

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.