



2022-0024785

Recorded		REC FEE	128.00
Official Records		TAX	3421.00
County of			
Marin			
SHELLY SCOTT			
Assessor-Recorder			
County Clerk			

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
))
Marin Open Space Trust)
P.O. Box 4133)
San Rafael, CA 94913)

10:44AM 28-Jun-2022 | Page 1 of 39



Exempt from fee per GC 27388.1 (a) (2); recorded concurrently in connection with a transfer subject to the imposition of documentary transfer tax

DOCUMENTARY TRANSFER TAX \$ 3,421.00
 COMPUTED ON VALUE OF INTEREST CONVEYED.
 COMPUTED ON VALUE OF INTEREST CONVEYED LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME

PROJECT: San Geronimo Valley River Parkway Project OF SALE.

APN: 168-250-41, 172-372-14, and 172-372-01

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Conservation Easement") is made this 11th day of May 2022, by The Trust for Public Land, a California nonprofit public benefit corporation ("Grantor"), in favor of Marin Open Space Trust, a California nonprofit public benefit corporation ("Grantee");

RECITALS

- A. Grantor is the sole owner in fee simple of one-hundred and thirty-five acres (135 acres) of certain real property in the San Geronimo Valley (the "Valley"), County of Marin, State of California, designated Assessor's Parcel Numbers 168-250-41; 172-372-14; and 172-372-01, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").
- B. Grantee is a publicly-supported, tax-exempt nonprofit land organization qualified to hold this Conservation Easement under Sections 501(c)(3) and 170(h) of the Internal Revenue Code and Section 815.3 of the California Civil Code, and has as its primary purpose the preservation, protection, and enhancement of land in its natural, ecologically significant, scenic, open and recreation condition for scientific, charitable and educational purposes. Grantee is a member of the California Council of Land Trusts.
- C. The Property possesses numerous natural physical conditions and features of conservation value, including ecological, scientific, watershed, natural water flow, water quality, aquatic, salmonid and riparian habitat, wildlife habitat and wildlife migration corridors, nature experience and education, open space, viewshed, fire

resilience and safety and compatible public recreation values (collectively, "Conservation Values") that are of great importance to Grantor, Grantee, and the people of the State of California, provide a significant public benefit, and are worthy of conservation. Without limiting the foregoing, the Conservation Values are more specifically identified and described in the Baseline Report, and include, without limitation, all of the following:

1. Native Fish and Wildlife Habitat: The Property is protected to support, and is intended to be managed, primarily for restored and enhanced native fish and wildlife habitat, increased ecological diversity, and increased resilience to climate change, including aquatic and terrestrial linkages and habitat connectivity to adjacent public open space lands. The Property includes portions of San Geronimo Creek and Larsen Creek (the "Creeks"), both of which provide current and future potential value as spawning, rearing and migratory habitat for Central California Coast (CCC) coho salmon and steelhead trout, as well as instream, pond and upland habitat for California red-legged frog. The Property provides valuable wildlife connectivity across the Valley floor, connecting adjacent habitat areas to the north and south; supports important riparian, oak and grassland habitats; and provides extensive and diverse habitat for native flora and fauna. Management priorities include habitat and natural process restoration in the floodplain and channel migration zones of the Creeks; removal of barriers to fish passage; implementation of instream and riparian habitat restoration and other similar projects that improve fish and wildlife habitat and water quality, lower instream temperatures, and improve incised creek channels; and projects which sustain and improve upland wildlife and natural habitat values and wildlife linkages.
2. Enhanced Streamflows and Water Quality Protection: The Property is protected to eliminate the excessive historic water consumption uses that are determined to no longer support the Conservation Values, including limiting irrigation to restoration purposes, prohibiting off-site diversions, and ensuring the permanent instream dedication of the entirety of the existing riparian and Appropriative Water Rights to instream flow to improve water quality and habitat conditions overall and to increase stream flow during the spring and early summer salmonid spawning and rearing seasons.
3. Trail Circulation and Connections: The Property is protected to provide non-motorized wildlife- and conservation-compatible recreational circulation in the Valley by providing and supporting connectivity to adjacent public open spaces via accessible public paths.
4. Publicly Accessible Natural Open Space: The Property is protected to provide a publicly accessible natural open space in the Valley that is available to support compatible community and recreational uses, consistent with the Conservation Easement. Restoration of the Property

shall eliminate the broad use of fertilizers, herbicides and other chemicals that were historically applied on the Property, and ensure that future herbicide use is strictly limited to essential weed management activities which avoid negative effects to Conservation Values, including native species, water quality and aquatic wildlife and habitat.

5. Fire Resilience and Safety: The Property is protected to increase stream flows and improve riparian and upland habitat conditions to support fire resilience and safety in the Valley. Fuel management and other fire safety measures shall be accomplished through active coordination with, and following ecologically sustainable fire safe protocols from, the Marin County Fire Department and other qualified fire experts.
- D. The current physical and ecological conditions and Conservation Values of the Property are more specifically documented in a Baseline Report dated February 28, 2022, which includes reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the condition of the Property at the time of this grant of Conservation Easement and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this Conservation Easement. Updated, accurate ecological information supplemental to the Baseline Report may be collected by Grantee to reflect improved conditions over time, a copy of which shall be provided to the Grantor, and which Grantor shall review and execute upon approval, which approval shall not be unreasonably withheld.
 - E. As further documented in the Baseline Report, the Property was operated as a golf course, with a few intermittent closures, from approximately 1967 to December 2018. The golf course was among the largest water users in Marin County each year. Most of this water was purchased from the Marin Municipal Water District with the remainder diverted from Larsen Creek in the amount of 20 acre-feet per year as provided under permit number 20902 (Water Right ID A029905) issued by the State Water Resources Control Board in February 1991 (the "**Appropriative Water Right**").
 - F. Pursuant to the provisions of Public Resources Code Sections 80100 through 80101, the State of California Natural Resources Agency's River Parkways Grant Program ("Natural Resources Agency") has made a grant of funds to Grantee using funds made available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68), as set forth in a River Parkways grant agreement ("River Parkways Grant Agreement") to fund the acquisition of this Conservation Easement for the acquisition, protection, and restoration of habitat to promote the recovery of threatened, endangered, and fully protected species and for the protection of wildlife corridors and significant open space, public access and recreation, natural landscapes and ecosystems.

- G. Grantee acknowledges and agrees that Grantor has embarked on a community engagement and planning process to create a framework (the “**Restoration and Reuse Vision Framework**” dated January 2022) in partnership with Trout Unlimited-National that will guide future use and restoration activities on the Property. The Restoration and Reuse Vision Framework (as it may be updated from time to time with Grantor and Grantee approval), subsequent management plans, and associated activities shall be and must remain consistent with the Conservation Purpose and other provisions of this Conservation Easement. Grantor and Grantee acknowledge that the Restoration and Reuse Vision Framework shall include provisions that provide for restoration of riparian areas along San Geronimo and Larsen Creeks, enhanced stream flows, improved water quality in the Creeks, improved floodplain and ecosystem processes, upland wildlife habitat connectivity and linkages, public access, wildlife- and conservation-compatible recreational activities, and fire safety measures, at a minimum. Grantee acknowledges and agrees that Grantor, or its successor in interest, shall perform, in concert with partner organizations including Trout Unlimited-National, restoration activities provided for in the Restoration and Reuse Vision Framework that will enhance, protect and support the Conservation Values, and both Grantor and Grantee acknowledge that such activities may entail impacts to natural resources including, without limitation, native vegetation, topography and instream conditions, which are necessary to secure improved long-term ecological conditions. Grantee further acknowledges and agrees that in implementing the Restoration and Reuse Vision Framework, Grantor, or its successor in interest, shall comply with the requirements of the California Environmental Quality Act (CEQA). In any circumstance in which the Restoration and Reuse Vision Framework is deemed inconsistent with the provisions of the Conservation Easement, the Conservation Easement provisions shall prevail.
- H. In acknowledgement of the urgent need for a new public fire station within San Geronimo Valley, the history of litigation and political controversy regarding past and future uses of the Property, and County of Marin’s possible desire to build a new fire station on a portion of the former San Geronimo golf course, Grantor shall reserve all development rights of the Property for the sole purpose of facilitating a future transfer of these rights to an adjacent parcel (Assessor Parcel Number 172-371-04), provided it is in public ownership, for the express use of a public fire station, pursuant to the easement terms herein.
- I. Grantor and Grantee acknowledge that Grantor has entered into an agreement, binding on Grantor and its successor in interest, providing Trout Unlimited-National with access to and uses of the Property consistent with natural resource protection and restoration elements of the Restoration and Reuse Vision Framework, in order to facilitate ecological restoration of instream, floodplain, upland and wildlife restoration activities, and any such activity conducted by Trout Unlimited-National, and Grantee will acquire the Conservation Easement subject to such agreement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby grants and conveys to Grantee a conservation easement in perpetuity over the Property subject to the following terms, conditions and restrictions ("Conservation Easement").

1. Conservation Purpose. It is the purpose of this Conservation Easement to preserve, enhance, restore and protect forever the Conservation Values of the Property, as defined and described in Recital C. This purpose shall hereinafter be referred to as the "Conservation Purpose of this Easement." Grantor and Grantee intend that the Conservation 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 health and viability of the Conservation Values of the Property. Grantor and Grantee intend that all of the Conservation Values will be fully preserved and protected in perpetuity, in a manner consistent with sustaining fire resilience for the Valley. In the event, however, that in a particular portion of the Property, the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the Conservation Values shall be preserved and protected in the following order: first priority shall be given to Conservation Values associated with Native Fish and Wildlife Habitat; second to Enhanced Streamflows; third to Publicly Accessible Natural Open Space; and fourth to Trail Circulation. The preceding sentence is not intended to nor shall it preclude the preservation and protection of all of the Conservation Values on the majority of the Property, including public access. Sustaining the Fire Resilience and Safety Conservation Values of the Property shall be incorporated into each of these activities in a manner that is compatible with these priorities.
2. Grantee's Rights. To accomplish the purpose of this Conservation Easement, subject to Grantor's reservation of future development rights for transfer as contemplated in Recital H above, Grantor hereby grants and conveys the following rights to Grantee:
 - 2.1 To preserve and protect the Conservation Values of the Property, including the evaluation and determination that the Restoration and Reuse Vision Framework and any subsequent management plans developed by Grantor are consistent with the Conservation Purpose of this Easement. The Restoration and Reuse Vision Framework will include guidance for restoration of aquatic, riparian and upland habitat areas, improvement of instream and floodplain conditions along San Geronimo and Larsen Creeks, water conservation measures and water quality improvements, protection of upland wildlife habitat and linkages, public access, wildlife- and conservation-compatible recreational uses, and fire safety measures;

- 2.2 To enter upon the Property at reasonable times in order to assess the condition of the Property, monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, including annual monitoring visits, provided that Grantee shall not unreasonably interfere with Grantor's authorized use, habitat restoration activities, possession and quiet enjoyment of the Property;
 - 2.3 To prevent any activity on or use of the Property that is inconsistent with the Conservation Purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;
 - 2.4 To ensure Grantor meets its duties as provided in Section 4 herein, including without limitation ensuring the dedication of the entirety of the Appropriative Water Right to San Geronimo and Larsen Creeks to improve instream flows, habitat, and water quality and lower water temperature, all as necessary to protect, restore and sustain the biological and ecological resources and Conservation Values of the Property;
 - 2.5 To erect and maintain signs or other appropriate markers on the Property which are visible from a public road and bear information indicating that the Property is protected by a conservation easement owned by Grantee and acknowledging the role of the California Natural Resources Agency, the Wildlife Conservation Board ("WCB"), The Trust for Public Land and other funding partners. The location of the signs shall be determined by mutual consent of Grantor and Grantee, which consent shall not be unreasonably withheld.
 - 2.6 To provide access to WCB no less than once in any period of three (3) calendar years, for the purpose of assessing Grantee's compliance with the terms, covenants, and conditions of the grant agreement between WCB and Grantee.
3. Prohibited Uses. Any activity on or use of the Property is prohibited if it is, or is reasonably likely to become, inconsistent with the Conservation Purpose of this Conservation Easement. The following activities on and uses of the Property are, without limitation, expressly prohibited:
 - 3.1 Any and all activities and uses that are incompatible with any Conservation Value and which adversely affect or reasonably may adversely affect the Conservation Purpose of this Easement, which prohibited uses shall include golf and other uses that require irrigation and/or removal or frequent manipulation of significant areas of natural habitat, except as expressly permitted herein, such as recreational trails;

- 3.2 The use or diversion of water from San Geronimo or Larsen Creeks or their tributaries for any purpose, and the use of municipal water for non-native landscaping. Any irrigation deemed necessary by Grantor to Grantee's reasonable satisfaction to protect, restore, and enhance the Conservation Values and expressly incorporated in the Restoration and Reuse Vision Framework shall be limited to the extent feasible and shall be sourced exclusively from municipal water supplies. Restoration of riparian habitat, wetlands and seasonal ponds on the Property shall not be prohibited by this clause, but must be conducted in a manner consistent with the Conservation Purpose of this Easement;
- 3.3 The use or application of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals except to the minimum extent required to protect or restore the Conservation Values in accordance with best management practices and consistent with the Restoration and Reuse Vision Framework or subsequent approved management and restoration plan(s). The use of rodenticides and aquatic biocides is strictly prohibited, except in limited and specific circumstances where such use is determined to the satisfaction of both Grantor and Grantee to be specifically required to prevent or address imminent material harm to the Conservation Values and is applied in a manner that ensures no individual or cumulative adverse effects on non-target species;
- 3.4 The use of any motorized vehicles on or off trails and roads, including without limitation motorcycles, mopeds, electric carts and four-wheelers, and the use of motorized drones or similar devices, except as provided below. Any such use shall be conducted consistent with the Conservation Purpose of this Easement and in a manner that protects and does not harm or impair the Conservation Values:
- i. The use of motorized vehicles on the Property's roads and paved pathways by Grantor or others under Grantor's control, as reasonably required for property management activities, emergency response or other expressly permitted uses of the Property consistent with the Conservation Purpose of this Easement;
 - ii. The limited use of motorized vehicles, including mowers and restoration equipment, off roadways when reasonably necessary for property management or to meet the Conservation Purposes of this Easement, including to restore, enhance, and protect the Conservation Values;
 - iii. Motorized wheelchairs or other universal access equipment when operated consistent with their intended universal access purpose;
 - iv. Use of motorized vehicles as reasonably necessary by Grantee to conduct annual easement monitoring or compliance activities consistent with Paragraph 2 above;
- 3.5 The removal or conversion of native habitat, except as expressly provided in management and restoration plan approved by Grantee, which plan must evaluate opportunities and alternatives for restoration and demonstrate compatibility with the Conservation Purpose of this Easement including

protection of the Conservation Values;

3.6 Agricultural activities of any kind including cultivation and irrigation of crops of any kind, raising, grazing and managing livestock, and other agricultural activities for commercial or recreational purposes, except as follows:

i. With respect to agricultural activities: the prohibition of agricultural activities shall not include the management, stewardship and sustainable non-commercial harvesting of native plants in a natural setting for cultural and recreational purposes provided it is conducted in a manner consistent with the Purpose and terms of this Conservation Easement; and

ii. With respect to livestock grazing: for the sole and express purpose of sustainably managing invasive weeds and/or fuel loads and enhancing habitat health, the periodic, well-managed use of livestock outside of riparian, aquatic and other sensitive habitat areas may be allowed as provided herein. Use of grazing for this purpose shall be conducted in a manner that is fully consistent with the Conservation Purpose of this Easement and requires a written grazing management plan. Such plan will include robust provisions to ensure the protection of sensitive habitat, wildlife, recreational and cultural resources, including without limitation the following elements:

- a. Clearly defined goals and measures of success for the grazing activities.
- b. Fencing, water, and all other infrastructure required for this purpose shall be temporary and managed to avoid impacts, including impacts to wildlife. All such infrastructure shall be removed not later than 72 hours after removal or relocation of livestock.
- c. Under no circumstances shall injury or damage to livestock or infrastructure be deemed grounds for harassment or removal of wildlife.
- d. While certain trails or fields may be temporarily inaccessible due to short-term grazing activities, care will be taken to minimize impacts to public uses of the Property, and at no time will grazing activities result in significant disruption to recreational access along main connector trails between the existing Clubhouse (or other building) on Grantor's adjacent parcel and adjacent open space areas.
- e. The maximum duration of grazing on the Property shall be 30 days in total over the course of any calendar year, unless to meet specific weed management goals, with the express approval of Grantee in its sole discretion.
- f. The grazing plan shall be prepared on behalf of Grantor and approved in writing by Grantee in consultation with Trout Unlimited-National prior to initiation of grazing activities, and shall include annual monitoring of grazing treatments to assess their effectiveness and ensure no harm or impairment of the Conservation Values. A report of the findings shall be provided by Grantor to Grantee and Trout Unlimited-National

within six months of each grazing treatment; failure to meet this requirement may result in suspension of grazing.

- g. Grazing activities shall be managed at all times to the satisfaction of the Grantee, who may require that grazing be discontinued at any time if deemed to be inconsistent with the Conservation Purpose of this Easement or terms or the provisions of the approved grazing plan.
 - h. The grazing plan will be reviewed by Grantor and Grantee not less than every three years for consistency with the Conservation Purpose of this Easement;
- 3.7 Fishing in streams is prohibited. Use of ponds for recreational casting is allowable, provided that in no circumstance shall fish stocks be planted or maintained, in any stream or pond on the Property, unless with the appropriate permits and approvals by California Department of Fish and Wildlife, and implemented in a manner consistent with the Conservation Purpose of this Easement;
- 3.8 Recreational hunting is prohibited. Property management activities which hunt, trap, kill, or remove native species is prohibited, except in rare circumstances to control specific animals which are diseased or exhibiting dangerously aberrant behavior which present an imminent threat to human safety or material harm to the Conservation Values. In such a case, such activities shall require prior written notice to Grantee and shall use selective control techniques limited to specific individual animal(s) that have caused damage or present an imminent threat or, with Grantee's prior written approval, has been determined to be necessary to promote or sustain biodiversity in accordance with restoration and enhancement activities. All actions hereunder shall be in full compliance with applicable law, including but not limited to obtaining depredation permits, if applicable, shall not include the use of biocides with significant potential to impact non-target species, and shall be consistent with the Conservation Purpose of this Easement;
- 3.9 Residential or industrial uses, including without limitation, expansion or creation of municipal or private facilities such as wastewater treatment facilities, communications towers or arrays, or any type of electrical utilities;

- 3.10 Commercial uses, except ancillary activities approved by Grantee which are fully consistent with the Conservation Purpose of this Easement, supportive of and complimentary to the nature interpretation, public park, recreational access or other purposes of the Conservation Easement, and incorporated in the Restoration and Reuse Vision Framework or a subsequent Grantee-approved management plan. An example of such use would be bicycle use of trails in association with a nearby bicycle rental business, or periodic public events which include temporary commercial activities that involve low-impact use of the Property. Grantor shall provide a minimum of sixty (60) days advance notice to Grantee of proposed initiation or modification of compatible commercial activities for Grantee's review and approval. In no case shall commercial activities significantly reduce or impair the quiet natural setting, nature interpretation activities, wildlife use or other Conservation Values of the Property, and Grantee shall have the authority, as provided in Section 2, to condition or prohibit activities which it reasonably determines to be inconsistent with the terms or Purpose of this Conservation Easement;
- 3.11 New structures, roads or facilities of any kind, except as expressly provided herein and below:
- i. Repair, maintenance, replacement, redesign, repurpose or removal of structures located in an existing maintenance area is allowed, provided such structures shall remain within an identified building envelope, as identified in Exhibit A, and shall be designed and used to support outdoor education, nature interpretation, land stewardship, community engagement, native plant propagation, property management and/or similar non-commercial uses related to the Conservation Purposes of this Easement. Relocation of the building envelope to an ecologically superior location within the Conservation Easement area and construction of structures equal to or less than the existing total square footage and installation of related infrastructure (e.g. septic system(s), electrical service) is permissible with Grantee's approval to facilitate ecological restoration and/or improve public access, provided that the original site is restored to natural habitat in an ecologically healthy and stable condition;
 - ii. In a building envelope located in proximity to the Lagunitas School access point for that express purpose, as identified in Exhibit A, a public restroom may be constructed in a manner that protects the Conservation Values and is approved in writing by Grantee;
 - iii. Maintenance, repair, and reconstruction of existing fences, roads, cart paths, bridges and gates, as identified in Exhibit B, are permitted. Construction of new or replacement fences, gates and surfaced trails is permitted if reasonably necessary for permitted uses and activities, including natural resource protection;
 - iv. Reasonably required signage and trail improvements necessary to support the safe conduct of passive recreational access, outdoor education and restoration, and approved in advance by Grantee;
 - v. Temporary infrastructure for the duration of its purpose as provided in Section 3.6.

- vi. Any new or replaced fencing on the Property must be the minimum necessary for its purpose, and must be designed and maintained to incorporate current, regionally appropriate 'best practices' to ensure unimpaired wildlife movement onto, across, and off the Property;
 - vii. Infrastructure associated with and expressly approved through floodplain and habitat restoration projects conducted with the approval of Grantee and subject to all associated regulatory permits and requirements.
- 3.12 Recreational facilities which require or result in removal of natural habitat, manipulation of natural topography, impacts to wildlife connectivity, irrigation and/or other intensive land or water uses are prohibited. Examples include, without limitation: tennis courts, soccer fields, lawns or event spaces. Placement of benches, tables, interpretive features using natural materials, and similar low impact amenities in suitable locations are not prohibited;
- 3.13 Any legal or de facto division, subdivision or partitioning of the Property, including but not limited to gaining recognition of previously unrecognized parcels created by patent or deed, conveyance, subdivision or survey, and/or any sale, transfer or conveyance of any one portion or parcel apart from the sale, transfer or conveyance of the entire Property, and the seeking of a partition of the Property as a remedy in a lawsuit are prohibited, provided, however, that, with no less than thirty (30) days advance notice to Grantee, any such division, subdivision, sale, transfer, conveyance or partition is permissible only if accomplished in connection with an action initiated by an entity exercising the power of eminent domain where public necessity of the proposed project has been clearly demonstrated to Grantor and Grantee to their respective reasonable satisfaction;
- 3.14 Sale or transfer of development rights between parcels or to the benefit of any other property is prohibited, except as contemplated in Recital H and expressly provided in Section 5.2;
- 3.15 New infrastructure that would support a use or development off the Property is prohibited. Infrastructure that is reasonably necessary to support a use or activity on the Property expressly allowed under this Conservation Easement shall in every case be designed, installed and maintained in a manner that is fully protective of the Conservation Values;
- 3.16 Commercial power generation, including solar and wind farms; wires, lines, pipes, cables, solar panels, wind-generation facilities, other alternative energy systems, or other facilities are prohibited, except as follows: electrical, gas, water, sewer, communications, energy generation, or other utility services necessary to, and designed to solely serve, the limited improvements permitted herein on the Property, as provided in Section 3.15 above;

- 3.17 Depositing, accumulation or long-term storage of soil, trash, ashes, refuse, waste, bio-solids, hazardous substances or any other such materials, except that native organic materials and fill generated on-site may be stored on the property for a period of up to six (6) months or indefinitely if integral to an on-site habitat restoration project and managed consistent with the Conservation Purpose of this Easement;
- 3.18 Planting, introduction or dispersal of non-native or exotic plant or animal species;
- 3.19 Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property except as may be part of the Restoration and Reuse Vision Framework or integral to a Grantee-approved on-site habitat restoration project;
- 3.20 Altering the surface or general topography of the Property, including building of new roads, except as may be required to carry out the Restoration and Reuse Vision Framework or integral to a Grantee-approved on-site habitat restoration project; provided that any future relocation of existing paved pathways does not constitute road creation if integral to an on-site habitat restoration project;
- 3.21 Removing, destroying, or cutting of native trees and shrubs, or other native vegetation, except (1) as reasonably required as part of a fuel management plan accepted by Grantee, (2) for maintenance of foot trails or roads, (3) for prevention or treatment of disease, (4) as necessary to prevent personal injury or property damage, (5) for removal of non-native or invasive plant species, (6) for on-site habitat restoration projects, including large-scale floodplain restoration projects or (7) if vegetation has died. Standing snags and large woody debris will be retained to the fullest extent possible consistent with public safety; Grantor shall have the right to remove non-native trees and landscaping, as desired to promote the ecological health of the site;
- 3.22 New water diversions or water storage projects, except as may be needed for habitat restoration purposes, and except that existing water diversion and storage infrastructure may be removed or reconfigured to further the Conservation Values and in accordance with an on-site habitat restoration project;
- 3.23 Any activity that could cause degradation or pollution of any surface or sub-surface waters, except if minor, temporary and incidental after implementing best management practices and solely as a result of carrying out a Grantee-approved on-site habitat restoration project;

- 3.24 Recreational or educational activities on the Property that are incompatible with the Conservation Purpose of this Easement, including without limitation, material conversion of natural habitat to recreational infrastructure such as ball fields, use of motorized equipment such as drones and remote-controlled vehicles, uncontrolled dog access, especially to sensitive habitat areas including creeks and ponds, and activities or equipment that generate sustained noise levels or other impacts inconsistent with passive nature appreciation and wildlife habitat. Expressly permitted recreational activities shall include (a) non-commercial low-intensity public outdoor recreation and education, including hiking, nature study and other such uses similar in nature and intensity, including limited temporary equipment or facilities placement reasonably necessary to support such uses such as pop-up shade structures and (b) passive recreational and educational uses that are compatible with, and that are authorized in, the Restoration and Reuse Vision Framework or a subsequent Grantee-approved plan, provided any such activities are consistent with the Conservation Purpose and terms of this Conservation Easement, occur in suitable locations as provided in the Restoration and Reuse Vision Framework, and do not materially interfere with, impair or threaten to interfere with or impair the Conservation Values;
- 3.25 Construction, placement, or erection of any sign or billboard on the Property, except as provided in Section 2.5 of this Conservation Easement, or as may be reasonably required to support the allowed recreational and educational uses of the Property, compatible public art exhibits, and similar communication goals consistent with the Conservation Purpose of this Easement. Such signage shall be designed and maintained to be consistent with the Conservation Purpose of this Easement and subordinate to the natural features of the Property;
- 3.26 The excavation, removal, destruction, or sale of any archeological artifacts or remains found on the Property, except for research or cultural purposes as authorized in the Restoration and Reuse Vision Framework and an archeological excavation plan approved by a qualified cultural resource professional prior to excavation and subject to Grantee's approval. Excavation must be consistent with the approved excavation plan and any required permits, as confirmed by a qualified cultural resource professional during and after the excavation. To the fullest extent feasible, an authorized representative of the native community most closely affiliated with the archeological artifacts shall be consulted and included in the planning and implementation of any such activities consistent with State Historic Preservation Office policies or relevant successor governmental policies or regulations;

3.27 Installation or management of lighting with the potential or actual effect of impacting wildlife, night sky viewing, natural habitat conditions and the enjoyment of the Property and neighboring properties. Lighting required for public safety or other necessary purposes may be installed with Grantee's prior approval, shall be of the lowest intensity feasible for the required purpose and shall be down-cast and minimized to avoid impacts to the Conservation Values.

4. Grantor's Duties. Grantor shall not undertake or allow any activity or use that is inconsistent with the Conservation Purpose of this Easement. Grantor shall establish and enforce property use guidelines consistent with the Conservation Purpose of this Easement and its terms, and actively undertake all reasonable actions necessary to prevent prohibited uses and/or activities that may degrade or harm the Conservation Values of the Property, as further provided herein.

4.1 Grantor shall support and recognize the restoration and public access goals provided in the Restoration and Reuse Vision Framework and prepare subsequent management plans if and as required herein to ensure that all activities on the Property are consistent with the Conservation Purpose of this Easement. In order to maximize the value of the public's investment in this Property for salmonid recovery and wildlife habitat, Grantor shall (i) make the Property available to qualified restoration institutions, through formal restoration agreements with Trout Unlimited-National or other conservation partners, including through Grantor's Restoration Agreement with Trout Unlimited-National effective as of February 1, 2022 to conduct the planning, implementation, monitoring and maintenance of floodplain, wildlife and habitat restoration projects, and (ii) cooperate with all such conservation partners and make all reasonable efforts to support and facilitate such restoration efforts. Upon recordation, Grantor shall prevent any withdrawal of water resources from San Geronimo or Larsen Creeks on the Property and shall, within 3 years of the effective date of this Conservation Easement, petition the State Water Resources Control Board and diligently pursue efforts to dedicate the entirety of the Appropriative Water Right, totaling not less than 20 acre feet, to San Geronimo and Larsen Creeks in accordance with Section 1707, subdivision (c), of the State Water Code to improve instream habitat, increase stream flow and lower water temperature, all as necessary to protect, restore and to sustain the biological and ecological resources and other Conservation Values of the Property.

4.2 Grantor, and its successors, shall ensure that the terms and conditions of the Conservation Easement are taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets that the Grantor proposes to authorize, create, sell, exchange or transfer, and to notify the Grantee at least forty-five (45) days prior to any such proposed establishment. Upon receipt of any such notice Grantee shall promptly furnish a copy of the same to WCB and the Natural Resources Agency.

4.3. Mitigation. This Conservation Easement shall not be used to satisfy any requirement or condition imposed by any permit, agreement, authorization or entitlement for use ("Mitigation"), including without limitation any requirement to compensate for or otherwise offset impacts of an activity without prior written approval from Grantee, the Natural Resources Agency, and WCB. No Mitigation shall be approved on account of: (i) the protection of the Property resulting from its acquisition or ownership of this Conservation Easement by Grantee; (ii) any proposed Mitigation that is inconsistent with this Conservation Easement; or (iii) any activity on the Property (including but not limited to restoration) that was used to cure, correct, or otherwise remedy any breach or default of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the Conservation Purpose of this Easement and the terms and prohibitions herein.

5.1 Consistent Uses. Use of the Property shall be confined to activities and uses that are consistent with the Conservation Purpose of this Easement. If a use of the Property is not expressly prohibited by the Conservation Easement then it is deemed to be permitted provided that it is not inconsistent with the Conservation Purpose of this Easement and the terms and conditions herein.

5.2 Reservation of Development Rights for Public Fire Station. Grantor reserves to itself, and to its successors, and assigns, the development rights of the Property including the right to transfer all such development rights of the Property to an adjacent parcel (Assessor Parcel Number 172-371-04) for the sole and express purpose of facilitating the development of a public fire station or related public facility for use by Marin County on such adjacent parcel, provided that at the time of transfer the Property is owned by the County, and provided that such transfer occur within five (5) years of the recording date of this Conservation Easement.

6. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or

the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate irreparable and imminent damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, et seq., inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement. Subsequent to any future transfer of the property, the original Grantor, The Trust for Public Land, shall also retain standing as an interested party in any proceeding affecting this Conservation Easement.

6.1. Costs of Enforcement. Any costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

- 6.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 6.3. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and natural earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee, its employees, volunteers or other agents. However, Grantor shall make reasonable efforts to prevent further damage and remediate impacts to Conservation Values which occurred as a result of a natural cause or emergency action as described in Sections 6.3(i) and (ii), and Grantee shall make reasonable efforts to remediate impacts as a result of section (iii) herein.
- 6.4. Natural Resources Agency Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by the California Natural Resources Agency if the California Natural Resources Agency reasonably determines that Grantee is failing to enforce the terms of the Conservation Easement. These rights are in addition to, and do not limit, the rights of enforcement under Section 2 above.
- 6.5. Wildlife Conservation Board. In the event of a default, in addition to all other remedies under Section 6 above, WCB may require the Grantee to convey its interest in the Conservation Easement to WCB or, at the election of WCB, to another entity or organization authorized by California law to acquire and hold conservation easements and which is willing and financially able to assume all the obligations and responsibilities of the former easement holder.
7. Access. This Conservation Easement grants and conveys a general right of access to the Property to the public subject to the provisions of the Restoration and Reuse Vision Framework, the terms of this Conservation Easement, and the management practices of the Grantor, as such practices exist from time-to-time, including, without limitation, practices intended to ensure the health and safety of the public and the protection of the Conservation Values. Access shall also be provided by Grantor to Trout Unlimited-National and its assigns as reasonably required for the planning,

design, implementation, management and monitoring of Grantor-approved floodplain and habitat restoration activities, including without limitation projects included in the Restoration and Reuse Vision Framework, which approval shall not be unreasonably withheld.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property; except and only to the extent specifically provided through formal restoration agreements with Trout Unlimited-National or other conservation partners. Grantor agrees that Grantee shall have no duty or responsibility for the operation or maintenance 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. Grantor remains solely responsible for complying with all applicable laws and for obtaining or ensuring restoration partners obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.
 - 8.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.
 - 8.2. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of Grantee or any of its employees; (2) the obligations specified in Sections 4, 8, and 8.1; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or

reimburse Grantee for all charges incurred in defending the action or proceeding.

- 8.3. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.
9. Assignment. In the event that Grantee decides to voluntarily assign its interest under this Conservation Easement, Grantee shall request Grantor's approval of the proposed assignee, which approval may not be unreasonably withheld. Any proposed assignee must meet the following qualifications: (a) be qualified at the time of transfer under Code § 170(h) (26 U.S.C. § 170(h)), and the applicable regulations promulgated thereunder; (b) be authorized to acquire and hold conservation easements under California Civil Code §§ 815–816 (or any successor provision then applicable); (c) have as its primary purpose the preservation, protection, and enhancement of land in its natural, ecologically significant, scenic, open, and recreation condition for scientific, charitable and educational purposes; (d) be subject to the jurisdiction of the Superior Court of the State of California; (e) be reasonably determined by Grantee to be (i) experienced in holding and monitoring conservation easements on properties similar to the Property; and (ii) willing and financially able to assume all of the responsibilities imposed on Grantee under this Conservation Easement; (f) agree to enforce in perpetuity this Conservation Easement; (g) be approved by the California Natural Resources Agency; and (h) be approved by WCB. If Grantor, the California Natural Resources Agency, or WCB reasonably withholds its consent to the proposed assignee, Grantor, the California Natural Resources Agency, or WCB shall provide in writing to Grantee the basis for its disapproval and propose one or more alternate assignee(s) meeting all of the foregoing requirements for Grantee's consideration. If Grantor, WCB, or the California Natural Resources Agency does not respond or does not include in writing the basis for its reasonable disapproval within sixty (60) days after Grantee's request, then Grantor, WCB, or the California Natural Resources Agency approval will be deemed granted. Sale, transfer, or exchange of the Grantee's interest in all, or any portion, of the Conservation Easement is prohibited without prior written approval of WCB or its successor.
- 9.1. Security for Debt. The Conservation Easement shall not be used or assigned as security for any debt without the written approval of the State of California, acting through WCB or its successor.
10. Termination of Grantee. If Grantee voluntarily decides to cease operations or terminate its existence, or if Grantee determines it has insufficient resources to monitor and enforce this Conservation Easement, Grantee shall provide Grantor and The Trust for Public Land (if no longer Grantor) with no less than six (6) months' notice of such termination and the parties shall proceed to assign Grantee's rights and obligations under this Conservation Easement in accordance with the provisions of Section 9 above, such assignment to take place no later than Grantee's

termination date. If Grantee involuntarily ceases to exist under applicable state law, title to this Conservation Easement shall vest in the State of California on behalf of WCB or, if WCB does not choose to have title vest on its behalf, the Natural Resources Agency. If neither WCB nor the Natural Resources Agency choose to have title vest in the State of California on their behalf, WCB and the Natural Resources Agency may designate another public agency or a nonprofit organization as the entity in which this Conservation Easement shall vest ("Designated Entity"). The Designated Entity must meet the requirements of a proposed assignee under Section 10.1. The vesting of the Conservation Easement in the State of California or a Designated Entity shall only occur upon acceptance of the Conservation Easement and compliance with any legal requirements related to acceptance.

10.1 Qualification Criteria. The parties intend that, in the selection of a transferee entity pursuant to Section 9 preference be given to a qualified organization with experience in preserving and protecting the Conservation Values of the Property, and demonstrating sufficient resources and capacity to manage conservation easements. Notwithstanding anything in Section 9 to the contrary, this Conservation Easement shall not be voluntarily transferred by Grantee to any governmental entity or public agency without the consent of Grantor, which consent shall be in Grantor's sole discretion. Grantee shall perform any such transfer at Grantee's sole cost. Any purported assignment made in violation of Section 9 shall be void and confer no rights on the transferee, in which circumstance title to this Conservation Easement shall vest in the State of California on behalf of WCB or, if WCB does not choose to have title vest on its behalf, the Natural Resources Agency. If neither WCB nor the Natural Resources Agency choose to have title vest in the State of California on their behalf, WCB and the Natural Resources Agency may designate another public agency or a nonprofit organization as the entity in which this Conservation Easement shall vest ("Designated Entity").

10.2 Extinguishment. No assignment or transfer of this Conservation Easement or Property shall result in a merger or extinguishment of this Conservation Easement, and if any proposed transfer or assignment would or could reasonably be expected to result in a merger of this Conservation Easement and the fee title, or an extinguishment of this Conservation Easement, such assignment or transfer is prohibited. If circumstances arise in the future that render the Conservation Purpose of this Conservation Easement impossible or impracticable to accomplish, this Conservation Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined to be, unless otherwise provided by California law at the time, the stipulated fair market value of the Conservation Easement as determined in accordance with Section 10.3 below.

10.3 Valuation. This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for purposes of this Section 10.3, the Parties stipulate to have a fair market value determined by multiplying (i) the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the effective date attributable to improvements allowed pursuant to the terms of the Conservation Easement) by (ii) the ratio of (a) the value of the Conservation Easement as of the effective date to (b) the value of the Property, without deduction for the value of the Conservation Easement, as of the effective date. For the purposes of this Section 10.3, the Parties agree that the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement is calculated to be sixty eight percent (68%) and shall remain constant.

10.4. 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 Conservation Easement, in whole or in part, Grantor, Grantee, the Natural Resources Agency and WCB shall act collaboratively to recover compensation for their respective interests in the Property and Conservation Easement, and all direct or incidental damages resulting therefrom, in accordance with applicable law. All expenses reasonably incurred by the Parties in connection with the taking, or in-lieu-of purchase, shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be in proportion to the ratio set forth in Section 10.3. The Natural Resources Agency, WCB or their respective successors shall be entitled to the proportionate share of Grantee's recovered amount equal to the ratio of (i) their respective contributions to the purchase price of this Conservation Easement (collectively, the "**Grant**") to (ii) the purchase price paid by Grantee to acquire the Conservation Easement. If only a portion of the Property is subject to such exercise of the power of eminent domain or in-lieu-of purchase, this Conservation Easement shall remain in effect as to all other portions of the Property. Grantor shall not agree to a purchase in lieu of condemnation without the prior written approval of Grantee, the Natural Resources Agency, and WCB, which approval may be granted or withheld by Grantee, the Natural Resources Agency, or WCB in their sole discretion.

11. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and the Trust for Public Land if no longer the Grantor, of the intent to transfer any interest at least thirty (90) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: The Trust for Public Land
101 Montgomery Street
Suite 900
San Francisco, CA 94104
Attn: Erica Williams
Email: erica.williams@tpl.org
Tel: (415) 800-5298
Fax: (415) 495-0541

With a copy to: The Trust for Public Land
101 Montgomery Street, Suite 900
9th Floor
San Francisco, CA 94104
Attn: Tily Shue
Email: tily.shue@tpl.org
Tel: (415) 800-5308
Fax: (415) 495-0541

To Grantee: Marin Open Space Trust
88 Bonnie Brae Dr.
Novato, California 94949
Attn: Bill Long
Email: wclo88@comcast.net
Tel: (415) 883-0261

With a copy to: California Natural Resources Agency
Bonds and Grants
715 P Street, 20th Floor
Sacramento, CA 95814

With a copy to: Wildlife Conservation Board
P.O. Box 944209
Sacramento, CA 94244-2090
Attn: Executive Director

With a copy to: California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Director

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail. Delivery of notice pursuant to Sections 12.1 and 12.2 below shall be by certified mail or courier, return receipt requested. Email correspondence or similar methods shall not be deemed effective notice under Sections 12.1 and 12.2 below.

12.1 Uses/Activities Requiring Notice to Grantee. Unless otherwise specified herein, for any activity or use that requires prior written notice to Grantee, Grantor shall deliver such notice to Grantee at least thirty (30) days prior to the commencement of such activity or use, along with all reasonable information and materials necessary to provide Grantee with an opportunity to effectively 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. In the event that additional information is required to make such a determination, Grantee shall timely request, and Grantor shall timely provide such information. Grantee shall have thirty (30) days from the receipt of Grantor's notice to review the materials, and may request additional time for review when reasonably necessary to assess the proposed activity, not to exceed an additional 30 days after all materials have been provided, except as may be agreed by Grantor and Grantee. All uses/activities requiring notice to Grantee are listed in Exhibit C. If there is any conflict between Exhibit C and this Conservation Easement, the Conservation Easement controls.

12.2 Uses/Activities Requiring Prior Approval from Grantee. For any activity or use that requires prior written approval from Grantee, Grantor shall file a request for such approval ("Grantor's request") which includes all reasonably necessary supporting materials at least thirty (30) days prior to the intended commencement of such activity or use. Grantee shall have thirty (30) 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. In the event that additional information is required to make such a determination, Grantee shall timely request, and Grantor shall timely provide such information. Grantee may request additional time for review when reasonably necessary to assess the proposed activity, not to exceed an additional thirty (30) days after all materials have been provided, except as may be agreed by Grantor and Grantee. Disapproval or objection, if any, shall be based on Grantee's reasonable 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 Grantee'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, Grantee's notice to Grantor shall inform Grantor of the reasons for Grantee's disapproval or objection. Only upon Grantee's express written approval may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of Grantee's approval. All uses/activities requiring approval by Grantee are listed in Exhibit C. If there is any conflict between Exhibit C and this Conservation Easement, the Conservation Easement controls.

12.3 Grantee's Failure to Respond. Should Grantee fail to respond to Grantor's request for approval within thirty (30) days of the receipt of Grantor's request, the proposed activity or use shall be deemed approved by the Grantee. However, Grantee's failure to respond shall not reduce Grantor's obligations under this Conservation Easement, and shall not impair Grantee's rights and obligations to prevent impacts to, or require Grantor to remediate harm of, the Conservation Values.

13. Amendment. It is the intention of the parties that this Conservation Easement will not be amended or modified, unless for the sole purpose of improving protection of the Conservation Values consistent with the Conservation Purpose, or to enable the transfer of development rights as expressly provided in Section 5.2 herein. In the event of these or unforeseen other circumstances or exceptional situations the Grantee, Grantor, Natural Resources Agency, or Wildlife Conservation Board may consider an amendment or modification to this Conservation Easement, but in no event shall such amendment be made without compliance with Grantee's, Grantor's, the Natural Resource Agency's, or the Wildlife Conservation Board's internal procedures and standards for such modification, and federal, state and local laws regarding the creation and amendment of conservation easements. Any amendment is subject to the Natural Resource Agency's and the Wildlife Conservation Board's prior written approval, and any amendment made without this approval is void. No amendment shall be allowed that would adversely affect the qualifications of this Conservation Easement or the status of Grantee under any applicable laws, including Section 170 (h) of the Internal Revenue Code or the laws of the State where the Property is located, or that would

weaken the Conservation Easement in terms of protection of the Conservation Values or its perpetual duration, including without limitation through loss of its priority in recordation. This Conservation Easement may be amended only if, in the sole and exclusive judgment of Grantee, the Natural Resources Agency, and the Wildlife Conservation Board, such amendment is consistent with the purposes of this Conservation Easement and complies with all applicable laws and regulations. Prior to the signing and recordation of the amended Conservation Easement, such amendment(s) must be mutually agreed upon by Grantee, the Natural Resources Agency, the Wildlife Conservation Board, and Grantor. Any such amendment shall be signed by the Grantee and Grantor and shall be recorded in the official records of the county in which the Property is located, and a copy of the modified recorded easement provided to the Natural Resources Agency and the Wildlife Conservation Board. In order to preserve the Conservation Easement's priority, the Grantee and Grantor must obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of the Natural Resource Agency's or Wildlife Conservation Board's approval referenced above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Conservation Easement. Nothing in this paragraph shall be construed as requiring Grantee, the Natural Resources Agency, or the Wildlife Conservation Board to agree to any particular proposed amendment.

14. Third-Party Beneficiaries. Except as expressly provided in this Conservation Easement, there are no third-party beneficiaries of this Conservation Easement. WCB and the Natural Resources Agency are the intended third party beneficiaries of this Conservation Easement, in accordance with California Civil Code sections 1085 and 1559 and common law and, as such, hold the right to enforce its terms in accordance with applicable law and policy; provided, however, that (A) only Grantee (including any successor Grantee) shall have the right to enforce the provisions of this Conservation Easement against Grantor unless and until WCB and the Natural Resources Agency give written notice to Grantor that Grantee has been replaced as the enforcing party by WCB or the Natural Resources Agency, and (B) thereafter, only WCB or the Natural Resources Agency, as designated in such notice, shall have such enforcement authority until WCB and the Natural Resources Agency give written notice to Grantor that Grantee or its successor has been reinstated as the enforcing party. It is the intent of the preceding sentence that, at any particular time, only one party shall have the right to enforce the terms of this Conservation Easement against Grantor (Grantee, WCB or Natural Resources Agency). In the event that WCB or the Natural Resources Agency replaces Grantee as the enforcing party, and Grantor receives inconsistent notices or demands from WCB or the Natural Resources Agency, then Grantor shall have the right to require by written notice that WCB and the Natural Resources Agency resolve such inconsistency and, pending the resolution of such inconsistency, Grantor shall be relieved of any obligation to respond to such notices or demands.

15. General Provisions.

15.1 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

15.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed to affect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement and the protection of the Conservation Values that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

15.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 13.

15.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.6 Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

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

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

15.9 No Hazardous Materials Liability. Grantor represents and warrants that it has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property. Without limiting the obligations of Grantor under Section 8.2, Grantor agrees to indemnify, protect and hold harmless the Indemnified Parties (defined in Section 8.2) against any and all Claims (defined in Section 8.2) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

15.10 Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

- (1) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "CERCLA"); or
- (2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (3) The obligations of a responsible person under any applicable Environmental Laws; or
- (4) The right to investigate and remediate any Hazardous Materials associated with the Property; or
- (5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*), and in the regulations adopted and publications promulgated pursuant to them, or any

other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement .

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

- 15.11 Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property which have not been expressly subordinated to this Conservation Easement, and that the Property is not subject to any other conservation easement.
- 15.12 Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property, or grant or otherwise abandon or relinquish any water right to the Property, except as consistent with the Purpose of this Conservation Easement, protection of the Conservation Values and the activities contained in the Restoration and Reuse Vision Framework to be approved by Grantee. Nothing precludes Grantor from further encumbering the Property in a manner that does not conflict with the Conservation Purpose of this Easement, the protection of the Conservation Values, and the ability of Grantee to hold, manage and enforce this Conservation Easement in perpetuity. This sub-section shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 11.
- 15.13 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written.

GRANTOR:

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

GRANTEE:

MARIN OPEN SPACE TRUST, a
California nonprofit public benefit
corporation

By: shuetily
Tily Shue, Legal Director

Signed In Counterpart

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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

State of California)

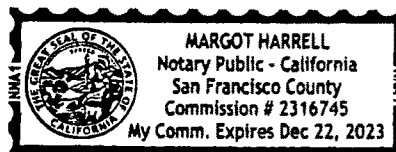
County of San Francisco)

On May 26, 2022, before me, Margot Harrell, a Notary Public, personally appeared T. J. Shue, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Margot Harrell



IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written.

GRANTOR:

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

By: shuebly
Tily Shue, Legal Director

Signed In Counterpart

GRANTEE:

MARIN OPEN SPACE TRUST, a
California nonprofit public benefit
corporation

By: WCL

Name: WILLIAM LONG
AKA WILLIAM C. LONG

Title: BOARD CHAIR

ACKNOWLEDGMENT

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

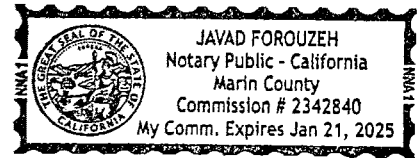
STATE OF CALIFORNIA }
COUNTY OF Marin }

On May 27th, 2022 before me,
Javad Forouzeh, Notary Public, personally appeared
William C. Long, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: *JL Forouzeh* (Seal)



**EXHIBIT A
LEGAL DESCRIPTION AND MAP**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF MARIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE COUNTY ROAD FROM WHITE'S VALLEY TO NICASCIO; SAID POINT BEARING NORTH 00°12'15" WEST 478.772 FEET SOUTH 89°47'45" WEST 31.584 FEET FROM ENGINEER'S STATION "C" 215 + 55.73, SIR FRANCIS DRAKE BOULEVARD REALIGNMENT FAS 608- (4); THENCE CONTINUING ALONG LAST SAID WESTERLY LINE, NORTH 00°12' 15" WEST 287.387 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 4°10'15", A DISTANCE OF 107.008 FEET; THENCE NORTH 4°22' 30" WEST 161.326 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 23°20'00", A DISTANCE OF 215.839 FEET; THENCE NORTH 18°57' 30" EAST 223.272 FEET; THENCE ON THE ARC OF TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 20°54'00", A DISTANCE OF 193.330 FEET; THENCE NORTH 39°51'30" EAST 491.001 FEET; THENCE LEAVING THE WESTERLY LINE OF SAID COUNTY ROAD, NORTH 50°08' 30' WEST 49.998 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 47°06'30" A DISTANCE OF 221.993 FEET; THENCE SOUTH 82°45' 00 WEST 781.455 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 25°48'00", A DISTANCE OF 306.201 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 13°00' 00", A DISTANCE OF 233.700 FEET; THENCE NORTH 58° 27'00" WEST 112.500 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 38° 45' 00", A DISTANCE OF 223.184 FEET TO A POINT OF REVERSE CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 87°30'00" DISTANCE OF 297.797 FEET; THENCE SOUTH 72° 48' 00" WEST 343.000 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 4°33'00" A DISTANCE OF 77.030 FEET; THENCE SOUTH 68°15' 00" WEST 320.000 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 39°30'00", A DISTANCE OF 227.504 FEET, THENCE SOUTH 17°45'00" WEST 185.00 FEET, THENCE WEST 67.000 FEET; THENCE NORTH 37°05'00" WEST 635.000 FEET; THENCE NORTH 24°00'00" WEST 255.682 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT, THE CENTER IF WHICH BEARS SOUTH 3°18'06" EAST, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 70°26'54" A DISTANCE OF 239.763 FEET; THENCE SOUTH 16°15'00" WEST 391.000 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 46°05'00", A DISTANCE OF 305.636 FEET; THENCE SOUTH 59°20'00" WEST 511.000 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE IF 111°20'00", A DISTANCE OF 582.940 FEET; THENCE SOUTH 52°00'00" EAST 117.990 FEET; THENCE ON THE ARC OF TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 22°44' 40",A DISTANCE OF 107.181 FEET TO A POINT OF REVERSE CURVE; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 13°13'21". A DISTANCE OF 76.156 FEET THENCE SOUTH 61°31'19" EAST 1.100 FEET; THENCE IN THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 78.540 FEET; THENCE NORTH 28°28' 41" EAST 341.829 FEET; THENCE ON THE ARC OF TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 31°23'01" A DISTANCE OF 235.531 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 26°36'08", A DISTANCE OF 60.359 FEET; THENCE NORTH 86°27'50" EAST 411.402 FEET, THENCE NORTH 14°58' 57", EAST 96.058 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS

**EXHIBIT A
(Continued)**

OF 75.00 FEET, A CENTRAL ANGLE OF 82°30'00", A DISTANCE OF 107.992 FEET; THENCE SOUTH 82°31'03" EAST 75.000 FEET; THENCE SOUTH 17°00'00" EAST 97.289 FEET; THENCE SOUTH 41°00'00" EAST 91.634 FEET; THENCE NORTH 73°17'40" EAST 260.00 FEET; THENCE SOUTH 81°32'20" EAST 1085.00 FEET; THENCE SOUTH 56°32'00" EAST 1230.00 FEET; THENCE SOUTH 0°12'15" EAST 390.000 FEET; THENCE NORTH 89°47'45" EAST 241.268 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED BY NATIONAL GOLF OPERATING PARTNERSHIP, L.P. A DELAWARE LIMITED PARTNERSHIP TO FRENCH RANCH PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP BY DEED RECORDED AUGUST 6, 1998, AS INSTRUMENT NO. 1998-54903, MARIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LANDS OF NATIONAL GOLF OPERATING PARTNERSHIP, L.P., ALSO BEING THE COMMON LINE WITH THE LANDS OF FRENCH RANCH PARTNERSHIP AS SAID LANDS ARE DESCRIBED IN DOCUMENT #90-0072750, MARIN COUNTY RECORDS, SAID POINT OF BEGINNING BEARING NORTH 59°20'00" EAST 57.91 FEET FROM THE SOUTHWESTERLY TERMINUS OF THE LINE DESCRIBED AS SOUTH 59° 20'00" WEST 511.00 FEET, AND AS SAID LINE ALSO BEING SHOWN IN THAT RECORD OF SURVEY ENTITLED "SAN GERONIMO VALLEY GOLF COURSE" FILED IN BOOK 24 OF SURVEYS, AT PAGE 81, MARIN COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERLY LINE, AND ACROSS SAID LANDS OF NATIONAL GOLF OPERATING PARTNERSHIP, L.P. SOUTH 30°56'32" WEST 174.75 FEET; THENCE SOUTH 68°56'35" EAST 30.00 FEET; THENCE SOUTH 21°03'25" WEST 283.07 FEET TO A POINT ON THE SAID COMMON LINE OF NATIONAL GOLF OPERATING PARTNERSHIP, L.P. AND FRENCH RANCH PARTNERSHIP, BEING A POINT ON A 300.00 FOOT RADIUS CURVE WITH A RADIAL BEARING OF NORTH 62°46'29" EAST; THENCE ALONG SAID COMMON LINE, ALONG THE ARC OF SAID 300.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86°33'31" FOR 453.22 FEET; THENCE NORTH 59°20'00" EAST 57.91 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SIR FRANCIS DRAKE BOULEVARD REALIGNMENT FAS-608-(4); SAID POINT BEING OPPOSITE ENGINEER'S STATION "C" 185+70.58; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, SOUTH 89°02'40" WEST 2924.570 FEET; THENCE SOUTH 44°30'10" WEST 48.327 FEET TO THE EASTERLY LINE OF NICOSIA ROAD; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, SOUTH 00°33'30" WEST 342.138 FEET TO THE NORTHEASTERLY LINE OF COUNTY ROAD 103(FORMERLY SIR FRANCIS DRAKE BLVD); THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, ON THE ARC OF A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 33°16'05" WEST, HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 11°19'35", A DISTANCE OF 55.351 FEET; THENCE SOUTH 45°24'20" EAST 94.750 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 23°00'00", A DISTANCE OF 132.470 FEET; THENCE SOUTH 22°24'20" EAST 109.640 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 13°08'00", A DISTANCE OF 84.811 FEET; THENCE SOUTH 35°32'20" EAST 132.140 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING RADIUS OF 370.00, A CENTRAL ANGLE OF 21°27'00", A DISTANCE OF 138.518 FEET; THENCE LEAVING SAID ROAD, NORTH 33°00'40" EAST 122.394 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.000 FEET, A CENTRAL ANGLE OF 67°03'00", A DISTANCE OF 117.024 FEET; THENCE SOUTH 79°56'20" EAST 499.464 FEET; THENCE ON THE ARC OF A TANGENT CURVE TO THE

EXHIBIT A
(Continued)

LEFT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 20°45'00", A DISTANCE OF 181.078 FEET TO A POINT OF RESERVE CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 27°00'00", A DISTANCE OF 235.619 FEET; THENCE SOUTH 73°41'20" EAST 190.000 FEET; THENCE IN THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 40°30'00" A DISTANCE OF 106.029 FEET; THENCE NORTH 67°01'13" EAST 141.724 FEET; THENCE NORTH 68°15'40" EAST 125.420 FEET; THENCE SOUTH 82° 24'20" EAST 209.65 FEET; THENCE NORTH 74°35'40" EAST 155.000 FEET; THENCE NORTH 62°20'40" EAST 145.00 FEET TO THE MOST WESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED RECORDED OCTOBER 4, 1957, IN BOOK 1144 OF OFFICIAL _____ RECORDS AT PAGE 610, MARIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF LAST SAID PARCEL, NORTH 62°20'40" EAST 76.370 FEET; THENCE SOUTH 69°10'40" EAST 114.000 FEET; THENCE NORTH 55°56'40" EAST 171.340 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL(1144/610); THENCE NORTH 8°31'39" EAST 746.098 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER PIPELINE, 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY TERMINATION OF THE COURSE SET FORTH AS "N.81°22' W. FOR A DISTANCE OF 532.20 FEET" IN THE DEED FROM THOMAS B. ROY, ET UX TO THE COUNTY OF MARIN, RECORDED MARCH 15, 1929 IN BOOK 172 OF OFFICIAL RECORDS AT PAGE 431, MARIN COUNTY RECORDS; RUNNING THENCE (WITH BEARING ROTATED 1°25'40" CLOCKWISE) AT RIGHT ANGLES NORTH 10°03'40" EAST 43 FEET AND THENCE PARALLEL TO THE FIRST ABOVE MENTIONED COURSE, SOUTH 79°56'20" EAST 387.50 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCE NORTH 14°25'40" EAST 190.55 FEET.

PARCEL FOUR:

ALL THAT CERTAIN REAL PROPERTY DESCRIBED IN THE DEED FROM FRENCH RANCH PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, ET AL TO NATIONAL GOLF OPERATING PARTNERSHIP, L.P. A DELAWARE LIMITED PARTNERSHIP, RECORDED AUGUST 6, 1998, AS INSTRUMENT NO. 1998-54904, MARIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE LANDS OF NATIONAL GOLF OPERATING PARTNERSHIP, L.P., AS SAID LANDS ARE DESCRIBED IN DOCUMENT NO. 96-066962, MARIN COUNTY RECORDS, ALSO BEING THE COMMON LINE WITH THE AFORESAID LANDS OF FRENCH RANCH PARTNERSHIP, SAID POINT BEING AT THE EASTERLY TERMINUS OF THE LINE DESCRIBED AS SOUTH 82°45'00" WEST 780.45 FEET AND SAID LINE ALSO BEING SHOWN ON THE AT RECORD OF SURVEY ENTITLED "SAN GERONIMO VALLEY GOLF COURSE", FILED IN BOOK 24 SURVEYS, AT PAGE 81, MARIN COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, ALONG SAID NORTHERLY LINE, SOUTH 82°45'00" WEST 781.45 FEET; THENCE ALONG THE ARC OF A 680.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°48'00" FOR 306.20 FEET TO THE BEGINNING OF A 1027.00 FOOT RADIUS CURVE WITH RADIAL BEARING OF NORTH 10°19'19" EAST; THENCE LEAVING SAID NORTHERLY LINE OF NATIONAL GOLF OPERATING, PARTNERSHIP, L.P. AND ACROSS SAID LANDS OF FRENCH RANCH PARTNERSHIP, ALONG THE ARC OF SAID 1027.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°21'40", FOR 400.81 FEET; THENCE NORTH 77°57'39" EAST 374.39 FEET; THENCE SOUTH 87°10'08" EAST 312.80 FEET TO

THE POINT OF BEGINNING.

**EXHIBIT A
(Continued)**

APN: 168-250-41, 172-372-14 and 172-372-01.

MAP

The map to Exhibit A is not reproducible because it is a color document. The original document may be found at the offices of Marin Open Space Trust (MOST) located at 88 Bonnie Brae Drive, Novato, CA 94949, and may be viewed by contacting MOST at info@mostmarin.org.

EXHIBIT B

MAP OF FENCES, ROADS, CART PATHS, BRIDGES, AND GATES ON PROPERTY

Exhibit B is not reproducible because it is a color document. The original exhibit may be found at the offices of Marin Open Space Trust (MOST) located at 88 Bonnie Brae Drive, Novato, CA 94949, and may be viewed by contacting MOST at info@mostmarin.org.

EXHIBIT C
GRANTOR ACTIVITIES REQUIRING GRANTEE NOTICE OR APPROVAL

All notices and requests to be in writing (Section 12)

1. **Conservation Easement Baseline Report and Supplements:** Grantee approval required. *Recital D.*
2. **On-site habitat restoration project:** Grantee approval required.
3. **Fuel Management Plan:** Grantee approval required. *Section 3.21*
4. **Restoration and Reuse Vision Plan Framework.** Grantee has the right to determine if plan is consistent with the Conservation Easement's conservation values. Grantee has right to approve updates to the plan. *Recital G.*
5. **Application of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals to protect or restore conservation values.** In accordance with best management practices and consistent with Restoration and Reuse Vision Framework or approved management/restoration plan. Grantee approval required. *Section 3.3*
6. **Livestock grazing.** Requires written grazing management plan approved by Grantee and reviewed by Grantee every three years. *Section 3.6h*
7. **Hunting, trapping, and killing native species.** Requires written notice to Grantee. *Section 3.8*
8. **Ancillary commercial uses.** Per the Restoration and Reuse Vision Framework or Grantee approved management plan. Grantor must provide advance notice to Grantee. *Section 3.10*
9. **Relocation of building envelope:** Grantee approval required. *Section 3.11i*
10. **Construction of a public restroom.** Grantee approval required. *Section 3.11ii*
11. **Signage and trail improvements.** Grantee approval required. *Section 3.11iv*
12. **Infrastructure to support a use or activity on the property.** If in floodplain or part of habitat restoration project, Grantee approval required. *Section 3.11vii*
13. **Partitioning of the property through eminent domain.** Advance notice to Grantee. *Section 3.13*

**EXHIBIT C
(Continued)**

14. **Excavation and removal of archaeological artifacts.** Subject to an archeological excavation plan approved by Grantee. *Section 3.26*
15. **Lighting.** Grantee approval required. *Section 3.27*