly parking lots and empty storefronts into a vibrant gathering, celebration, and recreation hub for Roseland residents

***MG indicates Matching Grant**



Active Projects

Badger Park MG
This Matching Grant Program project will protect via conservation easement up to 20 acres of parkland within the City of Healdsburg. The Badger Park Improvements and River Access project will officially incorporate the Russian River into Badger Park, providing the City's first authorized river access point. The project will also construct improvements and infrastructure needed to accommodate river access. Vital Lands Initiative Goals: Healthy Communities

Bavarian Lion Vineyards
This 1,858-acre conservation easement project in Knights Valley supports a mix of vineyard, grazing land, and moderately rugged wildland adjacent to the Pepperwood Preserve. It is positioned within an important wildlife corridor and hosts valley oak woodland, Coast redwood, and freshwater marsh. Franz Creek, a steelhead creek, and Redwood Creek, a steelhead and coho creek, flow across the property. Foothill yellow-legged frog, Kenwood Marsh checkerbloom, red-bellied newt, western pond turtle, and Sebastopol meadowfoam have all been observed on the property. Vital Lands Initiative Goals: Wildlands, Water, Agricultural Lands, and Community Identity

Geyserville Community Plaza MG
With our first Matching Grant project in Geyserville, the Sonoma County Public Infrastructure Department and the Geyserville Municipal Advisory Council will help create the community's first public park. Centrally located, and alongside the planned Smart Trail tracks and Great Redwood Trail, this park will create a more accessible way for residents to get outside and serve as a gathering space for beloved annual events. The park will also support the town's climate resilience with designs that will offer flood protection and a shaded areas for residents to cool down during hot weather. Vital Lands Initiative Goals: Healthy Communities

Gill Creek Confluence
This is a 51-acre property north of Geyserville. A conservation easement would provide an opportunity to protect and allow for restoration of Gill Creek and over 10 acres of Russian River floodplain. Vital Lands Initiative Goals: Water and Wildlands.

Laura Fish Somersal Park MG
With funding from the Matching Grant Program, the City of Healdsburg will construct new park facilities on their recently acquired 33-acre property in northern Healdsburg. The park will eventually provide connectivity via a public trail to Healdsburg Ridge Open Space Preserve. Vital Lands Initiative Goals: Healthy Communities

Preston Farm
This project includes a conservation easement on 120 acres of agricultural land on the southwest side of Dry Creek. There is a narrow band of riparian habitat along Dry Creek and Pena Creek, but most of the property is developed or under intensive agricultural use. The landowners would like to convert more of the property to natural resource restoration and transition ownership to a community-based, education-focused farm. Staff is developing a complex project structure that will protect the agricultural values while enabling restoration of riparian habitat. Vital Lands Initiative Goals: Agricultural Lands, Community Identity, Water, Wildlands

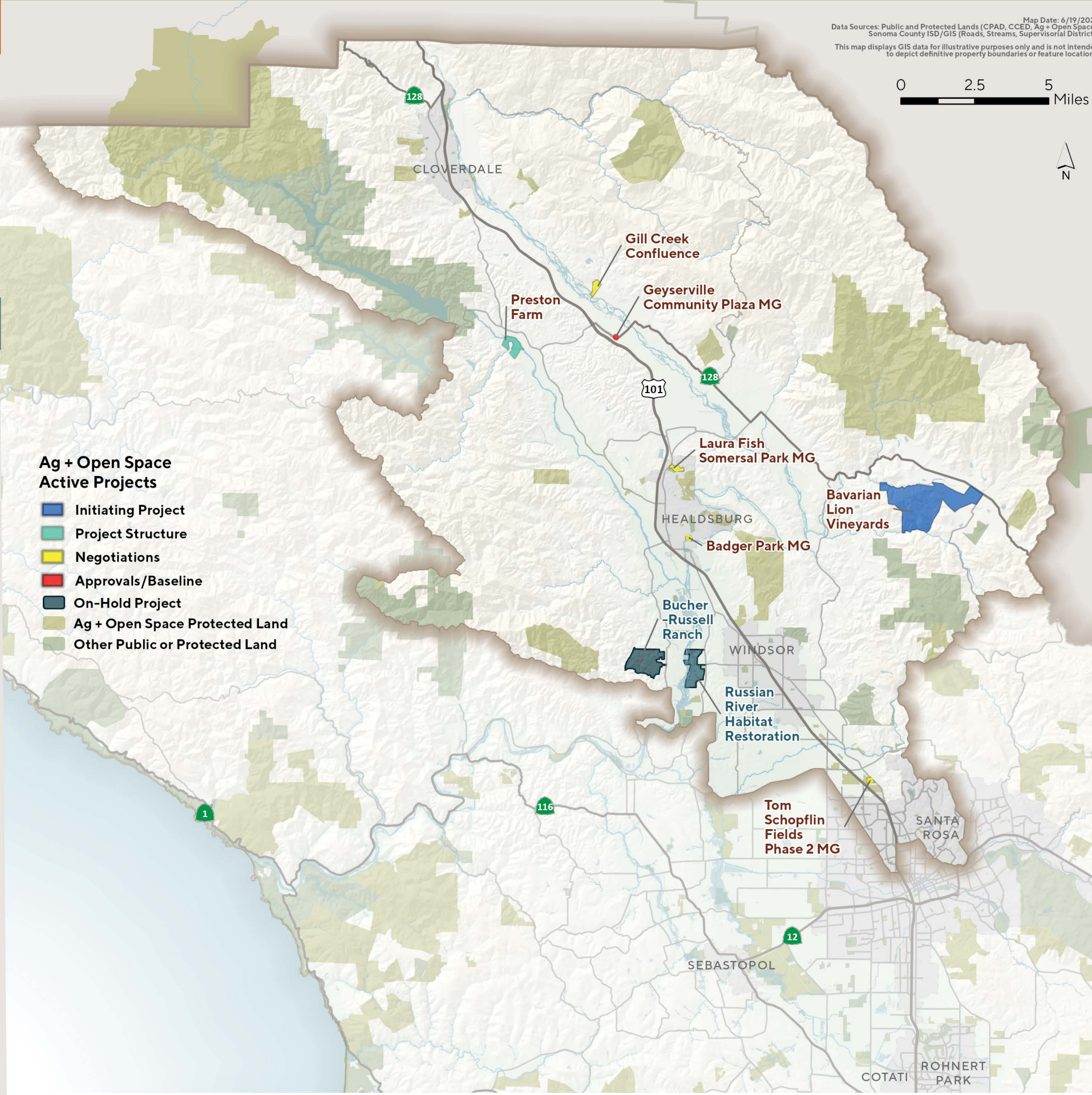
*MG indicates Matching Grant

Tom Schopflin Fields Phase 2 MG
The proposed project will bring a much-needed all-weather soccer field to Santa Rosa, creating more opportunities for underrepresented minority youth to play, train, and build community. With a shortage of accessible sports facilities in the area, this project will provide a vital outdoor space for recreation and connection. Funding from the Community Spaces Matching Grant Program will support the final design, permitting, and installation of the new field for Atlético Santa Rosa, including drainage, field base preparation, and turf installation. These improvements will not only expand public recreation opportunities at Tom Schopflin Fields but also help foster a more diverse and inclusive soccer community in Santa Rosa.

On Hold

Bucher-Russell Ranch
This project comprises a pair of properties totaling 561.56-acres in Sonoma County, just off Westside Road and west of the Town of Windsor, and a short way east of the Pryor Ranch Conservation Easement. The Bucher portion of the ranch has been operated as a dairy in the recent past but is now used for cattle grazing and vineyards. If conserved, the two properties would protect a large block of farmland, mature oaks, and steelhead habitat

Russian River Habitat Restoration
This project is in partnership with Endangered Habitats Conservancy and Hanson Aggregates. There are several parcels that were mined for gravel by Hanson Aggregates, which are now proposed to be part of a restoration project. The land will eventually be conveyed to Regional Parks and Ag + Open Space will hold a conservation easement over all or a portion of the 63 acres of the proposed restoration project. Vital Lands Initiative Goals: Healthy Communities, Water, Wildlands



Active Projects

A Place to Play MG
With funding from the Matching Grant Program, the City of Santa Rosa will construct the first all weather multi-sport fields at the existing park. Vital Lands Initiative Goals: Healthy Communities

Americorps Trail MG
This trail project is a partnership with the City of Sebastopol. Located east of Morris Avenue on approximately 11 acres near the Laguna de Santa Rosa, the project consists of trail improvements, including a boardwalk, entrance signs and trailhead improvements, and a bridge across Zimpher Creek, connecting to Highway 12. Vital Lands Initiative Goals: Community Identity, Healthy Communities, Water

Berry Forest Preserve
This 132.63-acre conservation easement project located south of Monte Rio, is a forested property comprised of coast redwood, Douglas-fir, and tanoak forest that is adjacent to the future Starrett Hill Conservation Easement. Mesa Grande Gulch, a tributary to Russian River, flows across the property. It is positioned within an important wildlife corridor and has the potential to host, California giant salamander, northern spotted owl, and Sonoma tree vole. Vital Lands Initiative Goals: Wildlands and Community Identity.

Bodega Bay Trail, North Harbor MG
With funding from the Matching Grant Program, Sonoma County Regional Parks will construct a 0.6-mile trail from the Bodega Bay Community Center to the Bay. This will extend existing trail connections and provide pedestrian and bicycle access off of Highway 1. Vital Lands Initiative Goals: Healthy Communities

Chanslor Ranch
This is a conservation easement acquisition over the 378-acre Chanslor Ranch in partnership with Sonoma County Regional Parks to establish more parkland on the Sonoma Coast. Chanslor Ranch is adjacent to the Colliss conservation easement, Sonoma Coast State Park, and Carrington Coast Ranch Regional Park and OSP. The property hosts a variety of habitat types including Western North American Freshwater Marsh and native grasses. A portion of Salmon Creek runs through the property and hosts steelhead and freshwater shrimp. The property helps conserve a highly scenic piece of the Sonoma County coastline that is visible from Highway 1 and Carrington Coast Ranch Regional Park and OSP. Vital Lands Initiative Goals: Water, Wildlands, Community Identity and Healthy Communities

Crawford Gulch
This 92-acre acquisition is a partnership with Sweetwater Springs Water District and the Monte Rio Recreation and Park District. Vital Lands Initiative Goals: Water, Wildlands, and Healthy Communities

Guerneville River Park Phase 2 MG
This 0.53-acre property is located immediately east of the Highway 116 bridge across the Russian River from Guerneville. The 1.17-acre Guerneville River Park, lies both east and west of the bridge. The park was developed in 2007. The fee acquisition is a 0.53-acre (23,053 square foot) portion of the 1.17-acre parcel. The property is undeveloped except for an old barn, and a paved emergency road from neighboring properties to the Highway 116 bridge. Vital Lands Initiative Goals: Healthy Communities

Laguna Oakwild
This 149.88-acre prperty is located northwest of Santa Rosa near the confluence of Mark West Creek and the Laguna de Santa Rosa. Mark West Creek flows through the property, and backwaters into a large wetland complex used by migratory waterfowl. The remainder of the property has been a family farm for most of the last century, and is a mix of beef cattle grazing and vineyards. A conservation easement will protect the wetlands and streams, while allowing for continued agricultural production.

*MG indicates Matching Grant

Landwell
This is a 21.66-acre property located west of Sebastopol and along Jonive Creek, which supports steelhead trout and other aquatic species. The property has been recently acquired by an affordable housing cooperative, which plans to offer educational opportunities and expand existing small-scale farming operations. Conservation of the property will support the farming operation and establish protections for the riparian corridor and floodplain wetlands.

Little Rancheria Creek
This 276.16-acre conservation easement project located directly south of the Gloeckner-Turner Ranch Conservation Easement and two miles east of the Warm Springs arm of the Lake Sonoma Reservoir. The property is aligned along Little Rancheria Creek, a year-round steelhead-bearing stream that flows across the property. The property features redwood, Douglas-fir, mixed-hardwood, and riparian forest, as well as areas of manzanita and chaparral. Vital Lands Initiative Goals: Water and Wildlands.

Occidental Community Plaza
The Sonoma County Public Infrastructure Department is working to transform an underused lot in the heart of Occidental into the town's first public community open space. This vibrant new gathering place will provide opportunities for recreation and connection for residents and visitors alike. With support from the Community Spaces Matching Grant Program, the project will fund conceptual plans, construction documents, permits, bike racks, interpretive signage, railings, and landscaped vegetated swales. Additionally, grading and fill work will elevate the park to match the height of the existing public parking lot, ensuring accessibility for all.

Osprey Hill Ranch
This is a 347-acre scenic coastal property north of Bodega Pay. The property is direct south of Sonoma Coast State Park – Red Hill Addition and Wright Hill Ranch Regional & Open Space Preserve, and east of Highway 1. The property features wetland and aquatic habitats suitable for restoration. A conservation easement would protect the property from development and will preserve the coastal scenic viewshed. Vital Lands Initiative Goals: Community Identity, Water, and Wildlands.

Russian River Community Park
The Sonoma County Public Infrastructure Department is using Community Spaces Matching Grant funding to create a much-needed community park in the heart of Guerneville. This rare, flat open space—located near downtown and adjacent to the Guerneville County Park and Ride—offers an ideal setting for recreation and gathering. The site, which features Liverau Creek and valuable riparian habitat, will be thoughtfully designed to balance natural restoration with community use. Planned improvements include creek restoration, a stormwater treatment swale, an open grass multi-use field, a natural play structure, a community garden, picnic areas, dog parks, an amphitheater, a nature trail, restrooms, and permeable parking. This park will provide a welcoming space for residents and visitors alike, fostering recreation, connection, and environmental stewardship

Sea Way
This is a 245.27-acre property in coastal headlands near Bodega Bay. The propretty was used for cattle ranching until the mid-1980s, after which it was largely left to nature, except for a small home and lavender farm on one part of the property. The property is in a priority greenbelt area and is highly visible from Highway 1 and Bodega Bay. The conservation easement will limit development and preserve views and natural habitat.

South Fork Gualala
This 299-acre conservation easement project is located near the community of Fort Ross and has 1.3 miles of frontage of the South Fork of the Gualala River. The property features redwood, Douglas-fir, mixed-hardwood, and riparian forest. Vital Land Initiative Goals: Water and Wildlands.

Starrett Hill
This 319-acre fee acquisition is located between Torr West (Regional Park) and Sonoma Coast State Park. The property is owned by the Sweetwater Springs Water District and is a partnership with the current landowner and Monte Rio Recreation and Park District. Vital Lands Initiative Goals: Healthy Communities, Community Identity, Water, Wildlands

