ACKNOWLEDGMENTS

In keeping with connectivity of the Paula Lane Nature Preserve open space project to Sonoma County conservation efforts and broad support from citizens in the San Francisco Bay Area, we express gratitude for the support and guidance of Joan Vilms Consulting, Bodega Land Trust, Sonoma Land Trust, LandPaths, Petaluma Wetlands Alliance, Madrone Audubon Society, Russian Riverkeeper, Rose Foundation for Communities and the Environment, Friends of Paulin Creek, Friends of Villa Grande, Sonoma County Conservation Council, iNaturalist, Worth a Dam/Martinez Beavers protectors, Bioconsultant LLC, Sonoma Co. Fish and Wildlife Commission, biologist Dan Nelson, Susan Brandt-Hawley, Esq., Irv Piotrkowski, Esq., biologists of the California Department of Fish and Wildlife, Brock Dolman and the Occidental Arts & Ecology Center, daily acts, Andrea Mackenzie and the Bay Area Open Space Council, Southern Sonoma County Resource Conservation District & Sotoyome Resource Conservation District, Pepperwood Preserve, Petaluma Arts Council, El Dia de Los Muertos community, Rebuilding Together Petaluma, members of the Citizens Advisory Committee of Sonoma County Agricultural Preservation and Open Space District, staff and management of Sonoma County Agricultural Preservation and Open Space District, George Martinez, Esq., and Alice and Dale Vesterfelt and Diana Corralejo, former owners of the Paula Lane property who became willing sellers and patiently moved through the process over a period of years.

With guidance and mutual support of strong conservation and community service organizations in Sonoma County and the Bay Area, achieving goals for our communities, connecting to the land and Nature, may always be possible – even if those goals take a very long time to reach, step by step, paw print by paw print, winged flight by winged flight, inch by inch, mile by mile.
SECTION 1

INTRODUCTION AND BACKGROUND

The Paula Lane Nature Preserve, an 11.22 acre property on Paula Lane, comprised of annual grassland, upland habitat, and mature clustered trees, 1.4 miles west of downtown Petaluma and in a rural neighborhood, transitioning to rural West Petaluma, has received regional recognition in two areas:

(1) The community organized in 2001 and sustained through opposing a residential development proposal, then advocated for an additional six years for the property to become protected and acquired open space for the City of Petaluma in the Open Space District’s Matching Grant program. The tenacity and perseverance of the group has been recognized by local and regional media, such as KRCB-FM Radio, Bay Nature Magazine, and the San Francisco Chronicle. Throughout the years, grassroots fundraising, community outreach and cooperation were and continue to be hallmarks of the nonprofit, Paula Lane Action Network. The long-awaited acquisition has completed and project implementation and management now begin. Cooperation among all engaged in the process – elected officials, City of Petaluma management and staff, the community group, which organized into a 501c3 nonprofit organization in 2004, fiscal sponsor Bodega Land Trust, County officials and staff of the Sonoma County Agricultural Preservation and Open Space District, with broad support expressed locally and regionally, have brought this property into the consciousness of the San Francisco Bay Area and Bay Delta Region. People feel hope about the “little person” being able to organize and sustain to bring protection for wildlife and appreciation for and education about open space and ecosystems in our communities.

(2) Strong advocacy by Paula Lane Action Network has been based in enhancing awareness and educating about the special nature of the “Paula Lane property” as it has come to be known – because of a 100-year-old habitat area for American Badger, a California Species of Concern, along with multiple other wildlife species, including over 100 identified migratory and resident birds. The atmosphere on Paula Lane is quiet and rural, with no nighttime lighting, supporting a diverse and abundant nocturnal life for the wild. The delicate balance of humans residing in the area with beloved wildlife, with the City of Petaluma’s downtown nearby, supports the American Badger sustaining with an active presence year-round on the Paula Lane property and in the wildlife corridor between Bodega Avenue and Schuman Lane. Twelve plus years of observation of badgers and their burrowing patterns and
seasonal behaviors continue to contribute to regional awareness about an elusive mammal about whom little was known state-wide until Paula Lane Action Network's dedication and observation began, culminating in the ability to share information with scientists and other naturalists. The Conservation Easement placed and held in perpetuity by the Sonoma County Agricultural Preservation and Open Space District establishes the priority of protecting Conservation Values of this special property in a unique upland habitat area.

The open space project is multifaceted and will provide passive recreation in an underserved area – in unique and harmonious ways – with artistically designed benches, carefully placed for wildlife viewing but not wildlife disturbance, along with enjoyment of gardens and quiet respite from urban life. In addition, two residences on the property are rented and occupied, and the project will represent community at its best - with respect for privacy of the residents and collaboration with the residents for harmonious living on a public property.

This Management and Work Plan therefore sets forth the City of Petaluma’s Paula Lane Nature Preserve, open space project, a passive recreational and high level conservation project, to include education and agriculture in the context of honoring Conservation Values of upland habitat and diverse wildlife. The Matching Grant Agreement is Exhibit 2 of the Plan. The Conservation Easement is Exhibit 3 of the Plan. The Project will be part of the City of Petaluma’s inventory of parks and open space and will be in the Sonoma County Agricultural Preservation and Open Space District’s Matching Grant Project portfolio for Sonoma County.
SECTION 2

PROJECT STRUCTURE

The Paula Lane Nature Preserve will feature heightened awareness in South Sonoma County about upland habitat, fragile and active ecosystems, wildlife and wildlife corridors, with activities and restraint to appreciate and learn about natural resources and how to support biodiversity. The Conservation Easement requirement of protecting Conservation Values on the property will always encompass plans and activities.

Policy: Conservation Easement – Land Uses – 5.2 – Use of the Property is restricted solely to natural resource protection, habitat restoration and enhancement, recreational and educational, agricultural and residential uses as defined in this Section 5.2. Commercial or industrial use of or activity on the Property is prohibited except for those commercial uses expressly reserved in Section 5.2.4, 5.2.5, and 5.2.6.

5.2.1 Natural Resource Protection. GRANTOR may take all actions necessary or appropriate to preserve and protect the natural resources of the Property in accordance with sound, generally-accepted conservation practices. GRANTOR and DISTRICT acknowledge that the Property and its natural resources are protected by this Easement and shall not be available to mitigate for the environmental impacts of projects located off site...

The Project will contain the following elements, to complement and support goals of conservation, protection and enhancement of natural resources, passive recreation and wellbeing for humans:

1. Habitat Preservation and Restoration
2. Native garden(s) and Sustainable Agriculture (Agriculture Area designated in Sonoma Co. Agricultural Preservation and Open Space District’s Baseline Site Map)
3. Public Access
4. Education and research
5. Residences and Structures (Building Envelope designated in Conservation Easement, which is Exhibit 3 of this Plan)

See Exhibit 1, Conceptual Plan for general project layout.
The Financial Pro Forma to be developed by Paula Lane Action Network for the City of Petaluma’s Accounting Process and Disbursement from Maintenance Funds 1 and 2 will be based on the five above-described Project Elements.

This Management Plan may be amended as needed with approval of the Sonoma Co. Agricultural Preservation and Open Space District.
SECTION 3

IMPLEMENTATION PLAN

With approval of this Management Plan by the Sonoma Co. Agricultural Preservation and Open Space District, the Implementation Plan will begin. Between December 2012 and December 2016, Project elements will be installed and phased, to be complete and interactive by December 6, 2016.

SIGNAGE & FENCING

Planned signage shall comply with Conservation Easement requirements, Section 5.4.9. (Exhibit 3, page 11).

The primary Paula Lane Nature Preserve sign, measuring approximately 4.5 feet by 3.5 feet, or 15.75 sq. ft. and featuring logos of partners City of Petaluma, Sonoma Co. Agricultural Preservation and Open Space District, and Paula Lane Action Network, will be created and approved, with placement to be determined and costs to be shared.

Additional signage at the Preserve will be effective, yet minimal, to provide direction to remain on the public access trail, respect wildlife, respect the land, and enjoy the experience. Currently, small signs, measuring 4 inches by 12 inches, are displayed “Protected Habitat – No Entry” in areas on Paula Lane and Sunset Drive to delineate protected habitat. These will be replaced over time with directional and informational signage.

An Interpretive Kiosk, measuring approximately 6 feet H by 4 feet W by 1 foot D, will be installed at the main Preserve entrance, with rules, hours of operation, and educational information about special features and natural resources on the property.

Planned fencing shall comply with Conservation Easement requirements, Section 5.4.7. (Exhibit 3, page 10).
For fencing, preference will be given to hedge rows for natural fencing, especially in bordering habitat areas to delineate trail from habitat. Security fencing, where necessary, will be wildlife friendly. The Arts community may be engaged to help create artistic fence posts in combination with hedge row planting, for a pleasant, effective, and gentle aesthetic to the Preserve perimeter. This fencing replacement would be completed in phases by year 4. Any additional needed fencing may be similar to Shollenberger Park in Petaluma, where the walking trail is separated from habitat areas – allowing wildlife to pass and preventing human encroachment – with a simple structure of small wooden posts and a continuous cable comprising the actual fence.

SECURITY

Paula Lane Action Network as the Property Manager will have an active and daily presence on the property. Security needs will be addressed through the Sonoma County Sheriff’s Department and the Petaluma Police Department when required. Fire Prevention needs and questions will be addressed through the City of Petaluma Fire Department and Wilmar Volunteer Fire Department. Perimeter fencing will remain in place at all times with signage to prevent human encroachment into habitat. An entry gate will be closed at night or when the Preserve is closed. An orientation and permit process for access to the Preserve, similar to LandPaths’ orientation and permitting process, may be considered and implemented. Hours of Open Preserve time for public access will be posted at the entrance.

HABITAT PRESERVATION & RESTORATION

Natural features of the property are comprised of annual grassland and mature trees. This baseline habitat will be enhanced over time with native plantings in appropriate areas. Annual vegetation management for fire prevention will be a component of habitat preservation, carefully planned and carried out to County vegetation management specifications as well as recommendations from the State Dept. of Fish and Wildlife for managing sensitive habitat areas for fire prevention. Restoration and vegetation management activities will be undertaken in accordance with Conservation Easement requirements, Section 5.5 (Exhibit 3, pp.11-13).
An updated Tree Report by Arborist Damien McAnany (see Appendix A) will guide tree care and maintenance. Hedge row planting to enhance privacy for the two residences as well as enhance habitat values will be considered. Native plantings for habitat enhancement will be a primary component of the habitat restoration program. A native grass experimental planting program will be considered over time.

The swale at the western end of the property, with a seasonal winter wetland, may be considered for a wetlands enhancement project via the Educational program, to enhance natural features that attract migratory wildlife to the property year after year.

An evolving team of naturalists, arborists, permaculturists, biologists and educators will, over time, guide the process for optimal habitat restoration practices, to support multiple and varied wildlife species in the Paula Lane area and provide an aesthetically pleasing and educational experience for human visitors, including students, to the Preserve. Permaculture principles and sustainable practices will be employed with each project. Biological resources that need to be removed or modified will remain on the property and be used in different forms. Example: Wildlife habitat cover pile from branches trimmed from trees.

Approval will be sought from the Sonoma Co. Agricultural Preservation and Open Space District for any activities involving significant surface alteration.

An additional component of the Habitat Preservation plan will be the interface between habitat and sustainable agricultural activities, more fully described in the section below, Native Garden(s) and Sustainable Agriculture.

**Native Garden(s) & Sustainable Agriculture**

A Hummingbird & Butterfly garden will be planted in proximity to the public access trail and the sustainable agriculture area. The Hummingbird & Butterfly Garden will be connected to the sustainable agriculture area along the Paula Lane frontage, where perennial and natural agricultural activity, blending with the land, will feature berries, fruits and nuts and possibly medicinal herbs native to the Sonoma County area. Living fences around the sustainable agriculture area will be the interface with sensitive habitat – and the experience with this feature will inform and educate both the community and local students. What is possible? What is most beneficial? – to conserve natural resources and also enjoy sustaining an agricultural program with the least impact on the land and the best balance?
At the Preserve, there will be no raising of livestock or animals for any agricultural or other purpose.

A Certified Organic status may be pursued for native crops that are grown, depending on the direction of the agricultural portion of the project and benefits of the certification. No pesticides or insecticides will be used at the Preserve in the agricultural area or otherwise. The California Alliance of Family Farmers and the California Native Plant Society will be valuable resources in this regard.

PUBLIC ACCESS

The Paula Lane area and this property in particular have long been enjoyed for respite and peace and quiet by visitors and many community members. The property is located in an underserved area for parks, recreation and open space in Petaluma and will provide a passive recreational resource for visitors and residents. The land’s topography and planned public access trails support use by senior citizens and persons with physical challenges.

Five project elements will satisfy a holistic approach to offer public access to the Nature Preserve. These include:

- Wildlife viewing area with an artfully designed bench.
- Wildlife viewing and vista area on hilltop.
- A sunset viewing area with a bench, to enjoy beautiful sunsets.
- A covered bicycle rack inside the Preserve entrance.
- A perimeter trail and a trail into the Preserve, to the hilltop.

The perimeter trail, bordering Sunset Drive and the Paula Lane frontage, will be accessible to the public at all times. The sunset viewing area with bench will be accessible to the public at all times. An orientation program and introductory guided walk will be provided to members of the public desiring access into the Preserve, to the hilltop. The orientation will include rules related to passing private residences and accessing the trail to the hilltop, adjacent to sensitive habitat.

The Project elements individually and collectively will offer a variety of public access opportunities – low impact – small “footprint” of impact on the land – and, at the same time, satisfy and provide respite from urban life and an experience with Nature.
RESIDENCES & STRUCTURES

An innovative and interesting component of the Paula Lane Nature Preserve is the presence of two residences, rented to provide housing in a natural setting and funding to help maintain the property and implement and manage the open space project. The rentals are governed by the Residential Lease Agreements created and agreed upon by the City of Petaluma and Paula Lane Action Network (Exhibit 4). In accordance with the City/PLAN Agreement, PLAN will function as the City’s Property Manager for the residences and issues associated with the residences. Residents’ privacy will be protected and honored and, at the same time, residents are aware they reside on a public property where public access will be a normal and usual part of daily life.

A shed barn within the building envelope of the property will be remodeled over time with the potential to include a native plant propagation shade house, a storage area for tools and supplies, and uses for educational programs. The barn is easily accessed within the Building Envelope and located along the future public access trail and driveway.

PARKING

Residents will occupy 3 parking spaces within the property, and parking spaces will be located within the Building Envelope. A gravel parking space along the property’s perimeter, near the main entrance, will be created. Public parking is available north of the entrance on Paula Lane, West Street and Sunset Drive. Walking or bicycling or van-pooling (for students not within walking distance) will be encouraged as part of the 21st Century focus on health, wellbeing and less vehicular carbon emissions.
SECTION 4

EDUCATION
RESEARCH AND CONSERVATION IN SONOMA COUNTY

BADGERMAP

BadgerMap, a research project of Paula Lane Action Network and currently maintained on iNaturalist, will be featured at the Paula Lane Nature Preserve and shared with visitors. Data and photo-documentation from the Preserve and BadgerMap will be provided to agencies and organizations responsible for species protection and those researching upland habitat, wildlife movement, biodiversity, and climate change impacts. BadgerMap and Preserve habitat monitoring will be included in the educational program.

BADGER SOUNDSCAPE

Badger Soundscape will be an audio catalog project of the wild sounds of Nature at the Paula Lane Nature Preserve. Using selectively placed, noninvasive audio equipment, the sounds of the wild will be documented and developed into audio recordings. American Badger is the anchor wildlife species of the Paula Lane Nature Preserve. What are the many related sounds in this upland habitat area? Badger Soundscape will provide material for educational tools for environmental studies.

A small weather station to collect data may be considered as a technology educational project, with the intent to interface with other organizations collecting similar data for climate change analysis and habitat impacts over time.

The property is within walking distance of three schools in West Petaluma. Teachers will be encouraged to utilize the Preserve as an outdoor learning classroom in upland habitat and environmental studies, as well as sustainable agriculture.
PLAN will coordinate with established outdoor environmental educational programs in Sonoma County for mutual support and collaboration and to provide information for other programs about American Badger in upland habitat. Locally, a connection will be nurtured with the established and reputable Petaluma Wetlands Education Program, offered by Petaluma Wetlands Alliance at Alman Marsh and Shollenberger Park. The upland habitat component of the Petaluma Wetlands Educational Program may be connected to the upland habitat focus of the Paula Lane Educational Program. This connection will support broader community awareness community about fragile and special natural resources in Petaluma’s wetland and upland areas – and their relationships in the Petaluma River watershed.
SECTION 5

REPORTING

Reporting for the project will be in accordance with annual requirements of the Sonoma County Agricultural Preservation and Open Space District and as outlined in the City/PLAN Agreement (Exhibit 4) and the Matching Grant Agreement (Exhibit 2).

A Sample Performance Report, Financials and Narrative, May 2012 – Nov 2012, is included with Exhibit 7 – Overall Project Budget. As the project is implemented, % match will be included in the reporting process.

Quarterly reports will be provided by PLAN to the City of Petaluma – Financials and Activities - and compiled to form the Annual Report provided for the Sonoma Co. Agricultural Preservation and Open Space District.
EXHIBITS

Exhibit 1: Conceptual Plan – Paula Lane Open Space Project
Exhibit 2: Matching Grant Agreement
Exhibit 3: Conservation Easement
Exhibit 4: City/PLAN Agreement
Exhibit 5: Residential Lease Agreement
Exhibit 6: Work Plan
Exhibit 7: Overall Project Budget
Sample Quarterly Reporting Form – Financials and Narrative

APPENDICES

Appendix A: Tree Report, McAnany
Appendix B: American Badger Habitat Survey and Map, Bioconsultant LLC 2004
Appendix C: Avian Survey, Paula Lane Birds, Dan Nelson 2004
Appendix D: Wildlife Inventory List – Paula Lane (ongoing)
Appendix E: Community Outreach – Inspiration & Examples
EXHIBITS

Exhibit 1: Conceptual Plan – Paula Lane Open Space Project
Exhibit 2: Matching Grant Agreement
Exhibit 2: Matching Grant Agreement (page 1 of 11)

MATCHING GRANT AGREEMENT

Paula Lane Open Space Preserve

This agreement ("Agreement") dated as of 4/10/12 ("Effective Date") is entered into by
and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter
"District"), a public agency, and the City of Petaluma (hereinafter "the City"), a California
Charter City, and Paula Lane Action Network, a non-profit organization (hereinafter "PLAN").
The City and PLAN are jointly referred to herein as "Grantees".

RECITALS

A. Program. The District has a Competitive Matching Grant Program ("Program")
by which it provides funding to cities, other public agencies and non-profit organizations on a
competitive basis for open space projects that are consistent with the Expenditure Plan approved
by the District’s voters in November 2006 as part of the Sonoma County Open Space, Clean
Water and Farmland Protection Measure, Measure F.

B. Application. Grantees submitted an application under the District’s 2008 and
2009-10 Program cycles for funding in the amount of $3,050,000 toward acquisition of 431
Paula Lane ("Property") for the establishment of an open space preserve ("the Paula Lane Open
Space Preserve"). In 2008, the District recommended inclusion of such project into the Program,
with acquisition funding in the amount of $1,000,000. This recommendation was accepted by
the Sonoma County Citizens Advisory Committee on July 24, 2008, and approved by the
District’s Board of Directors on September 9, 2008. As part of the 2009-10 cycle, the Citizens
Advisory Committee recommended additional funding, if needed, up to $100,000, and on May
11, 2010, the District’s Board of Directors requested the ability to consider if an additional
amount up to $100,000 was needed to acquire the Property. The City negotiated a purchase price
of $1,050,000, and therefore, an additional $50,000 is needed to complete the acquisition.
Accordingly, the Board will consider the additional $50,000 as part of approval of the project.

C. Project Description. The Paula Lane Open Space Preserve, as acquired by the
City and managed by PLAN, will provide public access, habitat preservation, agriculture, and
educational programs ("Project"). As part of the Project, PLAN will install a short trail; install
viewing areas and benches, possibly including a bird blind; undertake habitat restoration; engage
in agricultural uses, such as an orchard, row crops, or community garden; plant and maintain
demonstration gardens, such as a butterfly, hummingbird or fragrance garden; and provide
opportunities for public education. PLAN has actively sought partnerships with local schools
and organizations to implement anticipated agricultural and educational programs.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants
contained herein, the parties hereto agree as follows:
AGREEMENT

1. The foregoing recitals are true and correct.

2. GRANT REQUIREMENTS

   a. District Grant. The District shall provide $1,050,000 to be used exclusively for acquisition by the City of 11.22 acres at 431 Paula Lane, just west of the City of Petaluma. The District’s grant award shall be expended by no later than December 6, 2014. Any funds not expended by December 6, 2014 shall revert back to the District.

   b. Match. Grantees shall provide at least a one-to-one match toward the Project from City and PLAN funds, in-kind services and materials, fundraisers, and other sources of eligible match contributions. Matching funds of $1,890,000 are estimated to be expended in the first 30 years of the project, however a match at least equal to the District’s grant shall be expended by March 31, 2031, and Grantees shall report match expenditures until such date, consistent with Paragraph 3c below.

   c. Project Implementation. Grantees shall implement and operate on an ongoing basis all components of the Project by no later than December 6, 2016.

   d. Conservation Easement. The City shall execute that certain agreement entitled “Deed and Agreement by and between the City of Petaluma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement” (“the Conservation Easement”), by which the City will convey a conservation easement to the District protecting the natural resources, open space resources, recreation and education, and agriculture on the Property.

   e. Public Access. By no later than December 6, 2016, Grantees shall provide public outdoor recreational and/or educational access to the Property consistent with this Agreement and the Conservation Easement. Such public access shall be maintained for a period of not less than thirty years.

   f. Operations and Maintenance. Grantees shall use, manage, operate and maintain the Property in a manner consistent with the Conservation Easement. Grantees assume all responsibility for and costs of management, operation and maintenance of the Property. The District shall not be liable for any costs of such management, operation or maintenance.
3. PROCEDURAL REQUIREMENTS

a. Work Plan. Within six months of disbursement of Grant funds, Grantees shall submit, for District approval, a work plan to implement the first five years of the Project. The District’s approval shall be based upon the work plan’s consistency with the Conservation Easement, this Agreement, and the purpose of the Project as approved. The work plan shall include: 1) a general description of the Project, including conceptual and, if available, construction plans; 2) a timeline or schedule for the first five years of Project implementation; and 3) a detailed budget, including matching funds identified to accomplish the Project and reflecting the required match. The work plan may be amended from time to time with District’s written approval.

b. Disbursement of Grant Funds.
   i. Pre-Conditions. The District shall not be obligated to disburse any funds unless and until the following conditions have been met:
      • An appraisal of the Property has been accepted by the District’s Fiscal Oversight Commission.
      • The District’s Board of Directors has approved funding for the Project.
      • The Conservation Easement has been executed and placed into an escrow account acceptable to District, and Grantees are in compliance with the terms of the Easement.

   ii. Payment.
      1. Purchase Price. The District shall deposit a warrant in an amount not to exceed $1,050,000 to Old Republic Title Company (Escrow #0812007365-JJ) toward the City’s purchase of the Property. The District shall execute all necessary documents and take all actions necessary to ensure conveyance of the warrant to the City.

c. Reporting.
   i. Property Acquisition. Within 45 days of acquisition of the Property, Grantees shall supply the District with a final settlement statement or deed indicating the Property has been acquired and that the grant has been expended.

   ii. Quarterly. Grantees shall complete and submit no less frequently than quarterly for five years, a Performance Report (PR) demonstrating Grantees’ progress under the approved work plan. The PR shall be in
a form acceptable to the District’s General Manager and shall include (i) a summary of the current status of the Project; (ii) a description of any challenges encountered within the reporting period; (iii) current percent of Project completed; and (iv) amount, source(s) and percent of the match expended.

iii. Annual. After five years and until March 31, 2031, Grantees shall submit a Performance Report annually demonstrating implementation of the Project. The PR shall include i) a summary of the current status of the Project; (ii) current percent of Project completed; and (iii) amount, source(s) and percent of the match expended.

4. IMPLEMENTATION REQUIREMENTS

a. Procurement. In implementation of the Project, Grantees shall follow the procurement procedures required by laws applicable to a special district created by Public Resources Code Section 5500 et seq. and shall assure that costs (those to be credited toward the Grantees’ match) do not exceed fair market value.

b. Insurance. Grantees shall provide the District with proof of adequate self-insurance or a general liability insurance endorsement naming the District as an additional insured party; proof of workers’ compensation; and proof of auto insurance.

c. Prevailing Wage. In implementation of the Project, Grantees shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

d. ADA Requirements. Grantees shall ensure compliance with the Americans with Disabilities Act in the provision of public access to the Property.

e. Non-Discrimination. Grantees shall comply with all applicable federal, state and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis including, without limitation, the District’s Non-Discrimination Policy. All nondiscrimination rules and regulations required by law to be included in this Agreement are incorporated herein by this reference.

f. Signs. Grantees shall erect a permanent sign or signs on the Property acknowledging the District’s financial participation in the Project. Such signs shall: 1) be made of materials that are weather resistant; 2) be located where they are easily read by the public; 3) include, at a minimum, the District’s logo (provided by District) and if possible the following
language, “This Project was funded in part through the Sonoma County Agricultural Preservation and Open Space District’s Matching Grant Program”; and 4) be consistent with the signage language in the Conservation Easement. The number, design, wording, and placement of signs shall be submitted to the District’s General Manager for review and approval.

5. PROJECT REVISIONS AND EXTENSIONS
   a. Changes to Project. To maintain the integrity of the competitive Program, no substantive changes or alteration to the Project shall be made without written consent of the District. If changes or alterations are approved, the work plan required under Paragraph 3a may require an amendment.

   b. Project Implementation Extension. The District, at its sole discretion, may grant a single extension of time, of no more than two years, for implementation of the Project. The District’s granting of an extension is dependent upon Grantees’ ability to demonstrate that reasonable progress on the Project is and has been made, that the Project has been compliant with all provisions of the Conservation Easement and this Agreement, and that Grantees have demonstrated that the extension will result in successful implementation of the Project within the extended timeframe.

6. RECORDS KEEPING
   a. Records. All financial, procurement, licenses, insurance, and programmatic records related to the Project shall be maintained by Grantees for no less than five years after Project implementation.

   b. Records Access. District staff shall have access to financial, procurement, licenses, insurance, and programmatic records related to the District’s grant for no less than five years after Project implementation.

   c. Annual Audit. Grantees shall submit annual audited financial statements to the District by August 31 of each year until Project implementation.

   d. Accounting Requirements. Applicants must maintain an accounting system that is in accordance with generally-accepted accounting procedures and standards, and as such:
i. Accurately reflects responsible fiscal transactions, with the necessary controls and safeguards.

ii. Provides a solid audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, and evidence of payment.

iii. Provides accounting data so the total cost of the project and each individual component can be readily determined.

e. Fiscal and Project Monitoring. The Project will be subject to compliance monitoring by the District. The monitoring may include examination of books, papers, accounts, documents or other records of Grantees as they relate to the Project.

7. GENERAL PROVISIONS

a. Statutory Compliance. All activities and uses in connection with the Project shall be subject to and undertaken in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

b. Access to Project Site. Subject to the provisions of the Conservation Easement, the District shall have the right to enter and inspect the Property for the purposes of ensuring compliance with this Agreement and progress toward Project implementation.

c. Failure to Perform. Failure by Grantees to comply with the terms of this Agreement may result in any or all of the following actions at the District’s sole discretion:

i. If District reasonably determines that the Project will not be implemented or that the purposes of the Project will not be met within the timeframes provided herein, the District may commence and pursue all available legal remedies to recoup any and all grant funds reimbursed to Grantees.

ii. District may seek specific performance of this Agreement in a court of competent jurisdiction. Grantees hereby agree that the public benefits sought by this Agreement exceed the dollar amount of the grant and are impracticable or extremely difficult to measure. Grantees further agree that, in the event of a breach of this Agreement by Grantees, or either of them, reimbursement of the grant funds, alone, would be inadequate compensation and that, in addition to damages, the District
shall be entitled to injunctive relief, including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Specific performance, however, shall not be compelled if changes in circumstances have rendered such performance impossible or financially infeasible.

d. **Indemnification.** Grantees, jointly and severally, agree to accept all responsibility for loss or damage to any person or entity, including but not limited to District, its officers, agents, and employees and to defend, indemnify, hold harmless, reimburse and release District, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation, whether arising from personal injury, Property damage or economic loss of any type, that may be asserted by any person or entity, including Grantees, or either of them, arising out of or in connection with this Agreement and/or the Project, whether or not there is concurrent negligence on the part of District, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of District. If there is a possible obligation to indemnify, Grantees duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. District shall have the right to select its own legal counsel at the expense of Grantees, subject to the City's approval, which approval shall not be unreasonably withheld. Nothing in this Paragraph 7d shall either enlarge or limit the indemnification provided in Section 8 “Indemnification” of that certain Deed and Agreement by and between the City of Petaluma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights.

e. **Method and Place of Giving Notice, Making Submissions and Payments.** Except as otherwise expressly provided herein, any notice, invoice, report, demand, request, approval, disapproval, or other communication that either party desires or is required to give under this Agreement shall be in writing and either served personally or sent by first class mail, private courier or delivery service, or fax addressed as follows:

**TO DISTRICT:**

General Manager
Sonoma County Agricultural Preservation and Open Space District
747 Mendocino Avenue
Santa Rosa, CA 95401
Telephone: (707) 565-7360
Fax: (707) 565-7359

Matching Grant Agreement - Paula Lane
TO CITY: City of Petaluma
City Manager
11 English Street
Petaluma, CA 94952
Telephone: (707) 778-4345
Fax: (707) 778-4419

TO PLAN: Paula Lanie Action Network
P.O. Box 2903
Petaluma, CA 94953
Telephone: (707) 773-3215
Fax: (707) 763-6799 (Attn: PLAN)

f. Assignment and Delegation. Grantees shall not assign, delegate, sublet, or
transfer any interest in or duty under this Agreement without the prior written consent of the
District, and no such transfer shall be of any force or effect whatsoever unless and until such
consent is received.

g. Amendment. No changes in this Agreement shall be valid unless made in
writing and signed by the parties to the agreement. No oral understanding or agreement not
incorporated in this agreement shall be binding on any of the parties.

h. Notice of Unrecorded Matching Grant Agreement. Within 10 days of the
Effective Date of this Agreement, District and Grantees shall execute and record a Notice of
Unrecorded Grant Matching Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.
Approved:

Sonoma County Agricultural Preservation and Open Space District

By: Shirley Jane
President, Board of Directors

Date: 4/10/12

Attest: Virginia K. Pang
Clerk of the Board of Directors

Approved:

Grantee: City of Petaluma

By: [Signature]
City Manager

Date: 3/27/12

Attest: [Signature] Claire Cooper
City Clerk
Date: 3/27/2012

Approved as to form:

[Signature]
City Attorney
Exhibit 2: Matching Grant Agreement (page 10 of 11)

Finance Director

Department Director

Risk Manager

GRANTEE: PAULA LANE ACTION NETWORK

Susan Kirks, Board Chair

Date: 03-21-2012
SAMPLE PERFORMANCE REPORT

Grantee name:

Project name:

Performance report #:

Submittal date:

Reporting period: _________ to _________

Report narrative: Summarize current status of project and compare it to the status required by the work plan (tasks, timeline, budget). Describe successes and challenges encountered within the reporting period. Provide the following specific information: 1) percent completion of project, and 2) amount, source(s) and percent of match expended. Include any requested changes to the timeline.

Signature from authorized project representative including date and title
EXHIBITS

Exhibit 3: Conservation Easement
DEED AND AGREEMENT
BY AND BETWEEN
THE CITY OF PETALUMA
AND
THE SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT
CONVEYING A CONSERVATION EASEMENT
AND
ASSIGNING DEVELOPMENT RIGHTS

The City of Petaluma ("GRANTOR") and the Sonoma County Agricultural Preservation and Open Space DISTRICT, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. ("DISTRICT"), agree as follows:

RECITALS

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

B. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers. The District was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq., and to advance the implementation of the open space elements of their respective general plans. In order to accomplish those purposes, DISTRICT and the Authority entered into a contract whereby, in consideration of the Authority's financing of DISTRICT's acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's voter approved Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax and an update of the Expenditure Plan. The DISTRICT's acquisition program remains in full compliance with that updated voter-approved Expenditure Plan.
C. On April 10, 2012, DISTRICT’s Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. ________, that the acquisition of a conservation easement over the Property was consistent with the Sonoma County General Plan (specifically the Plan’s Agricultural Resources and Open Space Elements) because; (1) habitat for multiple wildlife species will be protected; (2) a wildlife corridor for movement and connectivity will be preserved; (3) agricultural activities will be supported; (4) opportunities for passive recreational enjoyment and outdoor education related to agriculture and wildlife habitat restoration and enhancement will be provided; and (5) the Property’s primarily undeveloped character is an important open space resource, contributing to the county’s rural character. By that same resolution, the DISTRICT’s Board of Directors determined that its funding of the Project is consistent with the voter-approved Expenditure Plan.

D. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Easement.

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

**EASEMENT**

**PART ONE: GRANT OF EASEMENT**

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

2. **Conservation Values.** The Property is located in Petaluma’s western hills, and is primarily composed of annual grasslands. Critical resources on the Property (collectively “the Conservation Values”), include natural resources, open space, recreation and education, and agriculture. These include, but are not limited to, the following:

   2.1 **Natural Resources.** The Property consists of annual grasslands, with several mature oaks, and an east-west swale with wetland characteristics that all provide upland habitat and foraging for multiple species. The Property is part of a critical wildlife movement area connecting the southwest Petaluma area to the north and northwest of Petaluma, in proximity to Marin Creek. Special-status species known to use the Property at the time of the conservation easement acquisition include American Badger (*Taxidea taxus*), a California Species of Special Concern. The Property is also important for numerous other wildlife species, including resident and migratory avian species that use the Property as a migratory wintering area. These resident and migratory avian species include the following special-status species: Allen’s and Rufous Hummingbirds, Sharp-shinned Hawk, White-tailed Kite, Cooper’s Hawk, Nuttall’s Woodpecker,
Oak Titmouse, Red-breasted Sapsucker, Snowy Egret, Great Egret, Great Blue Heron, Black-crowned Night Heron and Long-billed Curlew.

2.2 Open Space Resources. Located at the urban edge, the Property’s primarily undeveloped character is an important open space resource, contributing to the county’s rural character.

2.3 Recreation and Education. The Property provides opportunity for the public’s passive recreational enjoyment of its natural features and the opportunity for outdoor education related to agriculture, wildlife habitat restoration and enhancement, and the relationship and interdependence of plant life, animal life and human life. The Ring Trail planned for the Petaluma Area is expected to pass adjacent to the Property.

2.4 Agriculture. The Property is located in an historic agricultural area of Sonoma County and Petaluma, representing the remainder of the first farm on Paula Lane, settled in the late 1800s. The Property provides opportunity for multiple agricultural uses, including orchards, row crops, and gardens.

3. Conservation Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2. This purpose shall hereinafter be referred to as “the Conservation Purpose of this Easement.” GRANTOR and DISTRICT intend that this Easement will confine the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTOR and DISTRICT intend that all Conservation Values of the Property will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: preservation and protection of natural resources shall take precedence over preservation and protection of open space resources, which shall take precedence over recreation and educational uses, which shall take precedence over agricultural uses.

PART TWO: RESERVED AND RESTRICTED RIGHTS

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

4.1 Protecting Conservation Values. DISTRICT shall have the right to preserve, protect and document in perpetuity the Conservation Values of the Property.

4.2 Property Inspections. DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, and (iv) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week’s prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR’s use and quiet
enjoyment of the Property pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, but shall not necessarily be limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT’s General Manager have a reasonable belief that GRANTOR is in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours’ prior notice to GRANTOR to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT. Notwithstanding any reasonable belief of DISTRICT that a breach of this Easement is occurring, prior to any entry by DISTRICT into residential dwelling units on the Property for purposes of inspection, DISTRICT shall provide at least forty-eight (48) hours prior notice to GRANTOR during normal business hours of GRANTOR of DISTRICT’s intent to enter into such dwelling units, absent an emergency requiring immediate action or other exception contained in California Civil Code Section 1954 or any successor statute then in effect relating to notification of tenants inhabiting and/or leasing residential structures (“Section 1954”). This additional time is to allow GRANTOR to comply with Section 1954. DISTRICT shall limit its inspection of inhabited or leased dwelling units on the Property to inspection during normal business hours except as otherwise provided in Section 1954.

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

4.4 Approval of Certain Uses. DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 and Section 6.

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

5. GRANTOR’s Reserved and Restricted Rights. Use of the Property shall be confined to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved, restricted or prohibited as set forth below. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific allowed activities and uses, (ii) establishes specific prohibited activities and uses, and (iii) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.
5.1 General Requirements for All Uses.

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

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

5.1.3 Protection of Conservation Values. All activities and uses on the Property shall be undertaken in a manner reasonably designed to protect and preserve the Conservation Values.

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

5.1.5 Criteria for Use.

(a) Use of the Property shall ensure preservation and protection of the natural resources of the Property in perpetuity; and

(b) Public outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection; and

(c) No use or improvement shall materially impair GRANTOR’s ability to provide for public outdoor recreational and educational use of the Property as provided herein; and

(d) Structures and improvements shall not result in impervious surfaces on, cumulatively, more than 3% of the Property; and

(e) No structure or improvement on the Property shall exceed 24 feet in height.

(f) Use of the Property shall preserve opportunities for agricultural use in areas designated Agricultural Area in the Baseline Documentation Report Site Map (Baseline Site Map) as identified in Section 9.

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

5.1.7 Management Plan. GRANTOR may develop and implement a Management Plan for the Property. The Management Plan and future updates and amendments will be subject to review and approval by DISTRICT in accordance with
Section 6 of the Easement. The Management Plan shall not be implemented on the Property until the District’s approval is obtained. DISTRICT’s review and approval of the Management Plan shall be based on the Management Plan’s consistency with the terms, conditions and Conservation Purpose of this Easement.

Once the Management Plan is approved by DISTRICT, uses and improvements described in that approved Management Plan, and all development necessary to implement those described uses and improvements, shall be deemed to be consistent with the Conservation Purpose of this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT required. All such uses and improvements shall be undertaken in accordance with the terms and conditions of this Easement and in compliance with all applicable laws and regulations.

5.2 Land Uses. Use of the Property is restricted solely to natural resource protection, habitat restoration and enhancement, recreational and educational, agricultural and residential uses as defined in this Section 5.2. Commercial or industrial use of or activity on the Property is prohibited except for those commercial uses expressly reserved in Sections 5.2.4, 5.2.5 and 5.2.6.

5.2.1 Natural Resource Protection. GRANTOR may take all actions necessary or appropriate to preserve and protect the natural resources of the Property in accordance with sound, generally-accepted conservation practices. GRANTOR and DISTRICT acknowledge that the Property and its natural features are protected by this Easement and shall not be available to mitigate for the environmental impacts of projects located off site.

5.2.2 Habitat Restoration and Enhancement. GRANTOR may undertake conservation and habitat restoration and enhancement activities in accordance with Section 5.5.5.

5.2.3 Recreational and Educational Use. GRANTOR shall make the Property available to the public for passive public outdoor recreational and educational purposes except as set forth in Section 5.6. Such uses may include, but are not limited to, walking, picnicking, gardening, native habitat installation, public educational and passive recreational activities including but not limited to nature study, placement and use of environmental research support instruments, environmental or outdoor education, habitat restoration training, and other such uses similar in nature and intensity.

5.2.4 Agricultural Use. GRANTOR reserves the right to engage in agricultural uses, as defined below, within the designated Agricultural Area and Building Envelope designated on the Baseline Site Map in accordance with sound, generally-accepted agricultural and soil conservation practices, provided however that no agricultural use shall be undertaken in a manner that significantly impairs the long-term agricultural productive capacity of the Property. Agricultural uses shall be limited to the following:

a) Livestock for the Production of Food and Fiber. GRANTOR reserves the right to breed, raise, pasture, and graze livestock of every nature and description for the production of food and fiber.
b) Bees, Poultry and Fowl. GRANTOR reserves the right to breed and raise bees, poultry, and other fowl.

c) Crops. GRANTOR reserves the right to plant, raise, harvest, and produce agricultural and horticultural crops and products of every nature and description.

d) Sale of Harvested Crops and Products. GRANTOR reserves the right to store and sell, including direct retail sale to the public of crops and products principally harvested and produced on the Property.

e) Processing of Crops and Products. GRANTOR reserves the right to process agricultural crops and products principally harvested and produced on the Property.

5.2.5 Residential Use. GRANTOR reserves the right to reside on the Property and lease or rent, for residential or other permitted uses, the residential buildings within the Building Envelope as designated on the Baseline Site Map.

5.2.6 Commercial Use. GRANTOR reserves the right to use the Property for commercial uses and activities identified below. Any revenue generated from commercial activities and uses shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and towards educational, recreational or agricultural programs that take place on the Property.

i) Agricultural uses as defined in Section 5.2.4.

ii) Leases or rentals for residential use as defined in Section 5.2.5.

iii) Special Events and Fundraising Activities. Subject to prior written notice to DISTRICT, GRANTOR may use the Property for public special events, including but not limited to educational and recreational events, art shows, music and music programs, dance and cultural activities and other similar special events. GRANTOR may also use the Property for fundraising activities that educate the public and promote the preservation and restoration of open space and natural resources in Sonoma County. Special events and fundraising activities shall occur, in total, no more than six times per year and shall not result in any temporary or permanent alteration of the Property nor have any detrimental impact on the natural resources of the Property. No noise amplification or night lighting is permitted.

iv) Concessions. Food and beverage sales and other similar concessions may be operated on the Property in connection with permitted special events and fundraising activities on the day or days of the event.

v) Other Ancillary Uses. Subject to prior written DISTRICT approval, GRANTOR may use the Property for other minor ancillary commercial uses found to be consistent with the Conservation Values of this Easement.
5.2.7 **Emergency Activities.** In the event of a natural disaster or similar emergency condition, GRANTOR may undertake temporary activities as may become necessary or appropriate to protect public health or safety of persons in the local area, so long as such activities, to the greatest extent feasible, are undertaken in a manner that does not hinder the Conservation Purpose of this Easement.

5.3 **Subdivision and Parcels.** GRANTOR and DISTRICT acknowledge and agree that the Property shall be merged and shall always remain one legal parcel under one common ownership. GRANTOR shall not divide the Property, whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act or otherwise, of additional parcels which may have previously been created on the Property by prior patent or deed conveyances, subdivisions, or surveys, nor shall GRANTOR place or convey any portion of the Property into ownership separate from the whole of the Property.

5.3.1 **Exceptions.** This prohibition against division of the Property shall be inapplicable to:

a) Conveyance to Government or Non-Profit Entity. Subject to prior written approval by DISTRICT, GRANTOR may voluntarily convey a portion of the Property to a government or non-profit entity exclusively for conservation or public access purposes.

b) Leases. GRANTOR reserves the right to lease a portion(s) of the Property for the permitted residential, recreational and educational, and agricultural uses described in Section 5.2.

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

5.4 **Structures and Improvements.** GRANTOR may repair, replace, construct, place and maintain structures and improvements on the Property only as provided below. At no time shall structures and improvements on the Property result in impervious surfaces on, cumulatively, more than 3% of the Property. Furthermore, no structure or improvement shall exceed 24 feet in height.

5.4.1 **Maintenance, Repair or Replacement of Structures and Improvements.** GRANTOR may maintain, repair or replace structures and improvements existing at the date hereof or constructed subsequently pursuant to the provisions of Section 5.4, as follows:

(a) If the maintenance, repair or replacement does not increase the height of the structure or improvement, increase the land surface area it occupies or change its location or function, no notice to or approval by DISTRICT shall be required.
(b) Any maintenance, repair or replacement that increases the height of the structure or improvement, increases the land surface area it occupies, or changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 through 5.4.9.

5.4.2 Primary Residences. There currently exist on the Property two primary residences. Residential use may continue or the use of the structures may be converted to educational, recreational or agricultural uses. No such structure shall be greater than 2,000 square feet in size, exclusive of garage. All garages, whether attached or detached, shall be subject to Section 5.4.3. In no case shall there be more than two primary residences, whether used for residential or other purposes, located on the Property.

5.4.3 Structures Accessory to Residential Use. Subject to prior written notice to DISTRICT, GRANTOR may place or construct additional accessory structures and improvements reasonably related to permitted residential use of the Property including, without limitation, guest house, garage, and shed. All such structures must be placed or constructed within the Building Envelope. The total cumulative square footage of the structures accessory to residential use shall not exceed 3,000 square feet. No single structure accessory to the residential use shall exceed 1,000 square feet.

5.4.4 Non-residential Agricultural Structures. Subject to prior written notice to DISTRICT, GRANTOR may place or construct within the Agricultural Area or Building Envelope non-residential accessory structures and improvements reasonably necessary for the permitted agricultural use of the Property, including, without limitation, barns, sheds, greenhouses, native plant propagation shade houses and small storage facilities.

5.4.5 Structures and Improvements for Recreational and Educational Uses. GRANTOR may construct or place improvements associated with permitted outdoor recreational and educational uses, including, but not limited to:

(a) Within the Agricultural Area or Building Envelope, GRANTOR may construct or place trails, pathways, benches, gazebo, bird blinds, interpretive kiosks, drinking fountains, refuse and recycling containers, bicycle racks, public art, and other similar minor improvements without any notice to or approval from DISTRICT.

(b) Within the Building Envelope, GRANTOR may construct or place educational or interpretive facilities, restrooms, lighting, and other similar significant improvements only with prior written notice to DISTRICT.

(c) Outside of the Agricultural Area and Building Envelope, GRANTOR may construct or place benches, bird blinds, interpretive kiosks and other similar minor improvements located only with prior written approval of DISTRICT. Such improvements shall be located primarily on the perimeter of the Property.

5.4.6 Public Parking and Access Roads. Subject to prior written approval of DISTRICT, GRANTOR may construct, improve and maintain a public parking area
within the Building Envelope and access roads as minimally necessary for the permitted uses of the Property.

5.4.7 Fences and Gates. GRANTOR may construct, place and erect fencing and gates only as necessary for permitted uses of the Property. Fencing must be the minimum necessary for such use and may include hedge rows and other living fences comprised of native plants. All fencing and gates must i) preserve the scenic values of the Property; and ii) not impede wildlife movement except in cases where necessary to protect the allowed recreational, educational and agricultural uses described in this Easement, and except where such impediment is necessary for management, restoration or enhancement of natural resources, such as to protect new native plantings. In the event of destruction or deterioration of any fences and gates, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, GRANTOR may maintain and/or replace such fencing and gates only in accordance with the provisions of this Section 5.4.7. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.7, GRANTOR shall remove such fencing or gate from the Property, provided, however, that fencing existing as of the date of this Easement may remain.

5.4.8 Utilities and Energy Resources. GRANTOR may place or construct utilities on the Property only as follows:

(a) Subject to prior written approval of DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including but not limited to electric power, septic or sewer, communication lines, and water collection, storage and delivery systems provided that such utilities are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses.

(b) Notwithstanding the limitations of subparagraph (a), subject to prior written notice to DISTRICT, GRANTOR may install above-ground water collection, storage or delivery system within the Agricultural Area or Building Envelope provided that such system is directly required for permitted uses on the Property and is reasonably scaled to serve only those uses.

(c) In addition, subject to prior written approval of DISTRICT, GRANTOR may place or construct improvements for the development and utilization of renewable energy resources, including but not limited to solar, wind and geothermal, provided that such area impacted by such improvements cover no more than 2% of the Property, provided that such use does not hinder GRANTOR’s ability to comply with Section 5.1.5. Such improvements remain subject to the impervious surface limitations of Section 5.4. Notwithstanding the foregoing, GRANTOR may, without notice to or approval of DISTRICT, place or construct solar panels on the roofs of existing structures or any future additional structures placed on the Property pursuant to Sections 5.4.2 through 5.4.7, provided that such solar panels do not cause the structure or improvement to exceed the height limitations set forth in those sections.
5.4.9 **Signs.** GRANTOR reserves the right to construct signs as set forth in this Section 5.4.9 in connection with the allowed uses herein. No sign shall be artificially illuminated.

a) Without prior written notice or approval of DISTRICT, GRANTOR reserves the right to construct or place two signs not to exceed 32 square feet in size in connection with allowed uses.

b) Without prior written notice or approval of DISTRICT, GRANTOR reserves the right to construct or place signs less than 6 square feet in size to (i) mark the boundary of the Property; (ii) provide directional, interpretive and educational information; and (iii) set forth rules or regulations applicable to use of the Property, provided that the size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and further provided that such signs are sited and constructed in a manner that does not create a significant visual impact.

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

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

5.5.1 **Surface Alteration.** Alteration of the contour of the Property in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat or sod, except as reasonably necessary in connection with the uses allowed under Section 5 of this Easement. In connection with allowed uses, movement of over 50 cubic yards of material in any calendar year is subject to prior DISTRICT approval.

5.5.2 **Water Resources.** Draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development and expansion of water storage and delivery systems allowed under Section 5.4.8, and (ii) the restoration and enhancement of natural resources allowed under Section 5.5.5. Subject to the limitations of this Section 5.5.2, GRANTOR reserves all rights and entitlements to use of surface and subsurface water as may exist under state or federal law.

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

5.5.4 **Fire Management.** GRANTOR reserves the right to undertake vegetation management activities for the purpose of fire control provided the techniques used
minimize harm to native wildlife and plants and are in accordance with all applicable laws. Fire management methods are limited to:

(a) limited brush removal, limited mowing and limited grazing of the Property, or other methods of similar nature and intensity, without need for notice to or approval from DISTRICT, and

(b) prescriptive burning undertaken in a manner consistent with the standards and requirements of the local fire protection agency having jurisdiction, subject to prior written notice to DISTRICT.

The requirement for notice under this Section 5.5.4 may be satisfied by the submission of an annual fire management plan.

5.5.5 Protection, Restoration and Enhancement. GRANTOR reserves the right to undertake conservation and restoration activities, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of water quality, plant and wildlife habitat, and activities which promote biodiversity.

5.5.6 Native Tree Removal. Harvesting, cutting, removal or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease, (ii) to prevent personal injury and property damage, (iii) for the purpose of fire management, in accordance with Section 5.5.4; and (iv) for natural resource management, including native seed collection and plant propagation for use on the Property as set forth in Section 5.5.5 of this Easement.

5.5.7 Native Vegetation Removal. Removal or destruction of any native vegetation is prohibited, except as reasonably necessary (i) within footprint of permitted recreational and educational structures and improvements; (ii) to control insects and disease, (iii) to prevent personal injury and property damage; (iv) for the purpose of fire management, in accordance with Section 5.5.4; and (v) for natural resource management, including native seed collection and plant propagation for use on the Property as set forth in Section 5.5.5 of this Easement.

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

5.5.9 Non-Native Plant and Animal Removal. GRANTOR reserves the right to remove or control invasive, non-native plant and animal species (i) to further the Conservation Purpose of this Easement; (ii) to foster the growth of native species and promote biodiversity; (iii) to control insects and disease; (iv) to prevent personal injury and property damage; (v) for the purpose of fire management, in accordance with Section 5.5.4; and (vi) for natural resource management as set forth in Section 5.5.5. Techniques
used shall minimize harm to native wildlife and plants and shall be in accordance with all applicable laws.

5.5.10 Off-road Motorized Vehicle Use. Use of motorized vehicles off roadways is prohibited, except when necessary for permitted agricultural, construction, maintenance, emergency access and property management activities.

5.5.11 Dumping. Dumping, releasing, burning or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited, except that agricultural products and by-products generated on the Property may be disposed on site, consistent with sound generally accepted agricultural practices.

5.5.12 Outdoor Storage.

(a) Materials Required For Permitted Uses. GRANTOR may store materials and supplies required for permitted uses within the Agricultural Area or Building Envelope, provided such storage shall be located so as to minimize visual impacts.

(b) Storage of Construction Materials. GRANTOR may store construction and other work materials needed during construction of permitted structures and improvements on the Property while work is in progress and for a period not to exceed thirty (30) days after completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of 180 days.

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

5.7 Easements. GRANTOR may continue the use of existing easements of record granted prior to this Easement. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of the DISTRICT. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

PART THREE: PROCEDURES AND REMEDIES

6. Notice and Approval Procedures. Some activities and uses permitted by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses permitted by this Easement require the prior written approval of DISTRICT. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use shall be deemed to be prohibited on the Property. GRANTOR shall use the following procedures to provide notice to DISTRICT or to obtain DISTRICT's approval. All
notices and requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of the GRANTOR’s request with the terms, conditions and Conservation Purpose of this Easement. Forms for notices and requests for approval shall be available at DISTRICT’s offices.

6.1 Approval, Amendments, Revisions and Updates of Management Plan.
GRANTOR may prepare a Management Plan for the Property to define and guide future use and development of the Property and to streamline DISTRICT approvals under this Easement. For purposes of this Easement, it is agreed that the Management Plan and any amendments, revisions or updates (collectively “Revisions”) will be deemed sufficient for its purpose provided the plan identifies (a) all major components of property use (including resource management, recreational, educational, agricultural, and residential), (b) the nature of each proposed use and its intended location, (c) all proposed structures, and (d) all actions to be taken to protect natural resources. Pursuant to Section 5.1.7 of this Easement, such Management Plan and Revisions require DISTRICT’s approval prior to their implementation. DISTRICT’s approval shall be based upon its reasonable determination as to whether the Management Plan or Revisions are consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT’s approval shall not be unreasonably withheld or delayed. GRANTOR shall use the following procedure to obtain DISTRICT’s approval for the Management Plan and Revisions:

6.1.1 GRANTOR may, at its discretion, at any time, submit a draft Management Plan or Revisions (“Draft Plan”) to DISTRICT for its review and tentative approval. DISTRICT shall have forty-five (45) days from the receipt of the Draft Plan, plus fourteen (14) days from any subsequent or follow up submittal, to review the Draft Plan and either tentatively approve the Draft Plan or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT’s determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTOR’s request is incomplete or contains material inaccuracies. DISTRICT’s response, whether tentative approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Draft Plan, it shall state such objections in sufficient detail to enable GRANTOR to modify the Draft Plan so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.2 In connection with any environmental review of the Management Plan or Revisions under the California Environmental Quality Act (“CEQA”) or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of and opportunity to comment on any draft environmental document made public under the statute, prior to adoption or certification of that environmental document.

6.1.3 Prior to adoption of a final Management Plan or Revisions (“Final Management Plan”), GRANTOR shall submit the Final Management Plan to DISTRICT for its review and approval. If a Draft Plan was tentatively approved by DISTRICT and the Final Management Plan is in substantial conformity with the approved Draft Plan, with no material revisions, DISTRICT shall grant approval to the Final Management Plan. If no Draft Plan was tentatively approved by DISTRICT or if material revision(s)
have been made, DISTRICT's approval of the Final Management Plan shall be based solely upon the Final Management Plan's consistency with the terms, conditions and Conservation Purpose of this Easement. In all cases, DISTRICT shall have forty-five (45) days from the receipt of the Final Management Plan, plus fourteen (14) days from any subsequent or follow-up submittal, to review and either approve the Final Management Plan or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT's determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. DISTRICT's response, whether approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Final Management Plan, it shall state such objections in sufficient detail to enable GRANTOR to modify the Final Management Plan so as to bring it, if possible, into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.4 Upon DISTRICT's approval and GRANTOR's adoption of a Final Management Plan, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, development, improvements and activities shall at all times remain subject to the substantive limitations of Section 5. Any update or amendment to the Final Management Plan shall be subject to District approval.

6.2 Uses/Activities Requiring Notice or Approval to DISTRICT. In the absence of a Final Management Plan approved by DISTRICT, or for uses and activities not described in a Final Management Plan approved by DISTRICT, the following procedures shall be followed for giving notice or obtaining DISTRICT approval where such notice or approval is required by this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6.2, any such activity or use shall be deemed to be prohibited on the Property. In any instance in which DISTRICT approval is required, DISTRICT's approval shall be based solely upon its reasonable determination as to whether the activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

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

6.2.2 Uses/Activities Requiring Prior Approval from DISTRICT. For any activity or use that requires prior written approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") at least forty-five (45) days prior to the intended commencement of such activity or use. DISTRICT shall have forty-five (45) days from the receipt of a complete request for approval to review the request and to approve, conditionally approve, disapprove or notify GRANTOR of any objection
thereto. Disapproval or objection, if any, shall be based on DISTRICT’s determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTOR’s request is incomplete or contains material inaccuracies. If, in DISTRICT’s judgment, the proposed activity or use would not be consistent with the terms, conditions or Conservation Purpose of this Easement or the request is incomplete or contains material inaccuracies, DISTRICT’s notice to GRANTOR shall inform GRANTOR of the reasons for DISTRICT’s disapproval or objection. Only upon DISTRICT’s express written approval, given by DISTRICT’s General Manager, may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT’s approval.

6.2.3 DISTRICT’s Failure to Respond. Should DISTRICT fail to respond to GRANTOR’s request for approval within forty-five (45) days of the receipt of GRANTOR’s request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR’s request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 12.

6.2.4 Uses Not Expressly Addressed: DISTRICT’s Approval. In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly reserved nor expressly prohibited in Section 5, GRANTOR shall seek DISTRICT’s prior written approval of such activity or use in accordance with the procedure set forth in this Section 6.2. The exercise of any activity or use not expressly reserved in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 10.

7. Costs and Liabilities Related to the Property.

7.1 Operations and Maintenance of the Property. GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance or adequate self-insurance covering acts on the Property. Except as specifically set forth in Section 8.2 below, DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8.1, GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys’ fees, relating to such matters.
7.2 Hazardous Materials.

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

a) The obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq.) ("CERCLA");

b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;

c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property; or

d) Any control over GRANTOR's ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

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

7.2.3 Definitions. For the purposes of this Easement:

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

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

8. Indemnification.

8.1 GRANTOR's Indemnity. GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or
in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT (it being the intent of this provision to limit GRANTOR's indemnity to the proportionate part of DISTRICT's damage, liability, claim or expense for which GRANTOR is responsible); and (ii) the obligations specified in Section 7; and (iii) any approvals given under Section 6. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's written notice of such claim, demand, or legal complaint to GRANTOR, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall not be unreasonably withheld.

8.2 DISTRICT's Indemnity. DISTRICT shall hold harmless, indemnify, and defend GRANTOR, its heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR (it being the intent of this provision to limit DISTRICT's indemnity to the proportionate part of GRANTOR's damage, liability, claim or expense for which DISTRICT is responsible). In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 8.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice of such claim, demand, or legal complaint to DISTRICT, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall not be unreasonably withheld. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, intentional act or willful misconduct of GRANTOR.

9. Baseline Documentation for Enforcement. In order to establish the present condition of the Property, DISTRICT has prepared a Baseline Documentation Report which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. A copy of the Baseline Documentation Report has been reviewed and approved by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the Property at the time of the execution of this Easement. The Baseline Report will be supplemented through periodic monitoring reports as the DISTRICT performs its regular monitoring of the Property.
10. Remedies for Breach.

10.1 DISTRICT’s Remedies. In the event of a violation or threatened violation by GRANTOR of any term, condition or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. The DISTRICT’s notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 19. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (a) may pursue any and all remedies available under law without waiting for the cure period to expire, and (b) shall have the right, upon the giving of 24 hours’ notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken. Notwithstanding the foregoing, should DISTRICT’s General Manager have a reasonable belief that GRANTOR is in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours’ prior notice to GRANTOR to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT. Notwithstanding any reasonable belief of DISTRICT that a breach of this Easement is occurring, prior to any entry by DISTRICT into residential dwelling units on the Property for purposes of inspection, DISTRICT shall provide at least forty-eight (48) hours prior notice to GRANTOR during normal business hours of GRANTOR of DISTRICT’s intent to enter into such dwelling units, absent an emergency requiring immediate action or other exception contained in California Civil Code Section 1954 or any successor statute then in effect relating to notification of tenants inhabiting and/or leasing residential structures (“Section 1954”). This additional time is to allow GRANTOR to comply with Section 1954. DISTRICT shall limit its inspection of inhabited or leased dwelling units on the Property to inspection during normal business hours except as otherwise provided in Section 1954. DISTRICT’s rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. GRANTOR agrees that DISTRICT’s remedies at law for any violation of the terms of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory and including specific performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Nothing in this Section 10 shall preclude DISTRICT from seeking such other relief, including damages, to which DISTRICT may be entitled.

10.2 DISTRICT’s Discretion. Enforcement of the terms of this Easement shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT’s right to enforce any terms or conditions of this Easement in the future.
10.3 **Liquidated Damages.** Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and DISTRICT agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists on the Property (in terms of years or portion thereof) after notice of violation has been given, and (iii) the then current annual interest rate for post judgment interest; and

b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the activity or change in use; and

c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof) after notice of the violation has been given, and (iii) the then current annual interest rate for post judgment interest.

10.4 **GRANTOR's Compliance.** If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with DISTRICT's notice. Neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

10.5 **Remedies Nonexclusive.** The remedies set forth in this Section 10.5 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 et seq. or any other applicable local, state or federal law.

11. **Acts Beyond GRANTOR's Control.** Nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, but not limited to, fire, flood, storm, and earth movement, or a tortious or criminal act of a third party which GRANTOR could not reasonably have prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement.
12. **Arbitration.** If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, 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 any activity or use that is the subject of the dispute pending resolution of the dispute, 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 who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, a proper court, on petition of any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 et seq., or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of the State of California shall be the bases 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, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys’ fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

13. **Condemnation.**

13.1 **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation; whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 13.2.

13.2 **Property Interest and Fair Market Value.** This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13, the parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation in proportion to their interests in the condemned Property as agreed upon by them in writing or, in the absence of such an agreement, as ordered by the court in the action recovering the proceeds. In the apportionment of the proceeds from any eminent domain proceeding, an adjustment shall be made in GRANTOR’s favor for any increase in value attributable to improvements made on
the Property after the date of this Easement, provided that such improvements were not made or funded by DISTRICT and further provided that such improvements do not constitute a breach of this Easement.

PART FOUR: MISCELLANEOUS

14. **Approvals.** Whenever in this Easement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

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

16. **Easement to Bind Successors.** The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Easement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase “easements constituting servitudes upon or burdens to the property,” as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Easement.

17. **Subsequent Deeds and Leases.** GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed and that GRANTOR will attach a copy of this Easement to any such instrument. GRANTOR further agrees to give written notice to DISTRICT of the conveyance of any interest in the Property at least ten (10) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 16 of this Easement, and the failure of GRANTOR to perform any act required by this Section 17 shall not impair the validity of this Easement or limit its enforceability in any way.

18. **Warranty of Ownership.** GRANTOR warrants that it is the owner in fee simple of the Property, and that on the date it executed this Easement the Property is not subject to any liens or deeds of trust.

19. **Notices.**

19.1 **Method of Delivery.** Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals or communications) under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier or delivery service or telecopy addressed as follows:
To GRANTOR: City of Petaluma  
Attn: City Manager  
11 English Street  
Petaluma, CA 94952

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

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 19.

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

a) When personally delivered to the recipient, notice is effective on delivery.

b) When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 19.1, notice is effective one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by the GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.

c) When mailed by certified mail with return receipt requested, notice is effective on receipt as confirmed by the return receipt.

d) When delivered by overnight delivery with charges prepaid or charged to the sender’s account, notice is effective on delivery as confirmed by the delivery service.

e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (ii) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient’s time) or on a non-business day.

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

20. Amendment. If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this
Exhibit 3: Conservation Easement (page 24 of 30)

Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, shall not affect the Easement’s perpetual duration and shall be consistent with Public Resources Code section 5540 and any successor statute then in effect. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

21. **No Forfeiture.** Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR’s title in any respect.

22. **Termination of Rights and Obligations.** A party’s rights and obligations under this Easement shall terminate upon transfer of the party’s interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

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

25. **Pronoun Number and Gender.** Whenever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

26. **GRANTOR and DISTRICT.** Wherever used herein, the terms GRANTOR and DISTRICT, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its heirs, successors, and assigns, including any persons claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

27. **DISTRICT’s General Manager.** Wherever used herein, the term DISTRICT’s General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his duly authorized representatives.

28. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 20.

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

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

31. **No Liens, Encumbrances, or Conveyances.** GRANTOR warrants that after it has executed this Easement, it will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted and recorded by DISTRICT.

32. **Effective Date.** This Easement shall be effective as of the date of its acceptance by DISTRICT pursuant to California Public Resources Code sections 5500 et seq.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Easement this 10th day of April, 2012.

GRANTOR:

CITY OF PETALUMA

By: [Signature] City Manager, John C. Brown

ATTEST:

[Signature] City Clerk, Claire Cooper

APPROVED AS TO FORM:

[Signature] City Attorney, Eric Danly

[Signature] Finance Director, Bill Mushallo
Exhibit 3: Conservation Easement (page 26 of 30)

Department Director, Scott Brodhun

Risk Manager, Ron Blanquie

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: Shirley Zane

President of the Board of Directors, Shirley Zane

ATTEST:

Clerk of the Board of Directors, Veronica A. Ferguson

NOTE: ATTACH ACKNOWLEDGMENTS
EXHIBIT 3: Conservation Easement (page 27 of 30)

ACKNOWLEDGMENT

State of California

County of Sonoma

On April 10, 2012 before me, Claire Cooper, a notary public in and for the State of California, personally appeared John C. Brown, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Claire Cooper

Signature, Claire Cooper

(SEAL)
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On May 8, 2012 before me, Sandra L. Faus (Here insert name and title of the officer) personally appeared Shirlee Zane who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public Sandra L. Faus

SIGNATURE OF NOTARY PUBLIC

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document as long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.
EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Sonoma, State of California, and is described as follows:

Beginning at the Southeasterly corner of the Paula Tract, said point of beginning being in the middle of the Paula Lane so-called; thence along the middle of said lane, the Easterly boundary of said Tract, North 13 ¾ degrees East, 8.93 chains to the middle of a lane thence leaving the first, and along the middle of the last mentioned lane, North 75° 08' West, 12.58 chains; thence leaving said land, South 15° 20' West, 8.75 chains to the Southerly boundary of the aforesaid Paula Tract; and thence along said boundary, South 74° 13' East, 12.82 chains to the place of beginning.

Saving and EXCEPTING THEREFROM: that certain Forty Foot Strip or land described in the Deed from John Paull and Mary Paull, his wife, to Ellen Louise Fergusson, dated October 19, 1895, and recorded October 26, 1895 in Liber 162 of Deeds, Page 352, Sonoma County Records.

ALSO EXCEPTING THEREFROM all that portion lying Southerly of the Northerly line of the Map of Fulton Tract filed March 11, 1893 in Book 10 of Maps, Page 1, in the Sonoma County Recorders Office.

APN: 019-080-009 and 019-080-010
CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

This is to certify that the interests in real property conveyed by the Conservation Easement Agreement dated 4/10/12, 2012 from the City of Petaluma to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. 12-016 of the Board of Directors, dated 4/10/12 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and Open Space District

Dated: 4/10/12

By: Shirlee Zane, Chair
Board of Directors

ATTEST:

Clerk of the Board of Directors
Vermil L. Jurguson
EXHIBITS

Exhibit 4: City/PLAN Agreement
AGREEMENT BETWEEN PAULA LANE ACTION NETWORK AND THE CITY OF PETALUMA FOR PROJECT IMPLEMENTATION AND PROJECT AND SITE MANAGEMENT SERVICES AT THE PAULA LANE OPEN SPACE PRESERVE

This Agreement Between Paula Lane Action Network and the City Of Petaluma for Project Implementation, Project Management and Property Management Services at the Paula Lane Open Space Preserve and Leased Residential Premises on Said Preserve ("Agreement") is entered into this ______ day of November, 2012, by and between the City of Petaluma, a municipal corporation and charter city, (City) and the Paula Lane Action Network, a duly organized nonprofit public benefit corporation, (PLAN) with reference to the following considerations:

RECITALS

A. PLAN desires to provide services to the City, and the City desires to accept such services to facilitate project implementation, operation and maintenance of real property owned by the City, consisting of 11.22 acres commonly identified as Sonoma County Assessor’s Parcel Nos. 019-080-009 and 019-080-010 (the Property) for public open space purposes. The Property is located in unincorporated Sonoma County, within the City’s Urban Growth Boundary and within the City’s sphere of influence, and is improved with two dwellings, outbuildings, and is more particularly described in Exhibit “A” to this Agreement. The smaller portion of the Property which is leased to residential tenants pursuant to those two certain leases for 431 Paula Lane and 435 Paula Lane is referred to as the Premises, and shall also be managed by PLAN pursuant to the terms of this Agreement and said leases. References hereafter to the Property include the Premises, except that the Premises are reserved to the exclusive use of the tenants occupying said Premises pursuant to lease agreements with the City, and shall not be open to public use as part of the public open space preserve.

B. The City and PLAN recognize that project implementation, operation and maintenance of the Property as a public open space preserve for day use will be of substantial benefit to the citizens of Petaluma. The Parties desire to set forth in the Agreement their respective rights and obligations in relation to the Property. The Parties acknowledge that they have cooperated and will continue to cooperate in good faith in the development of the Property as a public open space preserve, and that continued collaboration and cooperation will be undertaken to ensure protection of the conservation values delineated in the Conservation Easement placed and held by the Sonoma County Agricultural Preservation and Open Space District.

IT IS THEREFORE AGREED AS FOLLOWS:

1) Responsibilities of PLAN: Implementation and Management. Upon execution of this Agreement PLAN shall provide to the City such services as are
reasonably necessary to develop, maintain and manage the Property as a public open space preserve. Such services shall include the following:

a. Management of occupancy and tenant relations with regard to the Premises and maintenance of the Premises as detailed herein.

b. Maintenance of the Property, including, but not limited to:
   i. Seasonal maintenance of grasses consistent with good practices for fire control,
   ii. Maintenance and restoration in accordance with good practices of the trees and other biological and ecological resources on the Property,
   iii. Maintenance of the Property in accordance with good practices to accommodate the wildlife that is native to the Property including, but not limited to, wildlife that seasonally utilizes the Property for feeding, nesting and migration,
   iv. Constructing amenities which will allow the public access and use of the Property in such a manner as will maintain the aesthetic appeal and functional use of the Property by biological and ecological resources.

c. It is contemplated that facilities related to such public use will be added to the Property and will include the following, all subject to consistency with the provisions of that certain Sonoma County Agricultural Preservation and Open Space District (SCAPOSD) Conservation Easement recorded and protecting the Property's conservation values:
   i. A sunset viewing area with bench,
   ii. Public access trail with viewing areas,
   iii. A covered bicycle rack,
   iv. Fragrance garden, hummingbird/butterfly garden,
   v. Sustainable agriculture area, and
   vi. Such other facilities as may be mutually agreed upon by the City and PLAN.

d. Implementation and management of an educational program in conjunction with local public and private schools with emphasis on wildlife habitat monitoring and restoration, environmental studies of upland habitat and wildlife, organic gardening, the importance of open space to quality of life, the relationship and interdependence of plant life, animal life and human life, and such other programs as may benefit the public.

e. Provide the City a financial pro forma for the Open Space Preserve project, as documented in the official Project Budget of the open space project, to include Project Implementation, General Maintenance, Structure Maintenance, Public Access and Amenities, and Educational Program costs. The financial pro forma will guide the disbursement and management of funds to complete project elements
2) **Responsibilities of PLAN: Management Planning.** Within 6 months of close of escrow, PLAN shall provide for the City’s review and approval a Management Plan, guiding the 5-year project implementation and long-term project management. The Management Plan will be submitted by the City to the Sonoma County Agricultural Preservation and Open Space District for approval. The Management Plan will be monitored and shall be updated as appropriate.

3) **Responsibilities of PLAN: Property Management of the Premises.** PLAN will act as Property Manager for the City in regard to the Premises in all respects except that rent and security deposits shall be paid directly to City under the terms of the applicable leases. Duties of PLAN as Property Manager of the Premise include but are not limited to, securing such tenants as may be needed to keep leased premises occupied and maximize rental income, presenting leases to tenants, responding to and resolving tenant issues regarding compliance with and terms of the leases, and ensuring that the leased premises are maintained in suitable condition in accordance with all applicable California landlord-tenant law at PLAN’s cost, subject to the terms of this Agreement, and that PLAN’s activities as Property Manager comply with all provisions of California law regarding residential tenancies. The City has previously approved the lessees residing on the premises as of August 1, 2012, and shall have the right to approve any future prospective lessee prior to execution of a lease with said prospective tenant. PLAN may use the services of experts and/or community nonprofit volunteers to provide repair and maintenance services for the Premises or for the Property. Experts, nonprofit organizations and volunteers working at the property shall complete a written acknowledgment that work performed is under the auspices of PLAN, and that no employment or contractual relationship exists with the City. PLAN shall ensure that all experts, nonprofit organizations and volunteers providing services are covered by PLAN’s insurance relating to the Property and activities engaged in, on or affecting the Property.

4) **Responsibilities of PLAN: Reporting.** PLAN shall provide an annual written property operations and management report and financial statement to the Parks and Recreation Department and City Manager. PLAN shall immediately report in writing to the City Manager any shortfalls in expected revenue, needed repairs which are estimated to cost in excess of $1,000, and all conditions of the property which could affect the health, safety and of any persons using the Property and/or the tenants occupying the Premises.

5) **Responsibilities of PLAN: Sonoma County Agricultural, Preservation and Open Space District (SCAPOSD).** PLAN shall document and prepare for City’s review and approval;

   a. Quarterly, for five years a performance report (PR) demonstrating progress under the approved work plan. The PR shall include a summary of the current status of the project; a description of any challenges encountered within the reporting period; current percent of project completed; and, amount, sources and percent of the match expended.
b. After five years and until March 31, 2031 an annual PR demonstrating implementation of the project. The PR shall include a summary of the current status of the project; current percent of project completed; and, amount, source and percent of the match expended.

6) Responsibilities of PLAN: Fundraising. The City and PLAN acknowledge that a significant purpose of cooperation between them is to support and optimize their joint responsibility with regard to implementation, maintenance and management of the Property as a public open space preserve. Except as otherwise provided herein, PLAN shall, subject to the City's approval, accept responsibility for constructing improvements and maintaining and managing such improvements for the public benefit, as well as establishing and managing the educational program. Supplemental funds for such activities may be obtained by fundraising including, but not limited to, the acquisition of grants from public, quasi-public and private entities. A primary source of funding for the project shall be Maintenance Fund 1. In furtherance of its obligation, PLAN shall create and obtain funding for the following additional funds:

a. Maintenance Fund 2. Separate from and in addition to Maintenance Fund 1 described in paragraph 7 of this Agreement, Maintenance Fund 2 shall be created. Funds raised by PLAN and designated for this Fund shall be deposited in an interest bearing fund, and shall provide a portion of the SCAPOSID required local grant match used for development and maintenance of the project. The account balance in this Fund shall be Twenty-Five Thousand Dollars ($25,000.00) within five (5) years of execution of this Agreement. Beginning in the sixth year of this Agreement, PLAN shall provide additional annual contributions to Maintenance Fund 2 of at least Five-Thousand Dollars ($5,000). Maintenance Fund 2 shall be held and managed by PLAN and utilized solely to further the purposes of this Agreement and to accomplish the duties of PLAN pursuant to this Agreement, including for project development and maintenance as a portion of the local matching contribution as required by the SCAPOSID grant agreement. PLAN shall, as part of its required reporting, provide to the City an accounting of Maintenance Fund 2 – Income and Expenses. Upon mutual agreement of PLAN and the City, custody of such funds may be transferred from PLAN to The City.

b. The Paula Lane Open Space Endowment Fund. PLAN shall use its best efforts to raise the sum of Three Hundred Thousand Dollars ($300,000.00) within a 10-year period (by year 2022) to create an endowment fund. Upon PLAN having raised Three Hundred Thousand Dollars ($300,000.00) or within year 10 from the date of this agreement, whichever occurs first, the total funds in the Paula Lane Open Space Endowment Fund shall be transferred to the City and shall thereafter be managed by the City. PLAN shall manage Endowment pledging through the fundraising process and, upon actualization of pledges, deposit such funds in the Endowment fund. Pledges
received after the Endowment fund is transferred to the City will be provided to the City for deposit in the Endowment fund on an ongoing basis. The funds may be invested and held as deemed appropriate by the party managing the Endowment fund as specified herein in its discretion to secure the performance of the duties undertaken by PLAN pursuant to this Agreement. PLAN shall provide to the City as part of PLAN’s required annual report full accounting of the funds received through actualization of pledges on an annual basis, commencing no later than year 5 of the project, or December 31, 2017.

c. In the event PLAN is unable to perform its obligations for any reason, the Endowment Fund may be utilized for such purpose pursuant to the good faith discretion of the duly authorized representative of the City.

7) **Responsibilities of the City: Funds Management and Access.** Both Parties agree that deposits in Maintenance Fund 1 and Maintenance Fund 2 will provide a source of funding for project implementation, and residential repairs and maintenance which is not the responsibility of tenants of the premises under the written leases between said tenants and the City.

a. **Maintenance Fund 1.** A source of funding for the open space preserve shall be a Fund denominated Maintenance Fund 1 under the possession and management of the City, in which all revenue received from rental of the Property and/or the Premises shall be deposited, after deduction of any necessary City administrative expenses related to the Property or the Premises. Maintenance Fund 1 shall be used to support the project development and maintenance requirements, pursuant to this Agreement. The City shall make funds from Maintenance Fund 1 available to PLAN for the purposes of performing PLAN’s duties pursuant to this Agreement upon written request of the duly authorized agent of PLAN and appropriate documentation of the use of and need for the funds, including identifying any entity that will conduct work or receive payment and all estimated and known costs. Such request and documentation shall be provided for City review and approval in advance of any commitment to expend funds. Both parties agree that funds shall be available following City approval of proposed use of funds within 30 calendar days of such request provided that, in the reasonable discretion of the City, through its duly authorized representative, the proposed use is within the scope of duties to be performed by PLAN pursuant to this agreement and consistent with obligations contained within the SCAPOSD grant agreement.

b. Contribution: The City may, in its discretion, provide equipment, materials, labor and grant funding to support any activity upon or related to the Property.

8) **Insurance and Liability.** PLAN shall maintain comprehensive general liability insurance through an insurance carrier duly admitted in the State of California
with an AM Best rating of no less than A+ in an amount of no less than One Million Dollars ($1,000,000.00) per occurrence and General Aggregate of Two Million Dollars ($2,000,000.00), insuring activities conducted by PLAN on and related to the Property pursuant to this Agreement. Insurance requirements, as specified herein, shall be subject to periodic review by both City and PLAN, by and through the City’s risk manager, at no more than five (5) year intervals, and shall be adjusted at those times to meet generally accepted protection levels for the uses described in this Agreement. The City may, by and through its risk manager, modify the insurance requirements specified in this section 8 as the City may deem necessary. The City shall be named as an additional insured in such policy. Upon project implementation, PLAN shall deliver a Certificate of Insurance to The City verifying such coverage. Such policy shall provide that a 30-day notice of cancellation shall be given to the City. The City shall be liable only to the extent provided by law and including the applicable provisions of the Government Code for filing of tort claims against The City for personal injury or property damage resulting from the negligent or wrongful omission of any City employee while acting within the scope of such employment. Except as expressly provided in this Agreement, nothing provided in this Agreement shall be construed to give either party the right or obligation to bind the other or to create any joint liability related in any way to the rights and obligations of The Parties set forth in this Agreement.

9) Promotion- Notice. Each party shall acknowledge the other party in any promotional activities related to the Property or any activity conducted thereon. Each party will notify the other party at least 30 days in advance of any public activity to be conducted on the Property.

10) Term. The initial term of this Agreement shall be for a period of twenty (20) years commencing from the date of execution of this Agreement. This Agreement shall be renewed thereafter for five consecutive terms of five (5) years each unless the City gives written notice to PLAN of its election to terminate this Agreement 180 days prior to the expiration of the term then in effect. Consideration of subsequent renewals shall be largely based on the City and PLAN fulfilling responsibilities described in this Agreement, including but not limited to the following funding, project implementation and operational agreements;

a. Maintenance Fund 2 shall reach a fund balance of $25,000 by August 31, 2017;

b. PLAN shall raise $5,000 annually to contribute to Maintenance Fund 2 beginning in calendar year 2018;

c. By December 31, 2017, PLAN will begin regular annual reporting to the City regarding the Endowment, with a goal to have secured at least 50%
($150,000) of the Endowment Fund commitment by December 31, 2018, including actual contributions and documented pledges.

d. Project implementation will be in accordance with the SCAPoSD approved Management Plan.

e. Honoring the implementation and operational agreements are of the utmost importance to both the City and PLAN. Should PLAN be unable to fulfill its responsibilities in this Agreement, the City may consider such actions or inactions to constitute a default and may consider and take action to terminate this agreement. PLAN and City will convene annually during the term of this agreement to ensure that project implementation and management are optimal for both parties and as agreed, and work collaboratively to both resolve any identified areas of concern and identify new opportunities that may enhance the project.

11) **DEFAULT.** It shall constitute a default under this Agreement if any of the events described below occurs. However, a non-defaulting party may, (but need not), grant to the defaulting party a reasonable time within which to cure the default, and if so, must specify such time in a written notice of default and opportunity to cure provided to the defaulting party. If the defaulting party, upon receipt of such notice and opportunity to cure, promptly commences and completes such cure within the time specified or any extension granted by the non-defaulting party to the reasonable satisfaction of the non-defaulting party, as evidenced in a written acceptance of such cure, then such default will be deemed cured.

a. Either party liquidates its business, becomes insolvent, makes an assignment for the benefit of creditors or has filed against it a petition of bankruptcy, bill in equity, or other proceeding(s) for the appointment of a receiver or other custodian for its property, or it proceedings for reorganization or composition with creditors under any law are instituted by or against Contractor or if any levy or sale or execution of any kind is made upon or of the any property of the Contractors in the Premises.

b. Either party fails to perform any of its obligations in accordance with this Agreement

12) **TERMINATION AND REMEDIES.**

a. If PLAN materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may terminate the Agreement by notice to PLAN specifying the termination effective date.

b. If the City materially breaches any term of this Agreement, PLAN shall have all rights and remedies afforded to it by this Agreement or law or equity.
13) **Indemnification.** PLAN agrees to defend, indemnify, waive claims against, and hold the City, its elected officials, its officers and agents, harmless from any and all claims, suits, actions, judgments and all costs, damages, counsel fees or expenses, including costs of investigation arising out of:

a. the performance or non-performance of the terms, conditions and covenants herein;

b. litigation arising out of or challenging the City’s participation in the project described herein;

c. taxpayer lawsuits regarding such project;

d. the negligence or willful misconduct of PLAN or its members; and

e. any other occurrence or activities arising out of the above-described activities by PLAN, its members and/or nonprofit organizations and/or volunteers acting at the request of or under the control of PLAN.

14) **Notices.** All notices shall be in writing and shall be personally delivered by courier service, via facsimile or deposited in the U.S. Mail, postage prepaid and addressed as follows:

   To: Paula Lane Action Network
   Paula Lane Action Network
   P. O. Box 2903
   Petaluma, CA 94953

   To: The City of Petaluma:
   Assistant City Manager, City of Petaluma
   11 English Street
   Petaluma, CA 94952

   All notices shall be effective upon delivery or refusal of delivery.

15) **Non-Waiver.** The failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision, and the provision shall remain in full force and effect.

16) **Interpretation.** The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly against either party.

17) **Assignment.** Neither party may assign any right or obligation set forth in this Agreement without the prior written approval of the other party.
18) **Authority.** Any individual executing this Agreement hereby warrants that he/she is duly authorized on behalf of The City and PLAN. Either party may require reasonable written evidence of such authority.

19) **Entire Agreement.** This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, between the parties concerning the subject matter of this Agreement. Neither City nor PLAN has made any promises or representations, other than those set forth in this Agreement.

20) **Amendment.** This Agreement may be amended only by a written instrument executed by authorized representatives of each party.

21) **Attorneys Fees.** In the event either party hereto shall commence any legal action arising out this lease agreement or the performance thereof, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable attorney's fees to be fixed by the Court.

22) **Construction.** This Agreement is the product of negotiation and compromise on the part of both parties and the parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

23) **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

24) **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

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

CITY OF PETALUMA

PAULA LANE ACTION NETWORK

City Manager

Name

ATTEST:

City Clerk
APPROVED AS TO FORM:

City Attorney

APPROVED:

Department Director

APPROVED:

Risk Manager

APPROVED:

Finance Director

1954086.2
EXHIBITS

Exhibit 5: Residential Lease Agreement

Residential Lease Agreement(s)
431 & 435 Paula Lane

On file with City of Petaluma
11 English St. Petaluma, CA 94952
EXHIBITS

Exhibit 6: Work Plan
Work Plan

The Work Plan for the Paula Lane Nature Preserve consists of 5 years of gradual progress toward full implementation in Year 5.

Year 1:
Final acquisition details will be addressed, and residential lease agreements with tenants, the City/PLAN operating agreement, and legal review of these documents will occur. A certified arborist/permaculturist will assess trees on the property, update the tree report and make recommendations for immediate maintenance needs as well as for long term care. Tree trimming will be contracted, vegetation management for fire prevention will occur, and a sustainable agriculture research project will be contracted to set forth ideas and a plan for the sustainable agriculture/permaculture area of the project. Wildlife cover piles for habitat enhancement will be created from tree trimming remains. Wildlife Viewing Area #1 will be designed and installed with a custom-designed redwood bench to blend with natural surroundings and native planting in the area for aesthetics. Custom designed gateposts and the entryway to the Preserve will be designed and constructed. Native planting for habitat enhancement and restoration will begin. Residential maintenance needs for the farmhouse and cottage will also be addressed. Property maintenance needs, including seasonal vegetation management, will occur. Eight total guided walks for the public will be offered in Summer and Autumn, before rainy season. Daily habitat monitoring will occur.

Year 2:
Design of the sustainable agriculture area will continue with consulting assistance. Planning and soil preparation, along with irrigation plans, will be undertaken. The certified arborist and permaculturist will continue to provide assistance with tree maintenance and preservation. The consulting biologist will make site visits for habitat monitoring. A trails consultant will assist with the best approach for the planned perimeter trail. The perimeter trail will be created and maintained. The Sunset Viewing Area with Bench will be installed at the corner of Paula Lane and Sunset Drive. Wildlife friendly perimeter fencing and hedge rows will be begun in Year 2. An entryway interpretive kiosk will be constructed and installed by end of Year 2. Native planting for habitat enhancement and restoration will continue. Residential maintenance needs for the farmhouse and cottage will be addressed. These needs will include possible energy conservation and water management improvements. Property maintenance needs will be addressed. Fifteen guided walks for the public into the Preserve will be offered in Spring, Summer and Autumn. Daily habitat monitoring will occur.

Year 3:
The sustainable agriculture area plan will continue to be implemented. A permaculturist will consult for evolution of this project element. The certified arborist will continue to offer expert guidance in tree care and maintenance. A trails consultant will offer guidance on the best approach to the low impact access trail into the Preserve and to the hilltop. The access trail into the Preserve will be implemented. A covered bicycle rack will be installed inside the entrance to the Preserve. The Hummingbird and Butterfly Garden will be designed and planted.
Signage related to the public access trail into the Preserve and habitat protection will be installed. Public Outreach materials will be produced to be placed in the interpretive kiosk and to be used in general for information and education. Native planting for habitat restoration and maintenance will continue. Residential maintenance needs for the farmhouse and cottage will be addressed. Property maintenance needs will be addressed. An orientation and rules process will be developed and offered for members of the public wishing to enter the Preserve and use the access trail adjacent to sensitive habitat, to the hilltop. Biological site visits to assess habitat will be scheduled as needed. Daily habitat monitoring will occur.

**Year 4:**

The sustainable agriculture area will continue to be developed and project elements installed in Years 1-3 will be maintained and possibly enhanced. The arborist will continue to guide tree care and maintenance. Biological site visits for assessing habitat will be scheduled as needed. The shed barn located in the Building Envelope will be designed and transformed into a native plant propagation area, storage area and educational program amenity, permits obtained, and work begun. Wildlife Viewing Area #2, at the hilltop, will be designed and installed. A perimeter parking space will be created. Fifteen guided walks for the public into the Preserve will be offered in Spring, Summer and Autumn. This time will also include the orientation and rules process offered to members of the public who wish to access the trail into the Preserve, to the hilltop. Native planting for habitat enhancement and restoration will continue. Residential maintenance needs for the farmhouse and cottage will be addressed. Property maintenance needs will be addressed. Daily habitat monitoring will occur.

**Year 5:**

The main Preserve sign will be designed, approved and installed. Additional signs for direction and habitat protection will be installed. The arborist will continue to guide tree care and maintenance. Biological site visits will be scheduled for habitat assessment. The southern area of the Preserve will receive attention in Year 5. Old fencing will be removed and a wildlife friendly hedge row will be planted along the remainder of the Preserve's Paula Lane frontage. The southern property line fence will be replaced with wildlife friendly fencing and hedge rows. The Education program elements of BadgerMap and Badger Soundscape will be developed and begun at the Preserve. The sustainable agriculture area will continue to develop and be maintained. A bird blind may be constructed and placed in an appropriate location for wildlife watching along the property’s perimeter, outside habitat. Twelve guided walks for the public into the Preserve will be offered in Spring, Summer and Autumn. This activity will include the orientation and rules process offered to members of the public who desire to access the trail into the Preserve, to the hilltop. Daily habitat monitoring will occur.
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Note: $32,640 in fencing/hedge row implementation may be carried to Year 3.
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Source of Funds:
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- PLAN - Maintenance 2: $500, 2016
- PLAN - In Kind: $50,260
- Other-grants/Grants: $790
- Est. Total: $77,510
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Source of Funds

<p>| City - Maintenance 1 | 37,250 | 1950 x 12 mos | 23,400 | 12/16-11/17 |
| PLAN - Maintenance 2 | 4,500  | 5,000 to Fund 3 | 5,000 | 12/16-11/17 |
| PLAN - In Kind       | 60,115 |        | 101,865 |        |
| Other-Grfts/Grants   | TBD    |        | 101,865 |        |
| Est. Total           | 101,865 |        |        |        |</p>
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43,220 TBD: Grants/Gifts/Budget Mgmt
EXHIBITS

Exhibit 7: Overall Project Budget
### Exhibit 7: Overall Project Budget (page 1 of 3)

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<tr>
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**Subtotals**

$ 1,050,000 $ 663,060 $ 1,249,100

Excludes .03 inflationary adjustment, contingency fund

Project Note: In-Kind Contribution = $696,000
Admin/Proj Mgmt = 388,200, In-Kind Volunteer 307,800

**TOTAL EACH ENTITY**

$ 1,050,000 $ 663,060 $ 1,249,100

**TOTAL MATCH**

$ 1,912,160

Funding Notes:

PLAN Contributions Derived from Maintenance Fund #2,
Endowment Fund by Year 10, Grants TBD
City Contributions Derived from Maintenance Fund #1
(residence rentals), Grants TBD

Revised: 5-1-11
## Sample Performance Report

### City of Petaluma  
Paula Lane Action Network

### Paula Lane Nature Preserve

**Submitted Date:** 11/14/2012  
**Reporting Period:** 05/14/12-10/14/12

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*Total for Reporting Period*
Sample Performance Report – Narrative

Grantee Name: City of Petaluma/Paula Lane Action Network
Project Name: Paula Lane Nature Preserve
Submitted Date: 11/14/2012
Reporting Period: 05/14/12-11/05/12 (6 months)

Escrow closed on the acquisition on 05/14/2012. A notice of change of tenancy terms and conditions was prepared and delivered to the occupants of 431 and 435 Paula Lane on Thursday, May 24, 2012. New residential leases were written for each residence and were fully executed between tenants and the City on August 12, 2012. All security and pet deposits have been paid in full, and all lease payments are in good standing. Habitat Protection signage was obtained and installed in two strategic locations around the property perimeter. A perimeter gate was secured. Vegetation management mowing was carefully carried out in early June 2012. Habitat monitoring for dispersal season of American Badger was conducted. The Tree Report from 2004 was updated and revised, with recommendations for tree trimming and care. Annual power line tree trimming along the Paula Lane frontage was completed in late October and tree trimming away from residential roofs is planned for early November 2012. Native planting south of the farmhouse to create “Deer Circle” and restore habitat and cover for wildlife was done as a community volunteer day on Oct. 13th. Native plants were donated and obtained wholesale from Casa Grande High Native Plant Nursery and North Coast Native Nursery. Gutters of residences were cleared and necessary pre-winter residential repairs were accomplished on the farmhouse. The City/PLAN Agreement, guiding the partnership in the Matching Grant project, was finalized. The Management Plan draft was written and reviewed by PLAN and the City of Petaluma, preparing for submission to the SCAPOS by November 14th. Two guided walks for the public on Saturday mornings in August and September were hosted by PLAN into the future Preserve. An artist/designer is collaborating to design entryway artistic gateposts. An artist/designer is collaborating for the bench for Wildlife Viewing Area #1.
APPENDICES

Appendix A: Tree Report, McAnany
Appendix A: Tree Report, McAnany (page 1 of 16)

Damien McAnany Certified Arborist
2772 Woolsey Rd., Windsor, CA 95492
(707) 360-5231

Tree Report
Paula Lane Open Space Property
431-435 Paula Lane
Petaluma, California

October 5, 2012

Summary

There are over thirty trees on the Paula Lane subdivision property. Most of these trees are on the parcel that includes two rental houses. Collectively, these trees make a significant contribution to wildlife habitat, as well as the livability of the residences. Many of the old trees are in excellent health, while other old trees are not, but nevertheless add to important habitat for a variety of birds and other animals.

Introduction

As part of the managed and natural evolution of the Paula Lane Nature Preserve as a wildlife sanctuary and public access respite, I was brought in to give an evaluation of the trees on the property from the perspective of an arborist. This report is essentially a follow-up on the report done eight years ago by Sherby Sanborn. I visited the site on August 17, 2012 in order to make the following observations. My assessments are oriented toward both safety of people and property as well as wildlife and conservation values.

Scope of Assignment

When I visited the property, I did a Visual Tree Assessment of all significant trees I was aware of. This is a rapid but very useful technique for determining disease or weakness in a tree. More in-depth techniques that can provide a more thorough evaluation of individual trees of concern, but are not generally conducted in a large survey like this.

Setting

The property being described is on the western outskirts of the City of Petaluma. According to Natural Resource Conservation Service maps, the soil is fine sandy loam. In theory, this should provide very good drainage for trees, but also allow for more nutrient retention than a typical sandy loam. The portion of the property with the buildings and the majority of trees slopes gently up from Paula Lane itself to the hill top, which is near the property line at the south of the property and behind the buildings. From this point the land drops off in all directions, most steeply to the northwest.

There are several trees near the south property line. It would be helpful to ascertain to which property these trees legally belong.
Many of trees on the property appear to have grown up on their own, especially the native oak trees. The line of Monterey Cypress upslope of the buildings and that is lined up approximately north-northeast from the southern property line was likely planted as a wind break, which would be typical for the species, setting, and era when they were planted. Other trees around the houses seem to be a fairly random assemblage. All trees appear, in general, to have been unmaintained for many years. As a whole, the trees are in various stages of life: young and vigorous, mature and healthy, old and decaying. All of these stages provide appropriate diversity for a property managed for wildlife sanctuary. What is also important is that the tree also be managed for safety in regards to people and property.

Tree Evaluations

For these evaluations, I will quote directly from Sanborn's report first, with my additions afterwards. I believe that his report was well written, thoughtful, and informed. There are a few items he may have missed, but mostly, I am reporting on changes that have taken place since that initial report. Unless the description states otherwise, I believe that the trees are sound and healthy as far as I could tell from a Visual Tree Assessment.

2004 Report: "Tree #1: Is a large, mature Monterey cypress in fair condition. There are dead and broken branches scattered throughout the crown. Coryneum canker is probably present however there are no large lesions on the trunk. There is a fire scar on the southwest side of the trunk which did not appear to be a significant defect. Monterey cypress, when over mature become heavily infected by coryneum canker. Such trees may become hazardous due to limb breakage and trunk failure. This particular tree appears to be sound and through proper thinning and maintenance its condition could be improved adding value to the property for many years."

Tree #1 Monterey cypress. Same findings as Sanborn. In addition, some branches are stub cut. This is a poor pruning practice which leads to long wound closures time, and therefore increases the extent of internal rot and the chances of boring insects. See Photo #1.
2004 Report: "Tree # 2: The condition of this Monterey cypress is similar to that of tree # 1. It has a large branch stub on the east side of the tree that appears to have broken some time ago. Thinning and good maintenance would significantly improve this tree as well."

Tree # 2 Monterey cypress. Same findings as Sanborn. Branches over roof are stub cut. See Photo # 2.

Photo #2. Stubs cuts above shed roof on Tree # 2.

2004 Report: "Tree # 3: This Monterey cypress is in very poor condition. It is declining and so its primary benefit is for wildlife habitat. The tree is small so it does not represent a significant hazard."

Tree # 3 Monterey cypress. Same findings as Sanborn.

2004 Report: "Tree # 4: This Monterey cypress is also in very poor condition. The trunk exhibits a significant lean probably due to a loss of tension wood strength on the east side of the trunk. The crown is bent to such an extent that branches are resting on the ground and probably are supporting the tree. This tree does provide wildlife habitat."

Tree # 4: Monterey cypress. Still alive but collapsed, decaying.

2004 Report: "Tree # 5: This Monterey cypress also has a significant lean to the west and is in poor condition. The crown is very unbalanced with large, long horizontal branches"
concentrated on the west side of the tree. It also has decay on the east side of the trunk, the tension side of the tree, and this is likely to result in trunk failure in the future. The direction of the tree’s lean is away from any structure or areas frequented by people so its hazard potential is minimal. In combination with trees # 3 and 4 this tree does provide good wildlife habitat, particularly for birds."

Tree # 5: Monterey cypress. Same findings as Sanborn.

2004 Report: "Tree # 6: This Monterey pine is in very good condition. No evidence of bark beetle attack. However, as the tree gets larger and its water demands increase, it will likely succumb to bark beetle attack. Sequoia pitch moth is present on the trunk of the tree. The larvae of this moth causes pitch globs to form on the bark. While the globs can become unsightly, they rarely cause tree mortality. I also observed one western gall-rust gall. This fungus causes large ball shaped galls to form at the ends of branches causing the portion beyond the gall to die. The disease is easily controlled by removing the galls as they form."

Tree # 6: Monterey pine. Same findings as Sanborn:

2004 Report: "Tree # 7: This Monterey pine is also in very good condition. There is no evidence of bark beetle attack. A few sequoia pitch moth globs are present on the trunk. The tree would benefit from pruning due to crossed and conflicting branches."

Tree # 7: Monterey pine. Same findings as Sanborn. Also agree with recommendations for pruning. In addition, this tree has codominant trunks with a narrow angle of attachment. To quote Sanborn "Such attachments have a strong tendency to develop imbedded bark within the branch union. Over time this weakens the union causing the two stems to split apart."
Codominant stems with narrow angles of attachment are one of the most common failure points in trees. In fact, two trees with this characteristic have failed on this property since Sanborn’s report in 2004 (see below). In this case, the house could be a potential target. Cabling would be advised. See Photos # 3 and # 4.
2004 Report: "Tree #8: This deodar cedar is in poor condition. It has a kinked trunk and the branch whorls are closely spaced as they ascend the trunk indicating poor growth. This tree is next to the walk at the back of the house so its crown is being crowded and suppressed by the house and tree #7."

Tree #8: Same findings as Sanborn.

2004 Report: "Untagged Tree: This Deodar cedar is in very good condition and growing well. My only concern with this tree, as with any other deodar cedar, is its potential size. Deodar cedar can grow to a height of 60 feet with a 30 foot crown spread. Because of its proximity to the house its spread would need to be controlled."

Untagged Deodar cedar: Same findings as Sanborn. In addition, this tree has a self-correcting lean. The lean is caused by growing in the shade of the tree next to it.

2004 Report: "Tree #9: This redwood is in good condition although it has a rounded crown and appears to have lost the top of its central stem at some time in the past. As a result the tree may form multiple tops which will need thinning at some point."

Tree #9: Redwood. Tree seems to have re-gained a healthy, single, central leader. Self-correcting lean as in untagged tree next to it.
2004 Report: "Tree # 10: This redwood is in very good condition with a sound central leader."

Tree # 10. Redwood. Has developed small codominant top. At this point the stems in question are so small that they would be of little consequence if they failed. In addition, the angle of attachment is fairly wide. However, it would be quite quick and inexpensive to fix this problem now. It would be more expensive years down the line. See Photo # 5.

![Photo # 5 showing small co-dominant stems on the top of this redwood.](image)

2004 Report: "Tree # 11: This multi-trunk redwood has several stems arising at the base of its trunk. This is a small tree in good condition. Redwoods with multiple trunks tend to be sound with little hazard potential, however, thinning the trunks to a single stem could improve the tree's growth and aesthetics."

Tree # 11: Redwood. The smallest trunk on this tree is now dead. The middle trunk has a large vertical crack. See Photo # 6. It would benefit the healthy, sound trunk to have the other two removed. This would allow the third trunk more space and light to grow in.
Photo #6 showing the crack in the second largest stem of tree #11.

2004 Report: "Tree #12: This English walnut is a young tree in very good condition. Walnut trees benefit wildlife, particularly gray squirrels, crows, and scrub jays who harvest the nuts."

Tree #12 English walnut. Generally the same findings as Sanborn. This English walnut appears to not be grafted to different rootstock, which is a bit unusual. There is some twig dieback, probably due to drought stress. Not a serious problem. There are holes on the upper trunk likely made by sapsuckers, a genus of birds in the woodpecker family. See Photo #7. At this level it is likely not a serious threat to the health of the tree, but could have an effect over time. Occasional monitoring would be warranted. To my knowledge, there is no good way to prevent this damage.

2004 Report: "Tree #13: Swamp Gum, Eucalyptus sp. is in very good condition. Several small branches in the lower crown are dead."

Tree #13: Swamp Gum Eucalyptus. Generally the same as Sanborn. In addition, this tree has
almost no root flare. It may have a buried root crown. Buried root crowns are often caused by an addition of soil to the site around the tree. In the long run, they can potentially lead to crown rot and the death of the tree. A root crown excavation is the typical solution for this problem. I cannot find a tag on this tree.

2004 Report: "Tree # 14: This white ironbark eucalyptus is in fair condition due to a trunk lean and poorly shaped crown. Its crown interferes with the crown of tree # 15."

Tree # 14: While ironbark eucalyptus. Generally the same as Sanborn. In addition, it is being crowded out by cypress tree # 1. I cannot find a tag on this tree.

2004 Report: "Tree # 15: This white ironbark eucalyptus is in good condition. Its single trunk forks into two codominant stems at about three feet. The tree has a slight lean with most of its crown weight on the north side."

Tree # 15: While ironbark eucalyptus. One co-dominant stem (noted by Sanborn) has failed. See photo # 9. This is an extremely common occurrence with codominant stems. The remaining stem is severely lopsided. It is entangled with Tree # 14. This tree is now in poor condition. There is no serious risk as there is no likely target were this tree to fail, though it probably provides little wildlife habitat either.

Unmarked Monterey Pine by tree # 15: This is probably a young tree as it is growing in nearly full sun and this species generally grows fast under these conditions. It was likely too small to be mentioned in Sanborn’s 2004 report. It has a minor self-correcting lean, likely from growing in the shade of tree # 14 early in its life. There is minor dieback in the canopy. See Photo # 9. There is also extensive pitch on the trunk about 2/3 of the way up the tree. See photo # 10. Both of these signs (tip die-back and pitch high up on the trunk) indicate the presence of Pitch

Photo # 8 showing the torn wound from the failure of the codominant stems on Tree # 15.
Canker, *Fusarium circinatum*, which is a very common disease of Monterey pine on our area. Although some Monterey pines do survive this disease, many do not. Furthermore, Monterey Pines typically only have a 20 to 30 year lifespan away from the cool coast, which is their natural habitat. The damage from Pitch Canker also encourages engraver beetles, *Ips* species. Attack from these beetles is often fatal for Monterey pine in our area. Though the damage to this tree is fairly minor at present, removing this tree could be beneficial to other Monterey pines on the property, like tree # 3. If the tree is removed, the wood needs to stay on site. It can be covered in clear plastic tarp (solarized) for several months to kill any resident *Ips* beetles to prevent them from spreading to other trees. Alternatively, the wood could be buried to help fertilize and provide a more steady water source for newly planted native trees and shrubs. This is sometimes referred to as *kultur*. We can discuss other ways of treating the wood if neither of these is practical.

![Photo # 9 showing tip dieback in this newly described Monterey pine.](image)

![Photo # 10 showing heavy pitch bleeding on upper trunk.](image)

2004 Report: “Tree # 16: This particular non-native species of acacia is common in Sonoma County. It is a very fast growing and often invasive. Acacia trees produce large quantities of pollen in the spring when their bright yellow flowers open. This pollen produces a significant allergic response in many people. Honey bees do enjoy the flower nectar, however, the leaves are poisonous to other wildlife species. This particular tree is actually multiple trees. This group of trees is in poor condition.”

Tree # 16: Acacia. Generally the same as Sanborn. These trees are spreading. Thinning over
time and replanting with natives would likely provide more wildlife habitat.

2004 Report: "Tree #17: This red gum fell over last winter. The tree was removed but the stump still remains."

Tree #17: Red gum eucalyptus. The standing trunk of this tree seems to be a very large stump sprout of the former eucalyptus, about fourteen inches diameter at breast height. It seems to have grown this large since the last tree report, which seems incredible. It generally appears healthy. There is one potential for branch failure (eight inch diameter branch) which could affect traffic along Paula Lane and should be removed for safety reasons. See photo #11. One option would be to take out the tree entirely. The Coast live oak growing underneath it would quickly take it's place, though future removals of stump sprouts might be necessary or desirable. The Coast live oak would provide better wildlife habitat.

![Photo #11 showing the union of the potential branch failure of tree #17.]

2004 Report: "Tree #18: This coast live oak is an unusual specimen because it has two trunks that are growing prostrate along the ground for approximately 6-8 feet. Each stem then bends up becoming vertical. The tree appears to be healthy without defects and growing vigorously. Interior branches and other vegetation were too thick for me to thoroughly examine each root crown. However, from a distance they appeared sound. This is a very unusual and healthy specimen. If some of the interior branches and other vegetation are removed, this would be an excellent specimen worth saving. Leaving the lower branches improves wildlife habitat."

Tree #18: Coast live oak. The base of this tree is much more visible than during the previous tree report because of pruning for street clearance. The wounds from this pruning are healing well, a good sign.
Monterey pine between trees # 18 and 19: This pine has a self-correcting lean from growing in the shade of neighboring trees. It is just now growing so that its crown is nearly even in height with the trees next to it. It appears vigorous and healthy, but is adding to congestion of trees that are more valuable from both aesthetic and wildlife points of view.

2004 Report: "Tree # 19: This large coast live oak is a very fine specimen and is growing vigorously. The tree does have two codominant stems with an acute angle of attachment about two feet up the trunk. Such attachments have a strong tendency to develop imbedded bark within the branch union. Over time this weakens the union causing the two stems to split apart. The union appears sound at this time, however, if the tree remains it should be monitored periodically. If the union begins to show signs of weakening cables should be installed between the two stems. The tree could benefit from thinning and shaping."

Tree # 19: Coast live oak. Clearly has a codominant trunk. At this time there are no obvious bulges that would indicate imminent failure of this union. It is not a severe risk of failure at this time. It is, however, near the road and stability would be improved with cabling. This is the same species and condition that failed in tree # 32, causing half of the canopy to die on that very old tree. Otherwise, it is a healthy, vigorous tree.

2004 Report: "Tree # 22: This young coast live oak is in excellent condition. It is growing vigorously with good crown shape and branching structure."

Tree # 22: Coast live oak. Generally the same findings as Sanborn. It has large, shallow cracks in the bark from vigorous growth, which is normal and not a problem. It has extensive deadwood from higher branches shading out lower ones, which is very typical with this species. Cutting out some of this deadwood would lead to increased light on the ground for potential low plantings. Leaving these branches would keep the ground more open and bare.

2004 Report: "Tree # 23: This coast live oak, like the one above is young and growing vigorously. The subdivision map indicates the tree has multiple trunks but I only observed one during my visit. Some of the lower scaffold branches could be removed to improve clearance and aesthetics, otherwise the trunk is sound."

Tree # 23: Coast live oak. Same findings as Sanborn.

2004 Report: "Tree # 24: I am not a palm expert, however this Mexican fan palm appears to be healthy and sound."

Tree # 24: Mexican fan palm. Same findings as Sanborn.

Italian buckthorn. There is an overgrown shrub next to tree # 24. I believe it is an Italian buckthorn, Rhamnus alaternus. See photo # 12. There seems to be some sign of disease on the lower trunk. See photo # 13. My understanding is that the fruit is of low value to birds. This shrub will likely damage the gutters and roof of this house eventually. It could potentially damage the foundation as well. I would recommend removing, or at least reducing this shrub to mitigate its potential harm to the building. Another shrub that is more beneficial to wildlife could...
be planted.

Photo # 12 showing detail of the Italian buckthorn leaves and ripe berries.  

Photo # 13 showing the Italian Buckthorn pressing up against house. Note the dark streaks on the lower trunk visible in the photo.

2004 Report: "Tree # 25: This coast live oak is growing upslope from the houses. The tree is young and appears to be in good condition and growing vigorously. I did not notice any defects."

Tree # 25: Coast live oak. Same findings as Sanborn.

2004 Report: "Tree # 26: This Monterey cypress was damaged during last winters storms and is dead. The potential problems inherent in Monterey cypress are exemplified by this tree. The interior wood of the trunk was decayed leaving a thin walled cylinder of sound wood to support its mass. It appears that high winds caught a lateral branch causing the trunk to twist. This twisting caused the trunk to kink like a hosepipe and collapse. Even though dead, this tree, in association with trees # 27 and 28 provide good wildlife habitat."

Tree # 26: Monterey cypress. This tree is mostly gone now.

2004 Report: "Tree # 27: This tree is declining and is in poor condition. Coryneum canker has affect the crown and branches. Dead declining branches and decay are evident throughout the trees' crown. See comment above regarding wildlife habitat."

Page 12
Tree # 27: Monterey cypress. Generally the same findings as Sanborn, though trunk appears sound.

2004 Report: "Tree # 28: like it 27 above, this tree is also declining and in poor condition."

Tree # 28: Monterey cypress. Same findings as Sanborn. This tree seems to provide especially good wildlife habitat with low branches for cover.

2004 Report: "Tree # 29: This multi-trunk black oak has some structural defects in its trunk and root crown. Previous livestock grazing has compacted the soil and injured the root crown resulting in exposed wood with evidence of decay. Several trunks of this tree have become infested with carpenter worm which has contributed to structural defects and the potential for trunk failure. Despite these problems the tree is growing well and exhibits good shoot elongation. Since this tree is in an area frequented primarily by horses, it has little hazard potential."

Tree # 29: Black oak. This tree is in serious decline now. The base of the tree is quite buttressed, and likely hollow. This can easily lead to failure of the trunk at that point, but also create excellent shelter for ground dwelling wildlife. The canopy appears very thin.

2004 Report: "Tree # 30: This blue gum is at the northern end of a eucalyptus windrow. This tree, like the others, is a second growth clump (stump sprouts). The sprouts are still young, however like most sprouts of this type they are weakly attached and as they get larger may be subjected to wind-throw."

Tree # 30: Blue gum eucalyptus. Same findings as Sanborn. In addition, it is important to add that there is no likely target in case of failure of one of the stems. It seems to sit on the far side of the fence.

2004 Report: "Tree # 31: This is a very nice, spreading valley oak in very good condition. There is some dead wood in the crown and some of the lower scaffold branches are long and horizontal. However, all branch attachments appear to be sound. The tree is growing vigorously as evidenced by last year's stem growth of six or more inches. The tree house that is under construction will not benefit the long-term health of this tree and it should be removed if possible."

Tree # 31: Valley oak. Generally the same findings as Sanborn. This is one of the most beautiful trees on the property and the platform will certainly lead to wounding of the branches it is attached to. I recommend removing the platform as soon as possible, as long as you determine which side of the property line it is on.

2004 Report: "Tree # 32: This is a unique coast live oak with long drooping scaffold branches. The tree appears to be growing vigorously and has a full crown. The northeast side of the trunk has a very large cavity with decay present in the exposed wood. This condition could result trunk failure in the future. The tree's location and a lack of human structures or activities (no targets) suggests that while it may fail at some point, its hazard potential is minimal. This tree was full of birds and other wildlife during my visit. An oak of
this size may be as much as 200 years old."

Tree #32: Coast live oak. The codominant trunk on this tree has failed. The failed trunk is balanced precariously and could fall to the ground eventually. As there will likely be no human activity in this area, there is no potential safety risk. See photo #14. With its previous major wound plus this new very large wound, this tree will struggle to keep up with increasing rot. It will go into decline, but it still has many years (likely decades) left to go.

![Tree with failed trunk](image)

Photo #14 showing the codominant trunk that has split out and is precariously perched at its former attachment point.

**Discussion and Conclusions**

The trees at the Paula Lane open space project are diverse in multiple ways. There are a diversity of species, as well as a diversity of ages and states of health. This genetic and structural diversity tends to encourage a greater diversity of animals that use the trees for habitat. While a healthy oak tree may produce large amounts of acorns for forage, a decaying tree may be a good source of insects for birds like woodpeckers.

However, the diversity of species on this site can also be problematic. There are several reasons for this. Certain species are super competitive and tend to reduce diversity in the long run by out competing other species. This is a concern with the Acacia by the entrance to the property. Another reason is that many of the trees on the property are not well adapted to the
conditions there. For instance, while redwoods are native to Sonoma county, they tend to occur naturally only within a few miles of the coast where conditions are considerably wetter. Likewise, Monterey Pine and Monterey Cypress come from coastal habitats. Trees that are not well adapted to our relatively hot, dry interior summers tend to be more stressed and prone to diseases and insect infestation. This is not a reason to remove them per se, but it should factor into management decisions for the long run. Thoughtful decisions for planting native trees to contribute to habitat enhancement and restoration are recommended.

The density of trees on the portion of the property with human dwellings is also a complicated matter. The density allows animals better opportunity to hide and find shelter. However, it also means that more trees are competing for limited amounts of sunlight and water. This tends to mean that all of the trees are more stressed and therefore prone to more disease and insect infestation. This is not a desirable outcome for wildlife in the long run.

In addition to wildlife considerations, property managers have to consider the impact of trees on the lives and property of residents, visitors and the general public. While people generally perceive trees as a larger risk than they generally are, trees can pose certain hazards. Property managers have the responsibility to understand these hazards and to mitigate them as much as is reasonable. There are several safety concerns in the above observations that should be considered and mitigated in a reasonably timely manner.

Recommendations

I agree completely with Sanborn's recommendations. I will state them again here:

"If the Paula Lane property is not developed, I would recommend that some of the weaker trees as well as some of the less desirable species be removed. In addition, the gradual replacement of less desirable non-native trees should be considered. This would allow the remaining trees to grow more vigorously. I would also recommend a program of periodic thinning with a focus on the removal of dead, weakened, and diseased branches, as well as hazard reduction around buildings. Such a program could reduce the occurrence of pests such as Coryneum canker. Prunings and dead wood could remain on site but away from dwellings and allowed to be recycled through natural processes."

In addition, I updated the evaluations to some of the trees, so those specific recommendations have changed. I would also add that any tree material that may be infested with insect pests should be dealt with in a manner that is best for the future health of the living trees, to be determined on a case by case basis by a competent arborist. Because of the sensitive nature of this property as a wildlife habitat, noise from arborist work on the property should be kept to a minimum whenever possible.
References


Sincerely,

Damien McAnany
ISA Certified Arborist #WE-8772A
APPENDICES

Appendix B: American Badger Habitat Survey and Map, Bioconsultant LLC 2004
Full Report on File.

For more information on the *American Badger Habitat Survey*, please contact Paula Lane Action Network at 707-773-3215.
APPENDICES

Appendix C: Avian Survey, Paula Lane Birds, Dan Nelson 2004
Appendix C: Avian Survey, Paula Lane Birds, Dan Nelson 2004 (page 1 of 3)

Appendix C  Avian Survey

To:  City of Petaluma  Council Members, etc.

Regarding:  Wildlife at Paula Lane property

From:  Dan Nelson, Wildlife Biologist

Attached:  Checklist of Bird species found at Paula Lane site, and annotated
          Checklist with special notes, dates, etc.

Greetings to the Planning Commission and City Council members,

The following list has been researched and compiled since September, 2003, and will continue to grow as I spend more time looking. There are few, if any open spaces left here that can boast such a wide assortment of avian diversity, but yet are still close to Petaluma to offer not only a choice greenbelt for aesthetic reasons, but also great educational possibilities to numerous schoolchildren living nearby.

This property is the home to over 120 species of birds, during the year; however, limited access has prevented me from entering to formally document a number of species I am more than confident I would find if I were granted access. I am working on a supplemental list of these “search-for” species and am confident at least 20-30 additional bird species will be documented on the premises by the end of 2004.

I want to stress that my background in Environmental Studies and Biology in Sonoma County over 20 years has led me to few localities with so much diversity in a relatively small, park-sized area. It is simply much richer than some of the flat drier areas surrounding Petaluma, and these lists reflect this.

Many of these creatures are lost forever, should the area be developed. They simply don’t just relocate without causing a ripple-effect, driving other established pairs away, or, more often, they themselves being chased away from suitable areas for pairs already established there. The same goes for all the mammals, reptiles and amphibians which are known to inhabit the area.

This property should be saved, preserved, as anything less would be a tragedy.

Thank you,

(signed)
**BIRDS OF PAULA LN. AREA**
Compiled by: Dan Nelson

Wildlife Biologist

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APPENDICES

Appendix D: Wildlife Inventory List – Paula Lane (ongoing)
WILDLIFE INVENTORY/PAULA LANE PROPERTY

From California Wildlife Action Plan: "Wildlife at Risk"

Among wildlife species, those with limited distributions and those that are restricted to particular habitat types face formidable challenges if the habitats or resources upon which they depend are lost or degraded. Wide-ranging and migratory species also face unique threats because they are vulnerable to habitat fragmentation and because it can be difficult for conservation managers to secure the protection of widely separated habitat areas...

Following is a partial listing of identified wildlife species, compiled by Paula Lane Action Network volunteers from 2001 to present.

An asterisk “*” = Special Animal List of the California Natural Diversity Database, Department of Fish and Game.

In process for reporting for listing in the DFG CNDDB are Allen's hummingbird; rufous hummingbird; sharp-shinned hawk; white-tailed kite; Cooper's hawk; oak titmouse; red-breasted sapsucker; Long-billed curlew; Great Egret; Great Blue Heron; Black-crowned night heron; Nuttall's woodpecker.

14 Special Status Species identified to date.

Mammals:
*American Badger (California Species of Concern)
Deer
Grey Fox
Skunk
Raccoon
Opossum
Mountain Lion
Grey Squirrel
Gophers
Mice
Red Fox
Meadow Vole

Avian:

    Turkey Vultures
    Red-tailed Hawk
    Barn Owls
    Screech Owl
    American Crow
Hummingbirds
- *Allen’s (nesting, G5,S?, Federal Species of Concern; Fish & Wildlife
  Service, Migratory NonGame Birds of Management Concern; US Bird
  Conservation Watch List; Audubon Watch List)
  - Anna
  - *Rufous (nesting, G5,S1,S2, Fish & Wildlife Service Migratory
    Nongame Birds of Management Concern; US Bird Conservation
    Watch List; Audubon Watch List)

Hutton’s Vireo
Steller’s Jay
Western Scrub Jay
Common Raven
Horned Lark
Western Bluebird
American Robin
Northern Mockingbird
European Starling
Song Sparrow
House Sparrow
Savannah Sparrow
White-throated Sparrow
Golden-crowned Sparrow
White-crowned Sparrow
Chestnut-backed Chickadee
Brewer’s Blackbird
Red-winged Blackbird
Wild Turkey
Ring-necked Pheasant
House Finch
Purple Finch
American Goldfinch
Lesser Goldfinch
Black-headed Grosbeak
*Sharp-Shinned Hawk (nesting, G5,S3, Dept. of Fish & Game Special
  Concern Species)
Red-shouldered Hawk
*White-tailed Kite (nesting, G5,S3, Federal Species of Concern; Fish &
  Wildlife Service Migratory NonGame Birds of Management Concern;
  Dept. of Fish & Game Fully Protected)
American Kestrel (falcon)
*Cooper’s Hawk (nesting, G5, S3, Dept. of Fish & Game Special Concern
  Species)
Plain Titmouse
Oregon Junco
Dark-eyed Junco
Brown Towhee (California Towhee)
Rufous Towhee
Spotted Towhee
Northern Flicker
Ruby-crowned Kinglet
Golden-crowned Kinglet
Mourning Dove
Rock Dove
Belted Kingfisher
Tree Swallow
Violet-green Swallow
Cliff Swallow
Barn Swallow
*Nuttalls Woodpecker (G5SNR, ABC:GL)
Downy Woodpecker
Acorn Woodpecker
Nuthatches
Bullock’s Oriole
Common Red-Shafted Flicker
Hooded Orioles
Cedar Waxwing (seasonal)
Brown-headed Cowbird
Black Phoebe
Say’s Phoebe
California Quail
Western Kingbird
*Oak Titmouse (G5,S?, (FSC), Birds of Concern Watch List, Audubon
Watch List, Dept. of Fish & Game Species of Special Concern)
Bushtit
Western Tanager
Ash-throated Flycatcher
Pacific-slope Flycatcher
Hermit Thrush
American “Water” Pipit
Wood Duck
Great-horned Owl
Bewick’s Wren
White-breasted Nuthatch
Red-breasted Nuthatch
*Redbreasted Sapsucker (nesting, G5S?, Federal Species of Concern, Fish
& Wildlife Service Migratory NonGame Birds of Management Concern)
*Snowy Egret (rookery, G5, S4, Federal Species of Concern; US Bird Conservation Watch List)
*Great Egret (rookery, G5, S4, Calif. Dept. of Forestry & Fire Protection Sensitive)
*Great Blue Heron (rookery, G5, S4, Calif. Dept. of Forestry & Fire Protection Sensitive)
*Black-Crowned Night Heron (G5, S3, Bureau of Land Management Sensitive)
*Long-Billed Curlew (G5, S2, Dept. of Fish & Game Species of Special Concern, Forest & Wildlife Svc. BCC, Birds of Management Concern Watch List, Audubon Watch List)
Orange-crowned Warbler
Yellow-rumped Warbler
Common Snipe
Western Meadowlark
Lazuli Bunting

Reptiles:
Pacific Gopher snake (two recently found 5 feet in length)
Garter snake
Southern Alligator Lizard
Western Fence Lizard
Western Skink

Amphibians:
Frogs - specific to be ID’d (in seasonal wetlands/vernal pools late winter and during spring)
Toads - specific to be ID’d
California Slender Salamander
Arboreal Salamander

Insects:
Meadow Grasshopper
Crickets (Tree, Ground, Field)
Gypsy Moth
Hook-tip Moth
Butterflies:
  Comma Butterflies
  Viceroy Butterflies
  West Coast Lady Butterflies
Bumble Bee
Ground Spider
Daddy Long Legs Spider
Centipede
Millipede
Carpenter Ant
Field Ant
Ground Beetle
Soft-winged Flower Beetle
Wood boring Beetle
Ladybird Beetle
Boxelder Bug
Four-lined Plant Elder Bug
Flies (Deer, Horse, House)
Paper Wasp
Spider Wasp
Thread-Waisted Wasp
Yellow Jacket
APPENDICES

Appendix E: Community Outreach – Inspiration & Examples
COMMUNITY OUTREACH – INSPIRATION & EXAMPLES

Connecting communities to the land has always been a goal of acquisitions and programs of the Sonoma County Agricultural Preservation and Open Space District. The Paula Lane Nature Preserve open space project exemplifies a community-based connection to the land and natural resources. The connection began as grassroots and will continue as grassroots – for optimal community involvement and protection of natural resources in a practical and sustained way.

What helped sustain the efforts of Paula Lane Action Network for many years was enthusiastic support for the mission to save Paula Lane and its natural resources – and enhance awareness among both residents of South Sonoma County and the Bay Area about this quiet jewel of the wild.

Homemade lasagne community dinners at the Petaluma Women’s Club with donated local entertainment by P.L.A.N. members (who happened to be talented musicians) and silent auctions with nature-based and art items to help fundraise for legal, consulting and other expenses, formed the basis of annual fundraising. The community dinners transitioned to iLasagne, an online fundraiser through P.L.A.N.’s web site, which continues. Supporting memberships in P.L.A.N. also help fundraise and sustain support for the nonprofit’s mission.

The Paula Lane Nature Preserve project on 11.22 acres means that public access must be carefully balanced with awareness and respect for natural resources – principles that may benefit children and adults throughout their lives – learning and practicing qualities of wonder, being in the present moment, restraint, and quiet, while breathing in fresh air and enjoying one’s surroundings as a visitor to the home of the wild. This approach to open space public access transforms a view of humans demanding to have access and be on an open space property. Yes, access to open space through hiking and trails is important and also wonderful. At the same time, appreciation for one’s surroundings, being in a way that is in harmony with the natural resources, and also contributing time by volunteering to help with restoration and agriculture, are true and sustaining connectors to open space and inner qualities of one’s self that enhance wellbeing. Such an approach is multidimensional.

Public information created to help with fundraising for Paula Lane Action Network’s work at the Preserve and the City of Petaluma’s open space project will keep these many dimensions and opportunities in mind.

Examples are included with this Management Plan:

- Info and outreach card – Paula Lane Nature Preserve
- Notecards for communication – American Badger art by Molly Eckler
- P.L.A.N. T-shirts featuring American Badger design and art by Molly Eckler
These examples may offer ideas for other community groups in Sonoma County who identify a smaller acreage property deserving of open space protection – along with a need to fundraise and engage in community outreach to help sustain the project.

A strong and positive relationship between the City of Petaluma and Paula Lane Action Network also exemplifies cooperation and perseverance between government and nonprofit entities to help provide amenities for citizens and environmental educational programs to support our local schools.
Paula Lane Action Network
a 501(c)3 nonprofit public benefit organization

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