

96-1131
8-26-96
NATCO 62193334

RECORDING REQUESTED BY AND
RETURN TO:

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



1996 0109842 1

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

AT REQUEST OF: NORTH AMERICAN TITLE
12/11/1996 08:00:00
FEE: \$.00 PGS: PAID 39
TT: \$.00

Free recording per Gov't Code 27383

DEED AND AGREEMENT
BY AND BETWEEN
HELEN L. WESTON AS TRUSTEE OF THE
HELEN L. WESTON FAMILY TRUST,
BRUCE HUMPHREY WESTON, WALLACE EDGERTON
WESTON, RICHARD AUGUSTUS WESTON
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

dated June 23, 1989
Helen L. Weston, as trustee of the Helen L. Weston Family Trust, Bruce
Humphrey Weston, Wallace Edgerton Weston, and Richard Augustus Weston, as
tenants in common (hereinafter collectively referred to as GRANTOR), and the Sonoma
County Agricultural Preservation and Open Space District, a public agency formed
pursuant to the provisions of Public Resources Code sections 5500 *et seq.* (hereinafter
DISTRICT), agree as follows:

RECITALS

1. GRANTOR is the owner in fee simple of certain property (hereinafter "the Property") located in Sonoma County and more particularly described in Exhibit A, attached hereto and made a part of this Agreement by reference.
2. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to preserve agriculture and open space by acquiring interests in appropriate properties from willing sellers in order to meet the mandatory requirements

imposed on the County and each of its cities by Government Code sections 65560 et seq. and by the open space elements of their respective general plans. In order to accomplish that purpose, DISTRICT entered into a contract with the Sonoma County Open Space Authority whereby in consideration of that entity financing DISTRICT'S acquisitions, DISTRICT agreed to and did adopt an Acquisition Program that was in conformance with the Authority's Expenditure Plan.

3. After first considering the sale and purchase of the fee interest, DISTRICT'S General Manager and GRANTOR, on June 19, 1992, entered into negotiations for the purchase by DISTRICT of a conservation easement in the Property. Those negotiations culminated in an agreement which is memorialized by this writing.

4. On October 8, 1992, the Authority, in its Resolution Numbered 92-65, determined pursuant to Government Code section 65402 and Sonoma County Ordinance No. 4336 that the acquisition of a conservation easement in the Property was consistent with the 1989 Sonoma County General Plan (specifically the Plan's Agricultural Resources and Open Space elements) because the Property is adjacent to the Russian River riparian corridor and is within a designated scenic landscape unit visible from the Highway 101 scenic corridor and the city of Healdsburg. On April 25, 1996, in its Resolution Numbered 96-171, the Authority determined that the acquisition of a conservation easement over the Property was consistent with its Expenditure Plan.

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

6. GRANTOR intends, by selling the conservation easement created in this Agreement to DISTRICT at a price substantially less than its fair market value, to make a charitable contribution to DISTRICT in support of DISTRICT'S efforts to preserve open space, natural, scenic, agricultural and historic values of the Property, and DISTRICT acknowledges GRANTOR'S charitable intent.

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

AGREEMENT

1. **Purpose.** It is the purpose of this Agreement to preserve the open space, natural, scenic and agricultural values of the Property and to prevent any uses of the Property that will significantly impair or interfere with those values. This purpose, as further defined by the provisions of this Agreement, is generally referred to collectively

herein as "the conservation purpose of this Agreement." GRANTOR intends that this Agreement will confine the uses of the Property to the following, which are consistent with the conservation purpose of this Agreement: (a) residential and other improvements associated therewith; (b) agricultural and ranching; (c) management and conservation of natural resources; and (d) recreation and education.

2. **Grant and Acceptance of Conservation Easement and Assignment of Development Rights.** Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts, for the purposes set forth in Recital No. 2, a conservation easement in the Property in perpetuity, and GRANTOR irrevocably assigns to DISTRICT all associated development rights except those rights which are specifically reserved by GRANTOR through this Agreement and are described in Exhibit "B."

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

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

B. DISTRICT shall have the right to use, sell, or otherwise benefit from the development rights assigned to it by this Agreement in accordance with applicable law.

C. To enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current uses and practices thereon and the baseline condition thereof (in cooperation with GRANTOR), and (ii) monitoring the uses and practices regarding the Property to determine whether they are consistent with this Agreement. Such entry shall be permitted at least once a year at reasonable times, and shall be made in a manner that will not unreasonably interfere with the proper uses and practices regarding the Property. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this paragraph 3, but not necessarily limited to a single physical entry during a single twenty-four hour period. DISTRICT shall give GRANTOR not less than seven (7) days written notice of its intent to schedule a regular monitoring visit. Notwithstanding the foregoing, should DISTRICT'S General Manager have a reasonable belief that GRANTOR is in breach of this Agreement, DISTRICT shall have the right, upon the giving of forty-eight (48) hours' notice, at any time, to enter the Property for the purposes of determining if such breach has occurred. The rights of entry provided by this paragraph 3.C. shall extend to the employees, agents, and consultants of DISTRICT.

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

The parties acknowledge that under current applicable zoning regulations of the County of Sonoma the Property is classified as follows:

Sonoma County Assessor's Parcel Numbers 086-060-003 and 086-060-004 (as shown on the 1995-96 assessment roll) are designated "Resource; and Rural Development (Agricultural Preserve), B6, 100 acre density" and are further designated "Scenic Resource" over portions to recognize the scenic landscape unit designation, and are further designated "F2" and "Biotic Resource" over portions to recognize the floodplain and Russian River corridors, respectively.

A more complete description of the applicable zoning regulations will be included in the Baseline Documentation required by paragraph 10 of this Agreement.

GRANTOR retains no development rights in the Property that are not expressly reserved to GRANTOR by this Agreement.

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

A. **GRANTOR'S Written Notice.** Prior to the commencement of any activity, use, or enterprise requiring DISTRICT'S approval, GRANTOR shall send DISTRICT written notice of GRANTOR'S intention to commence or undertake such activity, use or enterprise. Said notice shall inform DISTRICT of all relevant aspects of

such proposed activity, use, or enterprise, including, but not limited to, the nature, siting, size, capacity, and number of similar and dissimilar structures, improvements, facilities, uses or enterprises.

B. *DISTRICT'S Response.* DISTRICT shall have forty-five (45) days from the mailing of such notice, as indicated by the registered or certified return receipt, to review the proposed activity, use, or enterprise, and to notify GRANTOR of any objection thereto. Such objection, if any, shall be based upon DISTRICT'S opinion that the proposed activity is inconsistent with the conservation purpose of this Agreement or that the notice is incomplete or inaccurate. If, in DISTRICT'S judgment, the proposed activity, use or enterprise would not be consistent with the conservation purpose of this Agreement, said notice shall inform GRANTOR of the reasons for the DISTRICT'S objection. Except as provided in subparagraph C. of this Paragraph 5, only upon DISTRICT'S express written approval, given by DISTRICT'S General Manager, may the proposed activity, use, or enterprise be commenced and/or conducted, and only in the manner explicitly represented by GRANTOR and approved by DISTRICT. Upon the completion of any such process, DISTRICT shall, at the request of GRANTOR, inspect the Property and if the proposed activity, use or enterprise was performed in accordance with the terms of this Agreement and the written approval issued by DISTRICT hereunder, issue a certificate to that effect, within a reasonable period after the completion of the inspection. DISTRICT's obligations under this subparagraph 5B are expressly conditioned on GRANTOR having made a full and complete disclosure of all relevant facts concerning the proposed activity, use or enterprise.

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

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

A. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes and assessments levied by competent authority on the Property. GRANTOR shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. DISTRICT

shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property, GRANTOR hereby indemnifying and holding DISTRICT harmless from and against any damage, liability, claim, or expense (including attorneys' fees) relating to such matters. Without limiting the foregoing, other than is provided in paragraph 5.C., DISTRICT shall not be liable to GRANTOR or any other person or entity in connection with consents given or withheld hereunder, or in connection with any entry upon the Property occurring pursuant to this Agreement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against GRANTOR or any other person or entity, except as such claim, liability, damage, or expense is the result of DISTRICT'S negligence, gross negligence, or intentional misconduct.

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

For the purposes of this Agreement:

i. The term "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

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

7. Indemnities.

A. *GRANTOR'S Indemnity.* GRANTOR shall hold harmless, indemnify, and defend DISTRICT from and against 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 matter related to or occurring on or about the Property, except as such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT (it being the intent of this provision to limit GRANTOR'S indemnity to the proportionate part of DISTRICT'S damage, liability, claim or expense for which GRANTOR is responsible); and (ii) the obligations specified in Paragraph 6. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this subparagraph 7.A. shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT'S written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall be in GRANTOR'S sole discretion.

B. *DISTRICT'S Indemnity.* DISTRICT shall hold harmless, indemnify, and defend GRANTOR from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR (it being the intent of this provision to limit DISTRICT'S indemnity to the proportionate part of GRANTOR'S damage, liability, claim or expense for which DISTRICT is responsible). In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this subparagraph B. shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR'S written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall be in DISTRICT'S sole discretion. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses,

including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer of DISTRICT, except to the extent that such injury is attributable to the negligence, intentional act or willful misconduct of GRANTOR.

8. **Public Access to the Property.** Nothing contained in this Agreement shall be construed as granting, permitting, or affording the public access to any portion of the Property. Nothing in this Agreement shall be construed to preclude GRANTOR'S right to grant access to third parties across the Property, provided that such access is allowed in a reasonable manner and is consistent with the conservation purpose of this Agreement.

9. **Interpretation and Construction.** To the extent that this Agreement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that meets the conservation purpose of this Agreement and the public policy goals referenced in recital no. 2. It is the intention of the parties that any interpretation or construction shall promote the conservation purpose of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

10. **Baseline Documentation for Enforcement.** DISTRICT acknowledges by acquisition of the rights granted and assigned by this Agreement that the present agricultural, residential, natural resource management, recreational and educational uses of the Property are consistent with the conservation purpose of this Agreement. In order to establish the present condition of the Property's protected values, GRANTOR will provide DISTRICT with all relevant information to which it has access and DISTRICT will prepare Baseline Documentation prior to the recordation of this Agreement, which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement. The parties agree, however, that in the event a controversy arises with respect to any condition of the Property or a particular resource thereof, the parties shall not be limited to reference to the Baseline Documentation and may utilize any relevant survey, report, document or testimony to assist in the resolution of such controversy. The parties agree that the Baseline Documentation provides collectively an accurate representation of the Property at the time of the execution of this Agreement. DISTRICT shall provide GRANTOR, free of charge, one complete copy of all of the Baseline Documentation promptly after it is prepared. GRANTOR and DISTRICT recognize that changes in economic conditions, in agricultural technologies, in locally accepted agricultural

management practices, in natural resource management practices, and in the situation of GRANTOR may dictate an evolution of agricultural and natural resources management of the Property, consistent with the conservation purpose of this Agreement.

11. Remedies for Breach.

A. *DISTRICT'S Remedies.* In the event of a violation or threatened violation of any term, condition, covenant, or restriction contained in this Agreement, DISTRICT may, following notice to GRANTOR, which notice shall contain a reasonable and specific cure period, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. In the alternative, DISTRICT may, with the consent of GRANTOR, commence a proceeding in arbitration under paragraph 13 of this Agreement. The notice shall be a general written notification of the condition claimed by the DISTRICT to be a violation that is either mailed or delivered by DISTRICT to GRANTOR. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to any natural conditions of the Property protected by this Agreement, DISTRICT may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. DISTRICT'S rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement, and GRANTOR agrees that DISTRICT'S remedies at law for any violation of the terms of this Agreement are inadequate and that DISTRICT shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief, including damages, to which DISTRICT may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

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

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

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

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

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

D. *GRANTOR'S Compliance.* If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT'S notice within the cure period provided therein. In the event of such full and timely compliance, DISTRICT shall not be entitled to damages for the breach specified in the notice. In the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, in which GRANTOR prevails, then GRANTOR shall be entitled to economic damages; provided that neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

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

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

13. *Arbitration.* If a dispute arises between the parties concerning the consistency of any proposed use or activity with the conservation purpose of this Agreement, or any other dispute arising under this Agreement, either party, with the written consent of the

other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with the use or activity pending resolution of the dispute, and upon the agreement of the parties to proceed to arbitration, within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired Federal District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with sections 1280, *et seq.* of the California Code of Civil Procedure or any successor statute then in effect. The arbitration shall be determined in accordance with said statute, with the conservation purpose of this Agreement, and all relevant provisions of this Agreement, and the applicable laws of the State of California, as the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrators but excluding attorneys' fees, which shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

14. **Extinguishment: DISTRICT'S Entitlement to Proceeds.**

A. *Extinguishment.* Subject to the requirements and limitations of California Public Resources Code section 5540, if circumstances arise in the future which render the conservation purpose of this Agreement impossible to accomplish, this Agreement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which DISTRICT shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property, subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with subparagraph B. of this Paragraph 14. DISTRICT shall use any such proceeds in a manner consistent with the purposes for which DISTRICT was created.

B. *Compensation.* This Agreement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this subparagraph B, the parties stipulate that this Agreement shall have a fair market value determined by multiplying (i) the fair market value of the Property unencumbered by the Agreement (minus any increase in value attributable to improvements made after the date of this Agreement) by

(ii) the ratio of the value of the Agreement at the time of this grant to the value of the Property, unencumbered by the Agreement, at the time of the grant. The values at the time of this grant shall be those values established by GRANTOR'S qualified appraisal (pursuant to Treasury regulations §1.170A-13) for federal income tax purposes. The ratio established by this subparagraph B. shall remain constant, and on a subsequent sale, exchange, or involuntary conversion of all or any portion of the Property, pursuant to the provisions of subparagraph A. of this Paragraph 14, DISTRICT shall be entitled to a portion of the proceeds equal to such proceeds (minus any portion attributable to improvements made after the date of this grant) multiplied by the ratio established by this subparagraph B. In the event of extinguishment of the Agreement by sale to GRANTOR (subject to the extinguishment provisions of subparagraph A of this Paragraph 14), DISTRICT shall be entitled to receive an amount equal to the fair market value of the Property at the time of such sale (minus such amount as is attributable to improvements made after the date of this grant), as established by independent appraisal, multiplied by the ratio established by this subparagraph B.

C. *Eminent domain.* Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Agreement, either GRANTOR or DISTRICT (or both, on such conditions as they shall then agree upon) may commence appropriate actions to recover the full value of the Property (or portion thereof) taken and all incidental or direct damages resulting from such taking. Any expense incurred by GRANTOR or DISTRICT in any such action shall be first 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 subparagraph B. of this Paragraph 14.

15. *Agreement to Bind Successors.* The conservation easement herein granted and the assignment of development rights shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR'S heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, and assigns forever. The parties intend that this Agreement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California, including, *inter alia*, Civil Code sections 815-816.

16. *Subsequent Deeds and Leases.* GRANTOR agrees that a clear reference to this Agreement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed, that GRANTOR will attach a copy of this Agreement to any such instrument, and that GRANTOR will notify DISTRICT in writing ten (10) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or

relinquishment by DISTRICT of rights created in favor of DISTRICT by Paragraph 15 of this Agreement.

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

To GRANTOR: Richard A. Weston
P.O. Box 515
Windsor, CA 95492

To DISTRICT: David Wm. Hansen, General Manager
Sonoma County Agricultural Preservation
and Open Space District
415 Russell Avenue
Santa Rosa, CA 95403

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

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

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

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

such modification) and acknowledging that there is not, to DISTRICT'S knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Agreement at this 23 day of Aug, 1989.

GRANTOR:

By: Helen L. Weston
Helen L. Weston, as trustee of the
Helen L. Weston Family Trust dated June 23, 1989
(By executing this document, the signatory
personally warrants to the District that she
has been duly authorized to do so by the
trust)

By: Bruce Humphrey Weston
Bruce Humphrey Weston

By: Wallace Edgerton Weston
Wallace Edgerton Weston

By: Richard Augustus Weston
Richard Augustus Weston

GRANTEE:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

By: Tim Smith
Tim Smith
President of the Board of Directors

ATTEST:

Eve T. Lewis by P. Olson
EEVE T. LEWIS, County Clerk and
ex-officio Clerk of the Board of
Directors

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

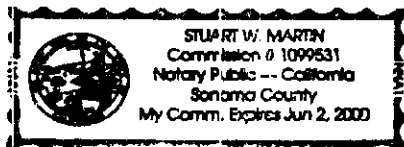
State of CALIFORNIA

County of SANOMA

On 8/12/96 before me, STUART W. MARTIN, NOTARY PUBLIC
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared HELEN L. WESTON
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Stuart W. Martin
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

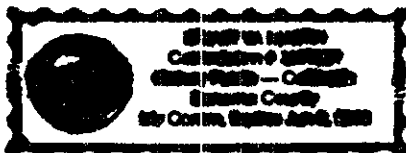
State of CALIFORNIA

County of SONOMA

On 8/12/96 before me, STUART W. MARTIN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BRUCE HUMPHREY WESTON
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Stuart W. Martin
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

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OF SIGNER
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Signer is Representing:

Signer's Name: _____

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

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OF SIGNER
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Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

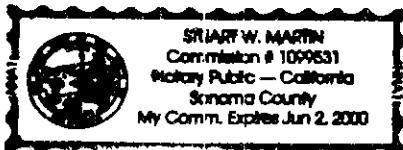
State of CALIFORNIA

County of SONOMA

On 8/12/96 before me, STUART W. MARTIN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared WALLACE EDGERTON WESTON
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Stuart W. Martin
Signature of Notary Public

OPTIONAL

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

Signer Is Representing: _____

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Signer's Name: _____

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

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

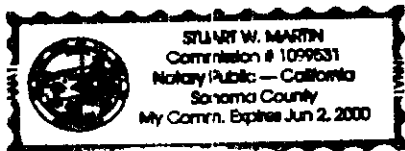
State of CALIFORNIA

County of SANOMA

On 8/12/96 before me, STUART W. MARTIN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared RICHARD AUGUSTUS WESTON
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Stuart W. Martin
Signature of Notary Public

OPTIONAL

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Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

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Signer's Name: _____

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

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sanoma

On Aug. 23, 1996 before me, Patricia Olson
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jim Smith
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Patricia Olson
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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**SPOUSE'S ACKNOWLEDGMENT OF
GRANTOR'S SEPARATE PROPERTY**

WALLACE H. WESTON acknowledges that he is the spouse of GRANTOR who executed the foregoing deed and agreement and further acknowledges that the real property described in the foregoing agreement is GRANTOR's separate property and, on behalf of himself and his successors, heirs and assigns, waives any requirement that he join in the execution of any other document required for the transaction set forth in the foregoing deed and agreement, and agrees to execute a quitclaim deed if necessary so that DISTRICT can obtain title insurance.

Dated 8/12, 1996

Wallace H. Weston

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SONOMA

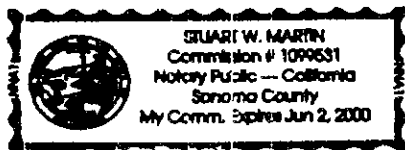
On 8/12/96 before me, STUART W. MARTIN

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared WALLACE H. WESTON

Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Stuart W. Martin
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

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OF SIGNER

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Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

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Signer Is Representing: _____

**SPOUSE'S ACKNOWLEDGMENT OF
GRANTOR'S SEPARATE PROPERTY**

CAROLYN S. WESTON acknowledges that she is the spouse of GRANTOR who executed the foregoing deed and agreement and further acknowledges that the real property described in the foregoing agreement is GRANTOR's separate property and, on behalf of herself and her successors, heirs and assigns, waives any requirement that she join in the execution of any other document required for the transaction set forth in the foregoing deed and agreement, and agrees to execute a quitclaim deed if necessary so that DISTRICT can obtain title insurance.

Dated 8/12, 1996

Carolyn S. Weston

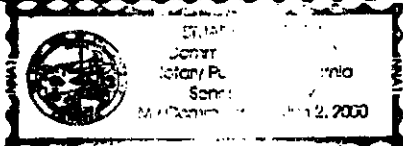
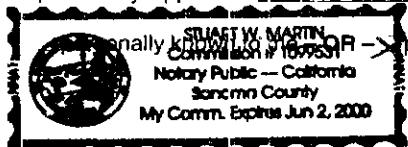
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SANOMA

On 8/12/96 before me, STUART W. MARTIN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared CAROLYN SUSAN WESTON
Name(s) of Signer(s)



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

WITNESS my hand and official seal.

Stuart W. Martin
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

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Signer's Name: _____

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

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa
On 8-15-96 before me, Natharine Reilly Notary Public
personally appeared Lorraine M. Weston
Name and Title of Officer (e.g., "Jane Doe, Notary Public")
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Natharine Reilly
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Spouse's Acknowledgement of Grantor's

Document Date: 8-15-96 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lorraine M. Weston

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

Signer Is Representing: _____

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Signer's Name: _____

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

Signer Is Representing: _____

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OF SIGNER
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SPOUSE'S ACKNOWLEDGMENT OF
GRANTOR'S SEPARATE PROPERTY

LORRAINE M. WESTON acknowledges that she is the spouse of GRANTOR who executed the foregoing deed and agreement and further acknowledges that the real property described in the foregoing agreement is GRANTOR's separate property and, on behalf of herself and her successors, heirs and assigns, waives any requirement that she join in the execution of any other document required for the transaction set forth in the foregoing deed and agreement, and agrees to execute a quitclaim deed if necessary so that DISTRICT can obtain title insurance.

Dated 8-15-96, 1996

Lorraine M. Weston

That certain real property located in the unincorporated area of Sonoma County described as follows:

Commencing at the Southeast corner of Section 25, in Township 9, North, of Range 9 West, Mount Diablo Meridian, as per map of part of the Rancho Sotoyome, made by D. F. Spurr in 1865, and now of record in the office of Recorder, of Deeds, of Sonoma County; thence North along the East line of said Township and Section, to the center of Russian River; thence Northwesterly down said river, about 24 chains to the Southeast corner of the land of John D. Hassett, formerly, now owned by Brown, at the mouth of a canyon; thence following up said canyon, in a Northwesterly direction to the summit of the Mountain; thence meandering down another canyon, in a Northwesterly direction, along the South line of the land of said J. D. Hassett, formerly, now Brown, to the center of Russian River; thence down the center of said River, in a Southerly direction, about 5 chains to the mouth of the large Redwood Canyon, said canyon being the Eastern boundary line of the land formerly owned by Joseph Fitch, and by Josephine Bailhache, now owned by J. Minaglia; thence meandering up the center of said Redwood Canyon, to its right hand fork; thence up said fork, to a point, which is North 40° 30' East, 11.50 chains from the Northeast corner of the land formerly owned by J. N. Bailhache and L. M. Howell; thence South 40° 30' East, 11.50 chains to the said Northeast corner of the land formerly owned by L. M. Howell; thence South 50° 30' East, to the South line of Section 26, in Township 9 North, of Range 9 West, Mount Diablo Meridian; thence East, along said Section line, to the place of beginning. Containing 1100 acres, more or less.

ALSO, a certain perpetual right of way, on and over all that certain lot, piece or parcel of land, situate, lying and being in the County of Sonoma, State of California, described as follows:

Commencing on the South line of Section 27, Township 9 North, Range 9 West, Mount Diablo Meridian, where said line intersects the County Road, leading from Healdsburg to Santa Rosa thence running Easterly, along the line of the road laid out, agreed upon, and to be the road hereby described, by and between John D. Grant, Anita F. Grant, Henry D. Grant and William Rowland, the greater portion of the distance of said right of way, being on and over the road now located and used by the said party of the first part, in traveling back and forth to his hill stock ranch, the land first above described, the ranch on December 8, 1908 sold and conveyed by William Rowland and wife, to the Bank of Healdsburg, a corporation, the width of said right of way to be 24 feet, and the length to be from the said commencing point to said stock ranch. And for more particular reference is hereby made to the deed of said right of way bearing date of February 13, 1909, made and executed by William Rowland to The Bank of Healdsburg, and recorded in Book 254 of Deeds, page 5, Sonoma County Records.

ALSO an open and perpetual right of way for road purposes only, over a strip of land 30 feet in width, and described as follows:

The point of beginning, being the center of above said right of way, and being in a road, 15 feet South of the South line of Section 26, in Township 9 North, of Range 9 West, and being 15 feet South of the Southwest corner of the land owned formerly by William Rowland, now Geo. F. McNear; the center line of said right of way running thence as follows: South 43° West, 3.75 chains; South 65° West, 3.10 chains; South 61° West, 2.44 chains; thence South 83° West, 0.56 chains to intersection of road leading to lands of Geo. F. McNear, formerly William Rowland. The deed does not convey the land referred to, but is only intended to convey an open and unobstructed right of way, over a strip of land 30 feet in width, the center line of which is herein above described.

SAVING AND EXCEPTING, Lot 33, as numbered and designated upon the "Map of Sanborn's and Hories' Subdivision", recorded in Book 31 of Maps, pages 24 to 27, inclusive.

EXHIBIT " B "

PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Agreement, and they are not to be precluded, prevented, or limited by this Agreement, provided that they are undertaken in accordance with the terms and provisions of this Agreement and that all applicable governmental approvals and permits are properly obtained:

A. FOR AREA DESIGNATED "UNLIMITED AGRICULTURE" ON THE BASELINE SITE MAP:

1. To use or lease the Property consistent with the conservation purpose of this Agreement.
2. To reside on the Property consistent with the conservation purpose of this Agreement.
3. To engage in any and all agricultural uses of the Property in accordance with sound, generally accepted agricultural and soil conservation practices. Agricultural uses may include all forms of agriculture consistent with the Property's zoning designation as it may change from time to time. For the purposes of this Agreement, "agricultural uses" shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber; breeding and raising bees, fish, rabbits, fur bearing animals, poultry, and other fowl; keeping horses and other equine animals for pleasure, as well as for work purposes; planting, raising, harvesting, and producing agricultural, aquacultural, horticultural, and forestry crops and products of every nature and description; and the processing, storage and sale, including direct retail sale to the public of crops and products harvested and produced principally on the Property, provided that the processing, storage and sale of any such crops or products that are not food, fiber, or plant material shall require the consent of DISTRICT; and provided further, that such agricultural uses shall not result in significant soil degradation, or significant pollution or degradation of any surface or subsurface waters. Creeks and their associated riparian and canopy vegetation shall not be significantly altered or disturbed without prior written approval of DISTRICT.

4. To maintain, repair, replace and improve existing housing and structures, including, but not limited to, fences, corrals, roads, ditches, culverts, pumps, dams and other improvements on the Property, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement provided, however, that replacement of housing existing as of the date of this Agreement shall only occur within the "Building Envelope" shown on the Baseline Site Map. In the event of destruction, deterioration, or obsolescence of any improvements, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement, GRANTOR may replace same with ones of similar size, function, capacity, and location. A replacement that differs in size, function, capacity and location requires the prior written approval of DISTRICT. In the event that a residence is destroyed or damaged so as to be uninhabitable, GRANTOR may place within the "Building Envelope" shown on the Baseline Documentation Site Map, temporary housing such as a travel trailer, but only until a permanent replacement residence has been completed, and provided further that such placement is undertaken in accordance with applicable governmental regulations.

5. Within the "Building Envelope" shown on the Baseline Documentation Site Map, GRANTOR may construct or place, additional farmworker housing accessory to the agricultural uses of the Property and improvements accessory to the residential use of the Property, provided however, that such construction or placement is undertaken in accordance with applicable governmental regulations. Within the area shown as "Unlimited Agriculture" outside of the Building Envelope on the Baseline Site Map, additional non-residential structures, facilities, and roads that are reasonably necessary to the agricultural operations, management of natural resources, or recreational and educational activities on the Property shall be permitted with the prior written consent of DISTRICT, except however that a single-family residence may be constructed outside of the Building Envelope subject to the prior written approval of DISTRICT and provided that the existing residential structures are rendered accessory to such residence in accordance with applicable governmental regulations. Additional fences deemed by GRANTOR to be reasonably necessary do not require DISTRICT'S approval. In obtaining approval from DISTRICT, GRANTOR shall provide DISTRICT written notice of GRANTOR's intention to undertake any construction or placement requiring approval, in accordance with the provisions specified in paragraph 5 of this Agreement.

6. To maintain and modify existing water resources on the Property; to develop new springs and wells; to lay or construct pipes and conduits for the transportation of water; with the approval of DISTRICT, to develop additional water storage facilities such as freshwater and wastewater tanks and reservoirs, provided, however, that such facilities are located so as to minimize visual impacts, and that such approval shall not be unreasonably withheld. Such uses shall be necessary or convenient for ranching, agricultural, residential, recreational, or educational purposes and shall be developed in a manner consistent with the conservation purpose of this Agreement.

7. To continue use of existing easements of record granted prior to this Agreement. Modifications to pre-existing easements and subsequent easement requests from any parties require the approval of DISTRICT. New easements may only be granted where they remove or significantly lessen the impact of pre-existing easements on the conservation purpose of this Agreement.
8. To use government approved agrichemicals, including, but not limited to, fertilizers and biocides, in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes within government regulations and guidelines. Such use shall avoid creeks and associated riparian and canopy vegetation and shall be carefully administered near surface water and during periods of high groundwater.
9. To control predatory and problem animals by the use of selective control techniques consistent with policies promulgated by the Sonoma County Agricultural Commissioner.
10. To utilize the Property for non-intrusive, recreational or educational purposes which do not diminish or otherwise detract from the Property's natural resource or conservation values and which may include, but may not be limited to, trail construction, hiking, horseback riding, and nature study and provided further that such uses do not significantly disturb or alter the landscape.
11. To control or eliminate non-native animals that threaten the conservation purpose of this Agreement (including, without limitation, pigs and turkeys) by using techniques that do not harm native wildlife. To remove invasive, non-native plant species that do not provide valuable wildlife habitat and that threaten or impede the growth of native plant species.
12. To undertake conservation practices that promote soil stabilization and reduce erosion in accordance with sound, generally accepted practices. Approval of DISTRICT is required when conservation practices involve significant surface alteration.
13. To engage in any business that is conducted by, and in the home of, a person residing on the Property in accordance with applicable governmental regulations.
14. With prior notification to DISTRICT, GRANTOR may conduct rangeland improvement experiments; to undertake projects that enhance or restore natural ecosystems; to provide the public with guided tours and natural history interpretation.

15. With the prior written consent of DISTRICT, to provide for the construction or placement within the "Building Envelope", the headquarters of a nonprofit tax-exempt organization, provided, however, that the activities of this organization are primarily devoted to research and education involving agriculture and/or natural history, and are subject to all applicable governmental regulations.

16. To prohibit entry upon the Property by unauthorized persons.

B. FOR AREA DESIGNATED "LIMITED AGRICULTURE" ON THE BASELINE SITE MAP:

1. To use or lease the Property consistent with the conservation purpose of this Agreement.

2. To engage in limited agricultural uses of the Property in accordance with sound, generally accepted agricultural and soil conservation practices. For the purpose of this Agreement, "agricultural uses" shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber; and planting, irrigating, raising, harvesting, and producing hay, forage, or other crops which do not require significant impoundment of water; provided, however, that such agricultural uses shall not result in significant soil degradation, or significant pollution or degradation of any surface or subsurface waters.

3. To maintain, repair, replace and improve structures, including, but not limited to, fences, corrals, roads, ditches, culverts, pumps, dams and other improvements on the Property, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement. In the event of destruction, deterioration, or obsolescence of any improvements, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement, GRANTOR may replace same with ones of similar size, function, capacity, and location. A replacement that differs in size, function, capacity and location requires the prior written approval of DISTRICT.

4. Additional non-residential structures, facilities, and roads and other improvements that are reasonably necessary to the agricultural operations, management of natural resources, or recreational and educational activities on the Property shall be permitted with the prior written consent of DISTRICT, except that additional fences deemed by GRANTOR to be reasonably necessary do not require DISTRICT'S approval. In obtaining approval from DISTRICT, GRANTOR shall provide DISTRICT written notice of GRANTOR's intention to undertake any construction or placement requiring approval, in accordance with the provisions specified in Paragraph 5 of this Agreement.

5. To maintain and modify existing water resources on the Property; to develop new springs and wells; to lay or construct pipes and conduits for the transportation of water; with the approval of DISTRICT, to develop additional water storage facilities such as freshwater and wastewater tanks and reservoirs, provided, however, that such facilities are located so as to minimize visual impacts, and that such approval shall not unreasonably be withheld. Such uses shall be necessary or convenient for ranching, agricultural, residential, recreational, or educational purposes and shall be developed in a manner consistent with the conservation purpose of this Agreement.
6. To continue use of existing easements of record granted prior to this Agreement. Modifications to pre-existing easements and subsequent easement requests from any parties require the approval of DISTRICT. New easements may only be granted where they remove or significantly lessen the impact of pre-existing easements on the conservation purpose of this Agreement.
7. To use government approved agrichemicals, including, but not limited to, fertilizers and biocides, in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes within government regulations and guidelines. Such use shall be carefully administered near surface water and during periods of high groundwater.
8. To control predatory and problem animals by the use of selective control techniques consistent with policies promulgated by the Sonoma County Agricultural Commissioner.
9. To utilize the Property for non-intrusive, recreational or educational purposes which do not diminish or otherwise detract from the Property's natural resource or conservation values and which may include, but may not be limited to, trail construction, hiking, horseback riding, and nature study and provided further that such uses do not significantly disturb or alter the landscape.
10. To control or eliminate non-native animals that threaten the conservation purpose of this Agreement (including, without limitation, pigs and turkeys) by using techniques that do not harm native wildlife. To remove invasive, non-native plant species that do not provide valuable wildlife habitat and that threaten or impede the growth of native plant species.
11. To undertake conservation practices that promote soil stabilization and reduce erosion in accordance with sound, generally accepted practices. Approval of DISTRICT is required when conservation practices involve significant surface alteration.

12. With prior notification to DISTRICT, GRANTOR may conduct rangeland improvement experiments; to undertake projects that enhance or restore natural ecosystems; to provide the public with guided tours and natural history interpretation.

13. To prohibit entry upon the Property by unauthorized persons.

C. FOR AREA DESIGNATED "RIVER AND WOODLAND" ON THE BASELINE SITE MAP:

1. To use or lease the Property consistent with the conservation purpose of this Agreement.

2. Grazing or pasturing of any livestock for proper rangeland management or to promote biodiversity.

3. To maintain and repair existing fences, roads, ponds, springs, campsite structures and other existing improvements on the Property, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement. Such maintenance and repair may include the limited removal of brush and trees immediately adjacent to such improvements. Additional boundary fencing deemed by GRANTOR to be reasonably necessary may be constructed without DISTRICT's consent. In the event of destruction, deterioration, or obsolescence of any improvements, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement, GRANTOR may replace same with ones of similar size, function, capacity and location. Improvements to or relocation of the campsites existing at the date hereof and as shown on the Baseline Site Map require prior written approval of DISTRICT.

4. To utilize the Property for low-intensity public recreational or educational purposes which include, but are not limited to trail construction, hiking, picnicking, horseback riding, and nature study, and which require no significant surface alteration or other development of the land which would impair or otherwise diminish the conservation purpose of this Agreement.

5. To undertake conservation and restoration activities, including, but not limited to, bank and soil stabilization, practices to reduce erosion and activities which promote biodiversity in accordance with sound, generally accepted practices. Approval of DISTRICT is required when conservation practices involve significant alteration.

6. To undertake wildfire management plans in order to control and maintain vegetation to lower the risk of wildfire. Such methods may include prescriptive burning, limited brush removal or grazing, of the Property. Plans shall be reviewed by DISTRICT and shall be acceptable to the California Department of Forestry and Fire Protection and other appropriate local fire protection agencies.

7. To place signage on the Property associated with the recreational or educational uses permitted by this Agreement. Individual signs which exceed nine (9) square feet require approval of DISTRICT.

8. To continue use in accordance with easements of record granted prior to this Agreement. Modifications to pre-existing easements and granting of new easements require the approval of DISTRICT and use subject to the stipulations in Subsection C-9 of Exhibit "C".

9. To remove invasive, non-native plant species that threaten or impede the growth of native plant species, provided, however, that such removal does not result in soil degradation or the loss of valuable wildlife habitat; to remove feral, non-native animal species that threaten the conservation purpose of this Agreement.

10. To restore and enhance native plant communities and wildlife habitat consistent with sound and generally accepted conservation practices; to provide the public with guided tours and natural history interpretation.

11. To prohibit entry upon the Property by unauthorized persons.

12. To develop new springs or wells; with the approval of DISTRICT, to develop water storage facilities which are limited to the campsite uses and grazing activities provided for in Subsection C-2 of this Exhibit "B", and provided, further, that such facilities are located so as to minimize visual impacts and are developed a manner consistent with the conservation purpose of this Agreement.

EXHIBIT " C "

PROHIBITED USES AND PRACTICES

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

A. FOR AREA DESIGNATED "UNLIMITED AGRICULTURE" ON THE BASELINE SITE MAP:

1. To impair the conservation purpose, except as otherwise expressly provided in this Agreement.
2. To establish any nonagricultural commercial or industrial use or activity on the Property, except however that a home occupation provided for in Subsection A-13 of Exhibit "B" shall not be prohibited by this Paragraph.
3. To construct, place, or erect any sign or billboard, with the following exceptions, provided that the size of any such sign shall individually not exceed twenty-four (24) square feet: (a) a sign, or signs, reasonably necessary for the identification of the Property or to advertise its sale or lease or the sale of its products; (b) a sign or signs advocating candidates or issues that will be presented to voters in a public election; (c) interpretive or directional signs associated with the recreational and educational uses provided for in Exhibit "B" and subject to the stipulations of Subsection C-7 of Exhibit "B".
4. To construct, place, reconstruct, or replace any structure or improvement except as provided in subsection A of Exhibit "B".
5. To divide, subdivide, or de facto subdivide the Property, provided, however, that a lease of a portion of the Property shown as "Unlimited Agriculture" on the Baseline Site Map for agricultural or recreational use shall not be prohibited by this Paragraph; nor shall such divisions necessary for public acquisition be prohibited; nor shall the voluntary conveyance to a government or non-profit entity exclusively for conservation or public access purposes be prohibited.
6. To use motorized vehicles, except for GRANTOR or others under GRANTOR'S control, for agricultural, ranching, educational activities associated with agricultural and/or natural history, emergency and fire control purposes, for inspections by DISTRICT, or attendant residential use of the Property. Any use of motorized vehicles off roadways is prohibited except when necessary for the above stated purposes.
7. To relocate any roadway; provided, however, that DISTRICT shall consent to the construction of any roadway that is planned to minimize the impact on the agricultural, open space, and natural features of the Property and which is not constructed within permanent or seasonal wetlands and that such consent shall not be unreasonably withheld.

8. To dump or accumulate trash, ashes, garbage, waste, inoperative vehicles or other unsightly or offensive material on the Property, provided, however, that agricultural products and by-products and composting of yard clippings and other materials related to residential uses as provided in this Agreement may be placed or stored on the land, so long as such placement or storage is consistent with law, public health, and sound agricultural practices.

9. Ranching, agricultural, or other uses, otherwise permitted under this Agreement and consistent with current and acceptable farm practices, but which result in significant degradation of soil or water quality.

10. To store work materials which may be visible from public roadways such as pipes, culverts, fencing, heavy equipment and the like, except while work is in progress and not for any period exceeding ninety (90) days.

11. To install new above-ground utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related activities and equipment, except for systems serving permitted agricultural, recreational, educational activities or residential uses on the Property as provided in this Agreement.

12. To hunt, trap or otherwise willfully kill wildlife for food or sport, except as provided in Subsection A-11 of Exhibit "E".

13. To significantly alter the surface of the land, including, but not limited to, the excavation or removal of soil, sand, gravel, rock, or sod, except as material may be required for the repair of the roads and dams on the Property and then only in small quantities from a sites either shown on the Baseline Site Map or later approved in writing by DISTRICT.

14. To explore for, develop or extract, minerals or hydrocarbons by any mining method, surface or otherwise.

15. To cut or otherwise remove trees and tree parts naturally occurring on the Property for commercial purposes.

B. FOR AREA DESIGNATED "LIMITED AGRICULTURE" ON THE BASELINE SITE MAP:

1. To impair the conservation purpose, except as otherwise expressly provided in this Agreement.

2. To establish any nonagricultural commercial or industrial use.

3. To construct, place, or erect any sign or billboard, with the following exceptions, provided that the size of any such sign shall individually not exceed twenty-four (24) square feet: (a) a sign, or signs, reasonably necessary for the identification of the Property or to advertise its sale or lease or the sale of its products; (b) a sign or signs advocating candidates or issues that will be presented to voters in a public election; and (c) interpretive or directional signs associated with the recreational and educational uses provided for in Exhibit "B".

4. To construct, place, reconstruct, or replace any structure or improvement except as provided in subsection B of Exhibit "B".

5. To divide, subdivide, or de facto subdivide the Property, provided, however, that a lease of a portion of the Property shown as "Limited Agriculture" on the Baseline Site Map for agricultural or recreational use shall not be prohibited by this Paragraph; nor shall such divisions necessary for public acquisition be prohibited; nor shall the voluntary conveyance to a government or non-profit entity exclusively for conservation or public access purposes be prohibited.

6. To use motorized vehicles, except for GRANTOR or others under GRANTOR'S control, for agricultural, ranching, educational activities associated with agricultural and/or natural history, emergency and fire control purposes, for inspections by DISTRICT, or attendant residential use of the Property. Any use of motorized vehicles off roadways is prohibited except when necessary for the above stated purposes.

7. To relocate any roadway; provided, however, that DISTRICT shall consent to the construction of any roadway that is planned to minimize the impact on the agricultural, open space, and natural features of the Property and which is not constructed within permanent or seasonal wetlands and that such consent shall not be unreasonably withheld.

8. To dump or accumulate trash, ashes, garbage, waste, inoperative vehicles or other unsightly or offensive material on the Property, provided, however, that agricultural products and by-products may be placed or stored on the land, so long as such placement or storage is consistent with law, public health, and sound agricultural practices.

9. Ranching, agricultural, or other uses, otherwise permitted under this Agreement and consistent with current and acceptable farm practices, but which result in significant degradation of soil or water quality.

10. To store work materials which may be visible from public roadways such as pipes, culverts, fencing, heavy equipment and the like, except while work is in progress and not for any period exceeding ninety (90) days.

11. To install new above-ground utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related activities and equipment, except for systems serving permitted agricultural, recreational, educational activities or residential uses on the Property as provided in this Agreement.

12. To hunt, trap or otherwise willfully kill wildlife for food or sport, except as provided in Subsection B-10 of Exhibit "B".

13. To significantly alter the surface of the land, including, but not limited to, the excavation or removal of soil, sand, gravel, rock, or sod, except as material may be required for the repair of the roads and dams on the Property and then only in small quantities from a sites either shown on the Baseline Site Map or later approved in writing by DISTRICT.

14. To explore for, develop or extract, minerals or hydrocarbons by any mining method, surface or otherwise.

15. To cut or otherwise remove trees and tree parts naturally occurring on the Property for commercial purposes.

C. FOR AREA DESIGNATED "RIVER AND WOODLAND" ON THE BASELINE SITE MAP:

1. To impair the conservation purpose, except as otherwise expressly provided in this Agreement.

2. To establish any residential, agricultural (except as provided for in Subsections C-2 and C-6 of Exhibit "B"), commercial or industrial activity or use.

3. To construct, place, or erect any sign or billboard on the Property, except as provided in subsection C of Exhibit "B".

4. To construct, place, reconstruct, or replace any improvement except as provided in subsection C of Exhibit "B".

5. To divide, subdivide, or de facto subdivide the Property; provided, however, that the voluntary conveyance to a government or non-profit entity exclusively for conservation or public access purposes, shall not be prohibited by this Paragraph.

6. To use motorized vehicles, except by GRANTOR or others under GRANTOR'S control, for permitted ranching and property management activities, for inspections by DISTRICT, for emergency and fire control purposes, and for uses pursuant to deeded rights that pre-date this Agreement. Any use of motorized vehicles off roadways is prohibited except when necessary for the above stated purposes.

7. To construct any new roadway; provided, however, that DISTRICT shall consent to the reconstruction or relocation of any existing roadway that is planned to minimize or mitigate its impact on the open space and natural features of the Property. Any such relocation or reconstruction of roadways shall require prior approval of DISTRICT.

**Conservation Easement
Prohibited Uses/Siotoyome Highlands**

8. To dump or accumulate trash, ashes, garbage, waste, junk or inoperative vehicles or other unsightly or offensive material on the Property.

9. To install new or enlarged above-ground utility systems within pre-existing or new easements, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities and equipment. New easements may only be granted where they will remove or significantly lessen the impact of pre-existing easements on the conservation purpose of this Agreement.

10. To explore for, or develop or extract, minerals or hydrocarbons by any mining method, surface or otherwise.

11. To hunt, trap or otherwise willfully kill wildlife for food or sport, except as provided for in Subsection C-9 of Exhibit "B".

12. To remove or destroy any native trees, shrubs or other native plant materials, except as necessary, in accordance with generally accepted forestry conservation practices, for permitted recreation or restoration activities or to control or prevent hazard, disease, wildfire or non-native invasive plant species.

13. To cause degradation of or erosion of the soil, or pollution of any surface or subsurface waters.

14. To store materials, such as pipes, culverts, fencing, heavy equipment and the like, in areas which may be visible from public roadways, except while work is in progress and in no case for a period exceeding ninety (90) days after work is completed.

15. To alter the contour of the Property in any manner whatsoever, including, but not limited to, excavating or removing soil, sand, gravel, rock, peat or sod, except in connection with activities and uses as provided in this Agreement, subject to approval by DISTRICT.

**CERTIFICATE OF ACCEPTANCE
OF
REAL PROPERTY
BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT**

This is to certify that the interests in real property conveyed by the Conservation Easement Agreement dated Aug 12 1996, from the Weston Family, (Weston Ranch/Sotoyome Highlands) to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. 96-1131 of the Board of Directors dated Aug 20, 1996 and the District consents to the recordation thereof by its duly authorized officer.

The Board of Directors of the
Sonoma County Agricultural
Preservation and Open Space
District

Dated: 8-23-96

Ely: 
Tim Smith, President