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RECORDING REQUESTED BY AND RETURN TO:

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

Free recording per Government Code Section 6103

GRATON GREEN
RECREATION CONSERVATION COVENANT
(California Civil Code §§815 *et seq.*)

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation and Open Space District, a special district formed pursuant to Public Resources Code 5540, *et seq.* ("the District") and the Graton Green Group, a non-profit corporation, its successors and assigns and those claiming under it ("Owner").

Recitals

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

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

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

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

E. In companion transactions of even date, Owner has granted to the District and its assignees (i) an irrevocable offer of dedication of a 25-year lease of the Property to secure the Owner's performance under this Covenant, and (ii) an irrevocable offer of dedication of the fee interest in the Property to secure the Owner's performance under this Covenant.

Agreement

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

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

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

A. Owner hereby agrees to use, operate and maintain the Property as a public park and open space in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation, and maintenance of the Property as a public park shall commence no later than October 25, 2019 and shall include, at a minimum, general availability of the Property for social gathering, picnicking, walking, low-intensity recreation and nature study during daylight hours, seven days per week, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. Owner shall not engage in activities that impede public access to or public use of the Property for low-intensity outdoor public recreation and educational uses pursuant to this Covenant, except as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

C. If a Master Plan is prepared and approved pursuant to Sections 5.1.8 and 6.1 of the Conservation Easement, Owner's use, operation and maintenance of the Property as a public park and open space shall be in accordance with such master plan.

D. The parties to this Recreation Covenant are informed and aware that the Downtown Graton Mutual Water Company ("Water Company") hold easements upon the Property that require restoration of surface conditions in the event activities undertaken by the Water Company (or its successors) damage conditions that support use of the Property as a public park. Owner agrees to take all necessary and appropriate action, including the institution of legal proceedings, if necessary, to require Water Company to restore the Property pursuant to its obligations under that certain Easement Deed, Agreement and Amendment to

Prior Easement, dated October 18, 2018 and recorded in the Office of the Sonoma County Recorder on October 19, 2018 as Instrument No. 2018-072894.

3. *Enforcement.*

A. In the event of an uncured breach by Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for appropriate equitable relief; (2) institute a suit to recover damages; (3) accept the offer of dedication set forth in Paragraph 7.A, (4) accept the offer of dedication set forth in Paragraph 7.B; or (4) pursue any combination of the foregoing.

B. Prior to taking any action under Paragraph 3.A, the District shall provide Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally describing the condition or event claimed by the District to be a breach of Owner's obligations that is either mailed or otherwise delivered by the District to Owner. The Notice shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

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

D. The actual damages incurred by the District and allowed by Civil Code section 815.7(c) resulting from Owner's breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District's damages shall be measured by the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, multiplied

by the length of time in years, including fractions thereof, during which the breach remains uncured after Notice has been given by the District pursuant to Paragraph 3.B, multiplied by the then current annual interest rate for post judgment interest. In no case, however, shall liquidated damages exceed sixty percent (60%) of the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, for any single breach. Owner's liability for damages is discharged if Owner cures the breach within the time specified in the District's Notice.

E. The remedies set forth in this Paragraph 3 are in addition to and not intended to displace any other remedy available to either party as provided by this Covenant, the Conservation Easement, Civil Code Sections 815 *et seq.*, the common law or any other applicable local, state or federal law.

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

4. *Conveyances; Leasing; Approval of Grantees.* No conveyance of the fee interest in the Property nor any lease thereof nor any other transfer of the possessory interest in the Property may occur without the District's consent and determination that the prospective buyer, lessee or the transferee of any possessory interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's determination nor its consent shall be unreasonably withheld. All leases or other transfers of a possessory interest in the property shall be in writing, shall acknowledge this Covenant and the

Conservation Easement and shall terminate no later than the date the District accepts the offer made in Paragraph 7.A or the date the District accepts the offer made in Paragraph 7.B of this Covenant, whichever is earlier. A failure to comply with these requirements is a material breach of this Covenant and subject to remedies set forth in Paragraph 3.

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

6. *Integration.* This Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral have been merged into this written instrument, other than the Conservation Easement which remains in full force and effect.

7. *Irrevocable Offers of Dedication.*

A. *Lease.* Pursuant to Public Resources Code section 5565.5, Owner hereby grants to the District and its assignees an irrevocable offer of dedication of a 25-year lease of the Property, in the form and substance attached hereto as Exhibit B. This offer of dedication may only be accepted by the District, or its assignees, in the event of an uncured breach of Owner's obligations under this Covenant. As this irrevocable offer is a remedy to enforce this Covenant in perpetuity, acceptance of this irrevocable offer by District or its assignee shall not preclude subsequent acceptance of the same irrevocable offer for any subsequent uncured breach of Owner's obligations under this Covenant.

B. *Fee.* Pursuant to Public Resources Code section 5565.5, Owner hereby grants to the District and its assignees an irrevocable offer of dedication of the fee interest in the Property, in the form and substance attached hereto as Exhibit C. This offer of dedication

may only be accepted by the District, or its assignees, in the event of an uncured breach of Owner's obligations under this Covenant.

C. *Subordinate Instruments.* All instruments granting any lease or other real property interest in the Property to third-parties shall disclose to such third-parties the District's power of acceptance set forth herein. Any such lease or other real property interest so created by Owner and all of the rights granted thereunder shall be and shall at all times remain subject, subordinate, and inferior to the District's rights under this Covenant. In the event District exercises its power of acceptance of either offer made pursuant to this Paragraph 7, each grantee of such lease or other real property interest shall attorn to and recognize the District as its landlord for the unexpired balance (and any extensions, if exercised) of the term of Owner's grant, provided District elects to permit the grant to survive its acceptance of the irrevocable offer made in Paragraph 7.A or Paragraph 7.B. Owner's power to create such third-party estates is limited by and subordinate to the irrevocable offers herein granted and, as such, District may terminate any or all estates so created upon its acceptance of either irrevocable offer made in this Paragraph 7.

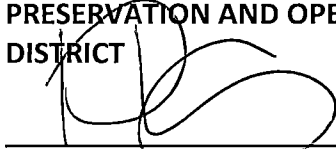
8. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if Owner is in compliance with this Covenant.

9. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement

encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," and irrevocable offers of dedication encompassed within the meaning of the phrase "unaccepted, recorded, irrevocable offers of dedication," as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Covenant as set forth below.

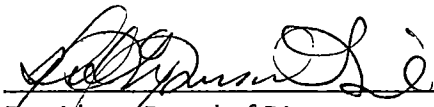
APPROVED:
SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT



President, Board of Directors
David Rabbit

Date: 1/15/18

APPROVED:
GRATON GREEN GROUP



President, Board of Directors
(The signatory hereby warrants and represents he/she is authorized to execute this document on behalf of Grantee)

Date: 3/29/2019
Hollynn D'Kill

ACKNOWLEDGMENT

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

State of California
County of Sonoma)

On January 15, 2019 before me, Darin Asa Bartow, Notary Public
(insert name and title of the officer)

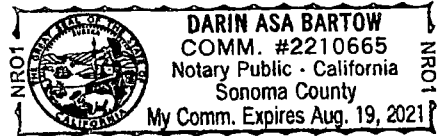
personally appeared David Rabbitt
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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 

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF California)SS
COUNTY OF Sonoma)

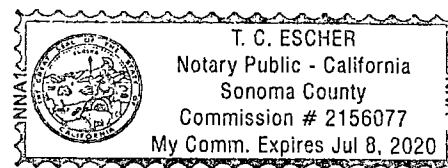
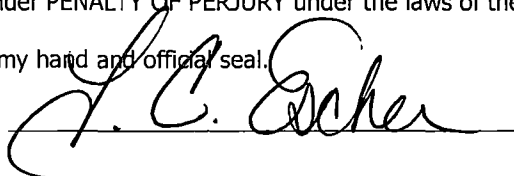
On March 29, 2019 before me, T.C. Escher, Notary Public, personally appeared HolLynn D'Lill

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



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit A

Property Legal Description

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

Parcel 11 as shown on the map of GREEN VALLEY VILLAGE SUBDIVISION, TRACT 1078 filed for record on November 1, 2018 in book 800 of Maps, Pages 12 to 15, inclusive, Sonoma County Records.

Portion of APNs 130-151-005, 130-151-006, and 130-151-007

Exhibit B

IRREVOCABLE OFFER OF DEDICATION – 25-YEAR LEASE
(Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the Graton Green Group ("Owner") hereby grants and makes to the Sonoma County Agricultural Preservation and Open Space District ("District") an irrevocable offer of dedication ("Irrevocable Offer") of a 25-year lease interest in the real property ("the Property") that is located in the community of Graton and is more particularly described in Exhibit "A," attached hereto and incorporated herein as though fully set forth. The precise terms and conditions of the lease shall be determined by the mutual consent of the parties at the time of District's acceptance of this Irrevocable Offer, provided, however, that the parties hereby stipulate that such lease shall, at a minimum, include the terms described in Exhibit "B," attached hereto and incorporated herein as though fully set forth. This offer may be accepted by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain Graton Green Recreation Covenant entered into by and between Owner and District recorded with the Sonoma County Recorder on 4-5-2019 as Instrument No. 2019022846 ("Covenant"). As this Irrevocable Offer is a remedy to enforce the Covenant in perpetuity, acceptance of this Irrevocable Offer by District or its assignee shall not operate to extinguish this Irrevocable Offer. Rather, this Irrevocable Offer shall survive acceptance by the District or its assignees and it shall run with the land in perpetuity so that the District or its assignees may subsequently and repeatedly accept this Irrevocable Offer in the event of any number of subsequent uncured breaches of Owner's obligations under the Covenant.

As provided by the Covenant, all instruments granting any lease or other real property interest in the Property to third-parties shall disclose the District's power of acceptance set forth herein to the grantee of any such interest. All such interests so granted by Owner shall be, and shall at

all times remain subject to, subordinate to, and inferior to the District's rights hereunder. In the event District exercises its power of acceptance, each grantee shall attorn to and recognize the District as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Owner's grant, provided District elects to permit the grant to survive its acceptance of this Irrevocable Offer. Owner's power to create such estates is limited by and subordinate to this Irrevocable Offer and, as such, District may terminate any or all interests estates so created upon its acceptance of this Irrevocable Offer.

This Irrevocable Offer of Dedication shall run with the land and shall be binding upon the Owner and all assigns, grantees, successors, transferees and/or heirs of the Owner.

IN WITNESS WHEREOF, OWNER has executed this Irrevocable Offer of Dedication this 29th
day of March, 2013. SPY

OWNER: GRATON GREEN GROUP

By: [Signature]
Hollynn D'Lil, President of the Board

ATTEST:

[Signature]
Clerk of the Board

DISTRICT: SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: [Signature]
President of the Board of Directors

ATTEST: SHERYL BRATTON
by: [Signature]
Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

ACKNOWLEDGMENT

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

State of California
County of Sonoma)

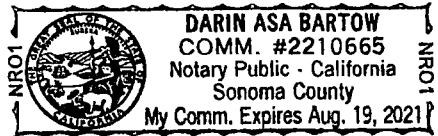
On January 15, 2019 before me, Darin Asa Bartow, Notary Public
(insert name and title of the officer)

personally appeared David Rabbitt
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/it~~^{XX} executed the same in his/~~her/their~~^{XX} authorized capacity(ies), and that by his/~~her/their~~^{XX} 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 *Darin Asa Bartow* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF California)SS
COUNTY OF Sonoma)

On March 29, 2019 before me, T.C. Escher, Notary Public, personally appeared Hollynn D'Lill

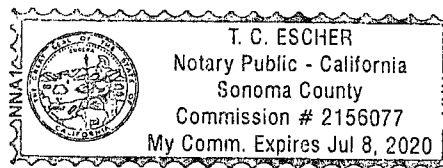
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

T.C. Escher



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit "A" to Irrevocable Offer of Dedication to District from Owner

Legal Description of Property

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

Parcel 11 as shown on the map of GREEN VALLEY VILLAGE SUBDIVISION, TRACT 1078 filed for record on November 1, 2018 in book 800 of Maps, Pages 12 to 15, inclusive, Sonoma County Records.

Portion of APNs 130-151-005, 130-151-006, and 130-151-007

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 Recreation Conservation Covenant dated _____ from the County of Sonoma, a public agency, 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. 18-0480 of the Board of Directors, dated 11/13/2018 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

Dated: 1/15/18

By: 
David Rabbitt, President
Board of Directors

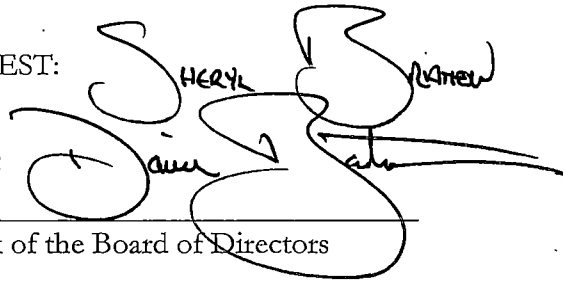

ATTEST: 
by: 
Clerk of the Board of Directors

Exhibit "B" to Irrevocable Offer of Dedication to District from Owner

Stipulated Terms of 25-Year Lease

1. Term: Up to 25 Years
2. Price: No monetary consideration shall be paid to Owner for the Lease. However, following District's Acceptance of Owner's Offer of Dedication, as described in Paragraph 7.A of the Covenant, District or its assignees will assume all responsibility for any taxes or assessments, including taxes or assessments for possessory interests, levied against the Property in connection with the District's leasehold interest.
3. Termination: District may terminate at will (with or without cause).
4. Use: District's right to possession of the Property shall be exclusive.
5. District Right to Sublet: District may assign or sublet the Property for public park and open space preserve purposes.
6. District Right to Receive Revenues: District shall receive all revenues, regardless of source, generated on the Property during the term of the Lease.
7. Effect on Covenant: The Lease shall suspend Owner's obligations under the Covenant for the duration of the Lease to the extent Owner requires a possessory interest in the Property to satisfy such obligations. The remainder of Owner's obligations under the Covenant shall remain in full force and effect.
8. Liability: The District or its assignees or its lessees shall assume all liability for the Property associated with obligations the District assumes under the Lease, which obligations shall extend to those necessary to ensure the Property is used, operated and maintained as a public park and open space preserve, available to the public for passive outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and this Covenant, except for any claim, damage, liability or loss which arises out of Owner's ownership, operation or management of the Property prior to the District's acceptance of the irrevocable offer of dedication, as described in Paragraph 7.A of the Covenant.

Exhibit C

IRREVOCABLE OFFER OF DEDICATION – FEE
(Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the Graton Green Group (“Owner”) hereby grants and makes to the Sonoma County Agricultural Preservation and Open Space District (“District”) an irrevocable offer of dedication of the fee interest in the real property (“the Property”) that is located in the community of Graton and is more particularly described in Exhibit “A” attached hereto and incorporated herein as though fully set forth. This offer may be accepted by the District at any time that its Board of Directors determines, in its sole discretion, that there exists an uncured material breach of that certain Graton Green Recreation Covenant entered into by and between the Owner and District recorded with the Sonoma County Recorder on 4-5-19 [Date] as Instrument No. 2019022846.

This Irrevocable Offer of Dedication shall run with the land and shall be binding upon the Owner and all assigns, grantees, successors, transferees and/or heirs of the Owner.

[THIS AREA IS LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, OWNER has executed this Irrevocable Offer of Dedication this

29th day of March, 2017. *[Signature]*

OWNER: GRATON GREEN GROUP

By: *[Signature]*
President of the Board

ATTEST:

[Signature]
Clerk of the Board

DISTRICT: SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: *[Signature]*
President of the Board of Directors

ATTEST: *[Signature]*
by: *[Signature]*
Clerk of the Board of Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

ACKNOWLEDGMENT

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

State of California
County of Sonoma)

On January 15, 2019 before me, Darin Asa Bartow, Notary Public
(insert name and title of the officer)

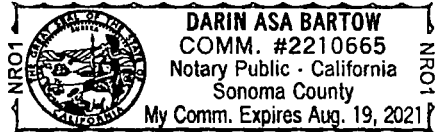
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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/their authorized capacity(ies), and that by 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 *Darin Asa Bartow*

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF California)SS
COUNTY OF Sonoma)

On March 29, 2019 before me, T.C. Escher, Notary Public, personally appeared Hollynn D'Lill

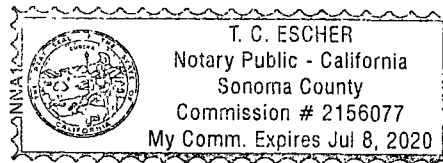
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

T.C. Escher



This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

*Exhibit "A" to Irrevocable Offer of Dedication – Fee
to District from Owner*

Legal Description of Property

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

Parcel 11 as shown on the map of GREEN VALLEY VILLAGE SUBDIVISION, TRACT 1078 filed for record on November 1, 2018 in book 800 of Maps, Pages 12 to 15, inclusive, Sonoma County Records.

Portion of APNs 130-151-005, 130-151-006, and 130-151-007