

**SPECIAL & REGULAR MEETINGS OF THE SONOMA CITY COUNCIL  
&  
CONCURRENT REGULAR MEETING OF SONOMA CITY COUNCIL AS THE  
SUCCESSOR AGENCY TO THE DISSOLVED SONOMA COMMUNITY  
DEVELOPMENT AGENCY**



**Community Meeting Room, 177 First Street West**

**Monday, March 4, 2013**

**5:30 p.m. Closed Session (Special Meeting)**

**6:00 p.m. Regular Session**

\*\*\*\*

**AGENDA**

City Council  
Ken Brown, Mayor  
Tom Rouse, Mayor Pro Tem  
Steve Barbose  
David Cook  
Laurie Gallian

Be Courteous - **TURN OFF** your cell phones and pagers while the meeting is in session.

**5:30 P.M. – SPECIAL MEETING - CLOSED SESSION AGENDA**

**1. CALL TO ORDER**

The Mayor will open the meeting and take public testimony on closed session items only. The Council will then recess into closed session.

**2. CLOSED SESSION**

**Item 2A: CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Pursuant to Government Code §54956.8. Property: Montini Property, AP# 018-021-006, 018-011-017, 018-031-003, 127-051-105 and 127-051-106, Sonoma. Agency Negotiators: Planning Director David Goodison, City Attorney Jeff Walter & City Manager Carol Giovanatto. Negotiating Parties: Sara Press, Misti Arias, & Lisa A. Pheatt. Under Negotiation: Terms and conditions of Transfer Agreement under which property is to be conveyed to the City.

**Item 2B: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** Significant exposure to litigation, one potential case. Pursuant to Government Code §54956.9(e)(5).

**6:00 P.M. – REGULAR MEETING AGENDA**

**RECONVENE, CALL TO ORDER & PLEDGE OF ALLEGIANCE**

**ROLL CALL** (Barbose, Rouse, Gallian, Cook, Brown)

**REPORT ON CLOSED SESSION**

**SPECIAL TRIBUTE TO NIELS CHEW**

**SC1.** Mayor Brown will conduct a brief ceremony in the memory of Niels Chew.

**1. COMMENTS FROM THE PUBLIC**

*At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the City Council at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for Council consideration. Upon being acknowledged by the Mayor, please step to the podium and speak into the microphone. Begin by stating and spelling your name.*

## 2. COUNCILMEMBERS' COMMENTS AND ANNOUNCEMENTS

**Item 2A:** Councilmembers' Comments and Announcements

## 3. CITY MANAGER COMMENTS AND ANNOUNCEMENTS INCLUDING ANNOUNCEMENTS FROM SUCCESSOR AGENCY STAFF

## 4. PRESENTATIONS

**Item 4A:** Proclamation Declaring March 2013 as Big Read Sonoma County Month

**Item 4B:** Proclamation Declaring March 2013 Community Center Month

**Item 4C:** Presentation by the Sonoma Community Center on Phase 2 of the ongoing Community Center renovation project

**Item 4D:** Presentation by the Sonoma County Agricultural Preservation and Open Space District on the Montini Preserve (requested by Councilmember Gallian)

## 5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

*All items listed on the Consent Calendar are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council, staff, or public request specific items to be removed for separate action. At this time Council may decide to change the order of the agenda.*

**Item 5A:** Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only. (Standard procedural action - no backup information provided)

**Item 5B:** Approval of the Minutes of the February 11, 2013 Meeting.  
Staff Recommendation: Approve the minutes.

**Item 5C:** Approval of a Memorandum of Understanding with the Sonoma Community Center for provision of emergency volunteer coordination services and authorization for the City Manager to execute it on behalf of the City.  
Staff Recommendation: Approve the MOU and authorize the City Manager to execute it on behalf of the City.

**Item 5D:** Approval and ratification of the reappointment of Robert McDonald to the Design Review Commission for a two-year term.  
Staff Recommendation: Approve and ratify the reappointment of Robert McDonald.

**Item 5E:** Approval and Ratification of the Reappointment of Matt Howarth to the Planning Commission for a two-year term.  
Staff Recommendation: Approve and ratify the reappointment of Matt Howarth.

**Item 5F:** Request by Prestwood PTO for City-subsidized use of the Sonoma Valley Veterans Memorial Building on March 8, 2013.  
Staff Recommendation: Approve the request subject to applicant's compliance with the City's standard insurance requirements.

**5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL, Continued**

**Item 5G:** Approve the application of Sonoma Raceway for temporary use of city streets for the Speedway Children’s Charities on Saturday, May 18, 2013 and Adopt Resolution approving and consenting to the use of city streets for the Speedway Children’s Charities Parade.

Staff Recommendation: Approve the application subject to conditions and adopt resolution authorizing street use.

**6. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL AS SUCCESSOR AGENCY**

*All items listed on the Consent Calendar are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council, staff, or public request specific items to be removed for separate action. At this time Council may decide to change the order of the agenda.*

**Item 6A:** Approval of the portions of the Minutes of the February 11, 2013 City Council / Successor Agency Meeting pertaining to the Successor Agency.

Staff Recommendation: Approve the minutes.

**7. PUBLIC HEARING – None Scheduled**

**8. REGULAR CALENDAR – CITY COUNCIL**

*(Matters requiring discussion and/or action by the Council)*

**Item 8A:** Discussion, consideration and possible action on the transfer of ownership of the Montini Preserve from the Sonoma County Agricultural Preservation and Open Space District to the City of Sonoma. (Planning Director)

Staff Recommendation: Adopt resolution approving the property transfer documents and authorizing their execution.

**Item 8B:** Discussion, consideration and possible action regarding a request to install a sign (10’ tall x 50’ wide) on the Plaza Horseshoe Lawn for the 2013 Sonoma International Film Festival. (Planning Director)

Staff Recommendation: The CSEC has recommended that the sign be denied and that the applicants be encouraged to find an alternative location for it (e.g., the Sonoma Community Center, Sonoma Valley High School).

**Item 8C:** Discussion, consideration and possible action on Amendments to the FY 2013 Operating Budget. (City Manager)

Staff Recommendation: Accept and approve amendments to the 2012-13 Operating Budget.

**9. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY**

*(Matters requiring discussion and/or action by the Council)*

**10. COUNCILMEMBERS’ REPORTS AND FINAL REMARKS**

**Item 10A:** Reports Regarding Committee Activities.

**Item 10B:** Final Councilmembers’ Remarks.

**11. COMMENTS FROM THE PUBLIC**

**12. ADJOURNMENT**

I do hereby certify that a copy of the foregoing agenda was posted on the City Hall bulletin board on February 28, 2013. GAY JOHANN, CITY CLERK

***Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are normally available for public inspection the Wednesday before each regularly scheduled meeting at City Hall, located at No. 1 The Plaza, Sonoma CA. Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the City Council regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the City Clerk's office, No. 1 The Plaza, Sonoma CA during regular business hours.***

***If you challenge the action of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the City Clerk, at or prior to the public hearing.***

***In accordance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (707) 933-2216. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.***



*City of Sonoma*  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: **SC1**

Meeting Date: **03/04/2013**

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

In Memory of Niels Chew

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**Summary**

Mayor Brown will conduct a brief special ceremony in the memory of 2010 Alcalde Niels Chew. It will include the reading of a proclamation that was presented to Mr. Chew on February 17 and the presentation of his official Alcalde photograph to the family.

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**Recommended Council Action**

Receive the presentation.

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**Alternative Actions**

N/A

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**Financial Impact**

N/A

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

Proclamation

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**cc:** Karen Collins

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# City of Sonoma



## Proclamation *In Honor of Niels Chew*

**WHEREAS**, Niels and Susan Chew have lived in the Sonoma Valley for forty years and the name Niels Chew has become a household word in Sonoma because of the greatness of his generosity, kindness and sense of volunteerism; and

**WHEREAS**, Niels became popular with local groups such as FISH, Vintage House, and Sonoma Plaza Kiwanis because he so generously loaned to them his warehouse for much needed storage space; and

**WHEREAS**, Niels has served on the Sonoma Valley Hospital Foundation Board, Sonoma Valley Citizens Advisory Commission, Operation Youth Board, Sonoma Overnight Shelter Board, Teen Center Board and was a trustee for the Sonoma Valley Unified School District; and

**WHEREAS**, Niels was instrumental in launching the award winning "Stand By Me" mentoring program, the School Resource Coordinator program, Sonoma's Hospice program and "The Shop"; and

**WHEREAS**, Dowling Miner Magnets was the 2003 Business of the Year and in 2010 Niels was selected from a long list of candidates as the Alcalde, or Honorary Mayor; and

**WHEREAS**, besides all this; Niels likes to drive his vintage Austin in the annual 4<sup>th</sup> of July parade; he has hired every troubled teenager in Sonoma Valley, he is frequently seen taking older women to lunch **AND** he has submitted too-many-to-count letters to the Sonoma Index Tribune Editor! and

**WHEREAS**, Niels Chew is also a devoted husband to his wife of fifty-seven years, proud father of four and doting grandfather of nine; and

**WHEREAS**, it is fitting that we honor him today as one of Sonoma's finest citizens for his lifetime of giving back to this community.

**NOW, THEREFORE**, I, Ken Brown, Mayor of the City of Sonoma, do hereby proclaim February 17, 2013 as

### **NIELS CHEW DAY**

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Seal of the City of Sonoma to be affixed this 13<sup>th</sup> day of February 2013.

Ken Brown, Mayor





**City of Sonoma  
City Council**  
Agenda Item Summary

**City Council Agenda Item: 4A**

**Meeting Date: 03/04/2013**

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Proclamation declaring March 2013 as Big Read Sonoma County Month.

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**Summary**

Cheryl Scholar, Director of Community Engagement and Volunteer Manager, KRCB North Bay Public Media requested a proclamation declaring March 2013 as Big Read Sonoma County Month.

During the Month of March, 2013, Big Read Sonoma County will celebrate the works of the great American poet Emily Dickinson with activities that include: a public performance of The Belle of Amherst; discussion groups at every Sonoma County library; poetry readings by Sonoma County Poet Laureates in schools and other public places; a community Poem-in-My-Pocket campaign with poetry by Emily Dickinson printed on pocket-sized cards distributed by volunteers throughout Sonoma County; as well as other community-led events.

In keeping with City practice, the representatives have been asked to keep the total length of their follow-up comments and/or announcements to not more than 10 minutes.

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**Recommended Council Action**

Mayor Brown to present the proclamation.

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**Alternative Actions**

Council discretion.

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**Financial Impact**

n/a

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

1. Proclamation

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Copy via email: Cheryl Scholar

# City of Sonoma



## Proclamation

### BIG READ SONOMA COUNTY MONTH

**WHEREAS,** The Big Read, an initiative of the National Endowment for the Arts in partnership with Arts Midwest, was created in 2007 to promote the value, as well as the pleasure, of reading; and

**WHEREAS,** Sonoma County has a history of promoting reading with county-wide events and programs to encourage adults and children to experience the benefits and pleasures of reading good literature, beginning with *Sonoma County Reads* in 2002 and *Big Read, Sonoma County* in 2008; and

**WHEREAS,** Sonoma County was selected as one of only 78 communities in the United States to receive a Big Read grant sponsored locally by KRCB North Bay Public Media and the Sonoma County Library; and

**WHEREAS,** during the Month of March, 2013, Big Read Sonoma County will celebrate the works of the great American poet Emily Dickinson with activities that include: a public performance of *The Belle of Amherst*; discussion groups at every Sonoma County library; poetry readings by Sonoma County Poet Laureates in schools and other public places; a community Poem-in-My-Pocket campaign with poetry by Emily Dickinson printed on pocket-sized cards distributed by volunteers throughout Sonoma County; as well as other community-led events; and

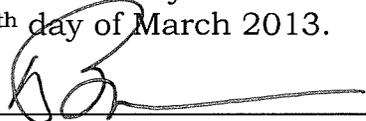
**WHEREAS,** local government officials and other community leaders can encourage local citizens to participate in Big Read, Sonoma County as part of a county-wide celebration of the poetry of Emily Dickinson and to shine a light on the importance of the literary, visual and performing arts.

**NOW, THEREFORE,** I, Ken Brown, Mayor of the City of Sonoma, do hereby proclaim the Month of March 2013 as

### BIG READ SONOMA COUNTY

in the City of Sonoma and urge every adult and child to pick up a book and read and to participate in the Big Read activities planned throughout the community.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Sonoma to be affixed this 4<sup>th</sup> day of March 2013.

  
KEN BROWN, MAYOR





**CITY OF SONOMA**  
**City Council**  
Agenda Item Summary

City Council Agenda Item: 4B

Meeting Date: 03/04/13

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Proclamation Declaring March 2013 Community Center Month.

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**Summary**

The Sonoma Community Center is currently promoting a membership campaign and requested a proclamation declaring the month of March Community Center Month.

In keeping with City practice, the proclamation recipient has been asked to keep the total length of their follow-up comments and/or announcements to not more than 10 minutes.

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**Recommended Council Action**

Mayor Brown to present the proclamation.

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**Alternative Actions**

Council discretion.

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**Financial Impact**

n/a

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

1. Proclamation

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cc: Toni Castrone via email

# City of Sonoma



## Proclamation

### COMMUNITY CENTER MONTH

**Whereas**, the Sonoma Community Center has been providing services to the community since 1916; and

**Whereas**, the building started life as the Sonoma Grammar School, and is listed on the National Register of Historic Places; and

**Whereas**, the building became the community's recreation and leisure services center in 1953; and

**Whereas**, today over 6,000 people a month use the services of the Community Center, attending programs in art, music, theater, health and public service, as well as many special events that attract residents and visitors; and

**Whereas**, the Center also puts on the Ox Roast, Fourth of July Celebration, and Thanksgiving dinner, and numerous other events that have become part of Sonoma's traditions; and

**Whereas**, the Center partners with many community organizations and brings art projects into school classrooms and the Mentoring Alliance; and

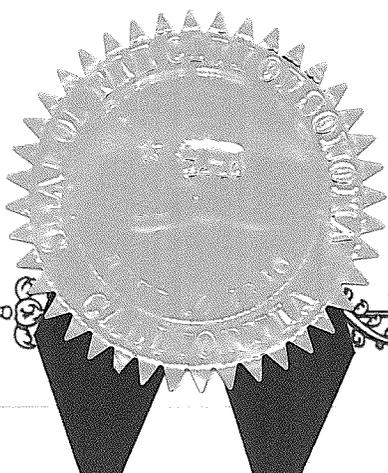
**Whereas**, the Center is operated by a non-profit organization and is primarily funded through memberships and donations, with March being the month for its membership drive.

**Now, therefore, I**, Ken Brown, Mayor of the City of Sonoma, do hereby recognize the many services provided to the community by the Center and declare the month of March 2013 as

### COMMUNITY CENTER MONTH

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Seal of the City of Sonoma to be affixed this 4<sup>th</sup> day of March 2013.

  
KEN BROWN, MAYOR





*City of Sonoma*  
**City Council/CDA**  
**Agenda Item Summary**

**City Council Agenda Item: 4C**

**Meeting Date: 03/04/13**

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**Department**

Planning and Community Services

**Staff Contact**

David Goodison, Planning Director

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**Agenda Item Title**

Presentation by the Sonoma Community Center on Phase 2 of the ongoing Community Center renovation project.

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**Summary**

As part of its 2011 issuance of redevelopment bonds the City Council, acting in its former capacity as the board of the Sonoma Community Development Agency (CDA), allocated 2 million dollars for capital improvements to the Sonoma Community Center building, which has been listed as a National Historic Landmark. To implement this funding, in 2011, the CDA and the Sonoma Community Center entered into an "Owner Participation Agreement" in which the parameters of the project were defined to include structural upgrades, HVAC upgrades, exterior upgrades, roof replacement, Andrews Hall upgrades, and improvements to Room 200. In addition to the funding provided by the CDA, the Community Center was successful in raising an additional \$248,000 to contribute to the project, including a \$100,000 matching grant from the Rotary Club of Sonoma Valley. The structural upgrades, roof replacement, HVAC improvements, and the remodeling of Room 200 were largely completed in phase 1 of the construction. The building permit for the phase 2 improvements, which focus on the upgrade of Andrews Hall, was issued in January 2013 and construction is already well under way.

The Executive Director of the Sonoma Community will provide a presentation on progress of the construction project.

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**Recommended Council Action**

Receive.

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**Alternative Actions**

N.A.

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**Financial Impact**

N.A.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

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cc: Toni Castrone, Executive Director, SCC

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*City of Sonoma*  
**City Council**  
Agenda Item Summary

City Council Agenda Item: 4D

Meeting Date: 03/04/13

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**Department**

Planning and Community Services

**Staff Contact**

David Goodison, Planning Director

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**Agenda Item Title**

Presentation by the Sonoma County Agricultural Preservation and Open Space District on the Montini Preserve (requested by Councilmember Gallian).

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**Summary**

Since 2010, the City Council has been discussing the possibility of taking ownership of the 98-acre Montini Preserve. In light of those discussions, Councilmember Gallian has requested that the Open Space District provide a presentation describing the acquisition of the Preserve, its characteristics and qualities, and the District's plans for development of a hiking trail. **Note:** the City Council will hear public testimony and discuss the issues associated with taking ownership of the Preserve as a separate item later in this agenda.

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**Recommended Council Action**

Receive.

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**Alternative Actions**

N.A.

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**Financial Impact**

N.A.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

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cc: William Keene, General Manager, SCAPOD (via email)  
Leslie Lew, SCAPOD (via email)

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**City of Sonoma**  
**City Council**  
Agenda Item Summary

**City Council Agenda Item: 5B**

**Meeting Date: 03/04/2013**

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Approval of the Minutes of the February 11, 2013 Meeting.

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**Summary**

The minutes have been prepared for Council review and approval.

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**Recommended Council Action**

Approve the minutes.

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**Alternative Actions**

Correct or amend the minutes prior to approval.

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**Financial Impact**

N/A

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

Minutes

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SPECIAL MEETING OF THE SONOMA CITY COUNCIL  
&  
CONCURRENT SPECIAL MEETING OF SONOMA CITY COUNCIL AS THE  
SUCCESSOR AGENCY TO THE DISSOLVED SONOMA COMMUNITY  
DEVELOPMENT AGENCY



*Community Meeting Room, 177 First Street West*  
Monday, February 11, 2013  
5:00 p.m. Closed Session  
6:00 p.m. Regular Session

City Council  
Ken Brown, Mayor  
Tom Rouse, Mayor Pro Tem  
Steve Barbose  
David Cook  
Laurie Gallian

\*\*\*\*

MINUTES

**SPECIAL MEETING - CLOSED SESSION**

**1. CALL TO ORDER**

At 5:17 p.m., Mayor Brown called the meeting to order. No one from the public was present to provide public testimony on closed session items. The Council recessed into closed session with all members present. City Manager Giovanatto and City Attorney Walter were also present.

**2. CLOSED SESSION**

**Item 2A: CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Pursuant to Government Code §54956.8. Property: Montini Property, AP# 018-021-006, 018-011-017, 018-031-003, 127-051-105 and 127-051-106, Sonoma. Agency Negotiators: Planning Director David Goodison, City Attorney Jeff Walter & City Manager Carol Giovanatto. Negotiating Parties: Sara Press, Misti Arias, & Lisa A. Pheatt. Under Negotiation: Terms and conditions of Transfer Agreement under which property is to be conveyed to the City.

**REGULAR MEETING**

The City Council reconvened in open session and Mayor Brown called the meeting to order at 6:05 p.m. Former Mayor Jeanne Markson Artson led the Pledge of Allegiance.

PRESENT: Mayor Brown and Councilmembers Barbose, Rouse, Cook, and Gallian  
ABSENT: None

ALSO PRESENT: City Manager Giovanatto, City Clerk Johann, City Attorney Walter, and Planning Director Goodison.

**REPORT ON CLOSED SESSION** – Mayor Brown stated that no reportable action had been taken.

**1. COMMENTS FROM THE PUBLIC**

The public comment period was opened and closed with none received.

**2. COUNCILMEMBERS' COMMENTS AND ANNOUNCEMENTS**

**Item 2A: Councilmembers' Comments and Announcements**

Clm. Barbose expressed concern regarding the use of the East Napa public parking lot by the bakery which was parking between five and seven trucks there for the better part of the day. He stated that was not the intended use of the lot when it was installed and requested that the matter be agendized for future Council discussion.

Clm. Gallian announced her participation in the Certified Ambassador training course and said it had been a great experience.

**3. CITY MANAGER COMMENTS AND ANNOUNCEMENTS INCLUDING ANNOUNCEMENTS FROM SUCCESSOR AGENCY STAFF**

City Manager Giovanatto reported that a delegation from the Greve Sister City would be visiting Sonoma in June. She stated that the Montini agreements, which had been scheduled for this evening's meeting, would be on the March 4 agenda. She noted that the Press Democrat had reported the wrong date of that Council meeting and wanted to emphasize to the public that the meeting would be on March 4. Giovanatto also announced that City Hall would be closed February 18 in observance of President's Day.

**4. PRESENTATIONS**

**Item 4A: Proclamation recognizing the 10<sup>th</sup> annual Sonoma Valley Cheesemaking Conference**

Mayor Brown read aloud the proclamation and presented it to James Fanucchi. Mr. Fanucchi thanked the City Council for its continued support of the annual conference.

**Item 4B: Hula Mai Day Proclamation**

Mayor Brown read aloud the proclamation and presented it to Betty Ann Ka`ihilani Bruno. Mrs. Bruno thanked the Council and presented Mayor Brown with a bouquet of orchids. She also commended Clerk Johann for the beautifully worded proclamation. Mrs. Bruno and members of Hula Mai entertained those present with music and a hula dance and invited all to attend their February 17, 2013 Hawaii in Sonoma event at Vintage House and their June 14 show in the Plaza amphitheater.

**5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL**

**Item 5A: Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only.**

**Item 5B: Approval of the Minutes of the January 28, 2013 Meeting.**

**Item 5C: Approval and ratification of the appointment of David T. Artson to the Mobilehome Park Rental Review Board.**

**Item 5D: Approval and ratification of the appointment of Jack Ding, Angela White and Pat Pulvirenti to the Sonoma Valley Citizens Advisory Commission for terms ending February 11, 2015.**

**Item 5E: Adoption of a resolution reaffirming approval of a joint application with the Sonoma Ecology Center for an Urban Streams restoration Program grant. (Res. No. 08-2013)**

The public comment period was opened and closed with none received. It was moved by Clm. Rouse, seconded by Clm. Gallian, to approve the consent calendar as presented. The motion carried unanimously.

**6. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL AS SUCCESSOR AGENCY**

**Item 6A:** Approval of the portions of the Minutes of the January 28, 2013 City Council / Successor Agency Meeting pertaining to the Successor Agency.

**Item 6B:** Adoption of the Fourth Recognized Obligation Payment Schedule [ROPS] for the period July 1, 2013 through December 31, 2013.

The public comment period was opened and closed with none received. It was moved by Clm. Rouse, seconded by Clm. Cook, to approve the consent calendar as presented. The motion carried unanimously.

**7. PUBLIC HEARING**

**Item 7A:** Adopt a resolution designating certain parking spaces in the public parking lot on E. Napa Street as Electric Vehicle Charging Stations and amending the Schedule of Parking Fines and Penalties by the addition of a fine for parking illegally in an Electric Vehicle Charging Station.

Mayor Brown opened the public hearing. Planning Director Goodison reported that in July 2012 the City installed two electric vehicle charging stations in the public parking lot located at 152 East Napa Street. The stations were funded primarily through the Charge Point America grant program through applications made by Sonoma County in partnership with other Sonoma County cities. He stated that the purpose of the hearing and proposed resolution was to designate the two spaces as charging stations and to establish a fine for illegal parking in the spaces. Per the vehicle code, a violation of this section is punishable by a fine up to \$100.

The public comment period was opened and closed with none received. It was moved by Clm. Barbose, seconded by Clm. Rouse, to adopt Res. No. 09-2013 entitled Resolution of the City Council of the City of Sonoma Designating Certain Electric Vehicle Parking Stations and Amending the Schedule of Parking Fines and Penalties by the Addition of a Fine for Parking Illegally in an Electric Vehicle Charging Station. The motion carried unanimously.

**8. REGULAR CALENDAR – CITY COUNCIL**

**Item 8A:** Discussion, consideration and possible action providing direction to the Mayor regarding the City’s vote on appointments by the City Selection Committee and the Sonoma County Mayors’ and Councilmembers’ Association at their February 28, 2013 meeting.

Mayor Brown invited comments from the public. Jeanne Artson stated that meals were included in the Golden Gate Bridge District meetings and whoever was appointed needed to plan on spending the better part of the day.

The Mayor and Councilmembers reviewed the letters of interest and direction was given to the Mayor to vote for Gina Belforte, Rohnert Park, for appointment to the Golden Gate Bridge District and John Dell’Osso, Cotati, and Gary Wysocky, Santa Rosa, for appointment to the Sonoma County Agricultural & Open Space District Citizens Advisory Committee. Mayor Brown was also authorized to vote using his discretion on any nominations that came from the floor.

**9. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY**

**10. COUNCILMEMBERS’ REPORTS AND FINAL REMARKS**

**Item 10A: Reports Regarding Committee Activities.**

Clm. Gallian reported on the Water Advisory Committee and Sonoma County Transportation Commission meetings.

Clm. Barbose reported on the North Bay Watershed Association meeting.

Clm. Cook reported on the Mayors and Councilmembers Association Legislative Committee meeting.

**Item 10B: Final Councilmembers’ Remarks.**

Clm. Gallian wished everyone a Happy Valentine’s Day.

**11. COMMENTS FROM THE PUBLIC**

Pat Pulverinti, David Artson and Jack Ding thanked the Council for their appointments to commissions.

**12. ADJOURNMENT**

The meeting adjourned at 6:46 p.m.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the Sonoma City Council on the \_\_day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Gay Johann, MMC  
City Clerk/Assistant to the City Manager



**CITY OF SONOMA**  
**City Council**  
Agenda Item Summary

City Council Agenda Item: 5C

Meeting Date: 03/04/13

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Approval of a Memorandum of Understanding with the Sonoma Community Center for provision of emergency volunteer coordination services and authorization for the City Manager to execute it on behalf of the City.

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**Summary**

The Sonoma Disaster Council is charged with the duty to “*develop and recommend for adoption of the City Council emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements*”. (SMC 2.36.040).

The Disaster Council serves as a forum for exchange of ideas and resources regarding disaster preparedness. In 2010, they discussed the need for coordination of citizen volunteers and volunteer efforts and the Executive Director of the Sonoma Community Center (SCC) offered their services in this capacity. With the assistance of Phyllis Onstad, Sonoma County Volunteer Center, SCC staff were trained to prepare for and how to organize spontaneous volunteers. Creation of the proposed Memorandum of Understanding (MOU) was a joint effort between the City Manager, SCC Executive Director and the City Attorney’s office. It describes the roles that the City and SCC will play during a disaster or emergency and provides for liability insurance coverages. SCC will act as the Volunteer Center; a clearinghouse for the recruitment and placement of volunteers throughout the City of Sonoma and Sonoma Valley in the event of a disaster or emergency requiring an emergency operations response as determined by the City of Sonoma Director of Emergency Services. In the event the City of Sonoma EOC is activated, the City of Sonoma will establish priority for all volunteer requests and will communicate that information to the Sonoma Community Center.

The Disaster Council has reviewed the draft MOU and recommends its approval.

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**Recommended Council Action**

Approve the Memorandum of Understanding and authorize the City Manager to execute it on behalf of the City.

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**Alternative Actions**

Council discretion.

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**Financial Impact**

None. In the event the City of Sonoma is declared an official disaster area, the Community Center acting as the Volunteer Center will be eligible for recovery of documented costs beyond normal operating expenses as deemed appropriate by administrating state and federal agencies. The City will assist with application to the appropriate State and/or Federal agencies for recovery of documented costs. In no event shall the City of Sonoma itself be obligated to reimburse costs incurred by the Community Center in acting as the Volunteer Center.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**



**VOLUNTEER CENTER - SONOMA COMMUNITY CENTER  
CITY OF SONOMA**

**MEMORANDUM OF UNDERSTANDING  
FOR EMERGENCY OPERATIONS**

**I. PURPOSE**

A. The Sonoma Community Center is a private non-profit agency which provides a broad range of cultural, educational, and community services to the Sonoma Valley community. The Sonoma Community Center operates a facility listed on the National Register for Historic Places located at 276 East Napa Street from which all disaster volunteer coordination will be done. The Sonoma Community Center is willing to act as the Volunteer Center, which will be a clearinghouse for the recruitment and placement of volunteers throughout the City of Sonoma and Sonoma Valley in the event of a disaster or emergency requiring an emergency operations response as determined by the City of Sonoma Director of Emergency Services.

B. As appropriate, and requested by the City of Sonoma Director of Emergency Services, during and immediately following a disaster, the Sonoma Community Center acting as the Volunteer Center will be responsible for establishing a Volunteer Reception Center, Emergency Volunteer Center(s) (EVC) and/or a Phone Bank that will recruit and refer spontaneous volunteers to government and nonprofit agencies.

C. The Sonoma Community Center will designate an Emergency Volunteer Center (EVC) Manager, who shall be an employee, contractor or volunteer of the Sonoma Community Center to act as the manager of the operations of the Volunteer Center.

D. The City of Sonoma provides a range of public services and anticipates needing volunteers to assist with the provision of these services. The Director of Emergency Services will designate a Logistics Manager, who shall be an employee, contractor or volunteer of the City to act as the liaison with the EVC Manager at the Volunteer Center.

**II. ACTIVATION OF PLAN**

A. Upon direction from the City of Sonoma's Director of Emergency Services or Logistics Manager, the Sonoma Community Center, operating as the Volunteer Center will proceed to recruit volunteers, match these spontaneous volunteers to appropriate tasks, and maintain accurate records of volunteers referred.

B. In the event of a catastrophic disaster where large numbers of volunteers are needed, the Sonoma Community Center acting as the Volunteer Center shall establish a Volunteer Reception Center(s) (VRC) and/or a Phone Bank to facilitate the timely recruitment and referral of volunteers where necessary in the City of Sonoma, and/or other locations as resources permit.

### III. ORGANIZATION

- A. The Sonoma Community Center acting as the Volunteer Center is wholly responsible for the effective operation of the Volunteer Reception Center(s) (VRC) in the City of Sonoma. If resources permit, VRC's will be set up in other locations upon consultation with the City's Director of Emergency Services.
- B. To ensure effective use of all spontaneous volunteers, offers of service received by the City of Sonoma's Emergency Operations Center and the Volunteer Center will be referred to the appropriate location based on a priority assigned by the City's Director of Emergency Services, or designee. In the event the City of Sonoma EOC is activated, the City of Sonoma will establish priority for all volunteer requests and will communicate that information to the Sonoma Community Center.

### IV. COST RECOVERY

In the event the City of Sonoma is declared an official disaster area, the Sonoma Community Center acting as the Volunteer Center will be eligible for recovery of documented costs beyond normal operating expenses as deemed appropriate by administering state and federal agencies. The City of Sonoma's Finance officials will assist with application to the appropriate State and/or Federal agencies for recovery of documented costs. In no event shall the City of Sonoma itself be obligated to reimburse costs incurred by the Sonoma Community Center in acting as the Volunteer Center.

### V. INSURANCE

The Sonoma Community Center shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Sonoma Community Center, its agents, representative and employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed.1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### Minimum Limits of Insurance

The Sonoma Community Center shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general

aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Sonoma Community Center shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Sonoma Community Center: and with respect to liability arising out of work or operations performed by or on behalf of the Sonoma Community Center in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Sonoma Community Center.
2. Insurance or as a separate Owner's policy. **The endorsement shall read as follows:** *"The City of Sonoma, its officers, officials, employees and volunteers are hereby added as additional insured, but only as respects work done by, for or on behalf of the named insured."*
3. For any claims related to this project, the Sonoma Community Center insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, contractors, or volunteers shall be excess of the Sonoma Community Center insurance and shall not contribute with it. **The endorsement shall read as follows:** *"This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not contribute with it."*
4. The Sonoma Community Center insurance coverage shall act for each insured and additional insured as though a separate policy exists. **The endorsement shall read as follows:** *"This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."*
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given the City.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

#### Waiver of Subrogation

The Sonoma Community Center's workers' compensation policy and general liability policy shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of these policies which arise from the work performed by or on behalf of the named insured for the City.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

#### Verification of Coverage

The Sonoma Community Center shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### VI. INDEMNIFICATION

**A.** To the fullest extent permitted by California law, the Sonoma Community Center shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "City Indemnified Parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance by the Sonoma Community Center, its officers, officials, consultants, employees, and volunteers of this Agreement or from any activity, work, or thing done, permitted, or suffered by the Sonoma Community Center in conjunction with the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the City Indemnified Parties; and in case any action or proceeding be brought against City, Sonoma Community Center shall defend the same at Sonoma Community Center's expense.

**B.** To the fullest extent permitted by California law, City shall defend, indemnify, and hold harmless Sonoma Community Center it agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Center Indemnified Parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance by City, City's officers, officials, consultants, employees, and volunteers of this Agreement or from any activity, work, or thing done, permitted, or suffered by City in conjunction with the performance of this Agreement, except to the extent caused by

the negligence or willful misconduct of the Center Indemnified Parties; and in case any action or proceeding be brought against Sonoma Community Center for same, City shall defend the same at City's expense.

VII. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. The employees, officials, officers, agents, and volunteers of each party hereto shall not be considered the employees, officials, officers, agents, and volunteers of the other party for any purposes.

VIII. No Rights in Third Parties. This Agreement does not create any rights in any third party except as expressly provided herein.

IX. Entire Agreement of Parties. This Agreement constitutes the entire agreement for the joint use of the Improved Facilities between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.

X. Modifications or Amendments. The terms and conditions of this Agreement may be modified or amended only by written mutual consent of the Parties and approval of the City Council and the District's Board of Trustees.

XI. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sonoma County, California.

**For City of Sonoma:**

\_\_\_\_\_  
Carol Giovanatto  
City Manager, EOC Director,  
Director of Emergency Services

\_\_\_\_\_  
Date

**For Volunteer Center of City of Sonoma:**

\_\_\_\_\_  
Toni Castrone  
Executive Director  
Sonoma Sonoma Community Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Director, Member

\_\_\_\_\_  
Date

**VOLUNTEER CENTER  
EMERGENCY ACTION CHECKLIST  
CITY OF SONOMA**

Action	<u>Date/Time</u>	<u>Personnel Assigned</u>
1. City of Sonoma’s EOC Director, Logistics Manager or his/her designee requests activation of Volunteer Center’s Response Plan.	_____	_____
2. Establish VRC and/or phone bank to enable community members to volunteer easily	_____	_____
3. Assign liaison to EOC Volunteer Program Manager to ensure continued coordination	_____	_____
4. Working through designated City staff for Emergency Public Information, activate release of information on spontaneous volunteer needs	_____	_____
5. Maintain communications with designated City staff to ensure coordinated spontaneous volunteer utilization.	_____	_____
6. Activate communications link with Sonoma Valley agencies to determine need for volunteers.	_____	_____
7. Document all activities in terms of numbers of volunteers registered and referred, agencies where placed, time of service and costs incurred; send to the City of Sonoma’s Human Resources Department’s, Volunteer Program Manager.	_____	_____
8. Monitor Volunteer Reception Centers.	_____	_____
9. Demobilize as directed.	_____	_____
10. Send all requests for financial reimbursement with appropriate documentation to the Finance office.	_____	_____
11. Cooperate and debrief with City personnel in preparation of after-action reports.	_____	_____



**CITY OF SONOMA**  
**City Council**  
Agenda Item Summary

City Council Agenda Item: 5D

Meeting Date: 03/04/13

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Approval and ratification of the reappointment of Robert McDonald to the Design Review Commission for a two-year term.

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**Summary**

The Design Review Commission consists of 5 members and one alternate who serve at the pleasure of the City Council. At least four of the members and the alternate must be City residents. Appointments are made when a nomination made by the Mayor is ratified by the City Council.

Robert McDonald has served on the Design Review Commission since March 21, 2007 and Mayor Brown has nominated him for reappointment for an additional two-year term.

---

**Recommended Council Action**

Ratify the reappointment.

---

**Alternative Actions**

Council discretion.

---

**Financial Impact**

n/a

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

None

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Copy to: Robert McDonald via email



*City of Sonoma*  
**City Council**  
**Agenda Item Summary**

**City Council Agenda Item: 5E**

**Meeting Date: 03/04/2013**

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Approval and Ratification of the Reappointment of Matt Howarth to the Planning Commission for a two-year term.

---

**Summary**

The Planning Commission consists of 7 members and one alternate who serve at the pleasure of the City Council. Commissioners may serve for a total of eight years (Two-year term, Four-year term, Two-year term). Seven members and the alternate must reside within the City limits.

Matt Howarth was originally appointed to the Planning Commission on March 21, 2007 and Mayor Brown has nominated him for reappointment for an additional two-year term.

---

**Recommended Council Action**

Approve and ratify the reappointment of Matt Howarth.

---

**Alternative Actions**

Council discretion.

---

**Financial Impact**

N/A.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

None.

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**cc:**

Matt Howarth via email

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**CITY OF SONOMA**  
**City Council**  
Agenda Item Summary

City Council Agenda Item: 5F

Meeting Date: 03/04/2013

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Request by Prestwood PTO for City-subsidized use of the Sonoma Valley Veterans Memorial Building on March 8, 2013.

---

**Summary**

In 1991, the City entered into a Development and Use Agreement with Sonoma County to undertake a major renovation of the Sonoma Valley Veterans Memorial Building. The agreement also provided that the City would pay the County \$10,000 annually to offset operational expenses and in return the City would be allowed use of the facility up to twenty times per fiscal year. Through the years, the City developed a program whereby many, if not all, the City's allocated days were assigned to local students and non-profit or charitable organizations. In June 2010, the City Council approved a three-year extension of the agreement that will expire June 30, 2013. The City is working with the County on a renewal of the lease agreement.

Prestwood PTO requested City-subsidized use of the Veteran's Building on March 8, 2013 for their Annual Talent Show.

Because Pet's Lifeline relinquished their previously approved rent subsidy; one became available. Prestwood PTO was first on the rent subsidy waiting list. If this request is approved, the City will have no rent-subsidized days remaining for the fiscal year ending June 30, 2013.

---

**Recommended Council Action**

Approve the request subject to applicant's compliance with the City's standard insurance requirements.

---

**Alternative Actions**

- 1) Delay action pending receipt of additional information.
  - 2) Deny the request.
- 

**Financial Impact**

The City pays \$10,000 annually to the County in return for the use of the Veteran's Building for twenty days throughout the year. The value of each City-subsidized day provided to an outside organization is \$500.

---

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

Request from Tara Boucher

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cc: Tara Boucher, via email

**Gay Johann**

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**From:** Tara Boucher <tara@boucher.net>  
**Sent:** Tuesday, February 19, 2013 11:44 AM  
**To:** CityHall Mailbox  
**Subject:** Vets hall rent subsidy for Prestwood Elementary

Hello Gay,

Attached please find Prestwood Elementary's contract with the Sonoma Vets Hall for our annual Talent Show March 8, 2013. We will be using the main hall for 4 hours that evening for a total rental cost of \$300.00.

I have worked on this show for 4 years, and as the director for the past two. It is a wonderful enrichment program supporting the Performing Arts. We have about 35 acts and 65 performers in the show performing songs, dances, comedy, magic, and more. Although we do ask for a donation for admission, to help cover our production costs, this is not a school fundraiser. This is a chance for our students to express themselves through the performing arts.

We appreciate your generosity in considering us for a city grant for this show.

Warmly,

Tara Boucher  
Prestwood PTO Co-President  
and Talent Show Director  
(707) 721-6744



*City of Sonoma*  
**City Council**  
**Agenda Item Summary**

**City Council Agenda Item: 5G**

**Meeting Date: 03/4/2013**

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**Department**

Public Works

**Staff Contact**

Debra Rogers, Management Analyst

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**Agenda Item Title**

Approve the application of Sonoma Raceway for temporary use of city streets for the Speedway Children's Charities on Saturday, May 18, 2013 and Adopt Resolution approving and consenting to the use of city streets for the Speedway Children's Charities Parade.

---

**Summary**

Sonoma Raceway has requested temporary use of city streets for the Speedway Children's Charities for the annual Historic Racecar Festival Parade, which is scheduled to take place on Saturday, May 18, 2013. Because the event involves use of SR 12, the applicant must also obtain permission and an encroachment permit from Caltrans. The proposed route and timing are as follows:

1. Travel from Sonoma Raceway, up Broadway at 5:20 p.m.
2. Turn left on West Napa Street, right on First Street West, right on East Spain Street, left on Fourth Street East to parking area at Sebastiani Winery, arriving at 5:40 p.m., where the event will be held.

It is anticipated that approximately 30 historic racecars will participate in the event. They will be accompanied by a CHP escort for the entirety of the route.

---

**Recommended Council Action**

Adopt the resolution approving the use of city streets and recommending Caltrans approval subject to the following conditions:

1. Applicant shall contact Police Department as soon as possible to finalize traffic control plan and contract with the Sonoma County Sheriff's Department for services as required.
  2. Applicant shall provide notice of the event and temporary impediment of free passage of traffic along parade route to all businesses located on Broadway and on all sides of the Plaza no later than thirty days prior to the event.
  3. Applicant shall comply with City of Sonoma standard insurance requirements.
- 

**Alternative Actions**

1. Defer action pending receipt of additional information.
  2. Deny the request.
- 

**Financial Impact**

The applicant is required to reimburse the City for additional personnel costs incurred as a result of this event.

---

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

1. 2013 Resolution
  2. Street Use Application
- 

cc: Jerry Wheeler, Sonoma Raceway via email

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**CITY OF SONOMA**

RESOLUTION NO. - 2013

RESOLUTION APPROVING AND CONSENTING  
TO THE USE OF CITY STREETS  
Sonoma Raceway Children's Charities  
Historic Racecar Festival Parade

WHEREAS, The Sonoma Raceway Children's Charities has made application to conduct the Historic Racecar Festival Parade, which will involve use of State Route 12; and

WHEREAS, the Historic Racecar Festival Parade will temporarily impede and restrict the free passage of traffic over State Route 12 on May 18, 2013, between the hours of 4:20 p.m. and 5:40 p.m.

NOW THEREFORE be it resolved that the City Council of the City of Sonoma as follows:

1. The City Council approves and consents to the proposed Sonoma Raceway Children's Charities Parade and recommends approval of and consents to the proposed restriction of State Route 12 upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.
2. The approval of the street closure is subject to the following conditions and limitations:
  - A. Applicant shall contact Police Department as soon as possible to finalize traffic control plan and contract with the Sonoma County Sheriff's Department for services as required.
  - B. Applicant shall provide notice of the event and temporary impediment of free passage of traffic along parade route to all businesses located on Broadway and on all sides of the Plaza no later than thirty days prior to the event.
  - C. Applicant shall comply with City of Sonoma standard insurance requirements.

The foregoing Resolution was duly adopted this 4th day of March 2013, by the following vote:

Ayes:  
Noes:  
Absent:

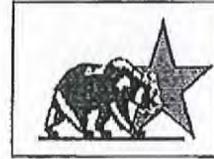
\_\_\_\_\_  
Ken Brown, Mayor

ATTEST:

\_\_\_\_\_  
Gay Johann, City Clerk



City of Sonoma  
No. 1 The Plaza  
Sonoma CA 95476



PERMIT APPLICATION  
FOR USE OF CITY STREETS

Application Fee: \$373.00  
(Encro 100 30203)

Note: Events utilizing any portion of Highway 12 must also obtain permission from Caltrans, District 4, 111 Grand Avenue, Oakland 94612, (510) 286-4404.

Name of Applicant: Speedway Children's Charities/Sonoma Raceway  
 Name of Sponsoring Organization: Speedway Children's Charities  
 Address: 29355 Arnold Drive, Sonoma CA 95476  
 Telephone Numbers: Day: 938.3480 Night: 974.0216 Fax: 938.5011 Email: jwheeler@racesonoma.com  
 Name of Event: Historic Race Car Festival

Type of Event - Mark Appropriate Box

- Run or Walk       Rally or Assembly       Parade  
 Other CHP escort from Raceway to Sebastiani Winery

Date(s) of Event: Saturday May 18, 2013

Street Closure(s) Requested:

Broadway between W. Napa and 1st St. W from 5:20 am/pm to 5:40 am/pm  
1st St. W between E. Spain St. and 4th St. E from 5:20 am/pm to 5:40 am/pm  
 \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Complete Description of Event. Using additional sheets if necessary, describe the number of participants; duration of the event; the number, type, size and material of all entries including any floats or banners; the number and type of animals and a plan for cleaning up after them; any seating being provided; and Judges Tables. Attach a map of the route to be used and indicating the location of the staging area, announcer's stand, barricade placement, vendors, banners, signs and booths, etc.:

Approx 20-25 historic Race cars staged at Sonoma Raceway  
will travel with CHP escort from Raceway, up Broadway,  
Left on W. Napa, Right 1st St. W, Right E Spain St, Left on 4th St E -  
park @ Sebastiani Winery  
 Estimated Daily Attendance: 400

If a Sound Amplification is be used, describe the type, location, purpose and hours of use: To announce  
winners (Best local + Best Race Car) will also  
play "car songs" throughout the evening 5:30-8pm

General Conditions of Approval:

Applicant is responsible for obtaining permission from Caltrans for use of any portion of Highway 12. All facilities placed upon a City street are subject to continuing safety approval and inspection by the appropriate City departments. A clear path of a minimum width of 20 feet through the length of the portion of roadway being used must be maintained for emergency vehicle access. Obstructions shall not be placed along the curb or the roadway within 10 feet of any fire hydrant. All facilities used for the event shall be removed from City streets immediately after the close of the event. All costs for barricading, traffic control, street sweeping and clean up shall be borne by the applicant. Applicant will be required to submit a deposit equal to the amount estimated by the City for services performed by City personnel in relation to the event. The deposit is due no later than two weeks before the first day of the event. If actual costs exceed the amount of the deposit, applicant will be required to pay the difference. If actual costs are less than the deposit, the excess will be returned to applicant or applied to any other fees or charges owed to the City. Applicant must provide a certificate of insurance and a policy endorsement naming the City of Sonoma as additional insured as described in the City of Sonoma Facility Use Insurance Requirements.

\*\*\*\*\*

I do hereby acknowledge and affirm that all information contained herein is accurate to the best of my knowledge and agree to assume full responsibility and liability for and indemnify, and suits for or by reason of injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever on in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the City, its agents or employees.

*[Handwritten Signature]*  
Applicant's Signature

\_\_\_\_\_  
Date

For City Use Only	
POLICE DEPARTMENT RECOMMENDATION:	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny
Amount of Deposit Required	<u>0</u>
COMMENTS: CHP must provide escort from runway to Sebastiano Tractor five life safety personnel to monitor all intersections in city to provide crowd management.	
Authorized Signature	<i>[Signature]</i>
	Date <u>2/20/13</u>
PUBLIC WORKS DEPARTMENT RECOMMENDATION:	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
Amount of Deposit Required	<u>\$ 373.</u>
COMMENTS:	
Authorized Signature	<i>[Signature]</i>
	Date <u>2/19/13</u>
Date Approved by CSEC	<u>N/A</u>
Date Approved by City Council	<u>3/4/13</u>



**City of Sonoma**  
**City Council/Successor Agency**  
Agenda Item Summary

**City Council Agenda Item: 6A**

**Meeting Date: 03/04/2013**

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Approval of the portions of the Minutes of the February 11, 2013 City Council / Successor Agency Meeting pertaining to the Successor Agency.

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**Summary**

The minutes have been prepared for Council review and approval.

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**Recommended Council Action**

Approve the minutes.

---

**Alternative Actions**

Correct or amend the minutes prior to approval.

---

**Financial Impact**

N/A

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

See Agenda Item 5B for the minutes

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*City of Sonoma*  
**City Council**  
**Agenda Item Summary**

**City Council Agenda Item: 8A**

**Meeting Date: 03/04/13**

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**Department**

Planning and Community Services

**Staff Contact**

David Goodison, Planning Director

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**Agenda Item Title**

Discussion, consideration, and possible action on the transfer of ownership of the Montini Preserve from the Sonoma County Agricultural Preservation and Open Space District to the City of Sonoma.

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**Summary**

Since 2010, the City Council has been discussing the possibility of taking ownership of the 98-acre Montini Preserve. Although the City Council had expressed interest in taking ownership of the entire Preserve at the time of negotiations for its acquisition, the District initially proposed to transfer only the 9-acre pasture property to the City of Sonoma, with the 89-acre area above the Vallejo Home proposed to go to State Parks as an expansion of the Vallejo Home State Park. However, when the State's ongoing budget problems called this approach into question, the District approached the City of Sonoma to gauge its interest in taking on the entire property. On March 7, 2011, the Council adopted a resolution of intent expressing its desire to take ownership of the Preserve and directed staff to work with the Open Space District to implement that direction. Since that time, the following actions have been taken.

- A land management/maintenance work plan, with a bid, has been obtained from the Sonoma Ecology Center (SEC).
- The Development Code and the Sphere of Influence have been amended to encompass the Montini Preserve in order to allow for its annexation to the City. In addition, the City Council has rezoned the property, which represents the first step in the annexation process.
- The District is finalizing its trail specifications with the objective of beginning construction in March of 2013. The cost of this project is estimated at \$350,000.

As previously reported to the City Council, there a number of steps associated with the transfer, including the preparation and negotiation of a number of legal documents. As directed by the Council, staff has been working with the District to complete these steps and the process is now at a stage where the City Council needs to conduct a final review of the transfer documents and decide whether or not to move forward with taking ownership of the Preserve.

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**Recommended Council Action**

Adopt the attached resolution, thereby approving the property transfer documents and authorizing their execution.

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**Alternative Actions**

1. Provide direction to staff on any further changes to the transfer documents that it wishes to negotiate.
  2. Decline to take ownership of the Montini Preserve.
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**Financial Impact**

Although the Open Space District would provide maintenance funding for an interim period of three years (in the amount of \$70,000), by taking ownership of the Preserve, the City would assume the long-term maintenance responsibility for the property. Based on the land management and maintenance proposal submitted by the Sonoma Ecology Center, the typical annual cost to the City is estimated at approximately \$15,000 (or \$11,000 if the vegetation management component is eliminated). Following an initial three-year period in which the Open Space District would pay for maintenance, this would become an ongoing General Fund expense. There are also one-time costs associated with taking ownership of the property, which are estimated at approximately \$7,000.

(This estimate does not include staff time.) Expenses in this area would mainly be associated with LAFCO application requirements associated with annexing the portions of the Preserve that are outside of city limits.

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

1. Supplemental Report
2. Map of Montini Preserve
3. Draft Resolution with attached transfer documents, including Land Transfer Agreement, Conservation Easement, Recreation Covenant, and Memorandum of Understanding

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cc: William Keene, General Manager, SCAPOD

Misti Arias, SCAPOD

Leslie Lew, SCAPOD

Sara Press, SCAPOD

Bill Montini

Mark Newhouser, SEC

Joanna Kemper/SOTT

Bob Edwards

Jennifer Hainstock

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## SUPPLEMENTAL REPORT

Discussion, Consideration, and Possible Action on the Transfer of Ownership of the Montini Preserve from the Sonoma County Agricultural Preservation and Open Space District to the City of Sonoma

*For the City Council meeting of March 4, 2013*

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### **Background**

The Montini Preserve encompasses approximately 98 acres of open space, including a significant portion of Sonoma's hillside backdrop. It is located immediately north of the Vallejo Home State Park and extends from Fifth Street West to First Street West. The Preserve features rolling grasslands, oak woodlands, and a 9-acre pasture, with elevations ranging from 120 feet to 500 feet above sea level. The Sonoma County Agricultural Preservation and Open Space District ("District") acquired the Montini Preserve and an adjacent conservation easement from the Montini family for \$13.9 million in 2005. Of this amount, the California State Coastal Conservancy and the City of Sonoma contributed \$1.15 million and \$1.25 million, respectively, while District's contribution was \$11.5 million.

Since 2010, the City Council has been discussing the possibility of taking ownership of the Montini Preserve, as the District is not set up for the long-term management of property and typically seeks agencies and organizations to which it can transfer the property the District acquires. Although the City Council had expressed interest in taking ownership of the entire Preserve at the time of negotiations for its acquisition, the District initially proposed to transfer only the 9-acre pasture property to the City of Sonoma, with the 89-acre area above the Vallejo Home proposed to go to State Parks as an expansion of the Vallejo Home State Park. However, when the State's ongoing budget problems called this approach into question, the District approached the City of Sonoma to gauge its interest in taking on the entire property. Since that time, the following actions have been taken:

- A land management/maintenance work plan, with a bid, has been obtained from the Sonoma Ecology Center (SEC), following the circulation of a request for proposals (the SEC was the sole respondent). While the Open Space District would fund the maintenance of the Preserve for a three-year period following its transfer to the City (the District has limited its three-year obligation to \$70,000), the long-term maintenance responsibility would be the City's. Based on the SEC work plan, this cost is estimated at \$12,000-15,000 annually.
- As directed by the Council, the General Plan, the Development Code and the Sphere of Influence have been amended to encompass the Montini Preserve in order to allow for its annexation to the City. In addition, the City Council has rezoned the property, which represents the first step in the annexation process.
- The Council adopted a resolution of intent expressing its interest in taking ownership of the Preserve.
- The District is finalizing its trail specifications with the objective of beginning construction in April of 2013. The cost of this project is estimated at \$350,000.

As previously reported to the City Council, there a number of steps associated with the transfer, including the preparation and negotiation of a number of legal documents. As directed by the Council, staff has been working with the District to complete these steps and the process is now at a stage where the City Council needs to conduct a final review of the transfer documents and decide whether or not to move forward with taking ownership of the Preserve.

## **Transfer Documents**

The three main documents associated with the transfer are: 1) the Transfer Agreement, 2) the Conservation Easement, and 3) the Recreation Covenant. The purposes and primary provisions of these documents are as follows:

### *Transfer Agreement*

The Transfer Agreement is the mechanism by which ownership of the Preserve would be transferred from the Open Space District to the City of Sonoma. Unlike the Conservation Easement and the Recreation Covenant (discussed below), which run with the land, in the main, the Transfer Agreement is limited to a term of approximately four years. Its main provisions are as follows:

- The District is obligated to construct the trail and related improvements and comply with the Management Plan that the District has adopted for the property. (Section 2.a.ii) (Note: Upon the transfer of the property to the City, the City assumes liability for ADA compliance or non-compliance concerning any aspect of the improvements located on the property. However, from the outset the District has been designing the trail to include an accessible segment and per the Transfer Agreement, City staff has already had and will have opportunities to review the plans and specifications for code compliance prior to the commencement of construction. This review is occurring now.)
- Upon the execution of the Transfer Agreement, the City has a 45-day due diligence period to inspect the property and determine whether there are any conditions that would create an unacceptable liability or maintenance burden. If such conditions are found, the City may notify of the District of that finding within the due diligence period and if the District does not resolve those conditions prior to the transfer of the title to the property to the City, the agreement would be terminated. (Section 3.a) This 45-day period will close before the District has completed construction of the trail. However, with the City having design and change order review authority (Section 2.a.ii) as well as an opportunity to protest if it finds that the trail was not properly constructed (see below), the risk of the trail being improperly constructed (and thus, of the City assuming liability therefor) is minimized.
- With respect to the construction of the trail, the District agreed to revise the Transfer Agreement to include provisions that: 1) ensure that City staff has access to the trail during the construction process for inspections; and 2) establish a process through which the City may protest the issuance of a notice of completion of the construction project by the District, if the City finds that the work was not completed in accordance with the approved plans and specifications. In the event of such a dispute, the parties agree to resolve it through binding arbitration. (Section 2.a.3)
- No later than 45 days following the completion of the trail and related improvements, the District would record the deed transferring the property to City. The City agrees to accept the property in an “as is” condition. Concurrently with the transfer of Title, the City will grant back to the District the Conservation Easement and the Recreation Covenant. (Section 4)
- Thirty days following the transfer of ownership, the City shall open the Preserve to public access. (Section 6.a) The City is required to manage the Preserve consistent with the Management Plan previously approved by the District and to use the Preserve for open space purposes and for “low intensity outdoor public recreation.”

- The City shall implement a three-year work plan (“Work Plan”) and provide the District with quarterly reports verifying progress, as well as an annual audit. Generally, the Work Plan as proposed by the Sonoma Ecology Center provides for vegetation and rangeland management, as called for in the Management Plan, and trail maintenance, and volunteer training and recruitment. (Section 7)
- The District shall reimburse the City for the cost of implementing the Work Plan, not to exceed \$70,000 over the three-year term of the agreement. (Section 8)
- The City shall provide insurance naming the District as additional insured during the three-year term of the agreement. (Note: the insurance requirement has been reviewed by REMIF and the City Manager and it does not appear to raise any significant issues.) (Section 8.b)
- The City would be responsible for post-construction mitigation monitoring. The primary activity required in this regard is annual trail maintenance. (Section 6.d)

### *Conservation Easement*

The Conservation Easement places a variety of restrictions on the use of the property in order to ensure that activities on the Preserve are consistent with specified conservation values. Broadly speaking, these values are derived from the original purposes of the acquisition. In the case of the Montini Preserve, prior to its purchase it was identified in the District’s *Acquisition Plan 2000* it was identified as a candidate for acquisition under the categories of “Greenbelt Protection” and “Natural Resources.” Building on those basic acquisition purposes and the goals and policies developed through the Management Plan, the Conservation Easement identifies the following conservation values for the Preserve: 1) protection of natural resources, 2) protection of scenic resources, 3) provision of urban open space, 4) provision of low-intensity public recreational uses, and 5) provision of public educational opportunities related to the preceding. The range of uses that is consistent with these conservation values is rather narrow and, as a result, the Conservation Easement is quite restrictive. Its main provisions are as follows:

- The Easement and its restrictions are intended to remain in place in perpetuity and run with land.
- The Easement provides the Open Space District with a number of affirmative and on-going rights, including the right to inspect the property to verify that the restrictions of the Easement are being respected. (Section 4)
- The District has the right to review certain proposed uses in order to ensure that they are consistent with the terms of the Easement and the adopted Management Plan for the Preserve. (Section 6)
- In the event of breach of the terms of the Easement, the District has the right to seek an injunction and/or liquidated damages in an amount commensurate with the estimated cost of curing the breach. However, the District would need to provide the City with notice of a breach as well as a “reasonable and specific” cure period. (Section 10) These remedies do not apply to acts beyond the City’s control (e.g., fires, floods, earthquakes). (Section 11)
- The allowed use of the property is limited to activities such as habitat restoration, vegetation management, grazing, hiking, picnicking, and other low intensity recreational uses. Horseback riding and bicycling are prohibited, as are noise amplification and night lighting. (Section 5.2) No more than 0.5 acres of the site may be covered with impervious surfaces and no improvement may exceed 12’ in height.

- While the Conservation Easement itself does not prohibit dogs, they would not be allowed at the outset because pets are prohibited under the adopted Management Plan. The City could seek to amend the Management Plan to allow leashed dogs. However, any amendment to the Management Plan would be subject to the review and approval of the Open Space District. With any proposed amendment to the Management Plan, the City would need to complete any necessary environmental review and demonstrate that it would be consistent with the conservation values of the Preserve, including the protection of wildlife resources. (Section 6.1.1)
- The property may not be subdivided (section 5.3) and the Conservation Easement also places strict, quantified limits on the type of development that may occur on the property (Section 5.4).
- The Easement allows the existing wells on the Preserve to be accessed and used by the City for monitoring (but not production) purposes. In addition, the Easement allows for the possibility of making a water line connection between an existing well on the adjoining Field of Dreams property and the water main that runs through the Preserve between the water tanks and First Street West. This is a significant allowance, as the City is in discussions with the Field of Dreams Board of Directors on the possibility of using that well of for municipal purposes. (Section 5.4.5.2)
- The Easement potentially allows for a wetlands restoration/groundwater recharge project that the SCWA would like to implement on the 9-acre pasture property. (This project is in a conceptual stage of investigation and would be subject to the review and approval of both the Open Space District and the City Council.) (Section 5.5.5)

#### *Recreation Covenant*

In contrast to the Conservation Easement, which places limits on the use of the property, the Recreation Covenant *requires* that certain activities be allowed for or undertaken. In essence, the purpose of the Recreation Covenant is to assure that the Preserve is open and used for public recreation. The main terms of this document are as follows:

- The Covenant requires the property to be used in perpetuity as a public park and open space preserve. (Section 1)
- At a minimum, the Covenant requires the City to allow the public to use the Preserve for public hiking and nature study, six hours per day, seven days a week (except for an annual three week grazing period.) (Section 2.A) Note: as provided for the Conservation Easement, the Preserve may also be closed on a temporary basis to protect health and safety or to conduct maintenance and restoration activities.
- The Covenant recognizes that the Management Plan may be amended from time-to-time, as provided for in the Conservation Easement. (Section 2.D)
- The Covenant calls upon the City make a good faith effort to permanently secure the access across the Vallejo Home State Park that is currently allowed through a Memorandum of Understanding with State Parks. In the event that this allowance for access is terminated in the future, the City would have five years to implement an alternative alignment providing for western access. (Section 2.C)
- As with the Conservation Easement, in the event of a breach, the District could seek liquidated damages from the City. The Recreation Covenant's calculation of liquidated damages would probably result in a larger financial penalty to be paid by the City than would a violation of the Conservation

Easement. It is important to remember that the Recreation Covenant's central purpose is to force the City to keep the Preserve open for public use. Even if the City learns (after the Preserve has been transferred to the City) at some point in the future that the annual maintenance costs or the liability exposure becomes onerous and expensive, the City cannot prevent the public from using the Preserve without violating the Recreation Covenant unless the Council has declared a fiscal emergency "rendering it financially unable to perform" under the Recreation Covenant. If the City violates the Recreation Covenant, the District has the right to pursue liquidated damages against the City equal to the fair market value of the entire Property (ignoring the restrictions imposed by these various documents), multiplied by the number of years during which the violation exists, multiplied by 7%, not to exceed \$2 million for each breach of the Recreation Covenant. As an additional remedy for the City's default under the Recreation Covenant, the District could also compel the City to lease the Preserve to the District pursuant to a pre-approved 25-year lease, in effect taking over the operation of the Preserve. However, the District would need to provide the City with notice of any perceived breach as well as a cure period. (Section 4 and Section 8). In addition, liquidated damages may not be sought without the authorization of the District Board and, as mentioned above, shall not be assessed during periods in which the City has declared a fiscal emergency. (Section 4.D)

- As noted in the Recreation Covenant, under State law a District-wide vote would be required in order to allow the City to transfer the Preserve to another entity. In addition, the Covenant subjects such a transfer to the review and approval of the District, to ensure that the proposed transferee-entity is "reasonably qualified" to meet the requirements of the Conservation Easement and the Recreation Covenant; however, such approval by the District may not be unreasonably withheld. (Section 5)

**Note:** Staff is continuing to work with the Open Space District on possible modifications to these documents. Based on these discussions, staff may present revised language at the City Council meeting. None of the revisions under discussion have significant implications with respect to the issues discussed above.

### **Assignments**

In order to complete the transfer of ownership, two assignment agreements will need to be executed, one with the California Coastal Conservancy and the other with the State Department of Parks and Recreation. Funding for the acquisition of the Montini Preserve included a \$1,250,000 grant from the Coastal Conservancy. This grant was contingent upon the Open Space District entering into a recorded agreement with the Coastal Conservancy guaranteeing that the Preserve would be used for open space preservation, recreation, viewshed protection, and public access. (Note: staff has reviewed limitations on use imposed by the agreement and there is nothing in its terms that is inconsistent with or more restrictive than the provisions of the Conservation Easement that would be dedicated to the Open Space District.) In order to secure this guarantee, the agreement requires an irrevocable offer of dedication and the agreement also provides that the Open Space District may not transfer ownership of the property without the authorization of the Coastal Conservancy. This authorization would take the form of an assignment agreement that would transfer the obligations set forth in the Coastal Conservancy agreement from the Open Space District to the City of Sonoma. The second assignment involves a Memorandum of Understanding (MOU) entered into by the Open Space District and the State Department of Parks and Recreation. The MOU allows for the development and use of trail segment (approximately 350 feet in length) along the western edge of the Vallejo State Park connecting the Fourth Street West trailhead with the Montini Preserve. This segment was essential in achieving the compromise on western access to the Preserve that avoided the need for the trail to pass through the 9-acre pasture property adjacent to Fifth Street West.

As part of the recommended Council action, staff is seeking authorization to execute assignment agreements relating to the Coastal Conservancy agreement and the MOU with State Parks.

## Other Issues

### *Dogs on the Montini Preserve*

At various hearings on the design and layout of the trail system for the Montini Preserve, dog advocates have expressed support for allowing leashed dogs on the trails that will be developed in the Preserve, while some other members of the public have expressed reservations about that idea. The adopted Management Plan for the Montini Preserve currently prohibits pets, including dogs. This direction was based on two factors: 1) dogs are prohibited on the City-owned Overlook Trail, to which the Montini trail would connect; and, 2) the District originally intended to transfer the Preserve to State Parks, where dogs are prohibited by State law. As discussed in the review of the Conservation Easement, while the City would be obligated to abide by the provisions of the Management Plan following the transfer of ownership, there is a process set forth in the Conservation Easement through which the City may amend the Management Plan. However, under that process, the District retains the authority to review and approve any proposed amendment to the Management Plan (section 6.1). As stated in the Conservation Easement, the District's decision as to whether to approve or deny a proposed amendment to the Management Plan "... shall be based solely upon the Revised Plan's consistency with the terms, conditions and Conservation Purpose of this Easement." Among the key provisions in that regard is found in section 5.15, "Criteria for Use": *Public low-intensity outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection.*

If the City Council were to direct staff to prepare an amendment to the Management Plan to allow leashed dogs on trails within the Preserve and submit that amendment to the District for approval, an environmental analysis would be required in order to demonstrate that the presence of dogs would not have a significant impact on the habitat values of the Preserve. Discussion and Council direction would also be necessary with respect to whether this allowance would extend to the Overlook Trail (as the two trail systems will be connected) and on how the prohibition on dogs in State Parks would be addressed at the Fourth Street trailhead. State Parks has previously expressed concern about this issue and, if they felt that an allowance for dogs within the Montini Preserve would adversely affect them, they could conceivably revoke permission to use their property for the Fourth Street West access. In light of these issues, it is staff's view that the determination of whether or not leashed dogs should be allowed within the Montini Preserve is a policy question that needs to be addressed separately from the issue of the ownership transfer. All that can be done in the transfer documents is to preserve the option for leashed dogs, which has been accomplished. Recognizing the City Council's interest in ensuring that an allowance for leashed dogs will be an option following the transfer of ownership, the District has agreed to enter into a memorandum of understanding (MOU) addressing that subject. That MOU is attached hereto and is one of the documents the Council will be asked to approve as part of this agenda item. While the MOU does not change the parameters of the amendment process, it highlights the Council's interest in the issue and expresses the intention of the Open Space District to work with the City in good faith. Staff would emphasize that this process applies to any amendment to the Management Plan. (Staff estimates that the amendment process would take approximately 6-9 months to complete at a cost of about \$7,000.)

While the idea of allowing leashed dogs on trails was raised early on, more recently it has been suggested that perhaps a dog park could be created on a portion of the Preserve directly north of the Field of Dreams. At the direction of the City Council, staff discussed this concept with the staff of the Open Space District. They have responded with a determination that such a use is not compatible with the limitations imposed by the easement, specifically the allowance for "low intensity outdoor recreational uses" set forth in section 5.1.5.b. This question has been raised with respect to other properties managed by the District and they have previously determined that a dog park does not fall with their definition of a "low-intensity recreational use."

Note: Unleashed dogs are allowed in the City dog park. Leashed dogs are allowed on the City's bike paths, in Depot Park, Olsen Park, Nathanson Creek Park, Nathanson Garden, and Jean KT Carter Park, and in County Regional Parks, including the Maxwell Farms Regional Park. A one-acre site at Maxwell Farms has been offered by County Regional Parks for development as a dog park.

### *Trail Design and Maintenance*

To lead the trail design process, the Open Space District retained the services of Don Beers, a nationally recognized expert in the field with years of experience. Prior to undertaking any layout, Mr. Beers became thoroughly familiar with the property through a series of site visits and the review of previously developed site assessments, including soil conditions, drainage, and topography. Much of this initial assessment occurred during the rainy season, allowing Mr. Beers to gain a first-hand understanding of the property's hydrological conditions, as key considerations in the design process included ensuring the sustainability of the trail and minimizing future maintenance needs. Other design considerations used to develop the trail alignment and construction design are as follows:

- Limit slopes to an average grade of 8% (steeper slopes may be appropriate for short stretches). Limit slopes to a 5% grade in handicapped accessible areas. (A handicapped accessible segment will be provided from the Fourth Street West trailhead to a viewpoint overlooking the pasture property.)
- Design trail segments to sheet flow in accordance with natural drainage patterns.
- Avoid cut-throughs by designing switchbacks to limit visibility of upcoming trail segments.
- Correct existing erosion problems that could affect long-term trail stability during the course of construction.
- Minimize impacts on trees through appropriate alignment and the use of small retaining walls to preserve existing grades.

Guided by these considerations, Mr. Beers designed an initial alignment that was subject to extensive public review, including at least four reviews by the City Council. The trail alignment was modified and refined several times, based on community and public agency feedback, as well as further field reviews. Of particular concern was the alignment of the western access. Initially, this segment of the trail was proposed to extend through the pasture property adjoining Fifth Street West. There was considerable public resistance to that option, much of it based on potential conflicts with grazing, and the City Council, in a 2007 review of the trail plan, voted to oppose that alignment. Ultimately, through an extended process of negotiations and public reviews, the Open Space District obtained the agreement of State Parks to allow a portion of the trail to cross the Vallejo Home State Park, thereby allowing the western connection to be made from Fourth Street West. At its meeting of December 2, 2009, the City Council voted 4-1 (Councilmember Sebastiani dissenting) to accept the trail plan, including the Fourth Street option for access on the west.

Note: the trail alignment was evaluated in an environmental review conducted by the District that was adopted in 2008. The City completed an amendment to the environmental review addressing the Fourth Street access revision that was adopted in 2010.

### **Financial Impacts**

Although the Open Space District would provide maintenance funding for an interim period of three years (in the not-to-exceed amount of \$70,000), by taking ownership of the Preserve, the City would assume the long-term maintenance responsibility for the property. Based on the land management and maintenance proposal submitted by the Sonoma Ecology Center, the typical annual cost to the City is estimated at approximately \$15,000 (or \$11,000 if the vegetation management component is eliminated). Following an initial three-year period in which the Open Space District would pay for maintenance, this would become an ongoing General Fund expense. There are also one-time costs associated with taking ownership of the property, which are estimated at approximately \$7,000. (This estimate does not include staff time.) Expenses in this area would mainly be associated with LAFCO application requirements associated with annexing the portions of the Preserve that are outside of city limits.

### **Recommendation**

Staff recommends that the City Council adopt the attached resolution, thereby approving the property transfer documents and authorizing their execution.

The City Council may also wish to consider directing staff to schedule an agenda item regarding the preparation of an amendment to the Management Plan, along with an environmental evaluation, that would allow for the option of leashed dogs on the trails within the Preserve. (Note: Directing staff to proceed with preparing an amendment would not commit the Council to a particular outcome, but it would be a way of beginning the discussion of the issue and would result in the development of information that would be necessary to the decision-making process.)

### List of Documents:

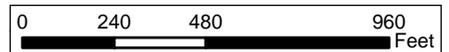
1. Resolution
2. Transfer Agreement (with exhibits)
3. Conservation Easement (Exhibit “F” in the Transfer Agreement)
4. Recreation Covenant (Exhibit “G” in the Transfer Agreement)
5. Memorandum of Understanding



Photo Source: AirPhotoUSA 2004  
 This map is for illustrative purposes only and is not intended to be a definitive property description.

# Montini Open Space Preserve Future Trail

- Montini Open Space Preserve
- Proposed Trail
- Sonoma Overlook Trail and other Regional Trails



**CITY OF SONOMA**

**RESOLUTION NO. XX - 2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA CONDITIONALLY APPROVING AND AUTHORIZING THE EXECUTION OF DOCUMENTS IMPLEMENTING THE TRANSFER OF OWNERSHIP OF THE MONTINI PRESERVE FROM THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT TO THE CITY OF SONOMA**

WHEREAS, the Montini Preserve was acquired by the Sonoma County Agricultural Preservation and Open Space District in in 2005, with funding assistance from the City of Sonoma; and

WHEREAS, the Montini Preserve encompasses approximately 98 acres of protected open space, featuring rolling grasslands, oak woodlands, and a 9-acre pasture, with elevations ranging from 120 feet to 500 feet above sea level; and

WHEREAS, the Montini Preserve constitutes a key portion of the City of Sonoma's hillside backdrop; and

WHEREAS, approximately 26 acres of the Montini Preserve are within city limits and the remainder adjoins city limits; and

WHEREAS, in 2012, the City Council approved a General Plan/Sphere of Influence amendment adjusting the City's Sphere of Influence to encompass the entirety of the Montini Preserve; and

WHEREAS, the Sonoma County Agricultural Preservation and Open Space District ("DISTRICT") is not set up for the long-term management of property and it typically seeks agencies and organizations with which to partner for the transfer of its acquisitions; and

WHEREAS, the City of Sonoma has an interest in assuring local control with respect to the long-term management of the Montini Preserve to ensure that its open space and agricultural values are protected and that the trail to be developed in the Preserve is well-maintained and accessible for the benefit of the citizens of Sonoma; and

WHEREAS, on March 7, 2011, the City Council adopted a resolution of intent expressing its interest in taking ownership of the Preserve and directed staff to work with the DISTRICT on implementing this direction; and

WHEREAS, in order to facilitate the transfer of ownership, establish clear responsibilities for each party, and protect the conservation of values of the Montini Preserve, the City of Sonoma and the DISTRICT have negotiated a transfer agreement, a conservation agreement, a recreation covenant, a memorandum of understanding, and related documents; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Sonoma hereby finds, resolves and declares as follows:

Section 1

The City Council hereby approves the transfer agreement, a conservation agreement, a recreation conservation covenant, a memorandum of understanding, and all related documents necessary to

implement the transfer of ownership (“TRANSFER DOCUMENTS”) in the language and form attached to this resolution and authorizes the Mayor and/or the City Manager to execute the same.

Section 2

The approval and authorization to execute the TRANSFER DOCUMENTS is contingent upon the following:

1. The approval of the TRANSFER DOCUMENTS in the same language and form by the Board of the DISTRICT, except for non-substantive changes or changes made by said Board, subject to the review and approval of the City Attorney.
2. The approval by the State of California Department of Parks and Recreation of the assignment of the Memorandum of Understanding authorizing a 350-foot segment of trail crossing the Vallejo Home State Park.
3. The approval by the California Coastal Conservancy of the assignment of the grant agreement entered into by the Coastal Conservancy and the DISTRICT on June 10, 2005.

Section 3

The City Council authorizes the City Manager to execute assignment agreements with the California Coastal Conservancy and the State of California Department of Parks and Recreation upon approval of said documents by the City Attorney.

Section 4

The approval and execution of the TRANSFER DOCUMENTS is categorically exempt from the California Environmental Quality Act (CEQA), in that section 15313 of the CEQA Guidelines exempt the acquisition of land for the purpose of preserving access to public lands where, as here, the purpose of the acquisition is to preserve the land in its natural condition.

Section 5

When and if all conditions precedent to the conveyance of the Montini Preserve to the City of Sonoma have been satisfied in accordance with the TRANSFER DOCUMENTS, the City Manager is hereby authorized to execute and cause to be recorded a certificate of acceptance accepting the transfer of title to the Montini Preserve from the DISTRICT to the City of Sonoma.

PASSED, APPROVED AND ADOPTED this 4th day of March 2013, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Ken Brown, Mayor

ATTEST:

\_\_\_\_\_  
Gay Johann, City Clerk

**LAND TRANSFER AGREEMENT BETWEEN  
THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND  
OPEN SPACE DISTRICT AND THE CITY OF SONOMA**

Montini Open Space Preserve

This Agreement (“Agreement”) is made and entered into by and between the Sonoma County Agricultural Preservation and Open Space District, hereinafter referred to as the "District," and the City of Sonoma, hereinafter referred to as the "City." This Agreement is effective as of the date it is signed by the President of the District Board of Directors (“Effective Date”).

**R E C I T A L S**

WHEREAS, the City desires to own, operate, and maintain parks, open space, recreation facilities and programs inside and adjacent to its boundaries; and

WHEREAS, the District, under the authority of Public Resources Code Section 5540, and pursuant to Resolution No. 05-0717 of the District Board of Directors, adopted August 2, 2005, the District acquired a 98-acre property (the “Property”), a portion of which is located within the limits of the City of Sonoma and the remainder of which is located in the unincorporated area of Sonoma County, as more particularly described in Exhibit “A” attached hereto; and

WHEREAS, the District desires to divest itself of fee ownership of the Property, including associated management and financial responsibilities; and

WHEREAS, pursuant to Public Resources Code Section 5540.6, the District may, with the approval by a four-fifths vote of the Board of Directors, convey the Property to the City, provided the City undertakes in a recorded written agreement to continue to use the Property for park purposes and not to convey the Property without the consent of a majority of the voters of the District or as otherwise permitted under this Agreement; and

WHEREAS the District purchased the Property using funds provided in part by the California State Coastal Conservancy (“the Conservancy”) under Division 21 of the Public Resources Code, and the City is willing to accept the continuing obligations of the District under Conservancy Grant Agreement No. 04-108 and the Conservancy’s encumbrances on the Property in the form of two documents: an Irrevocable Offer to

Dedicate Title in Fee and a Declaration of Restrictive Covenants, recorded in the Sonoma County official records on December 15, 2005, document nos. 2005185131 and 2005185133; and

WHEREAS, the City is willing to take title to the Property and to devote it to use as an open space preserve with low-intensity public outdoor recreational values, subject to a conservation easement and a recreation conservation covenant held by the District; and

WHEREAS, prior to the transfer of title to the City, the parties desire that the Property should be improved by the District; and

WHEREAS, the parties acknowledge that, but for the City's willingness to take title to the Property and open it for public recreational use, the District would not expend funds to construct the capital improvements contemplated herein; and

WHEREAS, in accordance with the terms and conditions of this Agreement, the District is willing to bear the reasonable and necessary costs to (1) develop trails and open the Property for public use, (2) transfer title to the Property to the City, and (3) assist the City with operation and maintenance costs for the Property for a period not to exceed three years.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and City agree as follows:

#### A G R E E M E N T

1. *Recitals.* The foregoing recitals are true and correct and are incorporated by this reference.
2. *District's Obligations During Interim Period.* During the period between the Effective Date of this Agreement and the Transfer Date (as defined in Paragraph 4 below), which period shall hereinafter be referred to as the "Interim Period," the District shall perform the following tasks and no others.

a. **Capital Improvements.** The Montini Open Space Preserve Management Plan and Initial Study, adopted by the District on October 6, 2009 (the “Management Plan”) is attached hereto as Exhibit “B”. Consistent with the Management Plan, the District will cause the tasks identified in Exhibit “C” (Scope of Work for Capital Improvements) to be performed prior to transfer to the City, which tasks shall hereinafter be referred to as the “Capital Improvements.”

i. **Prevailing Wages.** The District 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.*

ii. **Design Review and Approval by City.** The design plans and specifications for the Capital Improvements (“Plans and Specifications”) and construction contract documents shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld, conditioned, delayed or denied. The City agrees that its review of Plans and Specifications, and the construction contract documents (“Construction Contracts”) of which they will be part, will be limited to such purposes as are reasonably necessary to ensure the Capital Improvements meet applicable code requirements and accessibility standards. The District agrees to include in any construction contract(s) for the Capital Improvements contemplated under Paragraph 2(a) and Paragraph 7 language making the City a third party beneficiary (within the meaning of Cal.Civil Code §1559) of the contractor’s performance thereunder, provided, however, that City agrees, for District’s benefit, not to enforce any rights it may have as a third-party beneficiary under any Construction Contract until after District has made final payment to the contractor.

iii. **Change Orders.**

1. **Change Order Comment Procedure.** In the event of a change order, whether initiated by the contractor or the District, the following review and comment procedure will apply and is hereinafter referred to as the “Change Order Comment Procedure.”

a. District will submit the change order to the City for review and approval (“Change Order Notice”). Upon receipt of District’s Change Order Notice, which may be delivered by email, City will, in writing, either approve of the change order or submit detailed comments as to why it cannot approve the change order within seven (7) days. The City’s response may also be delivered by email. The City agrees that its review of any change order will be limited to such purposes as are reasonably

necessary to ensure the changes at issue meet applicable code requirements and accessibility standards and do not significantly increase maintenance costs to the City.

- b. The District will consider the City's response to the extent such response is timely submitted. City's failure to timely respond to District's Change Order Notice will be construed as City's approval thereof.
2. District's Reservation of Rights. District reserves the right to approve a disputed change order as it may deem necessary or appropriate, in its sole discretion, to complete the Capital Improvements in a cost-effective and timely manner. District shall provide City with notice of its approval of any disputed change order within twenty-four (24) hours of its execution by District or its agents. Such notice shall be given by fax and email.
3. Arbitration of Disputed Change Orders. Any dispute regarding any change order approved by District shall be resolved through binding arbitration within thirty (30) days of District's execution of the disputed change order. 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 five (5) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within five (5) 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 Paragraph 2(a)(iii), except to the extent such procedures are in conflict with the parties' stipulation that a resolution shall be achieved through arbitration within thirty (30) days of District's execution of the disputed change order.

4. Progress of Work During Pendency of Dispute. District shall have no obligation to stop or delay construction work during the pendency of a dispute, provided however, that in the event the arbitrator determines that corrective or additional work must be performed in order that the Capital Improvements remain consistent with applicable code requirements and accessibility standards and that the City's maintenance costs are not significantly increased, the District, at its sole cost, shall cause said work to be promptly effected.
5. Exclusive Remedy. Except for the rights the City has as a third party beneficiary as against the contractor(s) under the Construction Contracts, this Paragraph 2(a)(iii) establishes the City's exclusive remedy for any claims, demands, liabilities, costs, expenses, penalties, damages, losses and attorneys fees it may incur as a result of a change order executed by the District.

iv. **Site Access During Construction.** During construction of the Capital Improvements, the City shall be given access to the Property at all reasonable times, to inspect said construction and all of its facets and features, provided City coordinates the time and manner of such inspections with District staff and its contractors to ensure no interruption of the work results from such inspections and further provided that City does not direct the contractor(s).

v. **Completion Procedures.**

1. Completion Comment Procedure. The following review and comment procedure will apply to District's notices of substantial and final completion and is hereinafter referred to as the "Completion Comment Procedure."
  - a. *Substantial Completion.* The District or its agent will provide City five (5) days notice of its intent to issue a contractor a certificate of substantial completion. If City disputes the District's determination that the Capital Improvements subject to the construction contract in question are substantially complete (as such term is defined by the construction contract documents), City will provide immediate written notice to District, by email and fax, and no later than the business day prior to District's intended issuance of the certificate of substantial completion. If City has timely notified District in accordance with the preceding sentence, City shall, within ten (10) days of City's receipt of

District's Notice, submit detailed written comments to District as to why it does not agree with the District's substantial completion determination. The City's response may also be delivered by fax or email. The City agrees that its review of the District's substantial completion determination will be limited to whether the Capital Improvements have been constructed in compliance with the approved construction contract documents.

- b. *Substantial Completion.* The District shall also provide City with five (5) days notice of its intent to issue and record notice of completion pursuant to Civil Code Section 9204. City shall have the right to review and comment on the District's intent to issue notice of completion to the same extent and subject to the same procedural requirements as it does on District's intent to issue a certificate of substantial completion per Paragraph 2(a)(v)(1)(a), immediately above.
  - c. *District Review.* The District shall consider the City's comments regarding an intended notice of substantial completion or an intended notice of final completion to the extent such comments are timely submitted in accordance with this Completion Comment Procedure. However, notwithstanding the existence of any dispute between City and District as to whether the Capital Improvements are substantially or finally complete, District may issue notices of substantial and/or final completion, and take all other actions as may be necessary or appropriate, in District's sole determination, to administer the construction contract, including the release of retentions to the contractor(s).
2. Waiver of Untimely Claims. The parties agree that District shall have no liability to City for any alleged failure to complete the Capital Improvements that is not timely raised in accordance with the above-described Completion Comment Procedure.
  3. Arbitration of Disputed Work. Any concern raised by City pursuant to the Completion Comment Procedure that remains unresolved after final payment to the relevant contractor has been made by District (notice of which shall be faxed and emailed to the City within seven (7) days of District's payment) shall be resolved through binding arbitration. 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 fifteen (15) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within fifteen (15) 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. In the event the arbitrator determines that additional work must be performed in order to complete the Capital Improvements, the District, at its sole cost, shall cause said additional work to be promptly effected and, should title to the Property have transferred to the City by the time the arbitrator issues his/her ruling, the City shall grant to the District all reasonably necessary access rights to perform said additional work.

4. Exclusive Remedy. Except for the rights the City has as a third party beneficiary against the contractor(s) under the Construction Contracts, the foregoing Completion Comment Procedure and the arbitration remedy afforded pursuant to Paragraph 2(a)(v)(3) shall be City's exclusive remedy for defective or incomplete work performed at any time.

vi. **Permits.** Prior to commencing work on the Capital Improvements, the District shall provide the City written evidence that all permits and approvals necessary to complete the Capital Improvements under applicable local, state and federal laws and regulations have been obtained.

b. Management Plan Update. District shall update and revise the Management Plan to assure that the timeframes and deadlines set forth therein are reasonable and current and meet the approval of the City.

c. Property Management. The District shall manage the property consistent with the Management Plan.

d. Statutory Compliance. All activities and uses undertaken by the District in connection with the Property shall be subject to and undertaken in accordance with all applicable restrictions on the Property, and all applicable federal, state, and local statutes, ordinances, rules, and regulations in effect at the time of the subject activity or use.

e. Insurance Coverage. The District shall provide the City with proof of self insurance, and shall name the City as an additional insured to the same extent such status is required by the District of the City pursuant to Paragraph 7(b) of this Agreement.

3. *City's Obligations During Interim Period.*

a. Due Diligence. During the Interim Period, the City will undertake whatever measures it deems necessary or appropriate to facilitate a timely transfer of the Property, as contemplated herein, including completion of any due diligence investigations of the Property. During the Interim Period, if the City discovers conditions or circumstances that were not known, anticipated or foreseen at the time of execution of this Agreement that create an unreasonable risk of harm to persons or property, create unreasonable liability for the City as owner of the Property or otherwise make ownership of the Property infeasible or economically impractical (collectively "Unacceptable Conditions"), the City shall notify the District of such Unacceptable Conditions as soon as practicable, but not later than forty-five (45) days after the Effective Date of this Agreement, which forty-five day period shall hereinafter be referred to as the "Due Diligence Period." The Parties shall thereafter attempt, in good faith, to address and resolve same. The City's obligation to accept fee title to the Property shall be subject to either (1) no Unacceptable Conditions having been discovered by the City, or (2) such Unacceptable Conditions having been addressed and resolved to the satisfaction of the City. Should City fail to notify the District of any Unacceptable Conditions prior to the expiration of the Due Diligence Period, City's obligation to accept fee title shall be subject to only such conditions as are explicitly provided in this Agreement.

b. Workplan. City's initial implementation strategy for initial operations and maintenance of the Property during the Funding Period (as defined in Paragraph 7) (the "Workplan") is attached hereto as Exhibit "D". The Workplan may be amended from time to time with District's written approval.

c. Review of Contract Documents & Issuance of City Permits. Upon District's request, City shall promptly review the Plans and Specifications and construction contract documents in accordance with Paragraph 2(a)(ii). Consistent with applicable law, City shall also facilitate the timely issuance of any City permits District or its agents may require for construction of the Capital Improvements.

4. *Transfer of Title, Recordation of Covenant, and Conveyance of Conservation Easement*. No later than forty five (45) days after the date the District General Manager records, pursuant to Civil Code Section 9204, notice of completion for the last of the Capital Improvements described in Paragraph 2(a) of this Agreement, by grant deed in the form attached hereto as Exhibit "E," the District shall transfer and the City shall accept, in accordance with Public Resources Code Section 5540.6, fee title to the Property in its "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY from District and, except as incomplete or defective work has been timely identified by City pursuant to Paragraph 2(a)(v), WITH ALL FAULTS. Notwithstanding the foregoing, as to the contractors who are parties to the Construction Contracts, nothing in this Agreement shall in any way affect, limit, interfere with and/or prevent the exercise of the rights and remedies the City shall possess as a third party beneficiary under those Construction Contracts and nothing in this Agreement shall constitute or be construed as a waiver of any of those rights. The date of such transfer shall hereinafter be referred to as the "Transfer Date." Concurrently, the City shall convey to District:

a. The Deed and Agreement By and Between the City of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights in the form attached hereto as Exhibit "F" (the "Conservation Easement");

b. The Montini Open Space Preserve Recreation Conservation Covenant in the form attached hereto as Exhibit "G" (the "Recreation Conservation Covenant");

c. The Irrevocable Offer of Dedication to District from City to secure its obligations under the Recreation Conservation Covenant in the form attached hereto as Exhibit "H" (the "Irrevocable Offer of Dedication").

d. Signed original copies of an assignment from the District to the City of that certain State Coastal Conservancy Grant Agreement No. 04-108.

To effectuate these purposes, City and District agree to validly execute and then submit the above-described instruments into escrow, subject to joint escrow instructions. Escrow will be opened with Fidelity National Title. The District will pay the aforementioned title company for all reasonable escrow fees and costs, but City shall pay all premiums associated with any title insurance policy that City may elect to purchase.

5. *Property Name.* The Property shall be called and identified as the “Montini Open Space Preserve.”

6. *City’s Obligations Upon Transfer Date.* City shall assume the following obligations upon the Transfer Date and continuing thereafter.

a. Opening the Property for Public Use. No later than thirty (30) days after the Transfer Date, the City shall open and, except as is provided in the Recreation Conservation Covenant, keep open the Property for low-intensity public outdoor recreational use.

b. Management Plan. The City shall manage the property consistent with the Management Plan. Any amendments or revisions to the Management Plan shall not be effective without the prior written approval of the District’s General Manager.

c. Operation and Maintenance. The City shall operate and maintain the Property as a public park and open space preserve with low-intensity outdoor public recreation consistent with the Management Plan and Conservation Easement and Recreation Conservation Covenant. Compliance with Title II of the Americans with Disabilities Act (access to programs and facilities) shall become the responsibility of the City upon the Transfer Date.

d. CEQA & Mitigation Monitoring. The District, acting as lead agency, has prepared and approved a Mitigated Negative Declaration (sometimes referred to as the “MND”) for the Management Plan. The City, acting as a responsible agency, has approved the District’s Mitigated Negative Declaration and made findings required by CEQA Guidelines Section 15096(h). Upon the Transfer Date, the City shall be the lead agency for the performance of any ongoing mitigation and monitoring obligations set forth in the MND that were not performed (and were not required to be performed) by the District on or before the Transfer Date and additional obligations required by CEQA resulting from “projects” (as defined in CEQA) approved by the City after the Transfer Date and pertinent to the Property. Notwithstanding the foregoing to the contrary, the District shall be solely responsible for performing and completing all requirements of CEQA which were required or intended to be performed and/or completed on or before the Transfer Date and arising out of or applicable to (i) the construction of the Capital Improvements and (ii) any other approvals granted by the District prior to the Transfer Date, pertinent to the Property. The obligations described in the immediately preceding sentence shall be discharged by the District irrespective whether or when the Transfer Date occurs and should these obligations not be fully satisfied by the

Transfer Date, the District shall satisfy them as soon thereafter as is reasonably practicable, consistent with any schedule applicable to the CEQA obligation(s) in question.

e. Survival. The parties' obligations set forth in this Paragraph 6 shall survive beyond the delivery of the grant deed and transfer of title, and shall be considered perpetual, unless specifically terminated in writing by the District's Board of Directors and the City Council.

7. *District's Obligation to Construct Norrbom Road Improvements*. At some time before or after the Transfer Date, but as soon as possible, District shall install advance warning signs and pavement markings on the trail and road approaches to the trail/road intersection contemplated at upper Norrbom Road in accordance with recommendations made by W-Trans ("Intersection Warning Devices"). Without limiting the applicability of Paragraph 17, District's obligation to install the Intersection Warning Devices shall be excused to the extent any governmental authority (except District) delays or withholds issuance or renewal of any permit required to complete the work. Until such time as District installs the Intersection Warning Devices, City shall not open the trail intersection at Norrbom Road to the public and District shall have no liability for its use at any time before or after its opening. Except as the Intersection Warning Devices are not required to be installed as a condition of the transfer of the Property to the City, all other terms and conditions in this Agreement relating to the Capital Improvements shall apply to the Intersection Warning Devices.

8. *Operation and Maintenance Cost Reimbursement*. Subject to the following terms and conditions, the District shall reimburse the City for the reasonable and necessary costs incurred in operating and maintaining the Property in accordance with the Workplan for the period commencing with the Transfer Date and ending three years thereafter ("Funding Period"); provided, however, that the District's obligation to reimburse the City shall not exceed \$70,000 total.

a. Procurement Requirements. District has reviewed City's competitive procurement procedures, policies, laws and regulations and agrees they are sufficiently rigorous to satisfy District's fiduciary duties relating to the expenditure of funds hereunder. City or its agent, shall comply with City's competitive procurement procedures, policies, laws and regulations in procuring goods and services hereunder and City shall ensure that costs to be reimbursed by District do not exceed fair market value.

b. Insurance Requirements. The City shall provide the District with the insurance requirements specified in Exhibit "I," attached hereto.

c. Reimbursement of Claims. City shall complete and submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in the form attached hereto as Exhibit "J". The District will pay the claims of City within 30 days

of receipt of such claims, provided that the District's General Manager is satisfied that the claims are complete, include adequate supporting documentation and are for eligible expenses reasonably incurred in connection the City's operation and maintenance of the Property in accordance with the WorkPlan.

d. Conditions on Payment. The District shall not be obligated to disburse any funds unless and until the following conditions have been met:

- i. The Conservation Easement has been executed and recorded and City is in compliance with the terms of the Conservation Easement.
- ii. The Recreation Conservation Covenant has been executed and recorded and City is in compliance with the terms of the Recreation Conservation Covenant.
- iii. The Irrevocable Offer of Dedication has been executed by City and recorded.
- iv. The City has provided required insurance coverage as described in Paragraph 8(b) of this Agreement.
- v. The City has approved the District's update to the Management Plan pursuant to Paragraph 2(b).

e. Quarterly Reports. During the Funding Period, the City shall submit quarterly reports documenting City's implementation of the Workplan. Such quarterly reports shall be in a form acceptable to District and include:

- i. Summary of tasks accomplished including a summary of the costs associated with tasks, including volunteer patrol reports;
- ii. A description of any challenges and/or opportunities encountered within the reporting period;
- iii. Percentage of District's funds expended to date

f. Final Report. Within forty-five (45) days of submission of its final reimbursement claim, City shall submit a final report to District demonstrating that the Workplan was implemented.

9. *City's Obligations Generally*. At all times pre- and post- Transfer Date, unless a more finite period is otherwise specified, City shall comply with the following terms and conditions.

i. Prevailing Wages. City 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.*

ii. Annual Audit. City shall submit annual audited financial statements to the District by August 31st of each of the calendar years within the Funding Period. Said audits shall pertain only to the City's receipt and use of the monies paid by the District to the City pursuant to Paragraph 8.

iii. Accounting Requirements. Until the end of the fiscal year during which final payment is made to City, City shall maintain an accounting system 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, reimbursement claims, timecards, and evidence of payment;
- iii. Provides accounting data so the total costs of operations and maintenance each individual component can be readily determined.

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

10. Nondiscrimination. The parties 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.

11. Records Retention and Access.

a. Records Retention. All financial, procurement, licenses, insurance, and programmatic records related to the Property shall be maintained by the parties for no less than five (5) years after the Transfer Date.

b. Records Access. The parties shall each have access to the other party's financial, procurement, licenses, insurance, and programmatic records related to all funding

received by the City from the District pursuant to this Agreement for no less than five (5) years after the Transfer Date.

12. *District Reservation of Rights.* The District shall have the right to enter and inspect the Property upon 24-hours notice for the purposes of ensuring compliance with this Agreement.

13. *Termination.* City shall be permitted to terminate this Agreement only as permitted under Paragraph 3a. Notwithstanding the foregoing, and subject to the notice and opportunity to cure herein described, the City may terminate this Agreement in the event of an uncured material breach of this Agreement by District. The City may terminate this Agreement for District's uncured material breach only after (1) supplying District with written notice of the alleged breach, which notice shall (a) specify the acts or omissions constituting the alleged breach and the City's desired remedy and (b) offer the District a reasonable opportunity to cure the alleged breach and (2) the cure period has expired and the District has failed to cure the breach. The District may terminate this Agreement, with or without cause, at any time prior to the Transfer Date.

14. *Indemnification and Hold Harmless.* Each party ("first party") hereby agrees to defend and indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees (collectively "Liabilities"), resulting from any breach of this Agreement by such first party and/or from the first party's performance under this Agreement; provided, however, this indemnification shall not cover nor include the active or gross negligence of the other party nor the willful misconduct of the other party; and provided further, that District shall defend and indemnify the City and hold the City harmless from any claims brought by District's immediate predecessors-in-interest (and from any resulting Liabilities) arising out of the alleged breach of Paragraph 14(a) of that certain purchase agreement between the District and said predecessors-in-interest dated July 6, 2005. This paragraph shall survive beyond the delivery of the grant deed and transfer of title for a period of three (3) years, or, if title is not transferred pursuant to this Agreement, beyond any termination of this Agreement for a period of three (3) years. Notwithstanding the foregoing, and except to the extent Capital Improvements are determined by an arbitrator to be incomplete as of the Transfer Date pursuant to Paragraph 2(a)(v), and consistent with the intent of the parties that the City shall accept fee title to the Property in "AS IS" condition, with all faults, and without representation or warranty from District, the District shall have no liability under this Paragraph 14 or otherwise for any claims, demands, liabilities, costs, expenses, penalties, damages, losses and attorneys fees arising out of or relating to the condition of the Property or the Capital Improvements at any time after the Transfer Date. Notwithstanding the foregoing, as to the contractors who are parties to the Construction Contracts, nothing in this Agreement shall in any way affect, limit, interfere with and/or prevent the exercise of the rights and remedies the City shall possess as a third party



18. *Miscellaneous Provisions.*

a. Definition of “Days”. Whenever the term “day” or “days” is used in this Agreement, it shall be construed to refer to a calendar day or calendar days unless otherwise specified.

b. No Waiver of Breach. The waiver by the District or by the City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

c. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The City and the District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. The City and the District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

d. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed

e. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

f. Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

g. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

APPROVED:

SONOMA COUNTY AGRICULTURAL  
PRESERVATION AND OPEN SPACE  
DISTRICT

\_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED:

THE CITY OF SONOMA

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibits (which are attached hereto and incorporated by this reference):**

A: Legal Description

B: Management Plan

C: Scope of Work for Capital Improvements

D: District-approved Workplan

E: Form of Grant Deed

F: Form of Conservation Easement to Be Executed

G: Form of Recreation Conservation Covenant to Be Executed

H: Form of Irrevocable Offer of Dedication to be Executed

I: Insurance Requirements

J: Form of Reimbursement Claim

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SONOMA (TRACTS ONE AND TWO) AND IN AN UNINCORPORATED AREA (TRACTS THREE AND FOUR), COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Tract One:

All that real property situated in the City of Sonoma, County of Sonoma, State of California, being a port of Lot 7 and Lot 9 as shown on that certain Map entitled "Map of the Subdivision of the Haraszthy Tract Sonoma, Sonoma County, Cal.," filed on May 21, 1896 in Book 11 of Maps, Page 10, Sonoma County Records, more particularly described as follows:

Beginning at the 1/2 inch iron pipe, which marks the Northeast corner of Lot 5 of Haraszthy Tract as she on that certain Map entitled "Map of Marian Estates, a Subdivision of the lands of Dale Wheeler, et al," filed on June 25, 1980 in Book 308 of Maps at Pages 17-18, Sonoma County Records; thence running along the Eastern line of said Lot 7, North 07° 34' 20" East 298.37 feet to a point on said Eastern line, said point also being the true point of beginning; thence continuing along said Eastern line of Lot 7 and the Eastern line of said Lot 9, North 07° 34' 20" East 570.78 feet to the Northeast corner of said Lot 9; thence along North line of said Lot 9, North 82° 37' 14" West 701.58 feet to a point of the Eastern line of that land as described in Grant Deed to the City of Sonoma filed under Document No. 1983-033616, Sonoma County Records; thence along said Eastern line, South 06° 55' 38" West 569.47 feet to a point on said Eastern line; thence leaving said point, South 82° 30' 40" East 695.16 feet to the true point of beginning.

Said parcel is described pursuant to a Certificate of Compliance and Lot Line Adjustment Application approved by the City of Sonoma with a Certificate of Approval recorded November 30, 2004, under Document No. 2004-178958, Sonoma County Records.

APN: 018-011-017

Tract Two:

Lots Numbered 313, 314, 315, 316, 317, 318, 323, 324, 325, 326, 327, 328, 341, 342, 343, 344, 345 346, 351, 352, 353, 354, 355, 356, 369, 370, 371, 372, 373, 374, 379, 380, 381, 382, 387, 388, 8, 9, 10, 11, 12, 29 and 30, together with that portion of third Street West lying between the Northerly line of Vallejo or Spain Street and the Southerly line of Alpes Street; that portion of Second Street West lying between the Northerly line of Ray or Turkey Street and the Southerly line of Alpes Street and those certain portions of Lyon or Brazil Street, Mccracken or Portugal Street and Ray or Turkey Street lying between the Easterly line of fourth Street West and the Westerly line of Salvadore or First Street West; all as said lots and Streets are delineated and so designated upon the Map of the Pueblo of Sonoma, Sonoma County, State of California.

Saving and Excepting therefrom, however, the following:

1. That portion thereof described in the Deed from M.G. Vallejo, et ux, to Willia Still, dated May 11, 1881 and recorded May 13, 1881, in Liber 73 of Deeds, Page 556, Sonoma County Records.
2. That portion thereof described in the deed from M.G. Vallejo, et ux, to Angelo Caminata, dated December 28, 1885 and recorded January 5, 1886, in Liber 99 of Deeds, Page 16, Sonoma County Records.
3. That portion thereof described in the deed from M.G. Vallejo, et ux, to Pietro Bacala, et al, dated august 19, 1889 and recorded August 21, 1889, in Liber 121 of Deeds, Page 496, Sonoma County Records.
4. That portion thereof described in the Deed from M.G. Vallejo. et ux, to Giovanni Minoggio, et al, dated October 1, 1889 and recorded October 2, 1889, in Liber 122 of Deeds, Page 165, Sonoma County Records.
5. That portion thereof conveyed by M.G. Vallejo, et ux, to San Francisco and North Pacific Railway Company, for railroad purposes, by deed dated December 30, 1889, and recorded January 16, 1890, in Liber 124 of Deeds, Page 88, Sonoma County Records.

6. That portion thereof conveyed by M.G. Vallejo, et ux, to Sonoma and Santa Rosa Railroad Company, for right of way purposes by deed dated December 23, 1881 and recorded March 10, 1890, in Liber 125 of Deeds, Page 276, Sonoma County Records.
7. That portion thereof described in the Deed from Louisa V. De Emparan, et al, to Giacomo Mazza, dated January 11, 1902 and recorded January 24, 1902, in Liber 197 of Deeds, Page 37, Sonoma County Records.
8. That portion thereof described in the Deed from Luisa V. De Emparan, et al, to Enrico Eraldi, et ux, dated December 26, 1903 and recorded February 1, 1904, in Liber 208 of Deeds, Page 580, Sonoma County Records.
9. That portion thereof described in the deed from Luisa V. De Emparan, et al, to Patrick Mcauliffe, dated July 31, 1907 and recorded August 5, 1907, in Liber 237 of Deeds, Page 357, Sonoma County Records.
10. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Benigno Marmorì, dated September 17, 1908 and recorded December 31, 1908, in Liber 252 of Deeds, Page 267, Sonoma County Records.
11. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Francesco Conevari, dated November 10, 1908 and recorded November 20, 1908, in Liber 252 of Deeds, Page 66, Sonoma County Records.
12. That portion thereof described in the deed from Luisa V. Emparan, a widow, and Maria V. Cutter, a widow, also known as and called Luisa V. De Emparan and Maria V. De cutter, to Sonoma Water & Irrigation Co., a corporation, dated November 1, 1925 and recorded December 22, 1925, in Liber 127 of Official Records of Sonoma County, Page 272.
13. That portion thereof described in the Deeds from Leo Harry Cutter, et al, and Louisa V. De Emparan, to State of California, dated April 10, 1933 and May 31, 1933, respectively, and recorded June 7, 1933, in Liber 341 of Official Records of Sonoma County, Pages 179 and 180.
14. That portion thereof conveyed by M.G. Vallejo, et ux, to Henry Weyl, dated April 1, 1887 and recorded April 1, 1887, in Book 103 of Deeds, Page 584, Sonoma County Records.
15. That portion thereof conveyed by William Montini, et ux, to Francis Montini Buratto, dated March 7, 1951 and recorded March 12, 1951, in Book 1033 Official Records, Page 375, Sonoma County Records.
16. That portion thereof described in the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610, Sonoma County Records.
17. That portion thereof conveyed by Annie Montini to the City of Sonoma by Deed, dated April 21, 1977, in Book 3224, Page 451, Sonoma County Records.
18. That portion thereof conveyed by Annie Montini to the Sonoma County Water Agency by deed dated January 17, 1992, Series Number 1992 0026694, Sonoma County Records.
19. That portion lying North of the Southerly line of Alpes Street as shown on the Map of the Pueblo of Sonoma.
20. That portion lying West of Third Street West and South of Lyon Street as shown on the Map of the Pueblo of Sonoma.
21. Those portions lying Westerly and Southerly of the Northerly boundary lines of the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610 and in the grant deed to the City of Sonoma by Deed recorded April 28, 1977, in Book 3224, Page 451, Sonoma County Records.
22. That portion thereof conveyed to Graham Bennett in deed recorded November 11, 2005, as Instrument No. 2005 0169858, Sonoma County Records.

APN's: 018-021-006, 018-031-003 & 018-071-007

Tract Three:

A portion of Parcel Four of the lands of Montini as described by Deed record under Document No. 1998-0157630, more particularly described as follows:

Beginning at the Northeasterly corner of Lot No. 313, as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff, per Record of Survey filed in Book 594 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tag LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a se 1/2" iron pipe tagged LS 5092; thence South 61° 46' 1/2" West, 94.67 feet to set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet; thence South 6° 34' 55" West, 1053.87 feet to the Northerly line of Lot 315 as delineated on said Map; thence South 82° 59' 23" East, 680.90 feet along the Northerly line of Lots 315, 314 and 313 as delineated on said Map, to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100, ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA#04-0085, on file in the Office of the Sonoma County Permit and Resource Management Department. It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-105

Tract Four:

A portion of Parcel Four of the lands of Montini as described by deed Records under Document No. 1998-0157630, more particularly described as follows:

Commencing at the Northeasterly corner of Lot No. 313 as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff per Record of Survey filed in Book 549 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a set 1/2" iron pipe tagged LS 5092; thence South 61° 46' 12" West, 94.67 feet to a set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet the true point of beginning; thence South 75° 55' 36" West, 37.05 feet, to set 1/2" iron pipe tagged LS 5092; thence South 75° 59' 23" West, 38.95 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 77° 24' 10" West, 43.32 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 10° 23' 58" East, 264.63 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 71° 21' 47" West, 82.08 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 42° 25" West, 118.20 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 47" West, 59.14 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 3° 19' 21" East, 170.66 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 46° 46' 03" West, 95.58 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 25° 48' 00" West, 113.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 61° 57' 52" West, 347.76 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 87° 18' 02" West, 106.23 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 74° 48' 25" West, 96.85 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 75° 08' 52" West, 124.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 7° 36' 40" West, 314.46 feet, to set 1/2" iron pipe tagged LS 5092; thence North 82° 23' 20" West, 143.00 fee to a set 1/2" iron pipe tagged LS 5092 and a point on an agreed boundary line file under Document No. 2005-116365, Sonoma County Records; thence the following courses along said line: South 7° 36' 40" West, 225.00 feet, to a set 1/2" iron pipe tagged LS 5092, South 81° 30' 00" East, 38.28 feet, to a set 1/2" iron pip tagged LS 5092, South 8° 11' 00" West, 1137.59 feet, to a set 1/2" iron pipe tagged LS 5092, South 7° 35' 54" West, 27.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 82° 59' 23" East, 1239.47 feet along the Northerly line of Lots 318, 317, 316 and 316 as delineated on said Map, to a point which bears South 6° 34' 55" West, 1053.87 feet from the point of beginning; thence North 6° 34'

55" East, 1053.87 feet to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by Deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100 ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA # 04-0085 on file in Office of the Sonoma County Permit and Resource Management Department, It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-106

EXHIBIT B  
(Management Plan)



the SONOMA COUNTY AGRICULTURAL PRESERVATION and OPEN SPACE DISTRICT

# *Montini Open Space Preserve*

NOVEMBER 2008

MANAGEMENT PLAN AND INITIAL STUDY



[www.sonomaopenspace.org](http://www.sonomaopenspace.org)

# Montini

## Open Space Preserve

*Draft*

### Management Plan and Initial Study

#### Vision Statement

“The Preserve will be an oak woodland and grassland that supports high quality habitat for a diversity of native Sonoma County wildlife and plants. The Preserve will support opportunities for research and will be a showcase for appropriate management of oaks and grasslands for the Sonoma Valley.

The gentle trails, rolling grasslands and oak woodlands, spring wildflowers, and spectacular views of the Sonoma Valley and San Pablo Bay will attract visitors who enjoy and appreciate the natural setting of Sonoma County. The public will have clear and easy access to the Preserve with minimal impacts to wildlife habitat. The Preserve will provide opportunities for persons with physical disabilities to enjoy the Preserve.

Partners will collaborate to provide a wide range of management, interpretive and environmental education programs. The Preserve will provide trail linkages, connecting the adjacent overlook trail with the regional bike trail and the Vallejo Home State Historic Park. The local community and visitors will enthusiastically identify and promote the Preserve as a regional and statewide tourist destination that contributes to economic development and enhances the quality of life in Sonoma.”

Sonoma County Agricultural Preservation and Open Space District  
747 Mendocino Avenue, Suite 100  
Santa Rosa, California 95401

November 2008



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**Section 1**  
**Project Information/Management Plan**



# Summary Project Description

## *Introduction*

The District has provided this summary of the Montini Open Space Preserve Management Plan (plan) to describe District actions that are most likely to affect the environment.

The proposed project is a management plan for the Montini Open Space Preserve (Preserve), with the Sonoma County Agricultural Preservation and Open Space District (District) the California Environmental Quality Act (CEQA) lead agency for the proposed project. This document has been prepared by District staff. The document is intended to provide a description of the proposed project and of the potential environmental impacts associated with the construction, operation, and maintenance of the proposed project for decision-makers, responsible and trustee agencies under CEQA, and the public. For more information, please see the full management plan, of which this project summary and initial study are appendices.

This Initial Study has been prepared in compliance with CEQA, and the State CEQA Guidelines. The District retained three consultants to complete studies to assist in the completion of this management plan and Initial Study.

1. Botanical Study
2. Cultural Resources Study
3. Traffic Study

## *Project Location*

The Montini Open Space Preserve consists of 98 acres, including a 9-acre portion of a parcel located within the city limits of Sonoma, a 26-acre site, also situated in the city limits, and a hillside area of about 63 acres located in the unincorporated county. The Preserve is bounded on the east by 1<sup>st</sup> St. West, to the west by 5<sup>th</sup> St. West, to the north by property retained by the Montini family and to the South by Sonoma State Historic Park and the Field of Dreams ballpark (figure 1).

## *Project Purpose*

The purpose of the management plan is to provide a framework for how the District will manage the Preserve's natural and cultural resources and visitor services. The plan provides for opening the Preserve for public use beyond the periodic guided tours currently offered. In addition, the plan provides recreational access for disabled individuals.

## *Projected Park Visitors*

The projections are considered by season and are based on observations of other similar facilities. Observations of the numbers of cars in the trailhead parking lot for the Sonoma Overlook Trail are multiplied by estimated turnover of vehicles and estimated number of visitors per vehicle to calculate the projections. The average annual number of Preserve visitors expected

during the next ten years is listed in Table 1, below.

*Development Schedule*

Improvements for the plan will be completed throughout the life of the plan and will be phased based on available funding. Maintenance and

resource enhancement activities will be ongoing. It is expected that the programs and special events described in this Initial Study will evolve and be modified through the plan implementation phase.

*Table 1. Estimated visitors to the Montini Open Space Preserve*

Daily number of visits	People per car	Cars per day	Total annual visitation
May – June 15, Sept – Oct 15, Sat – Sun			
55	2.2	25	1,430 (26 days total)
May, Sept Mon – Fri			
14.4	1.8	8	936 (65 days total)
April, June – Aug, Oct – Nov			
8.4	1.2	7	1,285 (153 days total)
Dec – Mar			
6	1.2	5	726(121 days total)
Annual total			4,377

*Public Access*

Public access will be focused on the Montini Open Space Preserve trailheads (Figure 2). The Preserve fronts only two streets, Norrbom Road/1st St West and 5th St. West. Access is concentrated on those two areas.

*Grassland Management*

The District will manage grasslands so that weeds are minimized and native plants are maximized to the

extent possible. The District will explore specific prescriptions for using cattle, goat, and other livestock grazing, as applicable, as a means of weed control, monitor the Preserve each spring for noxious weeds such as purple and yellow starthistle and Harding grass, and implement control efforts if necessary.

The District will conduct an experimental restoration of native grass species on the Preserve by developing site-specific native grassland restoration plans; locating onsite seed sources where possible and having the seeds grown; using herbicide (glyphosate, 2, 4-D, transline), mechanical (mowing, grazing, string trimming, and heating) and biological control, and hand removal for two seasons before establishing native grasses; and controlling broadleaf and other perennial invasive plants on newly restored areas if necessary.



## *Summary Project Description*

### *Erosion Control*

The District will address erosion problems on the ranch road leading from the water tanks east towards 5th St. West and the erosion on the ranch road leading north from the water tanks by rerouting or removing the roads to be less erodible, removing the fencing that concentrates cow movement to the area uphill of the eroding ranch road, restoring eroded areas by grading rilled areas, using biotechnical measures such as coir materials (coconut fiber erosion and sediment control products), if necessary, and planting only native plant materials.

### *Resource Protection*

The District will protect natural resources from excessive impacts from the public such as litter, illegal camping, etc. while providing for public enjoyment. The District will work with local law enforcement officials to patrol the Preserve once per week, continue the volunteer patrol, maintain a District presence on the Preserve with regular visits to the Preserve, and prohibit smoking and all other nonvehicular sources of combustion. In addition, the District will educate the public on personal stewardship of the Preserve, emphasizing fire danger and the harm caused by littering, off-trail hiking, and smoking using visitor contacts, bulletin board materials, handouts, and interpretive programs. The District will sign the Preserve as a pack in/pack out area for trash, organize periodic volunteer trash pick up days, sign that the Preserve hours are sunrise to sunset, and enforce the nighttime closure by patrolling and ticketing violators. Allowable public uses at the Preserve will be hiking, nature observation and photography, interpretation, stewardship, and

environmental education. Other public uses could be evaluated using a compatibility determination.

### *Oak Woodland Management*

The District will manage oak woodland habitats to promote the natural oak woodland habitat species composition and age structure. The District will remove unnecessary ranch roads and restore them to natural conditions, plant native woody vegetation on the 9-acre parcel on 5th St. West if appropriate conditions exist, work with a contractor to grow plant materials to be used on the Preserve using seeds and cuttings collected on-site, where possible. All plantings will be native to the site.

In addition, the District will continue to work with others to decrease the risk of sudden oak death (SOD) on the Montini Preserve and in Sonoma County. The District will monitor susceptible tree species for evidence of SOD on the Preserve annually. If potentially infected trees are found, leaf samples from adjacent bay trees will be sent to the County Agricultural Commissioner's office for testing. The District will also develop interpretive materials to help visitors recognize SOD and understand how SOD is spread, encourage visitors to stay on the trail as a means of preventing the spread of SOD, limit the number of trails through the Preserve, and meet with researchers to identify appropriate research projects on the Preserve. If infected trees are found, they will be treated with phosphonate and partial or complete removal of infected adjacent bay trees.

### *Wildlife Movement*

Currently, wildlife movement through the Preserve is limited by barriers within the Preserve. The District will take the following steps

to ameliorate this condition:

- Inventory existing fencing and remove unnecessary fencing within the Preserve.
- Route trails so that there is a large portion of the Preserve that is undisturbed, particularly shaded grassy areas favored for fawn beds.
- Investigate exterior fencing and gates that would keep cattle in the Preserve while allowing wildlife to move out of the Preserve (wildlife friendly cattle fencing).
- Protect nesting sites of important birds such as pileated woodpeckers and great-horned owls by keeping nesting sites safe from disturbance by rerouting trails or implementing seasonal trail closures, if necessary.

#### *Public Use*

The Preserve's public use program will primarily consist of a trail system, trailheads, and signs.

- Construct and maintain trails (Figure 5) in accordance with the prescriptions in the trail log (Appendix E).
- Construct a parking lot for 2 disabled access vans off 5th St. West.
- Work with the city to establish a disabled accessible connection from the city's ballfield parking lot to the Montini Preserve trailhead.
- Install self-closing gates at trailheads (Agate 1983).
- Construct an information kiosk at the Norrbom Road and 5th St. West trailheads with a bulletin board for general preserve information. Kiosk designs should be compatible with

the Sonoma Overlook Trail kiosk and State Parks kiosks.

- Link the trail on the Preserve to the Sonoma Overlook Trail via the Rattlesnake Cutoff spur.
- Construct a fence bisecting the southwestern 9-acre parcel to separate livestock from hikers.
- Install directional trail signs.
- Install bike parking racks at the 5<sup>th</sup> St. West and Norrbom Road trailheads.
- Protect the narrow-anthered brodiaea and Franciscan onion with barriers.
- Monitor populations of the narrow-anthered brodiaea and Franciscan onion annually to monitor their reaction to the trail.

#### *Access*

The District will facilitate two safe trail crossings across Norrbom Road by implementing the recommendations from the W-Trans report on crossing Norrbom Road and will consider installation of a vehicular speed measuring device on Norrbom Road. In addition, the District will construct a trailhead at the Field of Dreams/Police Station and using existing parking for the Field of Dreams/Police Station. The District will also construct a trailhead at 5th St. West (Western Spur) an access road would be located at the 3-way stop sign at the corner of 5<sup>th</sup> St. West and Verano Blvd. The road would lead to a parking lot for 2 disabled vehicles.

#### *Environmental Education*

The District plans to have 7 classes of schoolchildren using the Montini Preserve for environmental education annually.

## *Summary Project Description*

### *Interpretation*

The District's public education program will include a kiosk at the Norrbom Road trailhead and at the 5th St. West Trailhead, an interpretive trail, plant identification labels, and guided tours.

### *Benches*

The District will allow donations of three benches at several viewpoints, at the entrance kiosk and at the quarry site. Interpretive panels will be placed near the benches.



# Chapter 1. Introduction

## Preserve Overview

The Montini Open Space Preserve (Preserve) was established in December 2005. The District protected the Preserve because of its scenic prominence, its historic role in the history of California, its proximity to the Vallejo Home State Historic Park, and its ability to provide a pleasant and strikingly scenic hike within a short distance of Sonoma's historic Plaza.

The Preserve was purchased by General Vallejo and was used for grazing and rock (basalt) extraction until 1934. In 1934, the Montini family acquired the property from General Vallejo's heirs and the property was used from that time until the Preserve was established for grazing.

## Setting

The Preserve is located on one of the hills just north of the historic Sonoma Plaza in the city of Sonoma. The Preserve consists of rolling grasslands and open oak woodland with large rock outcroppings scattered throughout.

The city of Sonoma is located at the southern end of the scenic Sonoma Valley. The valley is roughly bisected by Sonoma Creek, which eventually flows into the San Pablo Bay. The valley contains a variety of plant communities with primarily coastal affinities as well as valuable wildlife, including salmon, steelhead, and a variety of birds. The varied plant communities in the Sonoma Valley include redwood forests, chaparral, grasslands, oak woodlands, and mixed evergreen forest. Slopes of wildflowers abound in spring. Birds, including a wide variety of raptors, waterfowl, shorebirds, and migrating birds can also be found in great abundance in the valley, especially in the estuary.

The Montini Open Space Preserve is the most significant greenbelt property bordering the city of Sonoma, and has been identified as a priority for conservation since the District's inception in 1990. Protection of the Preserve's oak covered hillsides and pasturelands will ensure that the scenic vista remains much as it was in General Vallejo's day. The Preserve is located



*Montini Open Space Preserve*



*Hikers enjoying the first District Montini Open Space Preserve Hike.*

adjacent to a community that is a major tourist destination in part because of its pastoral character and scenic beauty. According to the Sonoma Valley Visitors Bureau, 100,000 visitors signed the log at its welcome center in the Sonoma Plaza in 2004. The Bureau estimates that the actual number of visitors is 3 to 4 times that number.

Visitors to the Preserve can see sweeping views of San Francisco and San Pablo Bays from various locations on the Preserve hillside.

### **Land Ownership**

The Montini Open Space Preserve consists of 98 acres, including a 9-acre portion of a parcel located in the city of Sonoma, a 26-acre site, also situated in the City, and a hillside area of about 63 acres located in the unincorporated county. The District concurrently acquired a conservation easement over 53 hillside acres on an adjacent parcel of land from the Montini family (Figure 1. Regional Map). This management plan does not apply to the conservation easement.

The 9-acre portion of the urban residential parcel was acquired in fee and will eventually be transferred to the city of Sonoma for passive recreational use. The 26-acre site adjacent to the Sonoma State Historic Park and 63 acres within the unincorporated County, directly to the north of the 26-acre site were acquired in fee for eventual transfer to State Parks. Bill Montini retains a five-year grazing lease on all of the Property that was acquired in fee by the District.

A number of other entities hold easements over the Preserve including:

- An easement for a pipeline, waterline facilities, fixtures, and all appurtenances in favor of the city of Sonoma over a portion of the eastern portion of the Preserve.
- An easement for a road and public utility granted to Sonoma County along a strip along the easterly boundary.
- A 20-foot-wide easement for a pole line and appurtenances for conveyance of electricity and telecommunications along the northerly portion of the Preserve granted to a private party.
- An easement for underground water pipelines and all facilities, fixtures, and appurtenances to the Sonoma County flood Control and Water Conservation District on the portion of the Preserve adjacent to the State Historic Park and the Montini Ranch residential development.



- An easement for construction, grading, operation, and maintenance of storm drainage and flood control facilities on the southerly 50 feet of the parcel to the city of Sonoma.
- An easement granted to a private party in the southeast corner of the Preserve.

### Preserve Purpose

The purpose of the acquisition is to preserve and protect the open space, natural, and scenic values of the Preserve, and to prevent any uses of the Preserve that will significantly impair or interfere with those values. The Preserve is visible from much of the city of Sonoma and serves as an important backdrop contributing to the community identity Sonoma. The Preserve also has a significant amount of oak woodland that serves as habitat for important plant and animal species integral to preserving the natural heritage of Sonoma County. Accordingly, the Preserve protects the City's scenic values including the pastoral view of the Preserve from surrounding and nearby public lands, and the Preserve's existing natural resources including the oak woodland, grasslands, and other important habitats.

In addition, the Preserve will expand public recreational access, ranging from viewpoints high on the Preserve to meadows along Fifth Street West. The recreational opportunities created by this project will benefit the many residents and visitors who will be able to walk a few city blocks to the Preserve from the Sonoma Plaza.

Maintaining the scenic vista that forms the backdrop for Sonoma is critical for the city of Sonoma and

contributes to the quality of life for city residents and citizens of Sonoma County. Conservation of the Preserve will enhance the experience of the Sonoma State Historic Park for the more than 65,000 visitors annually by maintaining the historic feel of the hillside backdrop, and further by providing for expansion of existing State Park and city trails. To the east is the Sonoma Overlook trail, which could eventually extend onto the fee portion of the Preserve. This city trail linkage and trail connections from the State Park to the Preserve could eventually enable a pedestrian starting in the downtown Sonoma Plaza to walk up through the State Park, or around to the trail on the east side, to meadows and through oak woodlands on the Preserve.

### Purpose and Need for the Plan

The District prepared this management plan to guide natural resource management, including public use, on the Preserve for the next 10 years. The plan is flexible; it will be revised periodically to ensure that its goals, objectives, implementation strategies, and timetables are still appropriate. Major revisions, if needed, will require public involvement and CEQA review.

### General and Other Plans

The Preserve was identified in the District's Acquisition Plan 2000 under the Greenbelt category of the plan. The Preserve also falls within the priority oak woodland of the Natural Resource category.

The Preserve meets several goals of the 1989 Sonoma County General Plan. The District's protection will maintain the rural character of the hillside, and will ensure that the scenic woodlands and meadows are protected in perpetuity. The low-intensity public outdoor recreational

use is consistent with protection of the Preserve's open space values within the scenic viewshed. The Preserve was identified by the draft Sonoma County General Plan as being in Sonoma Valley Planning Area (Planning Area 9). A portion of the hillside was designated as part of a scenic landscape unit (Sonoma County 2006). In the city of Sonoma General Plan as the Preserve is identified as Sonoma residential on the 26-acre parcel north of Montini Ranch and Hillside (1 DU per/10 acres maximum), Hillside Backdrop, and Open Space on the remainder of the Preserve within the Sonoma city limit (City of Sonoma 1995).

### **Existing Partnerships**

The District's partners for the acquisition of the Preserve included the California Coastal Commission and the city of Sonoma. California State Parks will also play a key role in the Preserve's future as the eventual owner of most of the property.

In addition to the agency partners, two nongovernmental partners were very supportive of the protection of the Montini Preserve, the Sonoma Overlook Trail Committee and the Sonoma Ecology Center.

### **Related Projects and Studies in the Area**

#### *Easement*

The District purchased a conservation easement over 53 acres of the Montini family's property in 2005 to protect the rural and scenic character of the hillside. The conservation easement allows for continued grazing of Montini family's lands, and construction of one single-family residence within a designated building envelope. This easement will protect the oak woodland and other important

resources on the property, adjacent to the Preserve.

#### *Sonoma State Historic Park*

Sonoma State Historic Park is a series of historic attractions within the Sonoma community. The Vallejo home site of Sonoma SHP is located south of the Montini Preserve. Visitor activities include tours of the historic sites, displays and exhibits, picnicking, bike trails, and a visitor center.

#### *Sonoma Overlook Trail*

A group of citizens worked to protect the city of Sonoma's Mountain Cemetery. Through the grassroots efforts of this group the Sonoma Overlook Trail was constructed, largely using volunteers. The trail and Mountain Cemetery is located east of the Preserve across Norrbom Road. Volunteer docents occasionally lead tours on the trail. The trailhead to the gentle but hilly, two mile trail is within walking distance from the plaza in Sonoma. The trail makes its way through meadows, soap-root, buckeye, and manzanita and across a babbling brook to a breathtaking view of Sonoma. This well-maintained trail is open all year round from dawn to dusk.

#### *Sonoma Aqueduct Cathodic Protection Upgrade Project*

The Water Agency will replace an anode within an underground drinking water pipeline. The anode extends the life of a pipeline by controlling erosion. The anode station would consist of an anode placed in a 150-foot to 250-foot deep well, a rectifier to power the anode, and connecting power lines. The anode itself would be housed in a concrete box, flush with ground level and the rectifier would be housed in a steel box, placed next to an existing steel box near the

intersection of Verano Rd. and 5<sup>th</sup> St. West. The Water Agency would also construct a gate on the Preserve near the intersection which would then be used by the District to access the proposed gravel parking lot.

## Chapter 2. Planning Process

### Description of the Planning Process

Key steps in the planning process include:

- Gathering information;
- Initiating public involvement;
- Analyzing resource relationships;
- Identifying issues and developing vision and goals;
- Developing the plan and assessing environmental effects;
- Publishing the draft management plan and CEQA document;
- Documenting public comments on the draft plan;
- Revising the draft plan and preparing the final plan;
- Implementing the plan.

The plan may be amended at any time, as necessary, under an adaptive management strategy (the process of implementing policy decisions using scientifically driven experiments that test predictions and assumptions about management plans, and using the resulting information to improve management strategies). Public involvement and CEQA (Section 2) review will be required if major revisions are needed. For more about plan revision, please see Chapter 6.

### The Montini Open Space Preserve

The District purchased the Montini Preserve in December 2005. The

District held a Dedication for the Preserve in February 2006. The invitation to the Dedication was distributed to about 3,000 residents of the city of Sonoma and included information about a public workshop. Several press releases to Sonoma Valley publications were sent out describing the workshop.



*District General Manager, Andrea Mackenzie at the Preserve Dedication*

In June 2007, the District held another public workshop to present the preliminary draft management plan. The invitation to the workshop was distributed to about 350 residents of Sonoma County, adjacent landowners, and others who had expressed interest in the Preserve. The District sent a press release to Sonoma Valley publications describing this second workshop.

This draft plan and Initial Study/Negative Declaration is being distributed to District partners, adjacent landowners, government agencies, local jurisdictions, community groups, and private citizens. The public has 30 days from its release to provide comments. The draft plan and CEQA documentation can also be viewed at the following Internet site:

<http://www.sonomaopenspace.org>

### **Issues Identified by the Public**

Issues, concerns, and opportunities were identified through the first public workshop, and discussions with other District staff and other key contacts. Comments were received orally (Appendix A).

The District held a public workshop on March 8, 2006 in Sonoma at the Sonoma Fire House Training room. About 30 people attended. Issues identified by the public pertained primarily to access and recreation. Several individuals said that they would like to have the trail constructed quickly without delays and that the construction should be kept simple and inexpensive. An adjacent landowner expressed a concern about the proximity of hikers to his private residence. One individual expressed that it would be nice for residents and visitors to be able to walk the trails. The District received one comment by mail. The sender expressed a desire to hike on a trail that is accessible from downtown Sonoma.

The District held an additional public workshop on June 27, 2007 in Burlingame Hall of the First Congregational Church in Sonoma. About 30 people attended. Issues identified by the public pertained primarily to trails and parking. Some individuals of the adjacent subdivision did not want hikers so close to their residences. Other individual felt that the proposed trail spur to 5th St. West provided good access to the west side of town. Several individuals said that the 9-acre parcel adjacent to the Montini Ranch subdivision should not have a trail, public use, or anything, that the parcel should be visual only. Others expressed that crossing Norrbom Road is unsafe. The District also received similar comments by mail and email.

Subsequent to the June 2007 workshop, District staff met numerous times with various members of the community. Subsequent comments included that a disabled trail should not be constructed in the 9-acre parcel because it would displace the cows. Others noted that cows and wheelchairs are safely accommodated on other trails in the San Francisco Bay Area and that the District was planning to maintain the cows in the area currently under a grazing regime.

A mediator was retained by the District to assist in developing a consensus agreement on the disabled trail alignment through the District's 9-acre parcel.

### **Issues Identified Other Agencies**

Initially the trail was designed to pass south of the Water Agency's and City's water tanks and onto State Parks' property for a distance of 500 feet. After further consideration, State Parks rejected that portion of the trail alignment. The trail was subsequently rerouted north of the water tanks onto District-owned property.

### **Internal Issues**

Internally, the District identified the desire to design and construct trails to be as sustainable as possible. The District also has an interest in resource management, including oak regeneration, preventing the spread of sudden oak death, and in discouraging nonnative invasive weeds, while encouraging native plant species. Lastly, discouraging illegal camping, protecting historic resources, and protecting wildlife populations were also identified as priorities.

## Chapter 3. Preserve Resources

### Geographic/Ecosystem Setting

There are various systems of identifying ecosystems in California. The US Environmental Protection Agency (USEPA) system classifies the Preserve as being within the southern and central California chaparral and oak woodlands ecoregion (USEPA no date). The primary distinguishing characteristic of this ecoregion is its Mediterranean climate of hot dry summers and cool moist winters, and associated vegetative cover comprising mainly chaparral and oak woodlands; grasslands occur in some lower elevations and patches of pine are found at higher elevations. Most of the region consists of open low mountains or foothills, but there are areas of irregular plains in the south and near the border of the adjacent Central California Valley Ecoregion. Domestic livestock grazes much of this region; very little land has been cultivated.

Partners in Flight, a consortium of agencies and nongovernmental organizations, classifies the Montini Preserve as being within the Central and Southern California Coast and Valleys (US Bureau of Reclamation no date). Designed to be a tool for environmental resource management, ecoregions denote areas within which ecosystems (and

the type, quality, and quantity of environmental resources) are generally similar. The approach uses the premise that ecoregions can be identified through the analysis of the patterns and the composition of biotic and abiotic phenomena that affect or reflect differences in ecosystem quality and integrity (Wiken 1986; Omernik 1987, 1995). These phenomena include geology, physiography, vegetation, climate, soils, land use, wildlife, and hydrology. The relative importance of each characteristic varies from one ecological region to another regardless of the hierarchical level.

For a description of the Preserve's local setting, please see Chapter 1.

### Physical Environment

#### *Topography*

The Preserve is on a hillside and consists of a series of small forested ridges alternating with sloping grasslands. Elevations range from about 120 feet to about 500 feet above sea level.

#### *Hydrology*

Two small ephemeral drainages flow southeast between ridges on the Preserve. Both drainages typically flow for a short period of time



*Montini Open Space Preserve Hillside*

following heavy rainfall and were found flowing in March and April 2006. In addition, two drainage ditches can be found on the Preserve, one along Norrbom Road and another along the North side of the Water Agency's paved access road. The remnants of a small earthen dam were found on the eastern part of the Preserve. It does not currently retain water.

#### *Soils/geology*

Figure 2 shows soils on the Preserve as mapped by the Natural Resource Conservation Service. Most of the Preserve is mapped as Goulding-Toomes complex, 9 – 50 percent slopes. These soils are quite rocky with shallow soils, where water does not accumulate on the surface, nor is it well retained by the soil during the dry season. Active erosion areas are limited to small areas in and on the banks of the easternmost drainage, north of the Water Agency tanks where cattle converge to eat green wetland vegetation and along the ranch roads leading west and north from the water tanks.

The southeastern portion of the Preserve, consisting of most of the open field south of the Water Agency's paved road is Red Hill clay loam, 2 – 15 percent slopes, RhD. These soils are moderately well-drained and have a predominately

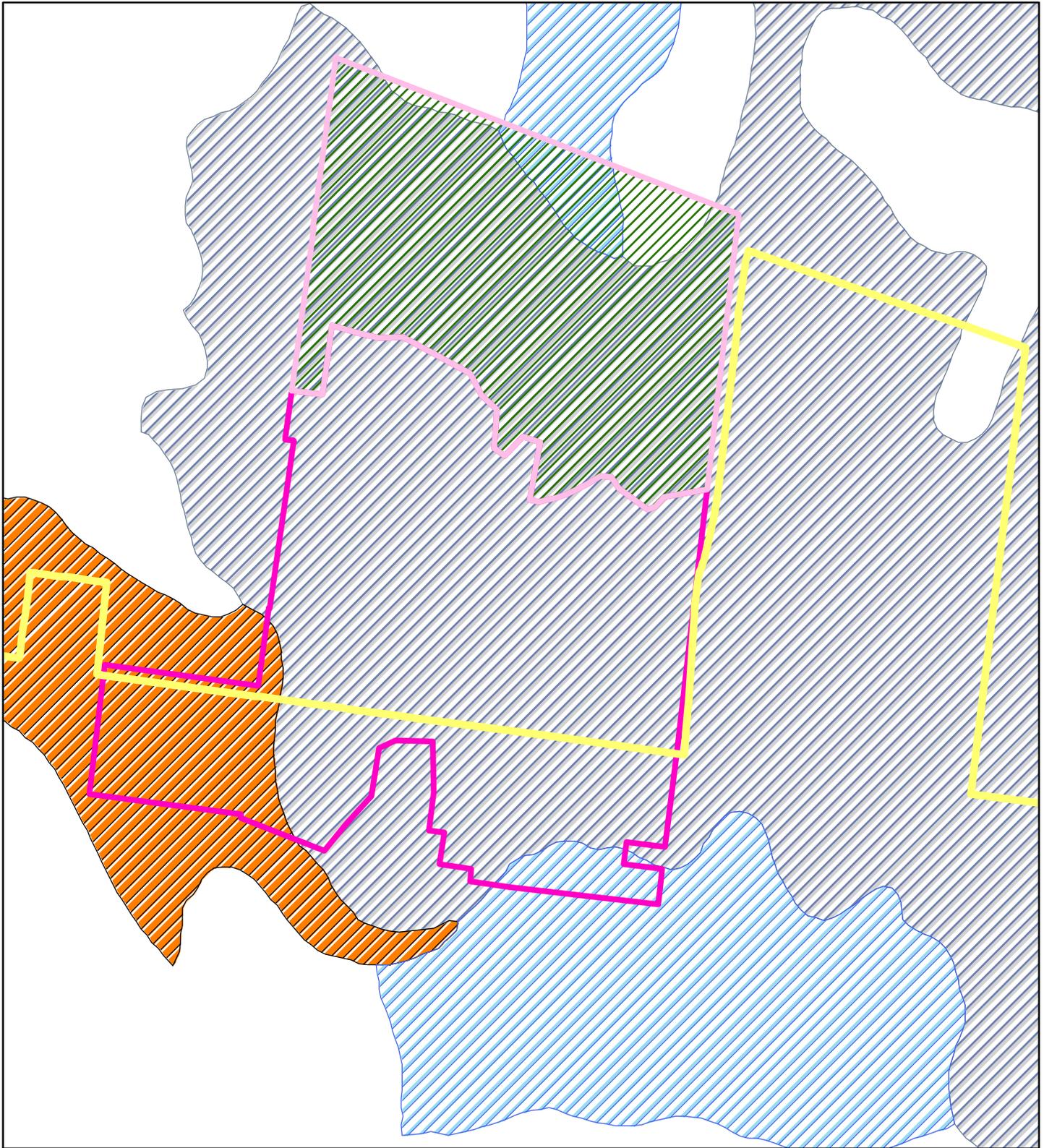
clay subsoil, are moderately prone to erosion and have moderate permeability and medium to rapid runoff. The RhD area in the Preserve is virtually flat and no erosion has been seen on these soils. In most places vegetation on RhD soil is madrone, oaks, and Douglas fir. Red Hill soils are used mainly for producing timber with some areas (including the lands on the Preserve), being used for limited grazing by sheep and cattle.

The level field on the southwestern portion of the Preserve is Clough gravelly loam 2 to 9 percent slopes. Clough gravelly loam is generally used for hay, grapes, and grazing. The soils are moderately well drained with gravelly clay subsoil underlain by a hardpan. Permeability is very slow with runoff slow to medium and a slight to moderate hazard of erosion.

#### *Biological Environment*

##### *Vegetation*

The Preserve's vegetation (Appendix C) is on a spectrum from open grassland to oak savannah to oak woodland with some wetland vegetation as well (Figure 3). Annual, nonnative grasses and weedy forbs, reflecting the Preserve's long



# Montini Open Space Preserve

Figure 2. Soils



0 0.05 0.1 0.2 Miles

City Limits

**Soils**

-  CLOUGH GRAVELLY LOAM, 2 TO 9 PERCENT SLOPES
-  GOULDING-TOOMES COMPLEX, 9 TO 50 PERCENT SLOPES
-  RED HILL CLAY LOAM, 2 TO 15 PERCENT SLOPES

**District Holdings**

**Symbol**

-  10 - Fee
-  11 - Easement over Private Land
-  12 - Easement over Public Land
-  16 - Easement over Private Conservation Organization
-  17 - Easement over District



*Pileated Woodpecker. Ohio Department of Public Resources*



*Allium peninsulare ssp. franciscanum. Broussard.*



*Brodiaea californica var. leptandra Robert E. Preston, PhD*

history of woodcutting, grazing, and quarrying, dominate the grassland. The densest vegetation is on the west-facing slope west of the Water Agency tanks and along Norrbom Road. Wooded areas support many coast live oak, blue oak, California buckeye, California bay, healthy madrone, manzanita, sticky monkeyflower, black oak, toyon, and poison oak. No conifers were seen (District 2005).

Oak Savannah/Woodland. The oak woodlands and savannah (scattered trees) are characterized by coast live oak, black oak, and blue oak, along with scattered bays and California buckeye. Poison oak and coyote brush were also noted in the understory.

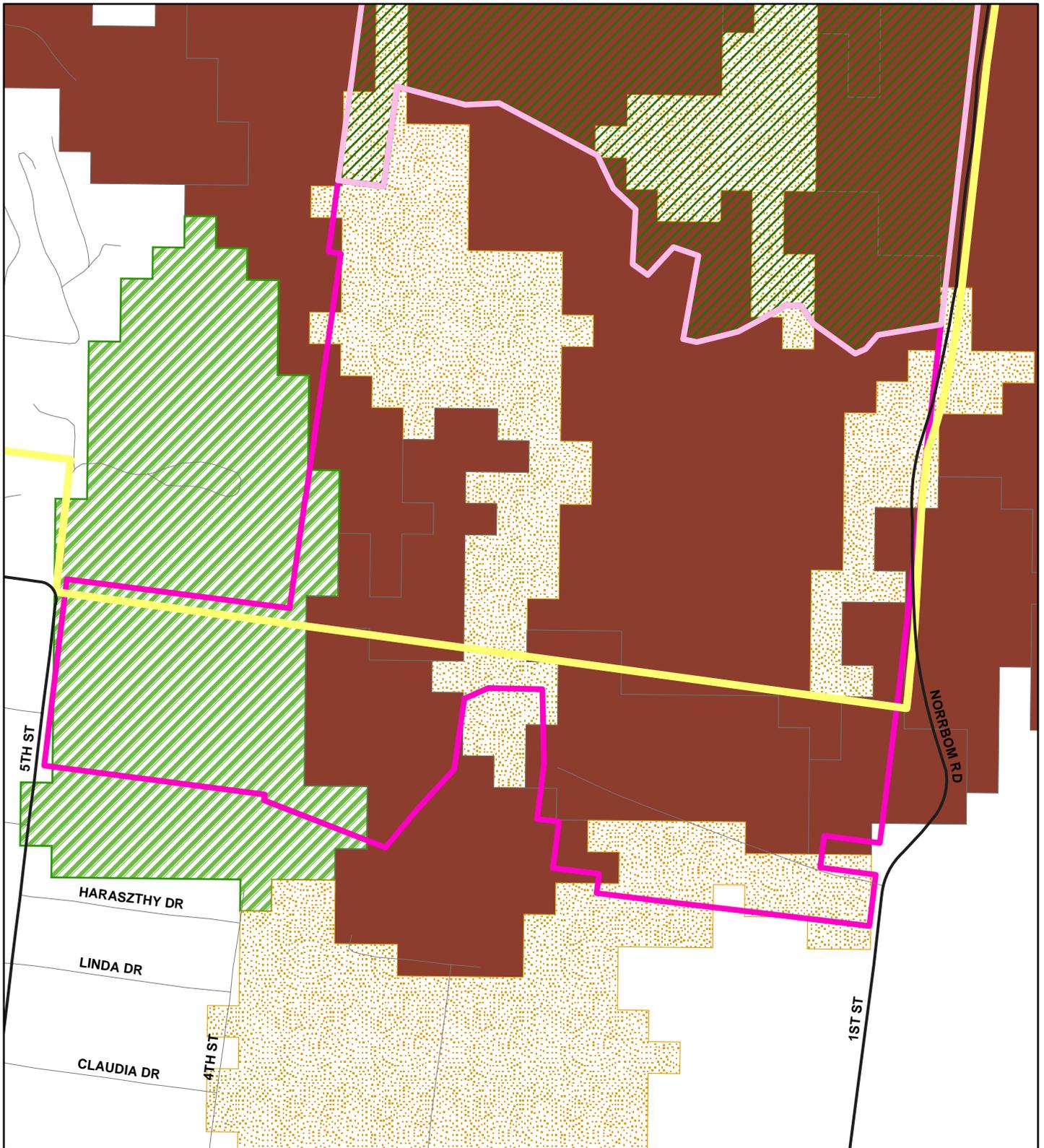
Grassland Vegetation. Herbaceous plants identified in winter (Bush 2005) and spring (Lew 2006) include soft chess (*Bromus hordeaceus*), wild oats (*Avena* spp.), purple false brome (*Brachypodium distachyon*), hedgehog dogtail (*Cynosaurus echinatus*), Hardinggrass (*Phalaris aquatica*), purple needlegrass (*Nassella pulchra*) (Ruygt 2006), rattlesnake grass (*Briza maxima* and *Briza minor*). Dove weed (*Eremocarpus setigerus*) was common in areas with little herbaceous cover, especially in the heavily grazed areas at the southwestern end of the Preserve and along the mown temporary path. Grasslands likely include many other species of grasses and grass-like plants such as rushes and sedges, and forbs that would be evident during a spring site visit (Bush 2005). Spring vegetation includes rushes, and other herbaceous species including forbs such as popcorn flower, at least two species of buttercups, blue dicks, and mouse-eared chickweed. Nonnative forbs such as filaree and field marigold were also observed.

Wetlands. Scattered small wetlands can be found in the Preserve, especially on the flat parcel along 5<sup>th</sup> St. West and in some of the lower grassy fields. Most of these could be characterized as marginal seasonal wetlands, since they are wet during the rainy season, remaining moist into spring. plants found within these areas include sedges and rushes.

Weeds. Weedy species that merit attention include purple and yellow starthistle (*Centaurea calcitrapa* and *C. solstitialis*). A few very small patches of Hardinggrass were seen on the hill slopes. The few patches seen by Bush (2005) are on dry hill slopes where their ability to spread is likely constrained by available moisture (Bush 2006).

Purple starthistle should be the highest priority for management because it occurs in a localized area where control efforts can be concentrated. Yellow starthistle is more wide spread and would therefore be more difficult to manage (Bush 2006).

Several invasive species are found in the grassland and woodland understory. Yellow starthistle can be found in small areas at the southeast and northeast corners and just below (south) of the Water Agency's paved road. Hedge parsley (*Torilis arvensis*) is abundant throughout the Preserve. Turkey mullein (*Eremocarpus setigerus*) appears in historically over-grazed grassland areas and in mown or otherwise disturbed areas. New invasions are probable in the future; from traffic from adjoining properties or weed seed in livestock feed (District 2005).



# Montini Open Space Preserve

Figure 3. Vegetation  
\*from CalVeg, US Forest Service

### District Holdings

#### Symbol

-  10 - Fee
-  11 - Easement over Private Land
-  12 - Easement over Public Land
-  16 - Easement over Private Conservation Organization
-  17 - Easement over District

-  A1, A2
-  C1, C2
-  F1
-  H1
-  I1
-  City Limits

### Montini Vegetation CalVeg

#### Type

-  AGRICULTURE-CROPS
-  ANNUAL GRASS
-  BLUE OAK FOOTHILL PINE
-  BLUE OAK WOODLAND
-  MONTANE HARDWOOD
-  WET MEADOW



0 0.05 0.1 0.2  
Miles

### Wildlife

The wildlife value of the Preserve is bolstered by its adjacency to the undeveloped Mountain Cemetery (owned by the city of Sonoma) to the east. The following species have been observed using the Preserve: great horned owl, acorn woodpecker, Nuttall's woodpecker, pileated woodpecker, black phoebe, various other songbirds, pileated woodpecker, red-shouldered hawk, red-tailed hawk, moles, and gray squirrel. Abundant deer and turkey have also been seen (District 2005). An Audubon count in the area surrounding and including the Montini Preserve combined with observations on the Preserve yielded 60 species of birds (Appendix c. Bird List) (Audubon 2006). Loggerhead shrike, burrowing owl, marsh hawk, and white-tailed kite have also been seen in the area (Wetlands Mitigation Plan for Montini Subdivision).

### Special Status Species

A botanical survey conducted in May and June 200 discovered two special status plants within 50 feet of the preliminary trail alignment (Ruygt 2006). The trail was realigned to avoid affecting the plants and the plants themselves were protected with a low rock ring. The plants are *Allium peninsulare* ssp. *franciscanum*, Franciscan onion, on the California Native Plant Society (CNPS) list of rare and endangered plants of California and elsewhere, and *Brodiaea californica* var. *leptandra* (narrow-anthered California Brodiaea, also on the CNPS list of rare and endangered plants of California. The onion was found under a stand of buckeye and bay. The Brodiaea was found along a grassy segment in a small draw. The habitat and distribution of both of these plants is very limited within the Preserve.

### Natural Processes

Natural processes are generally disturbance factors to which an ecosystem has evolved. These natural processes are typically major disruptions to the current order of the ecosystem such as flooding or fire and shift the natural process of succession. Flooding is probably not a major factor in Montini Preserve vegetation types. Fire, however was likely a part of this landscape.

Role of Fire. Fire is a natural part of California's oak woodlands. It was also used by Native Americans as a management tool to improve access for hunting and gathering acorns and to prevent encroachment of other, less useful tree species. The use of fire as a management tool continued with the European settlers and cattle ranchers to increase forage production and keep stands open for cattle.

Higher fire frequencies have been correlated with better oak regeneration (UC Cooperative Extension no date). Oak recruitment was associated with fire events, although the mechanism by which this occurs is unknown. It is thought that postfire oak sprout growth may play a role.

No significant wildland fire has occurred on the Preserve since at least 1939 (Sonoma County Permit Resource and Management Department 2004).

Grazing. It is likely that the Montini Preserve was subject to native grazers such as elk, pronghorn, and deer before the presence of European settlers.

### Cultural Resources

The Preserve is on the hill directly north of General Mariano

Guadalupe Vallejo's historic ranch. This area played a major role in the history of Sonoma Valley, Sonoma County, and California. Before Mexican missionaries established the mission in Sonoma in 1823, just southeast of the Preserve, the site of the current city of Sonoma was a California Indian village.

Good soils, temperate climate, and abundant food and water attracted indigenous peoples to the Sonoma Valley for at least 12,000 years before Spanish missionaries settled in the early 19th century. As many as 5,000 Native Americans lived in what is now Sonoma County at any one time. Local tribes included the Pomo-Kashaya, Wapo, and Patwin. At the time of European settlement, the Preserve was included in the territory controlled by the southern Miwok (Steen and Origer 2006). The Southern Miwok were hunter-gatherers who lived in rich environments that allowed for dense populations with complex social structures. They settled in large, permanent villages about which were distributed seasonal camps and task-specific sites. Primary village sites were occupied continually throughout the year and other sites were visited in order to gather resources that were abundant or available during certain seasons. Sites were often near fresh water sources and where plants and animals were diverse and abundant.

Historically, the Preserve is situated within the 6,094 acres of the Pueblo Lands of Sonoma Landgrant.

Father Jose Altamira established the Mission San Francisco Solano in Sonoma in 1823, soon after the Russians settled Fort Ross in 1812. The Mission is the northernmost Franciscan mission in California and was the last established mission in California. It is the only California

mission established under Mexican rule after Mexican independence from Spain. The town plaza was the site of the Bear Flag Revolt in 1846 which established California as an independent Republic separate from Mexican rule. Extensive and repeated cycles of grazing began immediately upon European settlement. Basalt quarrying began early and continued to the 1900's. (District 2005) Four quarries are listed in the literature as being in the vicinity of the Preserve, Aguillon, Melani, and Weyl quarries and Sonoma City Rock Crusher. In 1916, Sonoma county was the number top producer of paving blocks in California, However, because of labor union conflict and a desire for smoother streets for cars, most quarries reduced their output or closed in later years (Steen and Origer 2006). There are numerous sites of quarry activity on the Preserve with a large quarry pit in the northeast portion. A foundation can be found near the northern boundary. It is thought that it supported quarrying equipment (Montini pers. comm. 2006).

A cultural resources survey was conducted of the entire Preserve in 2006 (Steen, E. and T. M. Origer. 2006). Three cultural sites were found, a prehistoric midden, a rock wall and the remains of a basalt quarry.

#### *Prehistoric Resources*

The midden, previously recorded, contains obsidian, chert and basalt lithics (stone tools or projectiles), fire-affected rock, and historic era ceramics. This site was also located during the 2006 survey. This site will be retained *in situ* (will not be moved from its original place of deposition).

### *Historic-era Resources*

A dry-laid stone fence was also found on the Preserve. The fence extends about 900 feet with a 300-foot break. The stone fence will remain in its current condition. A buffer between the wall and public use will be in effect and there are no plans whose execution would alter its integrity.

A historic basalt quarry was found that extended over much of the Preserve. These are believed to be the remains of the Aguillon Quarry. Remains of activity include pits, trenches, roads, ramps, a powder house, and other remains. The quarry is a good example of quarrying activity in Sonoma County. Although the trail is proposed through the quarry, no ill effects are anticipated. In fact, the quarry's juxtaposition with the trail provides a rich interpretive opportunity to tell the story of basalt quarrying and its importance to the early economy of Sonoma County. Any movable surface artifacts will be recovered prior to trail opening, possibly for display purposes (Steen and Origer 2006).

### **Land Use**

#### *Preserve*

The Preserve has been grazed for many decades, and this use continues. The paved road at the southeast corner of the Preserve from Norrbom Road is used under an easement to access the Water Agency's tanks (District 2005). The District has sponsored periodic public access and volunteer stewardship workdays.

#### *Surrounding Land Use*

The 5-acre parcel to the southwest of the Preserve is currently being developed as a subdivision for 26 single-family lots. The property to the east of the Preserve is owned by

the city of Sonoma and is used for hiking (Sonoma Overlook Trail). Lands to the north are used for livestock and vineyards. The property to the south is a recreational property owned by State Parks (Sonoma State Historic Park) and ball fields and a dog park owned by the city of Sonoma. West of the Preserve is a mixture of grazed lands and houses.

### **Improvements**

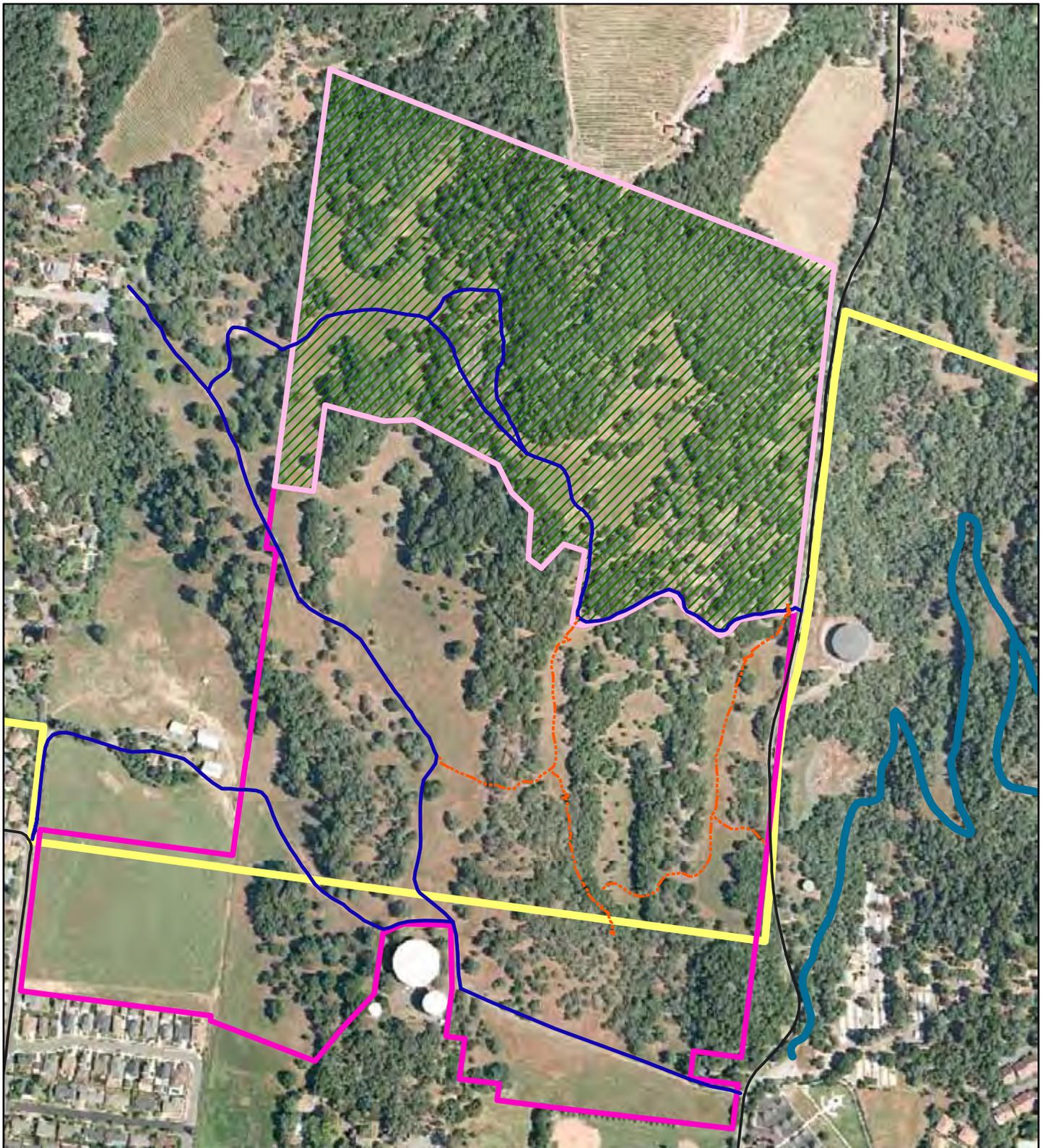
#### *Roads*

The Preserve is accessed from Norrbom Road through a locked gate at the southeast Preserve corner. A paved road extends from this gate to the water towers. An additional gate can be found further along Norrbom Road. However, the road into the Preserve from that gate no longer appears passable. Several other ranch roads head north/south up to the northern Preserve line (Figure 4. Existing Roads).

#### *Water Infrastructure*

A well located on the southern boundary of the Preserve, just east of the water tanks and north of the Vallejo Home State Historic Park is not currently supplying water, but has the potential to irrigate the pasture adjacent to it.

In addition, a ditch extends from the Water Agency tanks along the paved road toward Norrbom Road. The purpose of the ditch is to provide drainage from the site and prevent it from sheet flooding the City's Ernest Holman Park below. A 12-inch corrugated galvanized pipe extends along the ditch. Its function was to channel water through the ditch in an effort to prevent flooding the Field of Dreams ballpark at Ernest Holman Park. However, it is no longer connected on the intake end. A black pipe taped shut on the intake



# Montini Open Space Preserve

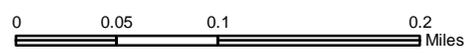
Figure 4. Existing Preserve Roads

-  City Limits
-  Major Highways
-  Sonoma Overlook Trail
-  Internal Roads
-  Minor Roads/Trails

### District Holdings

#### Symbol

-  10 - Fee
-  11 - Easement over Private Land
-  12 - Easement over Public Land
-  16 - Easement over Private Conservation Organization
-  17 - Easement over District



end extends from the water tanks along the south side of the Water Agency's paved road. Its function is also unknown. A pipe extends from the Water Agency's tanks west towards 5th St West. The purpose of this pipe is to supply water to irrigate the 9-acre pasture along 5<sup>th</sup> St. West, although it has not been used for many years (Montini 2006).

#### *Fences*

Existing fencing, consisting of older barbed wire and/or mesh, runs along the west boundary north of the ranch road leading to the Preserve to the west, and all of the north, east, and south boundaries. Some interior fencing can be found north of the paved road and north of the ranch road leading from the water tanks to the Montini homestead. A boundary fence was constructed along the northern boundary in 2006.

#### **Public Use**

Currently, there is no formal recreational use occurring on the Preserve. However, there is a State Historic Park south of the Preserve and the Sonoma Overlook Trail across from Norrbom road to the east.

Some informal use has occurred historically on the Preserve, mostly partying and hiking.

#### **Other Uses**

Homeless encampments have been observed on the Preserve.

#### **Visual Resources**

The Montini Preserve meets several goals of the 1989 Sonoma County General Plan. The acquisition will maintain the rural character of the hillside, and will ensure that the scenic woodlands and meadows are protected in perpetuity. The low-intensity public outdoor recreational use is consistent with preservation of

the Preserve's open space values within the scenic viewshed.

#### **Current Management**

Other than being grazed, resources on the Preserve are not currently being actively managed. The District has offered several open access hiking days and a volunteer stewardship day. The District has contracted with the Sonoma Ecology Center to implement a Volunteer Patrol program. Volunteers are trained and then commit to hiking the Preserve at regular intervals to report on Preserve conditions and provide a District presence on the Preserve.

# Chapter 4 - Challenges and Opportunities

## Problems

### Weeds

Weeds, or nonnative invasive pest plants, are an epidemic problem in California, nearly replacing California native grasses over the entire state. The Preserve is no exception. Purple and yellow starthistles, well-known weeds are present on the Preserve. Other nonnative plants on the site include three species of *Erodium* or filaree and field marigold, both native to Europe.

The current grazing lessee and previous owner of the Preserve has taken measures to control a large patch of purple star. If his efforts prove successful his techniques should be incorporated elsewhere on the Preserve.

Nonnative animal species now reside on the Reserve including wild turkeys. No control of these species is currently planned.



*Yellow Starthistle*

Table 2. Invasive Plant Species Targeted for Control on the Montini Preserve.

Common Name	Scientific Name	State *	Distribution
Purple starthistle	<i>Centaurea calcitrapa</i>	yes	Grasslands
Yellow starthistle	<i>Centaurea solstitialis</i>	yes	Grasslands, roadsides
Hardinggrass	<i>Phalaris aquatica</i>	no	Grasslands

\* Received a rating as a noxious weed by the State of California Department of Food and Agriculture Division of Plant Health & Pest Prevention Services

### Erosion

Moderate to severe erosion can be found on some of the ranch road areas. Much of the area contains highly erodible soils, and soils subject to slumping. Erosion control is important to protect and regenerate native plant communities and wildlife habitat, prevent sediment runoff, and retain aesthetic values.

California. Black oak has also been observed to have regeneration problems in some regions. Although lack of oak regeneration has commonly been associated with fire suppression, cattle grazing, weedy grasses and herbivore of oak shoots by cattle and native mammals, the exact reason for the lack of regeneration is not known.



*Purple Starthistle*

### Oak Regeneration

Oak regeneration, particularly blue and coast live oak regeneration, has been documented widely in

### Trespassing

The site has a long history of trespassing by people partying (Montini 2007), hiking, and using the Preserve as a homeless

encampment. Trespassing is a habitat management problem in that trespassers have left garbage such as plastic cups, bicycle equipment, and tents and other camping gear and may pose a fire danger.

#### *Fences*

There are interior fences that may hamper the free movement of wildlife throughout the Preserve. None of the fences is essential for the continuing operation of the Preserve, or for the ranching lessee (Montini 2006). However, there may be management reasons for retaining some interior fencing, such as to control cattle grazing more easily.

#### *Sudden Oak Death*

Although there are no documented cases of SOD on the Preserve, the presence of *P. ramorum* in Sonoma County is well documented. Although it is possible that the Preserve being so dry, lacking even seasonal streams, and being south-facing, may be fairly resistant to SOD (Hunter 2006), the site may still present some susceptibility to SOD due to the abundance of bay trees that touch the susceptible coast live oak.

### **Opportunities**

#### *Public Use*

The Preserve's proximity to Sonoma's historic town square provides an opportunity for visitors and residents to enjoy a moderate hike within walking distance of restaurants and markets. In addition, a regular presence on the Preserve is likely to discourage undesirable behaviors such as camping and littering.

The fact that a trail exists on a similar adjacent Preserve owned and managed by two of the Preserve's partners creates an opportunity to

link to the existing Sonoma Overlook Trail to create a more extensive network of trails. Since it is anticipated that the Preserve will eventually be added to the California State Park System, State Parks provided trail planning expertise for the Preserve trails.

#### *Historic Landscape*

In addition to providing public use, protection of the Preserve assures that the historic landscape of the original Vallejo Homestead is preserved in much the same state as it was during Vallejo's occupation. Its historic origins provide the Preserve with opportunities for maintaining and enhancing the historic landscape and providing interpretation of historic events.

#### *Partnerships*

There are several other entities involved in the Montini Open Space Preserve including the city of Sonoma (one of the District's partners for the acquisition of the Preserve), the Sonoma Overlook Trail Task Force and docents, and the most likely potential eventual recipient of much of the Preserve, California State Parks. Along with the District, each of these partners brings different and valuable resources to the Preserve.

#### *Restoration*

The Preserve has been grazed over its entirety, which has been beneficial in keeping the grasses short, but may have prevented some wetland and woody vegetation from growing, especially in areas that are seasonally wet. Restoration opportunities include plantings and fencing, some of which could be conducted by volunteers, schools, and citizens' groups. Planting native vegetation could be especially effective if it immediately follows weed removal because bare soil would provide less

## *Chapter 4*

competition for the native plants and the native plants would prevent many weeds from reestablishing.



# Chapter 5. Management Direction - Vision Statement, Goals, Objectives

## Vision Statement

The Preserve will be an oak woodland and grassland that supports high quality habitat for a diversity of native Sonoma County wildlife and plants. The Preserve will support opportunities for research and will be a showcase for appropriate management of oaks and grasslands for the Sonoma Valley.

The gentle trails, rolling grasslands and oak woodlands, spring wildflowers, and spectacular views of the Sonoma Valley and San Pablo Bay will attract visitors who enjoy and appreciate the natural setting of Sonoma County. The public will have clear and easy access to the Preserve with minimal impacts to wildlife habitat. The Preserve will provide opportunities for persons with physical disabilities to enjoy the Preserve.

Partners will collaborate to provide a wide range of management, interpretive and environmental education programs. The Preserve will provide trail linkages, connecting the adjacent overlook trail with the regional bike trail and the Vallejo Home State Historic Park. The local community and visitor will enthusiastically identify and promote the Preserve as a regional and statewide tourist destination that contributes to economic development and enhances the quality of life in Sonoma.

## Management Direction: Goals, Objectives, and Strategies

*Goal 1. Manage Preserve grassland habitats to support native vegetation.*

Objective 1. By the year 2010, reduce the percent cover of weeds by 5%.

Narrative:

Nonnative invasive pest plants or weeds displace native plants, reduce biological diversity, and alter ecosystem processes. Many of them, including the yellow starthistle found on the preserve, are on the state weed list, making them illegal to sell or plant. The Brooklyn Botanical Gardens estimates that there are 300 dangerously invasive weeds growing in the continental U.S. and Canada, half of which were introduced as ornamentals. They were brought to this country intentionally and allowed to gain a foothold before their harmful effects were known.

When they arrived in this country, none of the mechanisms that keep plants in check, such as insects, disease and competition came with them. So when they are unmanaged in native areas, they take over and disrupt the ecosystem, affecting bird, insect, fish and mammal populations that depend upon native plants for food, shelter and protection from predators.

Strategies:

- Use integrated pest

management techniques including grazing and mechanical (hand removal, mowing, string trimming, and heating), biological, and chemical control, where appropriate to reduce noxious weeds such as yellow and purple starthistles.

- Spot spray transline or glyphosate in spring (Hastings, pers. Comm. 2006).
- Monitor the grazing lessee's efforts on purple starthistle and incorporate results into weed management.
- Treat Harding grass by stimulating new growth with mowing, irrigation, or grazing, then treating with glyphosate. Allow at least ten to twelve inches (25-30 cm) of regrowth prior to herbicide application (Harrington and Lanini 2006).
- Conduct outreach to universities, including UC Davis' Department of Vegetable Crops and Weed Science program to present research opportunities on the Preserve.
- Partner with volunteer groups and groups such as the California Conservation Corps and community service groups to assist with weed control.
- Explore developing specific prescriptions for using livestock grazing as a means of weed control.
- Train volunteers to identify and monitor weed response to various treatments.
- Monitor the Preserve each spring for noxious weeds such as purple and yellow starthistle and Harding grass, and implement

control efforts if necessary.

Objective 2: By 2012, conduct an experimental restoration of native grass species on the Preserve.

Narrative:

Native grasses once covered nearly 22 million acres of California, including much of the Sonoma Valley (Heady 1977). Today, over 95 percent of these grasslands have been lost to invasive plant species or land uses including agriculture and development. Although little is known of the original composition of native grasses, it is believed that *Stipa pulchra* dominated the valley grassland with a mix of other perennial grasses including *Nasella pulchra* (purple needlegrass), *Danthonia californica* (California oatgrass), and *Deschampsia caespitosa var holciformis* (tufted hairgrass), *Poa spp.*, *Leymus spp.*, *Elymus spp.*, and *Mellica spp.*, annual grasses such as *Festuca spp.* and a mix of broad-leaved forbs (Heady 1977, Hatch, et al 1999, Stebbins 1965). European plants arrived in California during the 1770's and have since spread widely, largely replacing native annuals and perennials with introduced species (Hatch et al. 1999). These plants were either intentionally introduced as cereal or forage crops, or inadvertently introduced through impurities in crop seed and in packing material (Carlsen et al. 2000). Currently introduced Mediterranean annuals, such as *Erodium*, *Bromus*, *Hordeum*, *Hypochaeris*, and *Avena California* dominate grasslands (Stromberg and Griffin 1996). The success of introduced species in California grasslands has been attributed to a variety of mechanisms, including: 1) being superior competitors for water and light (Carlsen et al. 2000), 2) being superior colonizers of both

artificial and natural disturbances (Parker et al. 1993), 3) effectively reducing the fecundity and seedling establishment of competing native species (Carlsen et al. 2000, Stromberg and Griffin 1996), 4) responding better to overgrazing by livestock than native species (Hatch et al 1999), and 5) responding more vigorously to nutrient inputs (Maron and Connors 1996). Because little is known specifically about the original composition of the grasses of the Preserve, local experts are the best source of information when planning native grassland restorations.

Strategies:

- Identify what species were likely to have grown on the Preserve.
- Develop site-specific native grassland restoration plans using local experts as appropriate.
- Locate seed sources locally, if possible and have them contract grown.
- If local seed is not available, identify a proximal source of plant material.
- Remove nonnative seed sources using chemical, mechanical, and biological control, and grazing for two seasons before establishing native grasses, and control invasive broadleaf and other invasive plants on newly restored areas for three years or more.
- Maintain grasslands by periodic disturbance such as mowing, grazing, disking, or burning.
- Establish small (<0.25 acre) experimental native grass plots before large-scale restoration activities are conducted. Focus plots on the hilly areas which are less

compacted.

- Develop a monitoring plan to assess success of native grass restoration projects.
- Ensure a three-year post-planting replacement period for contractors implementing restoration projects.

Objective 3: By 2007, address erosion problems on the ranch road leading from the water tanks east towards 5th St. West and the erosion on the ranch road leading north from the water tanks.

Strategies:

- Reroute the roads to be less erodible.
- Remove the fencing that concentrates cow movement to the area uphill of the eroding ranch road.
- Inventory existing ranch roads and determine which roads are unnecessary and can be restored.
- Restore eroded areas by grading rilled areas, using biotechnical measures such as coir materials (coconut fiber erosion and sediment control products), if necessary, and planting only native plant materials.

Objective 4: Resources on the Preserve will be protected from human-caused damage.

Narrative:

Natural resources on the Preserve need to be protected while providing for public enjoyment. Visitors hiking off-trail can disturb new fawns and other wildlife. Litter is unsightly and can harm wildlife. Uncontrolled wildfire can be dangerous and could have environmental consequences.

Strategies:

- Work with local law enforcement officials, such as the Sonoma County Sheriff's Department, Sonoma Police Department, and private security companies to patrol the Preserve once per week.
- Retain a private security company to patrol the Preserve and other District Preserves.
- Continue the volunteer patrol.
- Maintain a District presence on the Preserve with regular visits to the Preserve.
- Prohibit smoking and all other nonvehicular sources of combustion on the Preserve.
- Emphasize potential wildland fire danger in visitor contacts, bulletin board materials, handouts, and interpretive programs. Increase visitor and neighbor awareness of fire safety.
- Conduct outreach with the Mission Highlands Homeowners' Association to alert the District, Sheriff, and Police if they notice cars parked on Norrbom Road.
- Work with the Sheriff and Police to post no overnight parking on Norrbom Road.

- Hiking, nature observation and photography, interpretation, stewardship, and environmental education are the only allowable public uses of the Preserve. Other public uses could be considered using a compatibility determination (Appendix D).
- Educate the public about the potential harm that can come to the Preserve by the human actions of hiking off-trail, littering, and smoking using printed materials, displays, and interpretive hikes.
- Clearly sign the Preserve is a pack in/pack out area.
- Continue to organize periodic volunteer trash pick up days.
- Clearly sign that the Preserve hours are sunrise to sunset and enforce the nighttime closure, by patrolling and ticketing.

*Goal 2. Manage oak woodland habitats to promote the natural oak woodland habitat species composition and structure.*

Narrative:

Objectives under this goal use the acorn woodpecker and the red-shouldered hawk as target species. In choosing these birds as conservation targets, the District will manage the Preserve, not only for the target species, but other species that occupy a similar niche, such as the pileated woodpecker and red-tailed hawk.

Objective 1. By 2010, implement at least two strategies to facilitate oak regeneration and restoration and monitor the results of the action.

Narrative:

In addition to needing oak regeneration to replace old and



*Volunteer Clean-up Day*

senescent oak trees, a diverse age structure and species composition is likely a life requirement for our target species, the acorn woodpecker (California Partners in Flight 2002).

Strategies:

- Remove unnecessary fences and ranch roads and restore these areas to natural conditions<sup>1</sup>.
- If appropriate conditions exist, plant native woody vegetation on the 9-acre parcel on 5th St. West.
- Work with a contractor to grow plant materials used on the Preserve using on-site seeds and cuttings, where possible. All planting species used on the Preserve will be native to the site (see Appendix B).
- Implement oak restoration plantings that are protected from seedling depredation. Fence individual seedlings.
- Ensure that contractors implementing oak restoration include a three-year replacement period.
- Monitor restoration projects.

**Objective 2.** Work with other agencies, nongovernmental organizations, and universities to decrease the risk of sudden oak death (SOD) on the Montini Preserve.

Narrative:

Sudden oak death (SOD) is a disease caused by the plant pathogen *Phytophthora ramorum*. This pathogen has caused widespread dieback of tanoak and several oak species (coast live oak, California black oak, Shreve's oak, canyon live oak, and sometimes madrone) in California's central and northern coastal counties, including Sonoma County. It has also been found to

infect the leaves and twigs of numerous other plants species. While many of these hosts, such as California bay and rhododendron species, do not die from the disease, they play a key role in the spread of SOD, acting as breeding ground for inoculum, which may then be spread through wind-driven rain, water, plant material, or human activity.

Cankers on the trunk of oak and tanoak trees are the most damaging, and often lead to death.

Additionally, other organisms often attack diseased oak and tanoak trees once they are weakened by SOD. These secondary invaders can also kill the tree, and include such organisms as *Hypoxylon thourasianum* (a fungus that decays sapwood) and bark beetles. In foliar and twig hosts, symptoms can range from leaf spots to twig dieback, but these hosts rarely die from the infection (California Oak Mortality Task Force 2006).

The pathogen that causes sudden oak death is transported by weather (e.g. wind-driven rain) and by human activities (e.g. vehicles, bikes, hiking). Landscape-scale resource management affects the susceptibility of landscapes to infection by sudden oak death (University of California Cooperative Extension Marin County 2006.). Currently, SOD is not a major concern at the Preserve. Its occurrence has not been noted and it is thought that the area is too dry to promote its spread. Nevertheless, SOD is prevalent in the county and spreading public education and awareness is an important factor in controlling SOD.

Strategies:

- Monitor susceptible tree species for evidence of SOD on the Preserve annually. If

potentially infected trees are found, send leaf samples from adjacent bay trees to the County Agricultural Commissioner's office for confirmation.

- Develop interpretive materials to help visitors recognize SOD and understand how SOD is spread (Appendix E).
- Encourage visitors to stay on the trail as a means of preventing the spread of SOD.
- Limit the number of trails through the Preserve.
- If infected trees are found, treat them with phosphonate and partial or complete removal of individual affected bay trees.

Objective 3: Create and foster partnerships, wherever possible, that are mutually beneficial and further the goals of the Preserve, with private individuals, agencies, organizations, businesses, and universities.

Strategies:

- Encourage universities to research topics that would facilitate management and fill data gaps.
- Continue the exiting partnerships with California State Parks, the city of Sonoma, and the Sonoma Overlook Trail Task Force.
- Seek partnerships with California State University Sonoma, UC Davis, UC Berkeley, East Bay Regional Parks, and others.
- Work with other groups or agencies to manage Preserve resources more effectively.

Objective 4: Solidify communications between agencies,

neighbors, and other groups to manage the Preserve.

Strategies:

- Establish management responsibilities among the various partners involved in the Preserve.
- Establish an annual or other meeting with the city, State Parks, the SOT, and others, as appropriate to discuss Preserve management.
- Develop a protocol for notifying agencies and the public of actions that may be of interest to them.
- Conduct outreach with schools, scout groups, and other organizations for volunteer work.

*Goal 3. Restore the natural diversity of wetland areas.*

Objective 1: Within 2 years, restore 0.25 acres of wetland.

Strategies:

- Plant willow and oak using seedlings, cuttings, or acorns, as appropriate.
- Plant appropriate wetland species using on-site seed source when possible.
- Use volunteers, where possible, to conduct the plantings.
- Fence the restored area from disturbance by cows.

*Goal 4. Remove obstacles to natural wildlife movement within the Preserve.*

Objective 1: Within 8 years, adopt at least two strategies to facilitate wildlife movement.

Strategies:

- Inventory existing fencing and remove unnecessary

- fencing within the Preserve.
- Pets will not be allowed on the Preserve.
- Route trails so that there is a large portion of the Preserve that is undisturbed, particularly shaded grassy areas favored for fawn beds.
- Investigate exterior fencing and gates that would keep cattle in the Preserve while allowing wildlife to move out of the Preserve (wildlife friendly fencing).
- Protect nesting sites of important birds such as pileated woodpeckers and great-horned owls by keeping nesting sites safe from disturbance by rerouting trails or closing sections of trail, if necessary.

*Goal 5. The public will enjoy and appreciate the natural landscape of the Sonoma Valley.*

**Objective 1.** By summer 2007, construct about 1.8 miles of pedestrian trail on and connecting to the Preserve.

**Narrative:**

Trail planning expertise was provided by California State Parks, one of the Preserve partners. Trails were aligned on site over 6+ days of fieldwork. The trail was designed not to exceed sustainable maximum grade so that the trail would be less susceptible to erosion. A botanist and an archeologist then checked the preliminary trail alignment to ensure that no natural or cultural resources were disturbed. Once the trail alignment was inventoried, adjustments were made where necessary and the final alignment was identified. The alignment takes advantage of the most scenic portions of the Preserve while leaving large parts of the Preserve unaffected.



*State Parks Staff, Sonoma Overlook Trail Task Force Volunteers and District Staff developing the preliminary trail alignment.*

In addition, the site was assessed for its ability to provide trail access for the disabled. Using the 2007 Architectural Barriers Act (ABA) Accessibility Guidelines for Outdoor Developed Areas; Proposed Rule, a section of disabled-accessible trail was designed (Architectural and Transportation Barriers Compliance Board 2007).

**Strategies:**

- Working with the Sonoma Overlook Trail Task Force, the city of Sonoma, California State Parks, the Sonoma Ecology Center and other partners, construct and maintain trail (Figure 5) in accordance with the prescriptions in the trail log (Appendix F).
- The trail will be constructed to State Parks draft guidelines, where possible, to obtain maximum durability and sustainability.
- Construction will occur in spring to obtain maximum soil compaction.
- Construct the trail to conform to the guidelines described in the final report



Hikers in the oak woodlands

of the Regulatory Negotiation Committee on Accessibility Guidelines for Outdoor Developed Areas where feasible.

- Contract with a trail specialist for technical aspects of trail construction and volunteer oversight.
- Construct a gravel parking lot for 2 cars off 5th St. West with disabled access, where feasible, as described by the Final Report of the Regulatory Negotiation Committee on Accessibility Guidelines for Outdoor Developed Areas.
- Work with the city to establish a disabled accessible connection from the city's ballfield parking lot to the Montini Preserve trailhead.
- Install self-closing and/or kissing gates at trail heads (Appendix G)(Agate. 1983).
- Construct an information kiosk at the Norrbom Rd and 5th St. West trailheads with a bulletin board for information (see also Goal 4, Objective 4).
- Information displayed on the bulletin board would include maps, hours of

operation, safety tips, conservation messages (stay on trails, pack in/pack out), rules, emergency contacts, information about the District, and interpretive information. Kiosk designs should be compatible with the Sonoma Overlook Trail kiosk and State Parks kiosks.

- Link the trail on the Preserve to the Sonoma Overlook Trail via the Rattlesnake Cutoff spur.
- Install a pedestrian gate from the city's ballfield lot to the Preserve that will not allow cows to escape. Install a pedestrian gate along Norrbom Road across the road from the Sonoma Overlook Trail.
- Construct a fence bisecting the southwestern 9-acre parcel to separate livestock from hikers.
- Install directional trail signs.
- Install bike parking racks at the 5<sup>th</sup> St. West and 1<sup>st</sup> St. West trailheads.
- Working with others, construct a bridge across the ditch that separates the Sonoma Overlook Trailhead from the Sonoma Veterans' Memorial parking lot to allow Overlook hikers to cross Norrbom Road.
- Protect the narrow-anthered brodiaea and Franciscan onion with barriers.
- Monitor populations of the narrow-anthered brodiaea and Franciscan onion annually to monitor their reaction to the trail.

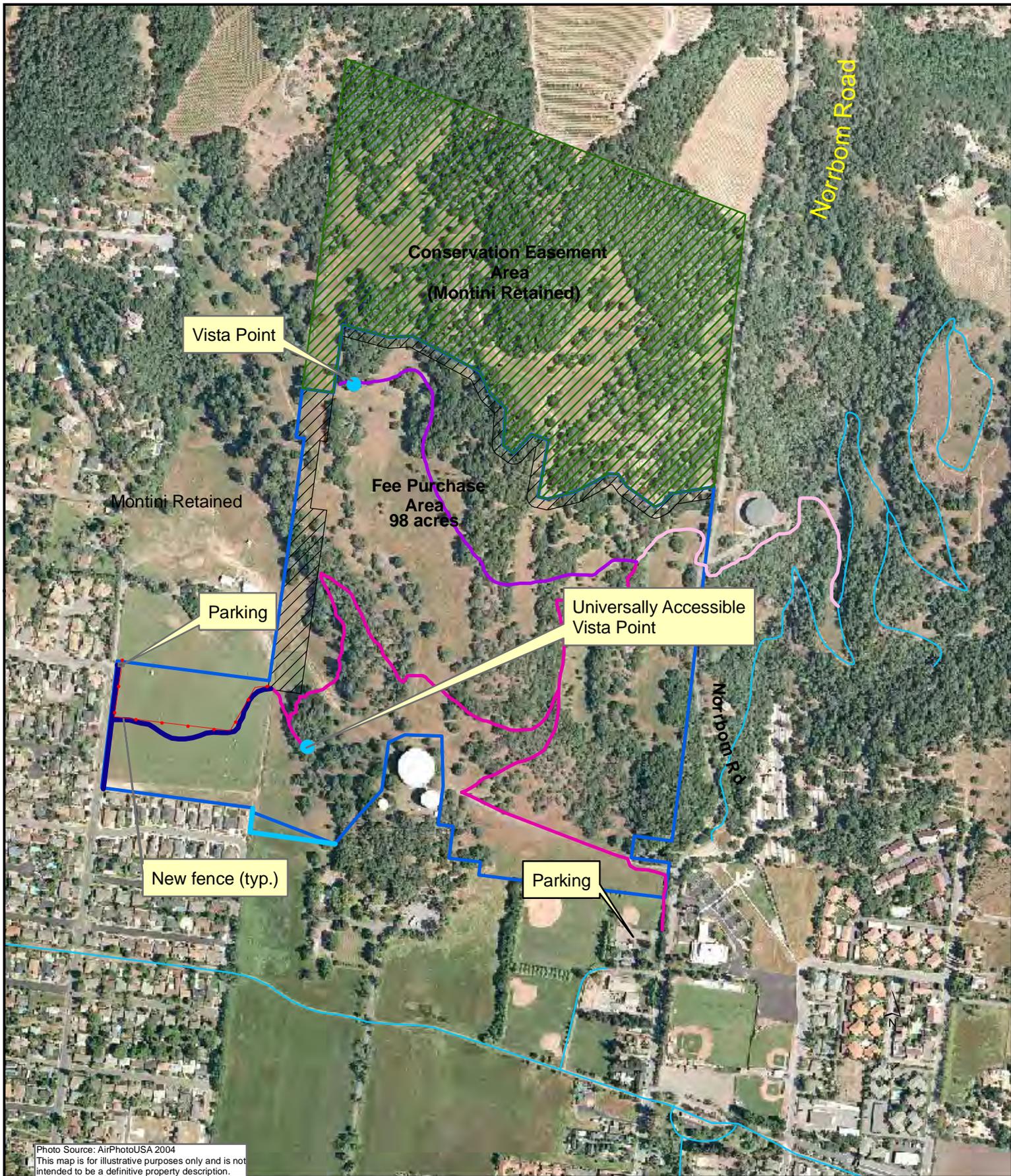


Photo Source: AirPhotoUSA 2004  
 This map is for illustrative purposes only and is not intended to be a definitive property description.

# Montini Open Space Preserve Draft Management Plan

### Legend

- Upper Trail
- Lower Trail
- Fenced Trail
- Rattlesnake Cutoff
- Overlook Trail and other Regional Trails
- Boundary Buffers
- District Holdings**
- Symbol**
- Montini Open Space Preserve
- Conservation Easement
- Corrected boundary

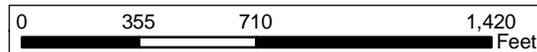


Figure 5. Trails and Facilities

Objective 2. By summer 2007, install signs, striping, and symbols along the trail and along Norrbom Road to facilitate safe trail crossing across Norrbom Road.

Strategies:

- Implement the recommendations from the W-Trans report on crossing Norrbom Road (Appendix J).
- Consider installation of a vehicular speed measuring device on Norrbom Road.

Objective 3. By 2008, at least two classes of schoolchildren will use the Montini Preserve for environmental education curriculum. By 2010, seven classes will use the Preserve.

Strategies:

- Conduct outreach with schools.
- Continue exploring a partnership with environmental education organizations like Acorn Soupe and the Sonoma Ecology Center.
- Encourage educational activities that benefit Preserve management such as wildlife and botanical surveys, and vegetation management and restoration projects.

Objective 4. By 2008 implement at least 2 interpretive programs on the Preserve.

Strategies:

- Construct a kiosk at one of the Norrbom Road trailheads and at the 5th Street West Trailhead.
- Construct and interpretive trail.
- Identify plants with a label,

where appropriate.

- Develop a self-guided brochure.
- Work in partnership with the Sonoma Overlook Trail Task Force to provide guided tours.

Objective 5. Within 3 years, visitors will have an opportunity to relax at 3 benches on the Preserve.

Strategies:

- Facilitate the donations of benches at several viewpoints, at the entrance kiosk and at the quarry site.
- Place interpretive panels near benches.

Objective 6: Conduct Preserve outreach, targeting the local community and nontraditional users, by expanding partnerships for the volunteer patrol. Participate in a minimum of 3 appropriate off-Preserve events per year to increase awareness of the Preserve's role in conserving Sonoma County viewsheds, grasslands, and oak woodlands.

Strategies:

- Continue and expand partnerships for events such as the annual Open Spaces & Public Places celebration.
- Participate in appropriate local off-Preserve events each year such as the Pacific Flyway Festival and classroom activities.
- Construct neighborhood walk-in and disabled access along 5<sup>th</sup> St. West.
- Collaborate with and assist local resource-oriented agencies and city departments on outreach programs involving the Preserve.
- Expand number of

presentations given to schools, conservation groups, and public service organizations.

- Continue working with the Sonoma Overlook Trail Task Force.

*Goal 5. Cultural resources on the site will be protected and interpreted to promote the appreciation and stewardship of Sonoma's historic importance.*

Objective 1. Develop a minimum of one interpretive exhibit or program to educate the public regarding the cultural resources of the Preserve by 2010.

Narrative:

Developing interpretive and educational materials to increase public understanding about local and State history is valuable given the importance of the Sonoma area and General Vallejo in California history.

Strategies:

- Develop exhibits to illustrate the role of the Preserve rock quarries in California history and the use of the quarried rocks in Sonoma and San Francisco streets.
- Develop exhibits to illustrate the role that General Vallejo played in California history.
- Solicit input and advice from local historians and others familiar with the history of the Preserve in planning, information gathering, and review of educational, interpretive, and outreach programs and publications.
- Include a cultural resource element when holding Preserve special events.



## Chapter 6. Implementation and Monitoring

### Funding and Personnel

The District intends that Preserve objectives be attained over the next 10 years. Management activities would be phased in over time and implementation is contingent upon and subject to the results of monitoring and evaluation, funding, and staffing.

Funding includes initial capital outlay for equipment, facilities, labor, and other expenditures, as well as annual, ongoing costs for staff, contracts, supplies, management, maintenance, and other recurring expenses.

Initial capital expenditures for implementation of this management plan would include a trail, parking lot, signs, and boundary signs. In addition, significant capital expenditures (Appendix H) would be needed for weed control. These capital expenditures would not all accrue during the first year of implementation. For example, weed control and habitat restoration would be implemented over several years, and some equipment and vehicles would be shared with other Preserves.

At full staffing, staff time dedicated to the Preserve would include the equivalent of about 0.9 full-time staff members. Annual contracts or cooperative agreements would be issued for litter removal, additional law enforcement, weed control, and other activities. The total cost of recurring tasks is expected to total about \$12,000 per year (Appendix H).

### Detailed Management Plans

Some of the potential resource management objectives were not within the ten-year scope of this plan. These objectives include grassland management and wetland restoration. These objectives should be considered in the next planning effort for the Preserve.

### Partnership Opportunities

As described in Chapter 1, a number of partners play an important role in helping the District achieve its goals and objectives for the Preserve. This management plan identifies many projects that provide new opportunities for existing or new partners. In addition to the District's existing partnerships with the Sonoma Overlook Trail (SOT) Task Force, Sonoma Ecology Center, city of Sonoma, State Parks, and the California Coastal Commission, there is an opportunity to build partnerships with Acorn Soupe, the National Park Service National Trails Assistance program and local universities and other research entities.

### Monitoring and Evaluation

Adaptive management is the process of implementing policy decisions using scientifically driven experiments that test predictions and assumptions about management plans, and using the resulting information to improve management strategies. Management direction is periodically evaluated by a system of applying several options, monitoring the achievement of objectives, and adapting original strategies to reach

desired objectives. These periodic evaluations would be used over time to adapt both the management objectives and strategies to better achieve management goals. Such a system embraces uncertainty, enhances management options, and provides new information for future decision-making.

Because monitoring is an essential component of this plan, specific monitoring strategies have been integrated into the goals and objectives. Habitat management activities would be monitored to assess whether the desired effect on habitat components has been achieved. At a minimum, susceptible oak trees would be monitored for SOD and changes in the weed population would be monitored. Baseline surveys would be established for plants and animals for which existing or historical numbers are currently not well known. It would also be important to monitor the effects of public use and disturbance on the resources of the Preserve.

### **Plan Amendment and Revision**

This plan has a ten-year life. At the end of ten, years, the plan should be evaluated to determine if plan objectives were met. If objectives were not met, the District would evaluate why they were not met. A new plan would address any unmet objectives and formulate new objectives for the management of this important open space preserve.

In addition, the plan will be evaluated annually to evaluate if objectives are being met and if strategies or objectives need to be modified. It may also be reviewed during routine inspections. Results of any of these reviews may indicate a need to modify the plan. The goals in the management plan will not change until they are reevaluated as

part of the formal 10-year revision. The objectives and strategies, however, may be revised to address changing circumstances or take advantage of new scientific understanding or increased knowledge of the resources on the Preserve. If changes are required, the level of public involvement and CEQA documentation will be determined by the General Manager.

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*Personal Communications*

Montini, Bill.

---- 2006

---- February 2006

---- September 2006

---- April 2007

Hunter, R. Circuit Rider Productions. 2006.

*Endnotes*

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<sup>i</sup> Conditions thought to exist just prior to the advent of the industrial era (app. 950AD to 1800AD), based upon scientific study and sound professional judgment.

# Summary of Changes to the Montini Open Space Preserve Management Plan, Initial Study, and Appendixes

## Management Plan

### *Vision Statement*

“The preserve will provide trail linkages, connecting the adjacent overlook trail with the regional bike trail and the Vallejo Home State Historic Park.” has been changed to: “The Preserve will provide trail linkages, connecting the adjacent overlook trail with historic Sonoma Plaza, the regional bike trail and the west side of town.”

### *Page 8, 2<sup>nd</sup> column, 1<sup>st</sup> paragraph*

“Bill Montini retains a five-year grazing lease on all of the Property that was acquired in fee by the District.” has been changed to “Bill Montini retains a five-year license agreement for grazing livestock on all of the property that was acquired in fee by the District.”

### *Page 11*

#### *Sonoma Aqueduct Cathodic Protection Upgrade Project*

The text of this paragraph was changed to reflect that the project proposed by the Sonoma County Water Agency was constructed.

### *Page 13*

A description of the mediation process was inserted into this chapter. In addition, the management plan’s CEQA status was updated to reflect that the current document is a final document.

### *Page 35, Goal 5, Objective 1*

“2007” has been changed to “2010.”

### *Page 38, Goal 5, Objective 2*

“2007” has been changed to “2010.”

### *Page 38, Goal 5, Objective 3*

“2008” has been changed to “2010.”

### *Page 38, Goal 5, Objective 4*

“2008” has been changed to “2010.”

### *Page 35, Goal 5, Objective 1, strategies*

“Working with the Sonoma Overlook Trail Task Force, the city of Sonoma, California State Parks, the Sonoma Ecology Center and other partners, construct and maintain trail (Figure 5) in accordance with the prescriptions in the trail log (Appendix F).” has been changed to, “Working with the California Conservation Corps, volunteers, and other partners, construct and maintain trail (Figure 5) in accordance with the prescriptions in the trail log (Appendix F). “

### *Page 37, Figure 5*

The trail from the east side of the Preserve was realigned slightly. No additional environmental effects occurred as a result of this realignment. Therefore, no additional CEQA analysis was required.

Page 38, Objective 2

The following strategies from the W-trans report, which was included as an appendix to the draft document and incorporated into the draft report, were added to this objective in the management plan.

Strategies:

- Implement the proposed crossing treatment recommendations made by traffic consultant on crossing Norrbom Road as illustrated in Figures 6 and 7.
- Maintain sight distance along both crossings by keeping vegetation and other obstacles out of the sight lines for trail users and approaching motorists.
- Clear vegetation near the edge of the roadway along the Sonoma Veteran's Memorial crossing that measures between two and eight feet off of the ground to improve sight distance at the lower, 1<sup>st</sup> St. West crossing.
- Maintain roadside vegetation to ensure visibility of warning signs to pedestrians.

Page 40

Figures from the W-trans report were inserted into the document here.

Page 41

"Trail construction would be phased over a two year period to allow the District to develop funding sources." was added at the end of paragraph 3.

## Initial Study

### *I. Aesthetics*

#### Checklist

a. The sentence, "A visual simulation of the after condition was performed for the trail across the 9-acre parcel (Figures 1 and 2)." after the second sentence. Figures 1 and 2 were also inserted.

### *IV. Biological Resources*

#### Checklist

b. The check mark was moved from the "Less Than Significant with Mitigation Incorporation" to the "Less Than Significant Impact" column because although there are two ephemeral drainages and two ephemeral ditches on the site, there are no year-round streams on the site. There is no presence of typical riparian plants such as willow, cottonwood, wild rose, or box elder. Any riparian habitat associated with those drainages is not expected to be affected by the construction of the trail, which will be constructed to cross the drainage using either existing rocks or boulders within the drainages or a small bridge with footings outside the drainage. Visitors will be expected to stay on the trail and hard rock surface.

#### Discussion

c. "The trail crosses a swale in one location for a combined affected area of less than 100 square feet. In this case rip rap would be constructed (see attached) and grade maintained." has been changed to "The trail crosses a swale in one location. The swale will be spanned by a boardwalk or puncheon structure and the underlying wetland area will be unaffected."

The subsequent mitigation measure was removed because the impact was eliminated. The mitigation measure was also removed from the mitigation monitoring plan.

## **Mitigation Monitoring Reporting Program**

Page a-1, last sentence. The word “are” replaced “will be.”

Page IS – 2, Mitigation measure for III, paragraph 2, last sentence:

The word “/or” was inserted between “and” and “roads below the level...”

Page A-3, Biological Resources

The adverse affect that necessitated this measure was avoided so the mitigation measure for this resource was removed.

Page A-4, Mitigation Measure for Cultural Resources, Timing requirement 3:

The words “or During Construction” were added after both occurrences of “General Surface Inspection.”

Page A-6, Hydrology and Water Quality, Monitoring and Verification Entity:

“Sonoma County Agricultural Preservation and Open Space District” has been added before “Regional Water Quality Control Board.”

## **Appendices**

### *Appendix B*

Two public contacts were added to this summary.

### *Appendix I*

A cost for realigning the intersection footprint at 5th St. West and Verano (Figure 8) was added to this table.

### *Appendix J*

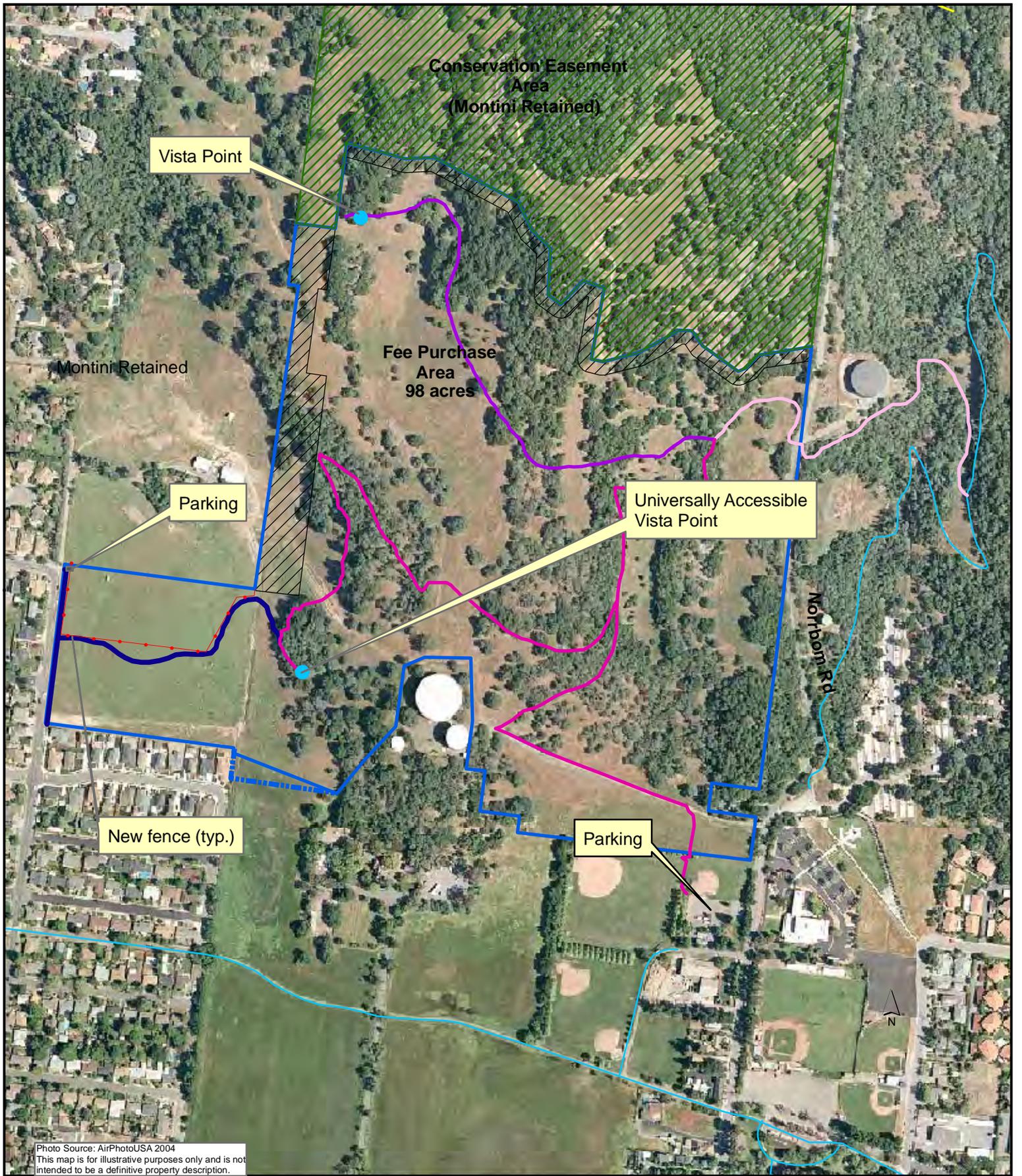
Additional names were added to the list of preparers.



Figure 1. View of 9-acre parcel with no improvements



Figure 2. View of 9-acre parcel with proposed trail



# Montini Open Space Preserve Draft Management Plan

### Legend

- Lower Trail
- Upper Trail
- Fenced Trail
- Rattlesnake Cutoff
- Overlook Trail and other Regional Trails
- Boundary Buffers
- District Holdings**
- Symbol**
- Montini Open Space Preserve
- Conservation Easement
- Corrected boundary

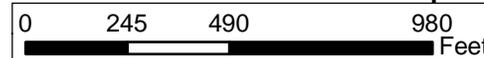
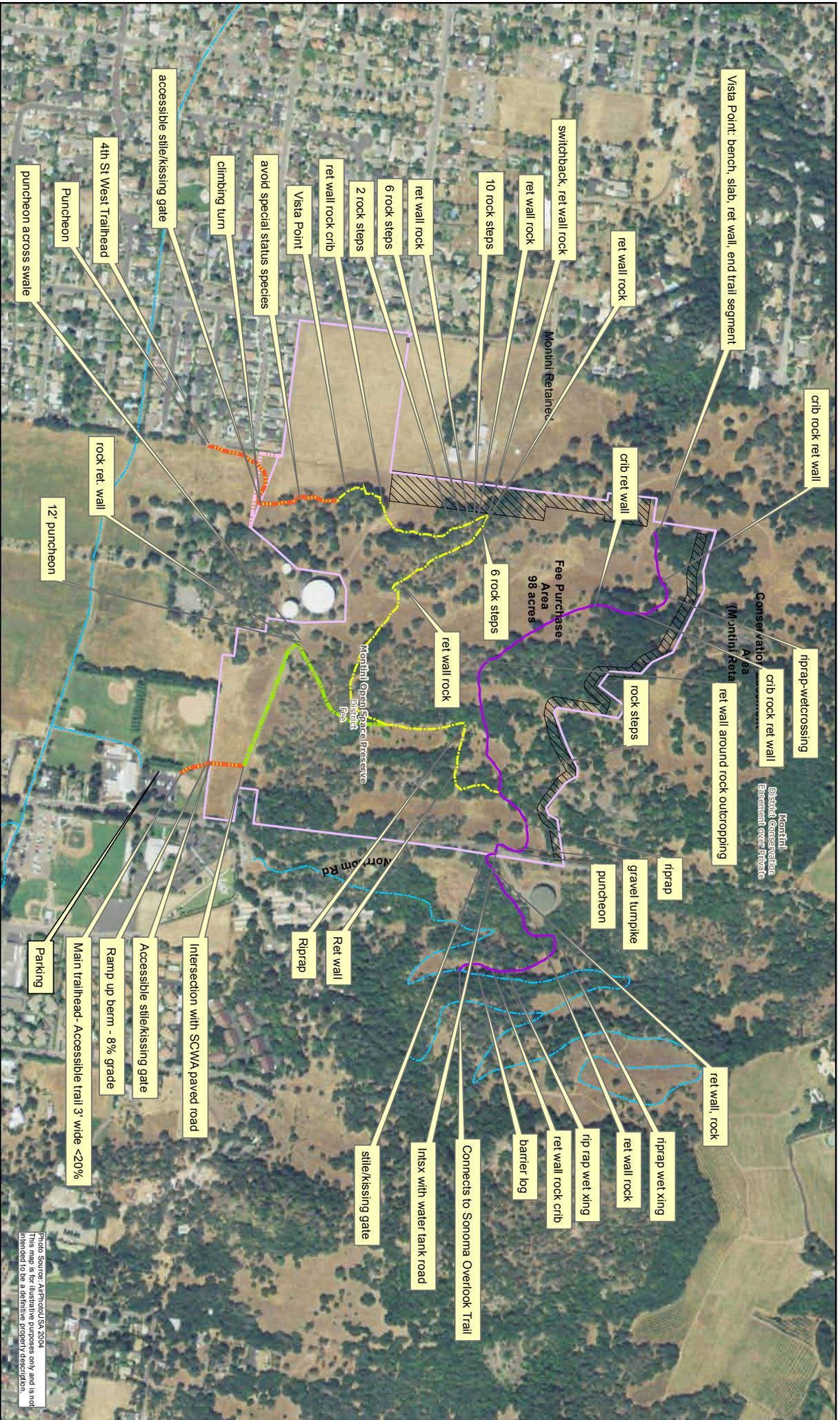


Figure 5. Trails and Facilities

EXHIBIT C  
(Scope of Work for Capital Improvements)

District will cause approximately 1.8 miles of pedestrian trail to be constructed on and connecting to the Property as follows:

1. Working with the Sonoma Overlook Trail Task Force, the City of Sonoma, California State Parks, the Sonoma Ecology Center and other partners, construct and maintain trail (Attachment 1) in accordance with the prescriptions in the trail logs (Attachment 2) and the approved plans and specifications.
2. Eliminate the ranch road leading up to the water tanks and re-contour that area in accordance with the recommendations of Pacific Watershed Associates.
3. The trail will be constructed to State Parks Trails Handbook guidelines, where feasible, to obtain maximum durability and sustainability.
4. Construct the trail to conform to the guidelines described in the final report of the Regulatory Negotiation Committee on Accessibility Guidelines for Outdoor Developed Areas where feasible.
5. Install self-closing and/or kissing gates at trail heads (Appendix G to Management Plan).
6. Construct an information kiosk at the First Street West and Fourth Street West trailheads with a bulletin board for information.
7. Link the trail on the Preserve to the Sonoma Overlook Trail via the Rattlesnake Cutoff spur.
8. Install directional trail signs.
9. Protect the narrow-anthered brodiaea and Franciscan onion with barriers.
10. Install ADA parking spot on Fourth Street West adjoining Fourth Street West trailhead.



# Montini Open Space Preserve

## Trail Features

Attachment 1 - Exhibit C

- Segment A
- Segment B
- Segment C
- Corrected boundary
- Montini Open Space Preserve
- Boundary Buffers
- Overlook Trail and other Regional Trails

Scale: 0, 250, 500, 1,000 Feet



Photo Source: Appendix A, 2008  
 This map is for illustrative purposes only and is not intended to be a definitive property description.

- crib rock ret wall
- riprap-welcrossing
- crib rock ret wall
- ret wall around rock outcropping
- ret wall, rock
- riprap wet xing
- ret wall rock
- riprap wet xing
- ret wall rock crib
- barrier log
- Connects to Sonoma Overlook Trail
- Insx with water tank road
- stille/kissing gate
- Ret wall
- Riprap
- Intersection with SCWA paved road
- Accessible stille/kissing gate
- Ramp up berm - 8% grade
- Main trailhead- Accessible trail 3' wide <20%
- Parking
- riprap
- gravel turnpike
- puncheon
- Fee Purchase Area 98 acres
- ret wall rock
- 6 rock steps
- crib ret wall
- crib rock ret wall
- Montini Retained Area
- switchback, ret wall rock
- ret wall rock
- 10 rock steps
- ret wall rock
- 6 rock steps
- 2 rock steps
- ret wall rock crib
- Vista Point
- avoid special status species
- climbing turn
- accessible stille/kissing gate
- 4th St West Trailhead
- Puncheon
- puncheon across swale
- 12' puncheon
- rock ret. wall
- riprap
- ret wall, rock
- riprap wet xing
- ret wall rock
- riprap wet xing
- ret wall rock crib
- barrier log
- Connects to Sonoma Overlook Trail
- Insx with water tank road
- stille/kissing gate
- Ret wall
- Riprap
- Intersection with SCWA paved road
- Accessible stille/kissing gate
- Ramp up berm - 8% grade
- Main trailhead- Accessible trail 3' wide <20%
- Parking
- riprap
- gravel turnpike
- puncheon
- Fee Purchase Area 98 acres
- ret wall rock
- 6 rock steps
- crib ret wall
- crib rock ret wall
- Montini Retained Area
- switchback, ret wall rock
- ret wall rock
- 10 rock steps
- ret wall rock
- 6 rock steps
- 2 rock steps
- ret wall rock crib
- Vista Point
- avoid special status species
- climbing turn
- accessible stille/kissing gate
- 4th St West Trailhead
- Puncheon
- puncheon across swale
- 12' puncheon
- rock ret. wall

# TRAIL WORK LOG

## Trail Segment A - Sonoma Overlook Trail to Vista Point

Feet	Action	Feature	Size/Qty			Units	Comment	Total
			L	W	H			
0		intersection					with Overlook Trail	<b>0</b>
0	install	sign, metal	1			ea		<b>1</b>
0	const.	Trail	4115			lin ft	36 inch trail tread	<b>4,115</b>
86	install	barrier log	34	1		sq ft	to prevent cutting at intersection	<b>34</b>
195	const.	retaining wall rock, crib	10	1	1.00	cu ft	under tree to protect roots	<b>10</b>
250	export	soil	20	3	0.50	cu ft	away from drainage	<b>30</b>
260	const.	rip rap	8	2	1.00	cu ft	wet crossing	<b>16</b>
427	excavate	rock, soft	50	3	0.50	cu ft	soft, unconsolidated	<b>75</b>
509	excavate	rock,hard	30	3	0.50	cu ft	hard, large boulders	<b>45</b>
536	const.	retaining wall rock	18	3	1.00	cu ft	raise trail above tree	<b>54</b>
560	export	soil	60	3	0.50	cu ft	away from drainage	<b>90</b>
612	const.	rip rap	10	5	1.00	cu ft	wet crossing	<b>50</b>
629	excavate	rock, hard	274	3	1.00	cu ft	hard, large boulders	<b>822</b>
721	const.	retaining wall rock	12	2	3.00	cu ft	around tree and boulders	<b>72</b>
806	const.	retaining wall rock	30	2	2.00	cu ft	around rock outcrops	<b>120</b>
904	const.	retaining wall rock	15	2	2.00	cu ft	around rock outcrops	<b>60</b>
978	excavate	rock, soft	233	4	0.50	cu ft	soft, unconsolidated	<b>466</b>
1182	remove	down tree	1			ea	2' dia.	<b>1</b>
1211	const.	retaining wall rock	13	2	3.00	cu ft	around tree and boulders	<b>78</b>
1253	remove	trash					homeless encampment	<b>0</b>
1312	excavate	rock, soft	45	3	1.00	cu ft	soft, unconsolidated	<b>135</b>
1357		intersection					water tank road	<b>0</b>
1453		road crossing						<b>0</b>
1467	const.	puncheon	8			lin ft	4' wide across ditch	<b>8</b>
1507	const.	turnpike, gravel	215			lin ft	3' wide x 6" depth	<b>215</b>
1659	const.	rip rap	16	4	1.00	cu ft	wet crossing	<b>64</b>
1786	excavate	rock, soft	30	3	1.00	cu ft	through quarry talus	<b>90</b>
1896		intersection					with segment B	<b>0</b>
1975	const.	steps, rock	11	3	1.00	cu ft	7 steps 3' wide	<b>33</b>
2130	excavate	rock, soft	25	3	0.50	cu ft	through quarry talus	<b>38</b>
2275	excavate	rock, soft	150	4	1.00	cu ft	through quarry talus	<b>600</b>
2515	excavate	rock, soft	390	4	0.50	cu ft	rocky substrate and loose rocks near surface	<b>780</b>
2667	excavate	rock, hard	55	4	1.00	cu ft	hard, large boulders	<b>220</b>
2675	const.	retaining wall rock	12	2	3.00	cu ft	around rock outcrops	<b>72</b>
2692	const.	retaining wall rock	12	2	3.00	cu ft	around rock outcrops	<b>72</b>
3325	const.	retaining wall rock,crib	10	1	1.00	cu ft	around tree and boulders	<b>10</b>
3325	excavate	rock, hard	70	4	1.00	cu ft	hard, large boulders	<b>280</b>



# TRAIL WORK LOG

Trail Segment B from 4th Street to Segment A

Feet	Action	Feature	Size/Qty			Units	Comment	Total
			L	W	H			
0		Trailhead					4th Street	0
0		roadside curb					Improvements & accessible work by others	0
0	install	sign	1			ea	Location & Distance	1
0	brush	trail	4375			lin ft	light	4,375
0	clear	trail	4375			lin ft	light	4,375
0	construct	trail accessible	983			lin ft	3' width	983
0	install	rock armoring accessible	300			lin ft	<300', .5' thick, crowned surface	300
15	construct	Puncheon	12	4.0		ft.	Across Drainage	48
300	install	rock armoring accessible	500			lin ft	>300' <800', .5' thick, crowned surface	500
481	construct	climbing turn, accessible	1			ea		1
522		corner					of climbing turn	0
522	install	wire fence	50			lin ft	barrier between climbing turn legs	50
559	install	accessible stile	1			ea	where trail goes through cattle fence	1
559	outslope	accessible trail surface						0
609	excavate	rock, hard	10	1.0	3.0	cu ft	consolidated imbedded hard rock	30
737	excavate	rock, hard	12	1.0	3.0	cu ft	consolidated imbedded hard rock	36
757	excavate	rock, hard	8	2.0	2.0	cu ft	consolidated imbedded hard rock	32
780	excavate	rock, hard	14	1.0	3.0	cu ft	consolidated imbedded hard rock	42
800	install	rock armoring accessible	183			lin ft	>800' <1300', .5' thick, outsloped surface	183
802	excavate	rock, hard	1	1.0	1.0	cu ft	consolidated imbedded hard rock	1
822	excavate	rock, hard	22	1.0	3.0	cu ft	consolidated imbedded hard rock	66
850	excavate	rock, hard	50	1.0	2.0	cu ft	consolidated imbedded hard rock	100
943	excavate	rock, hard	10	0.5	2.0	cu ft	consolidated imbedded hard rock	10

953	construct	armored swale crossing	10	1.0	4.0	cu ft	accessible grades	<b>40</b>
970	construct	retaining wall rock multi tier	30	3.0	2.0	cu ft	overlook for accessible trail	<b>180</b>
973	remove	water pipe					where it crosses trail & overlook	<b>0</b>
973	install	bench, accessible	1			ea	at overlook	<b>1</b>
983	end	accessible trail segment						<b>0</b>
983	construct	trail, pedestrian	3392			lin ft	3' width	<b>3,392</b>
1008	excavate	rock, hard	45	2.0	3.0	cu ft	use rock on accessible overlook	<b>270</b>
1015	construct	retaining wall rock multi tier	12	3.0	2.0	lin ft	use rock from 1008'	<b>72</b>
1053	excavate	rock, hard	30	1.0	3.0	cu ft	consolidated imbedded hard rock	<b>90</b>
1103	excavate	rock, hard	20	2.0	3.0	cu ft	consolidated imbedded hard rock	<b>120</b>
1135	excavate	rock, hard	30	1.0	2.0	cu ft	consolidated imbedded hard rock	<b>60</b>
1186	excavate	rock, hard	20	2.0	3.0	cu ft	consolidated imbedded hard rock	<b>120</b>
1232	excavate	rock, hard	1	1.0	1.0	cu ft	consolidated imbedded hard rock	<b>1</b>
1257	excavate	rock, hard	40	1.0	2.0	cu ft	consolidated imbedded hard rock	<b>80</b>
1300		post from old fence line					skip over old roadbed, needs to be rehabilitated before trail construction	<b>0</b>
1496	construct	retaining wall rock single tier	20	1.5	1.0	cu ft	support trail tread below tree	<b>30</b>
1558	excavate	rock, hard	3	2.0	3.0	cu ft	consolidated imbedded hard rock	<b>18</b>
1610	construct	retaining wall rock multi tier	10	2.0	2.0	cu ft		<b>40</b>
1629	excavate	rock, hard	14	2.0	2.0	cu ft	consolidated imbedded hard rock	<b>56</b>
1643	construct	steps, rock framed	9	1.0	6.0	cu ft	6 steps	<b>54</b>
1649	excavate	rock, hard	3	2.0	3.0	cu ft	consolidated imbedded hard rock	<b>18</b>
1659	excavate	rock, hard	13	1.0	3.0	cu ft	consolidated imbedded hard rock	<b>39</b>
1672	excavate	rock, hard	4	1.0	3.0	cu ft	consolidated imbedded hard rock	<b>12</b>
1689	excavate	rock, hard	3	2.0	3.0	cu ft	consolidated imbedded hard rock	<b>18</b>
1689	construct	steps, rock framed	12	1.0	6.0	cu ft	8 steps	<b>72</b>

1729	construct	step through drain	14	1.0	4.0	cu ft	step down & out of water crossing	<b>56</b>
1741	construct	steps, rock framed	6	1.0	6.0	cu ft	4 steps	<b>36</b>
1742	excavate	rock, hard	3	3.0	3.0	cu ft	consolidated imbedded hard rock, incorporate into steps	<b>27</b>
1752	construct	armored swale crossing	6	1.0	4.0	cu ft	collect sheet drainage from rock outcrop above	<b>24</b>
1765	construct	retaining wall rock multi tier	17	3.0	2.0	cu ft	support outside edge of trail	<b>102</b>
1782	excavate	rock, hard	5	1.0	2.0	cu ft	consolidated imbedded hard rock	<b>10</b>
1805	excavate	rock, hard	2	1.0	2.0	cu ft	consolidated imbedded hard rock	<b>4</b>
1812	excavate	rock, hard	2	1.0	2.0	cu ft	consolidated imbedded hard rock	<b>4</b>
1818	construct	retaining wall rock multi tier	10	2.5	2.0	cu ft	support outside edge of trail	<b>50</b>
1832	construct	retaining wall rock multi tier	10	3.0	2.0	cu ft	support outside edge of trail	<b>60</b>
1842	construct	retaining wall rock multi tier	14	4.0	3.0	cu ft	support outside edge of trail	<b>168</b>
1860	construct	retaining wall rock multi tier	5	4.0	3.0	cu ft	support outside edge of trail	<b>60</b>
1867	construct	switchback	1			ea		<b>1</b>
1867							switchback corner	<b>0</b>
1867	construct	retaining wall rock multi tier	6	4.0	2.0	cu ft	support outside edge of switchback corner	<b>48</b>
1867	construct	retaining wall rock multi tier	12	3.0	2.0	cu ft	between upper and lower legs at the inside of the SB corner	<b>72</b>
1875	excavate	rock, hard	1	1.0	1.0	cu ft	consolidated imbedded hard rock	<b>1</b>
1886	construct	rock barrier	30	3.0	3.0	cu ft	use local rock <100'	<b>270</b>
1897	excavate	rock, hard	15	1.0	2.0	cu ft	consolidated imbedded hard rock	<b>30</b>
1912	construct	steps, rock framed	6	1.0	6.0	cu ft	3 steps, incorporate into existing rock	<b>36</b>
1920	excavate	rock, hard	8	2.0	3.0	cu ft	consolidated imbedded hard rock	<b>48</b>
1931	construct	steps, rock framed	6	1.0	6.0	cu ft	3 steps	<b>36</b>
1945	excavate	rock, hard	3	2.0	3.0	cu ft	consolidated imbedded hard rock	<b>18</b>
1954	construct	armored swale crossing	8	1.0	4.0	cu ft		<b>32</b>
1973	excavate	rock, hard	6	2.0	3.0	cu ft	consolidated imbedded hard rock	<b>36</b>

1993	excavate	rock, hard	4	1.0	3.0	cu ft	consolidated imbedded hard rock	<b>12</b>
2060	excavate	rock, hard	10	1.0	3.0	cu ft	consolidated imbedded hard rock	<b>30</b>
2076	construct	step, rock framed	2	1.0	6.0	cu ft	1 step, incorporate into existing rock	<b>12</b>
2153	construct	steps, rock framed	4	1.0	6.0	cu ft	2 steps	<b>24</b>
2174	excavate	rock, hard	1	1.0	1.0	cu ft	consolidated imbedded hard rock	<b>1</b>
2262	excavate	rock, hard	1	1.0	1.0	cu ft	consolidated imbedded hard rock	<b>1</b>
2268	excavate	rock, hard	2	1.0	1.0	cu ft	consolidated imbedded hard rock	<b>2</b>
2285	excavate	rock, hard	1	0.5	1.0	cu ft	consolidated imbedded hard rock	<b>1</b>
2288	excavate	rock, hard	60	0.5	2.0	cu ft	consolidated imbedded hard rock	<b>60</b>
2352	excavate	rock, hard	30	1.0	2.0	cu ft	consolidated imbedded hard rock	<b>60</b>
2454							access road form water tanks, use for hauling materials	<b>0</b>
2454							trail traverses across a flat hillslope, monitor for future armoring	<b>0</b>
2675	excavate	rock, soft	160	0.5	3.0	cu ft	loose unconsolidated rock at the surface	<b>240</b>
3080	excavate	rock, soft	90	0.5	3.0	cu ft	loose unconsolidated rock at the surface	<b>135</b>
3252	excavate	rock, hard	4	3.0	3.0	cu ft	consolidated imbedded hard rock	<b>36</b>
3277	construct	retaining wall rock, multi tier	30	2.0	2.0	cu ft	barrier between switchback legs	<b>120</b>
3268	construct	switchback	1			ea	pedestrian	<b>1</b>
3353		junction					intersection of segment b trail to the water tank road	<b>0</b>
3542	excavate	rock, soft	140	0.5	2.0	cu ft	loose unconsolidated rock at the surface	<b>140</b>
3732	construct	armored swale crossing	16	1.0	5.0	cu ft		<b>80</b>
3907	excavate	rock, soft	50	0.5	2.0	cu ft	loose unconsolidated rock at the surface	<b>50</b>
3957	construct	armored swale crossing	16	1.0	5.0	cu ft	across mouth of quarry, wet in winter	<b>80</b>
3976	excavate	rock, hard	52	2.0	4.0	cu ft	combination of quarry talus & consolidated imbedded hard rock	<b>416</b>



## TRAIL WORK LOG

Trail Segment C from Field Of Dreams to Segment B

Feet	Action	Feature	Size/Qty			Units	Comment	Total
			L	W	H			
0	begin	Field of Dreams						<b>0</b>
0	brush	trail	1091			lin ft	light	<b>1,091</b>
0	clear	trail	1091			lin ft	light	<b>1,091</b>
0	construct	accessible trail	341			lin ft	pedestrian 3' width	<b>341</b>
0	construct	trail hardening aggreg	341			lin ft	accessible surfacing	<b>341</b>
124	construct	ramped trail section	43			lin ft	8% max slope	<b>43</b>
167	install	accessible stile	1			ea		<b>1</b>
341	intersect	paved road						<b>0</b>
1156	intersect	trail	750			lin ft	pedestrian 3' width	<b>750</b>
1165	construct	puncheon	12	4.0		sq ft	across drainage swale	<b>48</b>
1170	construct	rock retaining wall	10	1.0	2.0	cu ft	x-ing approach puncheon	<b>20</b>
1513	excavate	soft rock	180	3.0	0.5	cu ft	shallow near surface	<b>270</b>
1543	excavate	hard, large rock	30	3.0	2.0	cu ft	large boulder outcrop	<b>180</b>
1794	excavate	soft rock	150	3.0	0.5	cu ft	shallow near surface	<b>225</b>
1906	junction	segment B					end	<b>0</b>

EXHIBIT D  
(Approved Workplan)

EXHIBIT E  
FORM OF GRANT DEED

**RECORDING REQUESTED BY:**  
Fidelity National Title Company  
**Escrow No.:** 12-490510445-LOH  
**Locate No.:** CAFNT0949-0949-0005-0490510445  
**Title No.:** 12-490510445-CD

**When Recorded Mail Document  
and Tax Statement To:**  
City of Sonoma

APN: 018-011-017; 018-021-006, 018-031-003 & 018-071-007; 127-051-105 & 127-051-106 SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

**The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$ -0-**

- [ ] computed on full value of property conveyed, or
- [ ] computed on full value less value of liens or encumbrances remaining at time of sale,
- [ ] Unincorporated Area City of **Sonoma**,

**"The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922."**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Sonoma County Agricultural Preservation and Open Space District, an open space district duly organized under the laws of the State of California

**hereby GRANT(S) to** City of Sonoma

**the following described real property in the City of Sonoma, County of Sonoma, State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RESERVING THEREFROM easements for conservation purposes as further described and defined in those certain "Deed and Agreement By and Between City of Sonoma and the Sonoma County Agricultural Preservation and Open Space District Conveying a Conservation Easement and Assigning Development Rights" and "Montini Open Space Preserve Recreation Conservation Covenant" recorded concurrently herewith.

DATED: March 12, 2013

State of California )  
County of Sonoma ) Sonoma County Agricultural Preservation and Open Space District

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public  
(here 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 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.

By: \_\_\_\_\_  
David Rabbitt, Board President

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)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

Escrow No.: 12-490510445-LOH  
Locate No.: CAFNT0949-0949-0005-0490510445  
Title No.: 12-490510445-CD

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SONOMA (TRACTS ONE AND TWO) AND IN AN UNINCORPORATED AREA (TRACTS THREE AND FOUR), COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Tract One:

All that real property situated in the City of Sonoma, County of Sonoma, State of California, being a port of Lot 7 and Lot 9 as shown on that certain Map entitled "Map of the Subdivision of the Haraszthy Tract Sonoma, Sonoma County, Cal.," filed on May 21, 1896 in Book 11 of Maps, Page 10, Sonoma County Records, more particularly described as follows:

Beginning at the 1/2 inch iron pipe, which marks the Northeast corner of Lot 5 of Haraszthy Tract as she on that certain Map entitled "Map of Marian Estates, a Subdivision of the lands of Dale Wheeler, et al," filed on June 25, 1980 in Book 308 of Maps at Pages 17-18, Sonoma County Records; thence running along the Eastern line of said Lot 7, North 07° 34' 20" East 298.37 feet to a point on said Easter line, said point also being the true point of beginning; thence continuing along said Eastern line of Lot 7 and the Eastern line of said Lot 9, North 07° 34' 20" East 570.78 feet to the Northeast corner of said Lot 9; thence along North line of said Lot 9, North 82° 37' 14" West 701.58 feet to a point of the Eastern line of that land as described in Grant Deed to the City of Sonoma filed under Document No. 1983-033616, Sonoma County Records; thence along said Eastern line, South 06° 55' 38" West 569.47 feet to a point on said Eastern line; thence leaving said point, South 82° 30' 40" East 695.16 feet to the true point of beginning.

Said parcel is described pursuant to a Certificate of Compliance and Lot Line Adjustment Application approved by the City of Sonoma with a Certificate of Approval recorded November 30, 2004, under Document No. 2004-178958, Sonoma County Records.

APN: 018-011-017

Tract Two:

Lots Numbered 313, 314, 315, 316, 317, 318, 323, 324, 325, 326, 327, 328, 341, 342, 343, 344, 345 346, 351, 352, 353, 354, 355, 356, 369, 370, 371, 372, 373, 374, 379, 380, 381, 382, 387, 388, 8, 9, 10, 11, 12, 29 and 30, together with that portion of third Street West lying between the Northerly line of Vallejo or Spain Street and the Southerly line of Alpes Street; that portion of Second Street West lying between the Northerly line of Ray or Turkey Street and the Southerly line of Alpes Street and those certain portions of Lyon or Brazil Street, Mccracken or Portugal Street and Ray or Turkey Street lying between the Easterly line of fourth Street West and the Westerly line of Salvadore or First Street West; all as said lots and Streets are delineated and so designated upon the Map of the Pueblo of Sonoma, Sonoma County, State of California.

Saving and Excepting therefrom, however, the following:

1. That portion thereof described in the Deed from M.G. Vallejo, et ux, to Willia Still, dated May 11, 1881 and recorded May 13, 1881, in Liber 73 of Deeds, Page 556, Sonoma County Records.
2. That portion thereof described in the deed from M.G. Vallejo, et ux, to Angelo Caminata, dated December 28, 1885 and recorded January 5, 1886, in Liber 99 of Deeds, Page 16, Sonoma County Records.
3. That portion thereof described in the deed from M.G. Vallejo, et ux, to Pietro Bacala, et al, dated august 19, 1889 and recorded August 21, 1889, in Liber 121 of Deeds, Page 496, Sonoma County Records.
4. That portion thereof described in the Deed from M.G. Vallejo. et ux, to Giovani Minoggio, et al, dated October 1, 1889 and recorded October 2, 1889, in Liber 122 of Deeds, Page 165, Sonoma County Records.
5. That portion thereof conveyed by M.G. Vallejo, et ux, to San Francisco and North Pacific Railway Company, for railroad

purposes, by deed dated December 30, 1889, and recorded January 16, 1890, in Liber 124 of Deeds, Page 88, Sonoma County Records.

6. That portion thereof conveyed by M.G. Vallejo, et ux, to Sonoma and Santa Rosa Railroad Company, for right of way purposes by deed dated December 23, 1881 and recorded March 10, 1890, in Liber 125 of Deeds, Page 276, Sonoma County Records.

7. That portion thereof described in the Deed from Louisa V. De Emparan, et al, to Giacomo Mazza, dated January 11, 1902 and recorded January 24, 1902, in Liber 197 of Deeds, Page 37, Sonoma County Records.

8. That portion thereof described in the Deed from Luisa V. De Emparan, et al, to Enrico Eraldi, et ux, dated December 26, 1903 and recorded February 1, 1904, in Liber 208 of Deeds, Page 580, Sonoma County Records.

9. That portion thereof described in the deed from Luisa V. De Emparan, et al, to Patrick Mcauliffe, dated July 31, 1907 and recorded August 5, 1907, in Liber 237 of Deeds, Page 357, Sonoma County Records.

10. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Benigno Marmori, dated September 17, 1908 and recorded December 31, 1908, in Liber 252 of Deeds, Page 267, Sonoma County Records.

11. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Francesco Conevari, dated November 10, 1908 and recorded November 20, 1908, in Liber 252 of Deeds, Page 66, Sonoma County Records.

12. That portion thereof described in the deed from Luisa V. Emparan, a widow, and Maria V. Cutter, a widow, also known as and called Luisa V. De Emparan and Maria V. De cutter, to Sonoma Water & Irrigation Co., a corporation, dated November 1, 1925 and recorded December 22, 1925, in Liber 127 of Official Records of Sonoma County, Page 272.

13. That portion thereof described in the Deeds from Leo Harry Cutter, et al, and Louisa V. De Emparan, to State of California, dated April 10, 1933 and May 31, 1933, respectively, and recorded June 7, 1933, in Liber 341 of Official Records of Sonoma County, Pages 179 and 180.

14. That portion thereof conveyed by M.G. Vallejo, et ux, to Henry Weyl, dated April 1, 1887 and recorded April 1, 1887, in Book 103 of Deeds, Page 584, Sonoma County Records.

15. That portion thereof conveyed by William Montini, et ux, to Francis Montini Buratto, dated March 7, 1951 and recorded March 12, 1951, in Book 1033 Official Records, Page 375, Sonoma County Records.

16. That portion thereof described in the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610, Sonoma County Records.

17. That portion thereof conveyed by Annie Montini to the City of Sonoma by Deed, dated April 21, 1977, in Book 3224, Page 451, Sonoma County Records.

18. That portion thereof conveyed by Annie Montini to the Sonoma County Water Agency by deed dated January 17, 1992, Series Number 1992 0026694, Sonoma County Records.

19. That portion lying North of the Southerly line of Alpes Street as shown on the Map of the Pueblo of Sonoma.

20. That portion lying West of Third Street West and South of Lyon Street as shown on the Map of the Pueblo of Sonoma.

21. Those portions lying Westerly and Southerly of the Northerly boundary lines of the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610 and in the grant deed to the City of Sonoma by Deed recorded April 28, 1977, in Book 3224, Page 451, Sonoma County Records.

22. That portion thereof conveyed to Graham Bennett in deed recorded November 11, 2005, as Instrument No. 2005 0169858, Sonoma County Records.

APN's: 018-021-006, 018-031-003 & 018-071-007

Tract Three:

A portion of Parcel Four of the lands of Montini as described by Deed record under Document No. 1998-0157630, more particularly described as follows:

Beginning at the Northeasterly corner of Lot No. 313, as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff, per Record of Survey filed in Book 594 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tag LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a se 1/2" iron pipe tagged LS 5092; thence South 61° 46' 1/2" West, 94.67 feet to set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet; thence South 6° 34' 55" West, 1053.87 feet to the Northerly line of Lot 315 as delineated on said Map; thence South 82° 59' 23" East, 680.90 feet along the Northerly line of Lots 315, 314 and 313 as delineated on said Map, to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100, ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA#04-0085, on file in the Office of the Sonoma County Permit and Resource Management Department. It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-105

Tract Four:

A portion of Parcel Four of the lands of Montini as described by deed Records under Document No. 1998-0157630, more particularly described as follows:

Commencing at the Northeasterly corner of Lot No. 313 as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff per Record of Survey filed in Book 549 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a set 1/2" iron pipe tagged LS 5092; thence South 61° 46' 12" West, 94.67 feet to a set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet the true point of beginning; thence South 75° 55' 36" West, 37.05 feet, to set 1/2" iron pipe tagged LS 5092; thence South 75° 59' 23" West, 38.95 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 77° 24' 10" West, 43.32 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 10° 23' 58" East, 264.63 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 71° 21' 47" West, 82.08 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 42° \_' 25" West, 118.20 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 47" West, 59.14 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 3° 19' 21" East, 170.66 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 46° 46' 03" West, 95.58 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 25° 48' 00" West, 113.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 61° 57' 52" West, 347.76 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 87° 18' 02" West, 106.23 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 74° 48' 25" West, 96.85 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 75° 08' 52" West, 124.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 7° 36' 40" West, 314.46 feet, to set 1/2" iron pipe tagged LS 5092; thence North 82° 23' 20" West, 143.00 fee to a set 1/2" iron pipe tagged LS 5092 and a point on an agreed boundary line file under Document No. 2005-116365, Sonoma County Records; thence the following courses along said line: South 7° 36' 40" West, 225.00 feet, to a set 1/2" iron pipe tagged LS 5092, South 81° 30' 00" East, 38.28 feet, to a set 1/2" iron pip tagged LS 5092, South 8° 11' 00" West, 1137.59 feet, to a set 1/2" iron pipe tagged LS 5092, South 7° 35' 54" West, 27.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 82° 59' 23" East, 1239.47 feet along the Northerly line of Lots 318, 317, 316 and 316 as delineated on said Map, to a point which bears South 6° 34' 55" West, 1053.87 feet from the point of beginning; thence North 6° 34' 55" East, 1053.87 feet to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by Deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100 ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA # 04-0085 on file in Office of the Sonoma County Permit and Resource Management Department, It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-106

EXHIBIT F

CONSERVATION EASMENT  
(California Civil Code §§815 *et seq.*)

**RECORDING REQUESTED BY AND  
RETURN TO:**

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

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Free Recording per Gov't Code Sec 6103

DEED AND AGREEMENT  
BY AND BETWEEN  
CITY OF SONOMA  
AND  
THE SONOMA COUNTY AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT  
CONVEYING A CONSERVATION EASEMENT  
AND  
ASSIGNING DEVELOPMENT RIGHTS

The City of Sonoma ("GRANTOR"), a California General Law City, 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 August 2, 2005, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. 05-0717, that the acquisition of fee title to the Property was consistent with the Sonoma County General Plan (specifically the Plan's Open Space and Resource Conservation Elements), because the Property will ensure the preservation of the rural character of the hillside, and will ensure that the scenic woodlands and meadows are protected in perpetuity. The low-intensity public outdoor recreational use is consistent with preservation of the Property's open space values within the scenic viewshed.

D. On July 14, 2005 the Directors of the Sonoma County Open Space Authority determined, by its Resolution No. 2005-011, that the acquisition of fee title of the Property was consistent with the Open Space Authority's Expenditure Plan.

E. On November 6, 2007, the DISTRICT's Board of Directors by its Resolution No. 07-0899 authorized the President to execute an Agreement with the County of Sonoma and the County Treasurer for the termination of certain Lease Purchase rights and obligations for six fee title properties, including Montini Ranch.

F. On October 6, 2009, DISTRICT's Board of Directors by its Resolution No. 09-0941, adopted the Mitigated Negative Declaration and Mitigation Monitoring Program and approved the Montini Open Space Preserve Management Plan.

G. On \_\_\_\_\_, the DISTRICT and the GRANTOR entered into a Land Transfer Agreement pursuant to which the DISTRICT has agreed to transfer fee title to the Property to the GRANTOR under certain conditions, including the retention of a conservation easement and recreation conservation covenant by the DISTRICT.

H. In a companion transaction of even date, the DISTRICT and GRANTOR will enter into a Recreation Conservation Covenant to assure that the Property will be available to the public in perpetuity for low-intensity outdoor recreation.

I. On \_\_\_\_\_, the Director of Planning of the City of Sonoma, determined, pursuant to Government Code section 65402, that GRANTOR's acquisition of the Property for purposes of protecting open space lands and scenic hillsides, preserving natural resources and habitat and providing low-intensity recreational opportunities that link to other City trail projects is consistent with the City of Sonoma's 2020 General Plan.

J. On \_\_\_\_\_, the DISTRICT's Board of Directors determined that the DISTRICT's retention of a conservation easement in the Property is consistent with the Sonoma County General Plan (specifically the Plan's Open Space and Resource Conservation Element), because the Property is within a Scenic Landscape Unit, and has sensitive status species habitat, including wetlands. The acquisition ensures protection and enhancement of the Property's natural resources, ensures the preservation of the rural and scenic character of the Property's as seen from the City of Sonoma and the State Highway 12 Scenic Corridor and other vantage points, and provides opportunities for low-intensity public outdoor recreation and education.

K. This Easement will further the goals, objectives and policies of the following adopted local plans: the Sonoma County General Plan 2020; the DISTRICT’s Connecting Communities and the Land, A Long-Range Acquisition Plan; and the DISTRICT’s Strategic Plan.

L. 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 in 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, approximately 98 acres in size, is located in and adjacent to the City of Sonoma. The Property consists of a diversity of vegetation communities including oak woodland, Montane hardwood and grassland. Critical resources on the Property (collectively, “the Conservation Values”), include the following:

2.1 **Natural Resources.** The Property provides habitat for important plant and animal species integral to preserving the natural character of Sonoma County. Native plant communities include blue oak foothill pine, blue oak woodland, montane hardwood, and wet meadow. Native plant species on the Property currently include coast live oak, black oak, blue oak, California bay, California buckeye, manzanita, and other woodland and grassland plant species. This Conservation Easement intends to protect special-status species on the Property, and at the time this Easement is executed, three special-status plant species (Franciscan onion, narrow-anthered brodiaea, and bristly leptosiphon) are known to exist on the Property. The Property’s plant communities provide largely undisturbed habitat for a number of native birds, reptiles, amphibians, insects and mammal species. In addition, the Property provides notable fawning habitat for deer and provides important nesting habitat for ground-nesting birds. The Property is located within a major groundwater basin area. The subsurface water and its drainage patterns on the land protect the biological integrity of the natural resources and habitats, providing a healthful and attractive outdoor environment. GRANTOR and DISTRICT recognize that the Property is an evolving eco-system and that the specific composition of plant and animal

species on the Property may naturally shift over time due to natural forces beyond GRANTOR's control.

2.2 **Scenic Resources.** The Property's open space character includes one of the distinctive ridgelines that surround the City of Sonoma and that is visible from the Highway 12 Scenic Corridor and other public vantage points. The Property provides a central scenic backdrop to the City of Sonoma and its openness and natural condition contribute to the overall rural character and natural setting of the City of Sonoma. For residents and visitors on the Property, the Property offers unobstructed views of Sonoma Valley and beyond to San Pablo Bay.

2.3 **Urban Open Space.** The Property is adjacent to dense urban residential development. Protection of the Property will provide opportunities for residents and visitors of Sonoma County to access and enjoy the natural environment and public open space.

2.4 **Recreation.** The Property will be established by the City of Sonoma as the "Montini Open Space Preserve ("the Preserve"), providing opportunities for low-intensity public outdoor recreation, such as hiking, picnicking, nature study and bird watching. The trails on the Property will link to the Sonoma Overlook Trail. The Property offers enjoyment of its natural features to residents and visitors of Sonoma County.

2.5 **Education.** The Property's natural resources provide educational opportunities for residents and visitors of Sonoma County.

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 be the first priority, preservation and protection of scenic and open space resources shall be the second priority, and preservation and protection of recreational and educational uses shall be the third priority.

## **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 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.

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 in accordance with Section 6.

4.5 **DISTRICT Signage.** DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in conformity with the City of Sonoma's Municipal Code in effect at the time of sign construction or placement ("the Sign Regulations"), 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 or marker shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed the lesser of: (i) thirty-two (32) square feet in size, or (ii) the applicable sign area provided for in the Sign Regulations. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker. GRANTOR shall have the right to include information in the sign acknowledging GRANTOR's funding contribution to the acquisition of the Property and its agreement to accept title to and management responsibilities for the Property.

5. **GRANTOR's Reserved and Restricted Rights.** GRANTOR shall confine use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. 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) Low-intensity 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 low-intensity 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 one-half (0.5) acre of the Property; and

(e) No structure or improvement on the Property shall exceed twelve (12) feet in height.

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 Montini Open Space Preserve Management Plan. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District adopted the Montini Open Space Preserve Management Plan ("Management Plan") for the Property on

October 6, 2009. GRANTOR will manage and operate the Preserve in accordance with this Management Plan. All uses and activities identified in the Management Plan, and all development necessary to implement those uses and activities, 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 activities shall be undertaken in accordance with the terms and conditions of this Easement and in compliance with all applicable laws and regulations.

The Management Plan may be amended, revised or updated from time to time, provided that such amendment, revision or update shall be subject to DISTRICT's prior written approval in accordance with Section 6.1 of this Easement. DISTRICT's review and approval of amendments, revisions and updates to the Management Plan shall be based on the amendment, revision or update's consistency with the terms, conditions and Conservation Purpose of this Easement.

**5.2 Land Uses.** Use of the Property is restricted solely to natural resource protection, habitat restoration and enhancement, and low-intensity public recreational and educational uses as defined in this Section 5.2. Residential, commercial, or industrial use of or activity on the Property is prohibited except for commercial use as reserved in Section 5.2.4.

**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 offsite.

**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 low-intensity public outdoor recreational and educational purposes except as set forth in Section 5.6. Such uses may include, but are not limited to, hiking, picnicking, nature study, habitat restoration training and workshops, outdoor public education programs, and other such uses similar in nature and intensity, and as allowed in the Management Plan. In consideration of the natural resources on the Property and impacts for trail maintenance, bicycling and horseback riding shall not be allowed on the Property. No noise amplification or night lighting is permitted. GRANTOR may charge a nominal fee for associated with the recreational and educational uses as defined in Section 5.2.3, except that no fee may be charged for individual hiking, picnicking, and nature study. All revenue from such fees shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and/or towards educational or recreational programs that take place on the Property.

**5.2.4 Commercial Use.** GRANTOR reserves the right to use the Property for minor ancillary commercial uses, subject to DISTRICT approval. Any revenue generated from commercial uses and activities shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and/or towards educational or recreational programs that take place on the Property.

**5.3 Subdivision and Parcels.** The Property now consists of six (6) Assessor Parcels, held under common ownership. GRANTOR shall not further divide the Property, or any of its constituent parcels 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, of additional parcels which may have previously been created on the Property by prior patent or deed conveyances, subdivisions, or surveys. Notwithstanding the existence of subordinate legal parcels, assessor's parcels or historic parcels, the Property, in its entirety, shall remain under common ownership. GRANTOR shall not place or convey any portion of the Property into ownership separate from the whole of the Property except as expressly provided in subsection 5.3.1.

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 and the consent of a majority of the voters of Sonoma County in an election called and conducted by the DISTRICT's Board of Directors in accordance with Public Resources Code section 5540.6, GRANTOR may voluntarily convey a portion of the Property to a government exclusively for conservation or park purposes.

b) Leases. GRANTOR reserves the right to lease the Property or a portion(s) of the Property for periods of up to twenty-five (25) years for management, restoration or enhancement of natural resources and habitats in accordance with Sections 5.2.2 and 5.5.5; and for livestock grazing in accordance with Sections 5.5.4 and 5.5.5.1; and for the permitted recreational and educational uses described in Section 5.2.3.

c) Lot Line Adjustments. Subject to prior written approval by DISTRICT, GRANTOR may relocate one or more boundary lines between existing parcels within the Property, where the land taken from one parcel is added to a contiguous parcel and does not thereby create a greater number of parcels on the Property than existed at the time of execution of this Easement.

5.3.2 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, or as otherwise provided in the Management Plan or a Revised Plan approved pursuant to Sections 5.1.7 and 6.1 of this Easement. At no time shall structures and improvements on the Property result in impervious surfaces on, cumulatively, more than one half (0.5) acre of the Property. Furthermore, no structure or improvement shall exceed twelve (12) 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 Section 5.4.6.

5.4.2 Structures and Improvements for Recreational and Educational Uses. GRANTOR may construct or place structures and improvements associated with permitted outdoor recreational and educational uses, outside of the Buffer Area shown on the Baseline Site Map and only as follows:

a) Benches, picnic tables, refuse and recycling containers and other similar minor improvements may be constructed or placed without any notice to or approval from DISTRICT.

b) One educational center, not to exceed one thousand (1,000) square feet in size and twelve (12) feet in height, permeable trails and pathways, restrooms, new drinking fountains and irrigation systems, and other similar improvements may be constructed or placed only with prior written approval of DISTRICT.

5.4.3 Public Parking and Access Roads. Subject to prior written approval of DISTRICT, GRANTOR may construct, improve and maintain two permeable public parking areas with paved parking spaces for accessibility as required under the Americans with Disabilities Act, or successor statute then in effect, and permeable access roads, including access to existing wells, as necessary for the permitted uses of the Property. Such improvements must be located outside of the Buffer Area and remain subject to the impervious surface limitations of Section 5.4.

5.4.4 Fences and Gates. Without notice to or approval from DISTRICT, 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. All fencing and gates must i) preserve the scenic values of the Property; and ii) not impede wildlife movement, except where 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 repair and/or replace such fencing and gates only in accordance with the provisions of this Section 5.4.4. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.4, GRANTOR shall remove such fencing or gate from the Property.

5.4.5 Utilities and Energy Resources.

5.4.5.1 Utilities for On-Site Use. 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 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. GRANTOR reserves the right to monitor the water quantity and quality at the two existing wells on the Property.

5.4.5.2 Conduit for Water. In addition, subject to prior written approval of DISTRICT, GRANTOR may construct or place an underground pipe to transport water from an existing City well located off the Property through the Property to connect with pipes located off the Property. Such underground pipe shall be located within the alignment of an access road.

5.4.5.3 Renewable Energy Resources. In addition, subject to prior written approval of DISTRICT, GRANTOR may place or construct improvements for the development and utilization of on-site renewable energy resources for on- or off-site use, including but not limited to wind, solar and geothermal within one (1) area on the Property, provided that such area is located to minimize visual impacts and is less than one quarter of an acre (0.25-acre) in size. GRANTOR may install underground conduits to carry electricity generated from such improvements, provided that all such conduits are underground, are placed and constructed in a manner least intrusive to the Conservation Values of the Property, and any damage done during such installation shall be promptly repaired and the Property restored to its natural condition. 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 5.4.4, provided that such solar panels do not cause the structure or improvement to exceed the height limitation set forth in Section 5.1.5.

5.4.6 Signs. GRANTOR reserves the right to construct signs as set forth in this Section 5.4.6. No sign shall be artificially illuminated.

a) GRANTOR reserves the right to construct or place a maximum of two signs, each not to exceed 32 square feet in size provided that the content of the signs pertains to allowed uses.

b) GRANTOR reserves the right to construct or place signs less than six (6) square feet in size to (i) mark the boundary of the Property; (ii) provide directional, interpretive and educational information; and (iii) set forth Preserve and/or local area rules or regulations applicable to use of the Preserve, 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. Such signs shall be 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 5.4.5, 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 sound, generally accepted conservation practices. The requirement for notice under this Section 5.5.4 may be satisfied by the submission of an annual fire management plan. Fire management methods are limited to:

(a) limited brush removal, mowing and livestock grazing of the Property, or other methods of similar nature and intensity, without need for notice to or approval from DISTRICT, provided that no mowing shall be undertaken in nesting areas during nesting season. Appropriate bird surveys shall be undertaken prior to mowing so as to ensure that nesting areas are avoided during nesting season; 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.

5.5.5 Preservation, Restoration and Enhancement. GRANTOR reserves the right to undertake natural resource 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. GRANTOR may remove or control invasive, non-native plant and animal species that threaten the Conservation Purpose of this Easement or impede the growth of native species, provided the techniques used minimize harm to native wildlife and plants and are in accordance with sound, generally accepted conservation practices.

5.5.5.1 Grassland Management. Where necessary to preserve, restore or enhance grasslands, GRANTOR may engage in livestock grazing in accordance with sound, generally accepted agricultural and soil conservation practices. Grazing shall maintain soil productivity; protect water quality, creeks and riparian zones; maintain or improve the overall

quality of the grassland health; conserve scenic quality; protect unique or fragile natural areas; and conserve native plant and animal species.

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 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; (vi) for natural resource management as set forth in Section 5.5.5, and (vii) as reasonably necessary within footprint of permitted structures and improvements. 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 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.

5.5.12 Outdoor Storage.

a) Materials Required For Permitted Uses. GRANTOR may store materials and supplies required for permitted uses, 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 is and will continue to be a public preserve with trails in perpetuity. GRANTOR, however, reserves the right to exclude the public from the Property in its entirety or from a portion of the Property on a temporary basis to the extent necessary for public health or safety or for preservation or restoration of the Conservation Values of the Property, and/or for up to three weeks per year to allow grazing as part of grassland management activities. 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 of Management Plan.** For purposes of this Easement, it is agreed that the Montini Open Space Preserve Management Plan ("Management Plan") as adopted on October 6, 2009 is deemed to be consistent with the Conservation Purpose of this Easement.

**6.1.1 Amendments, Revisions and Updates.** The Management Plan may be amended, revised or updated (Revised Plan) from time to time. GRANTOR shall use the following procedure to obtain DISTRICT's approval of the Revised Plan. GRANTOR may, at its discretion, at any time, submit a Revised Plan to DISTRICT for its review and approval. If the Revised Plan proposes substantial changes to the use, activities and/or management of the Property, then the Revised Plan must identify (a) all major components of the use of the Preserve, including recreational, educational, and resource management; (b) the nature of each proposed use and its intended location; (c) all proposed structures and improvements; and (d) all actions to be taken to protect natural resources. DISTRICT's approval of the Revised Plan shall be based solely upon the Revised Plan's consistency with the terms, conditions and Conservation Purpose of this Easement. DISTRICT shall have forty-five (45) days from the receipt of the

Revised Plan, plus fourteen (14) days from any subsequent or follow up submittal, to review the Revised Plan, and either approve the Revised Plan or notify GRANTOR of any objection thereto. 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 Revised Plan, it shall state such objections in sufficient detail to enable GRANTOR to modify the Revised Plan, so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.2 California Environmental Quality Act. In connection with any environmental review of the Revised Plan 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 prepared by GRANTOR and made public under the statute, prior to GRANTOR's adoption or certification of that environmental document.

6.1.3 Upon DISTRICT's approval and GRANTOR's adoption of the Revised 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, improvements and development shall at all times remain subject to the substantive limitations of Section 5.

**6.2 Uses/Activities Requiring Notice or Approval to DISTRICT.** For uses and activities not described in the Management Plan or a subsequent Revised 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, 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.

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 commencement 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.** Except as otherwise provided in that certain agreement entitled "Land Transfer Agreement" dated \_\_\_\_\_, executed by GRANTOR and DISTRICT, 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 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. DISTRICT represents, warrants, and covenants to GRANTOR that DISTRICT’s use of the Property shall comply and has complied 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 to GRANTOR of such claim, demand, or legal complaint, 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 to DISTRICT of such claim, demand, or legal complaint, 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, gross negligence 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 will 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, approved and signed by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the things it describes about the Property at the time of the execution of this Easement.

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

**10.1 DISTRICT's Remedies.** In the event of a violation or threatened violation by GRANTOR of any term, condition or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin 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. 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, conditions or Conservation Purpose of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory and including specific performance, in addition to such other relief, including damages, to which DISTRICT may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

**10.2 DISTRICT's Discretion.** Enforcement of the terms of this Easement which are for the benefit of the DISTRICT 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 the violation has been given, and (iii) the then current annual interest rate for post judgment interest applicable to GRANTOR; 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) (and as calculated above), 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 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 or pursue any remedy against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, but not limited to, (i) acts of God, fire, flood, storm, earth movement, severe or adverse weather conditions, or other natural disaster; (ii) acts of war or acts of public enemies, including, embargo, riot and/or civil unrest, civil commotion, insurrection, acts of terrorism or anticipated acts of terrorism, or sabotage; (iii) any labor dispute, including, strike, lockout, slowdown, or picketing; (iv) any medical emergency, including, epidemic, regional medical crisis or quarantine; or (v) a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement.

**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 13.2, 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. In addition:

a) Conveyance of Deed. GRANTOR shall not convey fee title to the Property, or any portion thereof, without the consent of a majority of the voters of Sonoma County in an election called and conducted by the DISTRICT's Board of Directors in accordance with Public Resources Code section 5540.6.

b) Conveyance of Lease. GRANTOR shall give written notice to DISTRICT of the conveyance of any lease in the Property at least ten (10) days prior to any such conveyance. No such lease shall exceed twenty-five (25) years.

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.

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 Manager  
                              City of Sonoma  
                              No. 1 Plaza  
                              Sonoma, CA 95476  
                              FAX: (707) 938-8775

To DISTRICT:           General Manager  
                              Sonoma County Agricultural Preservation and Open Space District  
                              747 Mendocino Avenue, Suite 100  
                              Santa Rosa, CA 95401  
                              FAX: (707) 565-7359

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 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. Recitals.** Recitals A through L, set forth at the beginning of this Easement, are true and correct and are incorporated by this reference

**33. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

GRANTOR:

By: \_\_\_\_\_  
City Manager

DISTRICT:  
SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: \_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

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

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SONOMA (TRACTS ONE AND TWO) AND IN AN UNINCORPORATED AREA (TRACTS THREE AND FOUR), COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Tract One:

All that real property situated in the City of Sonoma, County of Sonoma, State of California, being a port of Lot 7 and Lot 9 as shown on that certain Map entitled "Map of the Subdivision of the Haraszthy Tract Sonoma, Sonoma County, Cal.," filed on May 21, 1896 in Book 11 of Maps, Page 10, Sonoma County Records, more particularly described as follows:

Beginning at the 1/2 inch iron pipe, which marks the Northeast corner of Lot 5 of Haraszthy Tract as she on that certain Map entitled "Map of Marian Estates, a Subdivision of the lands of Dale Wheeler, et al," filed on June 25, 1980 in Book 308 of Maps at Pages 17-18, Sonoma County Records; thence running along the Eastern line of said Lot 7, North 07° 34' 20" East 298.37 feet to a point on said Eastern line, said point also being the true point of beginning; thence continuing along said Eastern line of Lot 7 and the Eastern line of said Lot 9, North 07° 34' 20" East 570.78 feet to the Northeast corner of said Lot 9; thence along North line of said Lot 9, North 82° 37' 14" West 701.58 feet to a point of the Eastern line of that land as described in Grant Deed to the City of Sonoma filed under Document No. 1983-033616, Sonoma County Records; thence along said Eastern line, South 06° 55' 38" West 569.47 feet to a point on said Eastern line; thence leaving said point, South 82° 30' 40" East 695.16 feet to the true point of beginning.

Said parcel is described pursuant to a Certificate of Compliance and Lot Line Adjustment Application approved by the City of Sonoma with a Certificate of Approval recorded November 30, 2004, under Document No. 2004-178958, Sonoma County Records.

APN: 018-011-017

Tract Two:

Lots Numbered 313, 314, 315, 316, 317, 318, 323, 324, 325, 326, 327, 328, 341, 342, 343, 344, 345 346, 351, 352, 353, 354, 355, 356, 369, 370, 371, 372, 373, 374, 379, 380, 381, 382, 387, 388, 8, 9, 10, 11, 12, 29 and 30, together with that portion of third Street West lying between the Northerly line of Vallejo or Spain Street and the Southerly line of Alpes Street; that portion of Second Street West lying between the Northerly line of Ray or Turkey Street and the Southerly line of Alpes Street and those certain portions of Lyon or Brazil Street, Mccracken or Portugal Street and Ray or Turkey Street lying between the Easterly line of fourth Street West and the Westerly line of Salvadore or First Street West; all as said lots and Streets are delineated and so designated upon the Map of the Pueblo of Sonoma, Sonoma County, State of California.

Saving and Excepting therefrom, however, the following:

1. That portion thereof described in the Deed from M.G. Vallejo, et ux, to Willia Still, dated May 11, 1881 and recorded May 13, 1881, in Liber 73 of Deeds, Page 556, Sonoma County Records.
2. That portion thereof described in the deed from M.G. Vallejo, et ux, to Angelo Caminata, dated December 28, 1885 and recorded January 5, 1886, in Liber 99 of Deeds, Page 16, Sonoma County Records.
3. That portion thereof described in the deed from M.G. Vallejo, et ux, to Pietro Bacala, et al, dated august 19, 1889 and recorded August 21, 1889, in Liber 121 of Deeds, Page 496, Sonoma County Records.
4. That portion thereof described in the Deed from M.G. Vallejo. et ux, to Giovanni Minoggio, et al, dated October 1, 1889 and recorded October 2, 1889, in Liber 122 of Deeds, Page 165, Sonoma County Records.
5. That portion thereof conveyed by M.G. Vallejo, et ux, to San Francisco and North Pacific Railway Company, for railroad purposes, by deed dated December 30, 1889, and recorded January 16, 1890, in Liber 124 of Deeds, Page 88, Sonoma County Records.

6. That portion thereof conveyed by M.G. Vallejo, et ux, to Sonoma and Santa Rosa Railroad Company, for right of way purposes by deed dated December 23, 1881 and recorded March 10, 1890, in Liber 125 of Deeds, Page 276, Sonoma County Records.
7. That portion thereof described in the Deed from Louisa V. De Emparan, et al, to Giacomo Mazza, dated January 11, 1902 and recorded January 24, 1902, in Liber 197 of Deeds, Page 37, Sonoma County Records.
8. That portion thereof described in the Deed from Luisa V. De Emparan, et al, to Enrico Eraldi, et ux, dated December 26, 1903 and recorded February 1, 1904, in Liber 208 of Deeds, Page 580, Sonoma County Records.
9. That portion thereof described in the deed from Luisa V. De Emparan, et al, to Patrick Mcauliffe, dated July 31, 1907 and recorded August 5, 1907, in Liber 237 of Deeds, Page 357, Sonoma County Records.
10. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Benigno Marmorì, dated September 17, 1908 and recorded December 31, 1908, in Liber 252 of Deeds, Page 267, Sonoma County Records.
11. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Francesco Conevari, dated November 10, 1908 and recorded November 20, 1908, in Liber 252 of Deeds, Page 66, Sonoma County Records.
12. That portion thereof described in the deed from Luisa V. Emparan, a widow, and Maria V. Cutter, a widow, also known as and called Luisa V. De Emparan and Maria V. De cutter, to Sonoma Water & Irrigation Co., a corporation, dated November 1, 1925 and recorded December 22, 1925, in Liber 127 of Official Records of Sonoma County, Page 272.
13. That portion thereof described in the Deeds from Leo Harry Cutter, et al, and Louisa V. De Emparan, to State of California, dated April 10, 1933 and May 31, 1933, respectively, and recorded June 7, 1933, in Liber 341 of Official Records of Sonoma County, Pages 179 and 180.
14. That portion thereof conveyed by M.G. Vallejo, et ux, to Henry Weyl, dated April 1, 1887 and recorded April 1, 1887, in Book 103 of Deeds, Page 584, Sonoma County Records.
15. That portion thereof conveyed by William Montini, et ux, to Francis Montini Buratto, dated March 7, 1951 and recorded March 12, 1951, in Book 1033 Official Records, Page 375, Sonoma County Records.
16. That portion thereof described in the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610, Sonoma County Records.
17. That portion thereof conveyed by Annie Montini to the City of Sonoma by Deed, dated April 21, 1977, in Book 3224, Page 451, Sonoma County Records.
18. That portion thereof conveyed by Annie Montini to the Sonoma County Water Agency by deed dated January 17, 1992, Series Number 1992 0026694, Sonoma County Records.
19. That portion lying North of the Southerly line of Alpes Street as shown on the Map of the Pueblo of Sonoma.
20. That portion lying West of Third Street West and South of Lyon Street as shown on the Map of the Pueblo of Sonoma.
21. Those portions lying Westerly and Southerly of the Northerly boundary lines of the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610 and in the grant deed to the City of Sonoma by Deed recorded April 28, 1977, in Book 3224, Page 451, Sonoma County Records.
22. That portion thereof conveyed to Graham Bennett in deed recorded November 11, 2005, as Instrument No. 2005 0169858, Sonoma County Records.

APN's: 018-021-006, 018-031-003 & 018-071-007

Tract Three:

A portion of Parcel Four of the lands of Montini as described by Deed record under Document No. 1998-0157630, more particularly described as follows:

Beginning at the Northeasterly corner of Lot No. 313, as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff, per Record of Survey filed in Book 594 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tag LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a se 1/2" iron pipe tagged LS 5092; thence South 61° 46' 1/2" West, 94.67 feet to set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet; thence South 6° 34' 55" West, 1053.87 feet to the Northerly line of Lot 315 as delineated on said Map; thence South 82° 59' 23" East, 680.90 feet along the Northerly line of Lots 315, 314 and 313 as delineated on said Map, to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100, ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA#04-0085, on file in the Office of the Sonoma County Permit and Resource Management Department. It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-105

Tract Four:

A portion of Parcel Four of the lands of Montini as described by deed Records under Document No. 1998-0157630, more particularly described as follows:

Commencing at the Northeasterly corner of Lot No. 313 as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff per Record of Survey filed in Book 549 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a set 1/2" iron pipe tagged LS 5092; thence South 61° 46' 12" West, 94.67 feet to a set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet the true point of beginning; thence South 75° 55' 36" West, 37.05 feet, to set 1/2" iron pipe tagged LS 5092; thence South 75° 59' 23" West, 38.95 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 77° 24' 10" West, 43.32 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 10° 23' 58" East, 264.63 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 71° 21' 47" West, 82.08 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 42° 25" West, 118.20 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 47" West, 59.14 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 3° 19' 21" East, 170.66 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 46° 46' 03" West, 95.58 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 25° 48' 00" West, 113.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 61° 57' 52" West, 347.76 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 87° 18' 02" West, 106.23 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 74° 48' 25" West, 96.85 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 75° 08' 52" West, 124.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 7° 36' 40" West, 314.46 feet, to set 1/2" iron pipe tagged LS 5092; thence North 82° 23' 20" West, 143.00 fee to a set 1/2" iron pipe tagged LS 5092 and a point on an agreed boundary line file under Document No. 2005-116365, Sonoma County Records; thence the following courses along said line: South 7° 36' 40" West, 225.00 feet, to a set 1/2" iron pipe tagged LS 5092, South 81° 30' 00" East, 38.28 feet, to a set 1/2" iron pip tagged LS 5092, South 8° 11' 00" West, 1137.59 feet, to a set 1/2" iron pipe tagged LS 5092, South 7° 35' 54" West, 27.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 82° 59' 23" East, 1239.47 feet along the Northerly line of Lots 318, 317, 316 and 316 as delineated on said Map, to a point which bears South 6° 34' 55" West, 1053.87 feet from the point of beginning; thence North 6° 34'

55" East, 1053.87 feet to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by Deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100 ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA # 04-0085 on file in Office of the Sonoma County Permit and Resource Management Department, It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-106

EXHIBIT G

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

RECORDING REQUESTED BY AND RETURN TO:

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

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Free Recording per Gov't Code Sec 6103

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

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (“the District”) and the City of Sonoma, a municipal corporation, its successors and assigns and those claiming under it (“the Owner”) pursuant to Public Resources Code section 5540.6.

*Recitals*

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

B. Among the categories of open space identified for protection in the 2006 Expenditure Plan are “fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations” listed in the Plan. In accordance with this requirement, the District acquired the fee interest in that certain real property in and adjacent to the city of Sonoma, commonly known as the Montini Open Space Preserve (“the Property”). The District dedicated the Property to park and open space purposes pursuant to Public

Resources Code section 5540. The Property is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference.

C. On October 6, 2009, the District adopted that certain plan entitled “Montini Open Space Preserve Management Plan and Initial Study” dated November 2008 (“the Management Plan”). The Management Plan indicates the nature of the future recreational use of the Property anticipated by the parties and assures that that recreational use will be consistent with the Property’s non-recreational open space values.

D. Pursuant to Public Resources Code section 5540.6, in a companion transaction of even date, District has transferred fee interest in the Property to Owner, subject to this Covenant and the conservation easement described in Recital E.

E. In a companion transaction of even date, the Owner has conveyed a conservation easement (“the Conservation Easement”) to the District limiting the use of the Property to natural resource preservation and low-intensity public outdoor recreation consistent with identified open space values. This Covenant complements the Conservation Easement by assuring the continued and perpetual low-intensity public outdoor recreational use of the Property consistent with the Management Plan and the Conservation Easement.

F. In a companion transaction of even date, the Owner has granted to the District and its assignees an irrevocable offer of dedication of a 25-year lease of the Property to secure the Owner’s performance under this Covenant.

### *Agreement*

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

1. *The Covenant; Public Resources Code §5540.6.* The Owner hereby conveys to the District a recreation conservation covenant (“Covenant”) within the meaning of the Restatement Third, Property (Covenants) §1.6(1) and pursuant to the provisions 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 the Owner and its successors in interest as a public park and open space preserve, available to the public in perpetuity for low-intensity public outdoor recreation consistent with the Management Plan and the Conservation Easement. This Covenant is intended to meet and shall be construed to comply with the requirements of Public Resources Code §5540.6.

2. *Obligation to Provide Low-Intensity Public Outdoor Recreation and Resource Management; Excused Non-performance.*

A. The Owner hereby agrees to use, operate and maintain the Property as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Management Plan, the Conservation Easement, and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve shall commence no later than thirty (30) days from the date of recordation of this Covenant and shall include, at a minimum, general availability of the Property for public hiking and nature study no less than six hours per day, seven days per week, except for one annual closure of up to three weeks for livestock grazing in accordance with Sections 5.5.4 and 5.5.5.1 of the Conservation Easement and as otherwise provided in Section 5.6 of the Conservation Easement (Public Access Limitations).

B. Except as otherwise provided in Subparagraph 2.A, the Owner shall not engage in activities that impede public access to or to impede the public use of the Property for low-intensity outdoor public recreation and educational uses.

C. Owner shall undertake reasonable and diligent efforts to ensure the Property remains accessible from the western side over adjacent property owned by the State of California (“State”), which efforts shall include a good faith attempt to secure a trail easement from the State to guarantee such access. In the event that access over the adjacent State property is no longer permitted or feasible, Owner shall, at its own cost and expense, provide alternative access to the Property from the western side. Such access shall be opened to the public as soon as feasible, and in no event later than five (5) years after the effective date of the closure of the access route across State property. Owner’s obligation to provide alternative access pursuant to this Section 2C shall be excused to the extent any governmental authority (except Owner) delays or withholds issuance or renewal of any permit required to complete the work.

D. The Owner’s use, operation and maintenance of the Property as a public park and open space preserve shall be consistent with the Management Plan. The Management Plan may be amended or revised from time to time, provided that any such amendment or revision shall be subject to the District’s approval, in accordance with the procedures and standards set forth in Sections 5.1.7 and 6.1 of the Conservation Easement

3. *Mitigation Monitoring.* The Owner shall be responsible for and shall perform all environmental mitigation and monitoring tasks required by the Management Plan to be performed after the effective date of this Covenant, and shall promptly report to the District any issues of non-compliance with the Management Plan, including complaints of non-compliance.

4. *Enforcement.*

A. In the event of an uncured breach by the Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for appropriate equitable relief; (2) institute a suit to recover damages; (3) accept the offer of dedication set forth in Paragraph 8; or (4) pursue any combination of the foregoing.

B. Prior to taking any of the actions set forth in Subparagraph 4.A., the District shall provide the 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 the Owner’s obligations that is either mailed or otherwise delivered by the District to the 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 Subparagraph 4.A shall be available to the District immediately upon the 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 the 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 or the prior dedication of the fee interest in the Property by the District, multiplied by the length of time in years, including fractions, thereof during which the breach remains uncured after Notice was given by the District, multiplied by the then current annual interest rate for post judgment interest applicable to Owner, provided, however, that:

(i) No action for liquidated damages under this Paragraph D shall be filed without the consent of the District’s Board of Directors; and

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

Covenant; and

(iii) In no case, shall liquidated damages assessed under this Paragraph D exceed two million dollars (\$2,000,000) for any single breach.

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

E. The remedies set forth in this Section 4 are in addition to and not intended to displace any other remedy available to the District 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 Section 4 shall be construed to entitle the District to bring any action or pursue any remedy against the Owner for any failure to perform resulting from causes beyond the Owner's control, including, without limitation, (i) acts of God, flood, storm, earth movement, severe or adverse weather conditions, or other natural disaster; (ii) acts of war or acts of public enemies, including, embargo, riot and/or civil unrest, civil commotion, insurrection, acts of terrorism or anticipated acts of terrorism, or sabotage; (iii) any labor dispute, including, strike, lockout, slowdown, or picketing; (iv) any medical emergency, including, epidemic, regional medical crisis or quarantine; or (v) from any prudent action taken by the 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 the Owner has control, is designed and carried out with, to the extent possible, the prior consent of the District and in such a way as to further the purpose of this Covenant.

5. *Sales; Fee Transfers; Approval of Grantees.* No sale or transfer of the fee interest in the Property may occur without (a) the consent of a majority of the voters of the County of Sonoma at an election called and conducted by the Board of Directors of the District pursuant to

Public Resources Code section 5540.6, and (b) the District's determination that the prospective buyer or transferee of such interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's call of election nor its determination or consent shall be unreasonably withheld. A failure to comply with these requirements is a material breach of this Covenant subject to remedies set forth in Paragraph 4.

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

7. *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.

8. *Irrevocable Offer of Dedication.* Pursuant to Public Resources Code section 5565.5, the Owner has, by a companion transaction of even date, granted to the District and its assignees an irrevocable offer of dedication of a 25-year lease of the Property ("Irrevocable Offer"). This Irrevocable Offer may only be accepted by the District or its assignees in the event of an uncured breach of the Owner's obligations under this Covenant. As the Irrevocable Offer is a remedy to enforce this Covenant in perpetuity, acceptance of the 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. All instruments granting any lease or other real property interest in the Property to third-parties shall disclose to the grantee the District's power to accept the Irrevocable Offer. Any such interest so created by Owner and all of the grantee's rights thereunder shall be and shall at all times remain subject, subordinate, and inferior to the District's rights under the Irrevocable Offer. 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 the Irrevocable Offer. Owner's power to create such estates is limited by and subordinate to the Irrevocable

Offer herein granted and, as such, District may terminate any or all interests so created upon its acceptance of this Irrevocable Offer.

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

10. *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 an irrevocable offer 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.

11. *Effective Date.* This Covenant shall be effective upon its recordation and acceptance by the District in accordance with Government Code section 27281.

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

OWNER:

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By: \_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Directors

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

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SONOMA (TRACTS ONE AND TWO) AND IN AN UNINCORPORATED AREA (TRACTS THREE AND FOUR), COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Tract One:

All that real property situated in the City of Sonoma, County of Sonoma, State of California, being a port of Lot 7 and Lot 9 as shown on that certain Map entitled "Map of the Subdivision of the Haraszthy Tract Sonoma, Sonoma County, Cal.," filed on May 21, 1896 in Book 11 of Maps, Page 10, Sonoma County Records, more particularly described as follows:

Beginning at the 1/2 inch iron pipe, which marks the Northeast corner of Lot 5 of Haraszthy Tract as she on that certain Map entitled "Map of Marian Estates, a Subdivision of the lands of Dale Wheeler, et al," filed on June 25, 1980 in Book 308 of Maps at Pages 17-18, Sonoma County Records; thence running along the Eastern line of said Lot 7, North 07° 34' 20" East 298.37 feet to a point on said Eastern line, said point also being the true point of beginning; thence continuing along said Eastern line of Lot 7 and the Eastern line of said Lot 9, North 07° 34' 20" East 570.78 feet to the Northeast corner of said Lot 9; thence along North line of said Lot 9, North 82° 37' 14" West 701.58 feet to a point of the Eastern line of that land as described in Grant Deed to the City of Sonoma filed under Document No. 1983-033616, Sonoma County Records; thence along said Eastern line, South 06° 55' 38" West 569.47 feet to a point on said Eastern line; thence leaving said point, South 82° 30' 40" East 695.16 feet to the true point of beginning.

Said parcel is described pursuant to a Certificate of Compliance and Lot Line Adjustment Application approved by the City of Sonoma with a Certificate of Approval recorded November 30, 2004, under Document No. 2004-178958, Sonoma County Records.

APN: 018-011-017

Tract Two:

Lots Numbered 313, 314, 315, 316, 317, 318, 323, 324, 325, 326, 327, 328, 341, 342, 343, 344, 345 346, 351, 352, 353, 354, 355, 356, 369, 370, 371, 372, 373, 374, 379, 380, 381, 382, 387, 388, 8, 9, 10, 11, 12, 29 and 30, together with that portion of third Street West lying between the Northerly line of Vallejo or Spain Street and the Southerly line of Alpes Street; that portion of Second Street West lying between the Northerly line of Ray or Turkey Street and the Southerly line of Alpes Street and those certain portions of Lyon or Brazil Street, Mccracken or Portugal Street and Ray or Turkey Street lying between the Easterly line of fourth Street West and the Westerly line of Salvadore or First Street West; all as said lots and Streets are delineated and so designated upon the Map of the Pueblo of Sonoma, Sonoma County, State of California.

Saving and Excepting therefrom, however, the following:

1. That portion thereof described in the Deed from M.G. Vallejo, et ux, to Willia Still, dated May 11, 1881 and recorded May 13, 1881, in Liber 73 of Deeds, Page 556, Sonoma County Records.
2. That portion thereof described in the deed from M.G. Vallejo, et ux, to Angelo Caminata, dated December 28, 1885 and recorded January 5, 1886, in Liber 99 of Deeds, Page 16, Sonoma County Records.
3. That portion thereof described in the deed from M.G. Vallejo, et ux, to Pietro Bacala, et al, dated august 19, 1889 and recorded August 21, 1889, in Liber 121 of Deeds, Page 496, Sonoma County Records.
4. That portion thereof described in the Deed from M.G. Vallejo. et ux, to Giovanni Minoggio, et al, dated October 1, 1889 and recorded October 2, 1889, in Liber 122 of Deeds, Page 165, Sonoma County Records.
5. That portion thereof conveyed by M.G. Vallejo, et ux, to San Francisco and North Pacific Railway Company, for railroad purposes, by deed dated December 30, 1889, and recorded January 16, 1890, in Liber 124 of Deeds, Page 88, Sonoma County Records.

6. That portion thereof conveyed by M.G. Vallejo, et ux, to Sonoma and Santa Rosa Railroad Company, for right of way purposes by deed dated December 23, 1881 and recorded March 10, 1890, in Liber 125 of Deeds, Page 276, Sonoma County Records.
7. That portion thereof described in the Deed from Louisa V. De Emparan, et al, to Giacomo Mazza, dated January 11, 1902 and recorded January 24, 1902, in Liber 197 of Deeds, Page 37, Sonoma County Records.
8. That portion thereof described in the Deed from Luisa V. De Emparan, et al, to Enrico Eraldi, et ux, dated December 26, 1903 and recorded February 1, 1904, in Liber 208 of Deeds, Page 580, Sonoma County Records.
9. That portion thereof described in the deed from Luisa V. De Emparan, et al, to Patrick Mcauliffe, dated July 31, 1907 and recorded August 5, 1907, in Liber 237 of Deeds, Page 357, Sonoma County Records.
10. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Benigno Marmorì, dated September 17, 1908 and recorded December 31, 1908, in Liber 252 of Deeds, Page 267, Sonoma County Records.
11. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Francesco Conevari, dated November 10, 1908 and recorded November 20, 1908, in Liber 252 of Deeds, Page 66, Sonoma County Records.
12. That portion thereof described in the deed from Luisa V. Emparan, a widow, and Maria V. Cutter, a widow, also known as and called Luisa V. De Emparan and Maria V. De cutter, to Sonoma Water & Irrigation Co., a corporation, dated November 1, 1925 and recorded December 22, 1925, in Liber 127 of Official Records of Sonoma County, Page 272.
13. That portion thereof described in the Deeds from Leo Harry Cutter, et al, and Louisa V. De Emparan, to State of California, dated April 10, 1933 and May 31, 1933, respectively, and recorded June 7, 1933, in Liber 341 of Official Records of Sonoma County, Pages 179 and 180.
14. That portion thereof conveyed by M.G. Vallejo, et ux, to Henry Weyl, dated April 1, 1887 and recorded April 1, 1887, in Book 103 of Deeds, Page 584, Sonoma County Records.
15. That portion thereof conveyed by William Montini, et ux, to Francis Montini Buratto, dated March 7, 1951 and recorded March 12, 1951, in Book 1033 Official Records, Page 375, Sonoma County Records.
16. That portion thereof described in the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610, Sonoma County Records.
17. That portion thereof conveyed by Annie Montini to the City of Sonoma by Deed, dated April 21, 1977, in Book 3224, Page 451, Sonoma County Records.
18. That portion thereof conveyed by Annie Montini to the Sonoma County Water Agency by deed dated January 17, 1992, Series Number 1992 0026694, Sonoma County Records.
19. That portion lying North of the Southerly line of Alpes Street as shown on the Map of the Pueblo of Sonoma.
20. That portion lying West of Third Street West and South of Lyon Street as shown on the Map of the Pueblo of Sonoma.
21. Those portions lying Westerly and Southerly of the Northerly boundary lines of the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610 and in the grant deed to the City of Sonoma by Deed recorded April 28, 1977, in Book 3224, Page 451, Sonoma County Records.
22. That portion thereof conveyed to Graham Bennett in deed recorded November 11, 2005, as Instrument No. 2005 0169858, Sonoma County Records.

APN's: 018-021-006, 018-031-003 & 018-071-007

Tract Three:

A portion of Parcel Four of the lands of Montini as described by Deed record under Document No. 1998-0157630, more particularly described as follows:

Beginning at the Northeasterly corner of Lot No. 313, as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff, per Record of Survey filed in Book 594 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tag LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a se 1/2" iron pipe tagged LS 5092; thence South 61° 46' 1/2" West, 94.67 feet to set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet; thence South 6° 34' 55" West, 1053.87 feet to the Northerly line of Lot 315 as delineated on said Map; thence South 82° 59' 23" East, 680.90 feet along the Northerly line of Lots 315, 314 and 313 as delineated on said Map, to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100, ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA#04-0085, on file in the Office of the Sonoma County Permit and Resource Management Department. It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-105

Tract Four:

A portion of Parcel Four of the lands of Montini as described by deed Records under Document No. 1998-0157630, more particularly described as follows:

Commencing at the Northeasterly corner of Lot No. 313 as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff per Record of Survey filed in Book 549 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a set 1/2" iron pipe tagged LS 5092; thence South 61° 46' 12" West, 94.67 feet to a set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet the true point of beginning; thence South 75° 55' 36" West, 37.05 feet, to set 1/2" iron pipe tagged LS 5092; thence South 75° 59' 23" West, 38.95 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 77° 24' 10" West, 43.32 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 10° 23' 58" East, 264.63 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 71° 21' 47" West, 82.08 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 42° 25" West, 118.20 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 47" West, 59.14 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 3° 19' 21" East, 170.66 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 46° 46' 03" West, 95.58 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 25° 48' 00" West, 113.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 61° 57' 52" West, 347.76 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 87° 18' 02" West, 106.23 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 74° 48' 25" West, 96.85 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 75° 08' 52" West, 124.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 7° 36' 40" West, 314.46 feet, to set 1/2" iron pipe tagged LS 5092; thence North 82° 23' 20" West, 143.00 fee to a set 1/2" iron pipe tagged LS 5092 and a point on an agreed boundary line file under Document No. 2005-116365, Sonoma County Records; thence the following courses along said line: South 7° 36' 40" West, 225.00 feet, to a set 1/2" iron pipe tagged LS 5092, South 81° 30' 00" East, 38.28 feet, to a set 1/2" iron pip tagged LS 5092, South 8° 11' 00" West, 1137.59 feet, to a set 1/2" iron pipe tagged LS 5092, South 7° 35' 54" West, 27.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 82° 59' 23" East, 1239.47 feet along the Northerly line of Lots 318, 317, 316 and 316 as delineated on said Map, to a point which bears South 6° 34' 55" West, 1053.87 feet from the point of beginning; thence North 6° 34'

55" East, 1053.87 feet to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by Deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100 ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA # 04-0085 on file in Office of the Sonoma County Permit and Resource Management Department, It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-106

EXHIBIT H  
(Irrevocable Offer of Dedication to District from City)

IRREVOCABLE OFFER OF DEDICATION  
(Public Resources Code §5565.5)

FOR VALUABLE CONSIDERATION, the City of Sonoma (“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 of 25-year lease interest in the real property (“the Property”) that is located near Sonoma, California 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 Montini Open Space Preserve Recreation Conservation Covenant entered into by and between Owner and District recorded with the Sonoma County Recorder on \_\_\_\_\_[Date] as Instrument No. \_\_\_\_\_ (“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.

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SONOMA (TRACTS ONE AND TWO) AND IN AN UNINCORPORATED AREA (TRACTS THREE AND FOUR), COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Tract One:

All that real property situated in the City of Sonoma, County of Sonoma, State of California, being a port of Lot 7 and Lot 9 as shown on that certain Map entitled "Map of the Subdivision of the Haraszthy Tract Sonoma, Sonoma County, Cal.," filed on May 21, 1896 in Book 11 of Maps, Page 10, Sonoma County Records, more particularly described as follows:

Beginning at the 1/2 inch iron pipe, which marks the Northeast corner of Lot 5 of Haraszthy Tract as she on that certain Map entitled "Map of Marian Estates, a Subdivision of the lands of Dale Wheeler, et al," filed on June 25, 1980 in Book 308 of Maps at Pages 17-18, Sonoma County Records; thence running along the Eastern line of said Lot 7, North 07° 34' 20" East 298.37 feet to a point on said Eastern line, said point also being the true point of beginning; thence continuing along said Eastern line of Lot 7 and the Eastern line of said Lot 9, North 07° 34' 20" East 570.78 feet to the Northeast corner of said Lot 9; thence along North line of said Lot 9, North 82° 37' 14" West 701.58 feet to a point of the Eastern line of that land as described in Grant Deed to the City of Sonoma filed under Document No. 1983-033616, Sonoma County Records; thence along said Eastern line, South 06° 55' 38" West 569.47 feet to a point on said Eastern line; thence leaving said point, South 82° 30' 40" East 695.16 feet to the true point of beginning.

Said parcel is described pursuant to a Certificate of Compliance and Lot Line Adjustment Application approved by the City of Sonoma with a Certificate of Approval recorded November 30, 2004, under Document No. 2004-178958, Sonoma County Records.

APN: 018-011-017

Tract Two:

Lots Numbered 313, 314, 315, 316, 317, 318, 323, 324, 325, 326, 327, 328, 341, 342, 343, 344, 345 346, 351, 352, 353, 354, 355, 356, 369, 370, 371, 372, 373, 374, 379, 380, 381, 382, 387, 388, 8, 9, 10, 11, 12, 29 and 30, together with that portion of third Street West lying between the Northerly line of Vallejo or Spain Street and the Southerly line of Alpes Street; that portion of Second Street West lying between the Northerly line of Ray or Turkey Street and the Southerly line of Alpes Street and those certain portions of Lyon or Brazil Street, Mccracken or Portugal Street and Ray or Turkey Street lying between the Easterly line of fourth Street West and the Westerly line of Salvadore or First Street West; all as said lots and Streets are delineated and so designated upon the Map of the Pueblo of Sonoma, Sonoma County, State of California.

Saving and Excepting therefrom, however, the following:

1. That portion thereof described in the Deed from M.G. Vallejo, et ux, to Willia Still, dated May 11, 1881 and recorded May 13, 1881, in Liber 73 of Deeds, Page 556, Sonoma County Records.
2. That portion thereof described in the deed from M.G. Vallejo, et ux, to Angelo Caminata, dated December 28, 1885 and recorded January 5, 1886, in Liber 99 of Deeds, Page 16, Sonoma County Records.
3. That portion thereof described in the deed from M.G. Vallejo, et ux, to Pietro Bacala, et al, dated august 19, 1889 and recorded August 21, 1889, in Liber 121 of Deeds, Page 496, Sonoma County Records.
4. That portion thereof described in the Deed from M.G. Vallejo. et ux, to Giovanni Minoggio, et al, dated October 1, 1889 and recorded October 2, 1889, in Liber 122 of Deeds, Page 165, Sonoma County Records.
5. That portion thereof conveyed by M.G. Vallejo, et ux, to San Francisco and North Pacific Railway Company, for railroad purposes, by deed dated December 30, 1889, and recorded January 16, 1890, in Liber 124 of Deeds, Page 88, Sonoma County Records.

6. That portion thereof conveyed by M.G. Vallejo, et ux, to Sonoma and Santa Rosa Railroad Company, for right of way purposes by deed dated December 23, 1881 and recorded March 10, 1890, in Liber 125 of Deeds, Page 276, Sonoma County Records.
7. That portion thereof described in the Deed from Louisa V. De Emparan, et al, to Giacomo Mazza, dated January 11, 1902 and recorded January 24, 1902, in Liber 197 of Deeds, Page 37, Sonoma County Records.
8. That portion thereof described in the Deed from Luisa V. De Emparan, et al, to Enrico Eraldi, et ux, dated December 26, 1903 and recorded February 1, 1904, in Liber 208 of Deeds, Page 580, Sonoma County Records.
9. That portion thereof described in the deed from Luisa V. De Emparan, et al, to Patrick Mcauliffe, dated July 31, 1907 and recorded August 5, 1907, in Liber 237 of Deeds, Page 357, Sonoma County Records.
10. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Benigno Marmorì, dated September 17, 1908 and recorded December 31, 1908, in Liber 252 of Deeds, Page 267, Sonoma County Records.
11. That portion thereof described in the Deed from Luisa V. Emparan, et al, to Francesco Conevari, dated November 10, 1908 and recorded November 20, 1908, in Liber 252 of Deeds, Page 66, Sonoma County Records.
12. That portion thereof described in the deed from Luisa V. Emparan, a widow, and Maria V. Cutter, a widow, also known as and called Luisa V. De Emparan and Maria V. De cutter, to Sonoma Water & Irrigation Co., a corporation, dated November 1, 1925 and recorded December 22, 1925, in Liber 127 of Official Records of Sonoma County, Page 272.
13. That portion thereof described in the Deeds from Leo Harry Cutter, et al, and Louisa V. De Emparan, to State of California, dated April 10, 1933 and May 31, 1933, respectively, and recorded June 7, 1933, in Liber 341 of Official Records of Sonoma County, Pages 179 and 180.
14. That portion thereof conveyed by M.G. Vallejo, et ux, to Henry Weyl, dated April 1, 1887 and recorded April 1, 1887, in Book 103 of Deeds, Page 584, Sonoma County Records.
15. That portion thereof conveyed by William Montini, et ux, to Francis Montini Buratto, dated March 7, 1951 and recorded March 12, 1951, in Book 1033 Official Records, Page 375, Sonoma County Records.
16. That portion thereof described in the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610, Sonoma County Records.
17. That portion thereof conveyed by Annie Montini to the City of Sonoma by Deed, dated April 21, 1977, in Book 3224, Page 451, Sonoma County Records.
18. That portion thereof conveyed by Annie Montini to the Sonoma County Water Agency by deed dated January 17, 1992, Series Number 1992 0026694, Sonoma County Records.
19. That portion lying North of the Southerly line of Alpes Street as shown on the Map of the Pueblo of Sonoma.
20. That portion lying West of Third Street West and South of Lyon Street as shown on the Map of the Pueblo of Sonoma.
21. Those portions lying Westerly and Southerly of the Northerly boundary lines of the Final Order of Condemnation, recorded April 28, 1959, in Book 1664, Page 610 and in the grant deed to the City of Sonoma by Deed recorded April 28, 1977, in Book 3224, Page 451, Sonoma County Records.
22. That portion thereof conveyed to Graham Bennett in deed recorded November 11, 2005, as Instrument No. 2005 0169858, Sonoma County Records.

APN's: 018-021-006, 018-031-003 & 018-071-007

Tract Three:

A portion of Parcel Four of the lands of Montini as described by Deed record under Document No. 1998-0157630, more particularly described as follows:

Beginning at the Northeasterly corner of Lot No. 313, as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff, per Record of Survey filed in Book 594 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tag LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a se 1/2" iron pipe tagged LS 5092; thence South 61° 46' 1/2" West, 94.67 feet to set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet; thence South 6° 34' 55" West, 1053.87 feet to the Northerly line of Lot 315 as delineated on said Map; thence South 82° 59' 23" East, 680.90 feet along the Northerly line of Lots 315, 314 and 313 as delineated on said Map, to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100, ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA#04-0085, on file in the Office of the Sonoma County Permit and Resource Management Department. It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-105

Tract Four:

A portion of Parcel Four of the lands of Montini as described by deed Records under Document No. 1998-0157630, more particularly described as follows:

Commencing at the Northeasterly corner of Lot No. 313 as delineated and so designated on O'Farrell's Map of the former Pueblo of Sonoma, marked by a nail and tag RCE 14946 in the face of a Rock Cliff per Record of Survey filed in Book 549 of Maps, Page 34, Sonoma County Records; thence North 6° 34' 55" East 1174.00 feet, along Norrbom Road, to a set 1/2" iron pipe tagged LS 5092; thence South 80° 43' 00" West, 200.26 feet to a set 1/2" iron pipe tagged LS 5092; thence South 40° 47' 54" West, 58.05 feet to a set 1/2" iron pipe tagged LS 5092; thence South 65° 47' 29" West, 35.99 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 20" West, 161.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 34° 27' 17" West, 66.98 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 87° 53' 49" West, 47.52 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 60° 01' 32" West, 75.44 feet to a set 1/2" iron pipe tagged LS 5092; thence South 61° 46' 12" West, 94.67 feet to a set 1/2" iron pipe tagged LS 5092; thence South 75° 55' 36" West, 57.87 feet the true point of beginning; thence South 75° 55' 36" West, 37.05 feet, to set 1/2" iron pipe tagged LS 5092; thence South 75° 59' 23" West, 38.95 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 77° 24' 10" West, 43.32 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 10° 23' 58" East, 264.63 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 71° 21' 47" West, 82.08 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 42° 25" West, 118.20 feet to a set 1/2" iron pipe tagged LS 5092; thence North 54° 13' 47" West, 59.14 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 3° 19' 21" East, 170.66 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 46° 46' 03" West, 95.58 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 25° 48' 00" West, 113.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 61° 57' 52" West, 347.76 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 87° 18' 02" West, 106.23 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 74° 48' 25" West, 96.85 feet, to a set 1/2" iron pipe tagged LS 5092; thence North 75° 08' 52" West, 124.36 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 7° 36' 40" West, 314.46 feet, to set 1/2" iron pipe tagged LS 5092; thence North 82° 23' 20" West, 143.00 fee to a set 1/2" iron pipe tagged LS 5092 and a point on an agreed boundary line file under Document No. 2005-116365, Sonoma County Records; thence the following courses along said line: South 7° 36' 40" West, 225.00 feet, to a set 1/2" iron pipe tagged LS 5092, South 81° 30' 00" East, 38.28 feet, to a set 1/2" iron pip tagged LS 5092, South 8° 11' 00" West, 1137.59 feet, to a set 1/2" iron pipe tagged LS 5092, South 7° 35' 54" West, 27.50 feet, to a set 1/2" iron pipe tagged LS 5092; thence South 82° 59' 23" East, 1239.47 feet along the Northerly line of Lots 318, 317, 316 and 316 as delineated on said Map, to a point which bears South 6° 34' 55" West, 1053.87 feet from the point of beginning; thence North 6° 34'

55" East, 1053.87 feet to the point of beginning.

Said parcel is described as the result of a lot line adjustment for a reconfiguration of the lands of Montini, as described by Deed recorded under Document No. 98-157630, Sonoma County Records, APN 127-051-101 and 127-051-100 ACC03-0057, ACC03-0058 and ACC03-0059 and is pursuant to LLA # 04-0085 on file in Office of the Sonoma County Permit and Resource Management Department, It is the express intent of this description to extinguish any underlying parcels portions of parcels.

APN: 127-051-106

Exhibit “B” to Irrevocable Offer of Dedication to District from Owner:  
Stipulated Terms of 25-Year Lease

**Term:** 25 Years, unless a shorter term is requested by the District in its sole discretion.

**Price:** No monetary consideration shall be paid to Owner for the Lease. However, following District’s Acceptance of Owner’s Offer of Dedication, 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.

**Termination:** District may terminate at will (with or without cause).

**Use:** District’s right to possession of the Property shall be exclusive.

**District Right to Sublet:** District may assign or sublet the Property for public park and open space preserve purposes.

**District Right to Receive Revenues:** District shall receive all revenues, regardless of source, generated on the Property during the term of the Lease.

**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.

**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 the Management Plan (as defined by the Covenant), except for any claim, damage, liability or loss which arises out of the Owner’s ownership, operation or management of the Property prior to the District’s acceptance of the Irrevocable Offer of Dedication.

[END OF DOCUMENT]

## Exhibit I

### Section I – Insurance to be Maintained by City

City shall maintain insurance and/or self-insurance as described below unless such insurance or self-insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for three (3) years, starting from the Transfer Date.

#### 1. Workers Compensation and Employers Liability Insurance

- a. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- c. Required Evidence of Coverage:
  - i. Certificate of Insurance

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- c. City is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether City has a claim against the insurance or is named as a party in any action involving the District.
- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, shall be additional insureds for liability arising out of City's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between District and City and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

#### 3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to all owned, hired and non-owned vehicles.
- c. Required Evidence of Coverage:
  - i. Certificate of Insurance.

#### 4. Documentation

- a. The Certificate of Insurance must include the following reference: Montini Open Space Preserve.
- b. All required Evidence of Coverage shall be submitted prior to the Transfer Date. City agrees to maintain current Evidence of Coverage on file with District for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Agricultural Preservation and Open Space District its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401.
- d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. City shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

#### 5. Policy Obligations

City's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### Section II – Insurance to be Maintained by City's Contractors and Consultants ("Contractors")

City shall require its Contractors to maintain the insurance listed below.

#### 1. Workers Compensation Insurance & Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Required Evidence of Insurance:
  - i. Certificate of Insurance.

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- c. Contractors shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by City.
- d. Insurance shall be maintained for one (1) year after completion of work.
- e. The Sonoma County Agricultural Preservation and Open Space District, its officers, agents and employees, shall be additional insureds for liability arising out of Contractors' ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
- f. City shall be an additional insured for liability arising out of ongoing and completed operations by Contractors.

- g. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- h. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability Insurance including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- i. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- j. The policy shall cover inter-insured suits between Contractors and the additional insureds and include a “separation of insureds” or “severability” clause which treats each insured separately.
- k. Required Evidence of Insurance:
  - i. Additional insured endorsements or policy language granting additional insured status;
  - ii. Endorsement or policy language indicating that the insurance is primary and non-contributory;
  - iii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned, hired and non-owned vehicles.
- c. Required Evidence of Insurance:
  - i. Certificate of Insurance.

### 4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### 5. Documentation

- a. The Certificate of Insurance shall include the following reference: Montini Open Space Preserve.
- b. City shall require Contractors to maintain current Evidence of Insurance on file for the required period of insurance.
- c. Required Evidence of Insurance shall be submitted to the City of Sonoma, No.1 The Plaza Sonoma, CA 95476
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. City shall require Contractors to provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided to City within thirty (30) days.

EXHIBIT J

(Form of Reimbursement Claim)

**COST REIMBURSEMENT REQUIREMENTS**

City shall complete and submit no more frequently than monthly and no less frequently than quarterly, reimbursement claims in substantially the following form:

INVOICE (COST REIMBURSEMENT-BASIS)					
Date	Name of Employee	Hourly Rate	Task Performed/ Materials Purchased	Time (¼-hour Increments)	Amount Billed (include indirect and administrative cost factors)
<b>TOTAL LABOR COSTS:</b>					
<b>TOTAL NON-LABOR COSTS:</b>					
<b>TOTAL CURRENT INVOICE:</b>					
<b>TOTAL PREVIOUS INVOICE(S):</b>					
<b>TOTAL INVOICED TO DATE:</b>					

Information to be included in the foregoing invoice form is as follows:

- a. Date(s) task was completed or materials were purchased.
- b. Name of Employee/Consultant undertaking such tasks or making such materials purchases
- c. Labor rate for given professional to accomplish task.
- d. Description of the task performed or materials purchased
- e. Total number of hours charged to task in quarter hour increments, if applicable.
  
- f. Total cost of materials or non-labor purchased for task, if applicable.
- g. Total current invoice.
- h. Summary of costs invoiced to date.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into as of \_\_\_\_\_, 2013, by and between the Sonoma County Agricultural Preservation and Open Space District (“the District”) and the City of Sonoma, a municipal corporation, (“the City”) in reference to the following facts:

*Recitals*

WHEREAS, by that certain Land Transfer Agreement (“Transfer Agreement”) of even date herewith, the District is conveying to the City an approximately 98-acre property (“Property”) to be owned, held and used by the City for open space and conservation purposes, all as is more particularly described in the Deed and Agreement Conveying to the District a Conservation Easement and Assigning Development Rights (“Conservation Easement”) and the Montini Open Space Preserve Recreation Conservation Covenant (“Recreation Covenant”) also of even date herewith;

WHEREAS, all uses of the Property must be consistent with and not violate the terms and conditions of the Montini Open Space Preserve Management Plan (“Management Plan”) adopted by the District on October 13, 2009, and referenced in the Conservation Easement at Section 5.1.7 and the Recreation Covenant at Section 2.C, among other provisions;

WHEREAS, the City has, for several years, expressed interest in allowing dogs on the Property provided that the dogs were on leashes;

WHEREAS, the Management Plan expressly prohibits pets from being present on any part of the Property but under the Conservation Easement, it is acknowledged that the Management Plan may be amended by the District under certain procedures and if certain criteria are met; and

WHEREAS, by this Agreement the parties wish to affirm the willingness of the District to review and consider, without a commitment to the result, an application by the City to amend the Management Plan in the particulars set forth above:

*Agreement*

NOW, THEREFORE, the parties agree as follows:

1. As specified in Section 6.1 of the Conservation Easement, at any time after the Property is conveyed to the City, the City shall have the right to submit a Revised Plan to the District seeking to amend the Management Plan to permit dogs to be present on and to move about the Property provided that the dogs are on leash controlled by the dogs’ owners or guardians.

2. Without a commitment to the result, the District agrees to review and consider said submittal in accordance with Section 6.1 of the Conservation Easement. In accordance with that Section 6.1, the District's determination shall be based solely on the Revised Plan's consistency with the terms, conditions and Conservation Purpose (as defined in the Conservation Easement) of the Conservation Easement. If the City follows all of the procedures attendant to the submittal of a Revised Plan and the District finds the Revised Plan consistent with the terms, conditions and Conservation Purpose (as defined in the Conservation Easement) of the Conservation Easement, the District shall approve the Revised Plan. Said approval shall not be unreasonably withheld, conditioned or delayed.

3. The persons executing this Agreement warrant and represent that they have been duly authorized to execute this Agreement on behalf of the party that they represent and that this Agreement legally binds the party s/he represents in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto execute this agreement on the date first appearing above.

Sonoma County Agricultural Preservation and Open Space District

By: \_\_\_\_\_  
William Keene  
General Manager

City of Sonoma

By: \_\_\_\_\_  
Ken Brown  
Mayor



City of Sonoma  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 8B

Meeting Date: 04/04/13

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**Department**

Public Works

**Staff Contact**

Management Analyst Rogers

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**Agenda Item Title**

Discussion, consideration and possible action regarding a request to install a sign (10' tall x 50' wide) on the Plaza Horseshoe Lawn for the 2013 Sonoma International Film Festival.

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**Summary**

The Community Services and Environment Commission (CSEC) reviewed the Plaza Use Permit application for the Sonoma International Film Festival on February 13, 2013. The application includes a proposed "Sonomawood" sign to be placed in the Plaza Horseshoe for the five-day period of April 10-14<sup>th</sup>. While the CSEC approved the event permit, a motion recommending approval of the sign failed 5-3 (with one abstention). A subsequent motion recommending that an alternative location be found passed 8-1. Ultimately, under the Special Events Policy, only the City Council has the authority allow signage on the Plaza, so this matter is now before the Council for discussion and resolution. With respect to signs and banners on the Plaza, the policy is as follows:

*With approval of the Sonoma City Council, a banner may be displayed on the Plaza to advertise Special Events held at the Plaza or at other locations in the City. Banners advertising a community-wide event of general interest and sponsored by a noncommercial community group shall not exceed six square feet, nor shall they be displayed for longer than 3 consecutive days; allowable display time commencing one day prior to the event. Appearance and content of the banner are subject to Council review and approval. Banners shall not be displayed in the Plaza horseshoe lawn. Methods of supporting the banner and location in the Plaza are subject to review and approval by the Public Works Administrator or his or her designee.*

In its discussion, the CSEC focused on the following:

- The proposed sign exceeds the guidelines in the Special Event Policy with respect to its size, location, and the number of days it would be displayed. Installation obstructs views of City Hall, which is also inconsistent with the Special Events Policy.
- Public Safety Issue: In 2012, tourists were observed standing in the intersection of Broadway/West Napa Street taking pictures of the sign.
- Negative comments about the sign installation communicated by the public to CSEC members.
- Concern over the stability of the sign.
- The installation was considered signage/advertising, rather than an artistic statement.

Note: In 2012, the City Council approved an exception to the Special Event Policy allowing the "Sonomawood" sign to be located within the Horseshoe for the duration of the Film Festival.

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**Recommended Council Action**

The CSEC has recommended that the sign be denied and that the applicants be encouraged to find an alternative location for it (e.g., the Sonoma Community Center, Sonoma Valley High School).

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**Alternative Actions**

Council discretion.

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**Financial Impact**

If the sign is authorized, the City Council needs to provide direction as to whether the applicants will be required to rent the Horseshoe quadrant (\$100/day).

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt

**Status**

- Approved/Certified
- No Action Required
- Action Requested

Not Applicable

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**Attachments:**

1. Photos of installation at City Hall on the Plaza Lawn
2. Photo of installation in 2010 at the Sonoma Community Center
3. Email from Kevin McNeely, 2013
4. Description of sign from Sonoma International Film Festival Plaza Use Application
5. Email from Mary Catherine Cutcliffe, Sonoma International Film Festival, 2012

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**cc:** Mary Catherine Cutcliffe and Kevin McNeely, Sonoma International Film Festival

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The day the art installation was installed in 2012 (taken from car passenger window).



Photo pulled from google images, to show support of the letters



Photo taken on closing night from sidewalk by Festival photographer





## Debra Rogers

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**From:** Kevin McNeely <kevin@sonomafilmfest.org>  
**Sent:** Monday, February 25, 2013 2:45 PM  
**To:** Debra Rogers  
**Cc:** Carol Giovanatto  
**Subject:** March 4th City Council agenda item~SONOMAWOOD..



Debra & Carol...I look forward to addressing the City Council on March 4th to request that they consider supporting the art installation~S-O-N-O-M-A-W-O-O-D...which would be installed on the lawn immediately south of City Hall from April 10-14 (film festival dates)...as pictured above...this art project was created by art students at SVHS and it is something they are proud of...it also shows how the City and community of Sonoma Valley supports the annual film festival...thank you...Kevin

Kevin W. McNeely  
Executive Director  
office: 707.933.2600  
direct: 707.206.4481  
[kevin@sonomafilmfest.org](mailto:kevin@sonomafilmfest.org)  
[www.sonomafilmfest.org](http://www.sonomafilmfest.org)



*16th Annual Sonoma International Film Festival - April 10 -14, 2013*

### **Recycling Plan**

A small trash dumpster, a cardboard dumpster & seven (7) blue bins will be ordered from Sonoma Garbage Collectors to accommodate all garbage produced. Volunteers at the Backlot tent will be given the charge of separating recyclables from land-fill bound trash produced at The Backlot & Box Office tents.

All caterers serving food within the tent or on the Plaza will be required to use reusable or compostable serving ware. In addition to selling souvenir wine glasses (GoVinos), we will have reusable rented glassware. In 2012 wine was served directly from a barrel reducing the number of wine bottles recycled / waste. We are seeking another winery with a barrel of wine for 2013.

To reduce the number of disposable plastic water bottles, we will have a water filtration system in the tent along with souvenir water bottles for sale, plus when inside the tent, guest can use reusable glasses for water.

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### **Encroachment / Parking spaces to be reserved**

SIFF would like to reserve the 7 spaces in front of the Sebastiani Theater for guest pick-up & drop off.

If SIFF uses a Trolley or shuttle, additional spaces will be requested providing safe locations for guest pick-up and drop-off.

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### **SONOMAWOOD sign**

In 2012 the art students at Creekside High School, lead by Walt Williams, proposed erecting a temporary art installation during the Festival on the lawn in front of City Hall. Mr Williams and a SIFF representative spoke to the City Council on requesting permission for the art installation. Permission was granted.

The art installation is 10' tall and 50' wide and is composed of lumber spelling out "sonomawood." (see attached). The letters are secured by 3 foot stakes driven into the ground, and 2 by 4's were used to prevent the letters from leaning. This art installation was a source of pride for the art students at Creekside. The students had studied environmental artists, like Christo & Andrew Goldsworthy, who installed magnificent outdoor art for a limited exhibition. The SONOMAWOOD art installation involves young people who might otherwise not be engaged in the Festival (and may feel marginalized as students at the alternative high school) to feel pride for their art and for their community.

When asked what we could do to make the installation more "secure" for 2013, Mr Williams replied: "Two ways to better secure the sign would be longer construction stakes (4' or 6') or wooden angled supports on the back of each letter (which might be deemed unsightly-I could use pretty wood). The lean from last year was from the wind and the weight of the letters pushing on the stakes which compromised the earth below. Luckily I had Frank monitoring the letters from his office so I was able to stabilize them with supports when they began to lean. I plan to monitor the letters throughout the festival and repair as needed."

On Mar 27, 2012, at 8:03 PM, Mary Catherine Cutcliffe wrote:

Hi Ken -

Thank you for assisting me in requesting permission to install the SONOMAWOOD art installation, made by Walt William's SVHS art students, somewhere on the Plaza.

You can see the SONOMAWOOD sign in a photo taken in 2010 attached. The sign made it's debut in 2009, and returned in 2010 at the Community Center lawn. The sign is 50 feet long & 10 feet tall. Each letter is approximately 4 feet wide. Walt's students assemble & disassemble the sign as a gift of art to the Film Festival. It was very popular for people to pose for photos and is a wonderful addition to the Film Festival!

I would LOVE to see the sign in a location that is near the Backlot tent which is in the (rented) parking lot behind City Hall. I will work with Public Works to determine a safe (avoiding sprinklers, electrical, ...) and attractive location.

I have a location in mind near the horseshoe that would be deal for the sign, and if we are added as an emergency agenda item to the Council's April 2nd agenda, I am happy to work with public works prior to the meeting so that we have a functional plan for consideration on the 2nd.

Cheers!  
MC

Mary Catherine Cutcliffe  
Director of Operations  
[mc@sonomafilmfest.org](mailto:mc@sonomafilmfest.org)  
o: 707-933-2600  
direct: 206-4483  
c: 205-602-6514

Break bread, lift a glass, see some flicks



*City of Sonoma*  
**City Council**  
Agenda Item Summary

City Council Agenda Item: 8C

Meeting Date: 03/04/2013

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**Department**

Administration

**Staff Contact**

Carol E. Giovanatto, City Manager

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**Agenda Item Title**

Discussion, consideration and possible action on Amendments to the FY 2013 Operating Budget

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**Summary**

On July 2nd Council adopted the 2012-2013 Operating Budget. Subsequent to the adoption several financial issues have arisen which result in the need to amend the budget. A summary of the recommended changes are as follows:

<b><u>SUMMARY OF CHANGES TO THE FY 2012-13 BUDGET</u></b>	
General Fund	\$75,700
Gas Tax Fund	\$40,000
Water Operations Fund	\$436,000
Water Capital Fund	\$456,000

These amendments to the Budget are necessary to continue current operations.

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**Recommended Council Action**

Accept and approve amendments to the 2012-13 Operating Budget

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**Alternative Actions**

Request additional information.

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**Financial Impact**

The requested modifications to the FY 12-13 Budget as presented, total \$95,700

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

Midyear Budget Report  
Revenue Worksheet  
Resolution

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cc:

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# MIDYEAR FINANCIAL REPORT

## Fiscal Year 2012-13

The mid-year Budget Report summarizes the activities of the major City funds, but is not meant to be inclusive of all finance-related transactions. It is intended to provide the Council and the public with an overview of the state of the City's general fiscal condition



### GENERAL FUND

#### **FISCAL 2012-13 @ MIDYEAR – July 1, 2012 through December 31, 2012**

Six months (50%) into the fiscal year, the following chart demonstrates budget performance to date and reflects that the City is *"in the black"* with no anticipated drawdown from reserves. At December 31, 2012 General Fund revenue exceeds expenditures by \$473,544. There are several factors which have contributed to this position including the shift in former redevelopment taxes, increases in economic revenues [TOT & Sales Tax] and overall good management of expenditures by all City departments. Caution must be levied in assuming that this level of revenue recovery will be as robust as we are seeing at midyear. The City has received residual distribution of former redevelopment dollars but have not been advised what level of funding we will receive in future years.

GENERAL FUND	CURRENT YEAR		% of Budget
	FY 12-13 Budget	Year to Date Actual	
Revenue	12,936,065	6,455,852	51%
Expenditure	(12,936,065)	(5,982,308)	46%
Balance	0	473,544	

#### **FISCAL 2011-12 YEAREND POSITION [PRIOR YEAR]**

The results of the yearend of the prior fiscal year [FY 2011-12] did have an impact on the Reserve Levels held in the General Fund. The close of the fiscal year reflects a net drawdown from reserves of approximately \$100,000. This is a direct result of costs formerly borne by the Redevelopment Agency [personnel, legal, operations] being moved into the General Fund as of February 1, 2012 which was not budgeted. A portion of the overall costs were reimbursed through the Redevelopment Successor Agency Administrative Allowance [\$125,000]

received as a result of the dissolution of redevelopment agencies statewide but was insufficient to cover all costs. In the current fiscal year, the former redevelopment agency costs [as Successor Agency] have been included in the adopted 2012-13 Budget.

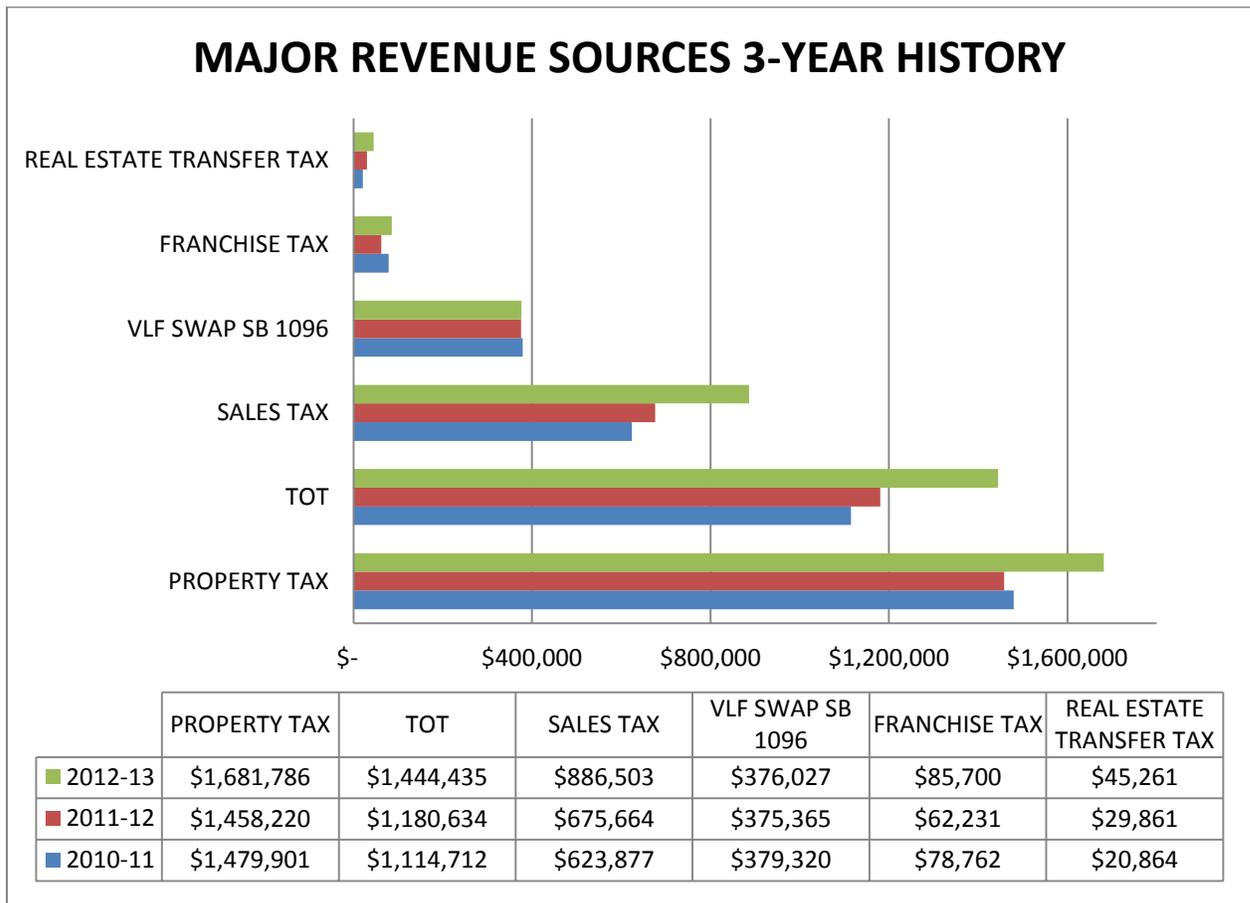
**GENERAL FUND RESERVES**

General Fund reserves at midyear are as follows:

Special Projects [undesignated]	\$1,258,461
Operating Reserve	\$1,500,000
Emergency Reserve	<u>\$2,099,975</u>
	\$4,858,436

**GENERAL FUND REVENUE TRENDS**

The major revenue sources for the General Fund are showing a healthy economic recovery as demonstrated by the 3-year comparison chart. This recovery began in Spring, 2012 [prior fiscal year] but has continued to climb through the first six months of the current year. Staff anticipates that the winter months may mitigate the gains but overall revenue sources are positive.



The following is a brief overview of the major revenue sources at mid-year:

- **Transient Occupancy Tax**– TOT collections at midyear are at 53% of budget. This is an approximate 19% gain over prior year.
  - **Property Tax**– Property tax has shown a significant increase, partially due to the redistribution of redevelopment tax. It is unknown the true on-going impact at this time until Department of Finance and the Sonoma County Auditor’s office complete their final calculations. Property tax collections were stronger than budgeted.
  - **Sales Tax**– At midyear, sales tax collections are showing a strong recovery and are significantly higher than in prior fiscal years. As reported by the City’s Sales Tax Audit firm, the City’s average quarterly increase is up by 9.3% outpacing the State [8.1% increase], other Northern California cities [7.4% increase] and Southern California cities [8.6%].
  - **Sales Tax/Measure J** - . Measure J local Sales Tax collections have not yet been distributed to the City and are therefore not reflected on this chart. Measure J Sales Tax will be tracked separately from total sales tax. The City has paid the administrative fee to the State Board of Equalization for the collection of the tax in the amount of \$17,500.
  - **Vehicle License Fees/VLF Swap SB 1096** – Vehicle License Fees (VLF) are collected by the Department of Motor Vehicles and disbursed by the State Controller to the City. Collections are at 50% of budget at midyear.
  - **Real Estate Transfer Tax**– Real Estate Transfer Tax is calculated on real estate transactions occurring within the City limits of Sonoma. The rate is \$1.10 per \$1,000 of cash value and is the maximum rate allowable by State law. The rate of collection has recovered and begins to reflect a more robust real estate market in Sonoma. Real Estate Transfer Tax is at 65% of budget at midyear.
  - **Franchise Taxes**– Franchise taxes are derived through agreements with Sonoma Garbage, Comcast Cable and P G & E. These taxes are calculated based on the revenue generated by each franchisee. The major franchisee, P G & E, remits taxes quarterly in arrears. Franchise tax are higher in comparison with FY 11-12 by approximately \$23,000 for the first six months of the fiscal year.
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**GENERAL FUND EXPENDITURES:** Department managers and employees continue to be diligent in managing their individual departmental expenditures as reflected in the table below. With exception of a few departments all are reflecting a less than 50% expenditure level at midyear. Total General Fund expenditures through December 31, 2012 are at \$ 5,982,308 representing 46% of the total annual budget.

The following summarizes the individual departments in the General Fund and the expenditure level percentages.

<b>Expenditure/Department</b>	<b>FY 2012-13 Adopted Budget</b>	<b>FY 2012-13 Expenditures @ 12/31/12</b>	<b>% of Budget</b>
Council	133,526	66,162	49%
Clerk	124,418	72,336	58%
Manager	213,076	112,359	53%
Finance	138,193	85,618	62%
Legal	267,000	109,302	41%
Police	4,242,057	1,638,708	41%
Fire/EMS	4,806,664	2,404,345	50%
Public Works	741,735	344,966	47%
Streets-Capital Projects	201,000	102,489	50%
Planning/Zoning	462,387	218,752	48%
Building	394,438	208,679	52%
Community Activities	168,900	102,780	61%
General Services	363,337	243,328	67%
Transfers to Other Funds	201,823	100,912	50%
Successor Agency	477,511	171,572	36%
<b>TOTAL ALL EXPENDITURES</b>	<b>12,936,065</b>	<b>5,982,308</b>	<b>46%</b>

### **NOTES TO EXPENDITURES**

While most department expenditures are reflecting a lower than 50% level, there are a few noted exceptions as explained as follows:

- City Clerk – Election costs paid in first half of year
- Finance - Annual audit costs paid in first half of year
- Community Activities – Payments to Tier 1 groups
- General Services – Water costs Plaza/Parks



## **GAS TAX FUND [STREETS]**

The City Gas Tax Fund accounts for all street-related expenditures including Public Works personnel, street sweeping, engineering, pavement and sidewalk maintenance and capital infrastructure projects. Gas Tax revenues are derived from fuel surcharge taxes. Uses of these funds are strictly regulated by the State Board of Equalization to be utilized solely for travel way purposes.

<b>FY 12-13 Revenue Budget</b>	<b>TOTAL Revenue @ 12/31/12</b>	<b>FY 12-13 Expenditure Budget</b>	<b>TOTAL Expenditure @ 12/31/12</b>
615,377	194,637	615,377	371,523

Gas Tax Revenue represents minimal distribution of tax revenues due to the State delaying payments. Should the delayed payments continue through the end of the year, an inter-fund loan may be necessary from the General Fund to cover operational shortfalls.

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## **ENTERPRISE FUNDS- Cemetery & Water**

The City maintains two Enterprise Funds (Water and Cemetery). By definition, Enterprise Funds are *“to account for operations that are financed and operated in a manner similar to private business enterprise-where the intent of the governing body is that the costs of providing goods or services are financed or recovered primarily through user charges.”* Each individual fund is discussed below.



## **CEMETERY FUND**

The Cemetery Fund accounts for maintenance and operation of the Mountain, Valley, and Veterans’ cemeteries. Operational revenues are generated through site sales, burial fees, and miscellaneous lettering fees. Expenditures from the funds result from activities related to burials, maintenance of existing plots and landscaping, brush clearing and weed abatement.

Cemetery operations in the current fiscal year have mitigated the deficit spending position, with expenditures exceeding revenues by \$110,343 at midyear. The city has experienced unusually high revenue in cemetery sales and burial services but that is not expected to continue due to lack of inventory. The project to install

more sites at the Veteran's cemetery is projected to move forward following the winter months.

<b>FY 12-13 Revenue Budget</b>	<b>TOTAL Revenue @ 12/31/12</b>	<b>FY 12-13 Expenditure Budget</b>	<b>TOTAL Expenditure @ 12/31/12</b>
150,215	240,061	299,165	298,488

The Cemetery Fund deficit remains at (\$1.5 million).



## **WATER OPERATIONS FUND**

The Water Utility provides for the maintenance and operation of the City's water distribution system. Water supplied to Sonoma customers is wholesale-purchased through an agreement with the Sonoma County Water Agency [SCWA] augmented in part by City wells. Funding for the Water Utility is derived from user fees and charges.

The Water Operations Fund reflects a positive balance position at mid-year with revenue exceeding expenditures by \$114,256.

<b>FY 12-13 Revenue Budget</b>	<b>TOTAL Revenue @ 12/31/12</b>	<b>FY 12-13 Expenditure Budget</b>	<b>TOTAL Expenditure @ 12/31/12</b>
5,178,050	2,180,910	5,178,050	2,066,654

## **RECOMMENDED BUDGET AMENDMENTS @ MIDYEAR**

As a result of the Midyear Budget review, staff is recommending certain modifications to the 2012-13 operating budget as follows:

Account Code	Account Name	2012/13 Budget	Requested Modification	Reason
302-51001-314	Streets (Gas Tax) Engineering	0	<b>Add 40,000</b>	Appears to have been a budgeting error. \$44K was budgeted in the prior two years for this item.
510-62001-314	Water Utility\ Engineering	51,000	<b>64,000</b> [Add 13,000]	Requested modification reflects the actual anticipated costs based on the mid-year actual spent of \$32K.
From 510-62001-900 To 512-37200	Water CIP Construction	0	<b>Transfer from Water Utility to Water Capital 456,000</b>	Preliminary designs for the West Napa Street Water System Replacement Project (\$100K), Zone 1 and 2 Water Main Intertie Project (\$100K) and Field of Dreams (Well #8) Well Assessment and Development Plan (\$256,000) were approved in the 2012-13 CIP Budget but no budget transfers were made from the Water Utility Fund to the Water CIP to fund the work.
100-43040-110 100-43040-290 100-43040-291	Building Salaries & Benefits		24,256 7,854 890 <b>[Add 33,000]</b>	Reallocate Building Inspector's hours from 10 hours per week to 30 hours per week [modified from 25% General Fund and 75% Water Fund to 75% General Fund and 25% Water Fund.
510-62001-110 510-62001-290 510-62001-291	Water Salaries & Benefits		-24,256 -7,854 -890 <b>[Reduce 33,000]</b>	
100-30112	Building Plan Check Revenue	112,500	<b>130,000</b> [Add 17,500]	Increase in plan check revenue
100-30115	Building Inspection Revenue	178,200	<b>118,000</b> [Reduce 60,200]	Lower than expected building inspection revenue

The requested modifications impact the following funds:

General Fund:	Net increase to expenses of \$75,700
Gas Tax Fund:	Net increases to expenses of \$40,000
Water Operations Fund:	Net increase expenses of \$436,000
Water Capital Fund:	Net increase to revenue of \$456,000

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**ACTIONS REQUESTED AT MIDYEAR:**

- 1] Accept Mid-Year Report [informational only]
  - 2} Adopt Resolution amending FY 2013 Operating Budget for the above-stated appropriations.
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**MIDYEAR BUDGET REVIEW - - GENERAL FUND REVENUE - July 1, 2012 - December 31, 2012**

The following is a detail summary of the current revenue position of the General Fund

DESCRIPTION	2012-13	ACTUAL		%
	BUDGET	12/31/2012	REMAINING	
30010 TAXES - SECURED	\$ 2,581,620	\$ 1,289,216	\$ 1,292,404	50%
30011 TAXES - UNSECURED	\$ 93,000	\$ 89,665	\$ 3,335	96%
30013 PROPERTY TAX SHARE/RPTTF	\$ 220,800	\$ 302,905	\$ (82,105)	137%
30014 TAXES - SUPPLEMENTAL	\$ 87,360	\$ 30,025	\$ 57,335	34%
30015 TAXES - HOPTR	\$ 25,100	\$ -	\$ 25,100	0%
30016 COUNTY COLLECTION FEE	\$ (49,274)	\$ -	\$ (49,274)	0%
30017 ERAF (STATE TRSFR)	\$ (1,163,860)	\$ (574,688)	\$ (589,172)	49%
30020 SALES TAXES - SAFETY	\$ 105,000	\$ 53,313	\$ 51,687	51%
30021 SALES AND USE TAXES	\$ 2,426,839	\$ 1,086,503	\$ 1,340,336	45%
30022 MEASURE J-LOCAL SALES TA	\$ 766,000	\$ -	\$ 766,000	0%
30023 VLF SWAP-SB1096	\$ 750,000	\$ 376,027	\$ 373,973	50%
30028 SA ADMIN COST ALLOWANCE	\$ 250,000	\$ 250,000	\$ -	100%
30030 TRANSIENT OCCUPANCY TAX	\$ 2,700,000	\$ 1,444,135	\$ 1,255,865	53%
30031 FRANCHISE TAXES	\$ 374,000	\$ 85,700	\$ 288,300	23%
30040 BUSINESS LICENSE	\$ 300,000	\$ 125,751	\$ 174,249	42%
30060 PROPERTY TRANS TAX	\$ 70,000	\$ 45,261	\$ 24,739	65%
<b>3001 TAXES</b>	<b>\$ 9,536,585</b>	<b>\$ 4,603,813</b>	<b>\$ 4,932,772</b>	<b>48%</b>
30102 ZONING FEES	\$ 27,000	\$ 10,825	\$ 16,175	40%
30104 SALES OF PUBLICATIONS	\$ 1,000	\$ 369	\$ 631	37%
30105 MICROGRAPHICS FEES	\$ 6,000	\$ 3,725	\$ 2,275	62%
30108 STRONG MOTION FEES (CITY	\$ 150	\$ 161	\$ (11)	107%
30111 FIRE PLAN CHECK FEE	\$ 9,500	\$ 6,101	\$ 3,399	64%
30112 BUILDING PLAN CHECK FEE	\$ 112,500	\$ 66,196	\$ 46,304	59%
30114 ENGINEER PLAN CHECK FEE	\$ 30,000	\$ 21,500	\$ 8,500	72%
30115 BUILDING INSPECTION/PROC	\$ 178,200	\$ 59,070	\$ 119,130	33%
30117 ENGINEERING INSPECTION/P	\$ 2,000	\$ 83	\$ 1,917	4%
30118 PLANNING FEES	\$ 4,000	\$ 1,100	\$ 2,900	28%
30119 TRAINING FEES	\$ 5,130	\$ 3,024	\$ 2,106	59%
30125 NEWSRACK FEES	\$ 132	\$ 498	\$ (366)	377%
<b>3010 FEES</b>	<b>\$ 375,612</b>	<b>\$ 172,652</b>	<b>\$ 202,960</b>	<b>46%</b>
30201 ANIMAL LICENSE	\$ 11,000	\$ 1,358	\$ 9,642	12%
30203 ENCROACHMENT	\$ 35,000	\$ 24,824	\$ 10,176	71%
<b>3020 LICENSES &amp; PERMITS</b>	<b>\$ 46,000</b>	<b>\$ 26,182</b>	<b>\$ 19,818</b>	<b>57%</b>
30301 PARKING FINES	\$ 50,000	\$ 26,419	\$ 23,581	53%
30302 CRIMINAL FINES	\$ 7,000	\$ 1,273	\$ 5,727	18%
30303 VEHICLE CODE FINES	\$ 25,000	\$ 12,370	\$ 12,630	49%
30307 CHP - SONOMA	\$ 500	\$ 845	\$ (345)	169%
30308 SONOMA P/C 33%	\$ 200	\$ 154	\$ 46	77%
30310 TRAFFIC VIOLATOR SCHOOL	\$ 2,500	\$ 2,115	\$ 385	85%
30311 COURT ORDERED RESTITUTION	\$ -	\$ 2,115	\$ (2,115)	
<b>3030 FINES &amp; FORFEITURES</b>	<b>\$ 85,200</b>	<b>\$ 45,291</b>	<b>\$ 39,909</b>	<b>53%</b>
30600 INTEREST INCOME	\$ 130,000	\$ 14,000	\$ 116,000	11%
30701 RENTAL INCOME	\$ 65,000	\$ 17,761	\$ 47,239	27%
30702 PARK RESERVATION	\$ 20,000	\$ 14,771	\$ 5,229	74%
30703 MOBILE HOME PARK ADM	\$ 10,272	\$ -	\$ 10,272	0%
30800 FILMING PERMIT FEE	\$ 3,000	\$ -	\$ 3,000	0%
<b>3060 INTEREST &amp; RENTS</b>	<b>\$ 228,272</b>	<b>\$ 46,532</b>	<b>\$ 181,740</b>	<b>20%</b>
31001 MV IN-LIEU	\$ 60,950	\$ 53,204	\$ 7,746	87%
31105 TRAFFIC CONGESTION RELIE	\$ 56,940	\$ -	\$ 56,940	0%
31301 STATE GRANTS	\$ -	\$ 6,141	\$ (6,141)	

31302 STATE MANDATED REIMBURSEMENT	\$	-	\$	5,248	\$	(5,248)	
<b>3100 STATE REVENUES</b>	<b>\$</b>	<b>117,890</b>	<b>\$</b>	<b>64,593</b>	<b>\$</b>	<b>53,297</b>	<b>55%</b>
31405 VOM FINANCE AGMT	\$	26,000	\$	13,000	\$	13,000	50%
31502 POLICE SERVICES	\$	38,000	\$	19,572	\$	18,428	52%
31503 ANIMAL SERVICES	\$	1,000	\$	30	\$	970	3%
31504 SPECIAL PUBLIC WORKS	\$	20,000	\$	4,669	\$	15,331	23%
31507 STREET SWEEPING	\$	9,052	\$	4,526	\$	4,526	50%
31508 OTHER-CHARGES FOR SVC	\$	4,400	\$	1,688	\$	2,712	38%
31509 STID ADMIN SERVICES	\$	4,400	\$	23,308	\$	(18,908)	530%
31510 PUBLIC WORKS INSPECTIONS	\$	5,000	\$	4,669	\$	331	93%
<b>3110 CHARGES FOR SERVICES</b>	<b>\$</b>	<b>103,452</b>	<b>\$</b>	<b>71,462</b>	<b>\$</b>	<b>31,990</b>	<b>69%</b>
33001 BILLINGS - EMS (ADJUSTME	\$	1,770,000	\$	1,109,137	\$	660,863	63%
33002 FIREMED MEMBERSHIP	\$	46,000	\$	7,843	\$	38,157	17%
<b>3300 EMS</b>	<b>\$</b>	<b>1,816,000</b>	<b>\$</b>	<b>1,116,980</b>	<b>\$</b>	<b>699,020</b>	<b>62%</b>
35001 SALE OF PROPERTY	\$	1,000	\$	340	\$	660	34%
35007 YOUTH/FAMILY SVS GRANT	\$	32,500			\$	32,500	0%
35016 REMIF REBATES	\$	-			\$	-	
35021 PG&E SOLAR REBATES	\$	24,000	\$	13,363	\$	10,637	56%
37201 TRANSFER FROM RESERVES	\$	-			\$	-	
<b>3500 MISCELLANEOUS</b>	<b>\$</b>	<b>57,500</b>	<b>\$</b>	<b>13,703</b>	<b>\$</b>	<b>43,797</b>	<b>24%</b>
37200 TRANSFER IN	\$	565,154	\$	294,644	\$	270,510	52%
<b>3700 TRANSFERS</b>	<b>\$</b>	<b>565,154</b>	<b>\$</b>	<b>294,644</b>	<b>\$</b>	<b>270,510</b>	<b>52%</b>
<b>30000 TOTAL REVENUE</b>	<b>\$</b>	<b>12,936,065</b>	<b>\$</b>	<b>6,455,852</b>	<b>\$</b>	<b>6,475,813</b>	<b>50%</b>

40000 TOTAL GENERAL FUND EXPENDITURES \$ (5,982,308)

FUND POSITION - REVENUE EXCEEDS EXPENDITURES \$ 473,544

**CITY OF SONOMA**

**RESOLUTION \_\_\_-2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA  
AMENDING THE FY 2012-2013 BUDGET**

WHEREAS, the 2012-2013 Fiscal Year Budget was adopted on July 2, 2012,  
and

WHEREAS, subsequent to its adoption issues have arisen which require  
amendments to the FY 2013 operating budget, and

WHEREAS, the City Council, following review of the 2013 Midyear Budget,  
determined that a budget amendment should be made as stated on Exhibit A to this  
resolution, and

WHEREAS, sufficient funds are available in the individual funds for this budget  
amendment.

NOW, THEREFORE, BE IT RESOLVED by this City Council that the Budget for  
Fiscal Year 2013 is hereby amended as stated.

The foregoing Resolution was duly adopted this 4th day of March 2013, by the following roll  
call vote:

AYES: ( )  
NOES: ( )  
ABSENT: ( )  
ABSTAINING: ( )

\_\_\_\_\_  
Ken Brown, Mayor

ATTEST:

\_\_\_\_\_  
Gay Johann, City Clerk

EXHIBIT A  
RESOLUTION NO. \_\_\_\_\_-13

Account Code	Account Name	2012/13 Budget	Requested Modification	Reason
302-51001-314	Streets (Gas Tax) Engineering	0	<b>Add 40,000</b>	Appears to have been a budgeting error. \$44K was budgeted in the prior two years for this item.
510-62001-314	Water Utility\ Engineering	51,000	<b>64,000</b> [Add 13,000]	Requested modification reflects the actual anticipated costs based on the mid-year actual spent of \$32K.
512-37200	Water CIP Construction	0	<b>Transfer from Water Utility to Water Capital 456,000</b>	Preliminary designs for the West Napa Street Water System Replacement Project (\$100K), Zone 1 and 2 Water Main Intertie Project (\$100K) and Field of Dreams (Well #8) Well Assessment and Development Plan (\$256,000) were approved in the 2012-13 CIP Budget but no budget transfers were made from the Water Utility Fund to the Water CIP to fund the work.
100-43040-110 100-43040-290 100-43040-291	Building Salaries & Benefits		24,256 7,854 890 <b>[Add 33,000]</b>	Reallocate Building Inspector's hours from 10 hours per week to 30 hours per week [modified from 25% General Fund and 75% Water Fund to 75% General Fund and 25% Water Fund.
510-62001-110 510-62001-290 510-62001-291	Water Salaries & Benefits		-24,256 -7,854 -890 <b>[Reduce 33,000]</b>	
100-30112	Building Plan Check Revenue	112,500	<b>130,000</b> [Add 17,500]	Increase in plan check revenue
100-30115	Building Inspection Revenue	178,200	<b>118,000</b> [Reduce 60,200]	Lower than expected building inspection revenue



City of Sonoma  
City Council  
Agenda Item Summary

<b>Agenda Item:</b>	<b>10A</b>
<b>Meeting Date:</b>	<b>03/04/2013</b>

<b>Department</b> Administration	<b>Staff Contact</b> Gay Johann, City Clerk/Assistant to the City Manager
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**Agenda Item Title**

Councilmembers' Reports on Committee Activities.

**Summary**

Council members will report on activities, if any, of the various committees to which they are assigned.

MAYOR BROWN	MPT. ROUSE	CLM. BARBOSE	CLM. COOK	CLM. GALLIAN
AB939 Local Task Force	ABAG Alternate	Cittaslow Sonoma Valley Advisory Council, Alt.	Cemetery Subcommittee	ABAG Delegate
Oversight Board to the Dissolved CDA	City Audit Committee	North Bay Watershed Association	City Facilities Committee	Cemetery Subcommittee
Sonoma Community Center Subcommittee	City Facilities Committee	Sonoma Community Center Subcommittee	LOCC North Bay Division Liaison	Cittaslow Sonoma Valley Advisory Council
Sonoma County Health Action, Alternate	Sonoma County Mayors & Clm. Assoc. BOD	Sonoma County Transportation Authority & Regional Climate Protection Authority, Alternate	Oversight Board to the Dissolved CDA, Alt.	City Audit Committee
Sonoma County Mayors & Clm. Assoc. BOD	Sonoma County M & C Assoc. Legislative Committee, Alt.	Sonoma County Waste Management Agency	Sonoma County M & C Assoc. Legislative Committee	LOCC North Bay Division Liaison, Alternate
Sonoma Disaster Council	Sonoma Disaster Council, Alternate	Sonoma County/City Solid Waste Advisory Group (SWAG)	S. V. Library Advisory Committee	Sonoma County Transportation Authority & Regional Climate Protection Authority
Sonoma Housing Corporation	Sonoma Housing Corporation	VOM Water District Ad Hoc Committee, Alternate		Sonoma County/City Solid Waste Advisory Group (SWAG), Alt.
S. V. Citizens Advisory Commission	Sonoma Valley Citizens Advisory Comm. Alt.	Water Advisory Committee, Alternate		LOCC North Bay Division, LOCC E-Board, Alternate (M & C Appointment)
S.V.C. Sanitation District BOD	S.V.C. Sanitation District BOD, Alt.			Sonoma County Ag Preservation and Open Space Advisory Committee (M & C Appointment)
S.V. Economic Development Steering Committee	S.V. Economic Development Steering Committee, Alt.			VOM Water District Ad Hoc Committee
S.V. Fire & Rescue Authority Oversight Committee	S.V. Fire & Rescue Authority Oversight Committee			Water Advisory Committee
S. V. Library Advisory Committee, Alternate				
Substance Abuse Prevention Coalition				

**Recommended Council Action** – Receive Reports

**Attachments:** None