

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.