

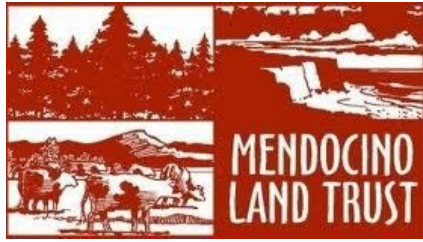
**R & R Ranch
Conservation Easement
Baseline Documentation Report**



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April 14, 2021



R & R Ranch
Conservation Easement

Baseline Documentation Report

R & R RANCH BASELINE DOCUMENTATION REPORT Baseline Documentation Distribution List		
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Baseline Summary

Property: R & R Ranch Conservation Easement

Address: 8675 Eastside Potter Valley Road, Potter Valley, CA

Acreage: 1,412 acres

Mendocino County Zoning: A-G 40, Agricultural District; R-L 160, Rangeland District

Structures: Historic 1870s home with attached garage, pumphouse, skinning shed, caretaker's home, white barn with concrete floor, white barn with earthen floor, historic barn, and bridge with concrete dam

Date easement executed: April 13, 2021

Recordation: The Conservation Easement Deed is recorded at the Mendocino County Clerk-Recorder in Book _____, Page _____

Assessor Parcel Numbers:

177-090-03, 177-090-04, 177-100-03, 177-100-07, 177-100-08, 177-160-01, 177-170-02, 177-270-01

Landowner: The Trust for Public Land

Contact Information:

The Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104
Attn: John Bernstein, Senior Project Manager
Tel: (415) 800-5281
john.bernstein@tpl.org

With copy to:
The Trust for Public Land
101 Montgomery Street, Suite 900
San Francisco, CA 94104
Attn: Gordon J. Okawa, Legal Counsel
Tel: (415) 800-5294
Gordon.okawa@tpl.org

Summary of Significance

The purpose of this conservation easement is to protect and preserve the natural and historic resources represented within R & R Ranch (Property). The protection of these resources is consistent with Mendocino Land Trust's (MLT) mission statement to "conserve important natural resources including working farmlands and forests, wildlife habitat, and open space in Mendocino County." The conservation values on the Property include Oregon white oak woodlands, valley oak woodlands, California black oak woodlands, Mewhinney Creek riparian corridor, open space, scenic vistas, agricultural land, historic structures, and wildlife habitat. The implementation of this conservation easement will prevent activities that would adversely impact the Conservation Values represented on the Property and support natural resource objectives recognized by both the State of California and Mendocino County, respectively.

This document, including photographs, exhibits, and attachments is an accurate representation of the property as of November 2020.

Introduction

This report documents the physical, biological and hydrological features, general condition, land use, and improvements of the Property, relative to the Deed of Conservation Easement conveyed to the Mendocino Land Trust.

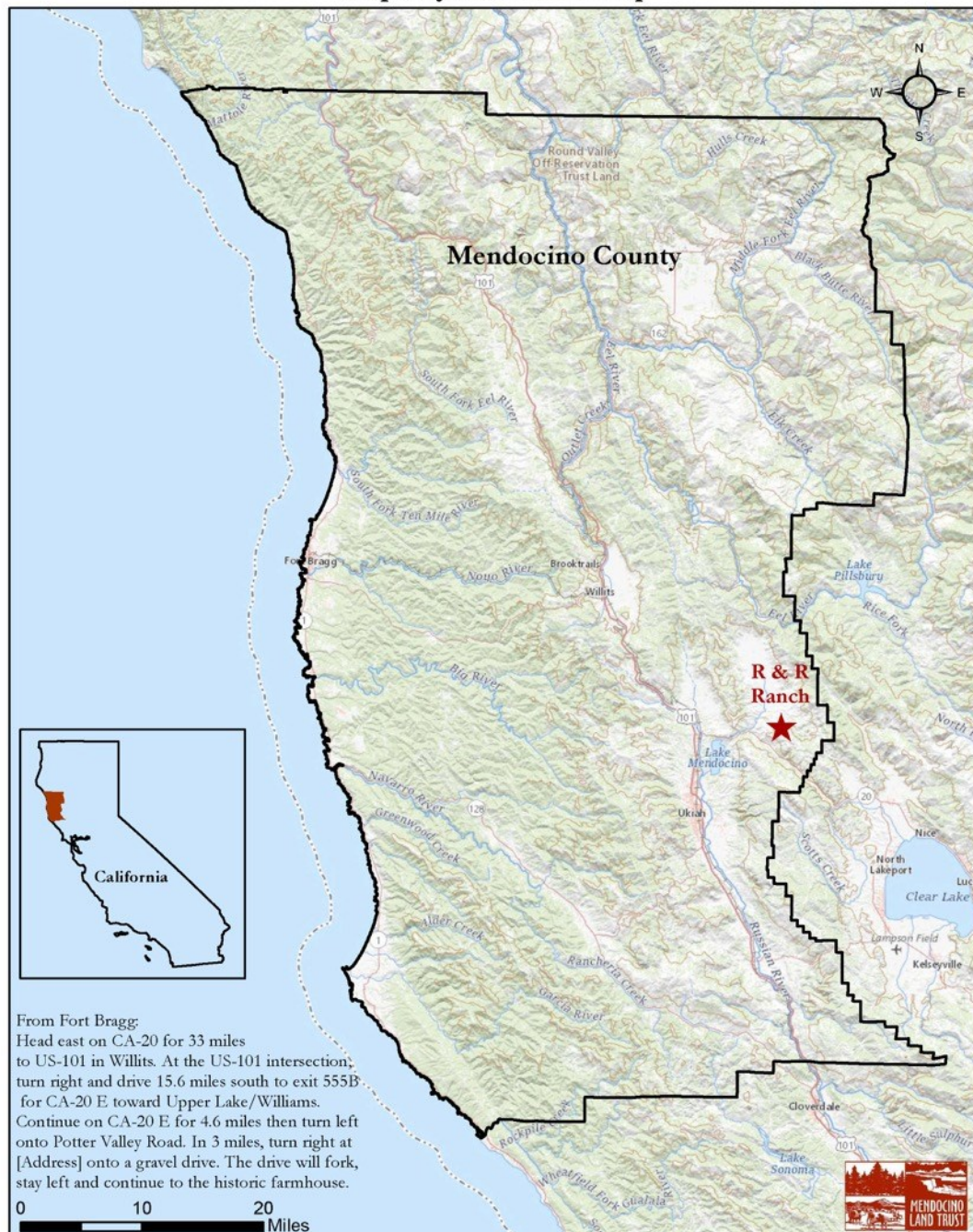
The Property is 1,412 acres in size and serves as a valuable habitat refuge for wildlife, contains an assemblage of several oak woodland vegetation alliances, and encompasses Mewhinney Creek, a tributary to the East Fork Russian River.

The R & R Ranch, also known as Rasche Ranch, was previously owned by Gary Rasche, a Santa Rosa native whose parents owned the local Coca Cola distributorship. Gary was an avid hunter who loved to host friends and spend time at the family's ranch in Potter Valley. Gary died on August 14, 2018 and left the estate to his heirs. The heirs donated the property to the Trust for Public Land (TPL) with the agreement that the Property would be conserved. The Trust for Public Land partnered with the Mendocino Land Trust (MLT) to hold the conservation easement over the Property. Trust for Public Land plans to sell the Property to a private buyer once the it is protected by a conservation easement.

This document will serve as a reference for monitoring inspections to ensure landowner compliance with the conservation easement. Information for this report was collected by MLT staff during site visits to the Property on October 11, 2020 and November 9, 2020. Additional research and reporting performed by MLT staff. Photographs documenting the condition of the

property at the time of donation were taken during site visits by MLT staff. All maps were prepared by MLT Conservation Project Manager, Nicolet Houtz, using data from Mendocino County, California Fish and Wildlife (CDFW), USDA Natural Resource Conservation Service, and ESRI.

**Exhibit 1:
R & R Ranch
Property Location Map**



Conservation Values

The overall purpose of this conservation easement is to protect the natural, ecological, scenic, agricultural, historic, and open space values found within the property. Generally, the “Conservation Values” include prime farmland, forestland, open space, wildlife habitat, a historic Victorian home, and scenic viewsheds.

More specifically, the Property contains a natural oak woodland largely comprised of Oregon White Oak vegetation alliance, but also includes California Black Oak alliance, Interior Mixed Hardwood alliance, and Lower Montane Mixed Chaparral alliance; 2.2 miles of Mewhinney Creek, a tributary to the East Fork of the Russian River; and valuable habitat to a herd of tule elk, as well as other wildlife species.

The Conservation Values of the Property, and the protection and restoration of such ecosystems, is recognized by the Mendocino County General Plan, the California Forest Practices Act (Pub. Res. Code Section 4511 et seq.), the Timberland Productivity Act of 1982 (Gov. Code Section 51100 et seq.), and the Conservation Easement Act (Civil Code Section 815 et seq.) as providing public benefit, including protection of values relating to fish and wildlife habitat, watershed, and aesthetic enjoyment.

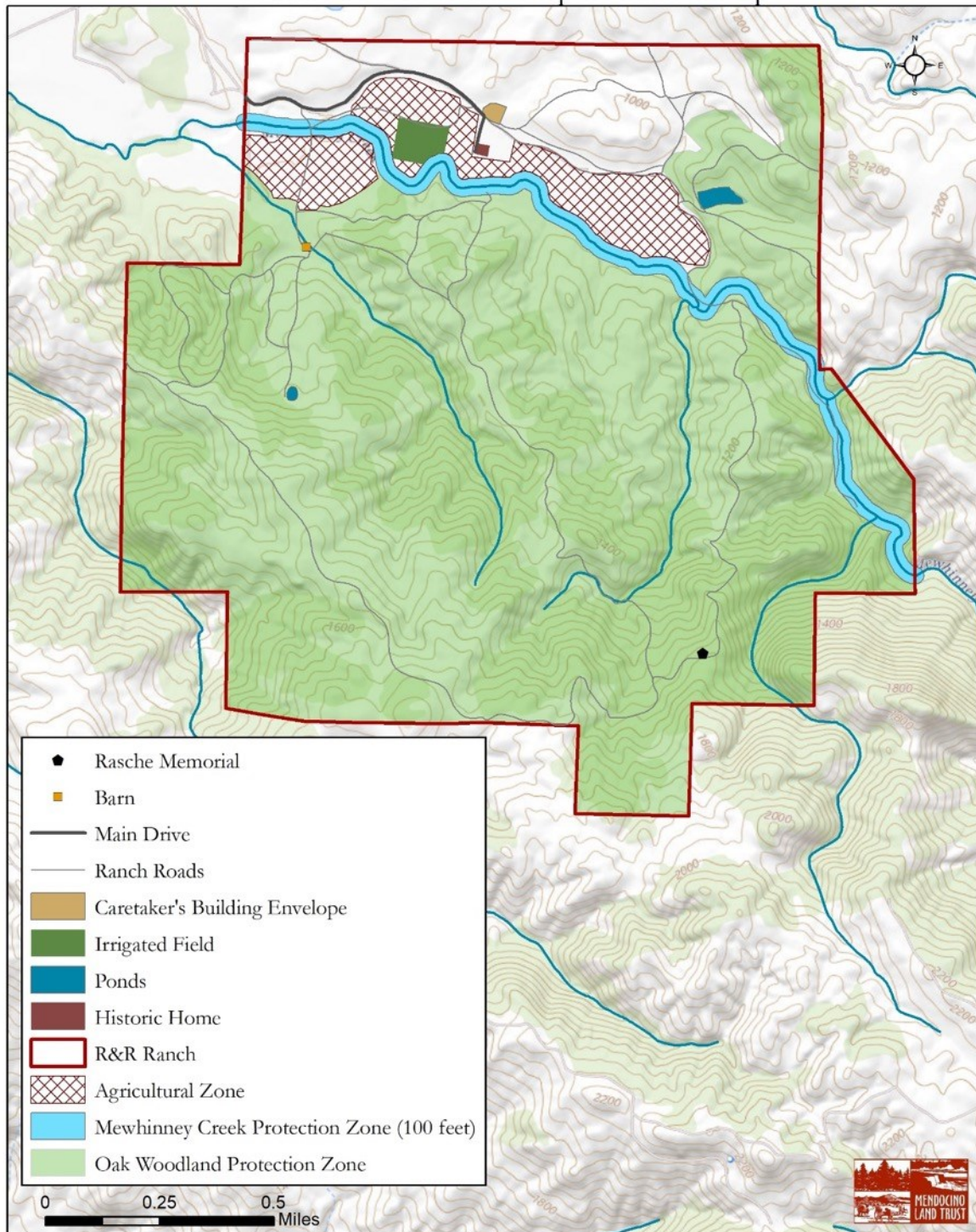
Physical Setting

The Property is located in eastern Mendocino County, south of Potter Valley. It extends from the flat, fertile valley surrounding Mewhinney Creek south into the hills, reaching an elevation of a little over 1,800 feet. The mountains of this region are part of the Interior Northern Coast Range which are separated from the Northern Coastal Range by a series of valleys. Potter Valley, a northwest trending valley, approximately eight miles long and two miles wide, is the northernmost valley in the Russian River watershed. The valley drains to the south through the East Fork of the Russian River. Mewhinney Creek joins the East Fork Russian River in the southeast part of Potter Valley. Average annual rainfall in Potter Valley is between 36 and 44 inches.

Wildlife and Hunting

R & R Ranch was a popular hunting retreat for the Rasche family, particularly Gary Rasche who was an avid big game hunter. Exhibit C, Section 2 of the Deed of Conservation Easement allows for hunting as a permitted use of the Property. All hunting must strictly adhere to California Department of Fish and Wildlife regulations. Generally, some of the game that may be present on the property include deer, bear, elk, wild pig, water fowl, upland game birds, and small game animals.

Exhibit 2:
R & R Ranch
Protection Zones and Improvements Map



Oak Woodlands and Vegetation

According to the US Forest Service's CALVEG ("Classification and Assessment with Landsat of Visible Ecological Groupings") program which classifies existing vegetation, approximately three quarters of the Property are identified as the Oregon white oak vegetation alliance (See Exhibit 4). A description of this alliance can be found in the *North Coast and Montane Ecological Province, CALVEG Zone 1* as follows:

“Oregon White Oak (*Quercus garryana*) is widely distributed from British Columbia to this zone, with outlying scattered populations further east and south to the Sierra Nevada Mountains and southern California. The tree form (*Q. g. var. garryana*) becomes a local canopy dominant in woodlands of the three sections of this zone across thirty-one subsections, becoming especially prominent in seven of them. Mapped elevations of this type are usually below about 5,800 feet (1,768 m). Often developing on poor, exposed or droughty soils in inland valleys, foothills or rocky ridges, the Oregon White Oak type also is found in poorly drained areas having occasional standing water or next to stream terraces. On better sites, it is usually outcompeted by species such as Douglas-fir (*Pseudotsuga menziesii*) and California Black Oak (*Q. kelloggii*), often becoming a minor element in mixed hardwood types. Other associated species include other conifers such as Ponderosa Pine (*Pinus ponderosa*), Gray Pine (*P. sabiniana*) and Western Juniper (*Juniperus occidentalis var. occidentalis*), various Oaks (*Quercus spp.*), Wedgeleaf Ceanothus (*Ceanothus cuneatus*), Chamise (*Adenostoma fasciculatum*), and especially in recently burned areas, Deerbrush (*Ceanothus integerrimus*). Open sites often have a grass understory.”

Mixed within the Oregon White Oak Alliance there are pockets of California Black Oak Alliance, Interior Mixed Hardwood Alliance, and Lower Montane Mixed Chaparral Alliance.

The R & R Ranch Conservation Easement protects approximately 1,035 acres of oak woodland by prohibiting the clearing and conversion of more than five acres within the Oak Woodland Protection Zone (see Exhibit 2) as addressed in the Deed of Conservation Easement, Exhibit D, Section 9. The landowner does retain the right to conduct forest management activities as outlined in Exhibit C, Section 6 of the Deed of Conservation Easement.

The open grasslands occupying the northern, lower elevation portion of the Property are classified as part of the Annual Grasses and Forbs Alliance as well as Agriculture in the open areas surrounding Mewhinney Creek.

Soil Description

The *Soil Survey for Mendocino County, Eastern Part and Southwestern Part of Trinity County, California* identifies nine different soils within the R&R Ranch property (See Exhibit 3). Of the nine, Feliz loam, located along Mewhinney Creek, is the only soil on the Property that is classified as Prime Farmland (if irrigated). The relatively flat, northern portion of the Property contains:

Feliz loam, 0 – 2 percent slopes
Maxwell clay, 0 – 9 percent slopes
Yokayo sandy loam, 8 – 15 percent slopes
Squawrock-Witherell complex, 15 – 50 percent slopes

The rest of the Property is comprised of slopes over 30 percent and contain the following soils:

Hopland-Sanhedrin-Kekawaka complex, 30 – 50 percent slopes
Maymen-Etsel-Snook complex, 30 – 75 percent slopes
Yorktree-Hopland-Woodin complex, 30 – 50 percent slopes
Yorktree-Yorkville loam, 30 – 50 percent slopes
Yorkville-Yorktree-Squawrock complex, 30 – 50 percent slopes

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Exhibit 3: R & R Ranch Soil Types Map

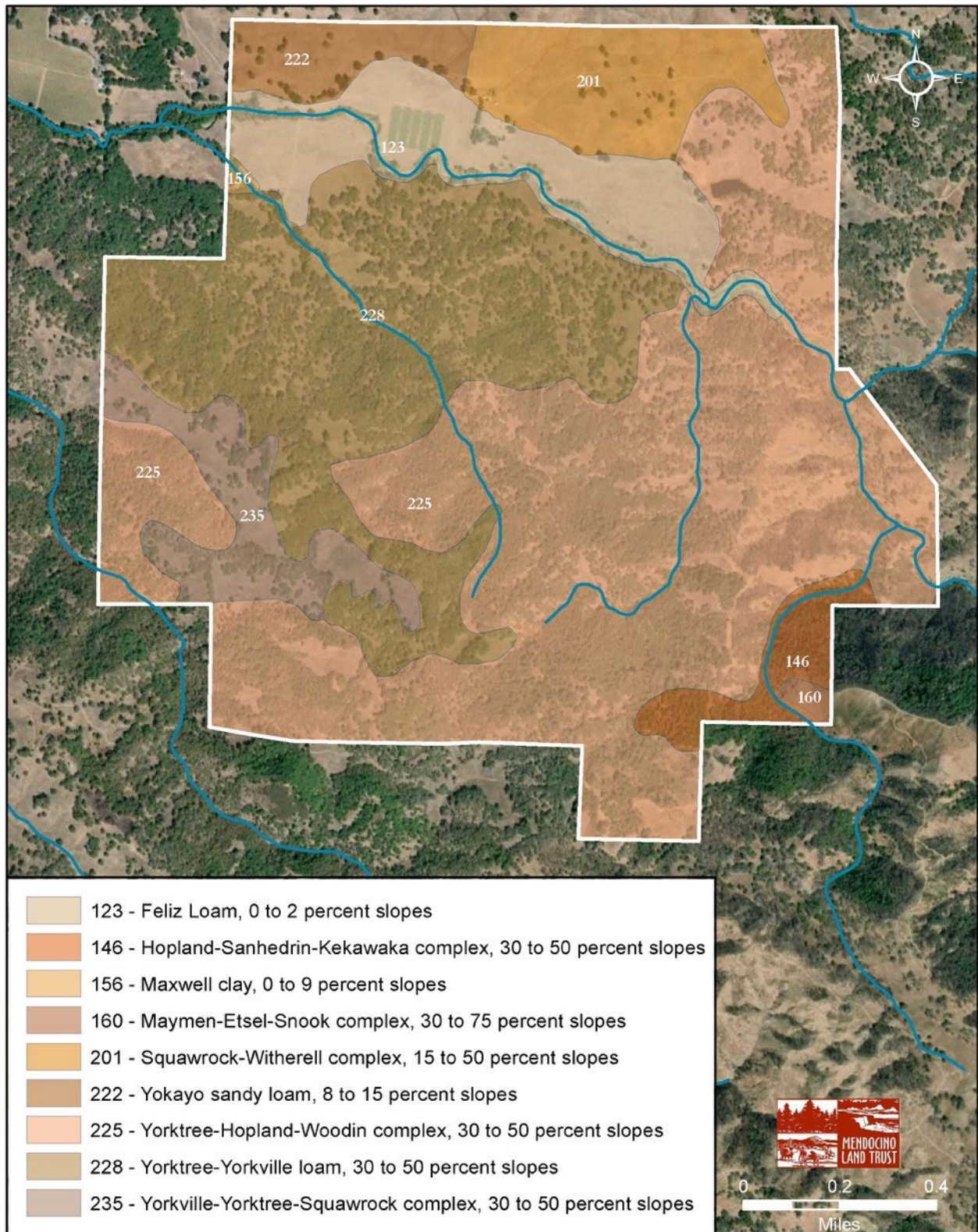
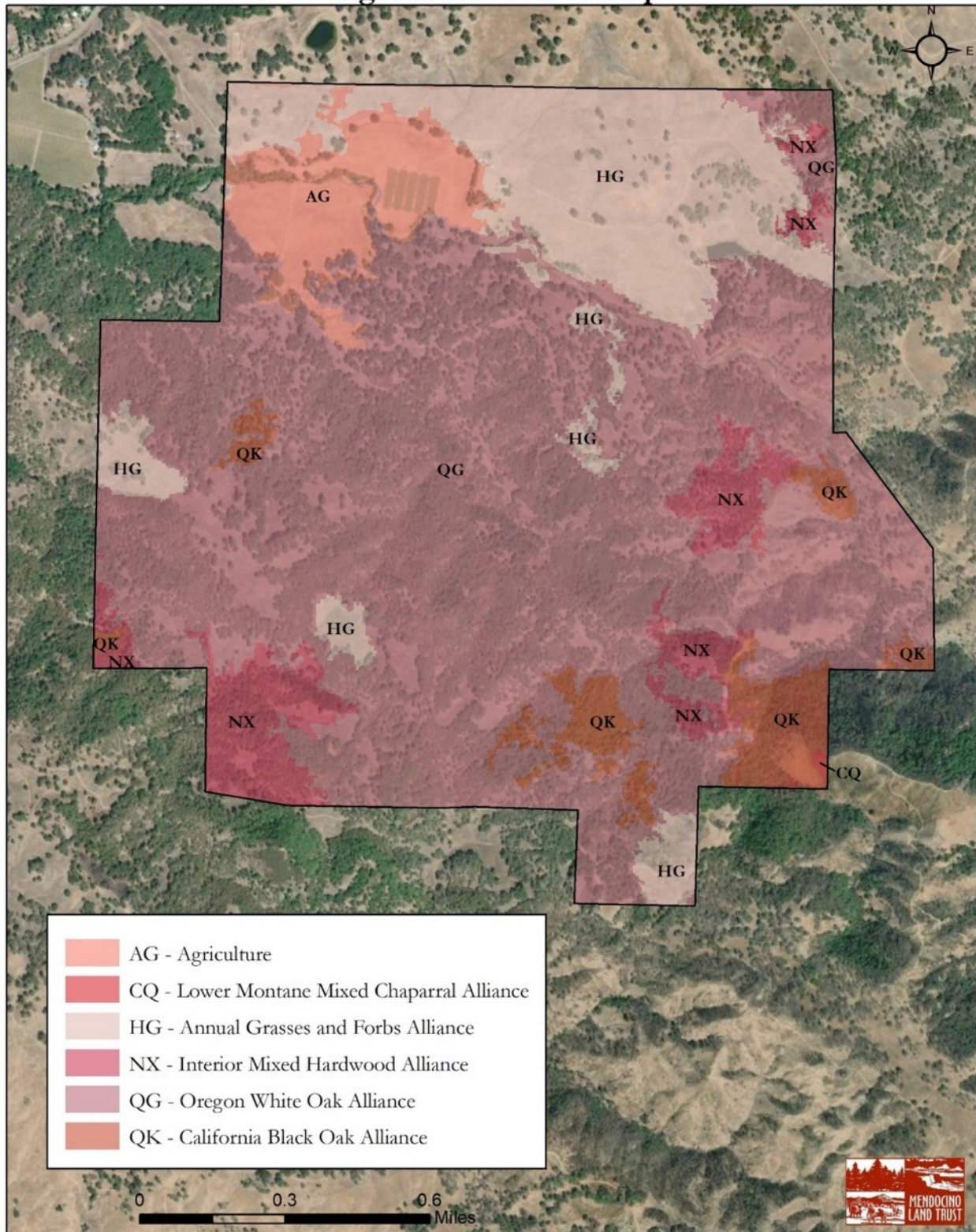


Exhibit 4:
R & R Ranch
Vegetation Alliance Map



Agriculture

Agricultural activities are permitted on the Property within the approximately 84-acre Agricultural Zone as shown in Exhibit 2. The commercial cultivation of grapes for wine or other alcoholic beverages is also permitted within the Agricultural Zone, but must be limited to less than 40 acres.

Improvements

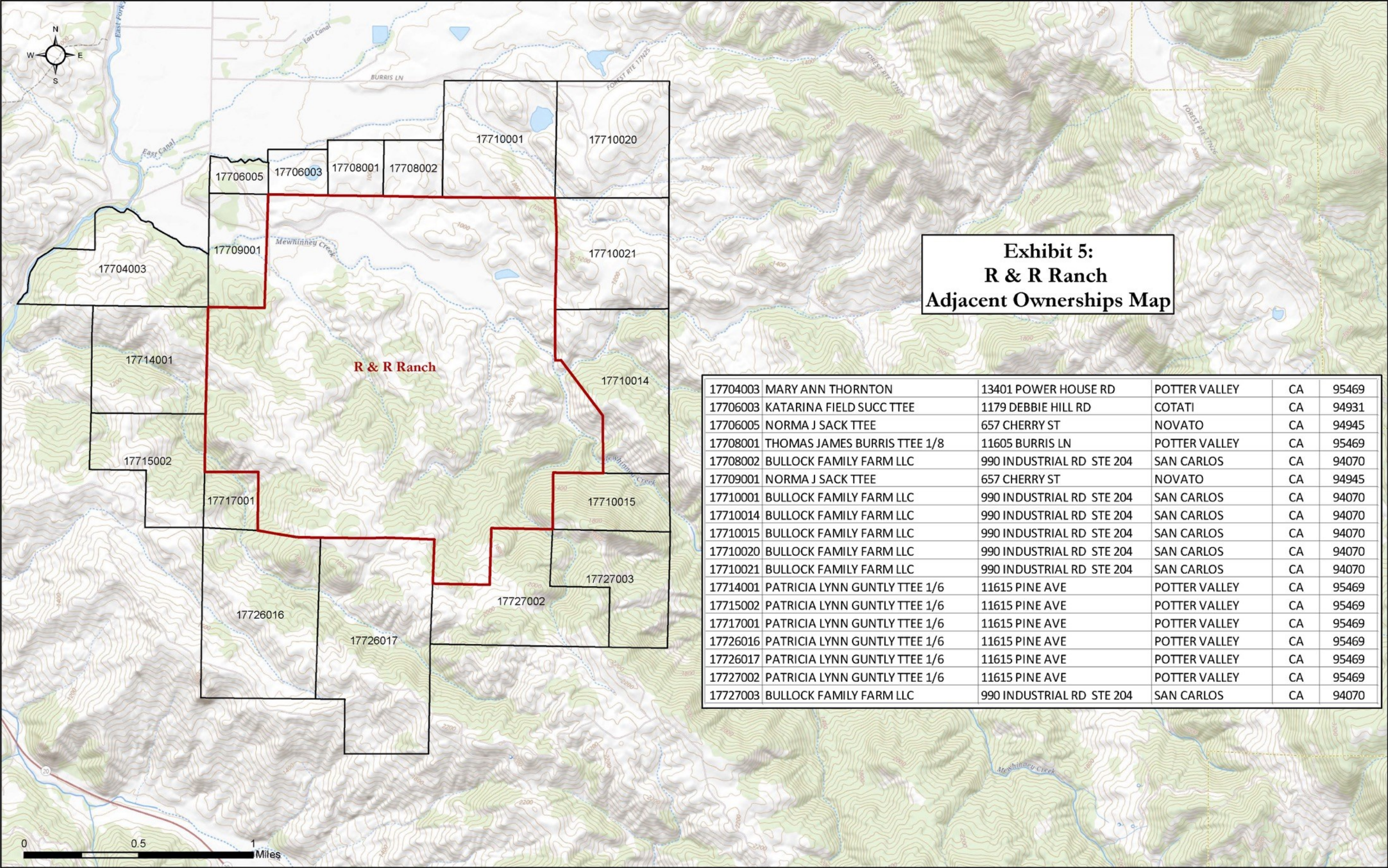
Improvements to the Property include roads, homes, barns, ponds, fencing, and a shooting range - see Exhibit 2 for the location of improvements on the Property. The main access road enters the Property from Potter Valley Road and leads to the caretaker's house and the historic Victorian house. The rest of the Property contains a web of ranch/ATV roads, some of the main ranch roads are outlined in Exhibit 2, though this Exhibit does not display every ranch road on the Property. The entire Property is fenced with several gates along the property boundary. The fencing varies, some sections have been recently installed and others are older and more dilapidated.

There are two residences on the Property. One is a historic Victorian home built in the 1870's (Photograph 8) and the other is the caretaker's residence (Photograph 21), a 1,200 square foot manufactured house with a foundation. Two white equipment barns are located next to the caretaker's home. The barn south of the caretaker residence has a concrete floor, and the barn east of the residence has an earthen floor. Both barns and the caretaker residence are located within the "Caretaker Building Envelope". Improvements around the historic Victorian home are mainly within the fence surrounding the building. East of the historic home is a pumphouse (Photograph 16) and a skinning shed (Photograph 17). There is an old wooden barn (Photographs 40 and 41) that is not currently in use and needs repair.

West of the historic Victorian home is an irrigated field. The water used to irrigate this field is pumped from Mewhinney Creek. The power box for the water pump is located near the bridge, south of the main road. Below the bridge is a flash dam and the water pump. There are two ponds on the Property. The caretaker reports that they were created for wildlife and for recreation. The water from the ponds is not being used for irrigation or agricultural purposes.

The shooting range includes a small shooting gallery and several targets (Photographs 66 and 67).

New development or other improvements to the Property are permitted only under Exhibit C, Section 4 of the Deed of Conservation Easement.



17704003	MARY ANN THORNTON	13401 POWER HOUSE RD	POTTER VALLEY	CA	95469
17706003	KATARINA FIELD SUCC TTEE	1179 DEBBIE HILL RD	COTATI	CA	94931
17706005	NORMA J SACK TTEE	657 CHERRY ST	NOVATO	CA	94945
17708001	THOMAS JAMES BURRIS TTEE 1/8	11605 BURRIS LN	POTTER VALLEY	CA	95469
17708002	BULLOCK FAMILY FARM LLC	990 INDUSTRIAL RD STE 204	SAN CARLOS	CA	94070
17709001	NORMA J SACK TTEE	657 CHERRY ST	NOVATO	CA	94945
17710001	BULLOCK FAMILY FARM LLC	990 INDUSTRIAL RD STE 204	SAN CARLOS	CA	94070
17710014	BULLOCK FAMILY FARM LLC	990 INDUSTRIAL RD STE 204	SAN CARLOS	CA	94070
17710015	BULLOCK FAMILY FARM LLC	990 INDUSTRIAL RD STE 204	SAN CARLOS	CA	94070
17710020	BULLOCK FAMILY FARM LLC	990 INDUSTRIAL RD STE 204	SAN CARLOS	CA	94070
17710021	BULLOCK FAMILY FARM LLC	990 INDUSTRIAL RD STE 204	SAN CARLOS	CA	94070
17714001	PATRICIA LYNN GUNTLY TTEE 1/6	11615 PINE AVE	POTTER VALLEY	CA	95469
17715002	PATRICIA LYNN GUNTLY TTEE 1/6	11615 PINE AVE	POTTER VALLEY	CA	95469
17717001	PATRICIA LYNN GUNTLY TTEE 1/6	11615 PINE AVE	POTTER VALLEY	CA	95469
17726016	PATRICIA LYNN GUNTLY TTEE 1/6	11615 PINE AVE	POTTER VALLEY	CA	95469
17726017	PATRICIA LYNN GUNTLY TTEE 1/6	11615 PINE AVE	POTTER VALLEY	CA	95469
17727002	PATRICIA LYNN GUNTLY TTEE 1/6	11615 PINE AVE	POTTER VALLEY	CA	95469
17727003	BULLOCK FAMILY FARM LLC	990 INDUSTRIAL RD STE 204	SAN CARLOS	CA	94070

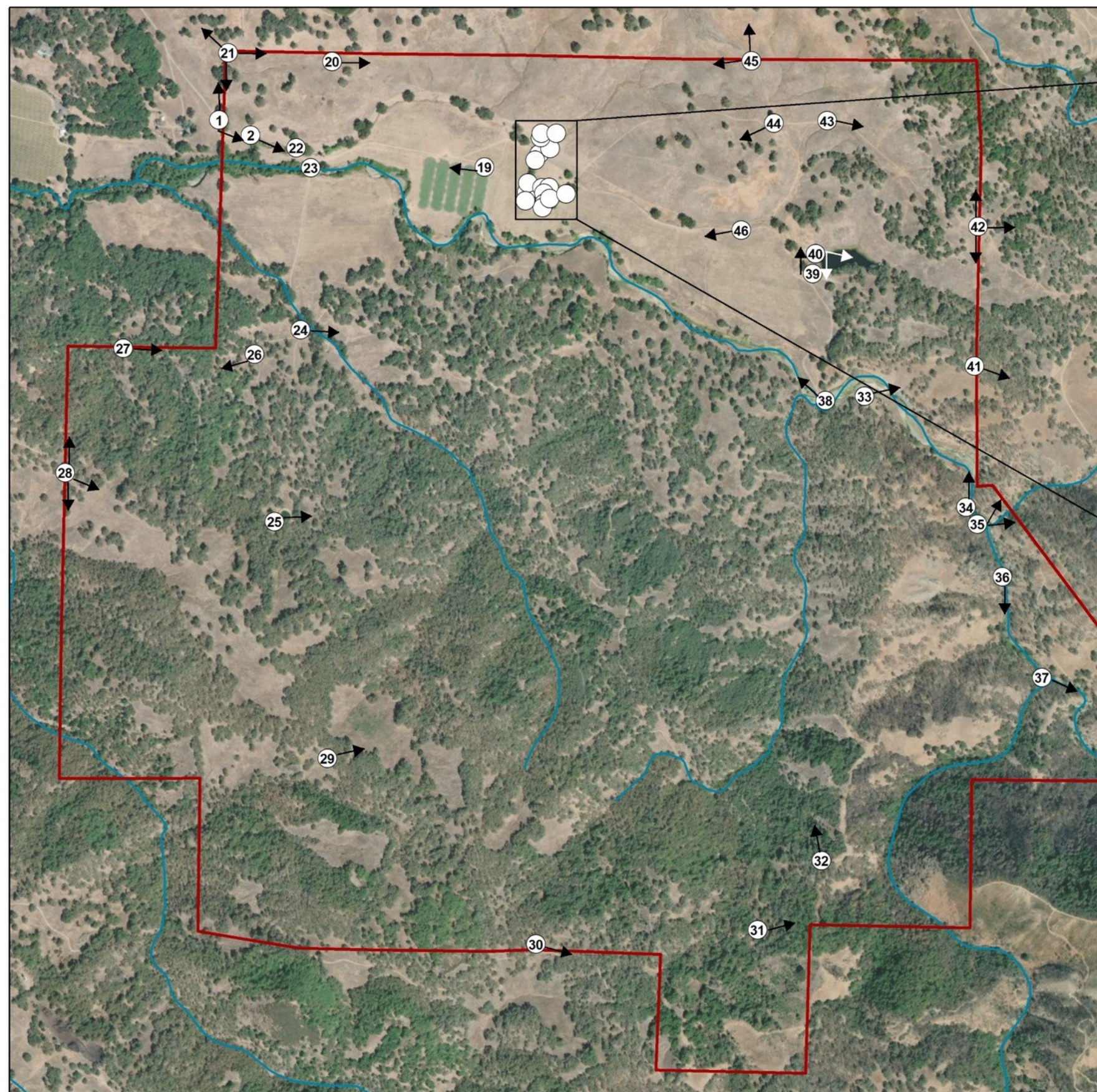


Exhibit 6 **R & R Ranch** **Photo Point Map**

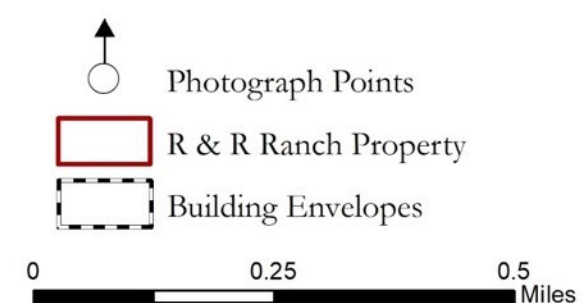


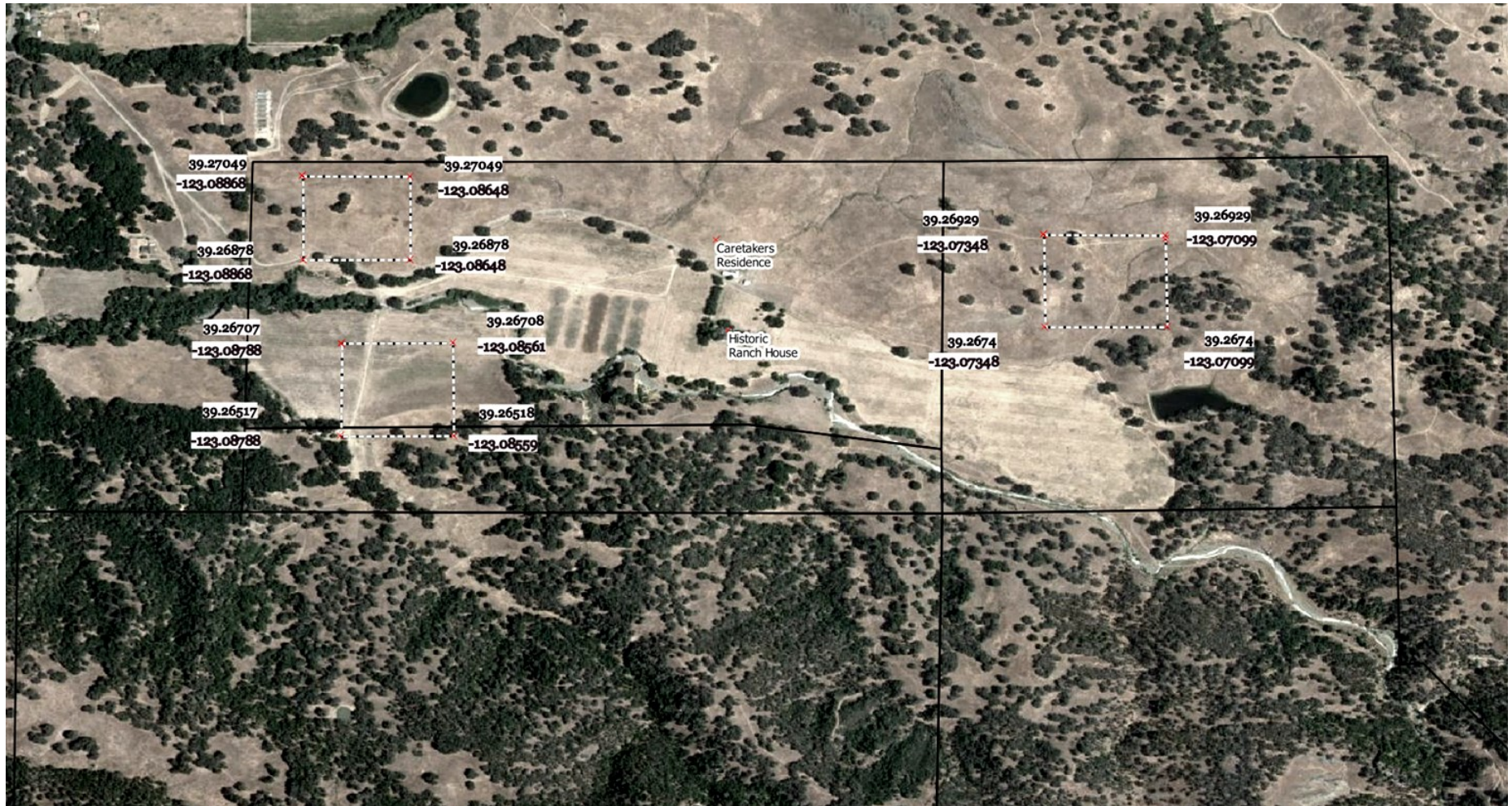
Exhibit 7: Caretaker Building Envelope Map



Exhibit 8: Historic House Building Envelope Map



Exhibit 9: New Building Envelopes



Record of Photographs

Photograph Number	Location Number	Description	Location Coordinates
1	1	Entrance and main road to R & R Ranch.	39.269 -123.09
2	1	Fence line and property boundary north of entrance and main road to R & R Ranch.	39.269 -123.09
3	2	Main gravel road leading to historic house and caretaker residence.	39.269 -123.089
4	3	Drive to historic house from main road.	39.268 -123.08
5	4	From historic house looking back down the drive toward main road.	39.267 -123.08
6	4	Old fire truck parked southwest of historic house.	39.267 -123.08
7	4	View west of historic house toward irrigated field.	39.267 -123.08
8	5	Front entrance to historic house.	39.267413 -123.080365
9	6	Walnut trees on north side of historic house.	39.267634 -123.080337
10	6	View of equipment shed and barn near caretaker residence.	39.267634 -123.080337
11	7	In the forefront is the pumphouse, and farther back, under the walnut trees in the skinning shed.	39.267525 -123.079895
12	8	Telephone pole and northeast corner of historic house and yard.	39.267539 -123.079685
13	9	Back (east) entrance to historic house.	39.267392 -123.079842
14	10	Southeast corner of historic house.	39.26715 -123.079824
15	11	Southeast corner and garage of historic house.	39.267041 -123.079876
16	12	Pumphouse.	39.267267 -123.079656
17	13	Skinning shed.	39.267383 -123.079154
18	14	White equipment barn with earthen floor.	39.268338 -123.080002
19	14	Drainage ditch to collect and divert water from barns and residence.	39.268338 -123.080002
20	15	Caretaker parking garage.	39.268471 -123.079661

21	15	Front of caretaker residence.	39.268471 -123.079661
22	16	Back (north) side of equipment barn.	39.268734 -123.07996
23	16	West side of caretaker residence.	39.268734 -123.07996
24	17	Back (north) side of caretaker residence	39.268844 -123.079944
25	18	East side of caretaker residence.	39.268842 -123.079482
26	19	Irrigated field.	39.26801 -123.081704
27	20	View of northern portion of property and fenceline.	39.271 -123.087
28	21	Northeast property corner.	39.2707 -123.089717
29	21	Northern property boundary from northeast corner.	39.2707 -123.089717
30	21	Western property boundary from northeast corner.	39.2707 -123.089717
31 and 32	22	Culvert and road over drainage that feeds into Mewhinney Creek.	39.268421 -123.087566
33	23	Farm equipment staging near Mewhinney Creek bridge.	39.26794 -123.087107
34	23	Power box for water pump to irrigate field.	39.26794 -123.087107
35	23	Bridge over Mewhinney Creek and flash board dam.	39.26794 -123.087107
36	23	Dry Mewhinney streambed upstream from bridge.	39.26794 -123.087107
37	23	Downstream of bridge showing water pump and pooled water.	39.26794 -123.087107
38	23	Mewhinney Creek downstream of bridge.	39.26794 -123.087107
39	23	Bridge over Mewhinney Creek looking south.	39.26794 -123.087107
40 and 41	24	Old barn.	39.26402 -123.08736
42	25	Pond to provide water for wildlife.	39.259371 -123.088104
43	26	Ranch road and oak trees.	39.264 -123.089
44	27	Ranch road and property boundary in western portion of the Property	39.264 -123.093
45	28	Meadow and oak woodland from western property	39.260518

		boundary.	-123.094668
46	28	Old gate looking north toward Potter Valley along western property boundary	39.260518 -123.094668
47	28	Western property boundary looking south.	39.260518 -123.094668
48	29	Oregon white oaks.	39.253662 -123.086367
49	30	Neighbor's drive just beyond southern property boundary.	39.249226 -123.079809
50	31	Soda spring and mineral deposits	39.249634 -123.072919
51	32	Memorial to former owner, Gary Rasche, and view north into Potter Valley.	39.251329 -123.070962
52	33	Gravel bed of Mewhinney Creek.	39.263 -123.07
53	34	Mewhinney Creek in eastern part of property.	39.26 -123.067
54	35	Open gate for emergency fire escape near property boundary with neighbor's road in background.	39.259512 -123.06623
55	35	Open gate near Mewhinney Creek in eastern part of property.	39.259512 -123.06623
56	36	Fence line along Mewhinney Creek, eastern part of property.	39.258 -123.065
57	37	Open gate in fence line for emergency fire escape.	39.25582 -123.064166
58	38	Dry Mewhinney Creek bed.	39.262 -123.071
59	39	Spillway for large pond.	39.266 -123.071
60	40	Road across dam impounding pond.	39.266 -123.071
61	40	Larger of the two ponds. Used primarily to provide water for wildlife and also for recreation.	39.266 -123.071
62	41	Gate at eastern property boundary.	39.263334 -123.066386
63	42	Opening in fence line along eastern property boundary.	39.266713 -123.066316
64	42	View south along eastern property boundary.	39.266713 -123.066316
65	42	View north along eastern property boundary.	39.266713 -123.066316
66	43	Shooting range.	39.269225 -123.071058
67	44	Shooting gallery.	39.269154 -123.072713

68	45	Gate along northern property boundary.	39.270658 -123.073436
69	45	View west along northern property boundary.	39.270658 -123.073436
70	46	Hay meadow.	39.266552 -123.073688

Property Photographs

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Photo 1, Location 1: Entrance and main road to R & R Ranch.



Photo 2, Location 1: Fence line and property boundary north of entrance and main road to R & R Ranch.



Photo 3, Location 2: Main gravel road leading to historic house and caretaker residence.



Photo 4, Location 3: Drive to historic house from main road.



Photo 5, Location 4: From historic house looking back down the drive toward main road.



Photo 6, Location 4: Old fire truck parked southwest of historic house.



Photo 7, Location 4: View west of historic house toward irrigated field.



Photo 8, Location 5: Main Façade and front entrance to historic house.



Photo 9, Location 6: Walnut trees on north side of historic house.



Photo 10, Location 6: View of equipment shed and barn near caretaker residence.



Photo 11, Location 7: In the forefront is the pumphouse, and farther back, under the walnut trees in the skinning shed.



Photo 12, Location 8: Telephone pole and northeast corner of historic house and yard.



Photo 13, Location 9: Back (east) entrance to historic house.



Photo 14, Location 10: Southeast corner of historic house.



Photo 15, Location 11: Southeast corner and garage of historic house.



Photo 16, Location 12: Pumphouse



Photo 17, Location 13: Skinning shed.



Photo 18, Location 14: White equipment barn with earthen floor.



Photo 19, Location 14: Drainage ditch to collect and divert water from barns and residence.



Photo 20, Location 15: Caretaker parking garage.



Photo 21, Location 15: Front of caretaker residence.



Photo 22, Location 16: Back (north) side of equipment barn.



Photo 23, Location 16: West side of caretaker residence.



Photo 24, Location 17: Back (north) side of caretaker residence.



Photo 25, Location 18: East side of caretaker residence.



Photo 26, Location 19: Irrigated field.



Photo 27, Location 20: View of northern portion of property and fenceline.



Photo 28, Location 21: Northeast property corner.



Photo 29, Location 21: Northern property boundary from northeast corner.



Photo 30, Location 21: Western property boundary from northeast corner.



Photo 31 and Photo 32, Location 22: Culvert and road over drainage that feeds into Mewhinney Creek.



Photo 32, Location 23: Farm equipment staging near Mewhinney Creek bridge.



Photo 33, Location 23: Power box for water pump to irrigate field.



Photo 34, Location 23: Bridge over Mewhinney Creek and flash board dam.



Photo 35, Location 23: Dry Mewhinney streambed upstream from bridge.



Photo 36, Location 23: Downstream of bridge showing water pump and pooled water.



Photo 37, Location 23: Mewhinney Creek downstream of bridge.



Photo 38, Location 23: Bridge over Mewhinney Creek looking south.



Photo 39 and Photo 40, Location 24: Old barn.



Photo 41, Location 25: Pond to provide water for wildlife.



Photo 42, Location 26: Ranch road and oak trees.



Photo 43, Location 27: Ranch road and property boundary in western portion of the Property.



Photo 44, Location 28: Meadow and oak woodland from western property boundary.



Photo 45, Location 28: Old gate looking north toward Potter Valley along western property boundary.



Photo 46, Location 28: Western property boundary looking south.



Photo 47, Location 29: Oregon white oaks.



Photo 48, Location 30: Neighbor's drive just beyond southern property boundary.



Photo 49, Location 31: Soda spring and mineral deposits.



Photo 50, Location 32: Memorial to former owner, Gary Rasche, and view north into Potter Valley.



Photo 51, Location 33: Gravel bed of Mewhinney Creek.



Photo 52, Location 34: Mewhinney Creek in eastern part of property.



Photo 53, Location 35: Open gate for emergency fire escape near property boundary with neighbor's road in background.



Photo 54, Location 35: Open gate near Mewhinney Creek in eastern part of property.



Photo 55, Location 36: Fence line along Mewhinney Creek, eastern part of property.



Photo 56, Location 37: Open gate in fence line for emergency fire escape.



Photo 57, Location 38: Dry Mewhinney Creek bed.



Photo 58, Location 39: Spillway for large pond.



Photo 59, Location 40: Road across dam impounding pond.



Photo 60, Location 40: Larger of the two ponds. Used primarily to provide water for wildlife and also for recreation.



Photo 61, Location 41: Gate at eastern property boundary.



Photo 62, Location 42: Opening in fence line along eastern property boundary.



Photo 63, Location 42: View south along eastern property boundary.



Photo 64, Location 42: View north along eastern property boundary.



Photo 65, Location 43: Shooting range.



Photo 66, Location 44: Shooting gallery.



Photo 67, Location 45: Gate along northern property boundary.



Photo 68, Location 45: View west along northern property boundary.



Photo 69, Location 46: Hay meadow.

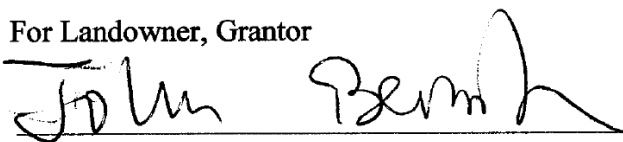
Acknowledgement of Condition

The following acknowledgements constitute a part of the Conservation Easement Baseline Documentation Report (Report) prepared in conjunction with a Deed of Conservation Easement for the R & R Ranch Conservation Easement located in Mendocino County, California (Property), between The Trust for Public Land (Landowner), and the Mendocino Land Trust (MLT), a Land Trust Alliance accredited non-profit. The purpose of this Report is to provide an accurate record of the physical features, current land use, and natural resources present on the conservation easement property at the time of transfer. The Mendocino Land Trust (Trust) is acquiring a perpetual conservation easement over the Property to preserve the following Conservation Values: Ecological, natural, cultural, historic, and open space values, as well as the protection of wildlife habitat and scenic viewsheds.

Property Condition Certification

I certify that I have read and independently reviewed each page of this Report and confirm that it is an accurate and current representation of the condition of the Property at the time of the execution of the Deed of Conservation Easement. I accept and acknowledge the entirety of this Report, as prepared by Nicolet Houtz of the Mendocino Land Trust, is intended to aid in the monitoring and enforcement of the Conservation Easement. The Report includes a table of contents, a natural resources and human-made structures inventory, maps, photographs, and appendices that were prepared in advance of the closing and date of execution of the Deed of Conservation Easement for the R & R Ranch Conservation Easement and I further certify the condition of the Property as depicted in this Report has not materially changed as of the date of this certification. This document, including the attached photographs, and other exhibits and attachments - referenced as the Baseline Documentation Report in the Recital Section, in the Deed of Conservation Easement - is an accurate representation of the Property as of **April 13, 2021**.

For Landowner, Grantor



John Bernstein, Senior Project Manager

4/15/2021
Date

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Alameda

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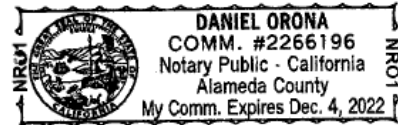
On 04/15, 2021, before me, Daniel Orna, Notary Public, personally appeared John Conrad Bernstein, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

(Seal)



Certification of Accuracy

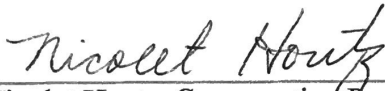
I certify that I am the principal preparer of the Report, having personally conducted field surveys and data collection on the R & R Ranch Conservation Easement on November 9, 2020 to visually inspect the Property to ensure conditions had not materially changed between the date(s) of the field surveys and data collection visit(s) and the final inspection of the Property within two weeks prior to the date of closing. I certify the contents of this Report provides an accurate and current representation of the Property at the time of the execution of the Deed of Conservation Easement. The entirety of this Report is intended to aid in the monitoring and enforcement of the Conservation Easement. This Report for the R & R Ranch Conservation Easement contains 95 pages, including a table of contents, a property description, human-made structures inventory, maps, photographs, and appendices. This Report was prepared as part of MLT's regular course of business of creating Baseline Documentation Reports.

I further certify that the site condition photographs in the Report: (a) are digitally archived with file photo names and location stored in a fireproof safe at MLT's office, located at 330 North Franklin, Fort Bragg, CA 95437. (b) fairly and accurately depict the Property as it appeared on November 9, 2020; and (c) illustrate and document the conservation values, natural resources, human-made structures and other relevant aspects of the Property.

In addition:

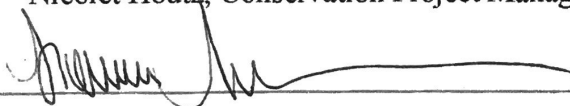
- i. The Report was created at or near the time the Conservation Easement was granted rather than in anticipation of litigation.
- ii. The Report was created by someone with direct knowledge of the subject matter of the Report or who was given the information by someone knowledgeable about the subject matter of the Report.
- iii. The Report was created in the course of MLT's regularly conducted business, and it is MLT's regular practice to create such report/records.

Preparer for Mendocino Land Trust, Inc., Grantee



Date: 4-20-21

Nicolet Houtz, Conservation Project Manager and Baseline Preparer



Date: 4/19/21

Lawrence Turner, Director of Conservation

Recorded at the request
of and when recorded return to:

The Mendocino Land Trust
330 N. Franklin St
Fort Bragg, CA 95437

Space above line for Recorder's use

Assessor's Parcel Numbers (APNs): 17710003, 17709004, 17716001, 17710007, 17709003, 17717002, 17710008, and 17727001

DEED OF CONSERVATION EASEMENT
[R+R Ranch]

THIS DEED OF CONSERVATION EASEMENT (the "Easement" or "Conservation Easement") is made this ____ day of ____, ("Effective Date"), by THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("Landowner"), in favor of the MENDOCINO LAND TRUST, a California nonprofit public benefit corporation ("Trust"). Landowner and Trust are the "Parties" to this Easement.

RECITALS

WHEREAS, Landowner is the owner in fee simple of certain real property, and the water rights appurtenant thereto, in Mendocino County, California, consisting of approximately 1412 acres in eight (8) County Assessor parcels, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The Property is identified and generally depicted on the Property Map attached hereto as Exhibit B and incorporated herein by this reference, and more particularly described in the Baseline Conditions Documentation Report (as defined below).

WHEREAS, the Property possesses natural, ecological, scenic, historic, and open-space values of great importance to Landowner, the people of Mendocino County and the people of the State of California (collectively, the "Conservation Values").

WHEREAS, Landowner and Trust recognize that the Conservation Values of the Property include its forestland, open space, wildlife habitat, and scenic viewsheds. Both Parties acknowledge that the grant of this Easement is in support and furtherance of the Conservation Values.

WHEREAS, the grant of this Conservation Easement will serve clearly delineated Federal, state and local governmental conservation policies as follows:

1. Goals and policies in the Mendocino County General Plan, adopted in August 2009:
 - (a) Goal RM-1 (Watersheds) Land uses, development patterns and practices that facilitate functional and healthy watershed ecosystems.
 - (b) Goal RM-4 (Ecosystems) Protection and enhancement of the county's natural ecosystems and valuable resources.
 - (c) Goal RM-5 (Ecosystems) Prevent fragmentation and loss of the county's oak woodlands, forests, and wildlands and preserve their economic and ecological values and benefits.
 - (d) Goal RM-7 (Biological Resources) Protection, enhancement and management of the biological resources of Mendocino County and the resources upon which they depend in a sustainable manner.
 - (e) Goal RM-11 (Forestry) To protect and enhance the county's diverse forest resources for all uses including timber harvest.
 - (f) Goal RM-14 (Visual Character) Protection of the visual quality of the county's natural and rural landscapes, scenic resources, and areas of significant natural beauty.
 - (g) Policy RM-1: Protect stream corridors and associated riparian habitat.
 - (h) Policy RM-24: Protect the county's natural landscapes by restricting conversion and fragmentation of timberlands, oak woodlands, stream corridors, farmlands, and other natural environments.
 - (i) Policy RM-25: Prevent fragmentation and loss of our oak woodlands, forests, and wildlands and preserve the economic and ecological values and benefits.
 - (j) Policy RM-26: Protect, use and manage the county's farmlands, forests, water, air, soils, energy, and other natural resources in an environmentally sound and sustainable manner.
 - (k) Policy RM-27: Conserve, restore and enhance natural resources, sensitive environments, and ecological integrity.
 - Action Item RM-27.1: Identify and maintain wildlife movement corridors to support biodiversity and healthy natural processes.
 - (l) Policy RM-32: Use conservation and open space easements, growth boundaries, tax incentives, and other tools to:
 - Protect, restore, and enhance significant resource values.
 - Reduce premature conversion of resource lands in and around community areas.
 - Provide linkages between natural resource areas
 - (m) Policy RM-79: Encourage farmers, land owners and property managers to protect sensitive environments, and minimize the effects of recreation, tourism, agriculture and development on these resources. Promote techniques and features such as:
 - Habitat contiguity,

- Wildlife corridors,
 - Maintaining compatibility with adjacent uses,
 - Maintaining habitat for sensitive plant and animal species.
 - Action Item RM-79.3: Promote conservation easements to protect wildlife habitat, wetlands and other sensitive environments.
- (n) Policy RM-89: Conserve and enhance watercourses to protect habitat, fisheries, soils, and water quality.
- (o) Policy RM-127: Support land trusts and similar organizations in identifying and protecting lands and corridors with significant resource, recreational or scenic values.
- Action Item RM-127.1: Continue to protect the scenic qualities of uplands and rural landscapes through measures such as Timberland Production and large lot zoning controls, clustering, the Williamson Act, the Forest Practices Act, and good management of public lands.
- (p) Policy RM-128: Protect the scenic values of the county's natural and rural landscapes, scenic resources, and areas of significant natural beauty.

WHEREAS, in particular, the Conservation Values of the Property include a natural oak woodland ecosystem, and the protection and restoration of such ecosystems is recognized by the Mendocino County General Plan, the California Forest Practices Act (Pub. Res. Code Section 4511 et seq.), the Timberland Productivity Act of 1982 (Gov. Code Section 51100 et seq.), and the Conservation Easement Act (Civil Code Section 815 et seq.) as providing public benefit, including protection of values relating to fish and wildlife habitat, watershed, and aesthetic enjoyment.

WHEREAS, the Conservation Values of the Property also include its important watershed values. The Property contains over 10,000 linear feet of Mewhinney Creek, a perennial tributary to the East Fork of the Russian River, which contains coastal steelhead (*Oncorhynchus mykiss*), a federally threatened species.

WHEREAS, the Parties agree that the habitat in riparian zones for resident and migratory biota is important to the ecological health of the Property. It is desired that riparian areas provide an ecological balance to commercial upslope land use on adjacent properties, to serve as a forest preserve, maintain cool stream temperatures, stabilize channel structure, improve the contribution of woody debris and forage for fish downstream, and provide a wildlife corridor.

WHEREAS, Landowner intends that the Conservation Values of the Property be preserved and maintained by restricting those land uses on the Property that may significantly diminish the Conservation Values.

WHEREAS, the specific Conservation Values of the Property are further documented in a Baseline Conditions Documentation Report (the "Baseline Report") of relevant features of the Property, which is incorporated herein by this reference. An index of the Baseline Report is attached hereto as Exhibit E. The original Baseline Report is on file at the offices of Trust and consists of descriptions, maps, and other documentation, which the Parties agree provide, collectively, an accurate representation of the Property at the time of this Easement and which is intended to serve as an objective, though not exclusive, information baseline for monitoring

compliance with the terms of this Easement. The Parties intend that the Baseline Report shall be used by Trust to monitor Landowner's future uses of the Property, the condition thereof, and practices thereon. The Parties further agree that, in the event a controversy arises with respect to the condition of the Property or a particular resource thereof, the Parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

WHEREAS, Landowner intends to convey to Trust the right to uphold the purpose and terms of this Easement in perpetuity.

WHEREAS, Trust is a publicly supported nonprofit organization, which is a qualified easement holder under California Civil Code Section 815.3 and Section 170(h) of the Internal Revenue Code of 1986, as amended ("Code"), and is an Accredited Land Trust under the standards of the Land Trust Alliance.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and further, pursuant to California Civil Code Section 815 et seq., Landowner does hereby grant and convey to Trust, and Trust accepts from Landowner, a conservation easement in gross forever in, on, over and across the Property, restricting forever the uses that may be made of the Property as hereinafter enumerated. Landowner hereby declares that the Property shall be held, transferred, sold, conveyed, given, leased, occupied, and used subject to all the restrictions, covenants, easements, equitable servitudes, and affirmative obligations set forth in this Easement.

1. PURPOSE AND GENERAL EFFECT OF EASEMENT

1.1 Purpose.

The purposes of this Easement for the Property (the "Conservation Purpose") are to: (i) protect working ranch land; (ii) prevent woodland conversion and fragmentation; (iii) minimize erosion and protect soil quality; (iv) maintain hydrologic quality and riparian function; (v) protect the historic resources on the Property, namely, the historic Ranch House constructed in or around 1870; (vi) permit and encourage activities on the Property that will allow and enhance commercially sustainable agriculture (viable, profitable, and sustainable) uses and activities (as presently defined in Civil Code section 3482.5(e)); and (vii) permit private and commercial hunting. No use or activity shall be permitted that would result in the material impairment of the Conservation Purpose.

To the extent that the preservation and protection of additional Conservation Values (such as specific single-species habitats) are consistent with the Conservation Purpose identified above, it is also the purpose of this Conservation Easement to protect those additional Conservation Values, and to such extent, no activity which will materially impair those additional Conservation Values shall be permitted.

The Parties agree that Landowner's retention of certain rights expressly specified in this Easement, including residential, agricultural, hunting, and recreational uses, is consistent with the Conservation Purpose, provided those rights are exercised in accordance with the terms of

this Easement.

1.2 Perpetual Restrictions. This Easement shall run with and burden title to the Property in perpetuity and shall bind Landowner and all future owners, tenants, and holders of interest in the Property and their successors, heirs and assigns in perpetuity.

2. RIGHTS CONVEYED

The rights conveyed to Trust by this Easement are the following:

2.1 Identification and Protection. To identify, together with Landowner, through monitoring, the evolving Conservation Values of the Property; to uphold and enforce the Conservation Purpose and other terms of this Easement; and to conserve and protect the Conservation Values, subject, however, to Landowner's reserved rights as herein provided and further subject to all third party rights of record in the Property existing at the time of conveyance of this Easement and not subordinated to this Easement.

2.2 Access. To enter upon the Property, at Trust's sole cost and expense and accompanied, in Trust's sole and absolute discretion, by Trust's employees, agents and/or consultants, to inspect the same and to monitor Landowner's compliance with the terms of this Easement. Except in cases where Trust determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, any such entry shall be upon at least five (5) business days' advance notice to Landowner and shall not in any case unreasonably interfere with Landowner's use and quiet enjoyment of the Property. In addition, Trust's monitoring visits shall be conducted consistent with the monitoring protocols set forth in Exhibit F, which is attached hereto and incorporated herein by this reference.

2.3 Injunction and Restoration. To enjoin any activity on, or use of, the Property that is prohibited or otherwise inconsistent with the Conservation Purpose and/or deleterious to the Conservation Values; to require the reasonable restoration of such areas or features of the Property as may be damaged by such inconsistent, unpermitted or deleterious activity or use; and to seek any legal or equitable remedy available under applicable law for a violation of the terms of this Easement.

2.4 Signage. Trust, at Trust's cost, has the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to Landowner, bearing information indicating that the Property is protected by Trust.

3. RESERVED RIGHTS AND PROHIBITED USES

3.1 Reserved Rights. Landowner reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are consistent with the terms of this Easement, including, but not limited to, the Conservation Purpose, and applicable law, and are not otherwise expressly prohibited herein. Without limiting the generality of the foregoing, those uses and practices described in Exhibit C, attached hereto and incorporated herein by this reference, are expressly or conditionally permitted, as the case may be, so long as they are carried out in a manner consistent with the terms of Exhibit C and

this Easement generally.

3.2 Prohibited Uses. The uses of the Property set forth in Exhibit D, attached hereto and incorporated herein by this reference, are prohibited on the Property except to the extent (if any) expressly or conditionally permitted pursuant to the terms of Exhibit C.

4. PRIOR NOTICE BY LANDOWNER AND APPROVAL OF TRUST

4.1 Landowner's Written Notice. No less than sixty (60) days prior to Landowner's intended commencement of any enterprise, use or activity that expressly requires Trust's approval or notice pursuant to the terms hereof or that may materially impair the Conservation Values, Landowner shall send Trust written notice of the intention to commence or undertake such enterprise, use or activity. Said notice shall inform Trust of all aspects of such proposed enterprise, use or activity, including, but not limited to, the nature, siting, size, capacity, and number of structures, improvements, facilities, or uses.

4.2 Trust's Address. Any notice that is desired or required to be sent to Trust shall be sent by registered or certified mail, return receipt requested, or by a private delivery service and shall be addressed to Trust at 330 North Franklin Street, Fort Bragg, California, 95437, or to such other address as Landowner from time to time may be informed of in writing by Trust.

4.3 Trust's Response. Trust shall have up to thirty (30) days from Trust's receipt of such notice, as indicated by the registered or certified return receipt, or indication of delivery by a private delivery service, to review the proposed enterprise, use or activity, and to notify Landowner of its approval thereof or any objection thereto. Trust will respond to Landowner's notice in a time-sensitive manner and shall not unreasonably withhold, delay or condition its approval. Any objection shall be based upon Trust's opinion that the proposed enterprise, use or activity is inconsistent with the Conservation Purpose or other terms of this Easement or is likely to materially impair the Conservation Values. In the event that Trust opts to retain an expert to assist in the review the proposed enterprise, use or activity, Trust may have an additional thirty (30) days for its review, so long as Trust notifies Landowner in writing of Trust's need for such extension within the original 30-day period mentioned above.

If, in Trust's judgment, conformity with the terms of this Easement is possible, Trust's response shall inform Landowner of the manner in which the proposed enterprise, use or activity can be modified to be consistent with the terms of this Easement. Except as provided in Section 4.7 below, for any enterprise, use or activity that expressly requires Trust's approval pursuant to the terms hereof, only upon Trust's express written approval may the proposed enterprise, use or activity be commenced and/or conducted, and only in the manner explicitly represented by Landowner and approved by Trust.

Trust may request reimbursement from Landowner for costs, including but not limited to, reasonable professional fees of attorneys, consultants, and Trust staff, incurred in servicing Landowner's requests for Trust's approval of uses permitted under this easement, including, but not limited to, amendment of the Easement, review of a forest management plan, identification of future quarry sites, construction of septic and other sanitary systems located outside the Building Envelopes (as defined in attached Exhibit C), and occasional inspection of the property beyond annual monitoring.

4.4 Landowner's Address. Any notice that is desired or required to be sent to Landowner shall be sent by registered or certified mail, return receipt requested, or by a private delivery service, and shall be addressed to Landowner at 101 Montgomery Street, Ninth Floor, San Francisco, California 94014, Attention Legal Department or to such other address as Trust from time to time may be informed of in writing by Landowner.

4.5 No Activity Pending Resolution. After Trust's response to Landowner's notice and pending the determination by Trust, which may include invocation of mediation or other dispute resolution, the use or activity may not be conducted until the matter is finally resolved.

4.6 Trust's Failure to Respond; Right to Proceed. For activities that require advance approval of Trust pursuant to the terms hereof, should Trust fail to post its response to Landowner's notice within the thirty (30)-day period provided in Section 4.3 above (as such period may be extended as provided in Section 4.3), Landowner shall send a second copy of the notice to Trust by registered or certified mail. Should Trust fail to respond to the second notice within ten (10) days of its receipt thereof, such request is deemed approved, Trust having no further right to object to the enterprise, use or activity identified by such notice, provided that Landowner conducts the action exactly as noticed.

4.7 Notice for Acts Beyond Landowner's Control. Landowner shall be under no liability or obligation for the failure to give notice with regard to any prudent action taken by Landowner under emergency conditions to prevent, abate or mitigate significant injury to the Property or to any person resulting from causes beyond Landowner's control, including, without limitation, government action, fire, flood, storm, and earth movement, encumbrances previously recorded in the Official Records of Mendocino County, or existing encumbrances that otherwise burden the Property, or from any other cause beyond the control of Landowner similar to those occurrences specified; provided, however, that Landowner shall provide notice to Trust of such emergency action as soon as reasonably feasible under the circumstances.

5. MEDIATION, REMEDIES, AND RESTORATION

5.1 Mediation. If a dispute arises between the Parties concerning the consistency of any existing or proposed use, enterprise or activity with the terms of this Easement, including, but not limited to, the Conservation Purpose, they may elect to enter into mediation. Should the Parties agree to enter into mediation, and Landowner agrees not to proceed with the use, enterprise or activity pending resolution of the dispute, the Parties shall select a single trained and impartial mediator within fifteen (15) days of said agreement to enter into mediation. If the Parties are unable to agree on the selection of a single mediator, then the Parties may jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

Purpose. The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the Parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this

Easement.

Participation. The mediator may meet with the Parties and their counsel jointly or ex parte. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the Parties with settlement authority will attend mediation sessions as requested by the mediator.

Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

Time Period. Neither party shall be obligated to continue the mediation process beyond a period of one hundred twenty (120) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute.

Costs. The cost of the mediator shall be borne equally by Landowner and Trust; the shall bear their own expenses, including attorneys' fees, individually.

5.2 Trust's Remedies. If Trust determines that Landowner, or a third party sanctioned by Landowner, is in violation of the terms of this Easement or that a violation is threatened, Trust shall give written notice to Landowner of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the terms of this Easement, including, but not limited to, the Conservation Purpose, to restore the portion of the Property so injured. If Landowner:

(a) fails to cure the violation within thirty (30) days after receipt of notice thereof from Trust;

(b) under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within thirty (30) days of the date mutually agreed upon by Landowner and Trust as the date when efforts to cure such violation can reasonably begin; or

(c) fails to continue diligently to cure such violation until finally cured, Trust may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by a temporary or permanent injunction, to recover any damages to which it may be entitled for the violation of the terms of this Easement, and/or to require the restoration of the Property to the condition that existed prior to any such injury. If Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, Trust may pursue its remedies under this section without waiting for the period provided for a cure to expire. Trust's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Landowner agrees that Trust's remedies at law for any violation of the terms of this Easement are inadequate and that Trust shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Trust may be entitled, including specific performance of the terms of this Easement, without the necessity

of proving either actual damages or the inadequacy of otherwise available legal remedies. Trust's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.3 Costs of Enforcement. The prevailing party in an action to interpret and/or enforce the terms of this Easement shall be entitled to an award of its reasonable costs and attorney fees.

5.4 Trust's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Trust, and any forbearance by Trust to exercise its rights under this Easement in the event of any breach of any provision of this Easement by Landowner shall not be deemed or construed to be a waiver by Trust of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Trust's rights under this Easement. No delay or omission by Trust in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.

5.5 Liability for Acts Beyond Landowner's Control. Nothing contained in this Easement shall be construed to entitle Trust to bring any action against Landowner for any injury to or change in the Property resulting from any cause beyond Landowner's control including, without limitation, government action, fire, flood, storm, and earth movement, encumbrances previously recorded in the Official Records of Mendocino County, or existing encumbrances that otherwise burden the Property, or from any prudent action taken by Landowner under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

5.6 Third-Party Violations. In the event any term of this Easement is violated by the act of a trespasser, Landowner shall provide notice to Trust of such trespass and shall consult with Trust as to whether Landowner, Trust, or both should take action in response to such trespass; what restoration actions may be necessary and appropriate to cure any injury to the Property resulting from the trespass; and how any damages recovered from the trespasser should be applied to the cost of undertaking any corrective action on the Property. In the event any term of this Easement is violated by the act of a trespasser, and Landowner has not undertaken, and has decided not to undertake, suit itself, Landowner agrees, at Trust's request, to assign Landowner's right of action to Trust, or to appoint Trust as its attorney-in-fact, for the purpose of pursuing an enforcement action against the trespasser. Any damages recovered from the trespasser shall first be applied to any expense reasonably incurred by Landowner and/or Trust in connection with undertaking any action against the trespasser and next applied to any cost incurred in undertaking corrective action on the Property, with the remainder divided between Landowner and Trust in proportion to the ratio set forth in Paragraph 9.2; provided, however, that Trust shall be entitled to all remaining damages after payment of costs and expenses of suit and, at Trust's election in its sole and absolute discretion, payment of any cost incurred in undertaking corrective action on the Property, if applicable, in the event that it alone pursues an enforcement action against the trespasser pursuant to the terms of this paragraph. The terms of this Paragraph 5.6 shall not be construed to supersede the provisions of Section 7 of this Easement.

6. COSTS AND TAXES

6.1 Costs, Legal Requirements and Liabilities. Landowner retains all responsibilities

and shall bear all costs and liabilities related to the ownership, operation, upkeep, and maintenance of the Property. Landowner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement and for undertaking any such activity or use in accordance with all applicable federal, state and local laws, regulations and requirements.

6.2 Taxes. Landowner shall pay or cause to be paid before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, "taxes"), including any such taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Trust with satisfactory evidence of payment upon request. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII, Section 8 of the California Constitution, and that this Easement qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 402.1 or successor statute.

7. ENVIRONMENTAL MATTERS/HOLD HARMLESS

7.1 Trust Not Operator. Notwithstanding any other provision herein to the contrary, this Easement shall not be construed such that it imposes on, creates in or gives Trust any obligation, right or ability to exercise physical or managerial control of the day-to-day operations of the Property or of Landowner's activities on the Property.

7.2 Environmental Matters

(a) Hazardous Substance. The term "Hazardous Substance" means (1) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to any federal, state or local laws regulations and ordinances, as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "PE toxicity" and (2) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal sources.

(b) Non-Responsibility. Trust shall have no responsibility whatsoever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of Landowner, the public, or any third parties from risks relating to conditions on the Property. Notwithstanding any other provision of this Easement to the contrary, the Parties do not intend and this Easement shall not be construed such that (1) it creates in Trust the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, as defined below, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code Section 9601 et seq.); or (2) it creates in Trust the obligations or liabilities of a person described in 42 United States Code Section 9607(a)(3); or (3) Trust has the right to investigate and remediate any hazardous substances associated with the Property; or (4) Trust has any control over

Landowner's ability to investigate and remediate any hazardous materials associated with the Property. Landowner represents, warrants and covenants to Trust that Landowner's use of the Property shall comply with all environmental laws. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous substances.

(c) Indemnification. Landowner agrees to indemnify, defend (with counsel selected by Trust) and hold Trust and its members, directors, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, including Trust, "Trust's Indemnified Parties") harmless from any claim, judgment, damage, penalty, fine, cost, liability (including sums paid in settlement of claims) or loss including attorney's fees, consultant fees and expert fees (consultants and experts to be selected by Trust), which arise during or after the term of this Easement from or in connection with the presence or suspected presence of any Hazardous Substance in the soil, groundwater, or soil vapor on or under the Property, unless the Hazardous Substance is present solely as a result of the negligence or willful misconduct of Trust's Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs occurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of any Hazardous Substance in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Substance is present solely as a result of the negligence or willful misconduct of Trust's Indemnified Parties. Without limiting the generality of the foregoing, the indemnification provided by this section shall also specifically cover costs incurred in connection with: (1) any Hazardous Substance present or suspected to be present in the soil, groundwater or soil vapor on or under the Property prior to the Effective Date of this Easement; or (2) any Hazardous Substance that migrates, flows, percolates, diffuses or in any way moves onto or under the Property after the Effective Date of this Easement; or (3) any Hazardous Substance present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property during or after the term of this Easement, by any person, corporation, partnership or entity other than Trust.

7.3 Hold Harmless.

(a) Landowner shall hold harmless, indemnify, and defend Trust's Indemnified Parties from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with or incident to (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, regardless of cause, except to the extent caused primarily by the negligence or willful misconduct of Trust's Indemnified Parties; (2) the obligations specified in Section 6 of this Easement; and (3) title defects (to the extent not covered by any title insurance held by Trust).

(b) Trust shall hold harmless, indemnify, and defend Landowner and its directors, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with or incident to 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 caused primarily by the negligence or willful misconduct of Trust's Indemnified Parties.

8. ASSIGNMENT OF EASEMENT

8.1 Assignment. This Easement shall be assignable, but Trust may not transfer or assign its interest in the Property created by this Easement except to a qualified organization within the meaning of Code Section 170 and Section 815.3 of the California Civil Code. Any such qualified organization must agree in writing to enforce in perpetuity the terms of this Easement, including, but not limited to, the Conservation Purpose.

Trust agrees that it will make a reasonable effort in the event of any assignment to suggest an assignee which is a qualified organization other than a governmental unit referred to in Section 170(c)(1) of the Code, which has conservation of open space as a substantial organizational purpose, and Trust agrees to give written notice to Landowner of an assignment at least sixty (60) days before the date of such assignment and shall consult with Landowner as to the transferee and shall give reasonable consideration to Landowner's views concerning potential qualified successors. Trust further represents to Landowner that its present intention is to assign its interest in this Easement only in connection with a dissolution of Trust.

8.2 Termination of Nonprofit Organization Easement Holder. If Trust ceases to exist, or is no longer authorized to hold conservation easements under Section 170(h)(3) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, or under California Civil Code section 815.3 (or any successor provision then applicable), then title to this Easement shall vest in the State of California on behalf of an agency that elects to accept title to this Easement. The vesting of the Easement in the State of California shall only occur upon acceptance of the Easement and compliance with any legal requirements related to acceptance. However, prior to that termination, another public agency or qualified non-profit organization may receive title to all or a portion of this Easement by recording the acceptance in writing. Any deed or other instrument of conveyance whereby this Easement is being acquired by another entity shall be recorded in the Public Records of Mendocino County.

9. EXTINGUISHMENT; TRUST'S ENTITLEMENT TO PROCEEDS

9.1 Extinguishment. If circumstances arise in the future which render the purpose of this Easement impossible or impractical to accomplish, this Easement may only be terminated or extinguished (as provided for in Treasury Regulations Section 1.170A-14(g)(6)(i)), whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Trust shall be entitled from any sale, exchange or involuntary conversion of all or any portion of the Property, subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by California law at the time, in accordance with Section 9.2. Trust shall use any such proceeds in a manner consistent with this Easement.

9.2 Compensation. This Easement constitutes a real property interest immediately

vested in Trust, which, for purposes of Sections 9.1 and 9.3, the Parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by this Easement (minus any increase in value after the Effective Date attributable to improvements permitted by this Easement) by the ratio of the value of this Easement at the time of this grant to the value of the Property, without deduction for the value of this Easement, at the time of this grant. The values at the time of this grant shall be those values established by Landowner's qualified appraisal (pursuant to Treasury Regulation Section 1.170A-13) for federal income or estate tax purposes. The ratio established by this Section 9.2 shall remain constant, and on a subsequent sale, exchange, or involuntary conversion of all or any portion of the Property, pursuant to the provisions of Sections 9.1 or 9.3 of this Easement, Trust shall be entitled to a portion of the proceeds equal to the amount of such proceeds (minus any portion attributable to improvements permitted by this Easement made after the Effective Date) multiplied by the ratio established by this Section 9.2.

9.3 Eminent Domain. Pursuant to California Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, only as provided in Code of Civil Procedure section 1240.055.

If all or a portion of the Property is taken in exercise of eminent domain by public, corporate or other authority, or through a purchase in lieu of eminent domain, so as to abrogate the restrictions imposed by this Easement, Landowner and Trust may join in appropriate actions to recover the full value of the Property (or portion thereof) taken and all incidental or direct damages resulting from such taking. Any such proceeds (including the value of the Property and any and all damages) resulting from such taking shall be divided between Landowner and Trust in proportion to their interests in the Property, or portion thereof, as established by Section 9.2. Any expenses incurred by Landowner or Trust in any such action shall be paid out of each party's respective share of the recovered proceeds. Landowner shall not agree to a purchase in lieu of eminent domain without the prior written approval of Trust, which approval may be granted or withheld by Trust, in its sole discretion.

10. MISCELLANEOUS PROVISIONS

10.1 Partial Invalidity. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

10.2 "Landowner " and "Trust." The terms "Landowner" and "Trust," as used herein and any pronouns used in place thereof, shall mean and include the above-named Landowner and their heirs, personal representatives, executors, successors in interest, and assigns, and the Mendocino Land Trust and its successors in perpetuity.

10.3 Titles. Section and paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.

10.4 Subsequent Transfers. Landowner agrees that reference to this Easement and

reference to its dates and places of recording in the Public Records of Mendocino County will be made in any subsequent deed or other legal instrument by which they convey any interest in the Property, including any leasehold interest.

10.5 Governing Law. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Easement, the laws of the State of California shall govern resolution of such dispute.

10.6 Debt Security. Landowner has the right to use the Property or any portion thereof as collateral to secure the repayment of debt, provided that the right of Trust to enforce the terms, restrictions and covenants created under this Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of date.

10.7 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Landowner and Trust are free to jointly amend this Easement; provided that (a) no amendment shall be allowed that will affect the qualification of this Easement or the status of Trust under any applicable laws, including sections 815 et. seq. of the California Civil Code, or section 170(h) of the Code; (b) any amendment shall be maintain or increase the protections included under the Conservation Purpose of this Easement and shall not affect its perpetual duration; (c) any request for amendment will be considered pursuant to Trust's policy regarding amending conservation easements, as it may exist from time-to-time; (d) the decision to amend this Easement is at Trust's sole and absolute discretion; (e) all costs related to Trust's review of Landowner's request for an amendment, including staff time, consultant's fees, and legal fees shall be borne by the Landowner, and shall be paid pursuant to Trust's policies at the time of the request; and (f) any amendment shall be in writing, shall refer to this Easement by reference to its recordation date, shall be signed by Landowner and Trust, and shall be recorded in the Official Records of Mendocino County, California. Furthermore, the provisions concerning valuation of this Easement, which are set forth in Article 9 above, may not be amended.

10.8 Conservation Intent. Notwithstanding any general rule of construction to the contrary, this Easement shall be liberally construed in favor of the grant to affect the Conservation Purpose of this Easement and the policy and purpose of California Civil Code Section 815 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid, and any ambiguities in this Easement shall be construed in a manner which best effectuates the Conservation Purpose of this Easement.

10.9 Entire Agreement. This instrument and all documents attached hereto or incorporated herein by reference, including without limitation the Baseline Report, sets forth the 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.

10.10 Joint and Several Obligations. The obligations imposed by this Easement upon Landowner shall be joint and several.

10.11 Successors. The covenants, terms, conditions, and restrictions of this Easement

shall be binding upon, and inure to the benefit of, the Parties hereto and their respective representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

10.12 Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon the transfer of the party's entire interest in this Conservation Easement or Property, except that rights, obligations, and liability relating to acts or omissions occurring prior to transfer shall survive transfer. In addition, a transferee shall assume the obligations of its predecessor arising prior to the transfer.

10.13 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

10.14 Counterparts. The Parties may execute this instrument in two or more counterparts, and each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

10.15 Significance of Recitals. The Recitals to this Easement are integral and operative provisions of this Easement.

10.16 Construction. In all matters of interpretation, whenever necessary to give effect to any clause of this Easement the neuter includes the masculine and feminine, the singular includes the plural, and the plural includes the singular.

10.17 Taxes. Trust makes no representation or warranty of the state or federal income tax effect of this transaction. Landowner is relying solely upon Landowner's own experts for this purpose.

10.18 Access to the Property. Nothing contained herein shall be construed as affording the public access to any portion of the Property subject to this Easement. This Easement shall not be construed to preclude Landowner's right to grant access to the Property to third parties, or to grant public access to any portion of the Property in the future, provided that such access is not expressly prohibited by this Easement, is allowed in a reasonable manner, and is consistent with the Conservation Purpose of this Easement.

10.19 Attorneys' Fees. Except as otherwise provided in this Easement, in the event that any party shall bring an action to enforce its rights under this Easement, or relating to the interpretation hereof, whether for declaratory, injunctive or other relief, the prevailing party in any such proceeding shall be entitled to recover from the other party reasonable attorneys' fees and all costs, expenses and disbursements that the prevailing party incurred in connection with such proceeding.

IN WITNESS WHEREOF, Landowner and Trust have hereunto set their hands as of the date first written above.

LANDOWNER:

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

By: Gordon J. Olson

Its: COUNSEL

Date: 4/13/2021

TRUST:

THE MENDOCINO LAND TRUST, a California nonprofit public benefit corporation

By: [Signature]

Its: Executive Director

Date: 4-12-2021

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF) §§

Mendocino

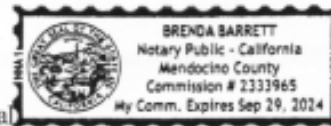
On Apr 12, 2021, before me, Brenda Barrett, Notary Public, personally appeared Conrad Kramer, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brenda Barrett
Notary Public

(Seal)



Pg 16 Deed of Conservation Easement

Acknowledgment

State of Utah)

§

County of Davis)

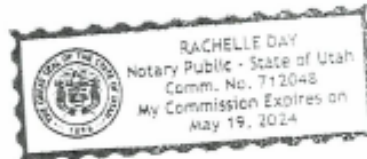
On this 13 day of April, in the year 2021, before me, Rachelle Day

a notary public, personally appeared Gordon Okun, proved on the basis of satisfactory name of document signer evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Rachelle Day (notary signature)

(seal)



LIST OF EXHIBITS

Exhibit A	Legal description of Property
Exhibit B	Property Map
Exhibit C	Permitted Uses and Practices
Exhibit D	Prohibited Uses and Practices
Exhibit E	Baseline Conditions Documentation Report Index
Exhibit F	Easement Monitoring Protocol

EXHIBIT A: LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

TRACT ONE:

The East half of the Southwest quarter and the Southeast quarter of Section 4, Township 16 North, Range 11 West, Mount Diablo Meridian.

EXCEPTING THEREFROM the following:

BEGINNING at the quarter section corner between Sections 3 and 4, Township 16 North, Range 11 West, Mount Diablo Meridian, and run thence South 31.50 chains to a stake marked No. 1; thence on the exterior boundaries of the land to be conveyed North 82 1/2° West 8.50 chains, crossing a creek to a post marked No. 2, from which a white oak tree 10 inches in diameter marked "No. 2 B. T." bears South 46° West 183 links distant; thence in a direct line to a point which is 10.00 chains North of the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 4; thence South 10.00 chains to said Southwest corner of the Southeast quarter of the Southwest quarter of Section 4, as the same is at present located; thence East along the South line of Section 4, Township 16 North, Range 11 West, Mount Diablo Meridian, 60.00 chains, more or less, to the Southeast corner thereof; thence North 8.50 chains, more or less, to the point of beginning.

APN: 177-090-04

TRACT TWO:

The East half, the Northwest quarter, the North half of Southwest quarter, and the Southeast quarter of Southwest quarter of Section 9; the Southwest quarter of Section 3, the Northwest quarter of Section 10; also that portion of the Southeast quarter of Southwest quarter and all that portion of the Southeast quarter of Section 4, described as follows: BEGINNING at the quarter section corner between Sections 3 and 4 and running thence South 31.50 chains to a stake marked No. 1; thence on the exterior boundaries of the land to be described, North 82 1/2° West 8.50 chains, crossing a creek to a post marked No. 2, from which a white oak tree 10 inches in diameter marked No. 2 B. T. bears South 46° West 183 links distant; thence in a direct line to a point which is 10 chains North of the Southwest corner of the Southeast quarter of Southwest quarter of Section 4; thence South 10 chains to said Southwest corner of Southeast quarter of Southwest quarter of

Section 4, as the same is at present located; thence East along the South line of Section 4, 60 chains, more or less, to the Southeast corner thereof; thence North 8.50 chains, more or less, to the point of beginning.

APN: 177-090-03, 177-100-03, 177-100-07 (portion), 177-160-01, and 177-170-02

TRACT THREE:

That portion of the Southwest quarter of Northeast quarter and all that portion of the Northwest quarter of the Southeast quarter of Section 10, Township 16 North, Range 11 West, Mount Diablo Meridian, lying West of the fence and creek extending through the same, and including the said creek.

EXCEPTING therefrom that portion conveyed in the deed executed by Paul Fritsche et al-to Clyde E. Hall et ux, dated January 25, 1945, recorded March 17, 1945 in Volume 182 of Official Records, page 219, Mendocino County Records, more particularly described as follows:

COMMENCING at a point 3 chains East of the Northwest corner of the Southwest quarter of Northeast quarter of said Section 10; running thence in a direct line Southeasterly 6 chains to a point of rocks; thence Southeasterly crossing the creek about 2 rods to the West bank of said Creek; and thence Southeasterly along the West bank of said creek (Alder Creek) to a point where the one-half section line running East and West crosses said Creek; thence due East along said one-half section line to a point 16 rods West-of the Southeast corner of said Southwest quarter of Northeast quarter of said Section 10; thence due South 80 rods; thence due East 16 rods to the Southeast corner of the Northwest quarter of Southeast quarter of said Section 10; thence due North 160 rods; thence due West 17 chains to the place of beginning.

APN: 177-100-07 (portion)

TRACT FOUR:

The Southwest quarter of Section 10, Township 16 North, Range 11 West, Mount Diablo Base and Meridian.

APN: 177-100-08

TRACT FIVE:

The Northwest one-quarter of the Northwest one-quarter of Section 15, Township 16 North, Range 11 West, Mount Diablo Meridian.

EXCEPTING THEREFROM all geothermal steam and associated geothermal resources in the lands herein, including without limitation, substances subject to disposition under the Geothermal Steam Act.

The United States reserves to itself, its permittees, licensees, and lessees the right to prospect for, mine, and remove the geothermal steam and associated geothermal resources owned by the United States under applicable law and such regulations as the Secretary of the Interior may prescribe. This reservation includes all necessary and incidental activities conducted in accordance with the provisions of the geothermal leasing laws in effect at the time such activities are undertaken, including, without limitation, necessary access and exit rights, all drilling and storage and transportation facilities deemed necessary and authorized under law and implementing regulations.

APN: 177-270-01

EXHIBIT B - PROPERTY MAP

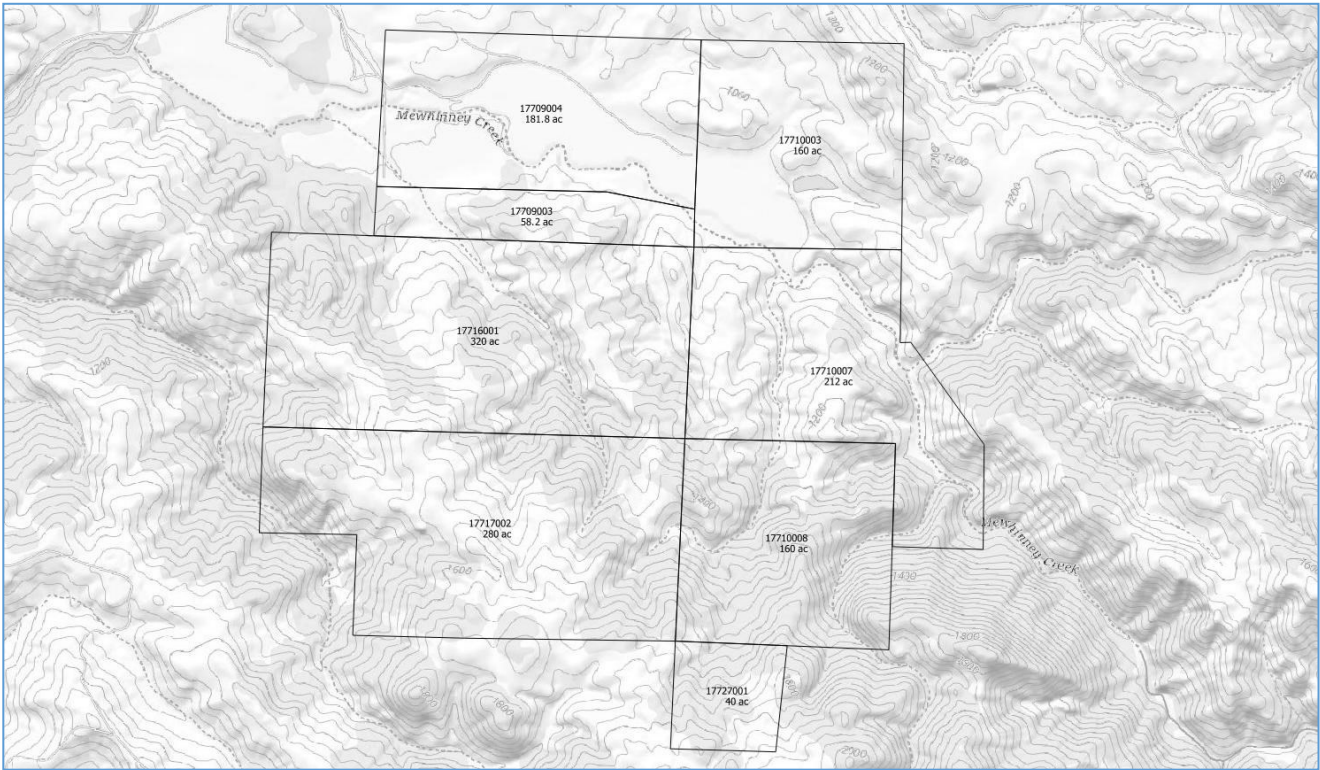


EXHIBIT C

PERMITTED USES AND PRACTICES

The following uses and practices, though not an exhaustive recital of consistent uses and practices, are hereby deemed to be consistent with the Conservation Purpose of this Easement and are expressly or conditionally permitted, as the case may be:

1. To Sell Property subject to this Conservation Easement. Landowner may sell the Property. Landowner shall notify Trust in writing prior to any transfer of the Property. Any Deed of Conveyance of the Property shall expressly refer to this Conservation Easement. Failure to refer to this Conservation Easement shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

2. Hunting, Fishing and Wildlife Habitat. To use the Property for commercial and non-commercial hunting of game animals and fishing, provided that such activities are conducted pursuant to applicable state and federal law. Additionally, to maintain and improve the habitat for elk, deer and other wildlife.

3. Water Resources. To maintain all riparian and appropriative water rights, appurtenant to the Property, and to develop, maintain and reasonably and beneficially use all water resources on the Property for agricultural, recreational, game and/or livestock purposes, including, but not limited to, irrigation of the area shown in Exhibit 2 of the Baseline Report, for use solely on the Property in a manner that shall not impair or interfere with the Conservation Values of the Property. No water rights shall be transferred from the Property to other lands. Subject to appropriate permits, landowner may dredge existing ponds and water sources to maintain their function.

4. Construction or Placement of Buildings and Other Improvements. Landowner may undertake construction, erection, installation, or placement of buildings, structures, or other improvements on the Property only as provided in subsections (a) through (d) below. All other construction, erection, installation, or placement of buildings, structures, or other improvements on the Property is prohibited. Before undertaking any construction, erection, installation or placement that requires Trust's advance approval as provided herein, Landowner shall notify Trust and obtain prior written approval pursuant to Section 4 of the Easement.

(a) Fences and Gates – Existing fences and gates may be repaired and replaced without approval of Trust. New fences and gates may be built anywhere on the Property for purposes of reasonable and customary management and for security of farm produce, livestock, equipment, and improvements on the Property, without approval of Trust. Reasonable and customary fences and gates within the Building Envelopes (as defined below) are also permitted without approval of Trust.

(b) Residential Dwellings and Appurtenant Structures

(i) **The Caretaker's Residence, as shown in Exhibit 7 of the Baseline Report, and more fully described therein, , and any structures and improvements subsequently constructed pursuant to the terms of this Easement may be repaired and replaced within the 1-acre (+/-) Caretaker's Building Envelope for residential purposes without approval of Trust. Provided that the Caretaker's Residence shall not be expanded by more than 25% of current total square footage. Current square footage is 1200 square feet.**

(ii) The Historic Ranch House, as shown in Exhibit 8 of the Baseline Report and more fully described therein, shall be maintained in good and workmanlike condition. No external modifications or alterations to the main (west-facing) façade of the Ranch House shall be permitted without advance approval of Trust.

(iii) If the Historic Ranch House is demolished or allowed to fall into disrepair such that there is no alternative to its removal, it may not be replaced; except that replacement shall be allowed if the Historic Ranch house is destroyed by fire, flood, or other catastrophe through no fault of Landowner.

(iv) Notwithstanding the restrictions on alteration or modification of the Historic Ranch House recited above, the following shall not require approval from Trust:

(A) Routine maintenance, including, but not limited to, re-roofing, exterior and interior painting, and upkeep of utilities.

(B) Internal improvements including, but not limited to, internal remodelling, wiring, plumbing, and similar systems.

(C) Installation or modification of surrounding grounds, gardens, septic systems, or fences, including installation of a swimming pool.

(v) One (1) additional dwelling, not to exceed 1000 square feet in floor area, shall be permitted, without further approval from Trust, within one of the three Building Envelopes shown on Exhibit 9 of the Baseline Report, and more fully described therein. Once selected and built, all other potential building locations shall be retired.

(vi) Existing agricultural or utilitarian structures may be maintained, enlarged, and new agricultural or utilitarian structures may be constructed.

The boundaries of all building envelopes (collectively referred to as the “Building Envelopes” and individually referred to as a “Building Envelope”) are more fully described in the Baseline Report. The boundaries have been identified and marked on the ground by the Landowner and Trust and shall be maintained by the Landowner to ensure that permitted activities under this section 4 shall occur within the Building Envelopes, with the exceptions identified in Paragraph 4(c) and Paragraph 4(f) below.

(c) Utilities and Septic Systems –Wires, lines, pipes, cables, solar panels, wind-generation facilities, other alternative energy systems, or other facilities, providing electrical, gas, water, sewer, communications, energy generation, or other utility services solely to serve the improvements permitted herein may be installed, maintained, repaired, removed, and replaced.

Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, replaced, relocated or improved, but must be located within the Building Envelope; provided, however, that Landowner may locate any such permitted septic or other underground sanitary system in an area outside of, but in close proximity to, such Building Envelope without Trust’s prior written approval. Notwithstanding the foregoing, commercial power generation, collection or transmission facilities, including wind or solar farms, and the conveyance of any rights-of-way over, under or on the Property for any such purpose, are prohibited.

(d) General Construction Provisions. The location, construction and use of any new structure or improvement permitted under this Section 4 of Exhibit C shall not

violate the Conservation Purpose or materially impair the Conservation Values.

(e) Roads. For the purpose of this Easement, a road is defined as any definable route that is wider than four (4) feet (not including any curbs, cuts or fills) used for commercial uses (including, but not limited to, forest management, recreational, hunting and/or ranching activities) or residential use, the construction of which requires the movement of soil or other land alteration.

Existing roads may be maintained or replaced by the Landowner. No portion of the Property presently unpaved shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, unless such measures are required by air quality laws or regulations applicable to the Property, provided, however, that Landowner may pave the roads located within or providing access to the Building Envelopes.

5. Vineyards. Commercial cultivation of grapes for the production of wine or other alcoholic beverages shall not exceed 40 acres in area.

6. Forest Management. To manage oak woodlands in accordance with all applicable state and federal forestry laws, practices, guidelines, and regulations, provided that said management and/or harvesting complies with the conditions of this section:

(a) Non-Commercial Timber Management. Landowner reserves the right to cut or remove trees of all species solely for personal, non-commercial use including without limitation for firewood, fire or disease prevention or control and personal safety. Landowner also reserves the right to harvest timber for construction of buildings within the building envelope with the prior written approval of the Trust. Provided, however, that such cutting or removal shall be conducted in a manner that is consistent with the Conservation Purpose and other terms and conditions of this Easement and does not materially impair the Conservation Values.

Landowner further reserves the right to conduct forest management activities, including cutting and removal of trees for the purpose of restoring the forest or for the purposes of wildlife habitat improvement. Prior to the commencement of any of these activities, Landowner shall submit a Forest Management Plan for Trust's prior written approval.

7. Residence-Based Business. Any persons living on the Property may conduct business within his/her residence so long as any such business is not a sales or service business involving dealing with the general public on the Property on a regular basis.

8. Agricultural Activities. Production of agricultural crops may occur within the areas currently used for agricultural activities and identified on Exhibit 2 of the Baseline Report. The Easement permits and encourages activities on the Property that will allow and enhance commercially sustainable agriculture (viable, profitable, and sustainable) uses and activities (as presently defined in Civil Code section 3482.5(e)). A setback of 50 feet from any mapped watercourse shall be maintained free of agricultural use. Raising and managing livestock is permitted, provided that said activities do not materially diminish the Conservation Values. Notwithstanding the foregoing, under no circumstances shall there be permitted on the Property a concentrated animal feeding operation (i.e., an operation which entails housing and feeding a large number of animals in a confined area containing no natural forage for forty-five (45) days or more during any twelve (12)-month period).

Any soil disturbing activity that has the potential to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters is prohibited. Soil disturbing activity shall be managed to minimize erosion and sedimentation and ensure property drainage and stability, utilizing Best Management Practices as recommended by the U.S. Natural Resources Conservation Service or other successor entity.

Notwithstanding, Landowner shall have the right and authorization to disc, cultivate and manage agricultural crops on the Property in a manner that is consistent with the management and cultivation of such crops in inland Mendocino County, and /or that are consistent with the recommendations of the California State Universities. Landowner shall also have the right and authorization to store, use, and apply hazardous substances on the Property in accordance with label regulations and applicable laws.

It is the intent not to impose any restrictions on the conduct of agriculture in the agricultural area that would undercut the viability of commercially profitable and sustainable agriculture on the Property. Accordingly, there are no agricultural use restrictions applicable to the agricultural area other than those stated in this paragraph 8 or Exhibit D.

9. Recreational ORV Use. The intent of this provision is to allow ORV use necessary to support Landowner's personal use, agriculture and hunting. Recreational off-road vehicles ("ORV") shall be limited to non-competitive, low-intensity uses. Low-intensity usage is defined by an absence of physical impacts to the Property caused by or constructed for recreational ORV use, including eroding trails, mud bogs, hill climbs, constructed race tracks, or any other impacts that materially impair the Conservation Values of the Property.

10. Lot-Line Adjustments. Upon prior written notification to Trust, Landowner may execute one or more lot-line adjustments that may involve the boundary of the Property.

11. Natural Resource Enhancement. Landowner reserves the right to protect, restore and enhance the natural resources on the Property, including, but not limited to, research, bank and soil stabilization practices, vegetation management and other activities to (a) control fire, (b) enhance the natural resources, and (c) promote biodiversity, all, in accordance with sound, generally accepted practices, including prescriptive grazing, prescriptive burning, thinning, planting brush removal, and the removal or control of invasive, non-native plant species or feral, non-native animal species that threaten the Conservation Values of the Property, using techniques that minimize harm to native wildlife and plants. The intentional introduction of non-native tree or other plant species is prohibited.

12. Outdoor Recreation and Education. Landowner reserves the right to use the Property for non-commercial low-intensity, non-motorized, outdoor recreational and educational purposes, including, camping, hiking, bicycling, outdoor education, nature study, including scientific and archaeological research and observation, enjoyment of open space and other such uses similar in nature and intensity.

13. Carbon Sequestration. The sale of carbon credits, taking into account the restrictions of this Conservation Easement, shall be permitted.

14. Hunting. Landowner may use the Property for private and commercial hunting purposes, and such activities incidental to such use. Landowner shall comply with all state and

federal laws.

15. Quarrying of rock. Landowner may reasonably quarry rock for use on the roads on the Property. The quarry of such rock shall be subject to prior approval by Trust.

EXHIBIT D

PROHIBITED USES AND PRACTICES

The following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are hereby deemed to be inconsistent with the Conservation Purpose of this Easement and are expressly prohibited:

1. Subdivision. No division of the Property is permitted. Landowner shall maintain all legal parcels that are part of the Property and all interests therein under common ownership, as though the Property were one single legal parcel owned by one single owner. Following the execution of this Easement, the legal or *de facto* division, subdivision or partitioning of the Property into two or more legal parcels and/or any sale, transfer or conveyance of any one portion or parcel apart from the sale, transfer or conveyance of the entire Property, and the seeking of a partition of the Property as a remedy in a lawsuit, is prohibited.
2. Mineral Exploitation. Except as provided in Exhibit C, exploration for, or the removal or extraction of, any mineral or nonmineral substance by any surface or subsurface mining or extraction method is prohibited.
3. Commercial Facilities. Except as permitted in Exhibit C to the Easement, the establishment of any commercial or industrial facility is prohibited.
4. Dumping. The dumping or other disposal of non-compostable refuse on the Property is prohibited, except for the storage of nonhazardous wastes generated by Landowner's permitted uses of the Property. Storage or dumping of animal waste is prohibited.
5. Construction. The construction of any structure, except as provided in Exhibit C to the Easement, is prohibited.
6. Billboards. The construction, maintenance, or erection of any billboard or sign is prohibited, except as may be reasonably necessary for safety, to prevent trespassing, to post notice of private property, advertising any business permitted on the Property pursuant to the terms of the Easement or sale or lease of the Property, or to recognize the Easement.
7. Watercourse Protection. Any use or activity that causes significant, verifiable erosion, or that contributes to the significant, verifiable pollution of any watercourse, is prohibited. Specifically, the draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, and wetlands is prohibited, except as noted in Exhibit C to the Easement, unless such activity does not significantly impair the Conservation Values and is approved by Trust.
8. Water Rights; Wells. Except as otherwise permitted by Section 3 of Exhibit C to the Easement above, Landowner shall not (i) sever, convey, impair, or encumber water or water rights appurtenant to the Property separately from the underlying title to the Property, or undertake any other action, which diminishes or extinguishes the Property's water rights, without Trust's prior written approval; (ii) develop any waters on the Property for the

purposes of commercial fish farming; or (iii) extract water from watercourses, except as noted in Exhibit C to the Easement and in the Baseline Report. This Easement shall not be construed so as to sever or impair any riparian water rights appurtenant to the Property. Landowner shall be entitled to explore for and drill one or more wells on the Property, and to develop one or more springs on the Property, and to install pumps, piping, utilities, pump houses and other infrastructure necessary for the delivery and storage of the water, provided that such activity and equipment does not significantly impair the Conservation Values.

9. Conversion of Oak Woodland. The conversion of oak woodland, as mapped in Exhibit 2 of the Baseline Report, and defined as the clearing of over 5 acres of oak woodland and conversion to grassland, is prohibited without approval of Trust.

10. Utilities. The granting of major utility corridor right-of-way easements is prohibited; provided, however, that such right-of-way easement or easements may be granted by mutual agreement of Landowner and Trust in cases where eminent domain statutes apply and public necessity has been clearly demonstrated to Landowner and Trust.

11. No Use or Transfer of Development Rights. Except as expressly permitted by the terms of this Easement, all development rights that are now or hereafter allocated to, implied, reserved, or inherent in or to the Property are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property (whether adjacent or otherwise).

12. Surface Alteration. Significant alterations of the natural contour of the land in any manner whatsoever including, but not limited to, excavating or removing soil, sand, gravel, rock, peat or sod, are prohibited, except in connection with activities and uses specifically permitted in Exhibit C to the Easement.

13. Motor Vehicle Use. Any use of motorized vehicles off of roadways is prohibited except (1) when reasonably necessary for forest management or for access to remote areas of the Property for camping, wildlife viewing, hunting or fishing, provided that such use does not materially impair the Conservation Values of the Property, or (2) as expressly provided in Section 9 of Exhibit C to the Easement.

14. Subsequent Easements. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of Trust. It is the duty of Landowner to prevent the use of the Property by third parties that may result in the creation of prescriptive rights that may be inconsistent with the Conservation Purpose of this Easement. Notwithstanding, this Easement does not in any way limit the encumbrances previously recorded in the Official Records of Mendocino County, or existing encumbrances that otherwise burden the Property.

15. Inconsistent Use. Pursuant to Treasury Regulation Section 1.170A-14(e)(2), to establish any agricultural, commercial, industrial, or other activity or use that adversely impairs the Conservation Values or is otherwise inconsistent with the Conservation Purpose of this Easement is prohibited.

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EXHIBIT F: EASEMENT MONITORING PROTOCOLS

Monitoring shall occur no less than once a year and include as a minimum:

1. Contacting Landowner(s) prior to field visit with an invitation to participate and/or provide information pertinent to monitoring the Conservation Easement.
2. Entry on and visual inspection of the Property from the ground. Inspection (and documentation) shall be as extensive as is practicable considering the size of the Property, its topography, and the accessibility of the various portions of the Property.
3. Documentation of the conditions on the Property and the condition of the Conservation Values through photographs or other video technology that can be easily preserved and provided in report form.
4. Evaluation of the condition of the Property and the Conservation Values compared to the condition documented in the Baseline Report.
5. A comparison of observed conditions to the Baseline Report photos and aerial photos.
6. Observation and thorough documentation of any violation of the provisions of the Conservation Easement. Landowner shall be provided notice of any violation per Section 5.2 of the Easement.
7. Review of pertinent documentation submitted by Landowner (for example, inventory reports, yield tax returns and bureau ticket summaries, timber harvesting documents, and CAL FIRE inspection reports) and analysis of that documentation in relation to the observed conditions on the Property and in relation to the terms of the Conservation Easement.
8. Monitoring will normally be conducted by two persons, typically Landowner and a representative of Trust or two representatives of Trust.
9. Monitors representing Trust shall have undergone training by Trust staff, which shall include participation in monitoring visits to other conserved properties. At least one of the monitors shall be capable of using GPS and photographic equipment and shall have familiarized themselves with the Conservation Easement, the Baseline Report, and previous monitoring reports prior to visiting the Property. In addition to the annual monitoring, monitoring activities shall include:
10. Review of the most recent and publicly or commercially available aerial photographs (or other remotely sensed images as appropriate) of the Property. This review should be conducted at least once every 5 years.
11. Additional monitoring activities, as necessary to respond to and document natural catastrophes, any easement violations which Trust or the monitoring entity has reason to believe may occur or may have occurred, or any other unscheduled, unanticipated events which adversely affect the Conservation Easement.

12. Trust shall complete its Conservation Easement Monitoring Inspection Report detailing observations, analysis, and conclusions, with appropriate documentation, within 30 days of any on-site inspection or other monitoring activity and shall provide a copy of such report to Landowner. Any significant variation (improvement, deterioration or otherwise) in the condition of the Property or of the Conservation Values from the conditions identified in the Baseline Report should be detailed and documented. If Trust suspects or determines that any violation of the Conservation Easement has occurred or is threatened, Trust will provide notice to Landowner of the violation or threatened violation, in accordance with the procedures in the Monitoring Protocol.

13. Monitoring Reports shall be stored at Trust's headquarters. Back-up copies of the Conservation Easement, Baseline Report, and Monitoring Reports shall be stored off-site.

14. Trust shall include in the annual monitoring report, a summary of any activity by Landowner to establish carbon credits or other emissions offsets with respect to the Property.