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GOLDEN STATE LAND CONSERVANCY
215 West Standley Street, Suite 6
Ukiah, CA 95482

APN #: 106-230-007, 106-230-008 ✓

DEED OF CONSERVATION EASEMENT
dated April 9, 2003

No Consideration

THIS GRANT DEED OF CONSERVATION EASEMENT is signed by WILDWOOD CONSERVATION FOUNDATION, a California nonprofit, public benefit corporation, having an address at P.O. Box 1078, Guerneville, CA 95446-1078 ("GRANTOR"), in favor of the GOLDEN STATE LAND CONSERVANCY, INC., a California nonprofit, public benefit corporation, having an address at 215 West Standley Street, Suite 6, Ukiah, CA 95482 ("GRANTEE").

RECITALS

- A. GRANTOR is the sole owner in fee simple of certain real property, in Sonoma County, California, consisting of approximately 210 acres, more particularly described in Exhibit A, and incorporated by this reference as "Wildwood".
- B. GRANTEE's successor entity, if any, shall expressly agree in an official action of its governing board, to abide by the terms, conditions, and Purpose of this EASEMENT in all its particulars; and GRANTEE must assign its rights and obligations under this EASEMENT only to a "Qualified Organization" as defined in paragraph 31 of this EASEMENT.
- C. Wildwood possesses natural, ecological, forested, and open-space values (collectively: "conservation values") of great importance to GRANTOR and GRANTEE, the people of Sonoma County, the people of the State of California, and the United States.
- D. The specific conservation values of Wildwood are documented in the Baseline Report of Wildwood. The Baseline Report provides an accurate representation of Wildwood at the time of this EASEMENT and is intended to serve as an objective information baseline for monitoring compliance with the terms of this EASEMENT. The original Baseline Report shall be prepared by GRANTOR and shall be retained by GRANTEE at its offices. The Baseline Report shall be updated by GRANTOR and reviewed by GRANTEE one year from the recordation date of this EASEMENT, and every five years thereafter.
- E. In particular, the conservation values of Wildwood include significant natural forest, riparian and wildlife habitat, and watershed resources, as well as carbon stored in trees and other vegetation and associated roots, surface duff and organic elements in the soil. Further, the conservation values of

Wildwood include the natural conifer forest ecosystem and oak woodlands, including the riparian areas, and associated plant and animal species.

- F. Further, the conservation values of Wildwood include its fisheries values. Wildwood contains watercourses, which are tributaries to East Austin Creek, which provide habitat, or water sources for native anadromous fish, more fully described in the Baseline Report, in particular steelhead (*Oncorhynchus mykiss*), a species listed as threatened under the federal Endangered Species Act.
- G. Further, Wildwood contains watercourses and other associated significant habitat that supports terrestrial and other aquatic species, including potential northern spotted owl (*Strix occidentalis caurina*) habitat, a species of special concern to the California Department of Fish and Game, which is also listed as Threatened under the federal Endangered Species Act; and therefore can provide for significant habitat connectiveness on a landscape level.
- H. GRANTOR intends that the conservation values of Wildwood are preserved and maintained by permitting only those land uses on Wildwood, which do not significantly impair or interfere with them. GRANTOR and GRANTEE acknowledge that the land management activities, permitted under this EASEMENT or as cited in the Baseline Report, have been found to be compatible with the protection of the conservation values of Wildwood.
- I. GRANTOR, its heirs, successors and assigns intend to convey to GRANTEE, and GRANTEE accepts, the right to preserve and protect the conservation values of Wildwood in perpetuity.
- J. GRANTEE warrants that it is a publicly-supported, tax-exempt nonprofit organization qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, and enhancement of natural, ecologically significant, scenic and open-space areas for scientific, charitable and educational purposes. GRANTEE's Board of Directors has formally resolved to accept the grant of this EASEMENT, and a copy of this resolution will be contained in the Baseline Report.

AGREEMENT

GRANTOR and GRANTEE ("the parties") mutually agree as follows:

- 1. Grant of EASEMENT In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California, in particular California Civil Code Section 815 et. seq., GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement in perpetuity over Wildwood of the nature and character, and to the extent hereinafter set forth ("EASEMENT").
- 2. Acceptance of EASEMENT By accepting this grant, GRANTEE agrees, subject to the rights of the GRANTOR, which have been retained herein, to preserve and protect in perpetuity the conservation values of Wildwood for the benefit of the general public of this generation and generations to come.
- 3. Purpose It is the "Purpose" of this EASEMENT to:
 - (a) Maintain Wildwood's forestland in a natural state and condition;
 - (b) Maintain the Baseline Report for Wildwood; and

(c) Maintain Wildwood in no more than one parcel and prohibit subdivision.

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4. Rights of GRANTEE To accomplish the Purpose of this EASEMENT, the following rights are
4 conveyed in perpetuity to GRANTEE by this EASEMENT:

(a) To identify, preserve and protect the conservation values of Wildwood;

6 (b) To enter upon Wildwood, with written authorization from GRANTEE identifying such
8 persons to represent GRANTEE for such entry, and no more than four (4) persons
10 representing GRANTEE shall be granted access at any one time, with reasonable notice and
at times reasonably convenient to GRANTOR, for reasonable duration, accompanied at all
times by GRANTOR, to monitor GRANTOR's compliance with the terms of this
EASEMENT and to otherwise enforce such terms, on the following occasions:

12 (1) every two years for the regular monitoring review on a date mutually agreed to by the
parties; and

14 (2) between the regular monitoring review for inspections of a specific site, if
GRANTEE can show reasonable cause for believing that GRANTOR'S actions or
16 planned actions pose a material threat to the conservation values of this EASEMENT
and it is deemed by GRANTEE to require inspection of the site; and

18 (c) To prevent, terminate, or mitigate any activity on Wildwood that is demonstratively and
20 materially inconsistent with the terms, conditions, or Purpose of this EASEMENT, and to
seek restoration or remediation of damage to Wildwood as provided for in this EASEMENT.

22 GRANTEE's entry on Wildwood shall not unreasonably interfere with the use and quiet
enjoyment of Wildwood by GRANTOR, GRANTOR's guests, employees, contractors or agents,
or by any tenants of Wildwood, and shall be only so long a duration as is reasonably necessary to
24 achieve its specific purpose(s). GRANTOR agrees that it shall not unreasonably withhold access
to Wildwood for the purposes identified in this paragraph.

28 5. EASEMENT Does Not Effect Severance This grant is not intended to and shall not be interpreted
to effect severance of rights from Wildwood.

30 6. Stewardship Fund GRANTEE shall establish the Stewardship Fund with an internal account
32 established for the purpose of monitoring, enforcing and otherwise administering this EASEMENT
which activities shall use the guidelines provided in *The Conservation Easement Stewardship*
34 *Guide*, (Lind, 1991, Land Trust Alliance, et.al.), or successor guidance publication generally
accepted by the land trust profession. GRANTOR shall pay to GRANTEE for the initial costs of
36 establishing this EASEMENT and for the Stewardship Fund a total of Twelve Thousand Dollars
(\$12,000).

38 GRANTOR recognizes that GRANTEE may charge the Stewardship Fund an administrative fee for
40 indirect overhead costs; as well as, initial cost, such as, costs of developing the conservation
easement, Baseline Report, legal review and field surveys.

42 If this EASEMENT is transferred to another qualified conservation organization, the remaining
44 balance of the Stewardship Fund's account for this EASEMENT shall also be transferred to that
qualified conservation organization.
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7. Prohibited or Restricted Uses Any action, activity or use on Wildwood, which is materially inconsistent with the terms, conditions, or Purpose of this EASEMENT is prohibited or restricted. In addition, the following restricted conditions shall apply:

- (a) Development of any new structures outside the Abode Area or Homestead Area is prohibited except as permitted in paragraph 8(k); and development within said areas is allowed only as permitted in paragraph 8.
- (b) Grading or construction of new trails or roads outside the Abode Area or Homestead Area is prohibited unless prior written approval is obtained from the GRANTEE and found to be consistent with the Purpose of this EASEMENT.
- (c) In no event shall development occur to the area designated "Julie Andrews Point", nor in the adjacent open field overlooking the valley, as designated in the Baseline Report as "Julie Andrews Point Area"; and that this area shall be maintained in its current condition.
- (d) Wildwood shall not be used as a permanent residence or residences for individuals, except as permitted in paragraph 8(l) of this EASEMENT. In addition, should Wildwood be sold by GRANTOR in accordance with prior approval by the GRANTEE following governmental action as provided in paragraph 9 of this EASEMENT, the aforementioned prohibition against use as a permanent residence or residences for individuals shall be deemed to be permanently extinguished upon recordation in the Sonoma County land records of the following documents: (1) the deed to the purchaser; and (2) said approval of the sale by the GRANTEE as provided in paragraph 9.

8. Reserved Rights GRANTOR reserves to itself, and to its personal representatives, heirs, successors and assigns, all rights and obligations accruing from its ownership of Wildwood, including the right to, or not to, engage in or permit or invite others to engage in all uses of Wildwood that are not expressly prohibited herein and are not inconsistent with the terms, condition, or Purpose of this EASEMENT; and furthermore, all land uses must fully comply with all applicable and constitutional government regulations and zoning ordinances. Without limiting the generality of the foregoing, the following rights are expressly reserved, as follows:

- (a) The right to engage in agriculture, forestry, commercial, recreational, and residential uses as restricted herein and other permitted land uses; and any development associated with these activities, as provided for in this easement, within the areas designated as "Abode Area" and the "Homestead Area", with the specific understanding that all current practices listed in Exhibit B attached to this Easement, which are also as described in the original Baseline Report, are reserved rights. GRANTOR shall notify GRANTEE, according to the provisions found in paragraph 11 below, prior to commencing any action, or when applying for any permit, that could cause construction, timber harvesting, grading, vegetation clearing or any change in the physical environment that may have a significant adverse impact on conservation values or the Purpose of this EASEMENT;
- (b) The right to engage in recreational and retreat center activities, on Wildwood, including visitor serving activities, and any development associated with these activities as permitted herein in the Abode Area;
- (c) The right to build or make improvements, including building new structures and related improvements as permitted herein in the Homestead Area. The maximum size of the

Homestead Area shall not exceed three (3) acres, with specific siting of any development within this area to be approved in writing in advance by GRANTEE. ;

- (d) The right to engage in leasing of the Abode Area or the Homestead Area, or portions thereof for any use not otherwise restricted by this EASEMENT;
- (e) All water rights a part of and appurtenant to Wildwood, including, but not limited to, the right to use all available water resources on Wildwood for any permitted land uses, and any development associated with these activities in the Abode Area or the Homestead Area;
- (f) The right to engage in construction and maintenance of existing roads or trails using best management practices; and new road or trail construction that is necessary or useful for activities on Wildwood, with specific siting of any new roads or trails to be approved in writing in advance by GRANTEE;
- (g) To maintain, improve, replace, relocate, construct and repair, using best management practices, structures, housing, fences, roads, trails, ditches, and other improvements and to construct and repair additional improvements in the Abode Area and the Homestead Area, accessory to the permitted uses of Wildwood and reasonably necessary for those uses;
- (h) To develop and maintain water resources on Wildwood, including but not limited to both above ground and underground pipes, ditches, storage tanks, wells, ponds, reservoirs, septic fields and above or below ground utilities as are necessary or convenient for permitted land uses on Wildwood; and any stream impoundments or diversions on Wildwood that require a government agency permit also requires prior notice to GRANTEE, but not prior approval by GRANTEE;
- (i) To prohibit entry on Wildwood of unauthorized persons;
- (j) To engage in controlled burn programs, subject only to the requirements of applicable laws and regulations. GRANTOR shall have no liability in respect to this EASEMENT and the conservation values described herein for any damage incident to a permitted controlled burn and has no obligation to take corrective action to repair such damage, and GRANTEE shall have no remedy with respect thereto other than restoration activities conducted by GRANTEE with the expressed permission of the GRANTOR, and requires prior notice to GRANTEE.
- (k) To maintain a hiking trail system and to build or establish up to two structures on Wildwood outside the Abode Area and Homestead Area, to be used for transient occupancy, for retreats, meditation, enjoyment of nature, or other quiet, secluded activities. These structures shall not exceed one story or 400 square feet in footprint each and shall be built using materials and design that will blend in with the natural surroundings as much as is feasible.
- (l) Wildwood may be used as a permanent residence or residences for individuals as follows: (1) as a residence for a groundskeeper or other similar employee of the owner or lessee of Wildwood; (2) as a residence for charitable purposes such as a retirement home, or monastery in the Homestead Area.

9. Sale or Transfer of Wildwood. Any sale or transfer of Wildwood by GRANTOR shall first be approved in writing by the GRANTEE and recorded with the Sonoma County Recorder. Approval of a sale of Wildwood by GRANTOR may be given only when Wildwood cannot be used as a retreat center as a result of actions taken by zoning or other government authorities prohibiting use of Wildwood for a retreat center. The net proceeds of any such sale are to be used to acquire a property of similar character that is suitable for use as a retreat center. Once Wildwood is sold pursuant to GRANTEE'S approval as provided in this paragraph, this paragraph 9 of this EASEMENT shall not apply nor shall it restrict further sales or transfers.

2 Approval of a transfer of ownership (other than a sale) by GRANTOR may be given only when the
GRANTOR finds it cannot properly maintain Wildwood, and the recipient of the ownership
4 transfer is another conservation organization with appropriate tax status and purposes similar to
those of the GRANTOR.

- 6 10. Mortgages or Hypothecations. GRANTOR may place one or more mortgages or hypothecations on
Wildwood as long as the total amount of such liens does not exceed \$200,000, and that any
8 mortgage or hypothecation shall be subordinate to this EASEMENT. Any such mortgage or
hypothecation shall first be approved in writing by the GRANTEE and recorded with the Sonoma
10 County Recorder. Approval of a mortgage or hypothecation may be given only for the following
purposes: (a) to pay the Trustees of the Wildwood Trust the sum of approximately \$112,380 at the
12 time the GRANTOR acquires the Trustee's 55% interest in Wildwood; (b) to pay the cost of major
repairs following a catastrophic event or other unforeseen circumstance, to the extent not covered
14 by insurance, as may be reasonably required to restore the integrity of the existing Wildwood
facility. (c) to pay for capital improvements reasonably required to respond to an order or notice
16 given by a government agency; and/or (d) to refinance one or more existing mortgages or
hypothecations. If Wildwood is transferred or sold to an owner other than GRANTOR, this
18 paragraph of this EASEMENT shall not apply nor shall restrict the GRANTOR except that any
mortgage or hypothecation shall be subordinate to this EASEMENT. It is further provided that the
20 \$200,000 limit on mortgages or hypothecations on Wildwood may be increased by an amount based
on the U.S. Dept. of Labor Consumer Price Index, as specified and agreed to by GRANTOR and
22 GRANTEE.

- 26 11. Notice of Intention to Undertake Certain Actions. The purpose of requiring GRANTOR to notify
GRANTEE prior to undertaking certain actions or activities as specified in paragraph 7, 8, 9 and 10
above, including, without limitation, each action, use and activity specified in this EASEMENT as
28 requiring GRANTEE's approval or notice and any other action, use or activity which might impair
the conservation values or otherwise defeat or frustrate the purpose of this EASEMENT, is to
afford GRANTEE an opportunity to ensure that any such activity is planned and carried out in a
30 manner consistent with the terms, conditions, or Purpose of this EASEMENT. GRANTOR shall
notify GRANTEE whenever applying to local, State or Federal agencies for any required permits or
32 authorizations, such as but not limited to the following: general plan amendment, rezoning, major,
minor or conditional land use, commercial or industrial building, natural resource use, timber
34 harvest, grading, stream crossing or alteration, water impoundment, wetland fill or alteration, gravel
extraction, surface or subsurface mining, or hydrocarbon or geothermal drilling. When
36 GRANTEE's approval of, or response to, a proposed action, use or activity is required, which shall
be defined to include without limitation any such activity on Wildwood that poses a
38 demonstratively and material threat to the terms, conditions, or Purpose of this EASEMENT,
GRANTOR shall notify GRANTEE in writing not less than forty-five (45) days prior to the date
40 GRANTOR intends to undertake the proposed action, use or activity in question. The notice shall
describe the nature, scope, design, location, timetable, and any other material aspect of the proposed
42 action, use or activity in sufficient detail to permit GRANTEE to make an informed judgment as to
the proposed action, use or activity's consistency with the terms, conditions, or Purpose of this
44 EASEMENT.

- 46 12. GRANTEE's Response GRANTEE shall give written response of its determination within thirty
(30) days after the receipt of GRANTOR's written notice under paragraph 11. In the event
8 GRANTEE reasonably fails to respond to GRANTOR's notice under paragraph 11 within said

2 thirty-day period, such notice shall be conclusively deemed accepted. GRANTEE's determination
3 shall be based upon the best scientific evidence available and GRANTEE's reasonable
4 determination that the proposed use or activity would be consistent with the provisions of this
5 EASEMENT. Acceptance shall be within the reasonable discretion of the GRANTEE and shall be
6 based upon conditions, which tend to further the Purpose of this EASEMENT. The non-response
7 or acceptance of the GRANTEE obtained in one circumstance shall not be deemed or construed to
8 be a waiver of notice by GRANTEE for any subsequent action, use or activity by GRANTOR under
9 this paragraph or paragraphs 7 or 8. This paragraph does not apply to action or activities specified
10 in Paragraph 9 or 10.

11 13. Mediation If a dispute arises between the parties concerning the interpretation or operation of this
12 EASEMENT, or in the event there is a dispute concerning the consistency of any proposed or
13 existing action, use or activity with the terms, conditions or Purpose of this EASEMENT, required
14 notice having been given as provided in paragraph 11, and the GRANTOR agrees not to proceed
15 with, or shall discontinue the disputed action, use or activity pending resolution of the dispute, the
16 parties agree they shall attempt to resolve the dispute through mediation. Either party may refer the
17 dispute to mediation upon request made in writing upon the other. Within fifteen (15) days of the
18 receipt of such a request, the parties shall select a trained and impartial mediator. If the parties are
19 unable to agree on the selection of a single mediator, then each party shall, within fifteen (15) days
20 of the receipt of the initial request, appoint a mediator, and the two mediators then selected shall
21 conduct the mediation jointly. Mediation shall proceed in accordance with the following
22 guidelines:

- 23 (a) Purpose The purpose of the mediation is to: (1) promote discussion between the parties; (2)
24 assist the parties to develop and exchange pertinent information concerning the issues in
25 dispute; and (3) assist the parties to develop proposals which will enable them to arrive at a
26 mutually acceptable resolution of the controversy. The mediation is not intended to result in
27 any express or *de facto* modification or amendment of the terms, conditions, or restrictions of
28 this EASEMENT.
- 29 (b) Participation The mediator(s) may meet with the parties and their counsel jointly or *ex parte*.
30 The parties agree that they will participate in the mediation process in good faith and
31 expeditiously, attending all sessions scheduled by the mediator(s). Representatives of the
32 parties with settlement authority will attend mediation sessions as requested by the
33 mediator(s).
- 34 (c) Confidentiality All information presented to the mediator(s) shall be deemed confidential and
35 shall be disclosed by the mediator(s) only with the consent of the parties or their respective
36 counsel. The mediator(s) shall not be subject to subpoena by either party. No statements
37 made or documents prepared for mediation sessions shall be disclosed in any subsequent
38 proceedings or construed as an admission of a party.
- 39 (d) Time Period Neither party shall be obligated to continue the mediation process beyond a
40 period of sixty (60) days from the date of receipt of the initial request, or if the mediator(s)
41 concludes that there is no reasonable likelihood that continuing mediation will result in a
42 mutually agreeable resolution of the dispute.
- 43 (e) Costs The costs of the single mediator shall be borne equally by GRANTOR and GRANTEE;
44 but should the parties be unable to agree as to the selection of a single mediator and instead
45 choose to each appoint a mediator each party agrees to pay all costs, fees and expenses of its
46 chosen mediator; in any event, the parties shall bear their own expenses, including attorneys'
fees, individually.

2 14. Arbitration If a dispute arises between the parties concerning the consistency of any proposed or
4 existing action, use or activity with the terms, conditions, or Purpose of this EASEMENT which the
6 parties have not resolved by the above mediation process, either party, with the written consent of
8 the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided
10 that GRANTOR agrees not to proceed with the use or activity pending resolution of the dispute,
12 and upon the agreement of the parties to proceed to arbitration, within thirty (30) days of the receipt
14 of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are
16 unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and
18 the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party
20 fails to select an arbitrator, or if the two arbitrators fail to select a third arbitrator within fourteen
22 (14) days after the appointment of the second arbitrator, then in such instance, a proper court, on
petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in
accordance with sections 1280, et seq. of the California Code of Civil Procedure or any successor
statute then in effect. The arbitration shall be determined in accordance with said statute, with the
terms, conditions, and Purpose of this EASEMENT, and the applicable laws of the State of
California, as the basis for determination and resolution, and a judgment of the arbitration award
may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in
addition to such other relief as may be granted, to a reasonable sum as and for all its costs and
expenses related to such arbitration, including, without limitation, the fees and expenses of the
arbitrators. Attorney's fees may be awarded to the prevailing party by the arbitrators and any court
of competent jurisdiction that may be called upon to enforce or review the award.

24 15. GRANTEE's Remedies

- 26 (a) Notice of Violation and Corrective Action If GRANTEE determines that GRANTOR or any
28 occupant of Wildwood is conducting or allowing an action, use, activity, or condition on
30 Wildwood which is prohibited by the terms of this EASEMENT or that a violation of the
32 terms of this EASEMENT is threatened, GRANTEE shall give written notice to GRANTOR
34 of such violation or threatened violation and demand corrective action sufficient to cure the
36 violation or terminate the threat, and, where the violation involves injury to Wildwood
38 resulting from any use or activity inconsistent with the terms, conditions, or Purpose of this
40 EASEMENT, to restore the portion of Wildwood so injured.
- 42 (b) Injunctive Relief If GRANTOR fails to cure the violation within thirty (30) days after receipt
44 of notice thereof from GRANTEE, or under circumstances where the violation cannot
46 reasonably be cured within said period, fails to begin curing such violation within said period,
and/or fails to continue diligently to cure such violation until finally cured, GRANTEE 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 on Wildwood by temporary or permanent
injunction, and to require the restoration of Wildwood to the condition that existed prior to
injury. GRANTEE shall give at least twenty-four (24) hours notice to GRANTOR prior to
seeking a temporary or permanent injunction.
- (c) Damages GRANTEE shall be entitled to recover damages for tangible and specific
diminution in EASEMENT values resulting directly from violation of the terms of this
EASEMENT, or injury to any conservation values protected by this EASEMENT, as
determined by arbitration or judicial proceedings, furthermore, GRANTEE hereby waives the
right to claim punitive damages against GRANTOR. Without limiting GRANTOR's liability
therefor, GRANTEE, shall apply any damages recovered pursuant to such arbitration or
judicial proceeding according to the following priorities: first to the cost of undertaking any
feasible corrective action on Wildwood; then, if any funds for damages should remain, the

balance to the Stewardship Endowment Fund. GRANTEE shall consult with GRANTOR regarding expenditure of the damages for correction and/or restoration of Wildwood.

2 (d) Emergency Enforcement If GRANTEE can show reasonable and demonstrative cause to
4 determine that emergency circumstances require immediate action to prevent or mitigate
6 significant damage to the conservation values of Wildwood, GRANTEE may enter upon
8 Wildwood under the access provisions found in 4(b) above, at reasonable times and for
reasonable duration under the circumstances, for the sole purpose of assessing damage to the
conservation values of Wildwood and determining any curative or mitigation actions that
should be taken.

10 (e) Scope of Relief GRANTEE's rights under this paragraph apply equally in the event of either
12 actual or threatened violations of the terms, conditions, and Purpose of this EASEMENT.
14 GRANTOR and GRANTEE expressly agree that Wildwood, by virtue of its protected
16 features, is unique and that a violation of this EASEMENT, and any ensuing harm or
alteration of Wildwood, may result in damages that are irremediable and not subject to
18 quantification. Accordingly, GRANTOR agrees that GRANTEE's remedies at law for any
violation of the terms of this EASEMENT are inadequate and that GRANTEE shall be
20 entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in
addition to such other relief to which GRANTEE may be entitled, including specific
22 performance of the terms of this EASEMENT, without the necessity of proving either actual
damages or the inadequacy of otherwise available legal remedies. GRANTEE's remedies
described in this section shall be cumulative and shall be in addition to all remedies now or
hereinafter existing at law or in equity.

26 Notwithstanding the forgoing, the GRANTEE shall not seek damages against
GRANTOR for any acts of independent contractors or random acts of malicious theft or
28 violence committed by independent parties with no direct connection to the GRANTOR,
contractors or agents of the GRANTOR.

30 16. Costs of Enforcement Any reasonable costs incurred by the GRANTEE related to reviewing
32 materials and granting approvals as required by the terms of this EASEMENT shall be borne by the
GRANTOR. Any reasonable costs incurred by the GRANTEE in enforcing the terms of this
34 EASEMENT against GRANTOR, including, without limitation, costs of suit and attorney's fees,
and any costs of restoration necessitated by GRANTOR's violation of the terms of this
36 EASEMENT, shall be borne by the GRANTOR. If GRANTOR prevails in any action initiated by
GRANTEE to enforce the terms of this EASEMENT, GRANTOR's costs of suit, including, without
38 limitation, attorney's fees, shall be borne by the GRANTEE. A prerequisite for any party filing a
complaint pursuant to this EASEMENT, or to commencing mediation or arbitration, shall be a
40 notice of an offer in compromise to settle the dispute; and that offer in compromise shall serve as
the baseline for determining which party has prevailed in those matters in dispute.

42 17. GRANTEE's Discretion Enforcement of GRANTEE'S rights under this EASEMENT shall be at
44 the discretion of the GRANTEE, and any forbearance by GRANTEE to exercise its rights under
this EASEMENT in the event of any breach of any term of this EASEMENT by GRANTOR shall
46 not be deemed or construed to be a waiver by GRANTEE of such term or of any subsequent breach
of the same or any other term of this EASEMENT or of any of GRANTEE's rights under this
EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any
breach by GRANTOR shall impair such right or remedy or be construed as a waiver.

- 7 18. Acts Beyond the GRANTOR's Control Nothing contained in this EASEMENT shall be construed
4 to entitle GRANTEE to bring any action against GRANTOR, for any injury to or change in
6 Wildwood resulting from causes beyond GRANTOR's control, including without limitation,
8 government action, fire, flood, storm, and naturally occurring earth movement, or other natural
10 event, or from reasonable action taken by GRANTOR under emergency conditions to prevent,
12 abate, or mitigate significant injury to Wildwood resulting from such causes.
- 14 19. Access No right of access by the general public to any portion of Wildwood is conveyed or granted
16 by this EASEMENT. Nothing in this EASEMENT shall be construed to preclude GRANTOR's
18 right to grant access or other easements on, across, or within Wildwood to third parties, provided
20 that such access or easement is subservient to this EASEMENT and does not cause or threaten
22 damage to Wildwood's conservation values or otherwise violate the terms of this EASEMENT.
- 24 20. Notification of EASEMENT Provisions Any person granted any access or easement, or who
26 resides, visits, works, or is otherwise present on Wildwood with the Permission of GRANTOR or
28 GRANTEE shall be made aware by GRANTOR or GRANTEE, respectively, of the terms and
30 conditions of this EASEMENT, if in the sole discretion of the GRANTOR or GRANTEE,
32 respectively, determines that their Permittee's uses or activities may be affected by this
34 EASEMENT. There is no liability on the part of GRANTOR or GRANTEE for failure to provide
36 the notice described in this paragraph.
- 38 21. Agents All rights granted to the GRANTEE hereunder may be exercised by its authorized agents.
- 40 22. Costs, Legal Requirements and Liabilities GRANTOR retains all responsibilities and shall bear all
42 costs and liabilities of any kind related to their ownership, operation, upkeep, and maintenance of
44 Wildwood, including, the maintenance of available liability insurance coverage and compliance
46 with government regulatory requirements applicable to Wildwood. GRANTOR remains solely
48 responsible for obtaining any applicable governmental permits and approvals for any action,
50 activity or use which GRANTOR proposes to undertake and is permitted by this EASEMENT; and
52 GRANTOR shall undertake any such action, activity or use in accordance with all applicable
54 federal, state and local laws, regulations and requirements. GRANTEE shall be responsible, at
56 GRANTEE'S sole cost and expense, for obtaining any applicable governmental permits and
58 approvals for any action, activity or use to be undertaken by GRANTEE which is approved by
60 GRANTOR and is permitted by this EASEMENT; and GRANTEE shall undertake any such action,
62 activity or use in accordance with all applicable federal, state and local laws, regulations and
64 requirements. GRANTOR shall keep Wildwood free from any contractor's liens arising out of any
66 work performed for, materials furnished to, or obligations incurred by GRANTOR. GRANTEE
68 shall maintain liability insurance coverage for its activities in administration of this EASEMENT
70 consistent with coverage maintained by other land trusts, and shall, upon GRANTOR'S request,
72 provide to GRANTOR a copy of a certificate of insurance to evidence such insurance coverage in
74 force.
- 76 23. Taxes GRANTOR shall pay or cause to be paid before delinquency all taxes, assessments, fees, and
78 charges of whatever description levied on or assessed against Wildwood by competent authority
(collectively "taxes"), including any such taxes imposed upon, or incurred as a result of, this
EASEMENT, and shall furnish GRANTEE with satisfactory evidence of payment upon request.
GRANTEE is authorized, but in no event obligated, to make or advance any payment of taxes, upon

15 days' prior written notice to GRANTOR, in accordance with any bill, statement or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement or estimate, and the obligation caused by such payment shall bear interest until paid by GRANTOR at the prime rate prevalent at the time in Oakland, California. 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.

24. Hold Harmless

(a) GRANTOR shall hold harmless GRANTEE and its members, directors, officers, employees, agents, attorneys, and contractors and the personal representatives, successors and assigns of each of them (collectively: "GRANTEE's Designated 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 Wildwood, unless due, as a substantial contributing factor, to the negligence or willful misconduct of any of the GRANTEE's Designated Parties; (2) GRANTOR's obligations specified in paragraphs 22 and 23; or (3) title defects that affect the enforceability of this EASEMENT. All GRANTOR's written agreements with agents and contractors shall also contain an equivalent hold harmless provision.

(b) The GRANTEE shall hold harmless the GRANTOR and its employees, agents, attorneys, and contractors and their heirs, personal representatives, successors and assigns of each of them (collectively: "GRANTOR's Designated 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 event suffered by any of GRANTEE's Designated Parties, or act or omission of the GRANTEE, unless it is determined in a jurisdictional court of law that such injury, death or damage resulted directly from GRANTOR'S gross negligence; or (2) GRANTEE's obligations specified in paragraphs 4(b) and 22. All GRANTEE's written agreements with agents and contractors shall also contain an equivalent hold harmless provision.

25. Warranty of Title GRANTOR represents and warrants to GRANTEE that it has not placed and has no knowledge of the placement of any mortgages, liens, or any other encumbrances against Wildwood other than those disclosed as exceptions in the Preliminary Title Report found in the Baseline Report.

26. Hazardous Substance

(a) Definition 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 ordinance, 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 "EP toxicity" and

2 (2) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable
4 for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource
6 recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced
8 waters, and other wastes associated with the exploration, development or production of crude
10 oil, natural gas, or geothermal sources.

12 (b) Non-Responsibility GRANTEE shall have no responsibility whatever for the operation of
14 Wildwood, the monitoring of hazardous conditions thereon, or the protection of GRANTOR,
16 the public, or any third parties from risks relating to conditions on Wildwood.
18 Notwithstanding any other provision of this EASEMENT to the contrary, the parties do not
20 intend and this EASEMENT shall not be construed such that (1) it creates in GRANTEE the
22 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, sections 9601 et. seq.), or (2) it creates in GRANTEE the obligations or
liabilities of a person described in 42 United States Code section 9607 (a)(3), or (3)
GRANTEE has the right or obligation to investigate and remediate any hazardous substance
associated with Wildwood, or (4) GRANTEE has any control over GRANTOR's ability to
investigate and remediate any hazardous materials associated with Wildwood. GRANTOR
represents, warrants and covenants to GRANTEE that GRANTOR's use of Wildwood shall
comply with all environmental laws pertaining to a hazardous substance. 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 pertaining to hazardous substances.

24 (c) Indemnification GRANTOR agrees to indemnify, defend and hold harmless GRANTEE's
26 Indemnified Parties from any claims, judgments, damages, penalties, fines, costs, liabilities or
28 loss, including attorneys' fees, consultant fees and expert fees from or in connection with the
30 presence or suspected presence of hazardous substances in the soil, groundwater, or soil
32 vapor on or under Wildwood, unless the hazardous substances are present as a result of the
34 negligence or willful misconduct of GRANTEE's Indemnified Parties being a substantial
36 contributing factor or as a result of activities that occurred prior to GRANTOR's acquisition
38 of Wildwood. Without limiting the generality of the foregoing, the indemnification provided
40 by this paragraph shall specifically cover costs incurred in connection with any investigation
42 of site conditions or any clean-up, remedial, removal or restoration work required by any
44 federal, state or local governmental agency or political subdivision because of the presence or
46 suspected presence of hazardous substances in the soil, groundwater or soil vapor on or under
Wildwood, unless the hazardous substances are present as a result of the negligence or willful
misconduct of GRANTEE's Indemnified Parties being a substantial contributing factor.
Without limiting the generality of the foregoing, the indemnification provided by this
paragraph shall also specifically cover costs incurred in connection with: (1) hazardous
substances present or suspected to be present in the soil, groundwater or soil vapor on or
under Wildwood before the date this EASEMENT is executed; or (2) hazardous substances
that migrate, flow, percolate, diffuse or in any way move onto or under Wildwood after this
EASEMENT is executed; or (3) hazardous substances present on or under Wildwood as a
result of any discharge, dumping, spilling (accidental or otherwise) onto Wildwood, by any
person, corporation, partnership or entity other than GRANTEE or GRANTEE's Indemnified
Parties being a substantial contributing factor.

27. Extinguishment If circumstances arise in the future which render the terms, conditions, or Purpose of this EASEMENT impossible to accomplish, this EASEMENT can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which GRANTEE shall be entitled, after satisfaction of any prior claims, from any sale, exchange, or involuntary conversion of all or any portion of Wildwood subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by state law at the time, in accordance with paragraph 28.
28. Valuation This EASEMENT constitutes a real property interest immediately vested in GRANTEE, which, for purposes of paragraph 27, the parties stipulate to have a fair market value equal to the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. GRANTOR is under no obligation to seek a tax deduction or charitable benefit pursuant to the gift of this EASEMENT to GRANTEE; however, GRANTOR shall within one year of the recordation of this EASEMENT provide the above described valuation estimates to GRANTEE that are estimated by a qualified appraiser using valuation guidelines as determined by applicable provisions of the Internal Revenue Code.
29. Condemnation If the EASEMENT is taken, in whole or in part, by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public corporate or other authority, so as to terminate this EASEMENT in whole or part, GRANTOR and GRANTEE shall act jointly to recover compensation for their respective interests, GRANTOR's property ownership interest in Wildwood, and GRANTEE's interest in this EASEMENT, and all direct or incidental damages resulting therefrom, in accordance with applicable law. All expenses reasonably incurred by GRANTOR and GRANTEE in connection with the taking or purchase in lieu of condemnation shall be paid out of the amount recovered. GRANTEE's share of the balance of the amount recovered shall be in proportion to the ratio of the value of the EASEMENT as set forth in paragraph 28, to the value of Wildwood at the time of its condemnation without deduction for the value of this EASEMENT. If only a portion of Wildwood is subject to such exercise of the power of eminent domain, this EASEMENT shall remain in effect as to all other portions of Wildwood.
30. Amendment No amendment or modification of this EASEMENT shall be allowed.
31. Assignment This EASEMENT is transferable by GRANTEE, however, if such transfer is made, GRANTEE must assign its rights and obligations under this EASEMENT, in whole or in part only to an organization that is qualified at the time of transfer under Sections 501(c)(3) and 170 (h) of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Sections 815 *et. seq.* of the California Civil Code, or any successor provision then applicable, (hereinafter referred to as a "Qualified Organization"). GRANTEE's successor entity, if any, shall expressly agree in an official action of its governing board, to abide by the terms, conditions, and Purpose of this EASEMENT in all its particulars. As a condition of such transfer, GRANTEE shall require that the Purpose of this grant continue to be carried out. GRANTEE agrees to give written notice to GRANTOR of a proposed assignment at least thirty (30) days prior to the date of such assignment and to obtain GRANTOR's approval in writing for said assignment, said approval not to be unreasonably withheld. GRANTOR shall respond within 20 days of the date of GRANTEE's written notice; if GRANTOR reasonably fails to respond within this time period, such failure shall be conclusively deemed as acceptance of the assignment. If GRANTOR reasonably refuses GRANTEE's choice of

an organization, GRANTEE shall use its best efforts to identify a Qualified Organization, reasonably acceptable to GRANTOR.

32. Executory Limitation If GRANTEE shall cease to exist or to be a Qualified Organization and a prior assignment is not made pursuant to paragraph 31, then GRANTEE's rights and obligations under this EASEMENT shall become immediately vested in the Sonoma Land Trust, or another Qualified Organization, either of which has been mutually agreed upon in writing by both parties subsequent to the date of the EASEMENT. If the Sonoma Land Trust is no longer in existence at the time the rights and obligations under this EASEMENT would otherwise vest in it, or if the Sonoma Land Trust is not a Qualified Organization, or if it shall refuse such rights and obligations, then the rights and obligations under this EASEMENT shall vest in such organization as a court of competent jurisdiction shall direct pursuant to then applicable California law and with due regard to the requirements for an assignment pursuant to paragraph 31 and to the reasonable interests of the GRANTOR.
33. Subsequent Transfers GRANTOR agrees to incorporate the terms of this EASEMENT in any deed or other legal instrument by which GRANTOR divests itself of any interest in Wildwood, or portion of Wildwood, including, without limitation, any leasehold interest. GRANTOR further agrees to give written notice to GRANTEE of the transfer of any interest in Wildwood at least thirty (30) days prior to the date of such transfer. GRANTOR shall provide a complete copy of this EASEMENT to its transferee prior to any such transfer. The failure of GRANTOR to perform any act required by this paragraph shall not impair the validity of this EASEMENT or limit its enforceability in any way. Such transfer of an interest in Wildwood is also subject the provisions of Paragraph 9.
34. Estoppel Certificates Upon request by GRANTOR, GRANTEE shall, as soon as possible and not later than thirty (30) days after receipt of such request, execute and deliver to GRANTOR, or to any party designated by GRANTOR, any document, including an estoppel certificate, which certifies, to the best of GRANTEE's knowledge, GRANTOR's level of compliance with any obligation of GRANTOR contained in this EASEMENT and/or otherwise evidences the status of this EASEMENT as may be reasonably requested by GRANTOR. Such documentation shall address the condition of Wildwood as of the GRANTEE's most recent inspection. If GRANTOR requests more current documentation, GRANTEE shall conduct an inspection at GRANTOR's cost within forty-five (45) days of receipt of GRANTOR's written request therefor. GRANTEE may refuse to execute and deliver any such document, including an estoppel certificate, only if GRANTOR is not in compliance with one or more of GRANTOR's obligations hereunder.
35. Notices Any notice, demand, request, consent, or approval that either party desires or is required to give to the other shall be in writing and shall be deemed to have been duly given if delivered by hand to GRANTOR or in the case of GRANTEE, to its President or Secretary; or sent by mail, postage prepaid, certified or registered mail, return receipt requested; or sent by facsimile, electronic or telephonic means as may be available (with written confirmation simultaneously sent by certified or registered mail) and addressed as follows:

To GRANTOR: WILDWOOD CONSERVATION FOUNDATION, P.O. Box 1078, Guerneville, CA 95446, Attn.: Secretary.

2 To GRANTEE: GOLDEN STATE LAND CONSERVANCY, 215 West Standley Street, Suite 6,
Ukiah, CA 95482, Attn.: Secretary.

4 Notice of change of address shall be effective only when given in accordance with this paragraph.
6 All notices, demands and other communications made in compliance with this paragraph shall be
deemed to have been received on the earlier of the following dates: on the date of hand delivery or
8 on the date of receipt as evidenced by the certified or registered mail receipt.

10 36. Recordation This instrument shall be recorded by the GRANTEE in the Official Records of
Sonoma County, California. GRANTEE may re-record this EASEMENT whenever re-recording is
12 required to preserve GRANTEE's rights in this EASEMENT.

14 37. General Provisions

16 (a) Controlling Law The interpretation and performance of this EASEMENT shall be governed
by the laws of the State of California.

18 (b) Liberal Construction Any general rule of construction to the contrary notwithstanding, this
EASEMENT shall be liberally construed to give effect to the Purpose of this EASEMENT
and the policy and purpose of Sections 815 et. seq. of the California Civil Code. If any
20 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
22 interpretation that would render it invalid.

24 (c) Severability 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, or
the application of such provision to persons or circumstances other than those as to which it is
26 found to be invalid, as the case may be, shall not be affected thereby so long as the purpose of
this EASEMENT can still be carried out.

28 (d) Entire Agreement This instrument sets forth the entire agreement of the parties with respect
to the EASEMENT and supersedes all prior discussions, negotiations, understandings or
agreements relating to the EASEMENT, all of which are merged herein. No alteration or
30 variation of this instrument shall be valid or binding unless contained in an amendment that
complies with paragraph 30.

32 (e) No Forfeiture Nothing contained herein is intended to result in a forfeiture or reversion of
GRANTOR's fee title in any respect.

34 (f) Joint Obligation The obligations imposed by this EASEMENT upon GRANTOR shall be
joint and several.

36 (g) 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
38 representatives, heirs, successors, lessees and assigns, and shall continue as a servitude
running in perpetuity with Wildwood.

40 (h) Termination of Rights and Obligations A party's rights and obligations under this
EASEMENT shall terminate upon the transfer of the party's interest in this EASEMENT or
42 Wildwood, except that rights, obligations, and liability relating to acts or omissions occurring
prior to transfer shall survive transfer.

44 (i) 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
46 interpretation.

48 (j) Significance of Recitals The Recitals to this EASEMENT is integral and operative
provisions of this EASEMENT.

(k) Construction In all matters of interpretation, whenever necessary to give effect to any clause of this EASEMENT, the neuter, masculine, and feminine include each other and the singular includes the plural, and the plural includes the singular.

TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns forever.

WITNESS the following signatures:

GRANTOR: WILDWOOD CONSERVATION FOUNDATION

DATED: 04.18.03 BY: Norman D. Self
NORMAN D. SELF, EXECUTIVE DIRECTOR

GRANTEE: GOLDEN STATE LAND CONSERVANCY, INC.

DATED: _____ BY: _____
MARK L. RANFT, SECRETARY

Attachments: Exhibit A, Legal Description of Wildwood
Exhibit B, Current Permitted Uses

(k) Construction In all matters of interpretation, whenever necessary to give effect to any clause of this EASEMENT, the neuter, masculine, and feminine include each other and the singular includes the plural, and the plural includes the singular.

2

4

6 TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns forever.

8 WITNESS the following signatures:

10

GRANTOR: WILDWOOD CONSERVATION FOUNDATION

12

14

DATED: _____ BY: _____
NORMAN D. SELF, EXECUTIVE DIRECTOR

16

18

20 GRANTEE: GOLDEN STATE LAND CONSERVANCY, INC.

22

DATED: 4/18/2003 BY: Mark L Ranft
MARK L. RANFT, SECRETARY

26

28

30 Attachments: Exhibit A, Legal Description of Wildwood
Exhibit B, Current Permitted Uses



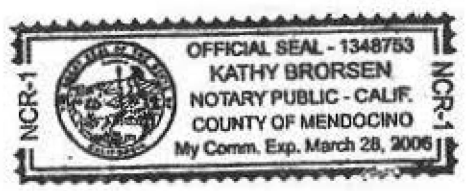
STATE OF CALIFORNIA }
COUNTY OF Mendocino }ss.

On April 18, 2003 before me, Kathy Brosen, personally appeared Mark L. Ranft

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

WITNESS my hand and official seal.

Signature Kathy Brosen



(This area for official notarial seal)

Title of Document:	
Date of Document:	No. of Pages:
Other signatures not acknowledged:	

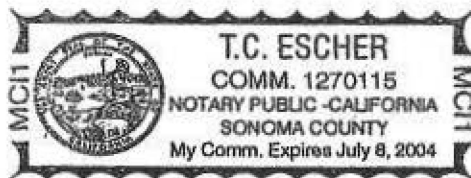


STATE OF CALIFORNIA }
COUNTY OF SONOMA }ss.

On April 18, 2003 before me, T.C. Escher, personally appeared Norman D. Self personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

Title of Document:

Date of Document:

Other signatures not acknowledged:

No. of Pages:

BASELINE DOCUMENTATION

Wildwood Conservation Foundation Conservation Easement

Golden State Land Conservancy
215 West Standley St., Suite 11
Ukiah, CA 95482

Prepared by:

David Katz
Land conservation consultant

March 22, 2003

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Exhibits:

1. Location Map
2. Topography Map
3. Baseline Site Map with Photo Locations
4. Site Photographs and Photo Documentation Descriptions
5. Wildwood Trail Map
6. Abode Area site plan

Attachments

1. Conservation Easement Agreement

Acknowledgement of Condition

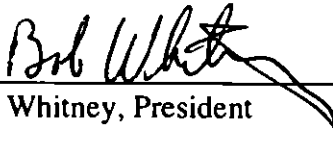
Wildwood Conservation Foundation, a nonprofit corporation incorporated in the state of California, the owner of a 194 acre parcel and a 16 acre parcel, known by the Sonoma County Assessor's Numbers 106-230-007 and 106-230-008, located northeast of the town of Guerneville, in unincorporated Sonoma County, California have granted a conservation easement encumbering a certain 210 acres of such lands to the Golden State Land Conservancy. This conservation easement, recorded on January xx, 2003, is to be executed concurrently with the acknowledgement of this baseline documentation.

The baseline documentation, including the attached exhibits and appendices, referenced as "Baseline Documentation" in the Recitals and paragraphs 3, 7, and 8 of the conservation easement, is an accurate representation of the 210 acre Wildwood Property, referenced in Exhibit A of the conservation easement, at the time of the conservation easement grant.

Grantor:

_____ Date _____
 by Norman D. Self, Executive Director
 Wildwood Conservation Foundation

Golden State Land Conservancy, Grantee:

 _____ Date 10/26/04
 Bob Whitney, President

Baseline Summary

Property name: Wildwood

Property owner: Wildwood Conservation Foundation

Owner contact information: P.O. Box 1078, Guerneville, CA 95446-1078

Property Address: 20111 Old Cazadero Rd, Guerneville, CA

Assessor's parcel Numbers: 106-230-007, 106-230-008

Easement Document Reference: S.C.R. # 03-xxxxxxxx

Date of recordation: March xx, 2003

Easement Size: 210 acres

Existing Use of Wildwood: Retreat center, forest, open space and recreation.

Improvements on Wildwood: Retreat and conference facilities, all located within the Abode area, consist of main lodge with offices and dining area, pool, meeting room, guest housing, staff housing, outdoor sleeping platforms, gardens, and various utility buildings. A unimproved dirt road leads from the Abode area to the developed spring site that is the main water source for the property.

Location description: The conservation easement extends over the entirety of the 210 acre property and is located northwest of the town of Guerneville.

Directions from Guerneville: Head south on River Rd. for 1/4 mi. and turn right on Old Cazadero Road. It is 6 miles from this point to the front gate. After the first mile or so, you cross a bridge and have to turn when you see a house directly in front of you. Turn right, and then immediately take the left fork to stay on "Old Caz". Ignore right hand turns for Fern Way and Arroyo. After 1/2 mile the road makes a sharp turn to the right, crosses a bridge, and begins to climb. Be careful not to continue straight at this point; you will end up on a neighbor's driveway. Stay on the paved road for another 4+ miles to the gate.

Introduction

This Baseline Documentation was prepared to record and document the conservation values, physical features, land use, improvements, and existing condition of the Wildwood property. It was prepared in connection with a conservation easement to be donated by Wildwood Conservation Foundation to the Golden State Land Conservancy concurrent with the acknowledgment of this document. The Wildwood property covers 210 acres in two parcels, and is characterized by significant oak woodland, stands of second and third growth Douglas fir and redwood, and magnificent ridge-top views of the surrounding countryside. There is a small grove of redwoods in the northwestern corner of the property along East Austin Creek.

This documentation shall be maintained on file with the Golden State Land Conservancy and shall be used as an objective information baseline for monitoring compliance with the terms of the easement.

The information contained in this documentation was collected during a site visit conducted November 6, 2002 by Bob Whitney, Golden State Land Conservancy, David Katz, Conservation Consultant. Also participating in the documentation was Norm Self, Executive Director of the Wildwood Conservation Foundation. Additional research was conducted by David Katz in the subsequent weeks to supply additional information required for this baseline documentation.

The edge of the 210 acre property is located on the top of the ridge accessed by Old Cazadero Rd. approximately 6.25 miles by road from the town of Guerneville and 1.5 miles as the crow flies from the town of Cazadero. Old Cazadero Rd. is closed to vehicle traffic beyond Wildwood and cannot be used to get to Cazadero by car. The elevation of the highest point is approximately 1110 ft. and the property falls away to the north and the west as it enters the drainages of Branscomb Creek and East Austin Creek. All existing development on the property is currently located on the southeast corner of the property in an approximately 3-acre area adjacent to the point where Old Cazadero Road accesses the property.

Easement Purpose and Summary

The Wildwood Conservation Easement was granted to the Golden State Land Conservancy concurrently with the acknowledgement of this documentation. It was recorded with Sonoma County and the S.C.R. number is # xx-xxxxx. A copy of the conservation easement is included as Attachment 1. The purpose of the easement donation is to insure that the Wildwood property will be retained forever in its open space, natural, and scenic condition and to prevent any uses of the property that will impair or interfere with the conservation values of the Wildwood property. The conservation values are listed in Recitals in paragraphs C, E, F, and G of the easement and include scenic vistas and open space, the natural conifer and hardwood forests, and the watershed and riparian areas of the property.

To accomplish these purposes, the easement restricts allowable land uses within several specific areas. These areas include the "Abode Area" which is the area where the existing development is currently located, the "Homestead Area", a 3 acre site where the old homestead on the property was once located, the existing water supply facilities and a provision that two small, low-impact cabins may be constructed for retreat or meditation purposes, and maintenance of existing roads and trails. The easement grants certain rights to the Golden State Land Conservancy (Grantee) and retains certain rights to the Wildwood Conservation Foundation (Grantor). It also provides a list of specific permitted and prohibited uses in paragraphs 7 and 8 of the conservation easement.

Rights Granted to Grantee:

- To identify, preserve and protect in perpetuity the conservation values of the Wildwood property;
- To enter upon the Wildwood property to monitor Grantor's compliance with the terms of this Conservation easement with prior notice as specified in the easement.
- To enforce the terms of the easement, seek damages, and require restoration by any legal means available.

Reserved Rights of Grantor:

- All rights of ownership of the Wildwood property, including the right to engage in all uses of the property that are not expressly prohibited by the easement.

Summary of Major Permitted Uses:

(Subject to the specific conditions as set forth in the conservation easement; see Paragraph 8 of conservation easement for complete details on major permitted uses.)

- The right to engage in recreational and retreat center activities on the property.
- The right to engage in forestry and related land use on the property.
- The right to continue development in the Abode Area
- The right to develop facilities in the Homestead area.
- The right to develop two small rustic cabins on the property.

Summary of Major Prohibited Uses:

- No development of new structures outside of Abode Area or Homestead Area is allowed except for two cabins as provided for in Paragraph 8(k) of the easement.
- No grading or construction of new trails or roads outside of Abode or Homestead Areas is allowed without prior written permission from Grantee.

- No development of the Julie Andrews Point area.
- Wildwood is not to be used as a permanent residence for individuals, except as permitted in paragraph 8(1) of the easement.
- Wildwood shall be maintained as one parcel with no subdivision allowed.

Legal and Title Status

The 194-acre parcel and the 16-acre parcel which comprise the entire easement area are owned in fee by the Wildwood Conservation Foundation, a (501(c)(3) California nonprofit corporation.

The legal descriptions of the entire 194-acre parcel and the 16-acre parcel are attached to the conservation easement as Exhibit A.

The Deed of Conservation easement was granted by the Wildwood Conservation Foundation concurrently with the acknowledgement of this document. It was recorded with Sonoma County and the S.C.R. reference number is 03-xxxxxx.

A copy of the conservation easement is included as Attachment 1. The easement was donated outright to the Conservancy and the Wildwood Conservation Foundation received no compensation for the easement.

Land Use Wildwood Property

The Wildwood property is largely unimproved forested land with all current improvements clustered on a several acre area in the southeast corner of the property adjacent to the access to Old Cazadero Road. There is evidence of some historic logging within the property, and the remnants of an historic homestead are also present. There is an old road connecting the homestead area to Old Cazadero Road. This roadway appears to cross over a neighbors property prior to entering the Wildwood property and use and/or access rights appear to be addressed in an extant access easement. Several springs have been developed to provide water to serve the existing facilities. There are several existing trails on the property that follow the course of old logging roads. The old logging roads connecting the homestead area and the developed springs to the Abode Area appear to be maintained for occasional dry weather vehicle access as well as use by a small all-terrain vehicle year-round.

Physical Environment

The Wildwood property is located on a ridge top and adjacent north and east facing slopes that descend to Branscomb and East Austin Creeks. The property is mostly forested, with all existing retreat development clustered on an approximately 3 acre area located in the southeast corner of the property. East Austin Creek drains into Austin Creek, which in turn drains into the Russian River.

The soil type is primarily Hugo gravelly loam, 30 to 50 percent slopes, (HkF), and Josephine/Hugo complex, gravelly loams on 20 to 40 percent slopes (JgH). These soil types are commonly found in forested upland areas of northwestern Sonoma County. They are well-drained and of moderate fertility, and will support vigorous forest growth. They are underlain by sandstone and by shale of the Franciscan formation.

In such steep terrain, these soil types have a high risk of erosion and care must be taken with all land management practices.

Due to its proximity to a ridge top and location relatively close to the ocean, the Wildwood property is exposed to the force of high winds and incoming Pacific storms, with periods of extremely high rainfall.

There are numerous low yield springs on the property found at the middle elevations of the site. Five of these springs are developed to supply domestic water to the developed facilities on the site. At these sites the spring flow is captured in an underground cistern and fed into several collecting tanks and then pumped up to a storage tank in the Abode Area. Power lines and pipes connect the spring tanks to the Abode Area.

An un-improved dirt road connects the Abode area with the homestead area and continues on down to the vicinity of the developed spring. This road is in poor condition and apparently is not used for vehicle traffic except for a small all-terrain vehicle.. There are several culverts in place and minimal use of surface drainage berms. There is a small amount of gully erosion developing as a result of improper drainage from the road surface. There appears to be another old roadway that is not regularly used that leads from Old Cazadero Road to the homestead site. Title records indicate that this road crosses a neighbor's property after leaving Old Cazadero Rd. and that Wildwood Conservation Foundation holds a valid access easement for use of this road access.

The Homestead Area is an approximately 3-acre area that was the location of the old original homestead on the property. It is approximately 500 yards down slope to the north west by trail from the Abode Area. There are no structures on the site, but there are several old fruit trees, including two figs, a walnut, and a pear tree scattered around an open meadow. There are also remnants of old fences, wagon parts, a spring box, miscellaneous old debris from an old farmstead, and the remains of an old collapsed building.

Julie Andrews Point is the name used to designate an open, flat scenic overlook area approximately 200 yards to the west of the main lodge structure.

Wildwood Conservation Foundation has prepared a trail map (attached as Exhibit 6) of marked trails on the Wildwood property. This map was prepared to guide casual hiking by visitors to Wildwood. The trails are marked with colored flagging with little additional trail development.

Current uses:

Currently various land uses and activities are carried out at Wildwood that will continue once the easement is in place. They include:

- Operation of a retreat and guest serving operation at the Abode Area.
- Continued use of staff housing in the Abode Area.
- Cutting of firewood for domestic use.
- Moderate clearing of brush, trees and accumulated fuel on the periphery of the Abode Area.
- Thinning of trees and reduction of fuel loads in the forested areas of the property.
- Removal or treatment of diseased or unsafe trees.
- Removal of noxious weeds and plants.
- Control of feral pigs.
- Cutting of down trees for lumber or for access purposes.
- Reforestation activities, including planting of trees, thinning, misc. harvest.
- Occasional harvest of trees for on-site construction purposes.
- Wilderness camping.
- Nature hikes and study, including collecting of plants and plant specimens of various types.
- Gatherings for social or recreation purposes at Julie Andrews Point.

Biological Environment

The upper elevations of the property are dominated by second growth Douglas fir stands with many young fir trees becoming established in adjacent areas. Most of the property is heavily wooded with well-established oak woodland, with coast live oak, blue oak and black oak the predominant species. Buckeye, tan oak, big leaf maple, manzanita, coffee berry, madrone, huckleberry, and bay trees are common, with poison oak also commonly found. At several locations, both on the ridge top and at the lower reaches of the property, redwood trees are found. These trees appear to be second or third growth trees, re-sprouted from trees cut many years before. There is some old evidence of past logging, in the form of old, rotted fir stumps. This timber harvest appears to have occurred more than 40 years ago or earlier.

There is a grove of redwoods in the northwestern corner of the property along East Austin Creek. There are several large old growth trees that have fallen in recent years, however the remaining trees do not appear to be old growth, but large second growth. This grove of redwood trees is permanently protected and any harvest of these trees for any reason is prohibited.

No signs of extensive non-native species are evident, although there are some small patches of broom at several locations, as well as several incense cedar and ponderosa pine.

There is a very large and magnificent coast live oak tree in the area just west of Julie Andrews Point. The circumference of the main trunk is 441 inches, with 8 massive secondary trunks spreading out to an amazing canopy. Some research indicates that this may be the biggest coast live oak tree recorded in the world.

There is abundant wildlife on the property, including all of the species commonly found in the area. There is evidence of soil disturbance from feral pigs throughout the property.

East Austin Creek contains steelhead trout (*Oncorhynchus mykiss irideus*) listed as threatened under the federal Endangered Species Act.

Improvements

All of the developed retreat and housing facilities on the property are currently within the designated Abode Area (see Exhibit 7 for plan of Abode Area) located on the southeast corner of the property, except for the water supply facilities. Included are the main lodge with dining area and kitchen, offices with dormitory below; pool with attached deck, Jacuzzi, and sauna; conference room; and guest house with 12 rooms. There are two clusters for tents on tent platforms on the periphery of the area; a staff housing area; workshop and garage; yurt with attached deck; a water tank; and flower and vegetable gardens with some fruit trees. There is a graveled parking area in the front of the facility.

Five springs are developed to supply domestic water to the developed facilities on the site. Two of the springs are located in the old Homestead area. The spring flow is captured in an underground cistern that feeds into several collecting tanks and then is pumped up to a storage tank in the Abode Area. Power lines and pipes connect the spring tanks to the Abode Area.

Photo Documentation Description

To further document the conservation values of the Wildwood property, a series of photos were taken of the property. The location of these photos are shown in Exhibit 3 "Baseline Site Map with Photo Locations". The photos along with a description locations are included in Exhibits 4, "Photo Documentation Locations and Descriptions." A copy of these photos will be maintained on file at the Conservancy.

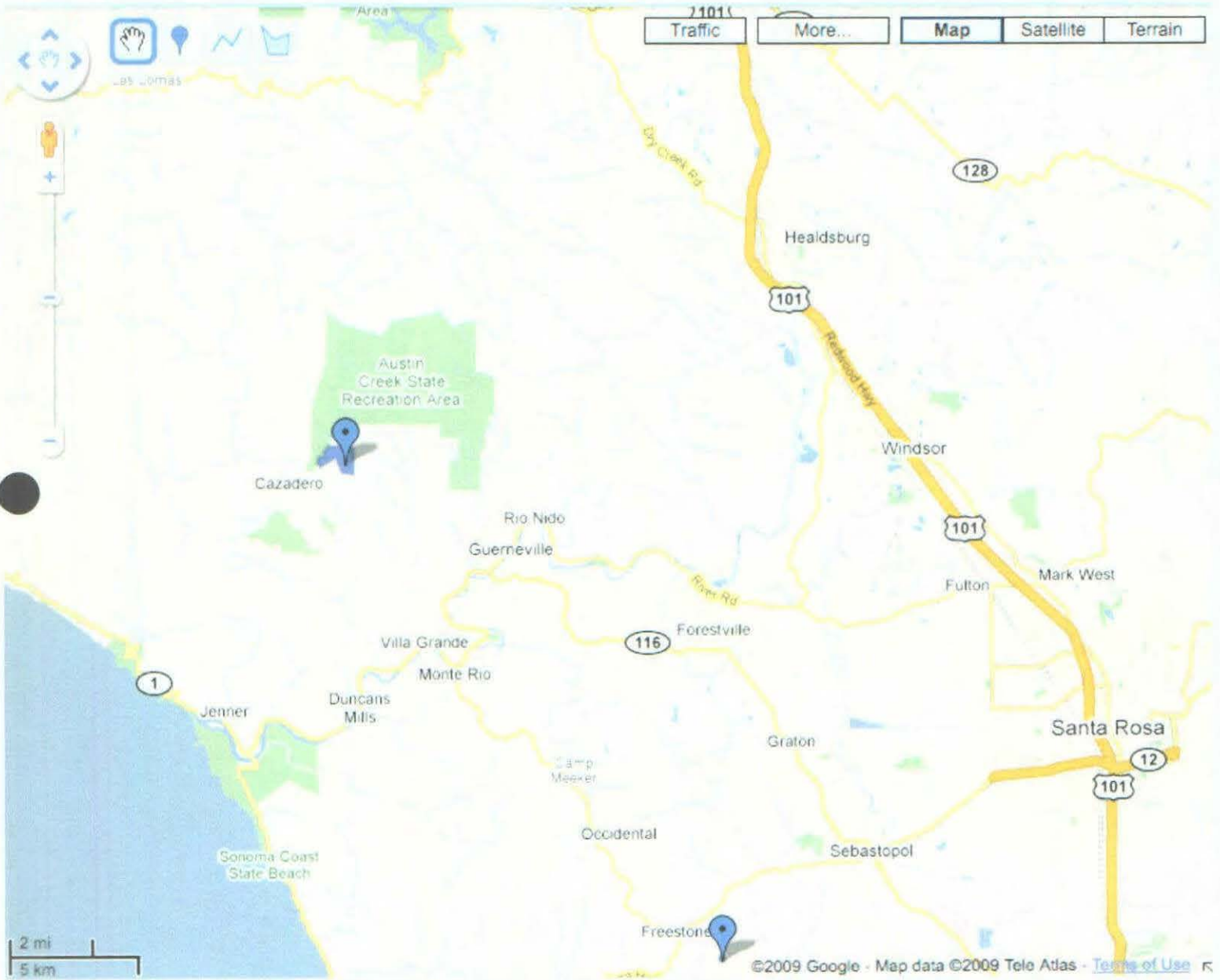
During monitoring visits, similar photos will be taken from the same locations. However, as conditions change, certain photo locations may be dropped due to irrelevance and new photo locations may be added. It is also the intent of the Golden

State Land Conservancy to utilize video recording as an additional photo documentation to be maintained as a permanent record by the Conservancy.

--End --

034-WILD
WILDWOOD

MAP 1

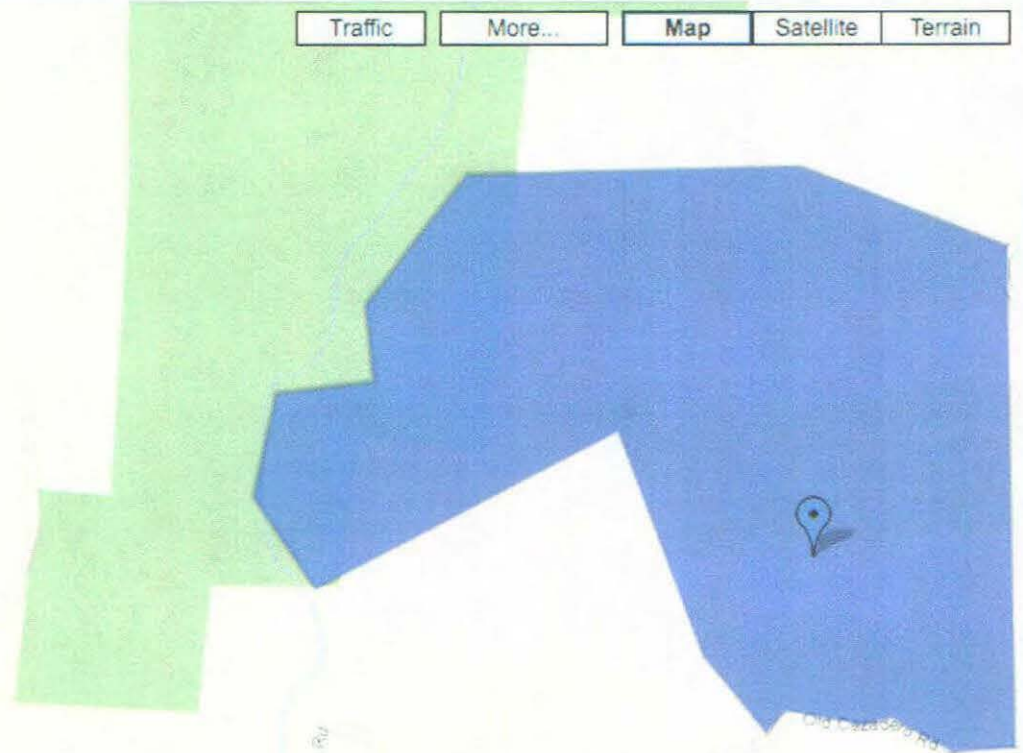


034-WILD
WLLDWOOD

MAP 2

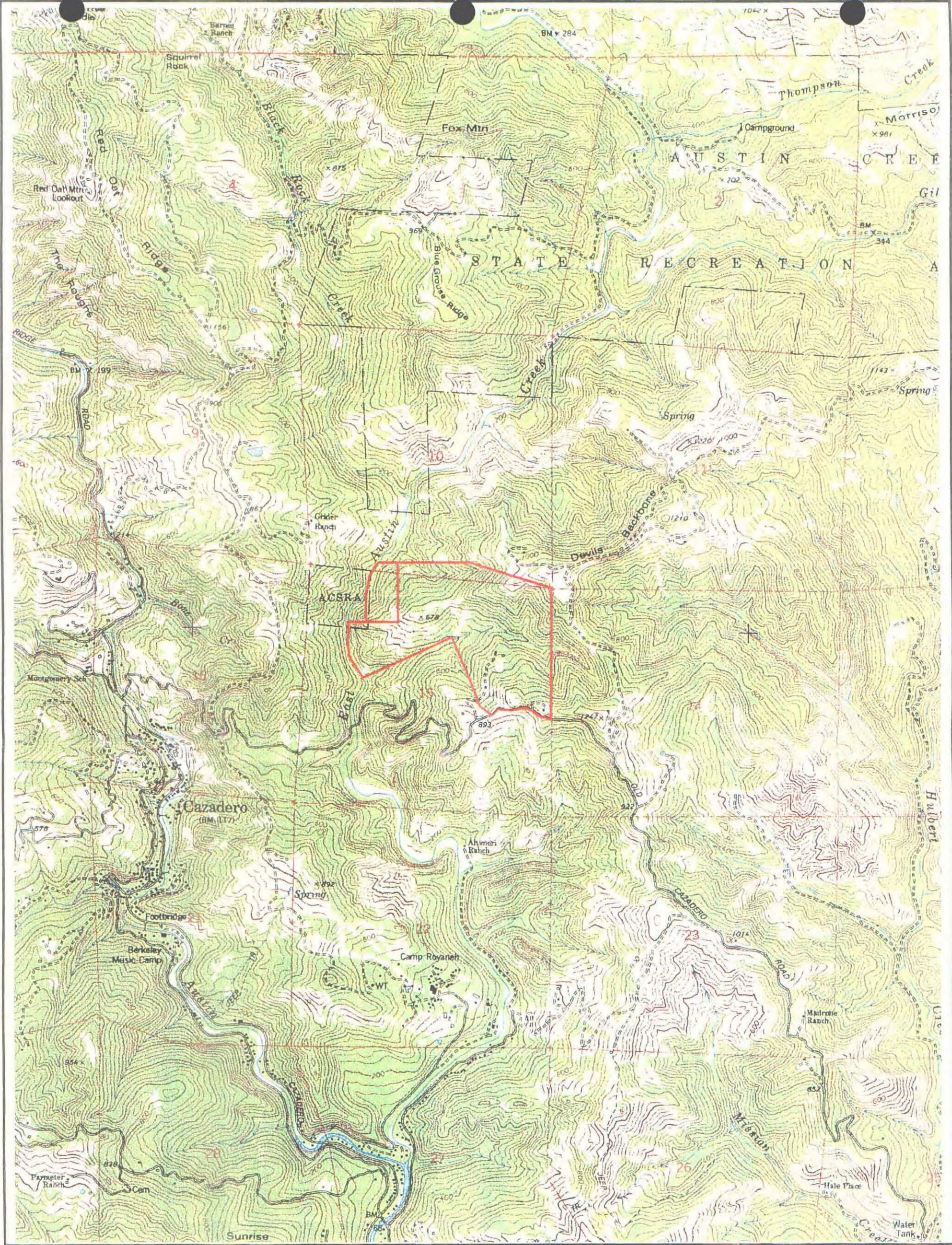


Traffic More... Map Satellite Terrain



Be Rd
Cazadero Hwy
Hillcrest
Berry St
Cazadero Hwy
Paradise
Old Cazadero Rd
Old Cazadero Rd
Old Cazadero Rd
Old Cazadero Rd
Old Cazadero Rd

1000 ft
300 m



WILDWOOD CONSERVATION FOUNDATION
 20111 Old Cazadero Road
 Guerneville, CA 95446

Baseline Exhibit 1:
LOCATION MAP



 Approximate Property Boundary

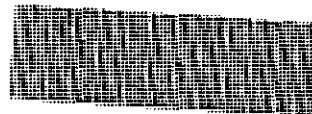


0.3 0 0.3 0.6 0.9 1.2 Miles

Data sources: USGS BARD; County of Sonoma

GIS/GPS Project
 Oct 2002

ACCOMMODATION ONLY
WITHOUT LIABILITY



2003091528

OFFICIAL RECORDS OF
SONOMA COUNTY
EVEE T. LEWIS

FIRST AMERICAN TITLE CO.
05/07/2003 08:00 CEDEED
RECORDING FEE: 74.00

21



Recorded at the request of and
when recorded return to:
GOLDEN STATE LAND CONSERVANCY
215 West Standley Street, Suite 6
Ukiah, CA 95482

APN #: 106-230-007, 106-230-008 ✓

DEED OF CONSERVATION EASEMENT
dated April 9, 2003

No Consideration

THIS GRANT DEED OF CONSERVATION EASEMENT is signed by WILDWOOD CONSERVATION FOUNDATION, a California nonprofit, public benefit corporation, having an address at P.O. Box 1078, Guerneville, CA 95446-1078 ("GRANTOR"), in favor of the GOLDEN STATE LAND CONSERVANCY, INC., a California nonprofit, public benefit corporation, having an address at 215 West Standley Street, Suite 6, Ukiah, CA 95482 ("GRANTEE").

RECITALS

- A. GRANTOR is the sole owner in fee simple of certain real property, in Sonoma County, California, consisting of approximately 210 acres, more particularly described in Exhibit A, and incorporated by this reference as "Wildwood".
- B. GRANTEE's successor entity, if any, shall expressly agree in an official action of its governing board, to abide by the terms, conditions, and Purpose of this EASEMENT in all its particulars; and GRANTEE must assign its rights and obligations under this EASEMENT only to a "Qualified Organization" as defined in paragraph 31 of this EASEMENT.
- C. Wildwood possesses natural, ecological, forested, and open-space values (collectively: "conservation values") of great importance to GRANTOR and GRANTEE, the people of Sonoma County, the people of the State of California, and the United States.
- D. The specific conservation values of Wildwood are documented in the Baseline Report of Wildwood. The Baseline Report provides an accurate representation of Wildwood at the time of this EASEMENT and is intended to serve as an objective information baseline for monitoring compliance with the terms of this EASEMENT. The original Baseline Report shall be prepared by GRANTOR and shall be retained by GRANTEE at its offices. The Baseline Report shall be updated by GRANTOR and reviewed by GRANTEE one year from the recordation date of this EASEMENT, and every five years thereafter.
- E. In particular, the conservation values of Wildwood include significant natural forest, riparian and wildlife habitat, and watershed resources, as well as carbon stored in trees and other vegetation and associated roots, surface duff and organic elements in the soil. Further, the conservation values of

Wildwood include the natural conifer forest ecosystem and oak woodlands, including the riparian areas, and associated plant and animal species.

- F. Further, the conservation values of Wildwood include its fisheries values. Wildwood contains watercourses, which are tributaries to East Austin Creek; which provide habitat, or water sources for native anadromous fish, more fully described in the Baseline Report, in particular steelhead (*Oncorhynchus mykiss*), a species listed as threatened under the federal Endangered Species Act.
- G. Further, Wildwood contains watercourses and other associated significant habitat that supports terrestrial and other aquatic species, including potential northern spotted owl (*Strix occidentalis caurina*) habitat, a species of special concern to the California Department of Fish and Game, which is also listed as Threatened under the federal Endangered Species Act; and therefore can provide for significant habitat connectiveness on a landscape level.
- H. GRANTOR intends that the conservation values of Wildwood are preserved and maintained by permitting only those land uses on Wildwood, which do not significantly impair or interfere with them. GRANTOR and GRANTEE acknowledge that the land management activities, permitted under this EASEMENT or as cited in the Baseline Report, have been found to be compatible with the protection of the conservation values of Wildwood.
- I. GRANTOR, its heirs, successors and assigns intend to convey to GRANTEE, and GRANTEE accepts, the right to preserve and protect the conservation values of Wildwood in perpetuity.
- J. GRANTEE warrants that it is a publicly-supported, tax-exempt nonprofit organization qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, and enhancement of natural, ecologically significant, scenic and open-space areas for scientific, charitable and educational purposes. GRANTEE's Board of Directors has formally resolved to accept the grant of this EASEMENT, and a copy of this resolution will be contained in the Baseline Report.

AGREEMENT

GRANTOR and GRANTEE ("the parties") mutually agree as follows:

- 1. Grant of EASEMENT In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California, in particular California Civil Code Section 815 et. seq., GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement in perpetuity over Wildwood of the nature and character, and to the extent hereinafter set forth ("EASEMENT").
- 2. Acceptance of EASEMENT By accepting this grant, GRANTEE agrees, subject to the rights of the GRANTOR, which have been retained herein, to preserve and protect in perpetuity the conservation values of Wildwood for the benefit of the general public of this generation and generations to come.
- 3. Purpose It is the "Purpose" of this EASEMENT to:
 - (a) Maintain Wildwood's forestland in a natural state and condition;
 - (b) Maintain the Baseline Report for Wildwood; and

(c) Maintain Wildwood in no more than one parcel and prohibit subdivision.

4. Rights of GRANTEE To accomplish the Purpose of this EASEMENT, the following rights are conveyed in perpetuity to GRANTEE by this EASEMENT:

- (a) To identify, preserve and protect the conservation values of Wildwood;
- (b) To enter upon Wildwood, with written authorization from GRANTEE identifying such persons to represent GRANTEE for such entry, and no more than four (4) persons representing GRANTEE shall be granted access at any one time, with reasonable notice and at times reasonably convenient to GRANTOR, for reasonable duration, accompanied at all times by GRANTOR, to monitor GRANTOR's compliance with the terms of this EASEMENT and to otherwise enforce such terms, on the following occasions:
 - (1) every two years for the regular monitoring review on a date mutually agreed to by the parties; and
 - (2) between the regular monitoring review for inspections of a specific site, if GRANTEE can show reasonable cause for believing that GRANTOR'S actions or planned actions pose a material threat to the conservation values of this EASEMENT and it is deemed by GRANTEE to require inspection of the site; and
- (c) To prevent, terminate, or mitigate any activity on Wildwood that is demonstratively and materially inconsistent with the terms, conditions, or Purpose of this EASEMENT, and to seek restoration or remediation of damage to Wildwood as provided for in this EASEMENT.

GRANTEE's entry on Wildwood shall not unreasonably interfere with the use and quiet enjoyment of Wildwood by GRANTOR, GRANTOR's guests, employees, contractors or agents, or by any tenants of Wildwood, and shall be only so long a duration as is reasonably necessary to achieve its specific purpose(s). GRANTOR agrees that it shall not unreasonably withhold access to Wildwood for the purposes identified in this paragraph.

5. EASEMENT Does Not Effect Severance This grant is not intended to and shall not be interpreted to effect severance of rights from Wildwood.

6. Stewardship Fund GRANTEE shall establish the Stewardship Fund with an internal account established for the purpose of monitoring, enforcing and otherwise administering this EASEMENT which activities shall use the guidelines provided in *The Conservation Easement Stewardship Guide*, (Lind, 1991, Land Trust Alliance, et.al.), or successor guidance publication generally accepted by the land trust profession. GRANTOR shall pay to GRANTEE for the initial costs of establishing this EASEMENT and for the Stewardship Fund a total of Twelve Thousand Dollars (\$12,000).

GRANTOR recognizes that GRANTEE may charge the Stewardship Fund an administrative fee for indirect overhead costs; as well as, initial cost, such as, costs of developing the conservation easement, Baseline Report, legal review and field surveys.

If this EASEMENT is transferred to another qualified conservation organization, the remaining balance of the Stewardship Fund's account for this EASEMENT shall also be transferred to that qualified conservation organization.

7. Prohibited or Restricted Uses Any action, activity or use on Wildwood, which is materially inconsistent with the terms, conditions, or Purpose of this EASEMENT is prohibited or restricted. In addition, the following restricted conditions shall apply:

- (a) Development of any new structures outside the Abode Area or Homestead Area is prohibited except as permitted in paragraph 8(k); and development within said areas is allowed only as permitted in paragraph 8.
- (b) Grading or construction of new trails or roads outside the Abode Area or Homestead Area is prohibited unless prior written approval is obtained from the GRANTEE and found to be consistent with the Purpose of this EASEMENT.
- (c) In no event shall development occur to the area designated "Julie Andrews Point", nor in the adjacent open field overlooking the valley, as designated in the Baseline Report as "Julie Andrews Point Area"; and that this area shall be maintained in its current condition.
- (d) Wildwood shall not be used as a permanent residence or residences for individuals, except as permitted in paragraph 8(l) of this EASEMENT. In addition, should Wildwood be sold by GRANTOR in accordance with prior approval by the GRANTEE following governmental action as provided in paragraph 9 of this EASEMENT, the aforementioned prohibition against use as a permanent residence or residences for individuals shall be deemed to be permanently extinguished upon recordation in the Sonoma County land records of the following documents: (1) the deed to the purchaser; and (2) said approval of the sale by the GRANTEE as provided in paragraph 9.

8. Reserved Rights GRANTOR reserves to itself, and to its personal representatives, heirs, successors and assigns, all rights and obligations accruing from its ownership of Wildwood, including the right to, or not to, engage in or permit or invite others to engage in all uses of Wildwood that are not expressly prohibited herein and are not inconsistent with the terms, condition, or Purpose of this EASEMENT; and furthermore, all land uses must fully comply with all applicable and constitutional government regulations and zoning ordinances. Without limiting the generality of the foregoing, the following rights are expressly reserved, as follows:

- (a) The right to engage in agriculture, forestry, commercial, recreational, and residential uses as restricted herein and other permitted land uses; and any development associated with these activities, as provided for in this easement, within the areas designated as "Abode Area" and the "Homestead Area", with the specific understanding that all current practices listed in Exhibit B attached to this Easement, which are also as described in the original Baseline Report, are reserved rights. GRANTOR shall notify GRANTEE, according to the provisions found in paragraph 11 below, prior to commencing any action, or when applying for any permit, that could cause construction, timber harvesting, grading, vegetation clearing or any change in the physical environment that may have a significant adverse impact on conservation values or the Purpose of this EASEMENT;
- (b) The right to engage in recreational and retreat center activities, on Wildwood, including visitor serving activities, and any development associated with these activities as permitted herein in the Abode Area;
- (c) The right to build or make improvements, including building new structures and related improvements as permitted herein in the Homestead Area. The maximum size of the

Homestead Area shall not exceed three (3) acres, with specific siting of any development within this area to be approved in writing in advance by GRANTEE. ;

- (d) The right to engage in leasing of the Abode Area or the Homestead Area, or portions thereof for any use not otherwise restricted by this EASEMENT;
- (e) All water rights a part of and appurtenant to Wildwood, including, but not limited to, the right to use all available water resources on Wildwood for any permitted land uses, and any development associated with these activities in the Abode Area or the Homestead Area;
- (f) The right to engage in construction and maintenance of existing roads or trails using best management practices; and new road or trail construction that is necessary or useful for activities on Wildwood, with specific siting of any new roads or trails to be approved in writing in advance by GRANTEE;
- (g) To maintain, improve, replace, relocate, construct and repair, using best management practices, structures, housing, fences, roads, trails, ditches, and other improvements and to construct and repair additional improvements in the Abode Area and the Homestead Area, accessory to the permitted uses of Wildwood and reasonably necessary for those uses;
- (h) To develop and maintain water resources on Wildwood, including but not limited to both above ground and underground pipes, ditches, storage tanks, wells, ponds, reservoirs, septic fields and above or below ground utilities as are necessary or convenient for permitted land uses on Wildwood; and any stream impoundments or diversions on Wildwood that require a government agency permit also requires prior notice to GRANTEE, but not prior approval by GRANTEE;
- (i) To prohibit entry on Wildwood of unauthorized persons;
- (j) To engage in controlled burn programs, subject only to the requirements of applicable laws and regulations. GRANTOR shall have no liability in respect to this EASEMENT and the conservation values described herein for any damage incident to a permitted controlled burn and has no obligation to take corrective action to repair such damage, and GRANTEE shall have no remedy with respect thereto other than restoration activities conducted by GRANTEE with the expressed permission of the GRANTOR, and requires prior notice to GRANTEE.
- (k) To maintain a hiking trail system and to build or establish up to two structures on Wildwood outside the Abode Area and Homestead Area, to be used for transient occupancy, for retreats, meditation, enjoyment of nature, or other quiet, secluded activities. These structures shall not exceed one story or 400 square feet in footprint each and shall be built using materials and design that will blend in with the natural surroundings as much as is feasible.
- (l) Wildwood may be used as a permanent residence or residences for individuals as follows: (1) as a residence for a groundskeeper or other similar employee of the owner or lessee of Wildwood; (2) as a residence for charitable purposes such as a retirement home, or monastery in the Homestead Area.

9. Sale or Transfer of Wildwood. Any sale or transfer of Wildwood by GRANTOR shall first be approved in writing by the GRANTEE and recorded with the Sonoma County Recorder. Approval of a sale of Wildwood by GRANTOR may be given only when Wildwood cannot be used as a retreat center as a result of actions taken by zoning or other government authorities prohibiting use of Wildwood for a retreat center. The net proceeds of any such sale are to be used to acquire a property of similar character that is suitable for use as a retreat center. Once Wildwood is sold pursuant to GRANTEE'S approval as provided in this paragraph, this paragraph 9 of this EASEMENT shall not apply nor shall it restrict further sales or transfers.

2 Approval of a transfer of ownership (other than a sale) by GRANTOR may be given only when the
GRANTOR finds it cannot properly maintain Wildwood, and the recipient of the ownership
4 transfer is another conservation organization with appropriate tax status and purposes similar to
those of the GRANTOR.

6 10. Mortgages or Hypothecations. GRANTOR may place one or more mortgages or hypothecations on
Wildwood as long as the total amount of such liens does not exceed \$200,000, and that any
8 mortgage or hypothecation shall be subordinate to this EASEMENT. Any such mortgage or
hypothecation shall first be approved in writing by the GRANTEE and recorded with the Sonoma
10 County Recorder. Approval of a mortgage or hypothecation may be given only for the following
purposes: (a) to pay the Trustees of the Wildwood Trust the sum of approximately \$112,380 at the
12 time the GRANTOR acquires the Trustee's 55% interest in Wildwood; (b) to pay the cost of major
repairs following a catastrophic event or other unforeseen circumstance, to the extent not covered
14 by insurance, as may be reasonably required to restore the integrity of the existing Wildwood
facility. (c) to pay for capital improvements reasonably required to respond to an order or notice
16 given by a government agency; and/or (d) to refinance one or more existing mortgages or
hypothecations. If Wildwood is transferred or sold to an owner other than GRANTOR, this
18 paragraph of this EASEMENT shall not apply nor shall restrict the GRANTOR except that any
mortgage or hypothecation shall be subordinate to this EASEMENT. It is further provided that the
20 \$200,000 limit on mortgages or hypothecations on Wildwood may be increased by an amount based
on the U.S. Dept. of Labor Consumer Price Index, as specified and agreed to by GRANTOR and
22 GRANTEE.

26 11. Notice of Intention to Undertake Certain Actions. The purpose of requiring GRANTOR to notify
GRANTEE prior to undertaking certain actions or activities as specified in paragraph 7, 8, 9 and 10
above, including, without limitation, each action, use and activity specified in this EASEMENT as
28 requiring GRANTEE's approval or notice and any other action, use or activity which might impair
the conservation values or otherwise defeat or frustrate the purpose of this EASEMENT, is to
afford GRANTEE an opportunity to ensure that any such activity is planned and carried out in a
30 manner consistent with the terms, conditions, or Purpose of this EASEMENT. GRANTOR shall
notify GRANTEE whenever applying to local, State or Federal agencies for any required permits or
32 authorizations, such as but not limited to the following: general plan amendment, rezoning, major,
minor or conditional land use, commercial or industrial building, natural resource use, timber
34 harvest, grading, stream crossing or alteration, water impoundment, wetland fill or alteration, gravel
extraction, surface or subsurface mining, or hydrocarbon or geothermal drilling. When
36 GRANTEE's approval of, or response to, a proposed action, use or activity is required, which shall
be defined to include without limitation any such activity on Wildwood that poses a
38 demonstratively and material threat to the terms, conditions, or Purpose of this EASEMENT,
GRANTOR shall notify GRANTEE in writing not less than forty-five (45) days prior to the date
40 GRANTOR intends to undertake the proposed action, use or activity in question. The notice shall
describe the nature, scope, design, location, timetable, and any other material aspect of the proposed
42 action, use or activity in sufficient detail to permit GRANTEE to make an informed judgment as to
the proposed action, use or activity's consistency with the terms, conditions, or Purpose of this
44 EASEMENT.

46 12. GRANTEE's Response GRANTEE shall give written response of its determination within thirty
(30) days after the receipt of GRANTOR's written notice under paragraph 11. In the event
8 GRANTEE reasonably fails to respond to GRANTOR's notice under paragraph 11 within said

2 thirty-day period, such notice shall be conclusively deemed accepted. GRANTEE's determination
4 shall be based upon the best scientific evidence available and GRANTEE's reasonable
6 determination that the proposed use or activity would be consistent with the provisions of this
8 EASEMENT. Acceptance shall be within the reasonable discretion of the GRANTEE and shall be
10 based upon conditions, which tend to further the Purpose of this EASEMENT. The non-response
12 or acceptance of the GRANTEE obtained in one circumstance shall not be deemed or construed to
14 be a waiver of notice by GRANTEE for any subsequent action, use or activity by GRANTOR under
16 this paragraph or paragraphs 7 or 8. This paragraph does not apply to action or activities specified
18 in Paragraph 9 or 10.

- 20 13. Mediation If a dispute arises between the parties concerning the interpretation or operation of this
22 EASEMENT, or in the event there is a dispute concerning the consistency of any proposed or
24 existing action, use or activity with the terms, conditions or Purpose of this EASEMENT, required
26 notice having been given as provided in paragraph 11, and the GRANTOR agrees not to proceed
28 with, or shall discontinue the disputed action, use or activity pending resolution of the dispute, the
30 parties agree they shall attempt to resolve the dispute through mediation. Either party may refer the
32 dispute to mediation upon request made in writing upon the other. Within fifteen (15) days of the
34 receipt of such a request, the parties shall select a trained and impartial mediator. If the parties are
36 unable to agree on the selection of a single mediator, then each party shall, within fifteen (15) days
38 of the receipt of the initial request, appoint a mediator, and the two mediators then selected shall
40 conduct the mediation jointly. Mediation shall proceed in accordance with the following
42 guidelines:

- 44 (a) Purpose The purpose of the mediation is to: (1) promote discussion between the parties; (2)
46 assist the parties to develop and exchange pertinent information concerning the issues in
48 dispute; and (3) assist the parties to develop proposals which will enable them to arrive at a
50 mutually acceptable resolution of the controversy. The mediation is not intended to result in
52 any express or *de facto* modification or amendment of the terms, conditions, or restrictions of
54 this EASEMENT.
- 56 (b) Participation The mediator(s) may meet with the parties and their counsel jointly or *ex parte*.
58 The parties agree that they will participate in the mediation process in good faith and
60 expeditiously, attending all sessions scheduled by the mediator(s). Representatives of the
62 parties with settlement authority will attend mediation sessions as requested by the
64 mediator(s).
- 66 (c) Confidentiality All information presented to the mediator(s) shall be deemed confidential and
68 shall be disclosed by the mediator(s) only with the consent of the parties or their respective
70 counsel. The mediator(s) shall not be subject to subpoena by either party. No statements
72 made or documents prepared for mediation sessions shall be disclosed in any subsequent
74 proceedings or construed as an admission of a party.
- 76 (d) Time Period Neither party shall be obligated to continue the mediation process beyond a
78 period of sixty (60) days from the date of receipt of the initial request, or if the mediator(s)
80 concludes that there is no reasonable likelihood that continuing mediation will result in a
82 mutually agreeable resolution of the dispute.
- 84 (e) Costs The costs of the single mediator shall be borne equally by GRANTOR and GRANTEE;
86 but should the parties be unable to agree as to the selection of a single mediator and instead
88 choose to each appoint a mediator each party agrees to pay all costs, fees and expenses of its
90 chosen mediator; in any event, the parties shall bear their own expenses, including attorneys'
92 fees, individually.

14. **Arbitration** If a dispute arises between the parties concerning the consistency of any proposed or existing action, use or activity with the terms, conditions, or Purpose of this EASEMENT which the parties have not resolved by the above mediation process, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with the use or activity pending resolution of the dispute, and upon the agreement of the parties to proceed to arbitration, within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in such instance, a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with sections 1280, et seq. of the California Code of Civil Procedure or any successor statute then in effect. The arbitration shall be determined in accordance with said statute, with the terms, conditions, and Purpose of this EASEMENT, and the applicable laws of the State of California, as the basis for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrators. Attorney's fees may be awarded to the prevailing party by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

15. **GRANTEE's Remedies**

(a) **Notice of Violation and Corrective Action** If GRANTEE determines that GRANTOR or any occupant of Wildwood is conducting or allowing an action, use, activity, or condition on Wildwood which is prohibited by the terms of this EASEMENT or that a violation of the terms of this EASEMENT is threatened, GRANTEE shall give written notice to GRANTOR of such violation or threatened violation and demand corrective action sufficient to cure the violation or terminate the threat, and, where the violation involves injury to Wildwood resulting from any use or activity inconsistent with the terms, conditions, or Purpose of this EASEMENT, to restore the portion of Wildwood so injured.

(b) **Injunctive Relief** If GRANTOR fails to cure the violation within thirty (30) days after receipt of notice thereof from GRANTEE, or under circumstances where the violation cannot reasonably be cured within said period, fails to begin curing such violation within said period, and/or fails to continue diligently to cure such violation until finally cured, GRANTEE 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 on Wildwood by temporary or permanent injunction, and to require the restoration of Wildwood to the condition that existed prior to injury. GRANTEE shall give at least twenty-four (24) hours notice to GRANTOR prior to seeking a temporary or permanent injunction.

(c) **Damages** GRANTEE shall be entitled to recover damages for tangible and specific diminution in EASEMENT values resulting directly from violation of the terms of this EASEMENT, or injury to any conservation values protected by this EASEMENT, as determined by arbitration or judicial proceedings, furthermore, GRANTEE hereby waives the right to claim punitive damages against GRANTOR. Without limiting GRANTOR's liability therefor, GRANTEE, shall apply any damages recovered pursuant to such arbitration or judicial proceeding according to the following priorities: first to the cost of undertaking any feasible corrective action on Wildwood; then, if any funds for damages should remain, the

balance to the Stewardship Endowment Fund. GRANTEE shall consult with GRANTOR regarding expenditure of the damages for correction and/or restoration of Wildwood.

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(d) Emergency Enforcement If GRANTEE can show reasonable and demonstrative cause to determine that emergency circumstances require immediate action to prevent or mitigate significant damage to the conservation values of Wildwood, GRANTEE may enter upon Wildwood under the access provisions found in 4(b) above, at reasonable times and for reasonable duration under the circumstances, for the sole purpose of assessing damage to the conservation values of Wildwood and determining any curative or mitigation actions that should be taken.

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(e) Scope of Relief GRANTEE's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms, conditions, and Purpose of this EASEMENT. GRANTOR and GRANTEE expressly agree that Wildwood, by virtue of its protected features, is unique and that a violation of this EASEMENT, and any ensuing harm or alteration of Wildwood, may result in damages that are irremediable and not subject to quantification. Accordingly, GRANTOR agrees that GRANTEE's remedies at law for any violation of the terms of this EASEMENT are inadequate and that GRANTEE shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which GRANTEE 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. GRANTEE's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity.

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Notwithstanding the forgoing, the GRANTEE shall not seek damages against GRANTOR for any acts of independent contractors or random acts of malicious theft or violence committed by independent parties with no direct connection to the GRANTOR, contractors or agents of the GRANTOR.

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16. Costs of Enforcement Any reasonable costs incurred by the GRANTEE related to reviewing materials and granting approvals as required by the terms of this EASEMENT shall be borne by the GRANTOR. Any reasonable costs incurred by the GRANTEE in enforcing the terms of this EASEMENT against GRANTOR, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by GRANTOR's violation of the terms of this EASEMENT, shall be borne by the GRANTOR. If GRANTOR prevails in any action initiated by GRANTEE to enforce the terms of this EASEMENT, GRANTOR's costs of suit, including, without limitation, attorney's fees, shall be borne by the GRANTEE. A prerequisite for any party filing a complaint pursuant to this EASEMENT, or to commencing mediation or arbitration, shall be a notice of an offer in compromise to settle the dispute; and that offer in compromise shall serve as the baseline for determining which party has prevailed in those matters in dispute.

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17. GRANTEE's Discretion Enforcement of GRANTEE'S rights under this EASEMENT shall be at the discretion of the GRANTEE, and any forbearance by GRANTEE to exercise its rights under this EASEMENT in the event of any breach of any term of this EASEMENT by GRANTOR shall not be deemed or construed to be a waiver by GRANTEE of such term or of any subsequent breach of the same or any other term of this EASEMENT or of any of GRANTEE's rights under this EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver.

- 2 18. Acts Beyond the GRANTOR's Control Nothing contained in this EASEMENT shall be construed
 4 to entitle GRANTEE to bring any action against GRANTOR, for any injury to or change in
 6 Wildwood resulting from causes beyond GRANTOR's control, including without limitation,
 8 government action, fire, flood, storm, and naturally occurring earth movement, or other natural
 event, or from reasonable action taken by GRANTOR under emergency conditions to prevent,
 abate, or mitigate significant injury to Wildwood resulting from such causes.

- 10 19. Access No right of access by the general public to any portion of Wildwood is conveyed or granted
 12 by this EASEMENT. Nothing in this EASEMENT shall be construed to preclude GRANTOR's
 14 right to grant access or other easements on, across, or within Wildwood to third parties, provided
 16 that such access or easement is subservient to this EASEMENT and does not cause or threaten
 18 damage to Wildwood's conservation values or otherwise violate the terms of this EASEMENT.

- 20 20. Notification of EASEMENT Provisions Any person granted any access or easement, or who
 22 resides, visits, works, or is otherwise present on Wildwood with the Permission of GRANTOR or
 GRANTEE shall be made aware by GRANTOR or GRANTEE, respectively, of the terms and
 conditions of this EASEMENT, if in the sole discretion of the GRANTOR or GRANTEE,
 respectively, determines that their Permittee's uses or activities may be affected by this
 EASEMENT. There is no liability on the part of GRANTOR or GRANTEE for failure to provide
 the notice described in this paragraph.

- 24 21. Agents All rights granted to the GRANTEE hereunder may be exercised by its authorized agents.

- 26 22. Costs, Legal Requirements and Liabilities GRANTOR retains all responsibilities and shall bear all
 28 costs and liabilities of any kind related to their ownership, operation, upkeep, and maintenance of
 Wildwood, including, the maintenance of available liability insurance coverage and compliance
 30 with government regulatory requirements applicable to Wildwood. GRANTOR remains solely
 32 responsible for obtaining any applicable governmental permits and approvals for any action,
 34 activity or use which GRANTOR proposes to undertake and is permitted by this EASEMENT; and
 GRANTOR shall undertake any such action, activity or use in accordance with all applicable
 36 federal, state and local laws, regulations and requirements. GRANTEE shall be responsible, at
 38 GRANTEE'S sole cost and expense, for obtaining any applicable governmental permits and
 40 approvals for any action, activity or use to be undertaken by GRANTEE which is approved by
 GRANTOR and is permitted by this EASEMENT; and GRANTEE shall undertake any such action,
 42 activity or use in accordance with all applicable federal, state and local laws, regulations and
 requirements. GRANTOR shall keep Wildwood free from any contractor's liens arising out of any
 work performed for, materials furnished to, or obligations incurred by GRANTOR. GRANTEE
 shall maintain liability insurance coverage for its activities in administration of this EASEMENT
 consistent with coverage maintained by other land trusts, and shall, upon GRANTOR'S request,
 provide to GRANTOR a copy of a certificate of insurance to evidence such insurance coverage in
 force.

- 44 23. Taxes GRANTOR shall pay or cause to be paid before delinquency all taxes, assessments, fees, and
 46 charges of whatever description levied on or assessed against Wildwood by competent authority
 (collectively "taxes"), including any such taxes imposed upon, or incurred as a result of, this
 EASEMENT, and shall furnish GRANTEE with satisfactory evidence of payment upon request.
 GRANTEE is authorized, but in no event obligated, to make or advance any payment of taxes, upon

15 days' prior written notice to GRANTOR, in accordance with any bill, statement or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement or estimate, and the obligation caused by such payment shall bear interest until paid by GRANTOR at the prime rate prevalent at the time in Oakland, California. 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.

24. Hold Harmless

(a) GRANTOR shall hold harmless GRANTEE and its members, directors, officers, employees, agents, attorneys, and contractors and the personal representatives, successors and assigns of each of them (collectively: "GRANTEE's Designated 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 Wildwood, unless due, as a substantial contributing factor, to the negligence or willful misconduct of any of the GRANTEE's Designated Parties; (2) GRANTOR's obligations specified in paragraphs 22 and 23; or (3) title defects that affect the enforceability of this EASEMENT. All GRANTOR's written agreements with agents and contractors shall also contain an equivalent hold harmless provision.

(b) The GRANTEE shall hold harmless the GRANTOR and its employees, agents, attorneys, and contractors and their heirs, personal representatives, successors and assigns of each of them (collectively: "GRANTOR's Designated 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 event suffered by any of GRANTEE's Designated Parties, or act or omission of the GRANTEE, unless it is determined in a jurisdictional court of law that such injury, death or damage resulted directly from GRANTOR'S gross negligence; or (2) GRANTEE's obligations specified in paragraphs 4(b) and 22. All GRANTEE's written agreements with agents and contractors shall also contain an equivalent hold harmless provision.

25. Warranty of Title GRANTOR represents and warrants to GRANTEE that it has not placed and has no knowledge of the placement of any mortgages, liens, or any other encumbrances against Wildwood other than those disclosed as exceptions in the Preliminary Title Report found in the Baseline Report.

26. Hazardous Substance

(a) Definition 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 ordinance, 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 "EP toxicity" and

2 (2) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable
4 for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource
6 recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced
8 waters, and other wastes associated with the exploration, development or production of crude
10 oil, natural gas, or geothermal sources.

12 (b) Non-Responsibility GRANTEE shall have no responsibility whatever for the operation of
14 Wildwood, the monitoring of hazardous conditions thereon, or the protection of GRANTOR,
16 the public, or any third parties from risks relating to conditions on Wildwood.
18 Notwithstanding any other provision of this EASEMENT to the contrary, the parties do not
20 intend and this EASEMENT shall not be construed such that (1) it creates in GRANTEE the
22 obligations or liabilities of an "owner" or "operator" as those words are defined and used in
24 the environmental laws, as defined below, including without limitation, the Comprehensive
26 Environmental Response, Compensation and Liability Act of 1980, as amended (42 United
28 States Code, sections 9601 et. seq.), or (2) it creates in GRANTEE the obligations or
30 liabilities of a person described in 42 United States Code section 9607 (a)(3), or (3)
32 GRANTEE has the right or obligation to investigate and remediate any hazardous substance
34 associated with Wildwood, or (4) GRANTEE has any control over GRANTOR's ability to
36 investigate and remediate any hazardous materials associated with Wildwood. GRANTOR
38 represents, warrants and covenants to GRANTEE that GRANTOR's use of Wildwood shall
40 comply with all environmental laws pertaining to a hazardous substance. The term
42 "environmental laws" includes, without limitation, any federal, state, local, or administrative
44 agency statute, regulation, rule, ordinance, order or requirement relating to environmental
46 conditions pertaining to hazardous substances.

24 (c) Indemnification GRANTOR agrees to indemnify, defend and hold harmless GRANTEE's
26 Indemnified Parties from any claims, judgments, damages, penalties, fines, costs, liabilities or
28 loss, including attorneys' fees, consultant fees and expert fees from or in connection with the
30 presence or suspected presence of hazardous substances in the soil, groundwater, or soil
32 vapor on or under Wildwood, unless the hazardous substances are present as a result of the
34 negligence or willful misconduct of GRANTEE's Indemnified Parties being a substantial
36 contributing factor or as a result of activities that occurred prior to GRANTOR's acquisition
38 of Wildwood. Without limiting the generality of the foregoing, the indemnification provided
40 by this paragraph shall specifically cover costs incurred in connection with any investigation
42 of site conditions or any clean-up, remedial, removal or restoration work required by any
44 federal, state or local governmental agency or political subdivision because of the presence or
46 suspected presence of hazardous substances in the soil, groundwater or soil vapor on or under
Wildwood, unless the hazardous substances are present as a result of the negligence or willful
misconduct of GRANTEE's Indemnified Parties being a substantial contributing factor.
Without limiting the generality of the foregoing, the indemnification provided by this
paragraph shall also specifically cover costs incurred in connection with: (1) hazardous
substances present or suspected to be present in the soil, groundwater or soil vapor on or
under Wildwood before the date this EASEMENT is executed; or (2) hazardous substances
that migrate, flow, percolate, diffuse or in any way move onto or under Wildwood after this
EASEMENT is executed; or (3) hazardous substances present on or under Wildwood as a
result of any discharge, dumping, spilling (accidental or otherwise) onto Wildwood, by any
person, corporation, partnership or entity other than GRANTEE or GRANTEE's Indemnified
Parties being a substantial contributing factor.

27. **Extinguishment** If circumstances arise in the future which render the terms, conditions, or Purpose of this EASEMENT impossible to accomplish, this EASEMENT can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which GRANTEE shall be entitled, after satisfaction of any prior claims, from any sale, exchange, or involuntary conversion of all or any portion of Wildwood subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by state law at the time, in accordance with paragraph 28.
28. **Valuation** This EASEMENT constitutes a real property interest immediately vested in GRANTEE, which, for purposes of paragraph 27, the parties stipulate to have a fair market value equal to the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. GRANTOR is under no obligation to seek a tax deduction or charitable benefit pursuant to the gift of this EASEMENT to GRANTEE; however, GRANTOR shall within one year of the recordation of this EASEMENT provide the above described valuation estimates to GRANTEE that are estimated by a qualified appraiser using valuation guidelines as determined by applicable provisions of the Internal Revenue Code.
29. **Condemnation** If the EASEMENT is taken, in whole or in part, by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public corporate or other authority, so as to terminate this EASEMENT in whole or part, GRANTOR and GRANTEE shall act jointly to recover compensation for their respective interests, GRANTOR's property ownership interest in Wildwood, and GRANTEE's interest in this EASEMENT, and all direct or incidental damages resulting therefrom, in accordance with applicable law. All expenses reasonably incurred by GRANTOR and GRANTEE in connection with the taking or purchase in lieu of condemnation shall be paid out of the amount recovered. GRANTEE's share of the balance of the amount recovered shall be in proportion to the ratio of the value of the EASEMENT as set forth in paragraph 28, to the value of Wildwood at the time of its condemnation without deduction for the value of this EASEMENT. If only a portion of Wildwood is subject to such exercise of the power of eminent domain, this EASEMENT shall remain in effect as to all other portions of Wildwood.
30. **Amendment** No amendment or modification of this EASEMENT shall be allowed.
31. **Assignment** This EASEMENT is transferable by GRANTEE, however, if such transfer is made, GRANTEE must assign its rights and obligations under this EASEMENT, in whole or in part only to an organization that is qualified at the time of transfer under Sections 501(c)(3) and 170 (h) of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Sections 815 et seq. of the California Civil Code, or any successor provision then applicable, (hereinafter referred to as a "Qualified Organization"). GRANTEE's successor entity, if any, shall expressly agree in an official action of its governing board, to abide by the terms, conditions, and Purpose of this EASEMENT in all its particulars. As a condition of such transfer, GRANTEE shall require that the Purpose of this grant continue to be carried out. GRANTEE agrees to give written notice to GRANTOR of a proposed assignment at least thirty (30) days prior to the date of such assignment and to obtain GRANTOR's approval in writing for said assignment, said approval not to be unreasonably withheld. GRANTOR shall respond within 20 days of the date of GRANTEE's written notice; if GRANTOR reasonably fails to respond within this time period, such failure shall be conclusively deemed as acceptance of the assignment. If GRANTOR reasonably refuses GRANTEE's choice of

2 an organization, GRANTEE shall use its best efforts to identify a Qualified Organization,
reasonably acceptable to GRANTOR.

4 32. Executory Limitation If GRANTEE shall cease to exist or to be a Qualified Organization and a
6 prior assignment is not made pursuant to paragraph 31, then GRANTEE's rights and obligations
8 under this EASEMENT shall become immediately vested in the Sonoma Land Trust, or another
10 Qualified Organization, either of which has been mutually agreed upon in writing by both parties
12 subsequent to the date of the EASEMENT. If the Sonoma Land Trust is no longer in existence at
14 the time the rights and obligations under this EASEMENT would otherwise vest in it, or if the
Sonoma Land Trust is not a Qualified Organization, or if it shall refuse such rights and obligations,
then the rights and obligations under this EASEMENT shall vest in such organization as a court of
competent jurisdiction shall direct pursuant to then applicable California law and with due regard to
the requirements for an assignment pursuant to paragraph 31 and to the reasonable interests of the
GRANTOR.

16 33. Subsequent Transfers GRANTOR agrees to incorporate the terms of this EASEMENT in any deed
18 or other legal instrument by which GRANTOR divests itself of any interest in Wildwood, or
20 portion of Wildwood, including, without limitation, any leasehold interest. GRANTOR further
22 agrees to give written notice to GRANTEE of the transfer of any interest in Wildwood at least thirty
24 (30) days prior to the date of such transfer. GRANTOR shall provide a complete copy of this
EASEMENT to its transferee prior to any such transfer. The failure of GRANTOR to perform any
act required by this paragraph shall not impair the validity of this EASEMENT or limit its
enforceability in any way. Such transfer of an interest in Wildwood is also subject the provisions of
Paragraph 9.

26 34. Estoppel Certificates Upon request by GRANTOR, GRANTEE shall, as soon as possible and not
28 later than thirty (30) days after receipt of such request, execute and deliver to GRANTOR, or to any
30 party designated by GRANTOR, any document, including an estoppel certificate, which certifies, to
32 the best of GRANTEE's knowledge, GRANTOR's level of compliance with any obligation of
GRANTOR contained in this EASEMENT and/or otherwise evidences the status of this
EASEMENT as may be reasonably requested by GRANTOR. Such documentation shall address
34 the condition of Wildwood as of the GRANTEE's most recent inspection. If GRANTOR requests
36 more current documentation, GRANTEE shall conduct an inspection at GRANTOR's cost within
forty-five (45) days of receipt of GRANTOR's written request therefor. GRANTEE may refuse to
execute and deliver any such document, including an estoppel certificate, only if GRANTOR is not
in compliance with one or more of GRANTOR's obligations hereunder.

38 35. Notices Any notice, demand, request, consent, or approval that either party desires or is required to
40 give to the other shall be in writing and shall be deemed to have been duly given if delivered by
42 hand to GRANTOR or in the case of GRANTEE, to its President or Secretary; or sent by mail,
44 postage prepaid, certified or registered mail, return receipt requested; or sent by facsimile,
46 electronic or telephonic means as may be available (with written confirmation simultaneously sent
by certified or registered mail) and addressed as follows:

To GRANTOR: WILDWOOD CONSERVATION FOUNDATION, P.O. Box 1078, Guerneville,
CA 95446, Attn.: Secretary.

To GRANTEE: GOLDEN STATE LAND CONSERVANCY, 215 West Standley Street, Suite 6, Ukiah, CA 95482, Attn.: Secretary.

Notice of change of address shall be effective only when given in accordance with this paragraph. All notices, demands and other communications made in compliance with this paragraph shall be deemed to have been received on the earlier of the following dates: on the date of hand delivery or on the date of receipt as evidenced by the certified or registered mail receipt.

36. Recordation This instrument shall be recorded by the GRANTEE in the Official Records of Sonoma County, California. GRANTEE may re-record this EASEMENT whenever re-recording is required to preserve GRANTEE's rights in this EASEMENT.

37. General Provisions

- (a) Controlling Law The interpretation and performance of this EASEMENT shall be governed by the laws of the State of California.
- (b) Liberal Construction Any general rule of construction to the contrary notwithstanding, this EASEMENT shall be liberally construed to give effect to the Purpose of this EASEMENT and the policy and purpose of Sections 815 et. seq. of the California Civil Code. 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.
- (c) Severability 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, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby so long as the purpose of this EASEMENT can still be carried out.
- (d) Entire Agreement This instrument sets forth the entire agreement of the parties with respect to the EASEMENT and supersedes all prior discussions, negotiations, understandings or agreements relating to the EASEMENT, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 30.
- (e) No Forfeiture Nothing contained herein is intended to result in a forfeiture or reversion of GRANTOR's fee title in any respect.
- (f) Joint Obligation The obligations imposed by this EASEMENT upon GRANTOR shall be joint and several.
- (g) 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, lessees and assigns, and shall continue as a servitude running in perpetuity with Wildwood.
- (h) Termination of Rights and Obligations A party's rights and obligations under this EASEMENT shall terminate upon the transfer of the party's interest in this EASEMENT or Wildwood, except that rights, obligations, and liability relating to acts or omissions occurring prior to transfer shall survive transfer.
- (i) 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.
- (j) Significance of Recitals The Recitals to this EASEMENT is integral and operative provisions of this EASEMENT.

(k) Construction In all matters of interpretation, whenever necessary to give effect to any clause of this EASEMENT, the neuter, masculine, and feminine include each other and the singular includes the plural, and the plural includes the singular.

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TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns forever.

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WITNESS the following signatures:

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GRANTOR: WILDWOOD CONSERVATION FOUNDATION

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DATED: _____ BY: _____
NORMAN D. SELF, EXECUTIVE DIRECTOR

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GRANTEE: GOLDEN STATE LAND CONSERVANCY, INC.

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DATED: 4/18/2003 BY: Mark L. Ranft
MARK L. RANFT, SECRETARY

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Attachments: Exhibit A, Legal Description of Wildwood
Exhibit B, Current Permitted Uses

(k) Construction In all matters of interpretation, whenever necessary to give effect to any clause of this EASEMENT, the neuter, masculine, and feminine include each other and the singular includes the plural, and the plural includes the singular.

TO HAVE AND TO HOLD unto the GRANTEE, its successors and assigns forever.

WITNESS the following signatures:

GRANTOR: WILDWOOD CONSERVATION FOUNDATION

DATED: 04.18.03 BY: Norman D. Self
NORMAN D. SELF, EXECUTIVE DIRECTOR

GRANTEE: GOLDEN STATE LAND CONSERVANCY, INC.

DATED: _____ BY: _____
MARK L. RANFT, SECRETARY

Attachments: Exhibit A, Legal Description of Wildwood
Exhibit B, Current Permitted Uses



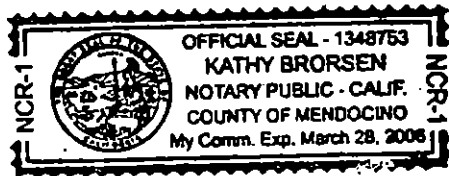
STATE OF CALIFORNIA }
 COUNTY OF Mendocino }ss.

On April 18, 2003 before me, Kathy Brorsen, personally
 appeared Mark L. Ranft

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

WITNESS my hand and official seal.

Signature *Kathy Brorsen*



(This area for official notarial seal)

Title of Document:	
Date of Document:	No. of Pages:
Other signatures not acknowledged:	



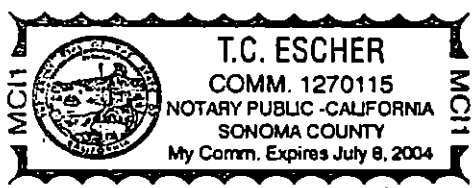
STATE OF CALIFORNIA }
COUNTY OF SONOMA } ss.

On April 18, 2003 before me, T.C. Escher, personally appeared Norman D. Self

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

WITNESS my hand and official seal.

Signature T.C. Escher




(This area for official notarial seal)

Title of Document:
Date of Document: No. of Pages:
Other signatures not acknowledged:

Aerial Photograph,
property boundary,

Data sources: DEM: USGS BARD;
Parcel: SCAPOSD;
Air Photo (2000): County of Sonoma

 Approximate Property
Boundary

 40 ft Topographic
Contours

Wildwood Conservation
Foundation
20111 Old Cazadero Road
Guerneville, Ca 95446



GIS/GPS Project
Jan 2003

**Baseline Exhibit 3:
BASELINE SITE MAP WITH PHOTO LOCATIONS**

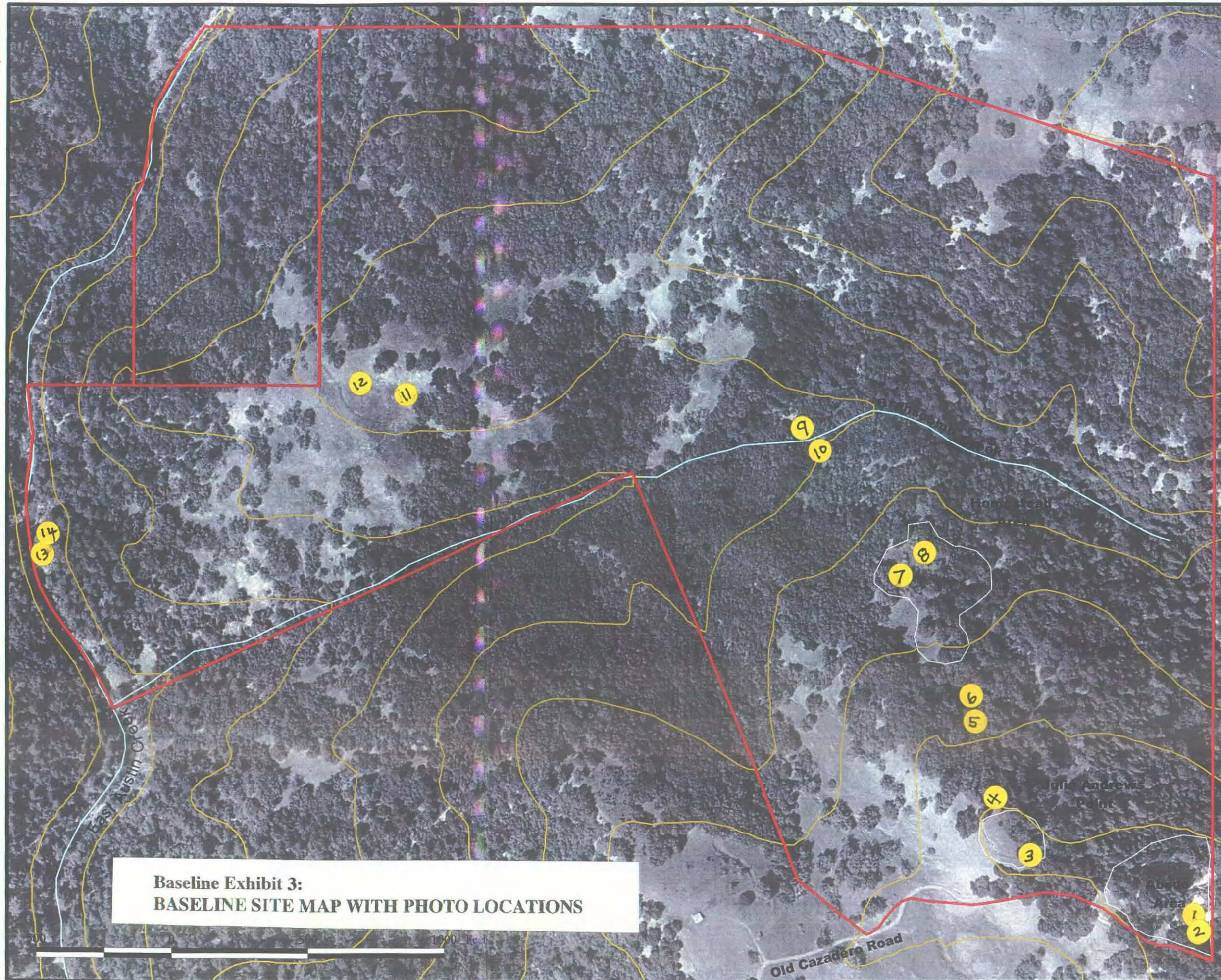


Exhibit 4, Documentary Photos, Page 1



Photo # 1 Location: Abode area Landowner initials: ____
Bearing: 43° Description: main building with parking area



Photo # 2 Location: Abode area Landowner initials: ____
Bearing: 6° Description: yurt, service building & orchard area

Exhibit 4, Documentary Photos, Page 2



Photo # 3 Location: Julie Andrew's Point Landowner initials: _____
Bearing: 280° Description: open area on Point



Photo # 4 Location: giant oak near JA Point Landowner initials: _____
Bearing: 192° Description: giant old oak tree



Photo # 5 Location: ridgetop road in S.E sector . Landowner initials: ____
Bearing: 320° Description: unimproved road going to old homestead area.



Photo # 6 Location: next to road above homestead. Landowner initials: ____
Bearing: 5° Description: remnant stump from old logging

Exhibit 4, Documentary Photos, Page 4



Photo # 7 Location: old homestead area . Landowner initials: ____
Bearing: 20° Description: old homestead area showing clearing and remnant fencing



Photo # 8 Location: old homestead area. Landowner initials: ____
Bearing: 290° Description: clearing w/black walnut tree



Photo # 9 Location: Branscomb Creek. Landowner initials: ____
Bearing: 162° Description: minor bank erosion on creek bank.



Photo # 10 Location: Branscomb Creek. Landowner initials: ____
Bearing: 308° Description: creek channel w/old road crossing



Photo # 11 Location: ridgetop knoll, western area. Landowner initials: ____
Bearing: 320° Description: open area viewed from old roadway.



Photo # 12 Location: ridgetop knoll, western area. Landowner initials: ____
Bearing: 240° Description: looking down to E. Austin Creek.



Photo # 11 Location: ridgetop knoll, western area. Landowner initials: ____
Bearing: 320° Description: open area viewed from old roadway.



Photo # 12 Location: ridgetop knoll, western area. Landowner initials: ____
Bearing: 240° Description: looking down to E. Austin Creek.



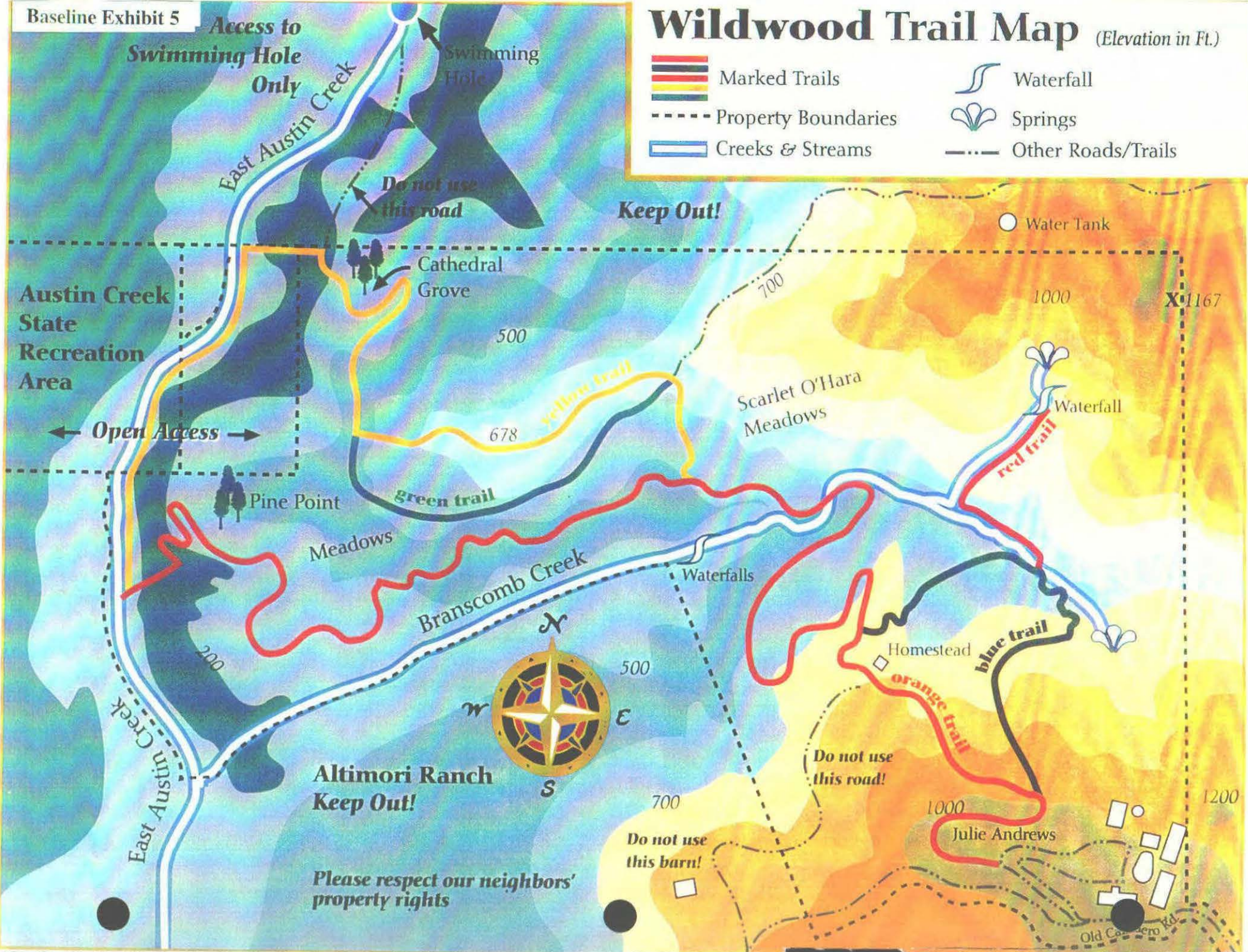
Photo # 13 Location: E. Austin Creek. Landowner initials: _____
Bearing: 165° Description: creek looking downstream, Wildwood on left side.



Photo # 14 Location: E. Austin Creek. Landowner initials: _____
Bearing: 279° Description: E. Austin Creek, Wildwood at bottom of photo.

Wildwood Trail Map (Elevation in Ft.)

-  Marked Trails
-  Property Boundaries
-  Creeks & Streams
-  Waterfall
-  Springs
-  Other Roads/Trails



Access to Swimming Hole Only

Swimming Hole

Do not use this road

Keep Out!

Austin Creek State Recreation Area

Open Access

Cathedral Grove

500

700

1000

X1167

Scarlet O'Hara Meadows

Waterfall

Pine Point

Meadows

green trail

678

Waterfalls

Branscomb Creek

Homestead

blue trail

Do not use this road!

500

Altimori Ranch Keep Out!

Do not use this barn!

1000

Julie Andrews

1200

Please respect our neighbors' property rights

Old Camino Rd

Baseline Exhibit 6

Wildwood - Abode Area site plan showing existing facilities as of 1/03

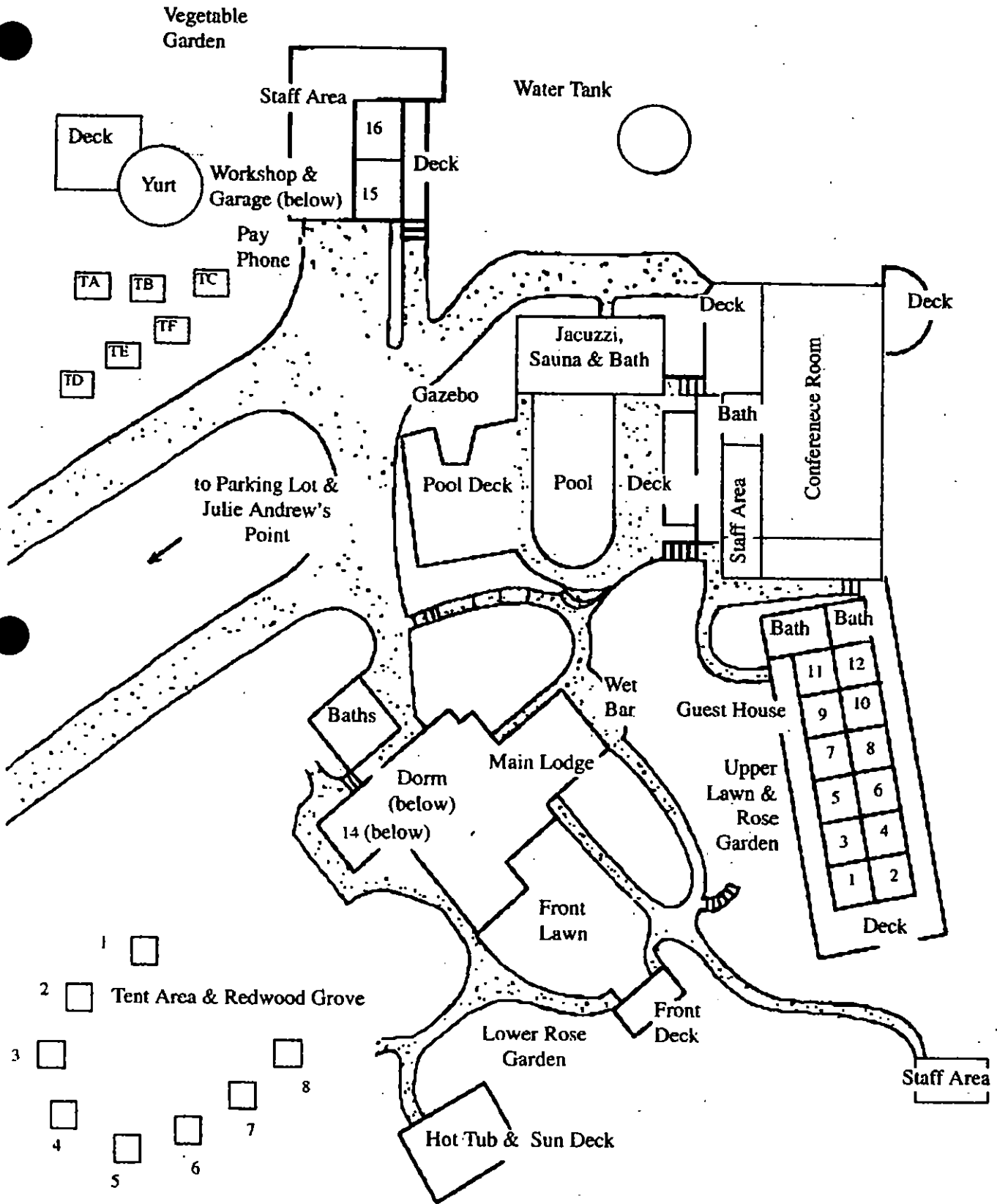


Exhibit A

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE:

BEING a portion of Section 15, Township 8 North, Range 11 West, M.D.M. , and particularly described as follows:

BEGINNING at a point in the center of the County Road leading from Guerneville to Cazadero, said point is North 958.0 feet from the Northeast corner of the Southeast quarter of the Southeast quarter of Section 15; thence from said point of beginning and along the center of said road, South 45° 39' west 170.5 feet, thence North 74° 21' West 177.0 feet; thence North 38° 06' West 125.0 feet; thence North 48° 38' West 194.5 feet; thence North 75° 223' West 97.6 feet; thence South 73° 32' West 136.0 feet; thence North 85° 01' West 404.0 feet; thence South 24° 59' West 118.8 feet; thence South 66° 59' West 159.9 feet; thence leaving the center of said road, North 45° 01' West 23.5 feet to an iron pin; thence on the same course 100.0 feet to a white oak tree 16" in diameter; thence North 55° 16; West 189.5 feet to a live oak tree 16" in diameter, blazed on four sides, said tree stands at the head of what is known as "Wagon Gulch"; thence along the center of said gulch North 23° 25' West, 1570.0 feet to the center of Branscomb Creek; thence down the center of said creek, South 67° West 2290.0 feet to the center of East Austin creek, thence up the center of East Austin Creek to the South line of the Northwest quarter of the Northwest quarter of Section 15; thence East to the Southeast corner of the West one-half of said northeast quarter of the Northwest quarter; thence North to the Northline of the Northeast quarter of the Northwest quarter of Section 15; thence East to the Northeast corner of Section 15; thence South to the point of beginning.

PARCEL TWO:

THOSE certain rights of way particularly described in that certain Deed made by Newton J. Grider and Jessie Grider, husband and wife, to Christine Proschold dated October 26, 1920 and recorded November 9, 1920 in Liber 393 of Deeds, Page 324, Sonoma County Records.

PARCEL THREE:

AN EASEMENT for ingress and egress to the State Park on remaining lands of Vernon W. Corley and Juanita Corley, his wife, lying within the West 1/2 of Northeast 1/4 of the Northwest 1/4 of Section 15, and the South 1/2 of the Southwest 1/4 of Section 10.

PARCEL FOUR:

AN EASEMENT for general road and utility purposes over that portion of the easement that runs over the remaining lands of Vernon W. Corley and Juanita Corley, his wife, which has been reserved in the Deed from Vernon W. Corley et ux to James B. Keegan, et ux, recorded July 25, 1968 in Book 2343, page 241, under Recorder's Serial No. K-86308, Official Records of Sonoma County.

APN: 106-230-008

PARCEL FIVE:

West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 8 North, Range 11 West, M.D.M.

Excepting any portion Westerly of the centerline of East Austin Creek.

APN: 106-230-007-000

EXHIBIT B

Current Permitted Uses Wildwood Conservation Easement

Current land uses and activities carried out at Wildwood that are permitted uses under the terms of this easement:

- Operation of a retreat and guest serving operation at the Abode Area.
- Continued use of staff housing in the Abode Area.
- Cutting of firewood for domestic use.
- Moderate clearing of brush, trees and accumulated fuel on the periphery of the Abode Area.
- Thinning of trees and reduction of fuel loads in the forested areas of the property.
- Removal or treatment of diseased or unsafe trees.
- Removal of noxious weeds and plants.
- Control of feral pigs.
- Cutting of down trees for lumber or for access purposes.
- Reforestation activities, including planting of trees, thinning, misc. harvest.
- Minimal, occasional harvest of trees for on-site construction purposes, which shall not exceed 10,000 board feet of lumber in any ten year period from live trees.
- Wilderness camping.
- Nature hikes and study, including collecting of plants and plant specimens of various types.
- Gatherings for social or recreation purposes at Julie Andrews Point.

Wildwood Conservation Easement Monitoring Report

Date Prepared: February 26, 2008

Prepared for:
Bob Whitney, President of
Golden State Land Conservancy
23801 Iris Terrace
Willits, CA 95490

Prepared by:
Meghan Reeves, Forestry Technician

KENT & ASSOCIATES
Forest Resources Planning and Management
P.O. Box 1914
Healdsburg, CA 95448
(707)433-7308 phone
(707)433-7347 fax
mreeves04@sbcglobal.net

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Agency Review (Permit History)

Sonoma County PRMD Permits Issued Since 5/7/03, AP 106-230-007				
<i>Number</i>	<i>Date</i>	<i>Status</i>	<i>Type</i>	<i>Description</i>
None				

Sonoma County PRMD Permits Issued Since 5/7/03, AP 106-230-008				
<i>Number</i>	<i>Date</i>	<i>Status</i>	<i>Type</i>	<i>Description</i>
None				

**Obtained via Permit History search (searched by APN) on
 Sonoma County's Permit & Resource Management Department website
<http://prmd.sonoma-county.org/ph-search.aspx>*

CALFIRE Permits Issued Since 5/7/03, AP 106-230-007,8				
<i>Number</i>	<i>Date</i>	<i>Status</i>	<i>Type</i>	<i>Description</i>
None				

**Obtained via Forest Practice watershed maps
 CALFIRE, Northern Region
 Resource Management
 135 Ridgway Ave.
 Santa Rosa, CA 95401*

Site Visit Findings

On February 26, 2008 Martin Meier gave me an overview of Wildwood Conservation Easement area and provided me with a trail map. (Refer to Appendix A for the Conservation Easement Monitoring Checklist and Field Map.)

No new construction has occurred. Martin stated that Wildwood would like to construct a ropes-course in a wooded area and asked if this was in keeping with the terms of the easement. I gave my opinion that constructing a ropes course by stringing ropes between trees and constructing some platforms (without removing trees six inches in diameter at breast height) was permissible but I referred Martin to Bob Whitney for the definitive answer.

Active erosion was observed on the property. Nearly all hiking trails traversed for this monitoring report contained inadequate drainage facilities. At multiple points watercourses and springs were diverted onto the trail and traveled along the trail before being discharged at a point not in alignment with the original stream channel. Some rip rap has been placed in an attempt to halt erosion of the trails. The hiking trails do not appear to be accessible by ATV or truck so options are limited. It is suggested that Wildwood be provided with some educational materials on the correct construction of watercourse crossings and that some waterbars be constructed by hand shovel on steeper sections of trail.

Extensive pig rooting and damage was observed. Eight adult pigs and 17 piglets were observed near the old homestead. The pigs were somewhat tame and had to be intimidated into clearing off the trail. Pig damage is exacerbating the erosion problems along the trails as the pigs seem to favor the trail shoulders for easy rooting. Reducing the feral pig population could reduce on-site erosion.

The property was immaculate and free of litter.

There was no evidence of public trespass onto the property.

No violations of the terms of the conservation easement were observed but erosion control measures could be improved.

Golden State Land Conservancy
CONSERVATION EASEMENT MONITORING REPORT CHECKLIST

Name of Monitor: Bob Whitney/Meghan Reeves

Completion Date: 2/26/08

Property Name: Wildwood

Acreage: 210

County: Sonoma

Address: 20111 Old Cazadero Rd, Guerneville, CA Directions from Guerneville: Head south on River Road for 1/4 mile and turn right on Old Cazadero Road. It is 6 miles from this point to the front gate. After the first mile or so, you cross a bridge and have to turn when you see a house directly in front of you. Turn right, and then immediately take the left fork to stay on "Old Cazadero Road". Ignore right hand turns for Fern Way and Arroyo. After 1/2 mile the road makes a sharp turn to the right, crosses a bridge, and begins to climb. Be careful not to continue straight at this point; you would end up on a neighbor's driveway. Stay on the paved road for another 4+ miles to the gate. There is very poor cell phone reception in the area.

CE Date: 5/07/03

CE Grantor's Name Wildwood Conservation Foundation

Current Owner: Wildwood Conservation Foundation

Contact Person: Tim Stoddard or Martin Meier Phone: 632-5200 or 632-5321

Abridged Purpose of Conservation Easement

1. Maintain Wildwood's forestland in a natural state and condition. There are extensive oak woodlands, grasslands and an Old Growth grove of redwoods in the northwestern corner of the property along East Austin Creek.
2. Maintain Wildwood in no more than one parcel and prohibit subdivision.

Assessor Parcel Numbers

Sonoma County: 106-230-007 & 008

Agency Review (make a summary list of any permits issued since 5/07/03 by type and date, etc.)

1. Provide permit history via Sonoma County's Permit History website (<http://prmd.sonoma-county.org/ph-search.aspx>).
2. Review file or call CDF for any THP or Notice of Timber Operations or other permit activity.

Schedule Site Visit

3. Schedule monitoring visit & invite Landowner. Date: 2/26/08

Site Visit Date

4. Bring this monitoring checklist, digital camera, & notepad.
5. Visit all accessible areas of the property and take photos in the four cardinal directions; please note any significant activity, such as timber operations, road construction, other grading, building, or other physical impacts to the property.

6. Visit all new development or activity of any significance, such as timber operations; and take photos from all appropriate vantage points, document type of development or activity, and review with property representative.

General Comments (Please attach Field Notes):

Met Martin at 11 am. Martin showed me Julia Andrews Point and loaned me a trail map. We split up and I went to the Cathedral Grove on my own. Rills along trails. Diverted watercourses. Pig rooting. Somewhat tame pigs by homestead. Did not have chance to go over trail drainage and erosion findings with Martin. Will need to follow up about erosion, obtaining a digital copy of the new trail map (out in March) and ropes-course.

Monitoring Report

Prepare and email the Monitoring Report based on this checklist to GSLC (file type: pdf, and 10MB limit). Please include labeled photos, maps, and any new information gathered.

Monitoring Hours

Please include in the email memo the total monitoring hours. Total site visit monitoring hours for this property, including travel, should be no more than three hours. Total office monitoring hours for this property, should be no more than two hours, including the monitoring report.