



Post Office Box 461  
Camp Meeker, CA 95419  
707-874-9246  
[www.campmeeker.org](http://www.campmeeker.org)

**REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
LOCATION: ANDERSON HALL  
101 LAKESIDE, CAMP MEEKER, CA  
JANUARY 16, 2024, 7:00 P.M.  
AGENDA**

**ACCESS TO TELECONFERENCED MEETING:**

Camp Meeker Regular Board Meeting  
Time: Jan 16, 2024 06:45 PM Pacific Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/86815456394>

Meeting ID: 868 1545 6394

**PUBLIC RECORDS:**

Public records that relate to any item on the open session agenda for a meeting are available for public inspections. Records that are distributed after the agenda and the accompanying informational materials are posted to the District's website ([www.campmeeker.org](http://www.campmeeker.org)) 72 hours before the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at <https://www.campmeeker.org> as the place for making those public records available for inspections. The documents may also be obtained by calling the District's Administrator at 707-874-9246.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. STATEMENTS OF ABSTENTION
- V. PUBLIC COMMENT

The public may address the Board of topics NOT covered by this agenda. Testimony is limited to three minutes. Please state your first and last names clearly so that it can be correctly entered in the minutes.

VI. CONSENT ITEMS (10 minutes)

A. Approval of Minutes

1. December 19, 2023 Minutes

2. Review/Amend October 19, 2023 minutes per District Counsel as follows:

“UPDATE: LAND ACQUISITION/ST. DOROTHY’S

DESCRIPTION: Director Watson recused herself from the discussion of this issue. Directors Helfrich and McDaniel provided an update to the current land acquisition project with St. Dorothy’s and Open Space/Ag. Considerable discussion ensued.

Director Helfrich advised that the ongoing communication with St. Dorothy’s and Ag/Open Space is highly encouraging for the acquisition.”

B. Payment of Claims

C. Administrative and Financial Report

VII. REPORT OF THE WATER SYSTEM OPERATOR (Russian River Utility, 5 minutes)

A. System Operations

VIII. PRESENTATION: AUDITED FINANCIAL STATEMENTS FISCAL YEAR-

END JUNE 30, 2023 (John Blomberg and/or staff, Blomberg and Griffin Accountancy Corp, CPAs)

DESCRIPTION: Mr. Blomberg will review the draft of the audited financial statements for the fiscal year ended June 30, 2023.

PROPOSED ACTION: The Board may/may not approve the draft of the audited 6/30/2023 Audited Financial statements.

IX. ACTION ITEMS

A. UPDATE PROPOSAL KATY LEE: TURN THE CAMP MEEKER POST OFFICE INTO A PRIVATE MAIL CENTER (Katy Lee, 5 minutes)

DESCRIPTION: Katy Lee will present update her proposal that the Camp Meeker post office be turned into a private mail center.

PROPOSED ACTION: The Board may/may not take further action on this item.

B. LEASE: CAMP MEEKER VOLUNTEER FIRE DEPARTMENT SITE

(Cathie Anderson, 5 minutes)

DESCRIPTION: Cathie Anderson, a member of the public, has requested that the Board consider a paid lease agreement for the Camp Meeker Fire Department building site with the Gold Ridge Fire District.

PROPOSED ACTION: The Board may/may not take further action regarding this issue.

C. ST. DOROTHY’S LAND ACQUISITION (Gary Helfrich, John McDaniel, 15 minutes)

DESCRIPTION: Directors Helfrich and McDaniel will review the purchase agreement, recreation covenant and related easement agreements related to the purchase of 356 acres for the District of land currently owned by St. Dorothy’s (Episcopal Diocese) by the Agriculture/Open Space District.

PROPOSED ACTION: The Board will/will not authorize the designated subcommittee members to sign, given no substantive changes, the purchase agreement, recreation covenant and easement agreements related to the purchase of 356 acres of land from St. Dorothy’s Rest.

D. DISTRICT WEBSITE REVIEW AND POSSIBLE CHANGES

(John McDaniel and staff, 5 minutes)

DESCRIPTION: The Board will review a proposal from Streamline, a CSDA sponsored for maintenance and service of the District website including the reservation system for the hall and continual review and updates to conform with State law changes to Special District requirements.

PROPOSED ACTION: The Board may/may not take action regarding this proposal.

X. DIRECTORS' REPORTS

DESCRIPTION: This item is for information reporting only. In conformance with the Brown Act, there shall be no discussion or actions taken by the Board on any such report. No public testimony shall take place. If discussion and/or action is desired, the matter may be placed on a future agenda, notice thereof duly given, and action/discussion had at the future meeting.

**PROPOSED ACTION: No action or discussion to take place**

XI. ADJOURNMENT

HOW TO GET AN ITEM ON THE AGENDA

Requests for items for the agenda of the regular meetings of the Camp Meeker Recreation and Park District must be submitted to the District in writing or through the District's website.

Regular meetings are held the 3rd Tuesday of each month. The District must receive submissions no later than fourteen (14) calendar days before a meeting.

Submit your agenda items in writing to: Camp Meeker Recreation and Park District, Post Office Box 461, Camp Meeker, CA 95419. Be sure to include your name, address and phone number. Anonymous submissions will not be considered for discussion. Items will be included in an agenda based on the number of issues to be discussed.

Submit your agenda items using the District's website at the following address:

[http://www.campmeeker.org/wordpress/?page\\_id=22](http://www.campmeeker.org/wordpress/?page_id=22)



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**CAMP MEEKER RECREATION AND PARK  
BOARD OF DIRECTORS  
MEETING MINUTES  
DECEMBER 19, 2023**

**I. CALL TO ORDER**

The meeting was called to order by President Helfrich at 7:03 p.m.

**II. ROLL CALL**

Directors Helfrich, Bell-Alper (by Zoom), McDaniel, and Watson were present. Director Larson was absent. Also attending Curtis Kendell, Agricultural and Open Space District.

**III. APPROVAL OF AGENDA**

A motion was made by Gary Helfrich and seconded by John McDaniel to move the closed session item: Conference With Real Property Negotiators to open session allowing information to be presented by Curtis Kendell, Agricultural and Open Space District.

Directors Helfrich, Bell-Alper, and Director McDaniel voted yes. Director Watson was abstained.

Ayes: 3 Noes: 0 Abstain: 1 Absent: 1

The motion was approved.

**IV. STATEMENTS OF ABSTENTION**

There were no statements of abstention.

**V. PUBLIC COMMENT**

The public may address the Board of topics NOT covered by this agenda. Testimony is limited to three minutes. Please state your first and last names clearly so that it can be correctly entered in the minutes.

Cathie Anderson, former Board member of 32 years, asked that the Board approach Gold Ridge Fire regarding a lease payment to the Recreation and Park District of \$500/month.

**VI. CONSENT ITEMS**

**A. Approval of Minutes**

**1. November 14, 2023 Minutes**

After discussion, a motion was made by Gary Helfrich, and seconded by Max Bell Alper to approve the November 14, 2023 minutes as submitted.

Directors Helfrich and Bell Alper voted yes. Director McDaniel abstained as he was not at the meeting. Director Larson was absent.

Ayes: 2 Noes: 0 Abstain: 1 Absent: 1

2. Director Watson initiated a discussion regarding the approval of the October 14 minutes and indicated that she wanted a revision. Considerable discussion ensued.



A motion was made by John McDaniel and, seconded by Gary Helfrich to consult District Counsel regarding retroactively revising minutes previously approved.  
Directors Helfrich, McDaniel, Watson and Bell Alper voted yes. Director Larson was absent.  
Ayes: 4 Noes: 0 Abstain: 1 Absent: 1

B. Payment of Claims

A motion was made by John McDaniel, and seconded by Gary Helfrich to approve the December 16, 2023 warrant request 2023/2024-006 as follows:

2023-2024-006	RP-December 2023	6,017.14
\$152,365.97*	Water-December 2023	19,245.74

Thrive Builders-Anderson Hall \$127,096.09

Wells Fargo Bank Operating Checks 2542-2550 in payment of District expenses for the current month, Wells Fargo-Investment Account check 1032 and 1033 to Thrive Construction for the Anderson Hall roof project and checks 790-793 for transfer of water revenues to capital and operating accounts.

Directors Helfrich, Bell-Alper, McDaniel and Director Watson voted yes. Director Larson was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

C. Administrative and Financial Report

Ms. Doran-Girard reported that the District's financial audit and insurance renewals are in process, a worker compensation dividend of \$81.50 had been received, USDA has been provided with the information needed for the administrative servicing requirements, and that Occidental Community Services has been billed for the SCWA charges.

VII. REPORT OF THE WATER SYSTEM OPERATOR

A. System Operations—Russian River Utility staff was not in attendance; however, had communicated by telephone that the system is operating normally.

VIII. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Negotiation of parcels owned by St. Dorothy's Rest within Camp Meeker limits.

Agency negotiator: Martin Hirsch, District Counsel (present by telephone)

Negotiating Parties: Gary Helfrich and John McDaniel, Camp Meeker Recreation and Park District, and Sonoma County Agriculture/Open Space District staff member, Curtis Kendell.

Under Negotiation: Purchase agreement and easement for various properties from the Episcopal Diocese of California and St. Dorothy's Rest and Agriculture/Open Space District recreation covenants.

Director Helfrich provided a description of the 350 acres of property under negotiation that will be subject to conservation and access easements.

Curtis Kendell described the land and explained that the purchase price will be met by Agriculture and Open Space and that funding for some maintenance costs will be available for up to three years subsequent to the transaction closure. He also explained the conservation easement and the activities covered by that easement including education projects with other agencies and groups.

Discussion ensued with questions from the members of the public present.

A motion was made by Director Helfrich and, seconded by Director McDaniel that the Board authorize the assigned sub-committee members to finalize the and bring the purchase agreement, covenants and easement documents to the January meeting for further review and signature. Staff was directed to forward clear documents to Board members for review.

## IX. ACTION ITEMS

### A. PROPOSAL KATY LEE: TURN THE CAMP MEEKER POST OFFICE INTO A PRIVATE MAIL CENTER

DESCRIPTION: Katy Lee presented her proposal that she become an authorized mail handler (LLC) acquire the Camp Meeker post office and turn the trailer into a private mail center. Gary Helfrich posed several questions as to whether Sonoma County would allow use of the trailer commercially, status of the holding tank and septic system. He suggested that a description of the process for a private business further explored and be provided to the Board. John McDaniel stated that negotiations with the USPS lease contractor are in process.

ACTION: The Board took no further action on this item.

### B. ANDERSON HALL RATE REVIEW

DESCRIPTION: John McDaniel reviewed present and proposed rates for resident and non-resident usage of Anderson Hall effective January 1, 2024.

ACTION: A motion was made by Gary Helfrich and, seconded by Max Bell Alper to adopt the proposed rates structure retaining the resident rate for Monday through Friday at \$450.00. It was suggested that the District may be able apply for a grant from the Transient tax to continue needed repairs to the hall.

Directors Helfrich, Bell-Alper, McDaniel and Director Watson voted yes. Director Larson was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

#### **Anderson Hall Rates 2024**

Saturday or Sunday (nonresident) \$1500.00

Saturday or Sunday (resident) \$850.00

Saturday & Sunday (nonresident) \$2500.00

Saturday & Sunday (resident) \$1500.00

3 Day Weekend (nonresident) \$3000.00

3 Day Weekend (resident) \$2000.00

Monday-Friday (nonresident) \$850.00

Monday-Friday (resident) \$450.00

C. DISTRICT WEBSITE REVIEW AND POSSIBLE CHANGE

DESCRIPTION: The Board will review a proposal from Streamline, a CSDA sponsored for maintenance and service of the District website including the reservation system for the hall and continual review and updates to conform with State law changes to Special District requirements.

ACTION: The Board continued the website review until the January 16 meeting.

D. WATER SUBCOMMITTEE ASSIGNMENTS:

DESCRIPTION: The Board reviewed and clarified the ad hoc water subcommittee assignments for the 2024 year.

ACTION: A motion was made by Gary Helfrich and seconded by John McDaniel to appoint Max Bell Alper to the District water subcommittee.

Directors Helfrich, Bell-Alper, McDaniel and Director Watson voted yes. Director Larson was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

E. UPDATE: ANDERSON HALL ROOF REPAIR

DESCRIPTION: Directors McDaniel and Helfrich reviewed the Anderson Hall maintenance and repair project, and future needs and possible resources needed to complete same.

ACTION: The Board took no further action in this regard.

X. DIRECTORS' REPORTS

DESCRIPTION: This item is for information reporting only. In conformance with the Brown Act, there shall be no discussion or actions taken by the Board on any such report. No public testimony shall take place. If discussion and/or action is desired, the matter may be placed on a future agenda, notice thereof duly given, and action/discussion had at the future meeting.

**PROPOSED ACTION: No action or discussion to take place**

XI. ADJOURNMENT

As there was no further business to be brought before the Board at this time, a motion was made by Lynn Watson, and seconded by Gary Helfrich that the December 2023 meeting of the Camp Meeker Board of Directors is adjourned.

Directors Helfrich, Bell-Alper, Mc Daniel and Watson voted yes. Director Larson was absent.

Ayes: 4 Noes: 0 Abstain: 0 Absent: 1

The motion was approved.

The meeting adjourned at 9:10 p.m.

Respectfully submitted,

CHERYL DORAN-GIRARD

2023.12.19draftminutescdg1.doc

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**CHERYL DORAN GIRARD**  
**CLIENT MEMORANDUM**

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**TO:** CAMP MEEKER RECREATION & PARK DISTRICT BOARD MEMBERS  
**FROM:** CHERYL DORAN GIRARD  
**SUBJECT:** JANUARY 16, 2024 WARRANTS AND FINANCIAL INFORMATION  
**DATE:** JANUARY 12, 2024

Financial Statements and Warrant Detail in the board packet following this memorandum provide information available through January 12, 2024.

2023/2024-007	RP-January 2024	4,241.68
\$125,494.17*	Water-January 2024	20,359.61

\*Includes Anderson Hall Roof \$100,892.88

The Financial statements included in the Board info packet represent revenue and expenses for the first seven months of the 2023-2024 fiscal year.

The Final Budget has been incorporated into the Profit and Loss data for Recreation and Park and Water Operations after Board approval at the September meeting.

Check registers included in the financial packet include all checks written since the last warrant approval on December 19. The warrant request 2023-2024-007 reflects all expenses received for the period ending January 12; however, the mail has been very slow in arriving after the holiday.

Year-end tax returns and reporting are in process.

Should you need to contact me, I can be reached via cell phone 707-696-2876.

CAMP MEEKER RECREATION AND PARK DISTRICT

WARRANT REQUEST # 2023-2024-007

VENDOR	CHECK AMOUNT	R&P FUND	WATER FUND	EXPLANATION
CMRPD Water System	-	-		
Doran-Girard, Cheryl	8,400.00	1,008.00	1,512.00	Consulting December23/January 2024
Doran-Girard, Cheryl		1,008.00	1,512.00	Consulting December23/January 2024
Doran-Girard, Cheryl		472.50	577.50	Consulting December23/January 2024
Doran-Girard, Cheryl		1,155.00	1,155.00	Consulting December23/January 2024
Perry Johnson	-	-	-	
Sonoma County Water Agency	7,231.05	-	7,231.05	2021/2022 SCWA Water Chgs
CMRPD Water System	-	-	-	
Russian River Utility	7,962.06		6,221.65	Contract Services
Russian River Utility		-	1,359.27	Electric Service Wtr System
Russian River Utility			381.14	Office Supplies
Russian River Utility				
Wavemaker Media	-	-	-	
US Bank	1,008.18	208.46		Anderson Hall Repairs
US Bank		74.48	79.28	Postage
US Bank		174.51	101.48	Communication
US Bank		118.68	177.80	Accounting Software
US Bank		22.05	51.44	Staples-Print Board Packet
Thrive Builders	27,824.99 *			
Thrive Builders	73,067.89 *			
	125,494.17	4,241.68	20,359.61	100,892.88

\*Paid From R&P Cap-WFB Invest

DIRECTOR APPROVAL:

DATE:

1/16/24

CAMP MEEKER RECREATION AND PARK DISTRICT									
Estimated Cash Report 2023-2024									
FUNDS➔		Rec & Park Operating 10	Rec & Park Capital 16	Water Operations 40	A&B Water Debt 70	Capital Repmnt 50	Totals		
Cash at 12/19/2023/		163,323.99	-	20,939.62	159,890.46	965,575.61	1,309,729.68		
Deposits 1/16/2024		-		-		-	-		
Warrants 1/16/2024		(4,241.68)		(20,359.61)			(24,601.29)		
Tax/Direct Charge Transfers		62,784.35	-	-		71,347.40	134,131.75		
Thrive Payments						(100,892.88)			
Hanover Insurance				13,346.47			13,346.47		
<b>Fund Totals</b>		221,866.66	-	13,926.48	159,890.46	936,030.13	1,331,713.73		
01.16.2024									

**Camp Meeker Recreation & Parks District**  
Check/Voucher Register - CDG-Current Check Register 2023-2024  
1010 - Cash In Wells Fargo Bank-Operating  
From 12/20/2023 Through 1/16/2024

<u>Check Number</u>	<u>Check Description</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
2551	System Generated Check/Vo...	Russian River Utility	1/16/2024	7,962.06
2552	System Generated Check/Vo...	Cheryl Doran-Girard	1/16/2024	8,400.00
2553	System Generated Check/Vo...	Sonoma County ...	1/16/2024	7,231.05
2555	Check deleted after printing....			0.00
2556	US Bank Visa 4246 0445 55...	US Bank	1/16/2024	<u>1,008.18</u>
		Total 1010 - Cash In Wells Fargo Bank-Operating		24,601.29



**Camp Meeker Recreation & Parks District**  
Check/Voucher Register - CDG-Current Check Register 2023-2024  
1015 - Cash in Wells Fargo Bank-Investments  
From 12/20/2023 Through 1/16/2024

<u>Check Number</u>	<u>Check Description</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
1034	Anderson Hall Roofing and R...	Thrive Constructio...	12/30/2023	73,067.89
1035	Invoice 23389-3.4	Thrive Constructio...	1/11/2024	<u>27,824.99</u>
		Total 1015 - Cash in Wells Fargo Bank-Investments		100,892.88
				<u>                    </u>
Report Total				<u><u>125,494.17</u></u>

**Camp Meeker Recreation & Parks District**  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
10 - Recreation & Park - Operating  
From 7/1/2023 Through 6/30/2024  
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
Revenue				
4001	Property Taxes-CY Secured	107,500	0	(107,500)
4101	Interest Pooled Cash -Sonoma County	0	(15)	(15)
4110	Interest Earned-Wells Fargo Bank	500	1,240	740
4210	Rental Fees-Anderson Hall	7,500	145	(7,355)
4215	Rental Fees-Other	1,900	1,108	(792)
4220	State-Home Owner Property Tax Relief	500	0	(500)
4290	Miscellaneous Revenues	0	87	87
	Total Revenue	<u>117,900</u>	<u>2,565</u>	<u>(115,335)</u>
Expenditures				
5017	Worker Compensation Insurance	1,500	519	981
5101	Communications-Telephone	1,350	468	882
5105	Communications-ISP Website	750	502	248
5110	Communications-Website Other	750	31	719
5112	Communications-WIFI	750	307	443
5115	Translation Services	0	8	(8)
5184	Janitorial Supplies	500	192	308
5185	Janitorial Services	1,500	260	1,240
5210	Insurance-Property & Liability	4,000	0	4,000
5301	Maintenance-Beach and Parks	5,000	0	5,000
5302	Maintenance-Bldgs & Improvements	0	16	(16)
5401	Memberships	750	437	313
5405	Miscellaneous	1,500	0	1,500
5410	Office Supplies	750	39	711
5415	Office Operations	0	20	(20)
5416	Lease-Accounting Software	1,250	682	568
5420	Training-Administrative	150	0	150
5425	Postage	175	10	165
5426	Printing Services	450	149	301
5427	Supplies	750	20	730
5501	Professional Fees-Web	1,000	289	711
5520	Administrative Services	15,480	9,461	6,019
5540	LAFCO Charges	450	0	450
5550	Legal Services	18,000	5,332	12,668
5555	Professional Services-Auditor	7,000	4,924	2,076
5556	Professional Services-Accounting	10,320	6,991	3,329
5570	Service Fee-PayPal	225	0	225
5575	Bank Service Fees	500	10	490
5576	Property Tax Administration Fee	1,200	0	1,200
5590	Gas and Oil	1,350	631	719
5591	Equipment Rentals	0	71	(71)
5592	Water and Sewer	1,350	668	682
5594	Utilities	1,250	523	727
8510	Remodel/Rehab/Renovate	25,000	247,808	(222,808)
8514	Maintenance & Repair-Major	136,000	0	136,000
	Total Expenditures	<u>241,000</u>	<u>280,370</u>	<u>(39,370)</u>
	Excess of Income Over (Under) Expense	<u>(123,100)</u>	<u>(277,805)</u>	<u>(154,705)</u>

**Camp Meeker Recreation & Parks District**  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
40 - Recreation & Parks - Water Operations  
From 7/1/2023 Through 6/30/2024  
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
Revenue				
4010	Direct Charges-Current Year	124,000	0	(124,000)
4260	Reimbursements	91,000	13,346	(77,654)
4310	Sales of Water-Residential	297,500	111,043	(186,457)
4625	Transfers-Within Fund In	127,500	0	(127,500)
	Total Revenue	<u>640,000</u>	<u>124,389</u>	<u>(515,611)</u>
Expenditures				
5017	Worker Compensation Insurance	1,200	1,211	(11)
5101	Communications-Telephone	600	393	207
5105	Communications-ISP Website	600	266	334
5110	Communications-Website Other	500	73	427
5112	Communications-WiFi	750	571	179
5115	Translation Services	0	18	(18)
5210	Insurance-Property & Liability	8,750	0	8,750
5401	Memberships	950	1,320	(370)
5405	Miscellaneous	6,300	240	6,060
5410	Office Supplies	850	521	329
5416	Lease-Accounting Software	2,520	1,097	1,423
5420	Training-Administrative	200	0	200
5425	Postage	175	113	62
5426	Printing Services	1,000	328	672
5427	Supplies	1,000	20	980
5501	Professional Fees-Web	750	581	169
5510	County Services	0	3,492	(3,492)
5515	Contract Services-Water Operations	150,000	62,719	87,281
5520	Administrative Services	23,220	14,191	9,029
5540	LAFCO Charges	1,250	0	1,250
5550	Legal Services	12,500	4,328	8,172
5555	Professional Services-Auditor	14,500	4,924	9,576
5556	Professional Services-Accounting	15,480	10,487	4,993
5565	Fiscal Agent Fees	1,250	0	1,250
5567	SCWA-Water Agency Fees	4,500	7,231	(2,731)
5575	Bank Service Fees	100	144	(44)
5576	Property Tax Administration Fee	3,600	0	3,600
5585	Public/Legal Notices	850	398	452
5587	Water System Fees-State	3,500	309	3,191
5590	Gas and Oil	0	122	(122)
5592	Water and Sewer	0	23	(23)
5594	Utilities	12,500	12,103	397
8511	Maintenance & Repair	0	11,579	(11,579)
8565	Equipment 2	200,000	0	200,000
8625	Tfr Within Fnd-Out	174,000	4,752	169,248
9001	Contingency	205	0	205
	Total Expenditures	<u>643,600</u>	<u>143,552</u>	<u>500,048</u>
	Excess of Income Over (Under) Expense	<u>(3,600)</u>	<u>(19,162)</u>	<u>(15,562)</u>

**Camp Meeker Recreation & Parks District**  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
50 - Recreation & Parks - Water Capital  
From 7/1/2023 Through 6/30/2024  
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
	Revenue			
4110	Interest Earned-Wells Fargo Bank	0	5,880	5,880
4625	Transfers-Within Fund In	<u>0</u>	<u>15,000</u>	<u>15,000</u>
	Total Revenue	<u>0</u>	<u>20,880</u>	<u>20,880</u>
	Expenditures			
8625	Tfr Within Fnd-Out	<u>0</u>	<u>15,000</u>	<u>(15,000)</u>
	Total Expenditures	<u>0</u>	<u>15,000</u>	<u>(15,000)</u>
	Excess of Income Over (Under) Expense	<u>0</u>	<u>5,880</u>	<u>5,880</u>

**Camp Meeker Recreation & Parks District**  
Statement of Revenues and Expenditures - Unposted Transactions Included In Report  
70 - Recreation & Park - USDA Debt Fund  
From 7/1/2023 Through 6/30/2024  
(In Whole Numbers)

		<u>Total Budget - Final</u>	<u>Current Year Actual</u>	<u>Total Budget Variance - Final</u>
	Revenue			
4625	Transfers-Within Fund In	<u>0</u>	<u>4,752</u>	<u>4,752</u>
	Total Revenue	<u>0</u>	<u>4,752</u>	<u>4,752</u>
	Expenditures			
7910	Long Term Debt-Principal	<u>0</u>	<u>45,000</u>	<u>(45,000)</u>
7911	Long Term Debt-Interest	<u>0</u>	<u>24,725</u>	<u>(24,725)</u>
	Total Expenditures	<u>0</u>	<u>69,725</u>	<u>(69,725)</u>
	Excess of Income Over (Under) Expense	<u>0</u>	<u>(64,973)</u>	<u>(64,973)</u>

**CAMP MEEKER RECREATION  
AND PARK DISTRICT**

**Financial Statements and  
Independent Auditor's Report  
For the Fiscal Year Ended June 30, 2023**  
*(With Comparative Amounts for fiscal Year 2022)*

# CAMP MEEKER RECREATION AND PARK DISTRICT

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Blomberg & Griffin Accountancy Corporation  
Certified Public Accountant

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Camp Meeker Recreation and Park District  
Camp Meeker, California

### Opinions

We have audited the accompanying financial statements of the and for the years ended June 30, 2023, and, and the related notes to the financial statements, which collectively comprise the Camp Meeker Recreation and Park District, basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Camp Meeker Recreation and Park District, as of June 30, 2023, and 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the State Controller's Minimum Audit Requirements for California Special District. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Camp Meeker Recreation and Park District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Camp Meeker Recreation and Park District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the

aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Camp Meeker Recreation and Park District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Camp Meeker Recreation and Park District's ability to continue as a going concern for a reasonable period.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (pages 4-11) and budgetary comparison (pages 34-37) information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Blomberg & Griffin, A.C.  
Stockton, CA

December 29, 2023

**CAMP MEEKER RECREATION AND PARK DISTRICT****Management Discussion and Analysis****June 30, 2023 and 2022**

As management of the Camp Meeker Recreation and Parks District we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal years ended June 30, 2023 and 2022. We encourage readers to consider the information presented here in conjunction with the District's financial statements (pages 12-20), the accompanying notes to the basic financial statements (pages 21-33) and required supplementary information (pages 34-37).

**Financial Highlights**

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year by \$4,631,375 (net position). Of this amount, \$1,569,574 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors. The assets of the District exceeded its liabilities at the close of the fiscal year June 30, 2022 by \$4,524,493 (net position). Of this amount, \$1,422,835 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The District's total net position increased by \$106,882 in 2023 and \$128,074 for 2022.
- As of the close of the current fiscal year, the District's governmental funds reported an ending fund balance of \$281,710, a net increase of \$61,614 in comparison with the year ended June 30, 2022. For the fiscal year ended June 30, 2022, the District's governmental funds reported an ending fund balance of \$220,096, an increase of \$26,509 in comparison with the year ended June 30, 2021.
- The District's total long-term liabilities decreased by \$43,000 and \$41,000 during the fiscal years ended June 30, 2023 and 2022, respectively.
- Capital plan has been completed and expenditures for replacements will begin in the 2023- 2024 fiscal year.
- The District total assets increased by \$96,134, and \$40,433, for the fiscal years ended June 30, 2023, and 2022, respectively. The increase is mainly due to increase in cash and investments.

**CAMP MEEKER RECREATION AND PARK DISTRICT**  
Management Discussion and Analysis  
June 30, 2023 and 2022

**Overview of the Financial Statements:**

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: 1) government- wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements themselves.

**Government-wide financial statements:**

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private- sector business.

The statement of net position present information on all of the District's assets and liabilities, with the difference between two reported as net assets. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found on pages 12-14 of this report.

**Fund financial statements:**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District's funds are governmental funds.

**CAMP MEEKER RECREATION AND PARK DISTRICT****Management Discussion and Analysis**

June 30, 2023 and 2022

**Governmental funds:**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District uses governmental funds to account for its activities. The District adopts an annual appropriated budget for its funds. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 15-20 of this report.

Notes to the basic financial statements - The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 21-33 of this report.

**CAMP MEEKER RECREATION AND PARK DISTRICT**  
**Management Discussion and Analysis**  
**June 30, 2023 and 2022**

**Government-wide Financial Analysis:**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets exceeded liabilities by \$4,631,375 and \$4,524,493 at the close of June 30, 2023 and 2022, respectively.

A large portion of the District's net position (65.28 percent and 67.60 percent) reflects its investment in capital assets (e.g. buildings and improvements and equipment). The District uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

	<b>NET POSITION</b>			
	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total 2023</u>	<u>Total 2022</u>
Current and other assets	\$ 312,820	\$ 1,364,015	\$ 1,676,835	\$ 1,500,989
Capital assets	532,380	3,432,921	3,965,301	4,050,658
Other non-current assets	<u>6,762</u>	<u>4,652</u>	<u>11,414</u>	<u>5,769</u>
<b>Total assets</b>	<u>851,962</u>	<u>4,801,588</u>	<u>5,653,550</u>	<u>5,557,416</u>
<b>Total liabilities</b>	<u>37,872</u>	<u>984,303</u>	<u>1,022,175</u>	<u>1,032,923</u>
Net investment in capital assets	532,380	2,483,921	3,016,301	3,058,658
Restricted for debt service	-	45,500	45,500	43,000
Unrestricted	<u>281,710</u>	<u>1,287,864</u>	<u>1,569,574</u>	<u>1,422,835</u>
<b>Total net position</b>	<u>\$ 814,090</u>	<u>\$ 3,817,285</u>	<u>\$ 4,631,375</u>	<u>\$ 4,524,493</u>

The balance of the unrestricted net position is \$1,569,574 for 2023 and \$1,422,835 for 2022. The unrestricted net position may be used to meet the District's ongoing obligations to citizens and vendors.

At the end of the current fiscal year, the District is able to report positive balances in all categories of net position. The same held true for the prior fiscal year.

# CAMP MEEKER RECREATION AND PARK DISTRICT

## Management Discussion and Analysis

June 30, 2023 and 2022

**Governmental activities** - Governmental activities increased the District's net position by \$106,882 for 2023 and \$128,074 for 2022. This increase is a result of a net gain in the governmental and business activities.

### CHANGES IN NET POSITION

	Governmental Activities	Business-Type Activities	Total 2023	Total 2022
Revenues				
Program revenue	\$ -	\$ 259,696	\$ 259,696	\$ 256,100
General revenue	120,380	126,511	246,891	274,536
Investment income	1,956	8,454	10,410	1,323
Total revenues	122,336	394,661	516,997	531,959
Expenses:				
Program expenses	70,204	339,911	410,115	396,832
Total expenses	70,204	339,911	410,115	396,832
Change in net position	52,132	54,750	106,882	135,127
Net position, beginning of the year	761,958	3,762,535	4,524,493	4,396,419
Prior period adjustment	-	-	-	(7,053)
Net position, beginning of the year, rested	761,958	3,762,535	4,524,493	4,389,366
Net position, end of the year	\$ 814,090	\$ 3,817,285	\$ 4,631,375	\$ 4,524,493



**CAMP MEEKER RECREATION AND PARK DISTRICT**  
Management Discussion and Analysis  
June 30, 2023 and 2022

**Financial Analysis of the Government's Funds**

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related requirements.

**Governmental Funds**

The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the fiscal year June 30, 2023, and 2022, the District's governmental funds reported ending fund balances of \$281,710 and \$220,096 respectively, a net increase of \$61,614 for 2023 and decrease of \$26,508 for 2022 in comparison with the prior year.

**Governmental Funds, continued**

The general fund is the chief operating fund of the District. At the end of June 30, 2023 and 2022, unreserved fund balance of the general fund was \$234,368, and \$172,754, respectively. As a measure of the general fund's liquidity, it may be useful to compare unreserved fund balance to total fund expenditures. Unreserved fund balance represents 386 percent for June 30, 2023 and 245 percent for June 30, 2022 of total general fund expenditures which were \$60,722 and \$71,602, for the fiscal year ended June 30, 2023, and 2022, respectively.

**Enterprise Funds**

The focus of the District's enterprise funds is to provide information on near-term inflows, outflows, and balances of spendable resources of the water operations. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.



**CAMP MEEKER RECREATION AND PARK DISTRICT****Management Discussion and Analysis****June 30, 2023 and 2022****General Fund Budgetary Highlights**

Material differences between the original budget and the final amended budget can be briefly summarized as follows:

- Less grant income than anticipated
- Increase in water operations
- Less service and supply expenses anticipated

**Capital Assets**

The District's investment in capital assets, as of June 30, 2023 and 2022, amounts to \$3,965,301, and \$4,050,658, (net of accumulated depreciation), respectively. This investment in capital assets includes equipment, buildings, and improvements.

Additional information on the District's capital assets can be found in Note 1 on page 21 and Note 4 on pages 31-33 of this report.

**Debt Administration**

At the end of the fiscal year the District had total long-term obligations of \$903,500 and \$949,000, respectively, in notes payable, during June 30, 2023 and 2022, the District's long-term debt decreased by \$45,500 and \$43,000, respectively.

The status of the funds held at the County of Sonoma was reviewed throughout the first quarter of the 2023 fiscal year. Accordingly, there will be a reallocation of the monies collected as direct charges to capital replacement and USDA debt resolution.

**Economic Factors and Next Year's Budgets and Rates**

The following factors were considered in preparing the District's budget for the fiscal year ending June 30, 2024:

- Water service charge increases are expected for the 2023-2024 fiscal year
- Various Capital, equipment replacement costs and necessary large repair costs

**CAMP MEEKER RECREATION AND PARK DISTRICT****Management Discussion and Analysis**

June 30, 2023 and 2022

**Request for Information**

The financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Camp Meeker Recreation and Park District, Post Office Box 461, Camp Meeker, California 95419.

## CAMP MEEKER RECREATION PARK DISTRICT

## Statement of Net Position

June 30, 2023 and 2022

	Governmental Activities	Business-Type Activities	Totals	
			2023	2022
<b>ASSETS</b>				
Current Assets:				
Cash in cash equivalents	\$ 306,712	\$ 1,328,867	\$ 1,635,579	\$ 1,474,638
Accounts Receivable	106	6,317	6,423	7,502
Prepaid Expense	3,226	7,526	10,752	-
Intergovernmental receivable	2,776	59	2,835	3,434
Due from general Funds	-	21,246	21,246	15,415
Total Current Assets	<u>312,820</u>	<u>1,364,015</u>	<u>1,676,835</u>	<u>1,500,989</u>
Capital Assets, net of depreciation				
Construction in process	-	19,249	19,249	19,249
Land	244,643	82,958	327,601	327,601
Water system and pipeline	-	3,330,714	3,330,714	3,406,589
Building and improvements	<u>287,737</u>	<u>-</u>	<u>287,737</u>	<u>297,219</u>
Total Capital Assets	<u>532,380</u>	<u>3,432,921</u>	<u>3,965,301</u>	<u>4,050,658</u>
Other assets				
Restricted cash in Treasury	<u>6,762</u>	<u>4,652</u>	<u>11,414</u>	<u>5,769</u>
Total Assets	<u>\$ 851,962</u>	<u>\$ 4,801,588</u>	<u>\$ 5,653,550</u>	<u>\$ 5,557,416</u>
<b>LIABILITIES</b>				
Current Liabilities:				
Accounts Payable	\$ 6,226	\$ 23,204	\$ 29,430	\$ 4,025
Deferred revenue	5,625	-	5,625	6,725
Rental deposits	4,775	-	4,775	1,625
Water fees paid in advance	-	260	260	260
Interest payable	-	11,839	11,839	12,873
Due to enterprise fund	21,246	-	21,246	15,415
Current portion of notes payable	<u>-</u>	<u>45,500</u>	<u>45,500</u>	<u>43,000</u>
Total Current Liabilities	<u>37,872</u>	<u>80,803</u>	<u>118,675</u>	<u>83,923</u>
Long Term Liabilities				
Notes Payable	<u>-</u>	<u>903,500</u>	<u>903,500</u>	<u>949,000</u>
Total Liabilities	<u>37,872</u>	<u>984,303</u>	<u>1,022,175</u>	<u>1,032,923</u>
<b>NET POSITION</b>				
Invested in Capital Assets,				
Net of Related Debt	532,380	2,483,921	3,016,301	3,058,658
Restricted for Debt Service	-	45,500	45,500	43,000
Unrestricted	<u>281,710</u>	<u>1,287,864</u>	<u>1,569,574</u>	<u>1,422,835</u>
Total Net Position	<u>814,090</u>	<u>3,817,285</u>	<u>4,631,375</u>	<u>4,524,493</u>
Total Liabilities and Net Position	<u>\$ 851,962</u>	<u>\$ 4,801,588</u>	<u>\$ 5,653,550</u>	<u>\$ 5,557,416</u>

The accompanying notes are an integral part of the financial statements

## CAMP MEEKER RECREATION PARK DISTRICT

## Statement of Activities and Changes in Net Position

For the Years Ended June 30, 2023 and 2022

	Governmental Activities	Business-Type Activities	Totals	
			2023	2022
<b>EXPENDITURES/EXPENSES:</b>				
Services and supplies	\$ 60,722	\$ 214,599	\$ 275,321	\$ 259,009
Depreciation Expense	9,482	75,875	85,357	85,357
Total Expenditures/Expenses	70,204	290,474	360,678	344,366
<b>PROGRAM REVENUES:</b>				
Charges for Water Operations	-	259,696	259,696	256,100
Net Program Loss	(70,204)	(30,778)	(100,982)	(88,266)
<b>GENERAL REVENUES:</b>				
Taxes	111,044	126,511	237,555	224,197
Rental income	8,742	-	8,742	5,200
Investment Income	1,956	8,454	10,410	1,323
Interest expense	-	(49,437)	(49,437)	(52,466)
Intergovernmental revenue	507	-	507	7,140
Other Income	87	-	87	37,999
Total General Revenues	122,336	85,528	207,864	223,393
Change in Net Position	52,132	54,750	106,882	135,127
<b>Net Position - Beginning of Year</b>	761,958	3,762,535	4,524,493	4,396,419
Prior Period Adjustment	-	-	-	(7,053)
Net Position - Beginning of Year, restated	761,958	3,762,535	4,524,493	4,389,366
<b>Net Position - End of Year</b>	\$ 814,090	\$ 3,817,285	\$ 4,631,375	\$ 4,524,493

The accompanying notes are an integral part of the financial statements

## CAMP MEEKER RECREATION PARK DISTRICT

Statement of Cash Flows-Combined  
For the Years Ended June 30, 2023 and 2022

	<b>Business-Type Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Cash Received from Customers	\$ 261,374	\$ 277,321
Cash paid to suppliers	(259,652)	(311,118)
Net Cash Provided (Used) by operations	1,722	(33,797)
<b>CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:</b>		
Cash received from property tax	238,062	231,337
Cash received from other activities	8,829	43,199
Net Cash Provided (Used) by Non-Capital Activities	246,891	274,536
<b>CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES:</b>		
Property Survey	-	(5,870)
Interest payment of note payable	(49,437)	(52,466)
Principal payment of note payable	(43,000)	(41,000)
Net Cash Provided (Used) by Financing Activities	(92,437)	(99,336)
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Interest received	10,410	1,323
Change in investment Treasury	(5,645)	(2,264)
Net Cash Provided (Used) by Investing Activities	4,765	(941)
<b>Net Change In Cash</b>	<b>160,941</b>	<b>140,462</b>
<b>Cash And Cash Equivalents, Beginning of Year</b>	<b>1,474,638</b>	<b>1,334,176</b>
<b>Cash And Cash Equivalents, End of Year</b>	<b>\$ 1,635,579</b>	<b>\$ 1,474,638</b>
<b>Reconciliation of Operating Income (Loss) To Net Cash Provided By Operating Activities</b>		
Operating Income	\$ (100,982)	\$ (88,266)
<b>Adjustment to reconcile change in net assets to cash from operations</b>		
Depreciation and amortization	85,357	85,357
(Increase) Decrease in:		
Accounts Receivables	1,678	21,221
Prepaid Expense	(10,752)	-
Increase (Decrease) in:		
Accounts Payable	25,405	(5,226)
Other Payable	3,150	(2,000)
Interest Payable	(1,034)	(42,609)
Deferred revenue	(1,100)	4,779
Prior period adjustment	-	(7,053)
Net Cash Provided (Used) by Operating Activities	\$ 1,722	\$ (33,797)

The accompanying notes are an integral part of the financial statements

## CAMP MEEKER RECREATION AND PARK DISTRICT

## Balance Sheet

## Governmental Funds

June 30, 2023 and 2022

	Governmental Activities	
	2023	2022
<b>ASSETS:</b>		
Cash and cash equivalents	\$ 306,712	\$ 244,160
Receivable	2,882	2,190
Prepaid Expense	3,226	-
Cash in Treasury	6,762	-
Total Assets	<u>\$ 319,582</u>	<u>\$ 246,350</u>
<b>LIABILITIES and FUND BALANCES:</b>		
<b>Liabilities:</b>		
Accounts Payable	6,226	2,489
Deferred revenue	5,625	6,725
Due to enterprise funds	21,246	15,415
Rental deposits	4,775	1,625
Total Liabilities	<u>37,872</u>	<u>26,254</u>
<b>Fund Balances:</b>		
Assigned for capital improvements	47,342	47,342
Unreserved	234,368	172,754
Total Fund Balances	<u>281,710</u>	<u>220,096</u>
Total Liabilities and Fund Balances	<u>\$ 319,582</u>	<u>\$ 246,350</u>
<b>Fund Balances - total government funds:</b>	\$ 281,710	\$ 220,096
Amount reported for governmental activities in the statement of net assets is different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.	<u>532,380</u>	<u>541,862</u>
Net position of governmental activities	<u>\$ 814,090</u>	<u>\$ 761,958</u>

The accompanying notes are an integral part of the financial statements

**CAMP MEEKER RECREATION AND PARK DISTRICT**  
Statement of Revenues, Expenditures, and Changes in Fund Balances  
Governmental Funds  
For the Years Ended June 30, 2023 and 2022

	<b>Governmental Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>GENERAL REVENUES:</b>		
Property Taxes	\$ 111,044	\$ 99,036
Real estate rental	8,742	5,200
State HOPTR	507	502
Investment income	1,956	274
Misc. Revenue	87	152
Total Revenues	<u>122,336</u>	<u>105,164</u>
<b>EXPENDITURES:</b>		
Services and supplies	60,722	65,732
Capital improvements - survey	-	5,870
Total Expenditures	<u>60,722</u>	<u>71,602</u>
Net Change in Fund Balances	61,614	33,562
Fund Balances - Beginning of Year	220,096	193,588
Interfund adjustments	-	(7,054)
Fund balance, beginning of year restated	<u>220,096</u>	<u>186,534</u>
<b>Fund Balances - End of Year</b>	<u><u>\$ 281,710</u></u>	<u><u>\$ 220,096</u></u>

The accompanying notes are an integral part of the financial statements

**CAMP MEEKER RECREATION AND PARK DISTRICT**  
Reconciliation of Statements of Revenues, Expenditures and Changes in  
Fund Balance of Governmental Funds to Statements of Activities  
For the Years Ended June 30, 2023 and 2022

	<b>Governmental Activities</b>	
	<u><b>2023</b></u>	<u><b>2022</b></u>
Net change in fund balance- Governmental Funds	\$ 61,614	\$ 33,562
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Current year Depreciation	(9,482)	(9,482)
Capital Improvements Survey	<u>-</u>	<u>5,870</u>
Net Position - Governmental Activities	<u><u>\$ 52,132</u></u>	<u><u>\$ 29,950</u></u>

The accompanying notes are an integral part of the financial statements



## CAMP MEEKER RECREATION AND PARK DISTRICT

Enterprise Funds  
Statement of Net Position  
June 30, 2023 and 2022

	<b>Business Type Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>ASSETS:</b>		
Current Assets		
Cash in cash equivalents	\$ 1,328,867	\$ 1,230,478
Accounts Receivable - Net	6,317	7,502
Property tax receivable	59	1,244
Prepaid Expense	7,526	-
Due from Other Funds	21,246	15,415
<b>Total Current Assets</b>	<b>1,364,015</b>	<b>1,254,639</b>
<b>Capital assets, net of accumulated depreciation</b>		
Construction in process	19,249	19,249
Land	82,958	82,958
Water system and pipeline	3,330,714	3,406,589
<b>Total Capital Assets</b>	<b>3,432,921</b>	<b>3,508,796</b>
<b>Other assets</b>		
Restricted cash in treasury	4,652	5,769
<b>Total Assets</b>	<b>\$ 4,801,588</b>	<b>\$ 4,769,204</b>
<b>LIABILITIES:</b>		
Current Liabilities		
Accounts Payable	\$ 23,204	\$ 1,536
Water fees paid in advance	260	260
Interest payable	11,839	12,873
Current portion in notes payable	45,500	43,000
<b>Total Current Liabilities</b>	<b>80,803</b>	<b>57,669</b>
<b>Long Term Liabilities</b>		
Notes payable	903,500	949,000
<b>Total Liabilities</b>	<b>984,303</b>	<b>1,006,669</b>
<b>NET POSITION:</b>		
Invested in Capital Assets, Net of Related Debt	2,483,921	2,516,796
Reserve for Debt Service	45,500	43,000
Unrestricted	1,287,864	1,202,739
<b>Total Net Position</b>	<b>3,817,285</b>	<b>3,762,535</b>
<b>Total Liabilities and Net Position</b>	<b>\$ 4,801,588</b>	<b>\$ 4,769,204</b>

The accompanying notes are an integral part of the financial statements

## CAMP MEEKER RECREATION AND PARK DISTRICT

## Enterprise Funds

## Revenues, Expenses, and Changes in Net Position

For the Years Ended June 30, 2023 and 2022

	<b>Business-Type Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>OPERATING REVENUES:</b>		
Charges for Water Operations	\$ 259,696	\$ 256,100
<b>Total Operating Revenue</b>	<b>259,696</b>	<b>256,100</b>
<b>OPERATING EXPENSES:</b>		
Services and supplies	214,599	193,277
Depreciation	75,875	75,875
<b>Total Operating Expenses</b>	<b>290,474</b>	<b>269,152</b>
<b>Net Operating Income (Loss)</b>	<b>(30,778)</b>	<b>(13,052)</b>
<b>General Revenues</b>		
Property taxes revenue	126,511	125,161
Interest Income	8,454	1,049
Interest expense	(49,437)	(52,466)
Intergovernmental revenue	-	6,638
Miscellaneous Income	-	37,847
<b>Total Nonoperating Revenues</b>	<b>85,528</b>	<b>118,229</b>
<b>Change in Net Position</b>	<b>54,750</b>	<b>105,177</b>
<b>Net position, beginning of the year</b>	<b>3,762,535</b>	<b>3,657,358</b>
<b>Total Net Position - End of Year</b>	<b>\$ 3,817,285</b>	<b>\$ 3,762,535</b>

The accompanying notes are an integral part of the financial statements

## CAMP MEEKER RECREATION AND PARK DISTRICT

## Enterprise Funds, Statement of Cash Flows

For the Years Ended June 30, 2023 and 2022

	<b>Business-Type Activities</b>	
	<b>2023</b>	<b>2022</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Cash Received from Customers and other funds	\$ 256,235	\$ 276,126
Cash Payments for Goods and Services	(201,491)	(235,656)
Net Cash Provided (Used) by Operating Activities	54,744	40,470
<b>CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:</b>		
Cash received from property tax	126,511	131,799
Cash received from other activities	-	37,847
Net Cash Provided (Used) by Non-Capital Activities	126,511	169,646
<b>CASH FLOWS FROM CAPITAL AND FINANCING ACTIVITIES:</b>		
Purchase of property, plant and equipment	-	-
Interest received	8,454	1,049
Interest payment of note payable	(49,437)	(52,466)
Principal payment of note payable	(43,000)	(41,000)
Net Cash Used by capital financing activities	(83,983)	(92,417)
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Change in investment treasury	1,117	(2,264)
Net change in cash	98,389	115,435
Cash and cash equivalents, Beginning of Year	1,230,478	1,115,043
Cash and cash equivalents, End of Year	\$ 1,328,867	\$ 1,230,478
<b>Reconciliation of Operating Income (loss) to Net Cash Provided by Operating Activities:</b>		
Net Operating Income	\$ (30,778)	\$ (13,052)
Depreciation and amortization	75,875	75,875
(Increase) Decrease in:		
Accounts Receivables	2,370	18,441
Prepaid Expense	(7,526)	-
Due to/from Other Funds	(5,831)	1,585
Increase (Decrease) in:		
Accounts Payable	21,668	(2,394)
Interest payable	(1,034)	(42,609)
Deferred revenue	-	2,624
Net Cash Provided (Used) by Operating Activities	\$ 54,744	\$ 40,470

The accompanying notes are an integral part of the financial statements

## CAMP MEEKER RECREATION AND PARK DISTRICT

### Notes to Basic Financial Statements

June 30, 2023 and 2022

#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Camp Meeker Recreation and Park District (District) was formed by resolution of the Board of Supervisors of the County of Sonoma in September 1935 as a special district under and pursuant to provisions of the Public Resources Code, Div. 5, Chapter 4, Section 5780 (et sec) of the State of California. The District serves taxpayers and residents in a specific unincorporated area of the County of Sonoma, the boundaries of which are set by resolution of the Board of Supervisors. The District was further authorized as a "county water district by the state legislature" in April 1994 and was further awarded sewer powers in August 1999. The District's governmental powers are exercised through an elected Board of Directors.

#### **Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Taxes, interest, and charges for services are accrued when receipt occurs within three hundred sixty-five days of the end of the accounting period, so as to be both measurable and available. Licenses, permits, fines, forfeitures, and other revenues are recorded as revenues when received in cash, because they are generally not measurable until received. Property taxes are accrued when their receipt occurs within sixty days of the end of the accounting period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to compensated absences and claims judgments are recorded only when payment is due.

# CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Amounts recorded as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided and 2) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than program revenues. Likewise, general revenues include all taxes.

#### Cash and cash equivalents

The District hold funds in an Insured Cash Sweep account and other funds that are all federally insured, except for a petty cash fund at local financial institutions. The District also holds an account with the County Treasury as required by their lender.

#### **Receivables**

Direct Charges Receivable - Direct charges collected are apportioned to the District to supplement property taxes collected for the water system debt. Not all of the assessments are collected as of June 30, 2023 and 2022; therefore, the remainder of the uncollected assessments is considered direct charges receivable, if any.

Property Taxes - The County of Sonoma is responsible for assessing, collecting, and distributing property taxes in accordance with state law. Liens on real property are established January 1 for the ensuing fiscal year. The property tax is levied as of July on all taxable property located in the County of Sonoma. Secured property taxes are due in two installments, on November 1 and February 1, and are delinquent after December 10 and April 10, respectively. Additionally, supplemental property taxes are levied on a pro rata basis when changes in assessed valuation occur due to sales transactions or the completion of construction.

Since the passage of California's Proposition 13, beginning with the fiscal year 1978/1979, general property taxes are based either on a flat 1% rate applied to the 1975/1976 full value, or on one percent of the sales price of the property on sales transactions and construction after the 1975/1976 valuation. Taxable values on properties (exclusive of increases related to sales and construction) can rise at a maximum of two percent per year.

Special Taxes are a type of direct charge applied to each parcel of property within the District for a specific dollar amount and for a specific purpose.

# CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

On June 30, 1993, the board of Supervisors adopted the "Teeter" Method of property tax allocation. This method allocates property taxes based on the total property tax billed. At Year-end, the county advances cash to each taxing jurisdiction equal to its current year delinquent property taxes based on the total property tax billed. In exchange, the county receives the penalties and interest on delinquent taxes when collected. The penalties and interest are used to pay the interest cost of borrowing the cash used for the advances.

Water fee receivables - The District reports receivables for all outstanding water charges. All are expected to be paid in full and therefore, there is no allowance for bad debt.

### Capital Assets

Capital assets, which include land, buildings and improvements, and equipment, are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of five years. Such assets are recorded at historical cost of purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Buildings and improvements and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset</u>	<u>Years</u>
Buildings and improvements	50
Water system and pipeline	75
Equipment	5-15



# CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### Net Position

Net position is classified into three components - invested in capital assets, unrestricted and restricted for debt fund. These classifications are defined as follows:

- Invested in capital assets, net of related debt - This component of net position consists of capital assets, net accumulated depreciation, and net of related debt if any.
- Unrestricted net position - This component of net position consists of net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt".
- Restricted for debt fund- This component of net position consists of restricted funds that can only be spent for specific debt related purposes stipulated by external funder.

#### Fund Balance

The Governmental Accounting Standards Board (GASB) released Statement 54- "Fund Balance Reporting and Governmental Fund Type Definitions" (GASB 54) on March 11, 2009, which is effective for the District's fiscal years ending June 30, 2018 and 2017. This Statement is intended to improve the usefulness of the amounts reported in fund balance by providing more structured classifications. Under GASB 54, fund balance is reported under the following two classifications:

Assigned Fund Balance - consists of amounts intended for a specific purpose by a District official that has been delegated authority to assign amounts. This fund balance classification reflects funds assigned for capital projects.

Unassigned Fund Balance - consists of any remaining fund balance that has not been reported in any other classification.

For the purpose of fund balance classification, the District's policy is to have expenditures spent from the restricted fund balances first, followed in order by committed fund balance (if any), assigned fund balance (if any), and last unassigned fund balance.

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

# **CAMP MEEKER RECREATION AND PARK DISTRICT**

Notes to Basic Financial Statements

June 30, 2023 and 2022

## **NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

### **Estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates; the financial statements include some amounts that are based on management's best estimates and judgments. The most significant estimates include the collectability of property taxes in determining the allowance for uncollectible taxes, depreciation lives and methods, and compensated absences. These estimates may be adjusted as more current information becomes available and any adjustment could be significant.

## **NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

### **Budgetary Information**

Budgetary revenue estimates represent original estimates modified for any authorized adjustments, which were contingent upon new or additional revenue resources. Budgetary expenditure amounts represent original appropriations adjusted by budget transfers and authorized appropriation adjustments made during the year. All budgets are adopted on a non-GAAP basis.

## **NOTE 3 DETAILED NOTES**

### **Cash and Investments**

The District maintains cash balances at Wells Fargo bank, a local financial institution. Wells Fargo serves as a depository for public funds and certain eligible securities as collateral.

**1. Investment Policy:** The District shall invest its moneys (other than its monthly operating fund) in savings accounts, certificates of deposit and federally insured banks and savings and loan institutions, or through the Sonoma County pooled investment fund and any other lawfully permitted investment through that fund, with the following qualifications:

Treasurer. The responsibility for conducting the District's investment program and day to day investment functions resides with the District Treasurer.



## CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

## NOTE 3 DETAILED NOTES (continued)

- a) Authorized Depositories. Deposits shall only be made in qualified public depositories as authorized under State statute. In selecting financial institutions for the deposit or investment of District funds, the Treasurer shall consider the credit rating of the institutions.
- b) Maximum Term. The maximum Term of any deposit account shall be *five* (5) years.
- c) Maximum Investment in Single Institution. The maximum invested in any single bank or savings and loan institution shall be no more than the available insurance covering such deposits or Two Hundred Fifty Thousand Dollars (\$250,000.00), *whichever is lesser*. The amount so deposited shall not cause the total invested in anyone (1) institution, including accrued interest, to exceed the available deposit insurance.
- d) Pooled Investment Fund. Investments made through the Sonoma County Pooled Investment Fund are not required to be insured.
- e) Brokered Certificates of Deposit. The District may invest funds in brokered certificates of deposit, provided that:
  - I. The funds are invested through a Federally licensed securities brokerage firm;
  - II. The brokerage firm maintains at least Five Hundred Thousand Dollars (\$500,000.00) protection through the Securities Investor Protection Corporation ("SIPC") on all District funds while in the control of the brokerage.
- f) Brokered Certificates of Deposit, continued.
  - III. Funds invested in each certificate of deposit be only in the name of the District; and
  - IV. The amount invested in each certificate of deposit does not exceed the maximum insured limit through the Federal Deposit Insurance Corporation ("FDIC").
- g) Waiver of Collateralization. To provide security to District funds in those situations where the District accounts with an FDIC insured bank or savings and loan exceed the FDIC insurance limit (e.g. due to interest re-deposited), the District is authorized to enter into a Waiver of Collateralization or Security Agreement with the lending institution, provided that
  - I. The financial institution has committed to provide and maintain approved collateral for all deposits in excess of Two Hundred Fifty Thousand Dollars (\$250,000) in accordance with Government Code Section 53652; and
  - II. The financial institution remains fully insured under the FDIC for up to Two Hundred Fifty Thousand Dollars (\$250,000.00) of deposits by the District.
- h) Other Investments. The District may, from time to time, make such *other* investments as are authorized by the California Government Code (as amended or replaced); provided that prior to making any investments not previously authorized and set forth in this investment policy, that the Board of Directors shall review the type of investment and adopt an amendment to this investment policy authorizing same.

# CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

### NOTE 3 DETAILED NOTES, (continued)

**2. Investment Transaction.** Every investment transaction must be reviewed and authorized by the Board of Directors and documented by the Treasurer of the District.

**3. Monthly Report.** The Treasurer shall submit a monthly report to the Board of Directors in accordance with the requirements of Government Code Section 53646. All such reports shall include a comparison with the report last generated and include, in addition, the following elements:

- a. Type of Investment.
- b. Institution.
- c. Date of Maturity.
- d. Amount of Deposit.
- e. Rate of Interest; and
- f. Statement relating to the Report of the Investment Policy.

### 4. Withdrawals and Transfers.

- a. Investments. Any withdrawal, renewal or transfer of funds held as investments pursuant to this investment policy shall require approval of the Board of Directors and, except with respect to a roll-over or renewal, the signature of two (2) persons authorized by the Board of Directors.
- b. Operating Account. All withdrawals, transfers and checks drawn on the District checking accounts shall require the signatures of two (2) persons authorized by the Board of Directors of the District.

**5. Temporary, Non-Insured Investments.** The District shall be allowed to deposit funds in excess of the Two Hundred Fifty Thousand Dollars (\$250,000) insurance limit set forth in this investment policy into the district's operating, checking account for a period up to four (4) months each, pending the utilization of the proceeds received from the County of Sonoma on the annual Water Direct Charges collected from the County Tax Rolls. Due to the large size of these annual payments, and due to the fact, there is often a need for the prompt expenditure of all or large parts of such payments, it is impractical for short-term periods to place such funds in insured savings deposit accounts.

# CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

### NOTE 3 DETAILED NOTES, (continued)

**6. Signatory Authorization.** Once annually, following the adoption of the District's annual budget (or additionally upon the creation of a new investment), the Board of Directors shall, by resolution, authorize specific persons among the Board to be the signatories on all investment accounts of the District. Such persons shall not consist of the persons handling the day-to-day financial operations of the District. All District checks or warrants shall be signed by two authorized persons. The resolution shall further provide that, until a further resolution is adopted, only the named signatories shall be permitted to authorize deposits, withdrawals, and transfers of District monies.

a. Within thirty (30) days of the adoption of the authorizing resolution or creation of a new investment, a copy of the resolution establishing the signatories shall be delivered to each financial institution in which the District has any investment with a request that the institution acknowledge receipt of such resolution.

b. In order to carry out the provisions of this Section 6, the District Secretary shall prepare a cover letter to the financial institution, to be signed by the Chairman of the Board, enclosing a copy of the current Board resolution authorizing only certain signatories on the account or investment. The letter shall request that the financial institution respond in writing and provide the following information directly to the Chairman at his/her home mailing address:

I. Written verification of the financial institution's receipt of a copy of the current Board resolution authorizing certain signatories on the type of account invested with the financial institution; and

II. A photocopy of the record of the financial institution which shows the actual signatures of the persons authorized to make withdrawals and transfers on the accounts or investments of the District with that institution.

c. Upon receipt of the financial institution's written reply, the Chairman of the board shall present such reply at the next Board meeting to verify all signatures on the accounts or investments. The originals of the replies of the financial institutions shall be maintained in a separate file with the District.

**7. Bonding.** All employees of the District who have been authorized to co-sign payments, transfers, deposits and/or withdrawals of District funds shall be bonded in an amount determined by the Board of Directors by an insurance company rated A or better in Best's Guide. The bonding of Directors under the insurance policy with SDRMA is deemed to be a sufficient performance bond as required by Public Resources Code 5784.9(e).

**8. Internal Controls.** By this Policy, the District has adopted in writing such internal controls as the Board reasonably believes is reasonably required to prevent loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District.

# CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

### NOTE 3 DETAILED NOTES, (continued)

a. The Board of Directors shall on an annual basis establish a process for independent review of these controls by an external auditor in conjunction with the regular audits of the District's accounts and records pursuant to Public Resources Code Section 5788.25(a) and Government Code Section 26909.

**9. Conflicts of Interest.** Officers, staff, and Board members involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the District's investment program or which could impair their ability to make impartial investment decisions.

a. Employees, officers, and Board members shall disclose to the District Secretary any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial or investment positions that could be related to the performance of the District. These disclosure requirements shall include complying with the disclosure and disqualification requirements as established by the Fair Political Practices Commission and Conflict of Interest Codes of the District.

**10. Custodial Credit Risk.** Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Governments Code and the Treasury Pool's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits and securities lending transactions:

a. The California Government Code requires that a financial institution secure deposit made by state or local government units by pledging securities in an undivided collateral pool held by depository regulated under state law. The market value of the pledge securities in the collateral pool must be equal at least 110% of the total amount deposited by the public agencies.

b. The California Government Code limits the total of all securities lending transactions to twenty percent of the fair value of the investment portfolio.

**CAMP MEEKER RECREATION AND PARK DISTRICT**

## Notes to Basic Financial Statements

June 30, 2023 and 2022

**NOTE 3 DETAILED NOTES, (continued)**

At June 30, cash and restricted cash consist of:

	<u>2023</u>	<u>2022</u>
Cash held with County Treasury	\$ 11,414	\$ 5,769
Cash held with financial institutions	<u>1,635,579</u>	<u>1,474,638</u>
Total cash	<u>\$ 1,646,993</u>	<u>\$ 1,480,407</u>

**NOTE 4 OTHER INFORMATION****Risk Management**

The District is covered for commercial and general liability and errors and omissions, as well as automobile and excess liability insurance. The District purchases its insurance coverage through the Special Districts Risk Management Association (SDRMA). Workers' Compensation Insurance is also purchased through the SDRMA.

# CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

### NOTE 4 OTHER INFORMATION, (continued)

#### Capital Assets

Capital asset activity for the year ending June 30 is as follow:

	2023		
	Beginning Balance	Additions	Ending Balance
Capital assets, not being depreciated:			
Land	\$ 327,601	\$ -	327,601
Construction in process	19,249	-	19,249
Total capital assets, not being depreciated	346,850	-	346,850
Capital assets, being depreciated:			
Buildings and improvements	559,507	-	559,507
Water system and pipeline	5,420,621	-	5,420,621
Equipment	17,091	-	17,091
Total capital assets, being depreciated	5,997,219	-	5,997,219
Less accumulated depreciation for:			
Buildings and improvements	(262,288)	(9,482)	(271,770)
Water system and pipeline	(2,014,032)	(75,875)	(2,089,907)
Equipment	(17,091)	-	(17,091)
Total accumulated depreciation	(2,293,411)	(85,357)	(2,378,768)
Total capital assets being depreciated, net	3,703,808	(85,357)	3,618,451
Capital assets, net	\$4,050,658	\$ (85,357)	\$ 3,965,301

Depreciation expense is charged to funtions/ programs of the Camp Meeker Recreation and Park District government as follows:

Total Depreciation	\$ 85,357
Recreation and park	9,482
Water service	75,875
Total Depreciation	\$ 85,357



## CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

## NOTE 4 OTHER INFORMATION, (continued)

## Capital Assets

Capital assets, activity for the year ending June 30 is as follow:

	2022		
	Beginning Balance	Additions	Ending Balance
Capital assets, not being depreciated:			
Land	\$ 321,731	\$ 5,870	327,601
Construction in process	19,249	-	19,249
Total capital assets, not being depreciated	340,980	5,870	346,850
Capital assets, being depreciated:			
Buildings and improvements	559,507	-	559,507
Water system and pipeline	5,420,621	-	5,420,621
Equipment	17,091	-	17,091
Total capital assets, being depreciated	5,997,219	-	5,997,219
Less accumulated depreciation for:			
Buildings and improvements	(252,806)	(9,482)	(262,288)
Water system and pipeline	(1,938,157)	(75,875)	(2,014,032)
Equipment	(17,091)	-	(17,091)
Total accumulated depreciation	(2,208,054)	(85,357)	(2,293,411)
Total capital assets being depreciated, net	3,789,165	(85,357)	3,703,808
Capital assets, net	\$4,130,145	\$(79,487)	\$ 4,050,658

Depreciation expense is charged to functions/ programs of the Camp Meeker Recreation and Park District government as follows:

Total Depreciation	\$ 85,357
Recreation and park	9,482
Water service	75,875
Total Depreciation	\$ 85,357

# CAMP MEEKER RECREATION AND PARK DISTRICT

## Notes to Basic Financial Statements

June 30, 2023 and 2022

### NOTE 4 OTHER INFORMATION, (continued)

#### Changes in long-term liabilities

Long-term liability activity for the year ended June 30 is as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Notes Payable 2023</b>	\$ 992,000	\$ -	\$ 43,000	\$ 949,000	\$ 45,500
<b>Notes Payable 2022</b>	\$ 1,033,000	\$ -	\$ 41,000	\$ 992,000	\$ 43,000

#### Notes Payables

The District has two note payables at June 30. Please find the details below:

	<u>Commencement Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Remaining Balance</u>
<b>Notes Payable 2023</b>	May 1999	October 2038	4.750%	\$ 949,000
<b>Notes Payable 2022</b>	May 1999	October 2038	4.750%	\$ 992,000

### NOTE 5 SUBSEQUENT EVENTS

The District has evaluated subsequent to June 30, 2023, to assess the need for potential recognition or disclosures in the financial statements. Such events were evaluated through December 29, 2023, the date these financial statements were available to be issued. Based upon this evaluation, it was determined that, no subsequent events occurred that require recognition or additional disclosures in the financial statements.



**CAMP MEEKER RECREATION AND PARK DISTRICT**  
Statement of Revenues, Expenditures, and Changes in Fund Balances -  
Governmental Activities-Budget to Actual  
For the Year Ended June 30, 2023

	<b>2023</b>			<b>Variance With</b>
	<b>Budget</b>	<b>Budget</b>	<b>Actual -</b>	<b>Final Budget</b>
	<b>Original</b>	<b>Final</b>	<b>Budgetary</b>	<b>Positive</b>
			<b>Basis</b>	<b>(Negative)</b>
<b>REVENUES:</b>				
Property Taxes	\$ 98,000	\$ 92,500	\$ 111,044	\$ 18,544
Investment earnings	250	-	1,956	1,956
Rental income	6,900	3,900	8,742	4,842
Grant revenue	120,120	125,000	-	(125,000)
State HOPTR	500	500	507	2
Miscellaneous Income	-	-	87	152
Transfers In	30,280	25,000	-	(25,000)
Total Revenues	256,050	246,900	122,336	(124,504)
<b>EXPENDITURES:</b>				
Current				
Services and supplies	96,935	92,795	60,722	32,073
Capital expenditures	159,115	154,105	-	154,105
Total Expenditures	256,050	246,900	60,722	186,178
Net Change in Fund Balances	-	-	61,614	-
Fund Balances - Beginning of Year			220,096	
Fund Balances - End of Year			\$ 281,710	

**CAMP MEEKER RECREATION AND PARK DISTRICT**  
Statement of Revenues, Expenditures, and Changes in Fund Balances -  
Governmental Activities-Budget to Actual  
For the Year Ended June 30, 2022

	<u>2022</u>		<u>Actual - Budgetary Basis</u>	<u>Variance With Final Budget Positive (Negative)</u>
	<u>Budget Original</u>	<u>Budget Final</u>		
<b>REVENUES:</b>				
Property Taxes	\$ 92,500	\$ 92,500	\$ 99,036	\$ 6,536
Investment earnings	-	-	274	274
Rental income	9,900	3,900	5,200	1,300
Grant revenue	1,148,500	125,000	-	(125,000)
State HOPTR	500	500	502	2
Miscellaneous Income	-	-	152	152
Transfers In	-	25,000	-	(25,000)
Total Revenues	<u>1,251,400</u>	<u>246,900</u>	<u>105,164</u>	<u>(141,736)</u>
<b>EXPENDITURES:</b>				
Current				
Services and supplies	87,295	92,795	65,732	27,063
Capital expenditures	<u>1,164,105</u>	<u>154,105</u>	<u>5,870</u>	<u>148,235</u>
Total Expenditures	<u>1,251,400</u>	<u>246,900</u>	<u>71,602</u>	<u>175,298</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>33,562</u>	<u>-</u>
Fund Balances - Beginning of Year			<u>193,588</u>	
Prior Period Adjustment			<u>(7,054)</u>	
Fund Balances - End of Year			<u>\$ 220,096</u>	

**CAMP MEEKER RECREATION AND PARK DISTRICT**  
Statement of Revenues, Expenditures, and Changes in Fund Balances -  
Budget and Actual  
Enterprise Fund  
For the Year Ended June 30, 2023

	<u>2023</u>		<u>Actual -</u>	<u>Variance With</u>
	<u>Budget</u>	<u>Budget</u>	<u>Budgetary</u>	<u>Final Budget</u>
	<u>Original</u>	<u>Final</u>	<u>Basis</u>	<u>Positive</u>
				<u>(Negative)</u>
<b>REVENUES:</b>				
Charges for Water Operations	\$ 250,000	\$ 250,000	\$ 259,696	\$ 9,696
Property Taxes	124,000	124,000	126,511	2,511
Investment Income	1,800	1,800	8,454	6,654
Miscellaneous revenue	7,000	7,000	(49,437)	(56,437)
Transfers In	324,000	324,000	-	(324,000)
			-	
Total Revenues	<u>706,800</u>	<u>706,800</u>	<u>345,224</u>	<u>(361,576)</u>
<b>EXPENDITURES:</b>				
Current				
Services and supplies	233,750	233,750	214,599	19,151
Capital expenditures	136,020	136,020	-	136,020
Transfers Out	312,430	312,430	-	(139,863)
Debt service				
Principal	43,000	43,000	43,000	-
Interest	50,516	50,516	49,437	45
Total expenditures	<u>775,716</u>	<u>775,716</u>	<u>307,036</u>	<u>15,353</u>
Net Change in Fund Balances	<u>(68,916)</u>	<u>(68,916)</u>	38,188	<u>(376,929)</u>
Fund Balances - Beginning of Year			<u>3,759,453</u>	
<b>Fund Balances - End of Year</b>			<u><u>\$ 3,797,641</u></u>	

**CAMP MEEKER RECREATION AND PARK DISTRICT**  
Statement of Revenues, Expenditures, and Changes in Fund Balances -  
Budget and Actual  
Enterprise Fund  
For the Year Ended June 30, 2022

	<u>2022</u>		<u>Actual -</u>	<u>Variance With</u>
	<u>Budget</u>	<u>Budget</u>	<u>Budgetary</u>	<u>Final Budget</u>
	<u>Original</u>	<u>Final</u>	<u>Basis</u>	<u>Positive</u>
				<u>(Negative)</u>
<b>REVENUES:</b>				
Charges for Water Operations	\$ 250,000	\$ 250,000	\$ 256,100	\$ 6,100
Property Taxes	124,000	124,000	125,121	1,121
Investment Income	-	-	1,049	1,049
Miscellaneous revenue	6,000	6,000	12,438	6,438
Transfers In	150,000	150,000	194,352	44,352
			-	
Total Revenues	<u>530,000</u>	<u>530,000</u>	<u>589,060</u>	<u>59,060</u>
<b>EXPENDITURES:</b>				
Current				
Services and supplies	251,285	251,285	193,277	58,008
Capital expenditures	130,715	130,715	-	130,715
Transfers Out	54,489	54,489	194,352	(139,863)
Debt service				
Principal	41,000	41,000	41,000	-
Interest	52,511	52,511	52,466	45
Total expenditures	<u>530,000</u>	<u>530,000</u>	<u>481,095</u>	<u>48,905</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>107,965</u>	<u>107,965</u>
Fund Balances - Beginning of Year			<u>3,651,488</u>	
<b>Fund Balances - End of Year</b>			<u><u>\$ 3,759,453</u></u>	

**CAMP MEEKER RECREATION AND PARK DISTRICT****Roster Of Board Members****June 30, 2023****Directors:**

Gary Helfrich, President	December 2026
Valery Larson, Vice President	December 2026
John A McDaniel, Secretary/Treasurer	December 2024
Max Bell Alper	December 2026
Lynn Watson	December 2024

**Regular Meetings:** The regular meetings of the Board of Directors are held at 7:00 PM on the third Tuesday of each month at Camp Meeker Recreation and Park District, 5240 Bohemian Highway, Camp Meeker, California 95419 or by Zoom teleconference. Access information provided monthly at the District's website: [www.campmeeker.org](http://www.campmeeker.org) and/or Facebook page.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into as of December 15, 2023, ("Effective Date"), by and between St. Dorothy's Rest Association, a California non-profit corporation (hereinafter "SDRA"), and The Episcopal Bishop of California, a Corporation Sole (the "Diocese") (collectively SDRA and Diocese are referred to as the "Seller"), and Camp Meeker Recreation and Park District, a public entity formed under the Public Resources Code (the "Buyer"). Buyer and Seller are sometimes referred to herein as a "Party" and collectively as the "Parties".

### RECITALS

**WHEREAS**, Seller is the owner of that certain unimproved real property of approximately 393 acres located in the vicinity of Camp Meeker, California as more particularly described in the legal description attached hereto as Exhibit A which are incorporated herein by this reference and any structures, other improvements located and erected on or about the Property thereon and appurtenances thereto (collectively, the "Property");

**WHEREAS**, Seller desires to sell and Buyer desires to purchase the Property, upon the terms and conditions set forth herein; **AND**

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the terms and conditions of this Agreement and the instructions to the attention of Teri Olberg, of WFG National Title Insurance Company at 4160 Dublin Blvd. Suite 100, Dublin, CA 94568 ("Escrow Holder" or "Title Company"), with regard to the escrow ("Escrow"), created pursuant hereto are as follows:

1. Property. The Property does not include the rights retained by Seller as set forth in the Easement Agreements as defined in Section 7.c.ii.
2. Purchase Price. The purchase price ("Purchase Price"), for the Property shall be Two Million Two Hundred and Twenty-Five Thousand Dollars (\$2,225,000.00). All references herein to dollars shall mean immediately available United States Dollars.
3. Payment of Purchase Price. The Purchase Price for the Property shall be payable by Buyer as follows:
  - a. Deposit. Within three (3) business days of the Effective Date, Buyer shall deposit with Escrow Holder, in cash or by certified or bank cashier's check made payable to Escrow Holder, or a confirmed wire transfer of funds, the sum of Thirty Thousand Dollars (\$30,000.00) (the "Deposit"). The Deposit shall be deposited in a non-interest bearing escrow account. If the transaction contemplated herein closes, the Deposit shall be applied to the Purchase Price at Closing. Upon the expiration of the Due Diligence Period in Section 7.a.i.A, said Deposit shall become non-refundable; provided, however, if (i) Closing fails to occur due to Seller's default or breach of its representations or warranties under this Agreement, (ii) Closing fails to occur due to the failure of any condition to Closing set forth in this Agreement which is for the benefit of Buyer; or (iii) this Agreement provides that the Deposit shall be returned to Buyer, then the Deposit shall be promptly refunded to Buyer. If Buyer terminates this Agreement on or prior to the expiration Due Diligence Period, One Hundred

Dollars (\$100) of the Deposit shall be paid to Seller as independent consideration for this Agreement (the "Independent Consideration"), and the balance of the Deposit shall be delivered to Buyer.

- b. Financing Contingency. The Parties agree and acknowledge that the performance of Buyer under this Agreement is contingent on obtaining financing as set forth below in Section 7.a.v.
- c. Closing Funds. On or before the Closing Date, Buyer shall deposit with Escrow Holder, by confirmed wire transfer of funds, the balance of the Purchase Price, plus Escrow Holder's estimate of Buyer's share of closing costs, prorations and charges payable pursuant to this Agreement.

4. Escrow.

- a. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received the Deposit from Buyer and an executed counterpart of this Agreement from both Buyer and Seller (the "Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.
- b. Close of Escrow. For purposes of this Agreement, the "Close of Escrow" shall be defined as the date that the grant deed in the form attached hereto as Exhibit B ("Grant Deed"), conveying the Property to Buyer, is recorded in the Official Records of the Recorder of Sonoma County, California. The date upon which the Close of Escrow actually occurs shall sometimes be referred to herein as the "Closing Date". The Closing Date shall be twenty (20) business days after the expiration of the Finance Contingency Period as set forth in Section 7.a.v.

5. Condition of Title. At the Close of Escrow, title to the Property shall be conveyed to Buyer by Seller subject only to the following and subject to Section 15 of this Agreement (collectively the "Approved Condition of Title"):

- a. a lien to secure payment of real estate taxes and assessments, not delinquent;
- b. the lien of supplemental taxes;
- c. matters affecting title to the Property created by or with the written consent of Buyer or which are waived or deemed approved by Buyer pursuant to Section 7.a hereof;
- d. all title matters which would be disclosed by an inspection or survey of the Property, and which are approved by Buyer pursuant to Section 7.a hereof; and
- e. all exceptions which are disclosed by the Report (as hereinafter defined), and which are approved by Buyer pursuant to Section 7.a hereof.

It is acknowledged and agreed by Seller and Buyer that the listing of the foregoing matters in this Section 5 shall be subject to Buyer's approval during the Due Diligence Period as set forth in Section 7 of this Agreement.

6. Title Policy. As a condition to Buyer's obligation to purchase the Property, at the Close of Escrow, title shall be evidenced by the willingness of the Title Company to issue its CLTA Owner's Policy of Title Insurance with extended coverage, inclusive of any endorsements reasonably requested or required by



Buyer ("Title Policy"), in the amount of the Purchase Price showing fee simple title to the Property vested in Buyer upon conveyance of the Grant Deed subject to the Approved Condition of Title (it being acknowledged and agreed by Buyer that it has elected to obtain the Title Policy at the Close of Escrow) and such other exceptions to title as may be set forth in the Report (as hereinafter defined) and not objected to by Buyer.

7. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of each of the following conditions for Buyer's benefit (or Buyer's waiver in writing thereof, it being agreed that Buyer may waive any or all of such conditions in its sole and absolute discretion) on or prior to the dates designated below for the satisfaction of such conditions:

i. Buyer's Review of the Physical Condition and Books & Records.

A. Due Diligence. Buyer shall have a period of ninety (90) days commencing from the Effective Date (the "Due Diligence Period"), to satisfy itself in its sole and absolute discretion, with all physical, legal and financial aspects of the Property and its condition and suitability for Buyer (including, without limitation, zoning; the environmental and physical condition of the Property, and any other portion of the Property; compliance with any laws, ordinances, codes, statutes, rules, orders, decisions and/or regulations with respect to the Property, and any other portion of the Property) (collectively the "Due Diligence").

B. Approval. If, prior to the expiration of the Due Diligence Period, Buyer notifies Seller and Escrow Holder in writing of Buyer's disapproval of the Property ("Termination Notice") or if Buyer fails to notify Seller and Escrow Holder of Buyer's approval of the Property on or before the end of the Due Diligence Period (which shall be deemed to constitute Buyer's disapproval of the Property), such disapproval shall act to terminate this Agreement and the Escrow created pursuant hereto, in which event Buyer and Seller hereby direct Escrow Holder to pay the Deposit (less the Independent Consideration which shall be distributed to Seller) to Buyer and this Agreement shall have no further force and effect (except for any provision hereof expressly providing that same is to survive termination hereof) and Buyer and Seller shall have no liability or obligation hereunder whatsoever. If, prior to the expiration of the Due Diligence Period, Buyer notifies Seller in writing of Buyer's approval of the Property ("Notice of Approval"), such approval shall satisfy this condition. Upon satisfaction of this condition, Escrow Holder shall release Buyer's Deposit to the Seller or Seller's designee immediately.

C. Property Documents. Within ten (10) days following the Effective Date of this Agreement, Seller provide Buyer with, to the best of Seller's knowledge and to the extent that they exist, true and correct copies of the following documents (collectively the "Property Documents"):

- (i) All service contracts, latest tax bill(s) and other written agreements, including any leases, if any, (or summary of the terms of any oral agreements regarding the same), and notices that affect the Property;
- (ii) copies of all physical and environmental reports that affect the Property;
- (iii) copies of the most recent survey of the Property available to Seller and Plans of the of any improvements (see Section 7.a.iii),
- (iv) any other information, reports and analyses available to Seller and reasonably necessary for Buyer to evaluate the Property for Purchase,
- (v) and a Natural Hazard Disclosure Report provided by JCP Environmental Reports or other provider at Seller's sole cost and expense; and
- (vi) any statutorily required transfer disclosure



statements. The Parties agree that the production of the Property Documents may be made by Seller electronically by uploading to online file sharing service such as DropBox, which will be deemed to satisfy Seller's obligations hereunder and compliant with the due dates set forth above in this subsection. Buyer may request that original documents be delivered the Close of Escrow.

D. RESERVED.

- E. Submittals and Permits. Buyer shall not make any "Submittal(s)" to any local, state or federal governmental authority (including, without limitation, any governmental authority of the city or town, county and State in which the Property is located) prior to the Close of Escrow without the prior written consent of Seller (which consent shall be in Seller's sole and absolute discretion) in each instance, unless such Submittal(s) can be withdrawn without prejudice and any permits or approvals issued or obtained in connection with such submittal are revocable without prejudice and such Submittal(s) and other material to be submitted to the applicable governmental authority shall be delivered to Seller within a reasonable time prior to submittal of same with the applicable governmental authority. Buyer shall bear all costs, fees, charges and expenses attributable to, or incurred or otherwise payable in connection with, any such Submittal(s). As used herein, the term "Submittal(s)" shall include, without limitation, any proposed site plan, parcel map, grading plan and the corresponding applications(s), any application for zone change or for any variance or special permit, any application for building, construction or alteration permits and any other instrument, certification, application, authorization or document relating to the Property. Buyer hereby agrees, that upon any termination of this Agreement in accordance with the provisions hereof copies of all reports and studies which Buyer prepares or causes to be prepared with respect to the Property shall be delivered to Seller without representation or warranty of any kind. The foregoing shall not apply to any information protected by attorney-client privilege.
- F. Entry for Inspection. During the term of this Escrow, Buyer, its employees, agents, contractors and subcontractors (collectively, "Buyer Agents") shall have the right to enter upon the Property, at reasonable times with reasonable notice to Seller, to perform any and all inspections, investigations, studies and tests as Buyer deems desirable and which, absent the prior consent of Seller (which consent shall not be unreasonably withheld), shall be nonintrusive and accomplished without causing any alteration or damage to the Property.
- G. Indemnification. Buyer hereby agrees to indemnify, defend, protect and hold Seller, Seller's guests, invitees, users, and employees, the respective affiliates of each of the foregoing, (collectively, "Seller Parties"), and the Property harmless from and against any and all claims, liabilities, obligations, costs, losses, damages and/or expenses, of any kind or nature (including, without limitation, reasonable attorneys' fees and costs), arising out of or resulting from any Submittal(s) or other submittal affecting the Property by or for Buyer and/or any such entry and/or activities upon the Property by Buyer and/or Buyer's Agents and Buyer agrees, at its sole cost and expense, to restore the Property to its condition existing prior to the conduct of any such activities upon the Property by Buyer and/or Buyer's Agents. Notwithstanding the foregoing, however, Buyer shall not be obligated to defend or indemnify Seller or any Seller Parties, nor to repair any damage attributable in whole or in part to (i) any intentional misconduct of the Seller Parties, or (ii) the mere discovery of a pre-existing condition unless exacerbated by Buyer. The foregoing indemnification obligation is not subject to the liquidated damages and limitation of liability set forth in Section 16 below. The

provisions of this subsection G shall survive the termination of this Agreement and the Close of Escrow and delivery of the Grant Deed.

ii. Buyer's Review of Title.

- A. Preliminary Title Report. Buyer shall receive a standard preliminary title report and copies of all documents referenced therein (to the extent that such documents are available to Seller or Title Company) (collectively, the "Report") issued by the Title Company with respect to the Property within seven (7) days following the opening of Escrow. Buyer shall have until the date ("Title Approval Date") which is ten (10) days following the receipt of the Report to give Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's disapproval or conditional approval of any matters shown in the Report. The failure of Buyer to give Buyer's Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer's approval of the condition of title to the Property unless Buyer shall have terminated this Agreement pursuant to subsection 7.a.i.B hereof.
- B. Approval of Title. If Buyer disapproves or conditionally approves any matter of title shown in the Report, then on or before the expiration of ten (10) days from the date of Seller's receipt of Buyer's Title Notice, Seller may elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. Seller shall give Buyer written notice ("Seller's Title Notice") not later than ten (10) days after Seller's receipt of Buyer's Title Notice of those disapproved or conditionally approved title matters, if any, which Seller agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller's Title Notice, or if Seller is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall elect by written notice to Seller and Escrow Holder on or before the date which is five (5) days after Buyer's receipt of Seller's Title Notice, to: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (2) terminate this Agreement and the Escrow created pursuant hereto, in which event, Escrow Holder shall disburse the then amount of the Deposit together with any interest accrued thereon to Buyer. Seller shall be required hereunder to cause the release of any mortgage lien or other monetary lien (other than those liens set forth in section 5.a and 5.b) encumbering the Property on or before the Close of Escrow.
- iii. Plans and Specifications. Within ten (10) days of the Effective Date, Seller shall deliver to Buyer a copy of the plans and specifications for the Property, if any such documents exist (collectively, the "Plans"). On or before the expiration of the Due Diligence Period, Buyer shall review and approve or disapprove the Plans in accordance with Section 7.a.i.B above.
- iv. Natural Hazards Disclosure Report. Buyer and Seller acknowledge that Seller may be required to disclose if any of the Property lies within the following natural hazardous areas or zones: (i) a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency (Cal. Gov. Code § 8589.3); (ii) an area of potential flooding shown on a dam failure inundation map designated pursuant to Cal. Gov. Code § 8589.5 (Cal. Gov. Code § 8589.4); (iii) a very high fire hazard severity zone designated pursuant to Cal. Gov. Code §§ 51178 or 51179 (in which event the owner maintenance obligations of Cal. Gov. Code § 51182 would apply) (Cal. Gov. Code § 51183.5); (iv) a wildland area that may contain

substantial forest fire risks and hazards designated pursuant to Cal. Pub. Resources Code § 4125 (in which event (x) the Property owner would be subject to maintenance requirements of Cal. Pub. Resources Code § 4291 and (y) it would not be the State's responsibility to provide fire protection services to any building or structure located within the wildland area except, if applicable, pursuant to Cal. Pub. Resources Code § 4129 or pursuant to a cooperative agreement with a local agency for those purposes pursuant to Cal. Pub. Resources Code § 4142) (Pub. Resources Code § 4136); (v) an earthquake fault zone (Pub. Resources Code § 2621.9); or (vi) a seismic hazard zone (and, if applicable, whether a landslide zone or liquefaction zone) (Pub. Resources Code § 2694). THESE HAZARDS MAY LIMIT THE BUYER'S ABILITY TO DEVELOP THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ON ESTIMATES WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY. Buyer acknowledges and agrees that it has received a Natural Hazards Disclosure Report with respect to the Property.

- v. Financing Contingency. Commencing as of the Effective Date and on or before March 15, 2024 (the "Financing Contingency Period"), Buyer shall use commercially reasonable efforts to obtain at Buyer's expense funds sufficient to Close Escrow in the form of grants, or proceeds from the sale of development rights secured by a conservation easements in favor of the County of Sonoma or its designated agency on commercially reasonable terms to be funded on or before the Close of Escrow ("Financing Commitment"). If Buyer is unable to obtain the Financing Commitment prior to expiration of the Financing Contingency Period, Buyer shall have the right to terminate this Agreement by giving to Seller a written notice of termination prior to expiration of the Financing Contingency Period. If such notice of termination is not received before expiration of the Financing Contingency Period, then Buyer's Financing Contingency shall be deemed to be waived and shall not be a condition to Buyer's obligation to close. Buyer has the option to extend the Financing Contingency Period for up to two extension periods of thirty (30) days each ("Financing Contingency Period Extensions"). For a Financing Contingency Period Extension to be effective, Buyer must give written notice to Seller as set forth in Section 18 on or before the last day of then effective Financing Contingency Period.
- vi. Seller's Obligations. As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement.
- vii. Seller's Representations and Warranties. All of Seller's representations and warranties set forth in Section 13 hereof shall be true and correct in all material respects as of the Close of Escrow.
- b. Failure of Buyer Conditions. If any condition set forth in Section 7.a is not satisfied, or waived in writing by Buyer, at or prior to the times prescribed therein, for a reason other than the default of Buyer, then Buyer shall have the option, exercisable by written notice to Seller on or prior to the date of Closing, to terminate this Agreement, in which event, except as expressly set forth herein, all rights, obligations and liabilities of Seller and Buyer under and pursuant to this Agreement shall terminate, and Escrow Holder shall, without further notice to or from any party, and without liability therefor, cancel and terminate this Escrow, return the Deposit to Buyer and return any other funds or documents to the party depositing same, except for the Independent Consideration which shall be distributed to the Seller.



- c. Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions, in its sole and absolute discretion):
- i. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer including, without limitation, the timely deposit of all monies required to be deposited by Buyer under this Agreement;
  - ii. Easements. On or before the Close of Escrow Seller shall have received duly executed and effective easements as designated and described in Seller's favor over the Property for the following easements (collectively the "Easement Agreements"):
    - (1) Access. For access over the Property for easements for vehicular and pedestrian access to Willow Creek Road;
    - (2) Camping Easements. For overnight camping in areas as designated on the Property Map and with conditions mutually agreed upon by the parties and subject to applicable County ordinances and regulations;
    - (3) Easement Agreements. The above-described easement agreements shall be in the forms substantially similar as to the agreements included as Exhibit C.
  - iii. Approval of Governing Bodies. Within sixty (60) days after the Effective Date ("Diocese Approval Period"), Seller shall have received any and all necessary consents and approval from the governing entities of the Diocese of California, including the Executive Council thereof. Seller shall use good faith efforts to obtain such approval. If Seller does not receive approval by the expiration of the Diocese Approval Period, Seller shall have five (5) days after the expiration of the Diocese Approval Period to terminate this Agreement by written notice to Buyer in which event the Deposit shall be promptly returned to Buyer. Failure to provide said notice within the Diocese Approval Period shall be deemed Seller's election to waive this condition and the parties shall proceed to the Closing in accordance with the terms and conditions of this Agreement.
  - d. Failure of Seller Conditions. If any conditions set forth in Section 7.c are not timely satisfied (or waived in writing by Seller), for a reason other than the default by Seller, then Seller shall have the option, exercisable by written notice to Buyer at or prior to the Closing, of declining to proceed with the Closing. In such event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate and (a) all documentation delivered to Buyer pursuant hereto shall be returned to Seller and (b) all third-party reports obtained by Buyer with respect to the Property shall be delivered to Seller at no cost to Seller, if requested by Seller, without any representation or warranty as to the accuracy or completeness thereof.
8. Deposits by Seller. At least one (1) business day prior to the Close of Escrow, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:
- a. Grant Deed. The Grant Deed, duly executed by Seller and acknowledged;

- b. Seller's Certificates. A California form 593-C (or its equivalent) and a certificate of non-foreign duly executed by Seller, in the forms as provided by the Escrow Holder;
  - c. Closing Statement. A closing statement prepared and approved by the Title Company and approved by Seller and Buyer ("Closing Statement"), signed by Seller;
  - d. Transfer Tax Documentation. Any transfer tax form, affidavit or declaration required by any Laws with respect to the transfer of title to the Property, signed by Seller in form for filing with the applicable governmental authority;
  - e. Easement Agreements. Duly executed Easement Agreements; and
  - f. Other Documentation. Such other documentation and/or instruments required hereunder or reasonably required by Buyer or the Title Company for the Close of Escrow (it being understood that Seller and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party's obligations or materially decreases either party's rights under the terms and provisions of this Agreement).
9. Deposits by Buyer. Buyer shall deposit or cause to be deposited with Escrow Holder, the Deposit, which Deposit is to be applied toward the payment of the Purchase Price if the Close of Escrow shall occur; the balance of the Purchase Price; and Buyer's Share of the Costs and Expenses in Section 10 below in the amounts and at the times set forth in Section 3 above. At least one (1) business day prior to the Close of Escrow (except as otherwise provided below), Buyer shall deposit or cause to be deposited with Escrow Holder the following:
- a. Closing Statement. The Closing Statement, signed by Buyer;
  - b. Transfer Tax Form. Any transfer tax form, affidavit or declaration required by any laws with respect to the transfer of title to the Property, signed by Buyer in form for filing with the applicable governmental authority; and
  - c. Easement Agreements. Duly executed Easement Agreements;
  - d. Balance of Purchase Price. On or prior to the Closing Date, such other sums required hereunder, including but not limited to the unpaid balance of the Purchase Price and such other documentation and/or instruments required hereunder or reasonably required by Seller or the Title Company for the Close of Escrow (it being understood that Seller and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party's obligations or materially decreases either party's rights under the terms and provisions of this Agreement).
10. Costs and Expenses.
- a. Title Insurance. The cost and expense of the Report, the premium and all other costs and expenses for the issuance of the standard owner's ALTA policy shall be paid by Buyer.
  - b. Survey. The cost and expense of any Survey that Buyer elects to obtain or update and the cost and expense for the title premiums for an ALTA's owner's policy, cost of a current or an updated ALTA survey and any title insurance endorsements shall be paid by Buyer.

- c. Escrow Fees. The Parties shall each one half of the escrow fees of Escrow Holder.
  - d. Transfer Taxes. All City and/or County documentary transfer taxes payable in connection with the recordation of the Grant Deed shall be paid by Seller.
  - e. Recording Fees. All recording fees and charges shall be paid by Buyer.
  - f. Governmental Compliance. All costs and fees incurred or assessed in connection with the compliance of any governmental requirements for securing of water heaters, smoke alarms, water or energy saving appliances, and carbon monoxide detectors shall be paid by Seller.
11. Prorations. The following prorations shall be made between Seller and Buyer on the Closing Date, computed as of the Closing Date:
- a. Taxes, Assessments and Other Amounts. Real property taxes, special taxes, assessments, utility fees and/or deposits, and personal property taxes shall be prorated as of the Close of Escrow based upon a thirty (30) day month and a three hundred sixty (360) day year. Prorations of taxes and assessments shall be based upon the latest available tax information, as applicable, and shall be prorated such that Seller shall be responsible for all such amounts levied against the Property or which have accrued to and including the day prior to the Close of Escrow, and Buyer shall be responsible for all such amounts levied against the Property or which accrue from and after the day prior to the Close of Escrow.
  - b. Adjustments. If any errors or omissions are made regarding adjustments and prorations as aforesaid, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimations are made at the Close of Escrow regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto. This provision shall survive the Close of Escrow and delivery of the Grant Deed.
12. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:
- a. Prorations. Prorate all matters referenced in Section 11 based upon the statement delivered into Escrow signed by the parties.
  - b. Recording. Cause the Grant Deed and any other documents, which the parties hereto may mutually direct, to be recorded in the Official Records of the Recorder of Sonoma County, California, in the order set forth in this subparagraph.
  - c. Funds. Disburse from funds deposited by Buyer with Escrow Holder toward payment of all items chargeable to the account of Buyer pursuant hereto in payment of such costs including, without limitation, the payment of the Purchase Price to Seller, and disburse the balance of such funds, if any, to Buyer.
  - d. Document Delivery. Deliver originals and conformed copies of all documents to Seller and Buyer as appropriate.

e. Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to buy the Property from Seller, Seller makes the following representations and warranties to Buyer, each of which is material and is being relied upon by Buyer, and the accuracy of which, in all material respects, as of the Close of Escrow, constitutes a condition precedent to Buyer's obligation to consummate the Close of Escrow:

- a. Authority. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and the execution, delivery and performance of this Agreement on the part of Seller have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller.
- b. Signatory. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.
- c. Pending Litigation. To Seller's knowledge, there are no pending actions, suits or proceedings which would adversely affect the Property, and to Seller's actual knowledge (without any duty of independent inquiry) there are no threatened actions, suits or proceedings in eminent domain or otherwise which would adversely affect the Property.
- d. Conflicting Obligations. To the best of Seller's knowledge, there are no agreements affecting the right to possession of the Property other than as set forth in the Property Documents and as may be provided under any other instrument or document that is part of the Approved Condition of Title and there are no maintenance, service or other agreements affecting or relating to the Property that cannot be terminated or cancelled by giving not more than thirty (30) days' notice.
- e. No Bankruptcy. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Seller.
- f. Foreign Status. Seller is not a "foreign person" within the meaning of 26 U.S.C.A. § 1445(f)(3).
- g. Title. At Close of Escrow, title to the Property will be free and clear of all leases, liens and special encumbrances, except title exceptions permitted by Buyer as provided under this Agreement or as otherwise provided under this Agreement.
- h. Environmental. Seller has neither been advised of nor received any notice or correspondence regarding any environmental contamination affecting the Property.
- i. Leases. That no leases or other agreements for occupancy are in effect for the Property.

Anything to the contrary notwithstanding, the foregoing representations and warranties in this Section 13 and Seller's representation in Section 19 hereof are the only representations and/or warranties of any kind made under this Agreement or otherwise in connection with the sale of the Property and such representations and warranties contained in this Section 13 shall be deemed to survive the Closing of Escrow and the delivery of the Grant Deed for a period of twelve (12) months after the Closing Date ("Limitation Period") and no action, proceeding, suit or claim of any kind may be commenced or



asserted by virtue of any of the representations or warranties contained in this Section 13 after the Limitation Period has expired.

14. Seller's Covenants. Seller agrees as follows:

- a. Payment of All Obligations. Seller shall have discharged all mechanics' and materialmen's liens arising from labor and materials furnished prior to the Close of Escrow. Seller will discharge all of Seller's obligations and liabilities under the Property Documents arising prior to the Close of Escrow.
- b. Litigation. Seller shall immediately notify Buyer of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to Seller, which might affect the Property or any interest of Buyer.
- c. Leasing. Seller shall not enter into any Lease of the Property except as provided in this subsection. Seller shall not offer to make nor make any rent concessions, including without limitation, free rent or other monetary inducement, to any party renting the Property, without Buyer's prior written consent. Prior to execution of any Lease by Seller, Seller will submit to Buyer a copy of any Lease that has been presented to Seller after the Effective Date and prior to the Closing Date for Buyer's approval and execution. Buyer shall notify Seller in writing within five (5) business days after receipt of each such Lease that the Lease is either approved or disapproved, and approval shall not be unreasonably withheld. If Buyer informs Seller that a Lease is disapproved, Seller shall have the option to cancel this Agreement by written notice to Buyer within five (5) business days after Seller's receipt of Buyer's disapproval. Upon cancellation, the Deposit, together with all interest, shall be returned to Buyer by Title Company, and neither party shall have any further liability or obligation under this Agreement. If Buyer fails to notify Seller in writing of the approval or disapproval of any Lease within five (5) business days, the failure shall be deemed an approval of the Lease.

15. Buyer's Representations and Warranties.

- a. Acceptance of PROPERTY "As Is". ACKNOWLEDGING BUYER'S OPPORTUNITY TO INSPECT AND INVESTIGATE THE PROPERTY AS PROVIDED IN THIS AGREEMENT, BUYER WARRANTS, REPRESENTS AND AGREES TO TAKE THE PROPERTY "AS IS" WITH ALL FAULTS AND CONDITIONS THEREON. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS (AS DEFINED BELOW) OR RECORDS (collectively "DISCLOSURES") PROVIDED OR MADE TO BUYER OR BUYER'S AGENTS BY SELLER OR ANY SELLER PARTIES CONCERNING THE PROPERTY OR OTHERWISE, OTHER THAN THE EXPRESS REPRESENTATIONS SET FORTH IN SECTION 13 AND SECTION 19, SHALL NOT CONSTITUTE REPRESENTATIONS OR WARRANTIES.

OTHER THAN THE EXPRESS REPRESENTATIONS SET FORTH IN SECTIONS 13 AND 19, BUYER SHALL NOT RELY ON SUCH DISCLOSURES BUT, RATHER, BUYER SHALL RELY SOLELY ON ITS OWN INSPECTION OF THE PROPERTY. ACCORDINGLY, BUYER'S APPROVAL PURSUANT TO SECTION 7.a.i.B, SHALL CONSTITUTE BUYER'S ACKNOWLEDGMENT AND AGREEMENT TO THE FOLLOWING:

- (i) BUYER HAS HAD THE OPPORTUNITY TO REVIEW AND EVALUATE THE PROPERTY DOCUMENTS (AS DEFINED IN SECTION 7.a.i.C) AND DISCLOSURES AND HAS HAD THE OPPORTUNITY TO CONDUCT ALL INSPECTIONS,



INVESTIGATIONS, TESTS, ANALYSES, SURVEYS, APPRAISALS AND EVALUATIONS OF THE PROPERTY (INCLUDING FOR TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES (DEFINED AND REGULATED AS SUCH PURSUANT TO SECTIONS 25316 AND 25501 OF THE CALIFORNIA HEALTH & SAFETY CODE, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED ("CERCLA") OR ANY SIMILAR LAWS AND ALL REGULATIONS PROMULGATED THEREUNDER)) AS BUYER CONSIDERS NECESSARY OR APPROPRIATE TO SATISFY ITSELF FULLY WITH RESPECT TO THE CONDITION AND ACCEPTABILITY OF THE PROPERTY (ALL OF SUCH INSPECTIONS, INVESTIGATIONS AND REPORTS BEING HEREIN COLLECTIVELY CALLED THE "INVESTIGATIONS");

(ii) SELLER HAS PERMITTED BUYER ACCESS TO THE PROPERTY AND TO BUYER'S KNOWLEDGE HAS DELIVERED TO, OR MADE AVAILABLE TO, BUYER ALL OF THE DOCUMENTS, TITLE REPORT AND MATERIALS REFERENCED IN SECTIONS 7.a.i.C AND 7.a.iii (COLLECTIVELY, THE "DOCUMENTS") SUFFICIENT FOR BUYER TO COMPLETE THE INVESTIGATIONS AND MAKE AN INFORMED DECISION TO PROCEED WITH THE PURCHASE OF THE PROPERTY PURSUANT TO THE TERMS OF THIS AGREEMENT; AND

(iii) BUYER HAS COMPLETED ITS DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND THE DOCUMENTS TO ITS SATISFACTION, IS THOROUGHLY FAMILIAR WITH THE PHYSICAL CONDITION OF THE PROPERTY AND IS ACQUIRING THE PROPERTY BASED EXCLUSIVELY UPON ITS OWN INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY AND THE PROPERTY DOCUMENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER SHALL FURTHER BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT (A) SELLER, BY MAKING AVAILABLE OR DELIVERING THE PROPERTY DOCUMENTS AND PERMITTING BUYER TO PERFORM THE INVESTIGATIONS, HAS FULLY COMPLIED WITH ALL DISCLOSURE REQUIREMENTS UNDER LOCAL, STATE AND FEDERAL LAWS, INCLUDING THE REQUIREMENTS OF SECTIONS 25359.7 AND 25915, *ET SEQ.*, OF THE CALIFORNIA HEALTH & SAFETY CODE (COLLECTIVELY, THE "DISCLOSURE LAWS"), AND (B) BUYER'S RIGHTS AND REMEDIES WITH RESPECT TO THE PROPERTY SHALL BE LIMITED TO THE RIGHTS AND REMEDIES (INCLUDING ALL CONDITIONS AND LIMITATIONS PLACED THEREON) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND BUYER HEREBY WAIVES ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER UNDER THE DISCLOSURE LAWS.

FURTHER, BUYER'S NOTICE OF APPROVAL PURSUANT TO THE PROVISIONS OF SECTION 7.a(i)(B) ABOVE, SHALL CONSTITUTE BUYER'S ACKNOWLEDGMENT AND AGREEMENT TO THE PROVISIONS OF THIS SECTION 15 AND THAT, REGARDLESS OF THE CONTENT OF ANY OF THE PROPERTY DOCUMENTS OR ANY STATEMENTS THAT SELLER OR ANY SELLER PARTIES MAY HAVE MADE TO BUYER OR BUYER'S AGENTS PRIOR TO OR DURING THE DUE DILIGENCE PERIOD PRIOR TO THE CLOSE OF ESCROW, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTIONS 13 AND 19 OF THIS AGREEMENT, SELLER AND THE SELLER

PARTIES HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:

- (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY;
- (2) THE INCOME TO BE DERIVED FROM THE PROPERTY;
- (3) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT BUYER MAY CONDUCT THEREON;
- (4) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY;
- (5) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR
- (6) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.

BUYER SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY CERCLA AND REGULATIONS PROMULGATED THEREUNDER. BUYER, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVE, RELEASE AND AGREE NOT TO MAKE ANY CLAIM AGAINST SELLER OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST SELLER OR ANY SELLER PARTIES BASED ON, (x) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED; (y) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY; OR (z) ANY CONDITIONS WHATSOEVER ON, IN, UNDER, OR IN THE VICINITY OF THE PROPERTY. EXCEPT WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY BREACH OF COVENANTS, REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 13 AND 19 OF THIS AGREEMENT, BUYER, ON BEHALF OF ITSELF AND BUYER'S AGENTS HEREBY RELEASES, SELLER AND THE SELLER PARTIES, FROM ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER, KNOWN OR UNKNOWN, WITH RESPECT TO ANY ASPECT OF THE PROPERTY, INCLUDING THE FOREGOING MATTERS, AND SPECIFICALLY WAIVES WITH RESPECT TO ALL SUCH MATTERS THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, AND ANY COMPARABLE LAW APPLICABLE IN THE STATE WHERE THE PROPERTY IS LOCATED, REGARDING THE MATTERS COVERED BY A GENERAL RELEASE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS

OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

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Buyer

BUYER AND SELLER REPRESENT AND ACKNOWLEDGE THAT THIS SECTION 15 WAS EXPLICITLY NEGOTIATED AND BARGAINED FOR AS A MATERIAL PART OF BUYER’S CONSIDERATION BEING PAID. Terms appearing in this Section 15 in all capital letters that have been defined elsewhere in this Agreement shall have the meanings set forth in such definitions.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 15 SHALL SERVE TO EXCUSE, RELEASE OR APPLY TO (COLLECTIVELY, THE “UNRELEASED CLAIMS”): (I) ANY BREACH OF SELLER’S OBLIGATIONS UNDER THIS AGREEMENT WHICH SURVIVE CLOSING, INCLUDING, WITHOUT LIMITATION, ANY BREACH OF SELLER’S REPRESENTATIONS OR WARRANTIES WHICH SURVIVE CLOSING; (II) THIRD PARTY CLAIMS BROUGHT AGAINST BUYER BUT RELATING TO THE PERIOD OF SELLER’S OWNERSHIP OF THE PROPERTY; AND (III) FRAUDULENT ACTS OR INTENTIONAL OMISSIONS OF SELLER.

- b. Defaults. Buyer represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of the terms of, conditions of, or constitute a default under, any instrument or obligation by which Buyer is bound, or violate any order, writ, injunction or decree of any court in any litigation to which Buyer is a party.
  - c. Signatory. Buyer represents and warrants that each person executing this Agreement is legally competent and is duly authorized so as to fully and legally bind Buyer.
  - d. Survival. All the representations, warranties, covenants, agreements and indemnities of Buyer set forth herein and elsewhere in this Agreement shall be true upon the execution of this Agreement and shall be deemed to be repeated at and as of Closing and shall survive Closing. Additionally, all indemnities by Buyer of Seller set forth in this Agreement shall survive the termination of this Agreement.
  - e. Indemnity. Buyer agrees to indemnify and hold Seller harmless from any and all losses, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys’ fees (and those fees incurred upon any appeals) incurred or suffered by Seller as a result of a breach by Buyer of any of the express representations and warranties contained in this Agreement; provided, however, Section 16 hereof sets forth the entire amount of losses, damages, costs, liabilities and expenses which Seller is entitled to receive as a result of Buyer’s default in its obligation to close Escrow and this Section 15(e) applies only to other breaches by Buyer of its representations and warranties contained in this Agreement.
16. Liquidated Damages and Limitation on Liability. IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF BUYER’S DEFAULT UNDER THIS AGREEMENT, TITLE COMPANY SHALL BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW, SELLER AND BUYER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER

(OTHER THAN THE SURVIVING OBLIGATIONS), AND AS LIQUIDATED DAMAGES HEREUNDER, THE TOTAL DEPOSIT SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR SIGNATURES OR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT DESIGNATED AS LIQUIDATED DAMAGES IN THIS SECTION 16 HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS REASONABLE LIQUIDATED DAMAGES PURSUANT TO THE TERMS HEREOF, CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 AND ANY OTHER APPLICABLE LAW, AND TERMINATION OF THIS AGREEMENT AND RETENTION OF LIQUIDATED DAMAGES AS A RESULT THEREOF SHALL CONSTITUTE SELLER'S ONLY AND EXCLUSIVE REMEDY IN LAW AND EQUITY AGAINST BUYER IN THE EVENT OF A DEFAULT ON THE PART OF BUYER (EXCEPT AS TO THE SURVIVING OBLIGATIONS AS DEFINED IN THIS SECTION BELOW, WHICH SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS SECTION BELOW). SELLER HEREBY WAIVES THE REMEDY OF SPECIFIC PERFORMANCE. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A DEFAULT BY BUYER, THE PARTIES' SURVIVING OBLIGATIONS SHALL NOT BE LIMITED, IMPAIRED OR OTHERWISE AFFECTED BY ANY TERMINATION OF THIS AGREEMENT OR ANY LIQUIDATED DAMAGES RECEIVED BY SELLER PURSUANT TO SECTION 16 AS A RESULT OF BUYER'S DEFAULT. AS TO THE SURVIVING OBLIGATIONS, THE PARTIES SHALL RETAIN THE RIGHT TO SEEK AND OBTAIN ANY AND ALL ADDITIONAL REMEDIES AVAILABLE AT LAW AND IN EQUITY AND SHALL NOT BE LIMITED OR AFFECTED BY THE LIQUIDATED DAMAGES RETAINED BY SELLER PURSUANT TO THIS SECTION 16, INCLUDING BUT NOT LIMITED TO SECTIONS 7.a(i)(G), 20 AND 21. THE PROVISIONS OF THIS SECTION 16 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

None of the members, principals, officers, directors, agents, or employees of Seller and Buyer shall be personally or individually liable under this Agreement and neither Buyer nor Seller shall look to any of the members, principals, officers, directors, agents, or employees of Seller or Buyer personally or individually for the satisfaction of any claim under this Agreement.

17. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding of which Seller has received written notice or which has commenced or occurred prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property or if as a result of such damage or proceeding, any tenant under their lease shall have the right to terminate their lease (unless such tenant has waived such right), then Buyer shall provide notice to Seller prior to the scheduled date for the Close of Escrow as determined pursuant to Section 4 hereof in accordance with Section 18 that Buyer elects either to: (a) terminate this Agreement, in which event all funds deposited into Escrow together with any interest accrued thereon by Buyer shall be returned to Buyer (exclusive of the Independent Consideration which shall be distributed to Seller) and neither party shall have any further rights or obligations hereunder; or (b) continue the Agreement in effect without adjustment to the Purchase Price



and Seller shall have no obligation for any repair or restoration to the Property, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, insurance proceeds, awards or other payments or relief resulting from such casualty or condemnation proceeding relating to the Property and Buyer shall be credited at the Close of Escrow with the amount of any deductible under the applicable insurance policies in the event of any such casualty.

18. Notices. All notices to be given under this Agreement shall be in writing and sent by: (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier; (c) hand delivery, in which case notice shall be deemed delivered upon receipt; (d) by email delivery, in which case notice shall be deemed delivered upon delivery, unless delivered after 6:00pm Pacific Time or on a non-business day (or to such other address as Buyer or Seller may respectively designate by written notice to the other):

<b>If to BUYER:</b>	<b>IF to SELLER:</b>
	St. Dorothy's Rest Association Attn: Richard Kemink, President Email: rsk25@sbcglobal.net
With a copy to:  Martin L. Hirsch PERRY, JOHNSON, ANDERSON, MILLER & MOSKOWITZ LLP 438 First Street, 4 <sup>th</sup> Floor Santa Rosa, CA 95401 Fax: (707) 545-8242 Email: hirsch@perryllaw.net	<b>With a copy to:</b>  Michael Glass C/O RAGGHIANTI   FREITAS LLP 1101 Fifth Avenue, Suite 100 San Rafael, CA 94901 Fax: (415) 453-8269 Email: mglass@rflawllp.com

Notice of change of address, email, or facsimile transmission number shall be given by written notice in the manner detailed in this Section 18. Rejection or other refusal to accept or the inability to deliver because of changed address or fax number of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

19. Brokers. Except as provided herein, neither party has had any contact or dealings regarding the Property, through any licensed real estate broker or other persons who can claim a right to a commission or finder's fee in connection with this transaction. In the event that any other party claims a commission or finder's fee in this transaction, the party through whom the party makes its claim shall be responsible for said commission or fee and shall indemnify the other against all costs and expenses (including reasonable attorneys' fees) incurred in defending against the same. This indemnification obligation shall survive the Closing or termination of this Agreement.
20. Legal Fees. Should any litigation be commenced between the parties hereto or their representatives concerning any provision of this Agreement or the rights and duties of any person or entity in relation thereto, the party prevailing in such litigation, whether by out-of-court settlement or final judgment, shall be entitled, in addition to such other relief as may be granted, to the actual sum as and for

reasonable attorneys' fees incurred in such litigation and any appeals in connection therewith. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit including, without limitation, actual attorneys' fees reasonably incurred and costs and expenses incurred in connection with (a) enforcing, perfecting and executing such judgment; (b) post-judgment motions; (c) contempt proceedings; (d) garnishment, levee, and debtor and third-party examinations; (e) discovery; and (f) bankruptcy litigation.

21. Assignment. Buyer may not, at any time, assign this Agreement or Buyer's rights or obligations under this Agreement, either directly or indirectly, without the prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

22. Miscellaneous.

- a. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.
- b. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.
- c. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A photocopy, facsimile, electronic copy or scanned copy of a signature or electronic signature shall be deemed as an original with the parties waiving any objection to requiring such original signature pursuant to California Evidence Code §1520, et seq.
- d. Captions. Any captions to, or headings of, the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- e. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.
- f. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.
- g. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- h. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- i. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in Sonoma County.

- j. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.
- k. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- l. Partial Invalidity. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded, and this Agreement shall continue in effect unless enforcement of this Agreement without the invalidated provision would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereof of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.
- m. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- n. Preparation of Agreement. Buyer and Seller acknowledge that the provisions and language of this Agreement have been negotiated and agree that no provision of this Agreement shall be construed against either party by reason of such party having drafted such provision or this Agreement.
- o. Execution of Agreement. This Agreement is transmitted for examination only and does not constitute an offer, and the Agreement shall not become effective until a fully executed original hereof shall be delivered to Buyer and Seller.
- p. No Recording. Buyer shall not submit this Agreement or any memorandum or “short-form” hereof for recording in any place or office of public record or otherwise seek to have same recorded, and any action in violation of this provision shall be deemed to be a default hereunder and shall permit Seller to terminate this Agreement by notice delivered to Buyer.
- q. No Equitable Ownership. Prior to the conveyance of title to the Property to Buyer, Buyer shall not acquire, assume or otherwise obtain any equitable ownership claim or interest in the Property in any manner whatsoever.
- r. Further Assurances. Whenever requested by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any other instruments and documents as may be necessary, expedient, or proper, to complete any conveyance, transfer, sale, or assignment contemplated by this Agreement, and to do any other acts and to execute, acknowledge, and deliver any requested document to carry out the intent and purpose of this Agreement; provided that, Seller and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party’s obligations or materially decreases either party’s rights under the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first-  
above written.

**THE EPISCOPAL BISHOP OF CALIFORNIA,  
a California corporation sole**

By: Christopher J. Hayes  
Its: Attorney-in-fact

**ST. DOROTHY'S REST ASSOCIATION,  
a California non-profit corporation**

By: \_\_\_\_\_  
Name: Richard Kemink  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: CFO

**Camp Meeker Recreation and Park  
District, a public entity formed under the  
Public Resources Code**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary



EXHIBIT A

**LEGAL DESCRIPTION**

## **LEGAL DESCRIPTION**

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

### **TRACT ONE:**

#### **Parcel One:**

Being a parcel of land in the South half of Section 27, Township 7 North, Range 10 West, M.D.B. & M., and more particularly described as follows:

Beginning at a 2 inch standard Section marker located at the center of Section 27 above described thence North 89 degrees 47 minutes East 237.9 feet to a point in the Southwesterly right of way line of the proposed Occidental - Monte Rio Highway; thence following along said right of way line as follows:

On a curve to the left with a radius of 623.1 feet, through an angle of 14 degrees 59-1/2 minutes a distance of 163.0 feet; thence South 57 degrees 20 minutes East, 135.9 feet; thence on a curve to the right with a radius of 535.9 feet, a distance of 369.1 feet; thence South 17 degrees 52 East 35.2 feet; thence North 72 degrees 08 minutes East, 12.5 feet; thence South 17 degrees 52 minutes East, 1066.2 feet; thence on a curve to the right with a radius of 679.70 feet, a distant of 12.8 feet to the point of beginning of the Parcel of land to be described; thence continuing on said curve to the right with a radius of 679.7 feet, a distance of 491.80 feet; thence South 24 degrees 40 minutes West, 218.0 feet; thence on a curve to the left with a radius of 611.2 feet, a distance of 372.3 feet; thence South 10 degrees 14 minutes West, 75.6 feet; thence leaving said line, North 88 degrees 45 minutes West, 40.7 feet to a point in the Easterly right of way line of a County Road, known as the Bohemian Road; thence following along said line on a curve to the left with a radius of 620 feet, through an angle of 14 degrees 06 minutes a distance of 152.6 feet; thence North 25 degrees 16 minutes West 59.7 feet; thence on a curve to the right, with a radius of 380 feet a distance of 167.5 feet; thence North 00 degrees 01 minutes West, 148.7 feet; thence on a curve to the right, with a radius of 155 feet, a distance of 163.0 feet; thence North 60 degrees 14 minutes East, 93.1 feet thence on a curve to the left with a radius of 90 feet, a distance of 117.0 feet; thence North 14 degrees 16 minutes West, 126.7 feet; thence on a curve to the left, with a radius of 2020 feet, a distance of 150.4 feet to a point; thence leaving said line, North 72 degrees 11 minutes East, 188.2 feet to the point of beginning.

APN: 074-120-001

#### **Parcel Two:**

Being a Parcel of land in the South half of Section 27, Township 7 North, Range 10 West, M.D.B. & M. and more particularly described as follows:

Beginning at a 2 inch standard Section marker located at the center of Section 27 above described; thence North 89 degrees 47 minutes East, 237.9 feet to a point in the Southwesterly right of way line of the proposed Occidental-Monte Rio Highway; thence following along said right of way as follows:

On a curve to the left with a radius of 623.1 feet, through an angle of 14 degrees 59-1/2 minutes a distance of 163.0 feet; thence South 57 degrees 20 minutes East, 135.9 feet; thence on a curve to the right, with a radius of 535.9 feet, a distance of 369.1 feet; thence South 17 degrees 52 minutes East, 35.2 feet; North 72 degrees 08 minutes East, 12.5 feet, thence South 17 degrees 52 minutes East 1066.2 feet; thence on a curve to the right with a radius of 679.7 feet; a distance of 12.8 feet; thence leaving said line South 72 degrees 11 minutes West, 188.2 feet, to a point in the Easterly right of way line of a County road, known as the Bohemian Road; thence following along said line, on a curve to the left, the tangent to

which at said point bears North 18 degrees 32 minutes West, with a radius of 2020 feet, a distance of 43.5 feet thence North 19 degrees 46 minutes West, 179.7 feet; thence on a curve to the right, with a radius of 230 feet, a distance of 89.3 feet; thence North 02 degrees 29 minutes East, 58.0 feet; thence on a curve to the left with a radius of 270 feet, a distance of 163.7 feet; thence North 32 degrees 16 minutes West, 61.9 feet; thence on a curve to the right, with a radius of 380 feet, a distance of 119.4 feet; thence North 14 degrees 16 minutes West, 8.1 feet; thence on a curve to the left with a radius of 320 feet, a distance of 139.6 feet; thence North 39 degrees 16 minutes West 50.2 feet; thence on a curve to the right with a radius of 230 feet, a distance of 130.5 feet; thence North 06 degrees 46 minutes West, 57.4 feet; thence on a curve to the left with a radius of 245 feet, a distance of 128.3 feet; thence North 36 degrees 46 minutes West, 22.4 feet; thence on a curve to the left with a radius of 420 feet, a distance of 190.6 feet; thence North 62 degrees 46 minutes West, 12.5 feet; thence on a curve to the right, with a radius of 480 feet, a distance of 284.8 feet; thence North 28 degrees 46 minutes West 60.1 feet; thence on a curve to the right, with a radius of 980 feet, through an angle of 02 degrees 11-1/2 minutes a distance of 37.5 feet; thence leaving said right of way line north 89 degrees 47 minutes East, 29.0 feet to the point of beginning.

APN: 074-110-003 (portion)

Parcel Three:

Being a Parcel of land in the Northwest quarter of Section 27, Township 7 North, Range 10 West, M.D.B. & M., and more particularly described as follows:

Beginning at the center of Section 27 above described, identified by a standard 2 inch pipe Section marker, thence South 89 degrees 47 minutes West, 29.0 feet to a point in the Northeasterly right of way line of a County road, known as the Bohemian Road; thence following along the said right of way line as follows:

On a curve to the right with a radius of 980 feet, through an angle of 05 degrees 23-1/2 minutes a distance of 92.2 feet; thence North 21 degrees 11 minutes West, 21.9 feet; thence on a curve to the right, with a radius of 230 feet, a distance of 93.9 feet, thence North 02 degrees 14 minutes East, 48.7 feet; thence on a curve to the left with a radius of 120 feet, a distance of 95.1 feet, thence on a curve to the left with a radius of 320 feet; a distance of 106.7 feet; thence North 62 degrees 16 minutes West, 79.1 feet; thence on a curve to the right, with a radius of 780 feet; a distance of 163.4 feet; thence North 50 degrees 16 minutes West, 35.4 feet; thence on a curve to the left with a radius of 820 feet, a distance of 164.6 feet; thence North 61 degrees 46 minutes West, 90.1 feet; thence on a curve to the right, with a radius of 255 feet, a distance of 160.2 feet; thence North 25 degrees 46 minutes West, 81.3 feet to a iron pipe monument; thence leaving said right of way line and following along the Southwesterly right of way line of the proposed occidental Monte Rio Highway, South 75 degrees 56 minutes East, 198.4 feet thence South 45 degrees 23 minutes East, 130.6 feet; thence on a curve to the right, the tangent to which bears South 63 degrees 34 minutes East, with radius of 289.5 feet a distance of 129.3 feet; thence South 37 degrees 59 minutes East, 162.3 feet; thence on a curve to the left with a radius of 529.5 feet, a distance of 43.0 feet; thence North 47 degrees 22 minutes East, 82.5 feet; thence on a curve to the left, the tangent to which bears South 42 degrees 38 minutes East, With radius of 447 feet a distance of 110.6 feet; thence South 56 degrees 47 minutes East, 100.5 feet; thence on a curve to the right with a radius of 320.9 feet, through an angle of 09 degrees 20 minutes a distance of 52.3 feet to a point in the line between the Northwest quarter of the-Northeast quarter of said Section 27; thence leaving said right of way line and along said quarter Section line South 00 degrees 43 minutes East, 431.3 feet to the Point of Beginning.

APN: 074-110-003 (portion)

TRACT TWO:

Parcel One:

Beginning at a point on the Westerly line of the Bohemian Highway, as accepted by the County of Sonoma on March 14, 1946, and recorded March 18, 1946, in the Office of the Sonoma County Recorder, in Book 683 of Official Records, at Page 251, at a point of Intersection with the Northerly line of lands conveyed to Francis M. Price and Louise N. Price, by Paul R. Edwards, for Julia E. Meeker on December 12, 1944, and recorded in the Office of the Sonoma County Recorder, on January 8, 1945, in Book 628 of Official Records, at Page 179; thence from said True Point of Beginning, along the most Northwesterly line of said lands of Price, South 40 degrees 41 minutes West, a distance of 65.9 feet, more or less, to the Northeasterly line of Mission Street, as shown on "Second Addition to Camp Meeker", recorded in Book 17 of Maps, at Page 19, in the Office of the Sonoma County Recorder, as continued Southeasterly, and shown on the below said 'Plat of Survey'; thence along said line of Mission Street, North 48 degrees 15 minutes West, a distance of 90.5 feet; thence still along said street, North 54 degrees 20 minutes West, a distance of 127.4 feet; thence still along said street, North 33 degrees 20 minutes West, a distance of 72.4 feet; thence still along said street, 39 degrees 30 minutes West, a distance of 58.4 feet, more or less, to the most Southwesterly corner of the lands conveyed to Louis Cattaneo and Louisa Cattaneo by M.C. Meeker and Flavia Meeker, on November 12, 1914 and recorded in the Office of the Sonoma County Recorder on November 13, 1914 in Book 329 of Deeds, at Page 79; thence along the Southwesterly line of said lands, South 74 degrees 35 minutes East, a distance of 137.5 feet, more or less, to the Westerly line of said Bohemian Highway; thence along said line on a curve to the left with a radius of 520.00 feet (Tangent Bearing = South 33 degrees 46 minutes East), a distance of 223.2 feet, more or less to a point of Intersection with the Northerly line of the above said lands of Price, and the Point of Beginning.

The above described parcel has been described in accordance with information shown on a certain "Plat of Survey for W. J. Meeker" by G. S. Abbott, LS 2297, in February 1946, and revised November 1946.

Parcel Two:

A strip of land twenty feet wide, more particularly described as follows:

Beginning at a point at the northwest corner of the lands conveyed to William F. Herrick and Anna Herrick, by Pavia Meeker, et al, on June 15, 1917 and recorded in the Office of the Sonoma County Recorder on June 20, 1917 in Book 353 of Deeds, at Page 212, said point being on the Northwesterly line of Mission Street, as shown on "Second Addition to Camp Meeker" recorded in Book 17 of Maps, at Page 19, in the Office of the Sonoma County Recorder, as continued Southeasterly, and shown on the below said "Plat of Survey"; thence from said True Point of Beginning along the Northeasterly line of said Mission Street, also being the Westerly line of lands conveyed to Francis M. Price and Louise N. Price, by Paul R. Edwards, for Julia E. Meeker, on December 12, 1944, and recorded in the Office of the Sonoma County Recorder on January 8, 1945 in Book 628 of Official Records, at Page 179, North 31 degrees West, a distance of 70.0 feet; thence still along said lands of Price, North 41 degrees West, a distance of 78.0 feet; thence still along said lands of Price, North 48 degrees 15 minutes West, a distance of 1.8 feet thence along the Southwesterly line of Parcel 1, above described, North 48 degrees 15 minutes West, a distance of 90.5 feet; thence continuing North 54 degrees 20 minutes West a distance of 127.4 feet; thence continuing North 33 degrees 20 minutes West, a distance of 72.4 feet thence continuing North 39 degrees 20 minutes West, a distance of 58.4 feet to the Southwesterly corner of the lands conveyed to Louis Cattaneo and Louisa Cattaneo by M.C. Meeker and Flavia Meeker on November 12, 1914 and recorded in the Office of the Sonoma County Recorder on November 13, 1914, in Book 329 of Deeds, at Page 79; thence along the Southwesterly line of said lands, North 39 degrees 30 minutes West, a distance of 16.4 feet; thence continuing North 33 degrees 40 minutes West, a distance of 62.1 feet to the Northwesterly corner of said lands; thence leaving said line Westerly 20 feet, more or less, to the Northeasterly corner of the lands conveyed to Revs Ginsberg by Alexander M. Meeker et al, on September 27, 1919 and recorded November 21, 1919, in the Office of the Sonoma County Recorder, in Book 379 of Deeds, at Page 41; thence along the Northeasterly line of said lands, said line being the Southwesterly line of said Mission Street, as continued, South 33 degrees 40 minutes East 63 feet, more or less, to the Northeasterly corner of the lands conveyed to Rena Ginsberg by Alexander M. Meeker, et al, and recorded October 6, 1919, in the Office of the Sonoma County Recorder in Book 375 of Deeds, at Page 156; thence along the northeasterly line of said lands, South 39 degrees 30 minutes East, a



distance of 50 feet, more or less, to the northeasterly corner of the lands conveyed to Elizabeth Vore by A.H. Meeker for the Estate of M.G. Meeker on November 27, 1916, and recorded November 27, 1916 in the Office of the Sonoma County Recorder in Book 245 of Deeds, at Page 489; thence along the Northeasterly line of said lands, South 39 degrees 30 minutes East, a distance of 25 feet, more or less, to the Northeasterly corner of the lands conveyed to Com Bethel Noyes by Effie M. Meeker, and Julia Edwards Meeker, for the Estate of Melvin C. Meeker, on June 12, 1925, and recorded June 19, 1925, in the Office of the Sonoma County Recorder in Book 106 of Official Records, at Page 442; thence along the Northeasterly line of said lands, South 33 degrees 30 minutes East, a distance of 75 feet; thence continuing South 54 degrees 20 minutes East, a distance of 50 feet to the Southeasterly corner of said lands of Noyes; thence from the Northeast corner of lands conveyed to Mary H. Clute by W. J. Meeker, for the Estate of Effie M. Meeker, on May 29, 1942 and recorded in the Office of the Sonoma County Recorder on February 8, 1944, in Book 604 of Official Records, at Page 5, along the Easterly line of said lands, South 54 degrees 20 minutes East, a distance of 20 feet, more or less, to the Northeasterly corner of the lands conveyed to Mary H. Clute by Effie M. Meeker, and Julia E. Meeker, on July 22, 1932, and recorded in the Office of the Sonoma County Recorder on November 7, 1932 in Book 328 of Official Records, at Page 185; thence along the northeasterly line of said lands, South 54 degrees 20 minutes East, a distance of 60 feet; thence continuing South 48 degrees 15 minutes East, a distance of 90 feet, more or less, to the Northeasterly corner of lands conveyed to Ona Neilson by Flavia Meeker, et al, on October 15, 1917, and recorded on November 16, 1917, in the Office of the Sonoma County Recorder, in Book 355 of Deeds, at Page 339; thence along the Northeasterly line of said lands, South 41 degrees East, a distance of 50 feet; thence from the northeasterly corner of the lands conveyed to (Mrs.) Ona Ritter by Effie M. Meeker and Melvin C. Meeker, on August 28, 1922, and recorded November 22, 1922, in the Office of the Sonoma County Recorder in Book 27 of Official Records, at Page 200, along the Northeasterly line of said Parcel, South 41 degrees East, a distance of 25 feet, more or less, to the Northeasterly corner of lands conveyed to William F. Herrick and Anna Herrick, by Flavia Meeker, et al, on June 15, 1917 and recorded in the Office of the Sonoma County Recorder on June 20, 1917, in Book 353 of Deeds, at Page 212, thence along the Easterly line of said Parcel South 31 degrees East, a distance of 61 feet, more or less, to a point of Intersection with a certain line between Hutchinson and Herrick, as described in the deed to Anna R. Herrick, recorded May 19, 1922, in the Office of the Sonoma County Recorder in Book 14 of Official Records, at Page 246; thence along said line, North 79 degrees East, a distance of 21.3 feet, more or less, to the Point of Beginning of the parcel herein described.

The above described parcel has been described in accordance with information shown on a certain "Plat of Survey for W.J. Meeker", by G. S. Abbott, LS 2297, in February, 1946, and revised November 1946.

Said property as described in that certain Certificate of Compliance recorded June 21, 1995, as Document No. 1995-0049731 of Official Records, Sonoma County Records.

APN: 075-250-010

Parcel Three:

Beginning at a point on the westerly line of the Bohemian Highway as accepted by the County of Sonoma on March 14, 1946, and recorded March 18, 1946, in the Office of the Sonoma County Recorder in Book 683 of Official Records, at Page 251 said point being at the Intersection of said line with the Southerly line of the lands conveyed to William F. Herrick and Anna Herrick, by Flavia Meeker, et al, on June 15, 1917, and recorded in the Office of the Sonoma County Recorder on June 20, 1917 in Book 353 of Deeds, at Page 212, said point being the Point of Beginning of the parcel herein described:

thence from said True Point of Beginning, along said Westerly line of the Bohemian Highway, the following (16) courses and distances:

1. South 06 degrees 44 minutes East, a distance of 54.0 feet;
2. Along a curve to the left with a radius of 270 feet, through a central angle of 32 degrees 30 minutes;
3. South 39 degrees 16 minutes East, a distance of 50.2 feet;
4. Along a curve to the right with a radius of 280 feet, through a central angle of 25 degrees 00 minutes;

5. South 14 degrees 16 minutes East, a distance of 6.1 feet;
6. Along a curve to the left with a radius of 420 feet, through a central angle of 18 degrees 00 minutes;
7. South 32 degrees 18 minutes 00 seconds East, a distance of 61.9 feet;
8. Along a curve to the right with a radius of 230 feet, through a central angle of 34 degrees 45 minutes;
9. South 02 degrees 29 minutes West, a distance of 58.0 feet;
10. Along a curve to the left with a radius of 270 feet, through a central angle of 22 degrees 15 minutes;
11. South 19 degrees 46 minutes 00 seconds East, a distance of 179.7 feet;
12. Along a curve to the right with a radius of 1980 feet, through a central angle of 05 degrees 30 minutes;
13. South 14 degrees 16 minutes 00 seconds East, a distance of 126.7 feet;
14. Along a curve to the light with a radius of 50 feel, through a central angle of 74 degrees 30 minutes;
15. South 60 degrees 14 minutes West, a distance of 93.1 feet;
16. Along a curve to the left with a radius of 195.00 feet, through a central angle of 33 degrees 32 minutes, more or less, to the Easterly line of the lands conveyed to Carlo P. Panizerra and Mary E. Panizerra, on July 8, 1947 and recorded in the Office of the Sonoma County Recorder on August 8, 1947, in Book 751 of Official Records, at Page 41, said line being the Westerly line of a certain Hampton Road;

Thence Northerly along said Easterly line of Pentane, on a nave to the left with a radius of 100 feet, through a central angle of 39 degrees 14 minutes; thence still along said line North 12 degrees 32 minutes West, a distance of 423.7 feet to the most Northeasterly corner of said lends of Panizerra: thence along the Northerly line of said lands, West, a distance of 551.3 feet, more of less to the point of Intersection with the North-South centerline of said Section 27; thence along said centerline, North 00 degrees 43 minutes West, a distance of 720 feel, more or less, to a point of Intersection with the Southerly line of certain lands conveyed to Birger W. Nelson and Laura M. Nelson, on August 31, 1945, and recorded in the Office of the Sonoma County Recorder, on August 31, 1945 M Book 718 of Official Records, at Page 224; thence along said line, and the prolongation thereof, North 47 degrees 48 minutes East a distance of 181 feet, more or less, to the Westerly line of a certain Orchard Road, as shown on a "Plat of Survey for W. J. Meeker-Santa Rosa, a portion of the Southeast 1/4 of Section 27, Township 7 North, Range 10 West, MDB&M" by G. S. Abbott, January 1946; thence Northerly along said line, on a curve to the left with a radius of 1020 feet, a distance of 60 feet, more or less, to a point of Intersection with the Southerly line, or Prolongation thereof of the lands conveyed to Anna R. Herrick by Effie M. Meeker and Melvin C. Meeker, on April 10, 1922 and recorded in the Office of the Sonoma County Recorder on May 19, 1923 in Book 14 of Official Records, at Page 246; thence along said line, and along the Southerly line of the first said lands of Herrick, North 73 degrees 40 minutes East, a distance of 307.1 feet, more or less to a point of the Westerly right-or-way hoe of the Bohemian Highway and the Point of Beginning.

#### Parcel Four:

Beginning at a point of Intersection of the North-South centerline of Section 27, Township 7 North, Range 10 West, MDB&M, with the Southerly tine of certain lands conveyed to Birger W. Nelson and Laura M. Nelson, on August 31, 1945 and recorded in the Office of the Sonoma County Recorder, on August 31, 1945 in Book 718 of Official Records, at Page 224; thence from said True Point of Beginning, along said line, South 47 degrees 48 minutes West, a distance of 24 feet, more or less, to a point of Intersection with the Easterly line of a certain Hampton Road; thence along said line, South 51 degrees 01-1/2 minutes East, a distance of 24 feet more or less, to a point of Intersection with said centerline of Section 27; thence along said fine, North 00 degrees 43 minutes West, a distance of 30 feet, more or less, to a point of Intersection with said line of Nelson, and the Point of Beginning.

Said property as described in the certain Certificate of Compliance, recorded June 21, 1995 as Document No. 1995-0049732 of Official Records, Sonoma County records.

APN: 074-110-004

#### TRACT THREE:

Parcel One:

Located in Section 28, Township 7 North, Range 10 West, M.D.B. & M., and being more particularly described as follows:

Commencing at the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of Section 28, Township 7 North, Range 10 West, M.D.B. & M.; thence from said point of commencement West 1660.00 feet; thence South 4000 feet to the Point of Beginning of the Parcel to be herein described; thence from said Point of Beginning West, 600.00 feet; thence South 363.00 feet; thence East, 600.00 feet; thence North, 363.00 feet to the Point of Beginning of the herein above described parcel of land.

Bearings: True

Being Parcel One as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-011 (portion)

Parcel Two:

Located in Section 28, Township 7 North, Range 10 West, M.D.B. & M., and being more particularly described as follows:

Commencing at the one-quarter Section corner common to Section 27 and Section 28, Township 7 North, Range 10 West, M.D.B. & M.; thence from said point of commencement South 44 degrees 30 minutes West, 1060.0 feet to the Point of Beginning of the parcel of land to be hereinabove described.

Thence from said point of beginning West 450.0 feet; thence South 387.2 feet; thence East, 450.00 feet; thence North, 387.2 feet to the Point of Beginning of the hereinabove described parcel of land.

Bearings: True

Being Parcel Nine as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-011 (portion)

Parcel Three:

Located in Section 27 and 28, Township 7 North, Range 10 West, M.D.B. & M., and being more particularly described as follows:

Commencing at the one-quarter corner common to said Sections 27 and 28; thence Southerly along the line common to said Sections, 780 feet to the True Point of Beginning of the Parcel to be herein described; thence East, 52.2 feet; thence South, 104.4 feet; Thence West 104.4 feet; thence North 104.4 feet; thence East, 52.2 feet to the True Point of Beginning.

Bearings: True

Being Parcel Ten as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-011 (portion)

Parcel Four:

Being a parcel of land located in Section 27, Township 7 North, Range 10 West, M.D.B. & M., and also being Block 36 and Lots 1 and 2, Block 37, as shown on that Map of the Second Addition to Camp Meeker as filed in Book 17 of Maps, at Page 19, Sonoma County Records, and being more particularly described as follows

Beginning at the most Southerly corner of Lot 1, of Block 37 of said Second Addition; thence Northerly along the Westerly line of said Lot 1 to the most Northerly corner thereof; thence Easterly along The Northerly lines of Lots 1 and 2 to the Northeast corner of said Lot 2; thence Southerly along the Easterly line of said Lot 2 to the Southeast corner thereof, thence Southerly along the extension of said Easterly line, a distance of 140 feet; thence South 88 degrees West, 180.00 feet; thence Northerly in a direct line to the Southwest corner of Lot 1, of Block 36 of said Second Addition; thence Northerly along the Westerly line of said Lot 1, Block 36, to the most Northerly corner thereof; thence Easterly along the Northerly line of Lots 1 through 5, of said Block 38 to the Southeast corner of said Lot 5; thence Southerly along the Southerly line of said Lot 5 to the Southeast corner thereof; thence Southeasterly in a direct line to the point of beginning.

Excepting therefrom Lots 1 through 5, of said Block 36, and Lots 1 and 2 of said Block 37.

Bearings: True

Being Parcel Twelve, as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-012 (portion)

Parcel Five:

Located in Section 27, Township 7 North, Range 10 West, M.D.B. & M., and being more particularly described as follows:

Commencing at the one-quarter corner common to Section 27 and 28, Township 7 North, Range 10 West, M.D.B. & M.; thence South 49 degrees East, 1020 feet to the point of beginning of the Parcel to be herein described.

Thence from said point of beginning South 57 degrees 30 minutes East, 200.00 feet; thence South 32 degrees 30 minutes West, 217.80 feet; thence North 57 degrees 30 minutes West 200.00 feet; thence North 32 degrees 30 minutes East, 217.80 feet to the point of beginning.

Bearings: True

Being Parcel Thirteen, as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-012 (portion)

Parcel Six:

Located in the Northeast one-quarter of the Southwest one-quarter of Section 27, Township 7 North, Range 10 West, M.D.B. & M., and being more particularly described as follows:

Beginning at the most Southerly corner of Lot 1, Block 2, of the Fourth Addition to Camp Meeker, as shown on the Map filed in Book 19 of Maps, at Page 17, Sonoma County Records; thence South 70 degrees 30 minutes West, 35.0 feet; thence North 23 degrees 45 minutes West, 140.00 feet, more or less, to an angle point in the South line of Hampton Road; thence along the South line of said Hampton Road, South 70 degrees East, 60.00 feet, more or less, to an angle point in said South line; thence South 19 degrees 30 minutes East, 70.00 feet, more or less, to the most Westerly corner of said Lot 1; thence



along the Southwest line of said Lot 1, South 19 degrees 30 minutes East 25.00 feet to the point of beginning.

Bearings: True

Being Parcel Fifteen, as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-012 (portion)

Parcel Seven:

Located In the Northeast one-quarter of the Southwest one-quarter of Section 27, Township 7 North, Range 10 West, M.D.B. & M., and being more particularly described as follows:

Beginning at the most Southerly corner of Lot 1, Block 2 of the Fourth Addition to Camp Meeker, as shown on the Map filed in Book 19 of Maps, at Page 17, Sonoma County Records; thence along the Westerly lines of Lots 2 through 12, and said line extended, South 19 degrees 30 minutes East, 285.00 feet, thence South 70 degrees 30 minutes West, 152.8 feet; thence North 19 degrees 30 minutes West, 285.00 feet; thence North 70 degrees 30 minutes East, 152.80 feet to the point of beginning.

Bearings: True

Being Parcel Sixteen, as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-012 (portion)

Parcel Eight:

Located in the Northeast one-quarter or the Southwest one-quarter of Section 27, Township 7 North, Range 10 West, M. D. B. & M., and being more particularly described as follows:

Beginning at the Intersection of the Southerly line of Windsor Road and the Easterly line of Morgan Avenue as shown on the Map of the Fourth Addition to Camp Meeker, filed in Book 19 of Maps, at Page 17, Sonoma County Records, thence North 88 degrees East to an angle point in said Southerly line; thence South 54 degrees 30 minutes East, 70.0 feet; thence South, 50.00 feet thence South 72 degrees West, 90.0 feet thence North 18 degrees West, 110 feet, more or less, to the point of beginning.

Bearings: True

Being Parcel Seventeen, as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-012 (portion)

Parcel Nine:

Located In the Northeast one-quarter of the Southwest one-quarter of Section 27, Township 7 North, Range 10 West, M.D.B. & M., and being more particularly described as follows:

Commencing at the most Easterly corner of Lot 17, Block 5, as shown on the Map of the Fourth Addition to Camp Meeker, filed in Book 19 of Maps, at Page 17, Sonoma County Records; thence South 33 degrees 30 minutes East, 170.00 feet to the point of beginning of the parcel to be herein described.

Thence from said point of beginning and continuing South 33 degrees 30 minutes East, 200.00 feet; thence South 50 degrees West, 220.00 feet; thence North 33 degrees 30 minutes West, 200.00 feet; thence North 50 degrees East, 220.00 feet to the point of beginning.

Bearings: True

Being Parcel Eighteen, as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

APN: 075-040-012 (portion)

Parcel Ten:

Lots 1, 2, and 3, in Block 18; Lots 41 and 43 in Block 14, Lot 1 in Block 21; and all of Block 36, as said Lots and Block are shown on the Map of Second Addition to Camp Meeker, filed February 8, 1905, in Book 17 of Maps, at Page 19, Sonoma County Records.

APN: 075-145-001

APN: 075-159-001

APN: 075-173-004

APN: 075-177-006

Parcel Eleven:

Lot 231, as shown on the Map of Gregson minutes Addition to Camp Meeker, filed July 3, 1901, in Book 13 of Maps, at Page 8, Sonoma County Record.

APN: 075-110-009

Parcel Twelve:

Located in the Northeast one-quarter of the Northwest one-quarter of Section 27, Township 7 North, Range 10 West, M.D.B. & M., and being more particularly described as follows:

Commencing at the Southeast corner of said Northeast one-quarter of the Northwest one-quarter of Section 27; thence North 73 degrees West 1210.00 feet to the point of beginning of the Parcel to be herein described.

Thence from said point of beginning North 44 degrees West 105.00 feet, thence North 46 degrees East 105.00 feet; thence South 44 degrees East 105.00 feet; thence South 46 degrees West 105.00 feet to the point of beginning.

Bearings: True

Being Parcel 19, as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

Also being a portion of the lands described in that certain Deed to The Camp Meeker Water System Inc. recorded August 20, 1959 in Book 1692 of Official Records, Page 49, Sonoma County Records.

APN: 075-290-001

Parcel Thirteen:

Located in the Northeast one-quarter of the Northwest one-quarter of Section 27, Township 7 North, Range 10 West, M.D.B & M., and being more particularly described as follows:

Commencing at the Southeast corner of said Northeast one-quarter of the Northwest one-quarter of Section 27, thence West 220.00 feet to the point of beginning of the Parcel to be herein described.

Thence from said point of beginning and continuing West 105.00 feet; thence North, 105.00 feet; thence East 105.00 feet; thence South 105.00 feet to the point of beginning.

Bearing: True

Being Parcel 20 as shown on that Map of the Camp Meeker Water System as filed in the Office of the County Assessor.

Also being a portion of the lands described in that certain Deed to The Camp Meeker Water System Inc. recorded August 20, 1959 in Book 1692 of Official Records, Page 49, Sonoma County Records.

APN: 075-290-014

Parcel Fourteen:

An easement for ingress, egress and utilities as set forth and described in that certain "Grant of Easement and Mutual Agreement as to the Use Thereof", recorded January 20, 1966 in Book 2183 of Official Record, at Page 446, Sonoma County Records.

As created by Deed from The Episcopal Bishop of California, a Corporation Sole, (Grantor), to St. Dorothy's Rest Association, a California nonprofit corporation, (Grantee), recorded November 10, 2014, as Instrument No. 2014079830, Sonoma County Records.

TRACT FOUR:

Parcel One:

In Section 21, Township 7 North, Range 10 West. M.D.B. & M., the following Parcels:

Lot 4; the Southeast Quarter of the Southwest Quarter, portion of the South half Southeast Quarter, lying Southerly of the centerline of Dutch Bill Creek.

Excepting Therefrom the portions of said Section 21 heretofore conveyed South Pacific District of the Christian Missionary Alliance, a California Corporation, by deed dated September 22, 1947, Recorded October 9, 1947. in Book 740 of Official Records, at Page 321, Sonoma County Records.

Also Excepting Therefrom those portions described in the following documents:

Recording Date:	Book and Page:
February 7, 1912	<u>287 of Deeds, Page 291</u>
December 13, 1951	<u>1093 of Official Records, Page 480</u>
February 2, 1973	<u>2732 of Official Records, Page 998</u>
December 18, 1901	<u>193 of Deeds, Page 625</u>
June 13, 1905	<u>220 of Deeds, Page 284</u>
June 7, 1907	<u>234 of Deeds, Page 467</u>
January 17, 1903	<u>216 of Deeds, Page 244</u>
May 7, 1907	<u>234 of Deeds, Page 404</u>
January 2, 1908	<u>244 of Deeds, Page 238</u>
September 24, 1908	<u>250 of Deeds, Page 234</u>
September 28, 1908	<u>250 of Deeds, Page 259</u>
September 28, 1908	<u>250 of Deeds, Page 260</u>
October 10, 1908	<u>250 of Deeds, Page 342</u>

October 10, 1908	<u>250 of Deeds, Page 344</u>
November 14, 1908	<u>252 of Deeds, Page 31</u>
November 14, 1908	<u>252 of Deeds, Page 32</u>
May 11, 1910	<u>263 of Deeds, Page 483</u>
June 28, 1910	<u>265 of Deeds, Page 210</u>
July 6, 1911	<u>277 of Deeds, Page 224</u>
October 6, 1911	<u>280 of Deeds, Page 242</u>
October 23, 1911	<u>280 of Deeds, Page 324</u>
July 6, 1913	<u>315 of Deeds, Page 119</u>
November 28, 1914	<u>329 of Deeds, Page 178</u>
July 12, 1917	<u>352 of Deeds, Page 96</u>
October 24, 1917	<u>356 of Deeds, Page 104</u>
August 20, 1959	<u>1692 of Official Records, Page 49</u>
March 9, 2015	<u>2015018450 of Official Records</u>
March 9, 2015	<u>2015018456 of Official Records</u>

APN: 075-070-005

Parcel Two:

In Section 27, Township 7 North, Range 10 West, M.D.B & M., the following Parcels:

Those portions of the North half of the Southwest Quarter, West half of the Southeast Quarter, the South half of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter lying Westerly and Southwesterly of the Westerly and Southwesterly fine of Old Bohemian Highway as it presently exists, and as described in the Order of Condemnation to County of Sonoma, Recorded July 17, 1942, in Book 557 of Official Records, at Page 206, Sonoma County Records.

In Section 28, Township 7 North, Range 10 West, M.D.B. & M., the following Parcels:

Lots 1 and 2; East half of the Northwest Quarter; West half of the Northeast Quarter, East half of the Northeast Quarter, and North half of the Southeast Quarter.

EXCEPTING THEREFROM those portions lying within the exterior boundaries of the following subdivisions.

Camp Meeker, filed in Book 11 Maps, at Page 21, Sonoma County Records,  
 Gregsons Addition to Camp Meeker, filed in Book 15 of Maps, at Page 18, Sonoma County Records

2nd Addition to Camp Meeker, filed in Book 17 of Maps, at Page 19, Sonoma County Records

4th Addition to Camp Meeker, filed in Book 19 of Maps, at Page 17, Sonoma County Records.

Also Excepting therefrom the above described Sections 27 and 28 those Parcels described in the following documents:

Recording Date:	Book and Page:
July 14, 1900	<u>190 of Deeds, Page 398</u>
December 18, 1901	<u>193 of Deeds, Page 625</u>
September 19, 1903	<u>204 of Deeds, Page 344</u>
June 30, 1903	<u>205 of Deeds, Page 344</u>
September 1, 1903	<u>207 of Deeds, Page 226</u>
June 20, 1903	<u>205 of Deeds, Page 433</u>
August 25, 1904	<u>210 of Deeds, Page 613</u>
February 25, 1904	<u>211 of Deed, Page 150</u>
November 4, 1904	<u>214 of Deeds, Page 392</u>

November 22, 1904	<u>214 of Deeds, Page 522</u>
January 17, 1905	<u>216 of Deed, Page 244</u>
February 5, 1905	<u>216 of Deeds, Page 328</u>
August 23, 1905	<u>217 of Deed, Page 607</u>
November 10, 1905	<u>218 of Deeds, Page 534</u>
June 13, 1905	<u>220 of Deeds, Page 284</u>
December 17, 1908	<u>232 of Deeds, Page 469</u>
June 7, 1907	<u>234 of Deeds, Page 467</u>
June 7, 1907	<u>234 of Deeds, Page 404</u>
January 2, 1908	<u>244 of Deed, Page 238</u>
August 20, 1908	<u>250 of Deeds, Page 58</u>
September 1, 1908	<u>250 of Deeds, Page 129</u>
September 24, 1908	<u>250 of Deeds, Page 234</u>
September 28, 1908	<u>250 of deeds, Page 259</u>
September 28, 1908	<u>250 of Deeds, Page 260</u>
October 10, 1908	<u>250 of Deeds, Page 342</u>
October 10, 1908	<u>250 of Deeds, Page 344</u>
November 14, 1908	<u>252 of Deeds, Page 31</u>
November 14, 1908	<u>252 of Deeds, Page 32</u>
November 27, 1909	<u>260 of Deeds, Page 362</u>
May 11, 1910	<u>263 of Deeds, Page 483</u>
June 28, 1910	<u>265 of Deeds, Page 210</u>
December 14, 1910	<u>268 of Deeds, Page 402</u>
November 18, 1910	<u>269 of Deeds, Page 203</u>
February 28, 1911	<u>271 of Deeds, Page 361</u>
March 14, 1911	<u>271 of Deeds, Page 440</u>
June 7, 1911	<u>277 of Deeds, Page 28</u>
June 7, 1911	<u>277 of Deeds, Page 29</u>
June 6, 1911	<u>277 of Deeds, Page 224</u>
July 18, 1911	<u>277 of Deeds, Page 289</u>
August 11, 1911	<u>279 of Deeds, Page 84</u>
October 4, 1911	<u>280 of Deeds, Page 216</u>
October 6, 1911	<u>280 of Deeds, page 242</u>
October 23, 1911	<u>280 of Deeds, Page 324</u>
December 4, 1911	<u>282 of Deeds, Page 215</u>
November 21, 1911	<u>287 of Deeds, Page 23</u>
April 19, 1912	<u>292 of Deeds, Page 438</u>
April 13, 1913	<u>294 of Deeds, Page 10</u>
December 16, 1912	<u>305 of Deeds, Page 334</u>
January 8, 1913	<u>307 of Deeds, Page 31</u>
March 17, 1913	<u>309 of Deeds, Page 195</u>
July 16, 1913	<u>315 of Deeds, Page 119</u>
July 31, 1913	<u>315 of Deeds, Page 239</u>
January 13, 1914	<u>319 of Deeds, Page 219</u>
November 13, 1914	<u>329 of Deeds, Page 79</u>
November 28, 1914	<u>329 of Deeds, Page 178</u>
May 24, 1915	<u>333 of Deeds, Page 34</u>
July 16, 1915	<u>333 of Deeds, Page 2075</u>
November 27, 1916	<u>345 of Deeds, Page 489</u>
July 12, 1917	<u>352 of Deeds, Page 96</u>
August 1, 1917	<u>352 of Deeds, Page 186</u>
June 20, 1917	<u>353 of Deeds, Page 212</u>
November 12, 1917	<u>355 of Deeds, Page 306</u>
November 16, 1917	<u>355 of Deeds, Page 339</u>
November 21, 1917	<u>355 of Deeds Page 373</u>
October 24, 1917	<u>356 of Deeds, Page 104</u>



August 13, 1919	<u>362 of Deeds, Page 185</u>
October 6, 1919	<u>3075 of Deeds, Page 148</u>
October 6, 1919	<u>3075 of Deeds, Page 156</u>
November 21, 1919	<u>379 of Deeds, Page 41</u>
July 25, 1921	<u>399 of Deeds, Page 464</u>
May 19, 1922	<u>14 of Official Records, Page 246</u>
October 3, 1922	<u>27 of Official Records, Page 21</u>
November 2, 1922	<u>27 of Official Records, Page 200</u>
November 16, 1923	<u>59 of Official Records, Page 106</u>
June 19, 1925	<u>106 of Official Records, Page 442</u>
July 27, 1926	<u>146 of Official Records, Page 107</u>
September 30, 1926	<u>154 of Official Records, Page 14</u>
March 4, 1927	<u>164 of Official Records, Page 318</u>
April 29, 1927	<u>169 of Official Records, Page 138</u>
August 26, 1927	<u>178 of Official Records, Page 380</u>
October 15, 1929	<u>242 of Official Records, Page 217</u>
November 26, 1929	<u>248 of Official Records, Page 176</u>
November 7, 1932	<u>328 of Official Records, Page 185</u>
December 13, 1946	<u>720 of Official Records, Page 91</u>
August 25, 1934	<u>368 of Official Records, Page 204</u>
June 12, 1936	<u>411 of Official Records, Page 186</u>
February 3, 1938	<u>447 of Official Records, Page 81</u>
April 18, 1940	<u>499 of Official Records, Page 244</u>
September 15, 1941	<u>535 of Official Records, Page 214</u>
December 30, 1941	<u>544 of Official Records, Page 13</u>
June 2, 1942	<u>551 of Official Records, Page 459</u>
July 17, 1942	<u>557 of Official Records, Page 206</u>
July 13, 1943	<u>582 of Official Records, Page 336</u>
February 8, 1944	<u>604 of Official Records, Page 5</u>
January 8, 1945	<u>628 of Official Records, Page 179</u>
August 2, 1946	<u>648 of Official Records, Page 201</u>
June 27, 1946	<u>659 of Official Records, Page 431</u>
December 24, 1945	<u>666 of Official Records, Page 381</u>
February 4, 1946	<u>671 of Official Records, Page 419</u>
March 18, 1946	<u>683 of Official Records, Page 251</u>
February 14, 1947	<u>718 of Official Records, Page 224</u>
October 9, 1947	<u>740 of Official Records, Page 321</u>
August 8, 1947	<u>0751 of Official Records, Page 41</u>
February 23, 1951	<u>1028 of Official Records, Page 491</u>
August 13, 1951	<u>1068 of Official Records, Page 489</u>
November 23, 1951	<u>1090 of Official Records, Page 166</u>
August 20, 1959	<u>1692 of Official Records, Page 49</u>
April 28, 1982	<u>Series No. 82-22368 of Official Records</u>
March 10, 1999	<u>Series No. 1999-0032121 of Official Records</u>
March 10, 1999	<u>Series No. 1999-0032122 of Official Records</u>
March 10, 1999	<u>Series No. 1999-0032123 of Official Records</u>
March 9, 2015	<u>Series No. 2015-018451 of Official Records</u>

Also Excepting Therefrom:

That certain Parcel of land, lying adjacent to Gregson's Addition to Camp Meeker, filed in Book 15 of Maps, at Page 18, Sonoma County Records described as follows:

Bounded on the East by Lots 176, 178, 180, 182, 184 and 186, as shown on said Map Gregson's Addition, on the South by the lands described in Deed Recorded August 13, 1918, in Book 362 of Deeds, at Page 185, Sonoma County Records, on the North by the lands described in Deed Recorded July 18,

1911, in Book 277 of Deeds, at Page 289, Sonoma County Records, and on the West by the Easterly line of St. Dorothy's Road as same presently exists.

Also Excepting Therefrom those certain Parcels of land set forth and described in those certain Certificates of Compliance Recorded June 21, 1995 as Document Nos. 1995-049731 and 1995-049732 of Official Records, Sonoma County Records.

APN: 075-040-005; 075-300-005; 075-040-015; 075-300-007; 075-040-017; 075-300-008; 075-300-002; 074-300-012; 075-300-003; 075-250-001

Parcel Three:

That portion of the Northwest Quarter of Section 27, Township 7 North, Range 10 West, M.D.B. & M., described as follows.

Bounded on the East, West and South by the lands described in document Recorded July 17, 1942, in Book 557 of Official Records, at Page 226, Sonoma County Records.

Bounded on the North by the lands described in document Recorded February 23, 1851, in Book 1028 of Official Records, at Page 491, document Recorded February 14, 1898, in Book 177 of Deeds, at Page 550, document Recorded November 16, 1923, in Book 59 of Official Records, at Page 106; by the Southeasterly line of Lot 2 as shown on Map of the Sylvania Subdivision, filed in Book 18 of Maps, at Page 6, Sonoma County Records and by the Northerly line of Sonoma County

Assessor's Parcel No. 075-300-010.

Parcel Four:

That certain Parcel shown as "Fern Grove" on Map of the Gregson's Addition to Camp Meeker, filed in Book 15 of Maps, at Page 18, Sonoma County Records.

Excepting Therefrom those portions described in Deeds Recorded September 19, 1903, in Book 204 of Deeds, at Page 344, Sonoma County Recorder and August 26, 1927, in Book 178 of Official Records, at Page 380, Sonoma County Recorder.

APN: 075-110-039

Parcel Five:

That certain Parcel shown on Map of the Gregson's Addition to Camp Meeker, filed in Book 15 of Maps, at Page 18, Sonoma County Records, bounded on the South by McKinley Avenue, on the East by Fir Avenue, on the North by Fern Avenue, and on the West by Nob Avenue.

Excepting Therefrom that portion described In Deed Recorded June 30, 1903, in Book 205 of Deeds, at Page 433 Sonoma County Records.

APN: 075-110-024

Parcel Six:

Lots 14, 15, 21, 22 and 23 as shown on "Map No. 1 of the Subdivision of Sylvania", filed in Book 18 of Maps, at Page 6, Sonoma County Records.

Excepting Therefrom that portion described in document recorded July 17, 1942, in Book 557 of Official Records, at Page 206. Sonoma County Records.

APN: 075-260-001

Parcel Seven

Lots 7 through 13, as shown on "Map No 1 of the Subdivision of Sylvania", filed In Book 18 of Maps, at Page 6 Sonoma County Records.

APN: 075-260-004

Parcel Eight:

Lots 88, 89, 90, 91, 92, 243 and 244 as shown on Map entitled, "Gregson's Addition to Camp Meeker", filed in Book 15 of Maps, at Page 18, Sonoma County Records.

APN: 075-120-017; 075-110-026

Parcel Nine:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 1 through 15 and 17, in Block 17.

APN: 075-141-005

Parcel Ten:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps at Page 19, Sonoma County Records:

Lots 16, 18 through 32, 34 and 36, in Block 17.

APN: 075-141-006

Parcel Eleven:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 25, 26, 27, 29, 31, 33, 35, 37, In Block 19.

APN 075-142-001

Lots 44, 46, 47, 48, 49 in Block 19.

APN: 075-181-003

Lots 17, 19 and 20, in Block 23.

EXCEPTING THEREFROM Lot 17, that portion described in Deed recorded in Book 217 of Deeds, at Page 571, Sonoma County Records.

APN: 075-146-003; 075-146-010

Lots 39, 41, 42, 43, in Rock 30.



APN: 075-144-003

All of Block 1.

APN: 075-152-001

Lots 1 through 9 and 11 through 84, in Block 2.

APN: 075-151-003; 75-151-004; 075-151-005

APN: 075-161-002; 075-161-003; 075-161-004; 075-161-005; 075-161-006

All of Block 12.

APN: 075-153-001

Lots 18 through 50, 0 Block 13.

APN: 075-157-006; 075-157-007

APN: 075-157-02

Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 18, 19, 20 through 30 and 32, In Block 10.

APN: 075-155-006; 075-155-007

Lots 1, 2, 3, in Block 6.

APN: 075-154-003

Lot 1 and 2, in Block 4.

APN: 075-154-002

Lots 43, 45, 47, 49, 50 and triangular lot adjacent to Lots 49 and 50, In Block 17.

APN: 075-158-002

Lots 51, 53, 55, 57, 58 and 59, in Block 17.

APN: 075-158-003

Lots 60, 61 and the North half of Lot 62, in Block 17.

APN: 075-158-005

Lot 74 In Block 17.

APN 075-158-008

Lots 69, 71 and 73, In Block 17.

APN: 075-158-009

Parcel Twelve,

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 66, 83, 84 & 85, In Block 2.

APN: 075-161-002

Parcel Thirteen:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 70 through 82, in Block 2.

APN: 075-161-003

Parcel Fourteen:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records,

Lots 57, 59 through 65, 67, 68 and 69, in Block 2.

APN: 075-161-004

Parcel Fifteen:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 43, 45, 47, 49, 51 through 56 and 58, in Block 2.

APN: 075-161-005

Parcel Sixteen:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filled in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 31, 33 through 42, 44, 46, 48, and 50, In Block 2.

APN: 075-161-006

Parcel Seventeen:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 1 through 6, in Block 31.

APN: 075-162-001

Lots 4 through 10, in Block 33.

APN: 075-163-002

Lots 1 through 6, in Block 34.

APN: 075-164-001

All of Block 7.

APN: 075-165-001

Parcel Eighteen:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 17, 20, 22 through 58, in Block 6.

APN: 075-166-004; 075-166-005

Parcel Nineteen:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 4 through 16 & 18, in Block 6.

APN: 075-166-006

Parcel Twenty:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

All of Block 5.

APN: 075-167-001

Parcel Twenty-One:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 3 through 8 and 11, in Block 4.

APN: 075-168-002

Parcel Twenty-Two:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 9, 10, 12 and 13, in Block 4,

APN: 075-168-003

Parcel Twenty-Three:

The South half of Lot 4, and Lots 5 through 38, in Block 3.

APN: 075-169-002; 075-169-003; and 075-169-004

All of Block 8.

APN: 075-171-001

All of Block 35.

APN: 075-172-001

All of Block 37.

APN: 075-173-001 (ptn. 3)

That portion of Hill Street lying between Blocks 36 and 37.

APN: 075-173-003 (portion)

All of Block 16.

APN: 075-174-001

Parcel Twenty-Four:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 13 through 26, in Block 9.

APN: 075-175-002

Parcel Twenty-Five:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 1 through 12, in Block 9

APN: 075-175-003

Lots 15 through 18, in Block 15

APN: 075-176-002

Parcel Twenty-Six:

The following lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 3 through 14, in Block 15

APN: 075-176-003

Parcel Twenty-Seven:

The following Lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 1 and 2, in Block 15

APN: 075-176-004

Parcel Twenty-Eight:

The following Lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 12, 14, 16, 18, 20, 22, in Block 14.

APN: 075-177-002

Lots 27, 29, 31, 33, 34, 35, 36, 37, 38, 39, 40, 42, in Block 14.

APN: 075-177-005

Lots 5 through 11 and 13, in Block 18.

APN: 075-178-002

All of Block 39.

APN: 075-179-001

Lots 6 through 13, in Block 38.

APN: 075-179-002

Lots 4, 5, 6, 8, 10, 12, 14, 16, 18, in Block 29.

Excepting therefrom those portions described in Deed recorded December 3, 1907, in Book 239 of Deeds, at Page 444, December 6, 1971, in Book 2586 of Official Records, at Page 205 and August 31, 1976, in Book 3121 of Official Records, at Page 628, Sonoma County Records.

APN: 075-185-010

Lots 7, 8, 9, 10, 11, 12, 13, 15, 17, 19, in Block 20.

APN: 075-191-003

Lots 26, 27, 28, in Block 20.

APN: 075-191-005

Parcel Twenty-Nine:

The following Lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 5, 6, in Block 22.

APN: 075-192-003

Parcel Thirty:

The following Lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 23, 25, 27, 29, 31, 33, 34, 35 through 39, in Block 22.

APN: 075-192-019

Parcel Thirty-One:

The following Lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 40 through 46 and 48, in Block 22.

Excepting therefrom Lot 48, that portion thereof described in Deed recorded December 7, 1972, in Book 2717 of Official Records, at Page 172, Sonoma County Records.

APN: 075-192-020

Parcel Thirty-Two:

The following Lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lot 55, in Block 22.

APN: 075-192-011

Parcel Thirty-Three:

The following Lots as shown on Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records:

Lots 27, 28, 29 and 31, in Block 27.

Excepting therefrom that portion described as "Parcel Two" in document recorded February 23, 1973, in Book 2738 of Official Records, at Page 76, Sonoma County Records.

APN: 075-202-006

Lots 25, 28 and 30, in Block 25.

Excepting therefrom that portion described in Deed recorded in Book 226 of Deeds, at Page 386, Sonoma County Records and also described in Deed recorded July 9, 1971, in Book 3101 of Official Records, at Page 499, Sonoma County Records.

APN: 075-203-005

Parcel Thirty-Four:

The following Lots as shown on the Map entitled, "The 4th Addition to Camp Meeker", filed in Book 19 of Maps, at Page 17, Sonoma County Records:

Lots 6 through 10, in Block 11.

APN: 075-224-002

Parcel Thirty-Five:

The following Lots as shown on the Map entitled, "The 4th Addition to Camp Meeker", filed in Book 19 of Maps, at Page 17, Sonoma County Records:

Lots 1 and a portion of Lot 2, Lots 3, 5, 7, 9, 11, 13, 15 and 17, in Block 7.

Excepting therefrom Lot 2, that portion described in Deed recorded in Book 376 of Deeds, at Page 488, Sonoma County Records.

APN: 075-232-021

Parcel Thirty-Six:

The following Lots as shown on the Map entitled, "the 4th Addition to Camp Meeker", filed in Book 19 of Maps, at Page 17, Sonoma County Records:

Lots 19, 21, 23, 25, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54 and 56, in Block 7.

Excepting therefrom Lot 54, that portion described in Deed recorded September 12, 1927, in Book 178 of Official Records, at Page 456, Sonoma County Records.

APN: 075-232-022; 075-232-023

Parcel Thirty Seven:

The following Lots as shown on the Map entitled, "The 4th Addition to Camp Meeker", filed in Book 19 of Maps, at Page 17, Sonoma County Records:

Lots 19 and 20, in Block 6.

APN: 075-246-002

Parcel Thirty-Eight:

The following Lots as shown on the Map entitled, "The 4th Addition to Camp Meeker", filed in Book 19 of Maps, at Page 17, Sonoma County Records:

Lots 1 through 17, in Block 6.

APN: 075-246-004

Parcel Thirty-Nine:

The following Lots shown on Map entitled, "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records.

Lot 10, in Block 2.

APN: 075-151-002

Lots 1, 2, 3 and the North half of Lot 4, in Block 3.



APN: 075-154-001

Lots 46 and 48, in Block 17.

APN: 075-158-001

Lot 74, in Block 17.

APN: 075-158-008

Lots 75 and 76, in Block 17.

APN: 075-158-010

Lot 7, in Block 31.

APN: 075-162-002

Lots 9 and 10, in Block 31.

APN: 075-162-004

Lots 19 and 21, in Block 6.

APN: 075-166-002

APN: 075-166-003

Parcel Forty:

The following Lots as shown on the Map entitled "2nd Addition to Camp Meeker", filed in Book 17 of Maps, at Page 19, Sonoma County Records.

Lots 70 and 72, in Block 17.

APN: 075-158-007

Lot 5, in Block 14.

APN: 075-177-001

The following Lots as shown on the Map entitled "4th Addition to Camp Meeker", filed in Book 19 of Maps, at Page 17, Sonoma County Records.

Lots 22 and 24, in Block 7.

APN: 075-232-004

Lot 18, in Block 6.

APN: 075-246-003

TRACT FIVE:

All that certain Lot piece or Parcel of land, situated, lying and being in the County of Sonoma, State of California, and located in Section 27, in Township 7 North, Range 10 West, M.D.M., and known as Camp Meeker, as per Map on file in the Office of Sonoma County Records and being two (2) acres of land as follows:

Beginning at a point 82 feet Easterly from the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 27, of Township Number Seven (7) North, Range 10 West M.D.M. running thence Easterly along the Southerly line 298 feet; thence Northerly 292 feet; thence Westerly 298 feet; thence Southerly 292 feet to the Point of Beginning.

Containing two (2) acres of land, more or less.

APN: 075-040-007

APN: 074-110-003, 074-110-004, 074-120-001, 075-040-005; 075-040-007, 075-040-011; 075-040-012, 070-040-015, 070-040-017, 075-070-005, 075-151-002, 075-151-003

(End of Legal Description)

MAP

THE MAP(S) CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCEL(S) SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE OF CALIFORNIA, INC. AND STEWART TITLE GUARANTY COMPANY ASSUME NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S).

EXHIBIT B

**FORM GRANT DEED**

Recording Requested by and When Recorded Mail to: )

)

)

)

)

)

)

And mail all tax statements: )

)

SAME AS ABOVE )

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:

Documentary Transfer Tax is \$\_\_\_\_\_.

( ) computed on full value of property conveyed

( ) computed on full value less value of liens and encumbrances remaining at time of sale

( ) Unincorporated area: ( ) City of \_\_\_\_\_

City of \_\_\_\_\_ Transfer Tax is \$\_\_\_\_\_

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE EPISCOPAL BISHOP OF CALIFORNIA, a California corporation sole** (collectively "**Grantor**"), hereby grants to Camp Meeker Recreation and Park District, a public entity formed under the Public Resources Code ("**Grantee**"), the real property located in the County of Sonoma, State of California, described on Exhibit 1 attached hereto and made a part hereof, together with all tenements, easements, rights of way and appurtenances belonging or in anywise appertaining to the same, and the improvements thereon.

DATED: \_\_\_\_\_, 2022

**GRANTOR:**

**THE EPISCOPAL BISHOP OF CALIFORNIA,  
a California corporation sole**

By: Christopher J. Hayes

Its: Attorney-in-fact



**EXHIBIT C**  
**EASEMENT AGREEMENTS**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Martin L. Hirsch  
Perry Johnson Anderson Miller &  
Moskowitz LLP  
438 First St, Fourth Floor  
Santa Rosa, CA 95401  
(707) 525-8800

**NO FEE**

This Document is being recorded  
for the benefit of Camp Meeker  
Recreation & Park District, a public  
entity, as per Gov't Code Section 6103

(Space above this line for Recorder's Use)

**EASEMENT AGREEMENT  
FOR ACCESS**

This Easement Agreement ("Agreement") is entered into on \_\_\_\_\_, by and between the Camp Meeker Recreation and Park District, a public entity formed under the Public Resources Code ( "CMRPD"), and St. Dorothy's Rest Association, a California nonprofit corporation (hereinafter "SDRA"), and The Episcopal Bishop of California, a Corporation Sole ("Diocese"), throughout this Agreement collectively referred to as "Parties" and individually referred to as "Party" or "each Party."

**RECITALS**

**WHEREAS**, CMRPD is the owner of record of that certain parcel of real property (the "Servient Tenement") located in an unincorporated portion of Sonoma County, California, as further described in Exhibit A, attached and incorporated hereto by this reference;

**AND WHEREAS**, the Diocese is the owner of record of that certain parcel of real property (the "Dominant Tenement") located adjacent to the Servient Tenement in an unincorporated portion of Sonoma County, California, as further described in Exhibit B, attached and incorporated hereto by this reference;

**AND WHEREAS**, SDRA occupies, possesses, and operates the Dominant Tenement on behalf of the Diocese as an institution of the Diocese;

**AND WHEREAS**, the Parties executed that certain Purchase and Sale Agreement dated \_\_\_\_\_ (the "Purchase Agreement") for transfer of the Servient Tenement and contemplating this Agreement;

**AND WHEREAS**, the Parties enter into this Agreement for the Diocese and SDRA to receive an easement for the purposes described below in this Agreement, all in that portion



of the Servient Tenement referred to in this Agreement as “Easement Area” and described in Exhibit C, attached and incorporated hereto by this reference;

**NOW, THEREFORE**, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

1. Grant of Easement. Subject to the terms and conditions of this Agreement, CMRPD grants a nonexclusive easement to SDRA and the Diocese, appurtenant to the Dominant Tenement, to use the Easement Area for the purposes set forth below (collectively, the “Easement Uses”):
  - a. Pedestrian and Vehicular Access. SDRA and the Diocese shall have an easement for pedestrian and vehicular access by St. Dorothy’s members, agents, licensees, invitees, and guests, to and from Willow Creek Road (“Access”) along the existing road or any improvement thereto across the northern part of the Property.
    - i. Restrictions on Pedestrian Access. Access may include the walking of dogs and other pets provided any such animals are on a leash and under the control of the owner or caretaker at all times.
    - ii. Restrictions on Vehicular Use. Vehicle access shall only be permitted for maintenance, repairs, and in emergency situations.
    - iii. Prohibited Items. No smoking, use, or consumption of any tobacco products, controlled substances or alcoholic beverages shall be permitted in the Easement Area. Other than by sworn on-duty peace officers, no firearms or other device designed to emit projectiles shall be used or permitted in the Easement Area.
    - iv. Violations. Any person (other than a CMRPD employee, agent, resident, invitee or guest) who violates these restrictions may be directed by CMRPD, SDRA, or the Diocese to leave the Easement Area immediately. CMRPD’s, SDRA’s, and the Diocese’s remedies hereunder are cumulative with any other remedy as provided by this Agreement and not exclusive of any other legal or equitable remedy otherwise available to CMRPD, the Diocese, or SDRA.
    - v. Access Gates. SDRA or the Diocese shall maintain access gates at the entrances from the Dominant Tenement to the Easement Area, which may be used for the purpose of blocking Access during an Easement Area Closure as set forth in Section 1.d below, provided that SDRA shall provide keys to CMRPD. Gates shall be designed to restrict vehicular access during non-emergencies. The gates shall allow for pedestrian access at all times and shall be safe for pedestrian use.

- b. Signage. SDRA may provide a sign on its own property designating the Easement Area and describing the Access to the Servient Tenement. Such signage may also set forth some or all of the conditions the Parties have agreed to hereunder (and such other conditions as the Parties may mutually agree to in the future) including, but not limited to those prohibitions set forth in Sections 1a and 1b of this Agreement. Before SDRA posts signage, SDRA shall notify CMRPD of the proposed signage and obtain CMRPD's written consent to the proposed signage. Such consent shall not be unreasonably withheld. CMRPD and SDRA shall each bear one-half of the costs and expenses of purchasing and installing the signage.
- c. No Warranties or Representations of Grantor. SDRA and the Diocese understand and agree that CMRPD makes no representations or warranties about any condition of the Easement Area or the suitability of the Easement Area;
- d. Easement Area Closures. Either Party may close the Easement to public access for such limited durations and under such conditions as is reasonably required for public safety, including, without limitation, unsafe trail conditions, while construction, repair or restoration of the Easement or of the underlying Servient Estate is ongoing, or due to fire, or other public emergency. CMRPD may close the Easement to public access as stated above, with or without approval from SDRA. SDRA may only close the Easement to public access as stated above, with written approval from CMRPD, except in the case of an emergency. CMRPD may also designate hours of use by the public in the interest of public safety, which hours may be posted on signage within the Easement Area, but such designation shall not restrict the use of the Easement by SDRA or the Diocese. Such signage shall be installed and maintained according to paragraph 1.b.

Upon any planned closure by CMRPD, CMRPD shall promptly notify SDRA of the nature of the closure, the basis for such closure, and the anticipated duration of the closure. CMRPD may also post a notice at the trailhead that the Easement Area has been closed. Nothing herein shall be construed as creating a duty or obligation of CMRPD: (i) to close the Easement Area; or (ii) to inspect, investigate, advise or warn SDRA or the Diocese, the general public, or any other party of any unsafe conditions that may exist or that may occur in the Easement Area.

In advance of any non-emergency closure by SDRA, SDRA shall notify CMRPD of the nature of the closure, the basis for such closure, and the anticipated duration of the closure. Upon written approval by CMRPD, which approval may not be unreasonably withheld, SDRA may close the Easement to public access. post a notice at the trailhead that the Easement Area has been closed.

- e. Non-Exclusive Use. The Easement set forth in this instrument is non-exclusive. The owner of the Servient Estate shall have the right to occupy, possess, and otherwise use the Easement Area, including, without limitation, the parking of vehicles in the Easement Area provided that such uses do not unreasonably interfere with the Easement. As used in this Agreement, the term "Access" shall not be interpreted to govern or restrict access to any portion of the Servient Tenement, including any such portion subject to the Easement, by CMRPD and its officers, agents, licensees, or invitees. A person or entity who enters the Easement Area under this Easement Agreement shall not be deemed an invitee or licensee of CMRPD by virtue of such use, and such person or entity's rights to use the Easement Area shall be governed solely by this Easement Agreement and any later restrictions on access imposed by the Parties.
- f. Opening of Easement Area. The Parties agree that the initial opening of the Easement Area for the Access will occur on or before the date of this agreement, and until that time the Easement Area will remain closed to the Access.
- g. Parking. SDRA and the Diocese acknowledge and agree that there is no parking for the general public in the vicinity of or on the Easement Area, or inside the entrance to the Easement Area. Nothing in this Agreement shall be implied or construed as requiring CMRPD to provide any parking for the use of the Easement Area or creating any rights or interests of SDRA or the Diocese in any of the lands of CMRPD, including but not limited to the Servient Tenement for parking purposes; provided, however, the SDRA and the Diocese shall be entitled to park vehicles within the Easement Area temporarily as is reasonably necessary to manage, maintain, or repair the Easement.

Maintenance. In its sole and absolute discretion and at its own expense, the owner of the Dominant Tenement may elect to maintain, repair, inspect, or improve the Easement at any time, manner and frequency that suits the Dominant Tenement subject to any terms and conditions of any Conservation Easement filed subsequently to this Easement and subject to approval by the Ag+Open Space District of the County of Sonoma. . Nothing herein shall require the Dominant Tenement to make any improvements or conduct any maintenance on the Easement from is present or subsequent condition.

- 2. Covenant to Run with the Land. The benefits and burdens of this Agreement will run with the land in accordance with California Civil Code §§1460–1471. Each covenant of either Party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other Party to this Agreement, which is described in this Agreement. The successive and respective owners of the Servient Tenement and the Dominant Tenement are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to CMRPD and the land owned by or granted to the Diocese and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. Immediately on its

execution, this Agreement will be recorded in the Official Records of the County of Sonoma, State of California.

3. Term. This Agreement shall continue in full force and effect in perpetuity unless this Agreement is amended, modified, or terminated by an agreement executed, acknowledged and recorded by the parties to this Agreement.
4. No Public Dedications. Nothing in this Agreement is intended to be or shall be deemed or construed to be a gift or dedication of any portion of the Easement Area, or the Servient Tenement for any public use, except as is reasonably required to use the Easement for its intended purposes.
5. Indemnification. In consideration for the grant of easement set forth in this Agreement, the Parties agree to indemnify, defend, and hold harmless the other Parties and any of their respective employees, agents, trustees, affiliates, invitees, guests, predecessors, successors-in-interest, grantors, grantees, heirs, representatives, attorneys and assigns (for purposes of this Section 5, collectively referred to as the "Indemnatee"), against all liabilities, demands, claims, costs, losses, damages, recoveries, settlements, expenses (including interest, penalties, attorneys' fees, accounting fees, and expert witness fees), taxes, tax liabilities and related penalties, and amounts paid in settlement that are actually and reasonably incurred in connection with any claims against Indemnatee, known or unknown, contingent or otherwise, directly or indirectly arising from or related to access or use of the Easement Area by the other Party. Indemnatee reserves the right, in Indemnatee's sole discretion, to control the defense of any such claims, including, without limitation, the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of such claims relevant to Indemnatee. In any event, the indemnifying Party shall promptly reimburse Indemnatee in full for all costs reasonably incurred by Indemnatee in investigating, preparing, or defending any action or proceeding, commenced or threatened, in connection with any of the foregoing matters, or incurred in settlement of any such action or proceeding (whether commenced or threatened). This section shall survive the execution of this Agreement. Indemnatee's rights and remedies hereunder are cumulative with any other remedy as provided by this Agreement and not exclusive of any other legal or equitable remedy otherwise available to the Indemnatee.
6. Insurance. Each Party shall maintain commercial general liability insurance covering the Easement Area and Easement Uses from a company and in form, amount and substance reasonably satisfactory to other Party (but in no event in an amount less than Two Million Dollars ((\$2,000,000.00) per occurrence), naming the other Party (and its lenders and any other persons reasonably designated in writing by such party) as an additional insured, and requiring at least thirty (30) days written notice prior to any cancellation, material amendment, or reduction of such insurance coverage. Such insurance shall be primary and non-contributing with any other insurance policies maintained by the respective Parties. Each Party shall deliver to the other Party a certificate of insurance reasonably acceptable to said Party and evidencing such insurance coverage.



7. No Reliance. The Parties are not entering into this Agreement in reliance upon any express or implied representation, agreement, or understanding of any kind by any other Party, or any person representing (or purporting to represent) the other Party, or any other person or entity, except as expressly stated in this Agreement.
8. Warranty of Non-Assignment. Each of the Parties warrants that it has neither actually nor purportedly assigned or transferred to any person or entity not a Party to this Agreement all or any portion of any of the rights, claims, actions, causes of action, demands, liabilities, damages, attorneys' fees and costs of any kind or nature whatsoever, released pursuant to this Agreement. Each of the Parties agrees to indemnify and hold harmless each of the others from and against any claim, damage, liability or action arising from any such actual or purported assignment or transfer, including the payment of attorneys' fees and costs actually incurred, whether or not litigation is actually commenced.
9. Costs. Each Party shall bear all attorneys' fees and costs arising from that Party's own counsel incurred in the negotiation and drafting of this Agreement.
10. Attorneys' Fees. If either Party commences an action against the other to enforce any of the terms of this Agreement, or because of a breach by either Party of any of the terms thereof, the prevailing Party shall be entitled to payment of its reasonable attorneys' fees, expert witness fees, and costs.
11. Binding Effect and Modification. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns and agents of the Parties. This Agreement shall not be amended or modified except in writing signed by each of the Parties.
12. California Law. This Agreement shall be deemed to have been made in the State of California, and the validity of this Agreement and its construction, interpretation, and enforcement, and the parties' rights hereunder shall be decided under, governed by, and construed in accordance with the laws of the State of California, excluding any applicable conflict of laws statutes.
13. Severability. If a court or an arbitrator of competent jurisdiction holds that any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
14. Representation by Counsel. Each Party warrants and represents that in executing this Agreement it has relied upon legal advice from the attorney of its or his or her choice or has had an opportunity to seek legal counsel and has willingly declined to do so; that the terms of this Agreement have been read and its consequences (including risks, complications and costs) have been completely explained to it by that attorney and that it fully understands the terms of this Agreement.
15. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by each of the Parties for all purposes. This Agreement shall be deemed to

have been drafted jointly by each of the Parties.

16. Negative Inference. No negative inference, presumption or interpretation shall be made by a court against the party who drafted this Agreement.
17. Voluntary Execution. Each Party acknowledges and warrants that its, his or her execution of this release is free and voluntary.
18. Authority. Each individual executing this Agreement represents that he or she is authorized to execute this Agreement on behalf of himself/herself and on behalf of the entity on whose behalf he/she executes the Agreement. Each of the parties signing represents and warrants that no other signature, other than as may appear herein, is required for this Agreement to be binding upon that party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth beside the signature of each.

<p><b>Camp Meeker Recreation and Park District, a California corporation</b></p> <p>By: _____ Name: _____ Its: President</p> <p>By: _____ Name: _____ Its: Secretary</p>	<p><b>THE EPISCOPAL BISHOP OF CALIFORNIA, a corporation sole</b></p> <p>By: _____ Name: <u>Christopher J. Hayes</u> Its: <u>Attorney-in-Fact</u></p> <p><b>ST. DOROTHY'S REST ASSOCIATION, a California nonprofit corporation</b></p> <p>By: _____ Name: _____ Its: _____</p>
--	---



**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Martin L. Hirsch  
Perry Johnson Anderson Miller &  
Moskowitz LLP  
438 First St, Fourth Floor  
Santa Rosa, CA 95401  
(707) 525-8800

**NO FEE**

This Document is being recorded  
for the benefit of Camp Meeker  
Recreation & Park District, a public  
entity, as per Gov't Code Section 6103

(Space above this line for Recorder's Use)

**EASEMENT AGREEMENT  
FORCAMPING**

This Easement Agreement ("Agreement") is entered into on \_\_\_\_\_, by and between the Camp Meeker Recreation and Park District, a public entity formed under the Public Resources Code ("CMRPD"), and St. Dorothy's Rest Association, a California nonprofit corporation (hereinafter "SDRA"), and The Episcopal Bishop of California, a Corporation Sole ("Diocese"), throughout this Agreement collectively referred to as "Parties" and individually referred to as "Party" or "each Party."

**RECITALS**

**WHEREAS**, CMRPD is the owner of record of that certain parcel of real property (the "Servient Tenement") located in an unincorporated portion of Sonoma County, California, as further described in Exhibit A, attached and incorporated hereto by this reference;

**AND WHEREAS**, the Diocese is the owner of record of that certain parcel of real property (the "Dominant Tenement") located adjacent to the Servient Tenement in an unincorporated portion of Sonoma County, California, as further described in Exhibit B, attached and incorporated hereto by this reference;

**AND WHEREAS**, SDRA occupies, possesses, and operates the Dominant Tenement on behalf of the Diocese as an institution of the Diocese;

**AND WHEREAS**, the Parties executed that certain Purchase and Sale Agreement dated \_\_\_\_\_ (the "Purchase Agreement") for transfer of the Servient Tenement and contemplating this Agreement;

**AND WHEREAS**, the Parties enter into this Agreement for the Diocese and SDRA to receive an easement for the purposes described below in this Agreement, all in that portion

of the Servient Tenement referred to in this Agreement as “Easement Area” as described herein;

**NOW, THEREFORE**, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

1. Grant of Easement. Subject to the terms and conditions of this Agreement, CMRPD grants a non-exclusive easement to SDRA and the Diocese, appurtenant to the Dominant Tenement, to use the Easement Area for the purposes set forth below (collectively the “Easement Uses”):
  - a. Camping Access. SDRA and the Diocese shall have an easement for overnight camping on an annual basis during the period of June 1<sup>st</sup> through July 31<sup>st</sup> by St. Dorothy’s members, agents, licensees, invitees, and guests, upon the area starting at 38 degrees, 25 minutes and 15 seconds north, 122 degrees, 58 minutes 11 seconds west 200 feet north 400 feet east 200 feet south and 400 feet west to the point(“Camping Area”).
  - b. Restrictions on Camping.
    - i. The camping Area shall not exceed 2-acres and delineated by signage or wildlife friendly fencing.
    - ii. The developed surface is limited to 25% of the 2-acre Camping Area – developed surface includes the entire footprint of any permanent structure or hardscape, including tent or picnic table pads/platforms, campfire/cooking area pads, or stage/amphitheater.
    - iii. Sound Amplification is restricted to daylight hours and to no more than a single one-hour block of time between sunset and sunrise; volume must remain sufficiently low to avoid disrupting wildlife and impacting the experience of other visitors; in no instance shall amplified sound exceed 85 decibels.
    - iv. Artificial lighting is fixed artificial lighting (not personal flashlights or lanterns) must be designed/installed to minimize direct illumination of areas outside of the Camping Area to minimize impacts to wildlife.
    - v. Internal combustion engine generators are restricted to placement within the designated Camping Area for use only during daylight hours and no more than a single one-hour block of time between sunset and sunrise; sound from the generator must not exceed 75 decibels.
    - vi. Trash is to be removed from the Camping Area daily.
    - vii. Solid waste is to be disposed of via a permitted septic/holding system or removed from the Camping Area daily.
  - viii. Prohibited Items. No smoking, use, or consumption of any tobacco products, controlled substances or alcoholic beverages shall be permitted in the Easement Area. Other than by sworn on-duty peace officers, no

firearms or other device designed to emit projectiles shall be used or permitted in the Easement Area. Campfires shall be permitted upon the Servient Tenement in designated areas and subject to all applicable ordinances.=

- ix. Violations. Any person who violates these restrictions may be directed by CMRPD, SDRA, or the Diocese to vacate the Easement Area immediately. CMRPD's, SDRA's, and the Diocese's remedies hereunder are cumulative with any other remedy as provided by this Agreement and not exclusive of any other legal or equitable remedy otherwise available to CMRPD, the Diocese, or SDRA.
- c. No Warranties or Representations of Grantor. SDRA and the Diocese understand and agree that CMRPD makes no representations or warranties about any condition of the Easement Area or the suitability of the Easement Area;
- d. Easement Area Closures. CMRPD may close the Easement to public access for such limited durations and under such conditions as is reasonably required for public safety, including without limitation, unsafe trail conditions, while construction, repair or restoration of the Easement or of the underlying Servient Estate is ongoing, or due to fire, or other public emergency. CMRPD may also designate hours of use by the public in the interest of public safety, which hours may be posted on signage within the Easement Area. , but such designation shall not restrict the use of the Easement by SDRA or the Diocese.

Upon any planned closure by CMRPD, SDRA shall be promptly notified of the nature of the closure, the basis for such closure, and the anticipated duration of the closure. CMRPD may also post a notice at the trailhead that the Easement Area has been closed. Nothing herein shall be construed as creating a duty or obligation of CMRPD: (i) to close the Easement Area; or (ii) to inspect, investigate, advise or warn SDRA or the Diocese, the general public, or any other party of any unsafe conditions that may exist or that may occur in the Easement Area.

- e. Non-Exclusive Use. The Easement set forth in this instrument is non-exclusive. The owner of the Servient Estate shall have the right to occupy, possess, and otherwise use the Easement Area, including without limitation, the parking of vehicles in the Easement Area provided, that such uses do not unreasonably interfere with the Easement. This Agreement shall not be interpreted to govern or restrict access to any portion of the Servient Tenement, including any such portion subject to the Easement, by CMRPD and its officers, agents, licensees, or invitees. A person or entity who enters the Easement Area under this Easement Agreement shall not be deemed an invitee or licensee of CMRPD by

virtue of such use, and such person or entity's rights to use the Easement Area shall be governed solely by this Easement Agreement and any later restrictions on access imposed by the Parties.

- f. Parking. SDRA and the Diocese acknowledge and agree that there is no parking for the general public in the vicinity of or on the Easement Area, or inside the entrance to the Easement Area. Nothing in this Agreement shall be implied or construed as requiring CMRPD to provide any parking for the use of the Easement Area or creating any rights or interests of SDRA or the Diocese in any of the lands of CMRPD, including but not limited to the Servient Tenement for parking purposes; provided, however, the SDRA and the Diocese shall be entitled to park vehicles within the Easement Area temporarily as is reasonably necessary to manage, maintain, or repair the Easement.
  - g. Maintenance. In its sole and absolute discretion and at its own expense, the owner of the Dominant Tenement may elect to maintain, repair, inspect, or improve the Easement at any time, manner and frequency that suits the Dominant Tenement, so long as those improvements are limited to those items referred to in section 1.b.i-vii above. Nothing herein shall require the Dominant Tenement to make any improvements or conduct any maintenance on the Easement from its present or subsequent condition.
- 2. Covenant to Run with the Land. The benefits and burdens of this Agreement will run with the land in accordance with California Civil Code §§1460–1471. Each covenant of either Party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other Party to this Agreement, which is described in this Agreement. The successive and respective owners of the Servient Tenement and the Dominant Tenement are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to CMRPD and the land owned by or granted to the Diocese and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. Immediately on its execution, this Agreement will be recorded in the Official Records of the County of Sonoma, State of California.
  - 3. Term. This Agreement shall continue in full force and effect in perpetuity unless this Agreement is amended, modified, or terminated by an agreement executed, acknowledged and recorded by the parties to this Agreement.
  - 4. No Public Dedications. Nothing in this Agreement is intended to be or shall be deemed or construed to be a gift or dedication of any portion of the Easement Area, or the Servient Tenement for any public use, except as is reasonably required to use the Easement for its intended purposes.
  - 5. Indemnification. In consideration for the grant of easement set forth in this Agreement, the Parties agree to indemnify, defend, and hold harmless the other Parties and any of their



respective employees, agents, trustees, affiliates, invitees, guests, predecessors, successors-in-interest, grantors, grantees, heirs, representatives, attorneys and assigns (for purposes of this Section 5, collectively referred to as the "Indemnatee"), against all liabilities, demands, claims, costs, losses, damages, recoveries, settlements, expenses (including interest, penalties, attorneys' fees, accounting fees, and expert witness fees), taxes, tax liabilities and related penalties, and amounts paid in settlement that are actually and reasonably incurred in connection with any claims against Indemnatee, known or unknown, contingent or otherwise, directly or indirectly arising from or related to Hiking, Camping, access, or use of the Easement Area by the other Party. Indemnatee reserves the right, in Indemnatee's sole discretion, to control the defense of any such claims, including, without limitation, the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of such claims relevant to Indemnatee. In any event, the indemnifying Party shall promptly reimburse Indemnatee in full for all costs reasonably incurred by Indemnatee in investigating, preparing, or defending any action or proceeding, commenced or threatened, in connection with any of the foregoing matters, or incurred in settlement of any such action or proceeding (whether commenced or threatened). This section shall survive the execution of this Agreement. Indemnatee's rights and remedies hereunder are cumulative with any other remedy as provided by this Agreement and not exclusive of any other legal or equitable remedy otherwise available to the Indemnatee.

6. **Insurance.** Each Party shall maintain commercial general liability insurance covering the Easement Area and Easement Uses from a company and in form, amount and substance reasonably satisfactory to the other Party (but in no event in an amount less than Two Million Dollars ((\$2,000,000) per occurrence), naming the other Party (and its lenders and any other persons reasonably designated in writing by such party) as an additional insured, and requiring at least thirty (30) days written notice prior to any cancellation, material amendment, or reduction of such insurance coverage. Such insurance shall be primary and non-contributing with any other insurance policies maintained by the respective Parties. Each Party shall deliver to the other Party a certificate of insurance reasonably acceptable to said Party and evidencing such insurance coverage.

Such insurance shall be primary and non-contributing with any other insurance policies maintained by the respective Parties. Each Party shall deliver to the other Party a certificate of insurance reasonably acceptable to said Party and evidencing such insurance coverage.

7. **No Reliance.** The Parties are not entering into this Agreement in reliance upon any express or implied representation, agreement, or understanding of any kind by any other Party, or any person representing (or purporting to represent) the other Party, or any other person or entity, except as expressly stated in this Agreement.
8. **Warranty of Non-Assignment.** Each of the Parties warrants that it has neither actually nor purportedly assigned or transferred to any person or entity not a Party to this Agreement all or any portion of any of the rights, claims, actions, causes of action, demands, liabilities, damages, attorneys' fees and costs of any kind or nature whatsoever, released pursuant to

this Agreement. Each of the Parties agrees to indemnify and hold harmless each of the others from and against any claim, damage, liability or action arising from any such actual or purported assignment or transfer, including the payment of attorneys' fees and costs actually incurred, whether or not litigation is actually commenced.

9. Costs. Each Party shall bear all attorneys' fees, and costs arising from that Party's own counsel incurred in the negotiation and drafting of this Agreement..
10. Attorneys' Fees. If either Party commences an action against the other to enforce any of the terms of this Agreement, or because of a breach by either Party of any of the terms thereof, the prevailing Party shall be entitled to payment of its reasonable attorneys' fees, expert witness fees, and costs.
11. Binding Effect and Modification. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns and agents of the Parties. This Agreement shall not be amended or modified except in writing signed by each of the Parties.
12. California Law. This Agreement shall be deemed to have been made in the State of California, and the validity of this Agreement and its construction, interpretation, and enforcement, and the parties' rights hereunder shall be decided under, governed by, and construed in accordance with the laws of the State of California, excluding any applicable conflict of laws statutes.
13. Severability. If a court or an arbitrator of competent jurisdiction holds that any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
14. Representation by Counsel. Each Party warrants and represents that in executing this Agreement it has relied upon legal advice from the attorney of its or his or her choice or has had an opportunity to seek legal counsel and has willingly declined to do so; that the terms of this Agreement have been read and its consequences (including risks, complications and costs) have been completely explained to it by that attorney and that it fully understands the terms of this Agreement.
15. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by each of the Parties for all purposes. This Agreement shall be deemed to have been drafted jointly by each of the Parties.
16. Negative Inference. No negative inference, presumption or interpretation shall be made by a court against the party who drafted this Agreement.
17. Voluntary Execution. Each Party acknowledges and warrants that its, his or her execution of this release is free and voluntary.
18. Authority. Each individual executing this Agreement represents that he or she is



authorized to execute this Agreement on behalf of himself/herself and on behalf of the entity on whose behalf he/she executes the Agreement. Each of the parties signing represents and warrants that no other signature, other than as may appear herein, is required for this Agreement to be binding upon that party.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth beside the signature of each.

<p><b>Camp Meeker Recreation and Park District, a California corporation</b></p> <p>By: _____ Name: _____ Its: President</p> <p>By: _____ Name: _____ Its: Secretary</p>	<p><b>THE EPISCOPAL BISHOP OF CALIFORNIA, a corporation sole</b></p> <p>By: _____ Name: <u>Christopher J. Hayes</u> Its: <u>Attorney-in-fact</u></p> <p><b>ST. DOROTHY'S REST ASSOCIATION, a California nonprofit corporation</b></p> <p>By: _____ Name: _____ Its: _____</p>
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RECORDING REQUESTED BY AND RETURN TO:

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

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Free recording per Government Code Section 6103

CAMP MEEKER FOREST OPEN SPACE PRESERVE  
RECREATION CONSERVATION COVENANT  
(California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 *et seq.* (“the District”) and the Camp Meeker Recreation & Park District, a public agency formed under pursuant to the provisions of Public resources Code Sections 5780 *et seq.*, its successors and assigns and those claiming under it (“Owner”) pursuant to Government Code section 5540.6.

*Recitals*

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

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

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

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

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

#### *Agreement*

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

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

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

*Uses.*

A. Owner hereby agrees to use, operate and maintain the Property as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve shall include, at a minimum, general availability of the Property for public hiking, picnicking and nature study no less than six hours per day, seven days per week, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. Owner shall not engage in activities that impede public access to or public use of the Property for low-intensity outdoor public recreation and educational uses pursuant to this Covenant, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations) or as necessary on a temporary basis to protect public health or safety or the Property's natural resources and scenic values.

C. If a management plan is prepared and approved pursuant to Sections 5.1.7 and 6.1 of the Conservation Easement, Owner's use, operation and maintenance of the Property as a public park and open space preserve shall be in accordance with such management plan.

*3. Enforcement.*

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

B. Prior to taking any action under Paragraph 3.A, the District shall provide Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally

describing the condition or event claimed by the District to be a breach of Owner's obligations that is either mailed or otherwise delivered by the District to Owner. The Notice shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

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

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

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

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

(iii) In no case shall liquidated damages exceed Two Million Two Hundred Twenty-Five Thousand Dollars (\$2,225,000), as adjusted for inflation from the date of recordation of this Covenant, for any single breach.

The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's Notice.

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

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

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



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

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

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

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

9. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," and irrevocable offers of dedication encompassed within the meaning of the phrase "unaccepted, recorded, irrevocable offers of dedication," as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

[SIGNATURES AND ACKNOWLEDGEMENTS]

IN WITNESS WHEREOF, OWNER has executed this Irrevocable Offer of Dedication this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

OWNER: THE COUNTY OF SONOMA

By: \_\_\_\_\_  
Chris Coursey, President of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Marcie Woychik, Chief Deputy, Clerk of the Board

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

Exhibit A

**Property Legal Description**



RECORDING REQUESTED BY AND RETURN TO:

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

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Free recording per Government Code Section 6103

DEED AND AGREEMENT  
BY AND BETWEEN  
**THE CAMP MEEKER RECREATION & PARK DISTRICT**  
AND  
THE SONOMA COUNTY AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT  
CONVEYING A CONSERVATION EASEMENT  
AND  
ASSIGNING DEVELOPMENT RIGHTS

**THE CAMP MEEKER RECREATION & PARK DISTRICT** “GRANTOR”) and the SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 *et seq.* (“DISTRICT”) agree as follows:

RECITALS

A. GRANTOR is the owner in fee simple of that certain real property containing approximately 356 acres located in Sonoma County, to be known as Camp Meeker Forest Open Space Preserve, designated as Sonoma County Assessor’s Parcel Number(s) 074-110-003, 074-110-004, 074-120-001, 075-040-005, 075-040-007, 075-040-011, 075-040-012, 075-040-015, 075-040-017, 075-070-005, 075-141-005, 075-141-006, 075-151-002, 075-151-003, 075-151-004, 075-151-005, 075-152-001, 075-153-001, 075-154-001, 075-154-002, 075-154-003, 075-155-006, 075-161-002, 075-161-003, 075-161-004, 075-161-005, 075-161-006, 075-162-001, 075-162-002, 075-162-004, 075-163-002, 075-164-001, 075-165-001, 075-166-002, 075-166-003, 075-166-004, 075-166-005, 075-166-006, 075-167-001, 075-168-002, 075-168-003, 075-169-002, 075-169-003, 075-169-004, 075-171-001, 075-172-001, 075-173-001, 075-173-003, 075-173-004, 075-174-001, 075-175-002, 075-175-003, 075-176-002, 075-176-003, 075-176-004, 075-177-005, 075-177-006, 075-179-001, 075-179-002, 075-192-019, 075-192-020, 075-300-002, 075-300-003, 075-300-005, 075-300-007, and 075-300-012, and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (“the Property”).

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

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

D. On [DATE], DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. [NUMBER], that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan (specifically the Plan's Open Space and Resource Conservation Elements) because [GIVE SPECIFIC REASONS FOR GP and/or LCP CONFORMITY – SAME LANGUAGE AS RESOLUTION]. By that same resolution, DISTRICT's Board of Directors determined that its funding of the Project is consistent with the voter-approved Expenditure Plan. [

E. This Easement, as further defined below, will further the goals, objectives and policies of the DISTRICT's Vital Lands Initiative, a long-range acquisition plan, by protecting the Wildlands, Water, Healthy Communities, and Community Identity conservation values of the Property.

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

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

## EASEMENT

### PART ONE: GRANT OF EASEMENT

**1. Grant and Acceptance of Conservation Easement and Assignment of Development Rights.** Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 through 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts a conservation easement over the Property in perpetuity under the terms and conditions set forth herein ("the Easement"). GRANTOR hereby irrevocably assigns to DISTRICT all development rights associated with the Property, except as specifically provided by this Easement.



**2. Conservation Values.** The Property is a 356-acre Property is located in the Sonoma County Coast Range, a rugged landscape typified by coast redwood and Douglas-fir forest with a mix of hardwood trees and meadows, along the Bohemia Highway between Occidental and Monte Rio. Critical resources on the Property (collectively “the Conservation Values”) are as follows:

**2.1 Natural Resources.** The natural resource values on the Property include, but are not limited to, coast redwood and Douglas-fir forest with a hardwood component, Dutch Bill Creek, a perennial anadromous fish stream, intermittent and ephemeral tributaries to Dutch Bill Creek, a series of cascading waterfalls, and Baumert Springs, which are comprised of two year-around springs nestled in a stand of coast redwood trees along the creek bed of an unnamed perennial tributary to Dutch Bill Creek. This Easement protects the Property’s natural resource values as described above and as they may change over time due to causes such as ecological succession, habitat shift, movement of streams, wetlands, and springs, or the impacts of climate change.

**2.2 Scenic Resources.** The scenic resources values on the Property include, but are not limited to, views of the mountainous landscape and coast redwood and Douglas-fir forest from more than two (2) miles of the Bohemian Highway Scenic Corridor, and much of the community of Camp Meeker. The Property is a beautiful backdrop for the small historic community built along narrow mountainous roads winding through conifer forest and rugged terrain.

**2.3 Recreational and Educational Resources.** The recreational and educational resources of the property include, but are not limited to, miles of old logging roads and trails that travel through coast redwood and Douglas-fir forests, riparian habitat associated with Dutch Bill Creek and several tributaries, as well as rugged terrain typical of Sonoma County’s Coast Range, offering a variety of opportunities for the public to experience coast redwood and mixed hardwood-conifer forest. The Property wraps around much of the community of Camp Meeker and extends into town near where riparian corridors meet Bohemian Highway. The Property will provide recreational opportunities for residents and visitors, as well as possible future trail connections to Occidental and Monte Rio Redwoods Regional Park & Open Space Preserve.

**3. Conservation Purpose.** The purpose of this Easement (“Conservation Purpose”) is to preserve and protect forever the Conservation Values, and to prohibit and prevent any uses and activities of the Property that will materially impair or interfere with the Conservation Values. In the event that an activity or use that requires the DISTRICT’s approval causes a substantial conflict between the preservation and protection of multiple Conservation Values, the Parties shall attempt to reconcile such conflict and balance preservation and protection of Conservation Values, taking into consideration any material changes to the physical condition of the Property, climate change and associated impacts, zoning and public policy, and surrounding land uses. If such conflict is both substantial and irreconcilable, the District shall consider the approval and the relative impacts to the affected Conservation Values, with particular weight given to preservation and protection of natural resources, then to scenic resources, and finally recreational and educational uses.

## **PART TWO: RIGHTS OF DISTRICT**

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

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

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

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

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

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

**4.4 Approval of Certain Uses.** To review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 and Section 6.

**4.5 Signage.** To erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR and visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The DISTRICT shall determine the wording and design of the sign or marker with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in

size nor include artificial illumination. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

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

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

### **PART THREE: RESTRICTIONS ON DEVELOPMENT, USE, AND ACTIVITIES**

**5. GRANTOR's Restricted Rights.** GRANTOR shall confine the use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (1) establishes specific duties with respect to the preservation of the Property's Conservation Values; (2) establishes allowed activities and uses; (3) establishes restricted or prohibited activities and uses; and (4) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.7.

#### **5.1 General Requirements for All Uses.**

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

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

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

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

**5.1.5 Duty to Prevent Waste, Nuisance, and Trespass.** Without limiting the generality of the foregoing, GRANTOR shall maintain the Property in a condition consistent with the

Conservation Purpose of this Easement, which obligation shall include the undertaking of reasonable and necessary steps to prevent harm to the Conservation Values of the Property due to foreseeable acts or omissions of third parties.

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

## **5.2 Subdivision and Lot Line Adjustments.**

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

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

**5.2.3 Easements.** GRANTOR may not grant new temporary or permanent easements, nor modify or amend existing easements, on the Property without the prior written approval of DISTRICT. It is the duty of GRANTOR to prevent use of the Property by third parties that may result in the creation of prescriptive rights.

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

- a) Conveyance to Government or Qualified Non-Profit Entity. Subject to prior written approval by DISTRICT, GRANTOR may voluntarily convey a portion of the Property to a government or qualified non-profit entity exclusively for conservation or public access purposes [and only if the grantee owns or manages contiguous land used and managed for conservation, open space, or recreation].
- b) Leases. GRANTOR may lease a portion(s) of the Property for uses described in this Section 5 and subject to all terms of this Easement.
- c) Lot Line Adjustments. Lot line adjustments may be permitted solely with prior approval from DISTRICT if necessary to settle boundary disputes with adjacent properties. GRANTOR shall take no action towards a lot line

adjustment unless and until DISTRICT provides prior approval of the proposed Lot Line Adjustment.

**[IF MORE THAN ONE PARCEL REMAINS:** Subject to prior written approval by DISTRICT, GRANTOR may relocate one or more boundary lines between existing parcels within the Property, where the land taken from one parcel is added to a contiguous parcel and does not thereby create a greater number of parcels on the Property than existed at the time of execution of this Easement.]

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

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

a) Mitigation. Subject to prior written approval of DISTRICT, the Property may be used for mitigation of on- or off-site projects if DISTRICT determines, in its sole discretion, that the following criteria are met: (i) the proposed mitigation enhances the Conservation Values; (ii) the proposed mitigation is consistent with DISTRICT's enabling legislation; (iii) the proposed mitigation is aligned with DISTRICT's objectives and goals; and (iv) the proposed mitigation does not present a risk to DISTRICT's long-term fiscal stability. Furthermore, (i) any additional protections required by regulatory agencies in association with a mitigation project must be consistent with this Easement; and (ii) the sale of mitigation credits are considered a commercial use and subject to the provisions of Section 5.3.4.

**5.3.2. Recreational and Educational Use.** GRANTOR shall make the Property available to the public for low-intensity public outdoor recreation and education. All public outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection. Such uses must occur in approved locations and may include, but are not limited to, hiking, bicycling, horseback riding, picnicking, nature study, and other such uses similar in nature and intensity.

**5.3.3 Special Public Events.** With prior written notice to DISTRICT, GRANTOR may use the Property for public special events, including educational and recreational events, and cultural activities. Special events for which an admission or participation fee is charged and those that will restrict typical public access to the property or trails shall be limited to no more than four (4) times per year, and shall not result in any permanent alteration of the Property or have any detrimental impact on the natural resources of the Property.

**5.3.4 Special Private Events.** With prior written approval from DISTRICT, GRANTOR may use the Property private special events, including weddings, reunions, and private parties. Special private events shall be limited to 100 attendees, up to four (4) times per year, and

shall not restrict typical public access to the property or trails and shall not result in any permanent alteration of the Property or have any detrimental impact on the natural resources of the Property. GRANTOR shall document date, event size, type, and location of each such event. Such documentation shall be made available to DISTRICT upon request.

**5.3.5. Camping and Access Easements.** GRANTOR and DISTRICT acknowledge that a former property owner retained a 2-acre camping easement and an access easement described in more detail in the Baseline Documentation referenced in Section 9 (“Camping Easement” and “Access Easement”). Amendments to these easements shall require written DISTRICT approval, pursuant to Section 5.7. Amendments must not increase the size of or increase improvement coverage limitations and must not allow significant negative impact to the Conservation Values this Easement protects. Improvements authorized by the Camping and Access Easements shall not count toward the improvement coverage limitation of Section 5.4 of this Easement

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

- a) Recreation and Education. With prior written notice to DISTRICT, GRANTOR may charge a nominal fee to cover costs directly associated with recreational and educational programs and use of the Property. DISTRICT reserves the right to request, and GRANTOR shall provide, documentation of such costs. Special events permitted under Section 5.3 may be conducted for fundraising purposes.
- b) Leases and Rentals. Leases or rentals for recreational and educational uses as defined in Section 5.3.
- c) Public Utility. Subject to prior written approval of DISTRICT, GRANTOR may use, lease, or rent up to 2% or 7 acres, whichever is less, of the Property for public utility purposes that were not in existence at the time this Easement was executed. Structures or improvements placed or constructed on the Property under this provision are subject to and shall be counted toward coverage limitations established in Section 5.4.
- d) Ancillary. With prior written approval from DISTRICT, GRANTOR may engage in other minor recreational and educational commercial uses found to be consistent with Conservation Values of this Easement.

**5.4 Structures and Improvements.** GRANTOR may repair, replace, construct, place, and maintain structures and improvements on the Property only as provided in this Section 5.4. At no time shall the structures and improvements existing at the date of execution of this Easement or constructed subsequently pursuant to Sections 5.4.1, through 5.4.# cover, cumulatively, more than 2.5% or 9 acres, whichever is less, of the Property.

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

GRANTOR may maintain, repair, or replace structures and improvements existing

at the date hereof or constructed subsequently pursuant to the provisions of this Easement, as follows:

a) If the maintenance, repair, or replacement does not increase the height of the structure or improvement, increase the land surface area it occupies or change its location or function, no notice to or approval by DISTRICT shall be required.

b) Any maintenance, repair, or replacement that increases the height of the structure or improvement, increases the land surface area it occupies, or changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 through 5.4.7.

**5.4.2 Structures and Improvements for Recreational and Educational Uses.**

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

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

b) Paved or permeable trails and pathways (including crossings), bridges, restrooms, lighting, and other similar improvements only with prior written approval from DISTRICT.

**5.4.3 Structures and Improvements Accessory to Natural Resource Protection.**

With prior written notice to DISTRICT, GRANTOR may place or construct within a Building Envelope designated in Section 5.1.7, accessory structures and improvements reasonably necessary for natural resource protection on the Property, including sheds and greenhouses.

**5.4.4 Public Parking and Access Roads.**

With prior written approval from DISTRICT, GRANTOR may construct new roads (including crossings) and public parking area(s) and reconstruct or expand existing roads and parking area(s) provided that such roads and parking area(s) are (i) directly required for uses and activities allowed herein; (ii) the minimum necessary for such uses and activities; and (iii) are sited so as to minimize impacts to the Conservation Values. Roads and parking area(s) shall be constructed and maintained so as to minimize erosion and sedimentation and ensure proper drainage, utilizing best management practices for roads as recommended by California Department of Fish and Wildlife or other similar or successor entity. Roads and parking area(s) constructed subsequent to this Easement may not be paved with asphalt, concrete or other impervious surface unless such paving is required by any federal, state, or local law, code, ordinance, or regulation; or unless GRANTOR provides reliable documentation demonstrating to DISTRICT's sole satisfaction that paving a road or parking area would reduce potential harm to the Conservation Values of the Property. Roads



and parking area(s) that are abandoned, permanently closed, and/or decommissioned shall be revegetated with native species, stabilized and ensured of proper drainage. Cumulative length of roads on the Property may not exceed 5 miles.

**5.4.5 Sound Amplification and Lighting.** No exterior sound amplification or night lighting is permitted, except as follows: (a) night lighting associated with recreational and educational use as described in Section 5.3.2 which lighting must be designed to reduce light pollution and minimize impacts to wildlife; (b) night lighting associated with public utility systems as described in Section 5.3.4 which lighting must be designed to be the minimum necessary for system safety and utility; and (c) moderate-volume sound amplification during events authorized under Section 5.3.2(a) provided that such amplification is kept at a volume sufficiently low to avoid disrupting wildlife and affecting visitors not participating in the event; in no instance shall amplified sound exceed 85 decibels at a distance of 3 feet or more from the primary sound source, such as a bullhorn or speaker.

**5.4.6 Fences and Gates.** With prior written approval from DISTRICT, GRANTOR may construct and erect new fencing and gates only as necessary for permitted uses of the Property or as necessary in connection with GRANTOR'S duties to prevent foreseeable trespass pursuant to Section 5.1. All fencing and gates must (i) preserve the scenic values of the Property; (ii) be the minimum necessary in design and extent; (iii) not impede wildlife movement and in cases where necessary to protect the allowed natural resources preservation, and restoration and enhancement uses described in this Easement; and (iv) comply with the DISTRICT's then-current guidelines for fences on conservation lands. Notwithstanding the provisions of Section 5.4.1, whether existing at the date hereof or constructed subsequently in accordance with the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only pursuant to the provisions of this Section 5.4.4. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.4, GRANTOR shall remove such fencing or gate from the Property.

**5.4.7 Utilities and Energy Resources.** With prior written approval from DISTRICT, GRANTOR may install or allow installation of underground conduits for water, gas, electricity, communications, and other utilities, as well as above ground appurtenances necessary for the underground utility service, associated with and necessary for permitted uses and activities on the Property or for offsite development consistent with the Sonoma County General Plan, as updated and amended from time to time, or for water supply or sanitation purposes, so long as such installation has no significant adverse impact on the Conservation Purpose of the Easement. The installation of any underground utilities, and associated above ground appurtenances, shall be constructed in the least intrusive manner feasible and any damage done during said installation shall be repaired and the Property restored.

Electric power and communication utilities may serve off-site use if associated improvements are located on a permitted structure and do not cause such structure to exceed developed surface limitations.

**5.4.8 Public Safety Systems.** With prior written approval from DISTRICT, GRANTOR may install communication and geophysical data collection, monitoring, and transmission systems and associated infrastructure directly supportive of public safety operations, including, but not limited to, wildfire detection sensors and cameras, weather stations, stream gauges, seismic sensors, and emergency communication systems (“Public Safety Systems”), provided such infrastructure is the minimum necessary for the public safety purpose and is designed, sited, constructed, and maintained so as to minimize impacts to the Conservation Values of the Property. Structures and improvements installed pursuant to this Section 5.3.6 are exempt from the improvements coverage limitation of Section 5.3, and shall not be included in the cumulative total developed surface calculations. Public Safety Systems do not include telecommunications facilities designed for use by the general public, such as commercial cell phone towers or antennae, which are subject to the provisions of Section 5.3.6.

**5.4.9 Signs.** GRANTOR may construct or place signs as set forth in this Section 5.4.9. No sign shall be artificially illuminated.

a) Without prior written notice to or approval from DISTRICT, GRANTOR may construct or place two (2) signs not to exceed forty-five (45) square feet in size to identify the Property from public roadways.

b) Without prior written notice to or approval from DISTRICT, GRANTOR may construct or place four (4) signs not to exceed thirty-two (32) square feet in size as trailhead or interpretive signs and/or to acknowledge participation of funding agencies for permitted uses on the Property.

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

d) With prior written approval from DISTRICT, GRANTOR may construct or place additional signs necessary or appropriate for allowed uses, provided that any such additional signs are sited and constructed in a manner that does not create a significant visual impact.

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

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

**5.5.2 Resources.** Draining, filling, dredging, diking, damming, or other alteration, development, or manipulation of watercourses, subsurface water, springs, ponds, and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development, and expansion of water storage and delivery systems allowed under Section 5.4.5, (ii) reconstruction, expansion, and new construction of roads or trails allowed under Sections 5.4.3 and 5.4.2, respectively; and (iii) the preservation, restoration, and enhancement of natural resources allowed under Section 5.5.5.

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

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

a) Within 100 feet of structures, except for Public Safety Systems installed pursuant to Section 5.4.6, and without need for notice to or approval from DISTRICT, GRANTOR may undertake brush removal, mowing, grazing, tree trimming, targeted tree removal, and other vegetation management methods of similar nature and intensity.

b) Farther than 100 feet from structures, or in relation to Public Safety Systems installed pursuant to Section 5.4.6, GRANTOR may undertake vegetation management pursuant to a Vegetation Management Plan (defined below) approved in advance by DISTRICT. A “Vegetation Management Plan” is a document designed to guide GRANTOR’s conduct of vegetation management pursuant to this section and may describe

either an individual vegetation management project or a more comprehensive plan covering multiple projects. Any Vegetation Management Plan must incorporate the best available science and must identify the following: a) the purpose of proposed work, b) the location of the treatment area(s), c) a timeline for completion, d) the “before” condition of the treatment area(s), e) management objectives, f) treatment methods including any new infrastructure, g) post-treatment maintenance, and h) best management practices, such as soil protection, appropriate tree spacing, special-status species protection, invasive species management, and snag retention. Any Vegetation Management Plan must be consistent with any then-current DISTRICT wildfire management policy, any District approved Management Plan or Master Plan, and the terms of this Easement. Any Vegetation Management Plan may include the following treatment methods:

i. Limited brush removal and mowing, or other methods of similar nature and intensity;

ii. Limited grazing undertaken in accordance with sound, generally accepted conservation practices;

iii. Limited tree trimming and limited tree removal within a fuel break area or calming zone (as designated in the approved Vegetation Management Plan), and, if recommended by a fire protection agency having jurisdiction, vegetation removal within a fire break (as designated in the approved Vegetation Management Plan); and

iv. Prescriptive or cultural burning consistent with the standards and requirements of the local fire protection agency having jurisdiction.

c) Following any such vegetation management, GRANTOR shall promptly provide to DISTRICT a record of the “after” condition of the treatment areas, such as photographs and descriptions of the results of treatment.

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

**5.5.6 Native Tree Removal.** Harvesting, cutting, trimming, transplanting, or destruction of any native trees is prohibited, except as reasonably necessary (a) to control insects and disease; (b) to prevent personal injury and property damage; (c) for the purpose of fire management, in accordance with Section 5.5.4; and (d) for natural resource management as set forth in Section 5.5.5 of this Easement. Native trees removed pursuant to this Section 5.5.6 may be used onsite for

restoration projects, given away, exchanged for services, or sold. Following any such vegetation management, GRANTOR shall promptly provide to DISTRICT a record of the “after” condition of the treatment areas, such as photographs and descriptions of the results of treatment.

**5.5.7 Native Vegetation Removal.** Removal or destruction of any native non-tree vegetation is prohibited, except as reasonably necessary (a) within footprint of permitted structures and improvements; (b) to control insects and disease; (c) to prevent personal injury and property damage; (d) for the purpose of fire management, in accordance with Section 5.5.4; and (e) for natural resource preservation, restoration and enhancement, as set forth in Section 5.5.5.

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

**5.5.9 Non-Native Plants and Animals.**

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

Introduction. GRANTOR shall not establish or plant non-native plant and animal.

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

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

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

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

b) **Storage of Construction Materials.** GRANTOR may store construction and other work materials outdoors needed during construction of permitted structures and improvements on the Property while work is in

progress and for a period not to exceed thirty (30) days after completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of 180 days.

**5.6 Public Access Limitations.** GRANTOR and DISTRICT understand and agree that the Property will be a public open space preserve with trails in perpetuity. GRANTOR, however, may exclude the public from the Property on a temporary basis to the extent necessary for public health or safety or for preservation of the Conservation Values of the Property. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties to the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

**5.7 Easements.** GRANTOR may not grant new temporary or permanent easements, nor modify or amend existing easements, on the Property without prior written approval from DISTRICT. It is the duty of GRANTOR to prevent use of the Property by third parties that may result in the creation of prescriptive rights. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

#### **PART FOUR: PROCEDURES AND REMEDIES**

**6. Notice and Approval Procedures.** Some activities and uses addressed by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses addressed by this Easement require the prior written approval of DISTRICT. Such an approval reflects the DISTRICT's determination that the activity or use complies with the terms and restrictions established in this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use is prohibited on the Property. GRANTOR shall use the procedures set forth below, including the information required by Section 6.3, to provide notice to DISTRICT or to obtain DISTRICT's approval unless a use or activity is expressly addressed in and governed by an approved Management Plan.

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

**6.2 Uses/Activities Requiring Prior Approval from DISTRICT.** For any activity or use that requires prior approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") in writing at least forty-five (45) days prior to the intended commencement of such activity or use. DISTRICT shall have forty-five (45) days from the receipt of a complete request for approval to review the request and to approve, conditionally approve, disapprove, or notify GRANTOR of any objection thereto. In order to consider GRANTOR's request complete, DISTRICT may require that GRANTOR submit additional information and/or a Plan for such proposed activity or

use. Disapproval or objection, if any, shall be based on DISTRICT's determination that the proposed activity or use is inconsistent with the terms, conditions, or Conservation Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. If, in DISTRICT's judgment, the proposed activity or use would not be consistent with the terms, conditions, or Conservation Purpose of this Easement or the request is incomplete or contains material inaccuracies, DISTRICT's notice to GRANTOR shall inform GRANTOR of the reasons for DISTRICT's disapproval or objection. Only upon DISTRICT's express written approval may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

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

**6.4 DISTRICT's Failure to Respond.** Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action.

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

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



waived any provision of this Easement based on any allegation of an oral approval or understanding of an oral approval.

**6.7 Uses/Activities Not Expressly Addressed.** In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly permitted nor expressly prohibited in Section 5, GRANTOR shall seek DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in this Section 6.7. Any activity or use not expressly permitted in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 9.

**6.8 Review of Plans.** Any Plan, along with updates and amendments (collectively for purposes of this section, "Plan"), requires review and approval by DISTRICT in accordance with this Section 6.8 and shall be consistent with the terms and conditions of this Easement. The Plan shall have no effect and shall not govern activity on the Property until it has been approved by DISTRICT. DISTRICT may require periodic updates to any Plan as a condition of approval.

**6.8.1** Grantor shall not commence any activity or use for which this Easement requires a Plan, unless and until DISTRICT approves a Plan pursuant to Section 5.1.7 that describes and governs the activity or use and any associated structures and improvements. The review procedures of Section 6 shall apply except that DISTRICT shall have sixty (60) days to review a proposed Plan, not forty-five (45) days.

**6.8.2** Any Plan shall be sufficiently specific to enable DISTRICT to make a reasonable determination regarding whether the Plan is consistent with the terms and Conservation Purpose of this Easement. Any Plan shall identify best management practices to assure that management activities and associated development and uses are conducted in a manner that is consistent with this Easement. The Plan must identify, at a minimum, objectives, timelines, location, methods and approvals needed.

**6.8.3** Once a Plan is approved by DISTRICT, all uses and development covered by the Plan shall be implemented in a manner consistent with it. DISTRICT's approval of a Plan shall establish that all uses and development described therein are consistent with the terms, conditions, and Conservation Purpose of this Easement and thus permitted on the Property without further notice to or approval by DISTRICT as long as the Plan remains in effect, unless stated otherwise in the Plan. All such uses and activities shall at all times remain subject to the substantive limitations of Section 5. Any revisions to a Plan are subject to District approval.

**6.8.4** DISTRICT may require GRANTOR to revise or update the Plan, at GRANTOR's expense, to address changed conditions on the Property. In the event of such a request by DISTRICT, GRANTOR shall submit proposed revisions to the Plan to DISTRICT within one hundred twenty (120) days of DISTRICT's request.

Such revisions will be subject to the review and approval procedures set forth in Section 8.

## **7. Costs and Liabilities Related to the Property.**

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

### **7.2 Hazardous Materials.**

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

- a) The obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 *et seq.*) ("CERCLA");
- b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;
- c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property;
- d) Any control over GRANTOR's ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

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

If at any time after the Effective Date of this Easement there occurs a release, discharge, or other incident in, on, or about the Property of any substance now

or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, GRANTOR agrees to take all steps that are required of GRANTOR under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

**7.2.3 Definitions.** For the purposes of this Easement:

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

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

**8. Indemnification**

**8.1 GRANTOR’s Indemnity.** GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, invitees, successors, and assigns, from and against all damages, liabilities, claims, and expenses, including reasonable attorneys’ fees, arising from or in any way connected with (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the gross negligence or intentional misconduct of DISTRICT; (2) the obligations specified in Section 7; and (3) any approvals given under Section 6.

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

the terms of this Easement. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement.

## **10. Remedies for Breach.**

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

**10.1.2** DISTRICT's notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 12.

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

**10.1.4** DISTRICT's rights under this Section 9 shall apply equally in the event of either actual or threatened violations of the terms of this Easement.

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

violation, regardless of whether such benefit exceeds the cost incurred by GRANTEE or quantifiable harm to the Property as a result of the violation.

**10.1,6** All reasonable costs incurred by DISTRICT in enforcing this Easement against GRANTOR, shall be borne by GRANTOR; provided, however, that if GRANTOR ultimately prevails in a judicial enforcement action or arbitration proceeding brought by DISTRICT, then DISTRICT shall bear its own costs and pay for GRANTOR's reasonable costs and expenses of suit. Costs are defined for purposes of this section, and all other references to costs in this Easement, as including all reasonable costs necessitated by GRANTOR's violation of the terms of this Easement or request for approval or amendment. Costs include, without limitation, costs of restoration necessitated by violation of this Easement; costs and expenses of suit; reasonable professional fees of attorneys, consultants, witnesses, surveyors, and accountants; and expenses and compensation for DISTRICT staff time required to respond to a violation or request.

**10.2 No Waiver.** Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future. GRANTOR hereby waives any defense of laches, waiver, estoppel, or prescription.

**10.3 Remedies Nonexclusive.** The remedies set forth in this Section 9 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 *et seq.* or any other applicable local, state or federal law.

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

restoration of the Property and the Conservation Values. Nothing contained herein limits or precludes GRANTOR's or DISTRICT's rights to pursue any third party for damages to the Property's Conservation Values.

### **13. Extinguishment and Condemnation.**

**13.1 Extinguishment.** Subject to the requirements and limitations of California Public Resources Code section 5540, or any successor statute then in effect, if circumstances arise in the future that render the Conservation Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the compensation to which DISTRICT shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property after such termination or extinguishment of the Easement, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 11.3. All proceeds paid to DISTRICT shall be used by DISTRICT for the purpose of the preservation of agriculture and open space within Sonoma County. This Easement shall not be deemed terminated, extinguished, or otherwise affected until DISTRICT has received full payment for its interest.

**13.2 Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 11.3. GRANTOR shall not agree to an in-lieu purchase without prior written approval from DISTRICT.

**13.3 Property Interest and Fair Market Value.** This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 11.3 the Parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation in proportion to their interests in the condemned Property, as determined by one or more qualified appraisals performed by an independent appraiser jointly selected by GRANTOR and DISTRICT at the time of the termination, or as ordered by the court in the action recovering the proceeds. In the apportionment of the proceeds from any eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value attributable to improvements made on the Property after the date of this Easement, provided that such improvements were not made or funded by DISTRICT and further provided that such improvements do violate the terms of this Easement.

## PART FIVE: MISCELLANEOUS

### 14. Notices.

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

To GRANTOR: [GRANTOR'S ADDRESS]

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

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 12.1.

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

**14.2.3** When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 12.1 notice is effective one (1) business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the even the postmark is not shown or available, then one (1) business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

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

**14.3 Refused or Undeliverable Notices.** Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

**15. Amendment.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, shall not affect the Easement's perpetual duration, and shall be consistent with Public Resources Code section 5540 and any successor statute then in effect. The decision to amend this Easement is



at DISTRICT's sole and absolute discretion. Unless otherwise agreed to by DISTRICT, GRANTOR shall bear all costs related to DISTRICT's review of and response to GRANTOR's request for an amendment, including the cost to update the Baseline Report and any Management Plans to reflect the amendment. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

## **16. General Provisions.**

**16.1 Assignment of Rights and Obligations.** GRANTOR's rights and obligations under this Easement will be assigned to GRANTOR's successor-in-interest upon transfer of GRANTOR's interest in the Property to such successor, except that GRANTOR's liability for acts or omissions occurring prior to the transfer shall survive the transfer.

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

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

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

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

**16.6 Subsequent Deeds and Leases.** GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including a leasehold interest) is conveyed and

that GRANTOR will provide a copy of this Easement to any party acquiring an interest in the Property from GRANTOR. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least thirty (30) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 14.5 of this Easement, and the failure of GRANTOR to perform any act required by this Section 14.6 shall not impair the validity of this Easement or limit its enforceability in any way.

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

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

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

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

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

**16.12 No Forfeiture.** GRANTOR represents and warrants that nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any

respect. If a forfeiture or reversion does occur, GRANTOR shall return, with interest calculated in accordance with the rate established pursuant to the next sentence, all consideration paid by DISTRICT for the acquisition of this Easement. The interest rate applicable to the amount owed to DISTRICT pursuant to this paragraph shall be the greater of (a) 5% or (b) the percentage change in the Consumer Price Index for All Urban Consumers (base year 1982-1984 = 100) for San Francisco Oakland and San Jose published by the United States Department of Labor, Bureau of Labor Statistics from the date the Easement is recorded to the date of DISTRICT's demand for reimbursement pursuant to this paragraph.

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

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

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

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

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

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

By: \_\_\_\_\_ **DONOTSIGN** \_\_\_\_\_

**[NAME, CORPORATE OR PARTNERSHIP REPRESENTATION OF AUTHORITY TO SIGN]**

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE

DISTRICT

Camp Meeker Forest Open Space Preserve

By: \_\_\_\_\_ **DONOTSIGN** \_\_\_\_\_

**[NAME]**, President of the Board of Directors

ATTEST:

\_\_\_\_\_ **DONOTSIGN** \_\_\_\_\_

**[NAME]**, Deputy Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

Exhibit A: Legal Description

Exhibit B: Project Structure Map

**[IF APPLICABLE:** Exhibit C: Subordinate Liens]

Certificate of Acceptance

**[IF APPLICABLE:** Recreation Conservation Covenant]

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October 29, 2023

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**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Martin L. Hirsch  
Perry Johnson Anderson Miller &  
Moskowitz LLP  
438 First St, Fourth Floor  
Santa Rosa, CA 95401  
(707) 525-8800

**NO FEE**

This Document is being recorded  
for the benefit of Camp Meeker  
Recreation & Park District, a public  
entity, as per Gov't Code Section 6103

(Space above this line for Recorder's Use)

**EASEMENT AGREEMENT  
FOR ACCESS**

This Easement Agreement ("Agreement") is entered into on [DATE], by and between the Camp Meeker Recreation and Park District, a public entity formed under the Public Resources Code ("CMRPD"), and St. Dorothy's Rest Association, a California nonprofit corporation (hereinafter "SDRA"), and The Episcopal Bishop of California, a Corporation Sole ("Diocese"), throughout this Agreement collectively referred to as "Parties" and individually referred to as "Party" or "each Party."

**RECITALS**

**WHEREAS**, CMRPD is the owner of record of that certain parcel of real property (the "Servient Tenement") located in an unincorporated portion of Sonoma County, California, as further described in Exhibit A, attached and incorporated hereto by this reference;

**AND WHEREAS**, the Diocese is the owner of record of that certain parcel of real property (the "Dominant Tenement") located adjacent to the Servient Tenement in an unincorporated portion of Sonoma County, California, as further described in Exhibit B, attached and incorporated hereto by this reference;

**AND WHEREAS**, SDRA occupies, possesses, and operates the Dominant Tenement on behalf of the Diocese as an institution of the Diocese;

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AND WHEREAS, the Parties executed that certain Purchase and Sale Agreement dated \_\_\_\_\_ (the “Purchase Agreement”) for transfer of the Servient Tenement and contemplating this Agreement;

AND WHEREAS, the Parties enter into this Agreement for the Diocese and SDRA to receive an easement for the purposes described below in this Agreement, all in that portion of the Servient Tenement referred to in this Agreement as “Easement Area” and described in Exhibit C, attached and incorporated hereto by this reference;

NOW, THEREFORE, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. Grant of Easement. Subject to the terms and conditions of this Agreement, CMRPD grants a nonexclusive easement to SDRA and the Diocese, appurtenant to the Dominant Tenement, to use the Easement Area for the purposes set forth below (collectively, the “Easement Uses”):
  - a. Pedestrian and Vehicular Access. SDRA and the Diocese shall have an easement for pedestrian and vehicular access by St. Dorothy’s members, agents, licensees, invitees, and guests, to and from Willow Creek Road (“Access”) along the existing road or any improvement thereto across the northern part of the Property.
    - i. Restrictions on Pedestrian Access. Access may include the walking of dogs and other pets provided any such animals are on a leash and under the control of the owner or caretaker at all times.
    - ii. Restrictions on Vehicular Use. Vehicle access shall only be permitted for maintenance, repairs, and in emergency situations.
    - iii. Prohibited Items. No smoking, use, or consumption of any tobacco products, controlled substances or alcoholic beverages shall be permitted in the Easement Area. Other than by sworn on-duty peace officers, no firearms or other device designed to emit projectiles shall be used or permitted in the Easement Area.
    - iv. Violations. Any person (other than a CMRPD employee, agent, resident, invitee or guest) who violates these restrictions may be directed by CMRPD, SDRA, or the Diocese to leave the Easement Area immediately. CMRPD’s, SDRA’s, and the Diocese’s remedies hereunder are cumulative with any other remedy as provided by this Agreement and not exclusive

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of any other legal or equitable remedy otherwise available to CMRPD, the Diocese, or SDRA.

v. Access Gates. SDRA or the Diocese shall maintain access gates at the entrances from the Dominant Tenement to the Easement Area, which may be used for the purpose of blocking Access during an Easement Area Closure as set forth in Section 1.d below, provided that SDRA shall provide keys to CMRPD. Gates shall be designed to restrict vehicular access during non-emergencies. The gates shall allow for pedestrian access at all times and shall be safe for pedestrian use.

b. Signage. SDRA ~~may provide a sign on its own property~~ designating the Easement Area and describing the Access to the Servient Tenement. Such signage may also set forth some or all of the conditions the Parties have agreed to hereunder (and such other conditions as the Parties may mutually agree to in the future) including, but not limited to those prohibitions set forth in Sections 1a and 1b of this Agreement. Before SDRA posts signage, SDRA shall notify CMRPD of the proposed signage and obtain CMRPD's written consent to the proposed signage. Such consent shall not be unreasonably withheld. CMRPD and SDRA shall each bear one-half of the costs and expenses of purchasing and installing the signage.

c. No Warranties or Representations of Grantor. SDRA and the Diocese understand and agree that CMRPD makes no representations or warranties about any condition of the Easement Area or the suitability of the Easement Area;

d. Easement Area Closures. Either Party may close the Easement to public access for such limited durations and under such conditions as is reasonably required for public safety, including, without limitation, unsafe trail conditions, while construction, repair or restoration of the Easement or of the underlying Servient Estate is ongoing, or due to fire, or other public emergency. CMRPD may close the Easement to public access as stated above, with or without approval from SDRA. SDRA may only close the Easement to public access as stated above, with written approval from CMRPD, except in the case of an emergency. CMRPD may also designate hours of use by the public in the interest of public safety, which hours may be posted on signage within the Easement Area, but such designation shall not restrict the use of the Easement by SDRA or the Diocese. Such signage shall be installed and maintained according to paragraph 1.b.

Upon any planned closure by CMRPD, CMRPD shall promptly notify SDRA of the nature of the closure, the basis for such closure, and the anticipated duration of the closure. CMRPD may also post a notice at the trailhead that the Easement

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Area has been closed. Nothing herein shall be construed as creating a duty or obligation of CMRPD: (i) to close the Easement Area; or (ii) to inspect, investigate, advise or warn SDRA or the Diocese, the general public, or any other party of any unsafe conditions that may exist or that may occur in the Easement Area.

In advance of any non-emergency closure by SDRA, SDRA shall notify CMRPD of the nature of the closure, the basis for such closure, and the anticipated duration of the closure. Upon written approval by CMRPD, which approval may not be unreasonably withheld, SDRA may close the Easement to public access. post a notice at the trailhead that the Easement Area has been closed.

- e. Non-Exclusive Use. The Easement set forth in this instrument is non-exclusive. The owner of the Servient Estate shall have the right to occupy, possess, and otherwise use the Easement Area, including, without limitation, the parking of vehicles in the Easement Area provided that such uses do not unreasonably interfere with the Easement. As used in this Agreement, the term "Access" shall not be interpreted to govern or restrict access to any portion of the Servient Tenement, including any such portion subject to the Easement, by CMRPD and its officers, agents, licensees, or invitees. A person or entity who enters the Easement Area under this Easement Agreement shall not be deemed an invitee or licensee of CMRPD by virtue of such use, and such person or entity's rights to use the Easement Area shall be governed solely by this Easement Agreement and any later restrictions on access imposed by the Parties.
- f. Opening of Easement Area. The Parties agree that the initial opening of the Easement Area for the Access will occur on or before the date of this agreement, and until that time the Easement Area will remain closed to the Access.
- g. Parking. SDRA and the Diocese acknowledge and agree that there is no parking for the general public in the vicinity of or on the Easement Area, or inside the entrance to the Easement Area. Nothing in this Agreement shall be implied or construed as requiring CMRPD to provide any parking for the use of the Easement Area or creating any rights or interests of SDRA or the Diocese in any of the lands of CMRPD, including but not limited to the Servient Tenement for parking purposes; provided, however, the SDRA and the Diocese shall be entitled to park vehicles within the Easement Area temporarily as is reasonably necessary to manage, maintain, or repair the Easement.

Maintenance. In its sole and absolute discretion and at its own expense, the owner of the Dominant Tenement may elect to maintain, repair, inspect, or improve the Easement at any time, manner and frequency that suits the

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Dominant Tenement subject to any terms and conditions of any Conservation Easement filed subsequently to this Easement and subject to approval by the Ag+Open Space District of the County of Sonoma. Nothing herein shall require the Dominant Tenement to make any improvements or conduct any maintenance on the Easement from is present or subsequent condition.

2. Covenant to Run with the Land. The benefits and burdens of this Agreement will run with the land in accordance with California Civil Code §§1460–1471. Each covenant of either Party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other Party to this Agreement, which is described in this Agreement. The successive and respective owners of the Servient Tenement and the Dominant Tenement are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to CMRPD and the land owned by or granted to the Diocese and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. Immediately on its execution, this Agreement will be recorded in the Official Records of the County of Sonoma, State of California.
3. Term. This Agreement shall continue in full force and effect in perpetuity unless this Agreement is amended, modified, or terminated by an agreement executed, acknowledged and recorded by the parties to this Agreement.
4. No Public Dedications. Nothing in this Agreement is intended to be or shall be deemed or construed to be a gift or dedication of any portion of the Easement Area, or the Servient Tenement for any public use, except as is reasonably required to use the Easement for its intended purposes.
5. Indemnification. In consideration for the grant of easement set forth in this Agreement, the Parties agree to indemnify, defend, and hold harmless the other Parties and any of their respective employees, agents, trustees, affiliates, invitees, guests, predecessors, successors-in-interest, grantors, grantees, heirs, representatives, attorneys and assigns (for purposes of this Section 5, collectively referred to as the “Indemnatee”), against all liabilities, demands, claims, costs, losses, damages, recoveries, settlements, expenses (including interest, penalties, attorneys’ fees, accounting fees, and expert witness fees), taxes, tax liabilities and related penalties, and amounts paid in settlement that are actually and reasonably incurred in connection with any claims against Indemnatee, known or unknown, contingent or otherwise, directly or indirectly arising from or related to access or use of the Easement Area by the other Party. Indemnatee reserves the right, in Indemnatee's sole discretion, to control the defense of any such claims, including, without limitation, the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of such claims relevant to Indemnatee. In any event, the indemnifying Party shall promptly reimburse Indemnatee in full for all costs reasonably incurred by

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Indemnatee in investigating, preparing, or defending any action or proceeding, commenced or threatened, in connection with any of the foregoing matters, or incurred in settlement of any such action or proceeding (whether commenced or threatened). This section shall survive the execution of this Agreement. Indemnatee's rights and remedies hereunder are cumulative with any other remedy as provided by this Agreement and not exclusive of any other legal or equitable remedy otherwise available to the Indemnatee.

6. Insurance. Each Party shall maintain commercial general liability insurance covering the Easement Area and Easement Uses from a company and in form, amount and substance reasonably satisfactory to other Party (but in no event in an amount less than Two Million Dollars (\$2,000,000.00) per occurrence), naming the other Party (and its lenders and any other persons reasonably designated in writing by such party) as an additional insured, and requiring at least thirty (30) days written notice prior to any cancellation, material amendment, or reduction of such insurance coverage. Such insurance shall be primary and non-contributing with any other insurance policies maintained by the respective Parties. Each Party shall deliver to the other Party a certificate of insurance reasonably acceptable to said Party and evidencing such insurance coverage.
7. No Reliance. The Parties are not entering into this Agreement in reliance upon any express or implied representation, agreement, or understanding of any kind by any other Party, or any person representing (or purporting to represent) the other Party, or any other person or entity, except as expressly stated in this Agreement.
8. Warranty of Non-Assignment. Each of the Parties warrants that it has neither actually nor purportedly assigned or transferred to any person or entity not a Party to this Agreement all or any portion of any of the rights, claims, actions, causes of action, demands, liabilities, damages, attorneys' fees and costs of any kind or nature whatsoever, released pursuant to this Agreement. Each of the Parties agrees to indemnify and hold harmless each of the others from and against any claim, damage, liability or action arising from any such actual or purported assignment or transfer, including the payment of attorneys' fees and costs actually incurred, whether or not litigation is actually commenced.
9. Costs. Each Party shall bear all attorneys' fees and costs arising from that Party's own counsel incurred in the negotiation and drafting of this Agreement.
10. Attorneys' Fees. If either Party commences an action against the other to enforce any of the terms of this Agreement, or because of a breach by either Party of any of the terms thereof, the prevailing Party shall be entitled to payment of its reasonable attorneys' fees, expert witness fees, and costs.
11. Binding Effect and Modification. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns and agents of the Parties. This Agreement shall not be amended or modified except in writing signed by each of the Parties.

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12. California Law. This Agreement shall be deemed to have been made in the State of California, and the validity of this Agreement and its construction, interpretation, and enforcement, and the parties' rights hereunder shall be decided under, governed by, and construed in accordance with the laws of the State of California, excluding any applicable conflict of laws statutes.

13. Severability. If a court or an arbitrator of competent jurisdiction holds that any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

14. Representation by Counsel. Each Party warrants and represents that in executing this Agreement it has relied upon legal advice from the attorney of its or his or her choice or has had an opportunity to seek legal counsel and has willingly declined to do so; that the terms of this Agreement have been read and its consequences (including risks, complications and costs) have been completely explained to it by that attorney and that it fully understands the terms of this Agreement.

15. Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by each of the Parties for all purposes. This Agreement shall be deemed to have been drafted jointly by each of the Parties.

16. Negative Inference. No negative inference, presumption or interpretation shall be made by a court against the party who drafted this Agreement.

17. Voluntary Execution. Each Party acknowledges and warrants that its, his or her execution of this release is free and voluntary.

18. Authority. Each individual executing this Agreement represents that he or she is authorized to execute this Agreement on behalf of himself/herself and on behalf of the entity on whose behalf he/she executes the Agreement. Each of the parties signing represents and warrants that no other signature, other than as may appear herein, is required for this Agreement to be binding upon that party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth beside the signature of each.

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**Camp Meeker Recreation and Park District, a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary

**THE EPISCOPAL BISHOP OF CALIFORNIA, a corporation sole**

By: \_\_\_\_\_  
Name: Christopher J. Hayes  
Its: Attorney-in-Fact

**ST. DOROTHY'S REST ASSOCIATION, a California nonprofit corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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October 29, 2023

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**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Martin L. Hirsch  
Perry Johnson Anderson Miller &  
Moskowitz LLP  
438 First St, Fourth Floor  
Santa Rosa, CA 95401  
(707) 525-8800

**NO FEE**

This Document is being recorded  
for the benefit of Camp Meeker  
Recreation & Park District, a public  
entity, as per Gov't Code Section 6103

(Space above this line for Recorder's Use)

**EASEMENT AGREEMENT  
FORCAMPING**

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This Easement Agreement ("Agreement") is entered into on [DATE], by and between the Camp Meeker Recreation and Park District, a public entity formed under the Public Resources Code ("CMRPD"), and St. Dorothy's Rest Association, a California nonprofit corporation (hereinafter "SDRA"), and The Episcopal Bishop of California, a Corporation Sole ("Diocese"), throughout this Agreement collectively referred to as "Parties" and individually referred to as "Party" or "each Party."

**RECITALS**

**WHEREAS**, CMRPD is the owner of record of that certain parcel of real property (the "Servient Tenement") located in an unincorporated portion of Sonoma County, California, as further described in Exhibit A, attached and incorporated hereto by this reference;

**AND WHEREAS**, the Diocese is the owner of record of that certain parcel of real property (the "Dominant Tenement") located adjacent to the Servient Tenement in an unincorporated portion of Sonoma County, California, as further described in Exhibit B, attached and incorporated hereto by this reference;

**AND WHEREAS**, SDRA occupies, possesses, and operates the Dominant Tenement on behalf of the Diocese as an institution of the Diocese;

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AND WHEREAS, the Parties executed that certain Purchase and Sale Agreement dated \_\_\_\_\_ (the "Purchase Agreement") for transfer of the Servient Tenement and contemplating this Agreement;

AND WHEREAS, the Parties enter into this Agreement for the Diocese and SDRA to receive an easement for the purposes described below in this Agreement, all in that portion of the Servient Tenement referred to in this Agreement as "Easement Area" as described herein;

NOW, THEREFORE, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. Grant of Easement. Subject to the terms and conditions of this Agreement, CMRPD grants a non-exclusive easement to SDRA and the Diocese, appurtenant to the Dominant Tenement, to use the Easement Area for the purposes set forth below (collectively the "Easement Uses"):

a. Camping Access. SDRA and the Diocese shall have an easement for overnight camping on an annual basis during the period of June 1<sup>st</sup> through July 31<sup>st</sup> by St. Dorothy's members, agents, licensees, invitees, and guests, upon the area starting at 38 degrees, 25 minutes and 15 seconds north, 122 degrees, 58 minutes 11 seconds west 200 feet north 400 feet east 200 feet south and 400 feet west to the point ("Camping Area").

b. Restrictions on Camping.

- i. The camping Area shall not exceed 2-acres and delineated by signage or wildlife friendly fencing.
- ii. The developed surface is limited to 25% of the 2-acre Camping Area – developed surface includes the entire footprint of any permanent structure or hardscape, including tent or picnic table pads/platforms, campfire/cooking area pads, or stage/amphitheater.
- iii. Sound Amplification is restricted to daylight hours and to no more than a single one-hour block of time between sunset and sunrise; volume must remain sufficiently low to avoid disrupting wildlife and impacting the experience of other visitors; in no instance shall amplified sound exceed 85 decibels.
- iv. Artificial lighting is fixed artificial lighting (not personal flashlights or lanterns) must be designed/installed to minimize direct illumination of areas outside of the Camping Area to minimize impacts to wildlife.

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Deleted: in Exhibit C, attached and incorporated hereto by this reference

Deleted: <#>Hiking Access. SDRA and the Diocese shall have an easement for hiking by St. Dorothy's members, agents, licensees, invitees, and guests, to and from Willow Creek Road, that certain reservoir located upon the Servient Tenement, and the "Camping Area" as described in Exhibit C ("Hiking").

Restrictions on Hiking. Hiking may include the walking of dogs and other pets provided any such animals are on a leash and under the control of the owner or caretaker at all times.

Prohibited Items. No smoking, use, or consumption of any tobacco products, controlled substances or alcoholic beverages shall be permitted in the Easement Area. Other than by sworn on-duty peace officers, no firearms or other device designed to emit projectiles shall be used or permitted in the Easement Area.

Violations. Any person (other than a CMRPD employee, agent, resident, invitee or guest) who violates these restrictions may be directed by CMRPD, SDRA, or the Diocese to leave the Easement Area immediately. CMRPD's, SDRA's, and the Diocese's remedies hereunder are cumulative with any other remedy as provided by this Agreement and not exclusive of any other legal or equitable remedy otherwise available to CMRPD, the Diocese, or SDRA.

Access Gates. SDRA or the Diocese shall maintain access gates at the entrances from the Dominant Tenement to the Easement Area, which may be used for the purpose of blocking Access during an Easement Area Closure as set forth in Section 1.d below, provided that SDRA shall provide keys to CMRPD.

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- v. Internal combustion engine generators are restricted to placement within the designated Camping Area for use only during daylight hours and no more than a single one-hour block of time between sunset and sunrise; sound from the generator must not exceed 75 decibels.
- vi. Trash is to be removed from the Camping Area daily.
- vii. Solid waste is to be disposed of via a permitted septic/holding system or removed from the Camping Area daily.
- viii. Prohibited Items. No smoking, use, or consumption of any tobacco products, controlled substances or alcoholic beverages shall be permitted in the Easement Area. Other than by sworn on-duty peace officers, no firearms or other device designed to emit projectiles shall be used or permitted in the Easement Area. Campfires shall be permitted upon the Servient Tenement in designated areas and subject to all applicable ordinances.=

**Deleted:** Camping may include only those temporary overnight camping activities permitted by California and Sonoma County ordinances and regulations, including but not limited to: (1) any required use permits for such activities; and (2) the requisite ratio of camp counselors to children.¶

- ix. Violations. Any person who violates these restrictions may be directed by CMRPD, SDRA, or the Diocese to vacate the Easement Area immediately. CMRPD's, SDRA's, and the Diocese's remedies hereunder are cumulative with any other remedy as provided by this Agreement and not exclusive of any other legal or equitable remedy otherwise available to CMRPD, the Diocese, or SDRA.

**Deleted:** (other than a CMRPD employee, agent, resident, invitee or guest)

**Deleted:** SDRA, or the Diocese

- c. No Warranties or Representations of Grantor. SDRA and the Diocese understand and agree that CMRPD makes no representations or warranties about any condition of the Easement Area or the suitability of the Easement Area;
- d. Easement Area Closures. CMRPD may close the Easement to public access for such limited durations and under such conditions as is reasonably required for public safety, including without limitation, unsafe trail conditions, while construction, repair or restoration of the Easement or of the underlying Servient Estate is ongoing, or due to fire, or other public emergency. CMRPD may also designate hours of use by the public in the interest of public safety, which hours may be posted on signage within the Easement Area. , but such designation shall not restrict the use of the Easement by SDRA or the Diocese.

Upon any planned closure by CMRPD, SDRA shall be promptly notified of the nature of the closure, the basis for such closure, and the anticipated duration of the closure. CMRPD may also post a notice at the trailhead that the Easement Area has been closed. Nothing herein shall be construed as creating a duty or

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obligation of CMRPD: (i) to close the Easement Area; or (ii) to inspect, investigate, advise or warn SDRA or the Diocese, the general public, or any other party of any unsafe conditions that may exist or that may occur in the Easement Area.

e. Non-Exclusive Use. The Easement set forth in this instrument is non-exclusive. The owner of the Servient Estate shall have the right to occupy, possess, and otherwise use the Easement Area, including without limitation, the parking of vehicles in the Easement Area provided, that such uses do not unreasonably interfere with the Easement. This Agreement shall not be interpreted to govern or restrict access to any portion of the Servient Tenement, including any such portion subject to the Easement, by CMRPD and its officers, agents, licensees, or invitees. A person or entity who enters the Easement Area under this Easement Agreement shall not be deemed an invitee or licensee of CMRPD by virtue of such use, and such person or entity's rights to use the Easement Area shall be governed solely by this Easement Agreement and any later restrictions on access imposed by the Parties.

f. Parking. SDRA and the Diocese acknowledge and agree that there is no parking for the general public in the vicinity of or on the Easement Area, or inside the entrance to the Easement Area. Nothing in this Agreement shall be implied or construed as requiring CMRPD to provide any parking for the use of the Easement Area or creating any rights or interests of SDRA or the Diocese in any of the lands of CMRPD, including but not limited to the Servient Tenement for parking purposes; provided, however, the SDRA and the Diocese shall be entitled to park vehicles within the Easement Area temporarily as is reasonably necessary to manage, maintain, or repair the Easement.

g. Maintenance. In its sole and absolute discretion and at its own expense, the owner of the Dominant Tenement may elect to maintain, repair, inspect, or improve the Easement at any time, manner and frequency that suits the Dominant Tenement, so long as those improvements are limited to those items referred to in section 1.b.i-vii above. Nothing herein shall require the Dominant Tenement to make any improvements or conduct any maintenance on the Easement from is present or subsequent condition.

2. Covenant to Run with the Land. The benefits and burdens of this Agreement will run with the land in accordance with California Civil Code §§1460–1471. Each covenant of either Party to this Agreement to do or refrain from doing some act stated in this Agreement is expressly for the benefit of the land of the other Party to this Agreement, which is described in this Agreement. The successive and respective owners of the Servient Tenement and the Dominant Tenement are bound by this Agreement for the benefit of the other property. Each covenant runs with both the land owned by or granted to CMRPD and the land owned

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by or granted to the Diocese and will benefit or be binding on each successive owner, during his, her, or its ownership, of any portion of the land affected by this Agreement and on each person having any interest in it derived through any owner thereof. Immediately on its execution, this Agreement will be recorded in the Official Records of the County of Sonoma, State of California.

3. Term. This Agreement shall continue in full force and effect in perpetuity unless this Agreement is amended, modified, or terminated by an agreement executed, acknowledged and recorded by the parties to this Agreement.
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6. Insurance. Each Party shall maintain commercial general liability insurance covering the Easement Area and Easement Uses from a company and in form, amount and substance reasonably satisfactory to the other Party (but in no event in an amount less than Two Million Dollars (\$2,000,000) per occurrence), naming the other Party (and its lenders and any other persons reasonably designated in writing by such party) as an additional insured,

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and requiring at least thirty (30) days written notice prior to any cancellation, material amendment, or reduction of such insurance coverage. Such insurance shall be primary and non-contributing with any other insurance policies maintained by the respective Parties. Each Party shall deliver to the other Party a certificate of insurance reasonably acceptable to said Party and evidencing such insurance coverage.

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8. Warranty of Non-Assignment. Each of the Parties warrants that it has neither actually nor purportedly assigned or transferred to any person or entity not a Party to this Agreement all or any portion of any of the rights, claims, actions, causes of action, demands, liabilities, damages, attorneys' fees and costs of any kind or nature whatsoever, released pursuant to this Agreement. Each of the Parties agrees to indemnify and hold harmless each of the others from and against any claim, damage, liability or action arising from any such actual or purported assignment or transfer, including the payment of attorneys' fees and costs actually incurred, whether or not litigation is actually commenced.
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12. California Law. This Agreement shall be deemed to have been made in the State of California, and the validity of this Agreement and its construction, interpretation, and enforcement, and the parties' rights hereunder shall be decided under, governed by, and construed in accordance with the laws of the State of California, excluding any applicable conflict of laws statutes.

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[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth beside the signature of each.

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October 29, 2023

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**Camp Meeker Recreation and Park  
District, a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary

**THE EPISCOPAL BISHOP OF  
CALIFORNIA,  
a corporation sole**

By: \_\_\_\_\_  
Name: Christopher J. Hayes  
Its: Attorney-in-fact

**ST. DOROTHY'S REST ASSOCIATION,  
a California nonprofit corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



