

Master Plan/ Resource Management Plan

Hood Mountain Regional Park and Open Space Preserve
Lawson Expansion



Final Review 2018

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Introduction



Introduction



View from Lawson Expansion

The ridgeline and rugged terrain of Hood Mountain Regional Park and Open Space Preserve (Hood Mountain) creates the prominent eastern backdrop for much of Santa Rosa and for the Highway 12 corridor. Hood Mountain provides rugged, low-intensity, overnight and day-use recreation within just a few miles of Santa Rosa, a densely populated urban community. The minimally altered lands of the 2,442-acre Hood Mountain, its neighbor the 4,020-acre Sugarloaf Ridge State Park and other neighboring preserves form a great expanse of wild-land that is important habitat for wildlife and wildlife movement regionally. Expansive views from Hood Mountain vistas are popular destinations for the park and preserve's many trail users.

Sonoma County Regional Parks (Regional Parks) is preparing this Master Plan/Resource Management Plan (MP/RMP) for the Lawson Expansion (project site) that has recently been added to the Hood Mountain Regional Park and Open Space Preserve. The Lawson Expansion encompasses approximately 247 acres of open space that includes grasslands, oak woodlands, mixed evergreen forest and chaparral. The diverse landscape and topography provides spectacular views and opportunities for a variety of visitor experiences. The planning process has studied the opportunities for the public to enjoy the site and to enhance and protect its unique and sensitive environment.

Plan Overview

Regional Parks owns and operates Hood Mountain. Conservation efforts by Regional Parks, the Sonoma County Agricultural Preservation and Open Space District (District), Sonoma Land Trust, and others have helped to ensure that the open space remains undeveloped and its natural resources remain intact. Hood Mountain is designated as a Regional Park and Open Space Preserve and the Lawson Expansion will become part of this larger park and open space preserve.

Proposed management of the Lawson Expansion will remain consistent with the County's management of Hood Mountain, as well as the requirements of the conservation easement and recreation covenant that govern the project site. As such, Regional Parks will protect and preserve the site's resources as well as provide low-intensity public outdoor recreation and education consistent with resource protection goals. Low-intensity recreational or educational activities include, but are not limited to, hiking, nature study, picnicking, horseback riding, mountain biking, and hike-in tent camping.

The MP/RMP provides a comprehensive, long-term management plan for the Lawson Expansion. The MP/RMP will serve as a clear and realistic blueprint for how this area will be managed for the next several decades and will guide the County on future policy, land use, and resource management decisions relating to the project site.

The fundamental objective for the MP/RMP is to identify the best way to manage, protect and enhance the resource values of the project site while balancing the needs of the local community for safe, low-intensity public outdoor recreational and educational opportunities. The major objectives are to protect wildlife habitats, preserve cultural resources, and provide recreational opportunities and public access that have minimal impacts on resources.

The main elements of the MP/RMP are summarized below:

- **Chapter 1: Introduction.** Chapter 1 provides an introduction to the document with an overview of the plan and the Lawson Expansion, a summary of the public outreach process, and an outline of the regulatory framework for the MP/RMP.
- **Chapter 2: Environmental Setting.** Chapter 2 provides a summary of existing conditions on the Lawson Expansion from available information and previously prepared studies. This chapter provides baseline information about the project site to inform the goals, objectives and strategies.
- **Chapter 3: Goals and Objectives.** Chapter 3 the Resource Management Plan (RMP) describes how site resources will be protected and managed with goals, objectives and standards for the various resources found on the project site. This chapter also identifies goals and objectives related to public access, interpretation/education, and operation and maintenance consistent with the protection and preservation of site resources.
- **Chapter 4: Conceptual Development Plan.** Chapter 4 describes opportunities for public access including proposed recreational and interpretive facilities. This chapter provides design concepts for proposed facilities, including trails, with guidelines for how facilities should be implemented over time.

Park Overview

Regional Parks is preparing this MP/RMP for the 247-acre Lawson Expansion that has recently been added to Hood Mountain Regional Park and Open Space Preserve.

LOCATION AND ACCESS

The Lawson Expansion is adjacent to Hood Mountain along its northwestern boundary (Figures 1 and 2) in unincorporated Sonoma County and consists of the following Assessor Parcel Numbers (APNs) 030-030-002 and 030-110-007. The project site is located east of the City of Santa Rosa in the western foothills of the Mayacama Mountain Range. Hood Mountain can be accessed from the south by Pythian Road, north of State Highway 12 and from the north by Los Alamos Road. The interior of the project site can be accessed by the existing Hood Mountain and Lawson Expansion service roads. The project site can also be accessed from the Sugarloaf Ridge State Park's Adobe Canyon Road staging area/trailhead by an approximately 8-mile hike.

REGIONAL SIGNIFICANCE

Preserved lands in the region include many Regional and State parks, District preserved lands, and other non-profit preserves. Regional Park lands and their proximity to other regionally preserved wildlands maintains large natural areas that protect expansive habitats and wildlife linkages, significant viewsheds, historic and prehistoric sites, and provide opportunities for low-intensity public outdoor recreation and education. (Figure 3) Preserved lands —such as Spring Lake, Sonoma Valley, and Tolay Lake Regional Parks; Taylor Mountain, North Sonoma Mountain and Hood Mountain Park & Preserves; and State Parks such as Trione-Annadel, Sugarloaf Ridge and Jack London—provide important habitat and wildlife linkages for regional wildlife. Additionally the interpretive opportunities of natural resources and public access can educate the community on the value of land conservation-preservation.

Sonoma County policies protect viewsheds that provide scenic views from the valley floor. Publicly accessed trails to ridgelines and vistas provide sweepings views of the region and help to maintain the counties wild and scenic beauty. The significant regional pre-history and history are preserved and protected and provide an interpretive educational opportunity for the community.

Regional Parks provides recreational opportunities on its publicly accessible lands and trail connections to State Park lands that are close to population centers and provide relatively easy access to high-quality physically active outdoor experiences and opportunities for healthy low-intensity outdoor recreation. The Lawson Expansion's rugged terrain will enhance user outdoor experiences at Hood Mountain by providing additional recreational and educational opportunities in oak woodland, oak savannah, and mixed woodland environments.

Located in a metropolitan region of nearly 20 million people, increasingly surrounded by urban development and close to the city of Santa Rosa, Hood Mountain provides visitors a unique opportunity to experience natural resources in a setting not commonly found in the highly urbanized San Francisco Bay Area. The challenge for Regional Parks and this MP/RMP is to balance natural resource protection with low-impact recreation.

The Lawson Expansion will increase the total area of Hood Mountain by 247 acres, creating additional opportunities for visitors to enjoy natural serenity, open space, and scenic landscapes that enhance quality of life.



View of Hood Mountain from State Highway 12

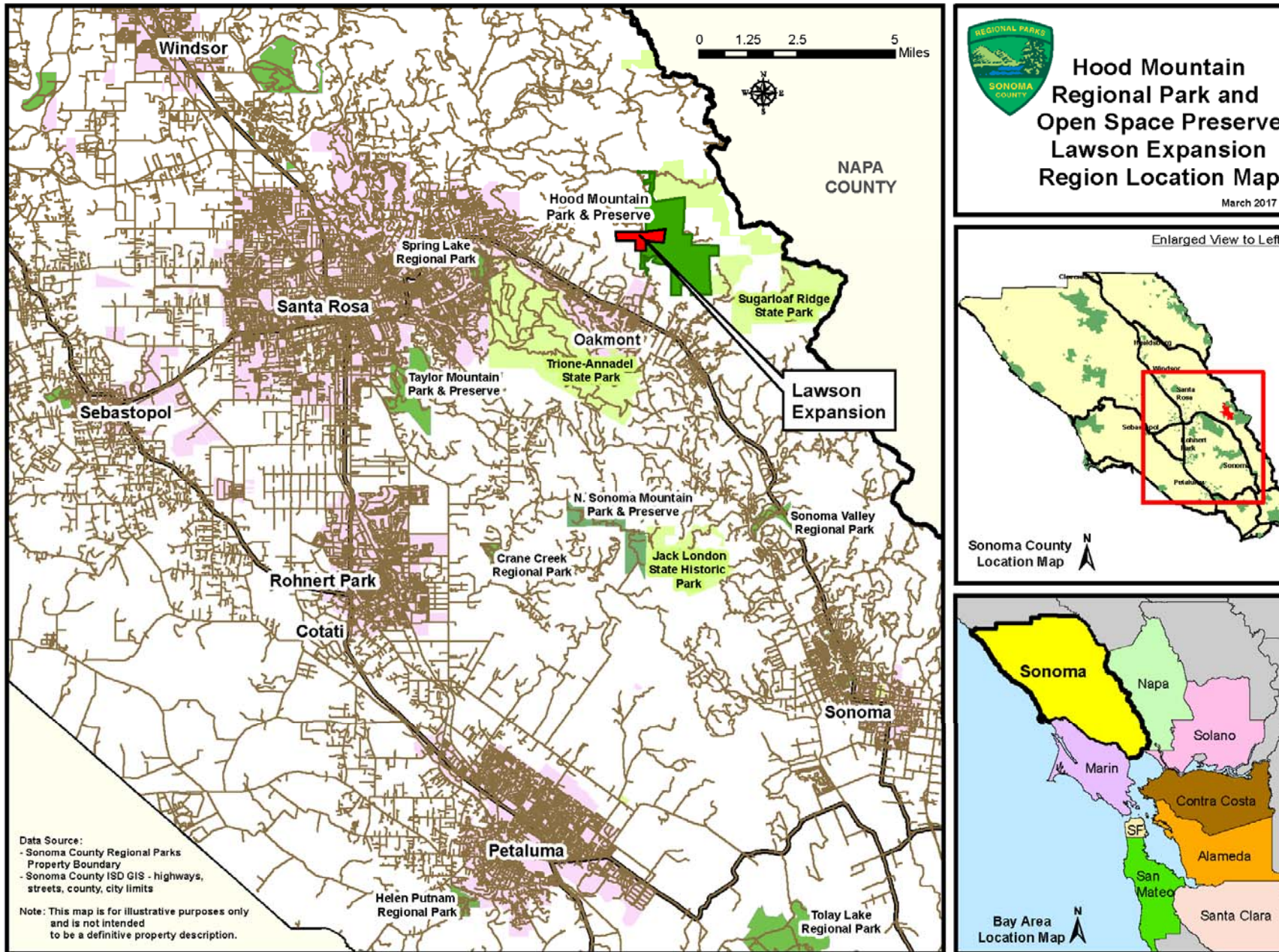


Figure 1: Regional Location

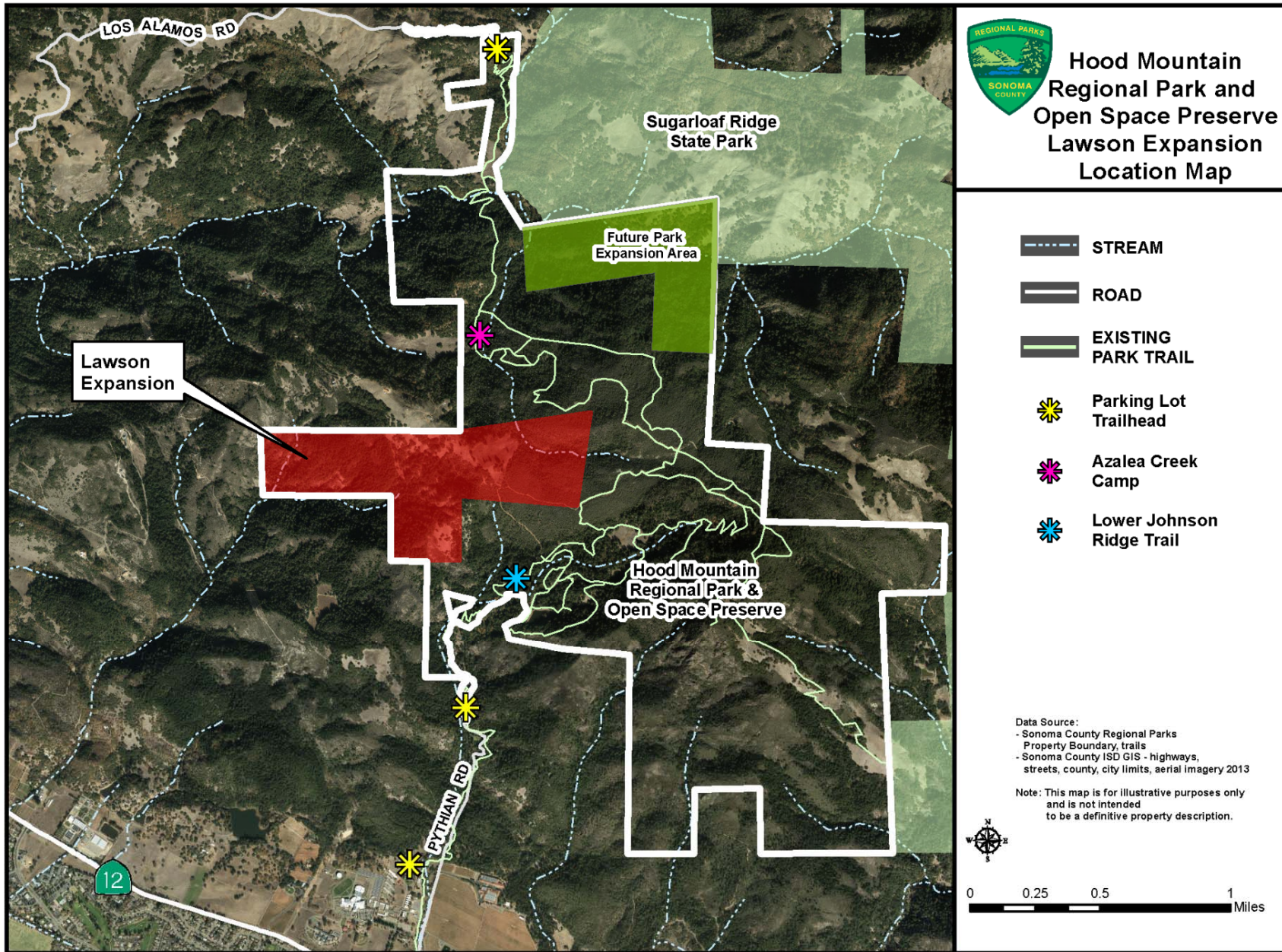


Figure 2: Project Location

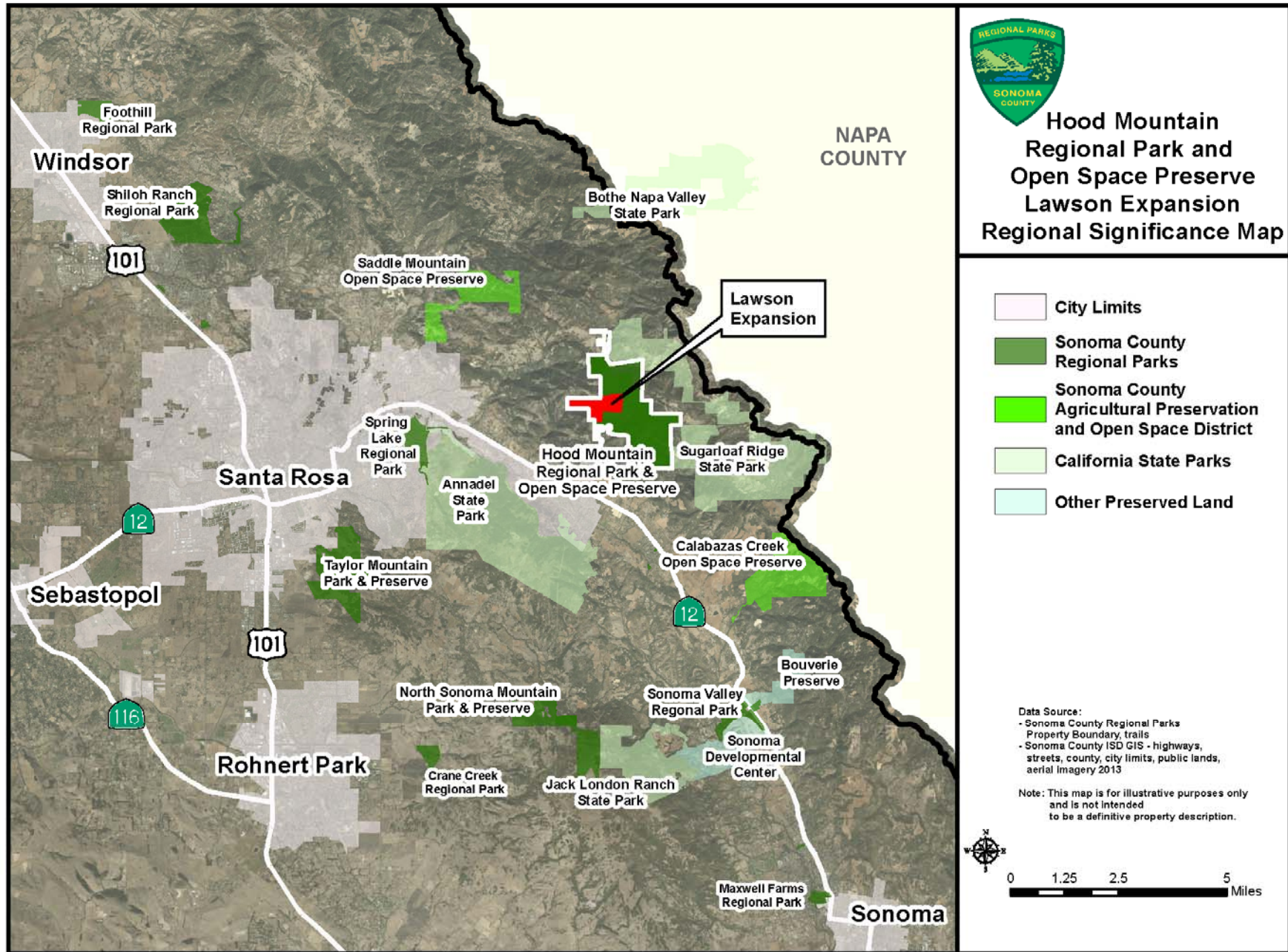


Figure 3: Regional Significance

HISTORY OF USE

According to the Cultural Resource Survey prepared for the Lawson Expansion (Tom Origer & Associates 2006), the combination of readily available water, diverse plant communities, and animal life created a favorable environment for prehistoric hunter-gatherers in the area. More recent historic uses were limited and associated with recreation (e.g, hunting) and ranching focused on cattle/sheep grazing.

Native American people organized in tribes have lived throughout the region for at least 12,000 years (Tom Origer & Associates 2006). The Lawson Expansion lies at the junction of lands controlled by three separate indigenous tribes at the time of Euroamerican contact. The Wappo, Southern Pomo, and Coast Miwok likely all shared access to the region; however, the Wappo are generally believed to have controlled the area stretching from the Napa Valley to west of the hills, east of Santa Rosa (Tom Origer & Associates, 2006).

Both the Wappo and the Pomo were hunter-gatherers who lived in similarly rich environments. They settled in large, permanent villages surrounded by seasonal camps and task-specific sites. Primary villages were inhabited throughout the year, while other sites were visited seasonally to obtain locally-available resources (e.g., game, plants, fresh water). The diversity of wildlife, sweeping vistas, open meadows and prominent ridgelines, provided native people many culturally significant and economically rich opportunities. However given the nature of the terrain and water sources on the Lawson Expansion, it was unlikely the location of a permanent village.

Historically, the Lawson Expansion lies just north of the Los Guilicos land grant within Township 7 North, Range 6 and 7 West.

When first surveyed in 1866, no geographic details were mapped for this mountainous area in Sonoma County. In 1891, John Holst Sr. and his son Jacob purchased approximately 200 acres of public lands and, in 1896, another son, Joseph, received a homestead patent for 80 acres of adjacent land. Present day Holst Road runs through the Holst family property to the north of Los Alamos Road.

In 1899, a third son, John Holst Jr. received a homestead certificate for 160 acres in the uplands east of Santa Rosa, approximately 1.25 quarter mile southeast of his father and brothers, within the area now known as the Lawson Expansion. His homestead is described as 140 acres of grazing land and 20 acres of farming land. In 1899, Holst Jr. testified that he had built a four-room house, a shake-roof barn, a well and two miles of road. A 1952 aerial photograph showed at least two other buildings, in addition to the house and barn. The original house and most of the other buildings have been demolished and the well has been backfilled. The barn and a few fruit trees remain to mark the Holst homestead.

Ninety acres of the 247 Lawson Expansion was originally homesteaded by John Streiff, a Swiss immigrant, who established a home in the area in the late 1880s. Streiff applied for a homestead in 1893 and received his patent for an approximately 130-acre, L-shaped parcel in 1899. Streiff's 130-acre homestead was purchased in 1907 by Albert J. Ask, who sold half interest to John W. and Annie Adams that same year. The new owners sold 90 acres to John Holst Jr. in 1917.



Mortar and pestle



Existing barn, which is part of the Holst Homestead.

John Holst Jr. died in 1959, ending his 60-year tenure on the property, which he left to Henry Robinson. Henry Robinson kept the property another nine years before selling the property to Evelyn and Carl Lawson and Fritz Brand. The Lawsons and Brand ran cattle on the property until the Sonoma County Agricultural Open Space and Preservation District (District) purchased the property in 2005. Two existing buildings in poor condition, a residence and dilapidated barn, are located on the project site.

ACQUISITION HISTORY

The District acquired the 247-acre Lawson Expansion on October 7, 2005, for open space preservation and low-intensity public outdoor recreational use as an addition to the adjacent Hood Mountain Regional Park and Open Space Preserve. Acquisition of the Lawson Expansion protected the ridgeline that is prominent from the Highway 12 scenic corridor. The acquisition preserves native plant and animal habitats, and was intended to expand access opportunities and provide scenic vistas for park visitors.

The District purchased the adjacent Johnson property in 2003 and transferred it to the County as an addition to Hood Mountain while retaining a conservation easement.

In August 2014, the District conveyed its fee interest in the Lawson Expansion to Regional Parks and retained a Conservation Easement and a Recreation Covenant. The purpose of the Conservation Easement is to preserve the open space, scenic, and natural values of the Property, and to prevent any uses of the Property that will significantly impair or interfere with those values. The Recreation Covenant ensures Parks agrees to operate the project site in perpetuity for low-intensity public outdoor recreation. The Transfer Agreement sets forth the conditions of the District's transfer of the Property to Regional Parks and Regional Parks' conveyance of a Conservation Easement and Recreational Conservation Covenant to the District. The Transfer Agreement further provides that the District will provide up to \$485,000 to Regional Parks for planning, permitting, construction, cultural resource site protection, and operations and maintenance necessary to support initial public access; such funds are available until December 31, 2018.

The Lawson Expansion features oak woodlands, grasslands, mixed evergreen forest, and riparian chaparral/Sargent cypress woodland. The prominent ridgeline offers views of the Sonoma Valley and the region. The project site includes several special-status plants and significant pre-historic and historic cultural resources.

The project site's rugged backcountry provides an opportunity for new multi-use trails and greater connectivity to existing trails within Hood Mountain and adjacent public access open space areas. Approximately half of the expansion property's very rugged terrain includes no public access or amenities, preserving unaltered habitat and landscapes for wildlife. Recreational opportunities on Lawson Expansion include picnicking, nature observation, and hike-in for over-night stays (by permit-only). The property provides abundant opportunities to learn about natural and cultural history.

PHYSICAL CHARACTERISTICS OF THE PROPERTY

The Lawson Expansion consists of approximately 247 acres of land situated between Hood Mountain Peak (elevation of 2,730 feet above mean sea level [amsl]) to the east, and Buzzard Peak (elevation 1,519 amsl) to the west. The terrain is steeply- to moderately-sloped with interspersed ridge areas of relatively gentle terrain. Seasonal streams drain the project area and include Azalea Creek and the headwaters of Badger Creek draining to Santa Rosa Creek watershed and Russian River, and the headwaters of the North Fork of Hood Creek draining to the Sonoma Creek watershed.

The Biological Resources Report (KBC 2010) identified four broad vegetation types on the project site; grassland, oak woodlands, mixed evergreen forest, and chaparral. Within these vegetation types, the report identified 19 vegetation alliances based on Sawyer et al. (2009), as identified by their dominant and/or characteristic species.

On October 8, 2017, wildland fires started in Sonoma County that destroyed homes and businesses, and killed more than 40 people. The fires burned for many days during which time tens of thousands of people across the County

were evacuated or displaced from their homes. The open space area provided by Regional Parks at Lawson Peak was integral in the control of the Nunns Fire and the protection of more populated areas by allowing firefighters to create a large fire break that prevented the fire from moving north and west into the rest of the park and onto neighboring lands, Rincon Valley and Napa County.

The Nunns fire affected Hood Mountain Regional Park and Open Space Preserve, coming into the park from the south. A later fire that began on Pythian Road joined the Nunns Fire within Hood Mountain. The Nunns Fire burned approximately 50 percent of the Hood Mountain Regional Park and Open Space Preserve. The fire that began on Pythian Road affected approximately 1/3 of the Lawson Expansion, leaving a patchwork of burned areas in the portion of the project site located to the west of and below the existing structures.

Suppression tactics were utilized on the Lawson Expansion to create a safety zone on Lawson Peak. Approximately 5 acres of grasslands were cleared and back burn techniques were used around the existing structures to create this safety zone. A single track dozer line (approximately 2,300 linear feet) along the ridgeline was cleared for fire suppression and hand lines were cut around the safety zone.

Following the fires, cleared grassland areas were seeded and covered with straw to repair suppression damage, and in spring 2018, these dozed areas are re-covered in grasslands. Along the single-track dozer line, fire crews pulled cut vegetation back onto the disturbed dozer line. To repair the fire suppression hand lines, checkdams were installed on steep slopes and the entire line was seeded and covered with straw.

Trees and understory burned throughout the Lawson Expansion, especially on the ridgeline in the southern area of the project site. Burned trees are still standing. Hazard trees along the existing access road/trail have been felled for safety. Regional Parks will continue to monitor the property for hazards and/or erosion issues that may arise. However, except for road and trail corridors, Regional Parks intends to let the land recuperate through natural processes. Vegetation rejuvenation has already begun as of spring 2018.

Project Purpose

The purpose of the MP/RMP is to guide the development of the Lawson Expansion and to identify the best way to manage and protect the site's natural and cultural resources while balancing the needs of the community for safe recreational and educational opportunities.

Public Outreach

As part of the process for creating the MP/RMP for the Lawson Expansion, a series of community workshops provided a means for communities and interests surrounding the expansion to share their thoughts and to shape the management plan and preserve. The workshops were intended as forums to engage members of the community regarding key discussion points pertaining to the Lawson Expansion. Public input assisted Regional Parks in determining the optimum balance between all of the different planning considerations. The workshop process enabled various members of the community to be involved, express their concerns, identify issues and opportunities, evaluate various recreation options and shape the preferred alternative. A summary of the public outreach process is provided below.



Images from Public Meetings

Community Workshop #1. The November 18, 2015 workshop encouraged public participation by presenting an overview of the Lawson Expansion and the planning process. Thirteen community members, park neighbors, and park users participated in the workshop. Attendees were encouraged to participate by working together in small groups and sharing their interests and concerns. The comments were compiled by the master plan team and are included as Appendix A.

Community Workshop #2. At the May 19, 2016 workshop participants received a presentation on the preferred plan. Information was presented to the public that addressed the project site's resources and limitations, specifically with sensitivity to biological resources. Regional Parks' staff discussed the outcome of design requests received at the first public meeting and how those were incorporated into the final trail design, as well as describing possible changes to existing structures at the site. The fourteen attendees were excited about the possibility of exploring the new trails. A summary of the questions and answers from the second community workshop is provided in Appendix B.



Regulatory and Policy Framework

Several policy documents and major planning efforts include Hood Mountain and shape management decisions related to the Lawson Expansion. The summaries below provide an overview of the most relevant regulatory and policy documents.

Images from Public Meetings

SONOMA COUNTY GENERAL PLAN AND ZONING CODE

The Lawson Expansion is located within unincorporated Sonoma County and is subject to the land use and zoning designations of the Sonoma County General Plan 2020 (Sonoma County 2008) and relevant portions of the Sonoma County Code Zoning Regulations Chapter 26 (Sonoma County 2014).

The Sonoma County General Plan 2020 Land Use map designates the Lawson Expansion as Resource and Rural Development (RRD 100). The intent of the Resource and Rural Development category is that natural resource areas be managed and conserved and that production activities avoid depletion and promote replenishment of renewable resources. It is further the intent of this category that public services and facilities be limited in these areas and that development have the minimum adverse impact on the environment. This designation allows residences at very low densities due to lack of infrastructure, greater distance from public services, poor access, conflicts with resource conservation and production, and significant physical constraints and hazards.

The project site is zoned Resources and Rural Development, B6 Combining District (RRD B6 100). The purpose of the Resources and Rural Development District is to provide for the protection of lands needed for commercial timber production, geothermal production, aggregate resources production, lands needed for the protection of watershed, fish and wildlife habitat, biotic resources, and for some agricultural production activities. Very low density residential development is also permitted, at the density and/or minimum parcel size as designated by the B6 district. As designated, the maximum permitted density on the project site is 1 dwelling unit per 100 acres.

The activities and improvements proposed in this MP/RMP are consistent with permitted uses identified in the Sonoma County General Plan 2020 and Sonoma County Zoning Ordinance. In addition, this project implements other General Plan goals and objectives identified in the Land Use (LU) and Open Space and Resource Conservation (OSRC) Elements including the following:

Goal LU-10: The uses and intensities of any land development shall be consistent with preservation of important biotic resource areas and scenic features.

Objective LU-10.1: Accomplish development on lands with important biotic resources and scenic features in a manner which preserves or enhances these features

Goal OSRC-3: Identify and preserve roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the County's tourism economy.

Objective OSRC 3-1: Designate the Scenic Corridors on Figures OSRC-5a through OSRC-5i along roadways that cross highly scenic areas, provide visual links to major recreation areas, give access to historic areas, or serve as scenic entranceways to cities.

Objective OSRC-3.2: Provide guidelines so future land uses, development and roadway construction are compatible with the preservation of scenic values along designated Scenic Corridors.

Goal OSRC-7: Protect and enhance the county's natural habitats and diverse plant and animal communities.

Objective OSRC-7.1: Identify and protect native vegetation and wildlife, particularly occurrences of special status species, wetlands, sensitive natural communities, woodlands, and areas of essential habitat connectivity.

Objective OSRC-7.5: Maintain connectivity between natural habitat areas.

Objective OSRC-7.6: Establish standards and programs to protect native trees and plant communities.

Objective OSRC-7.7: Support use of native plant species and removal of invasive exotic species.

Goal OSRC-17: Establish a countywide park and trail system that meets future recreational needs of the county's residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands.

Objective OSRC-17.1: Provide for adequate parklands and trails primarily in locations that are convenient to urban areas to meet the outdoor recreation needs of the population, while not negatively impacting agricultural uses.

SONOMA COUNTY INTEGRATED PARKS PLAN

The Sonoma County Integrated Parks Plan (SCIPP) (Sonoma County 2015), currently in draft form, is a strategic plan that establishes a vision to guide the ongoing and future work of the Regional Parks system. The SCIPP highlights areas of opportunity to integrate existing and planned outdoor recreation facilities and trails, and to protect open space lands with key national and regional trends along different themes including: outdoor recreation, agriculture, health, tourism and transportation. The vision outlined by the SCIPP seeks to align Sonoma County's parks and open spaces with local and regional economic, environmental, and community initiatives, while strengthening the mission of Sonoma County Regional Parks. With this in mind, the four main goals of the SCIPP are to:

- Conserve and protect natural and cultural resources;
- Ensure access for all to the County's recreational resources;
- Promote physical, mental and community health; and
- Improve the vitality of the outdoor recreation economy in the County.

Hood Mountain is located within the Central County Park Area Designation (PAD) as identified in the SCIPP. According to the SCIPP, the Central County PAD is largely characterized by urban and suburban development, and a mix of agricultural and light industrial uses. The Central County PAD is also the most densely populated area in the County with the population concentrated in the cities of Santa Rosa, Windsor, and Rohnert Park. The dominant ridge features in these areas support several state parks and regional parks, including Taylor Mountain, Hood Mountain, and Spring Lake. These parks provide dramatic views, and significant recreational opportunities in close proximity to population centers.

Recommendations identified in the SCIPP for Hood Mountain include:

- Evaluate the feasibility of developing the remaining master plan elements for the park including picnic sites, environmental camps and equestrian facilities.
- Provide better wayfinding with additional trail markers that provide mileage and elevation information.
- Explore the feasibility of providing a volunteer ranger office and trailhead host site at a network of environmental camps.
- Develop a trail connection from the Azalea Creek use area to the recently acquired Lawson property and a trail to the North Fork of Hood Creek.
- Coordinate with General Services on a comprehensive master plan for the Los Guilicos campus, including 80 acres of existing county-owned open space, along with the renovation of the Hood Mansion and associated historic landscape. Explore ways to integrate future public improvements at the campus with Hood Mountain such as trail connections and expanded equestrian facilities.
- Explore the feasibility of re-using the cabin on the Lawson addition as a volunteer station or hut.
- Explore acquiring additional land for park expansion to increase connectivity, recreational opportunities and natural resource protection.
- Develop a monthly summit hike program at Hood Mountain, and increase the promotion of the park as a close-in backpacking experience.
- Attract a provider to offer an equestrian concession program at Hood Mountain.

CONSERVATION EASEMENT

Under a Land Transfer Agreement, in August 2014, the Sonoma County Agricultural Preservation and Open Space District (District) conveyed its fee interest to Sonoma County Regional Parks and retained a Conservation Easement and a Recreation Conservation Covenant under which the County agrees to operate the property in perpetuity for low-intensity public outdoor recreation.

The Conservation Easement generally limits uses and activities on the property to natural resource protection and recreational and educational uses, and requires that any revenue generated on the Lawson property be spent on operating and maintaining the property. The terms of the Conservation Easement are summarized below. A copy of the Conservation Easement is provided in Appendix C.

Purpose. The purpose of the Conservation Easement is “to preserve the open space, scenic and natural values” of the Lawson Expansion and “to prevent any uses...that will significantly impair or interfere with those values.” Existing resource and scenic values as identified in the conservation easement include, but are not limited to, native plants and habitats (e.g., native oaks and oak communities, vernal pools and wetlands, native plants species such as *Ceanothus sonomensis*), and the Property's scenic landscapes and geographic features, including but not limited to open meadows and lakes, forested hillsides and scenic vistas. The Conservation Easement prohibits any use, other than consistent low-intensity public outdoor recreational uses that would impair, degrade or damage existing resource and scenic values. For the full purpose, see Section 1 of the Conservation Easement Agreement.

Rights. The affirmative rights of the District conveyed by the Conservation Easement include the following:

- To identify, preserve, and to protect in perpetuity the open space values represented by the conservation purpose (summarized above).
- To enter the Lawson Expansion and to inspect, observe and study the property for the purposes of: 1) identifying current uses and practices and the baseline condition of the property; and 2) monitoring the uses

and practices to determine whether they are consistent with the Conservation Easement. These rights of entry extend to the District's employees, agents, and consultants.

- To erect and maintain a sign or other appropriate marker in an acceptable location bearing information indicating that the property is protected by the District. No such sign shall exceed thirty-two square feet in size nor be artificially illuminated.

Permitted Uses. The following uses and practices are permitted under the Conservation Easement (see Conservation Easement Exhibit "B" for complete list of Permitted Uses and Practices):

- Low-intensity, public outdoor recreational or educational uses, including, but not limited to, hiking, nature study, picnicking, horseback riding, and hike-in, low-impact tent camping in up to two camping areas. Any of these activities that result in significant surface alteration or development of the land require the approval of the District.
- Subject to prior written notice to the District, the existing residence on the Lawson Expansion may be converted for use either as a Park Ranger residence, hike-in overnight lodging for use in association with low-intensity, public outdoor recreation and education, or a visitor center/interpretive center.
- Construction of non-residential structures or other improvements reasonably necessary for the recreational, resource management, water supply, water quality activities or property management activities and uses, including, but not limited to, picnic tables, food lockers, primitive campsites, public trails, restroom facilities, and water supply/quality facilities. Construction of such facilities shall be subject to prior written approval of the District.
- Construction of additional boundary fencing as deemed necessary, provided that fencing is constructed to allow visibility, does not impede wildlife movement, and is consistent with the Conservation Purpose of the Easement.
- Maintenance, repair, replacement in-kind, and improvement of existing structures and improvements, fences, fire protection and access roads, ditches, pumps, and other improvements, including the limited removal of brush and trees immediately adjacent to such improvements.
- Subject to the approval of the District, to remodel or replace the existing barn with a structure of a similar size, sited in a similar location, for use only as consistent with permitted recreational uses.
- Conservation and restoration activities including, but not limited to, soil stabilization, enhancement of native plant and wildlife habitat, and activities which promote biodiversity.
- To undertake fire management plans, subject to District review that may include mowing or limited brush removal.
- Placement of signage associated with permitted recreational or educational purposes, the size of which shall not individually exceed two (2) square feet, and one sign to identify the property, which shall not exceed twenty-four (24) square feet. No sign may be artificially illuminated.
- Removal of invasive, non-native plant species that threaten or impede the growth of native plant species and feral, non-native animal species that threaten the purpose of the Conservation Easement.

Prohibited Uses. The following uses and practices are considered inconsistent with the purpose of the Conservation Easement and are prohibited on or within the Lawson Expansion (see Conservation Easement Exhibit "C" for complete list of Prohibited Uses and Practices):

- To impair the Conservation Purpose of the Easement.
- To establish any residential, agricultural, commercial or industrial activity or use, except as permitted.
- To construct, place or erect any sign or billboard, except as permitted.
- To construct, reconstruct, or replace any improvement, except as permitted.

- To divide, subdivide, or de facto subdivide the Lawson Expansion.
- To use motorized vehicles, except by Regional Parks or others under Regional Parks control, for permitted activities, by the District for inspections, and for emergency and fire control purposes, or uses that pre-date the Conservation Easement. Use of motorized vehicles is prohibited off roadways except where necessary for permitted Property management activities, for emergency response, or for uses that pre-date the Easement.
- To dump or accumulate trash, ashes, garbage, waste, inoperative vehicles or other unsightly or offensive material.
- To install new or enlarged above-ground utility systems within pre-existing or new easements, including, water, sewer, power, fuel, and communication lines and related facilities and equipment, except to serve permitted recreational and/or property management activities or uses as provided in the Easement.
- To hunt, trap, or otherwise willfully kill wildlife for food or sport, except as permitted.
- To explore for, develop, or extract minerals or hydrocarbons by any mining method.
- To remove or destroy any native trees, shrubs, or other native plant materials, except as necessary, in accordance with generally accepted conservation practices, to control or prevent hazard, disease, fire or non-native invasive plant species, or except as necessary for permitted uses as provided for in the Easement.
- To cause degradation of or erosion of the soil or pollution of any surface or subsurface waters.
- To store materials, such as pipes, culverts, fencing, heavy equipment, and the like, except while work is in progress and in no case for a period exceeding thirty (30) days after work is completed.
- To alter the contour of the Lawson Expansion in any manner whatsoever, including excavation or removing soil, sand, gravel, rock, peat or sod, except in connection with permitted uses as provided in the Easement and subject to prior approval by the District.

RECREATION CONSERVATION COVENANT

The Recreation Conservation Covenant obligates Regional Parks to operate and maintain the Lawson Expansion as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses consistent with the Conservation Easement. In connection with the Recreation Conservation Covenant, the County recorded an irrevocable offer of dedication that allows transfer of the property back to the District should, in the future, the County, for any reason, be unable to keep the property open to the public. Under the terms of the Recreation Conservation Covenant, operation of the property as a public park and open space preserve would commence once a trail has been designed and constructed and sensitive cultural resources have been protected, under the amended terms no later than December 31, 2018. The Lawson Expansion shall be available for public hiking, picnicking, and nature study no less than six hours per day, seven days per week. Temporary closure of the property is permitted for public health or safety or for protection of natural resources and scenic values. Regional Parks is required to ensure compliance with the Americans with Disabilities Act (ADA) in the provision of public access to the Property. A copy of the Recreation Conservation Covenant is provided in Appendix D.

OTHER FEDERAL, STATE, AND REGIONAL REGULATIONS

In addition to objectives and policies in the Sonoma County General Plan 2020 and the SCIPP, various federal, State, County and Regional Park regulations apply to the MP/RMP. All activities proposed as part of the MP/RMP will be conducted consistent with applicable Federal, State and local laws, regulations, and permit requirements from various resource and regulatory agencies. A summary of these Federal, State, and local laws are provided below.

FEDERAL

Federal Endangered Species Act. The U.S. Fish and Wildlife Service (USFWS) has jurisdiction over federally listed threatened and endangered plant and animal species. The federal Endangered Species Act (ESA) protects listed species from harm or “take,” broadly defined as to “harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct.” Any such activity can be defined as a “take” even if it is unintentional or accidental.

An endangered species is one that is considered in danger of becoming extinct throughout all or a significant portion of its range. A threatened species is one that is likely to become endangered in the foreseeable future. Federal agencies involved in funding or permitting projects that may result in take of federally listed species (e.g., U.S. Army Corps of Engineers) are required under Section 7 of the ESA to consult with the USFWS prior to issuing such permits. Any activity that could result in the take of a federally listed animal species, and is not authorized as part of a Section 7 consultation, requires an ESA Section 10 take permit from the USFWS. This take permit requirement does not apply to listed plant species for projects on private land with no federal funding or federal jurisdiction.

In addition to endangered and threatened species, which are legally protected under the ESA, the USFWS has a list of proposed and candidate species. Proposed species are those for which a proposed rule to list them as endangered or threatened has been published in the Federal Register. A candidate species is one for which the USFWS currently has enough information to support a proposal to list it as a threatened or endangered species. Proposed species could be listed at any time, and many federal agencies protect them as if they already are listed. Candidate species are not afforded legal protection under the ESA.

Clean Water Act. The U.S. Army Corps of Engineers (Corps) is responsible under Section 404 of the Clean Water Act to regulate the discharge of fill material into waters of the United States. Waters of the United States and their lateral limits are defined in 33 Code of Federal Regulations (CFR) Part 328.3(a) and include streams that are tributaries to navigable waters and their adjacent wetlands. The lateral limits of jurisdiction for a non-tidal stream are measured at the line of the Ordinary High Water Mark (OHWM) (33 CFR Part 328.3[e]) or the limit of adjacent wetlands (33 CFR Part 328.3[b]). Any permanent extension of the limits of an existing water of the U.S., whether natural or man-made, results in a similar extension of Corps jurisdiction (33 CFR Part 328.5).

Waters of the United States fall into two broad categories: wetlands and other waters. Other waters include unvegetated waterbodies and watercourses such as rivers, streams, lakes, springs, ponds, coastal waters, and estuaries. Seasonally inundated or intermittent waterbodies or watercourses that do not exhibit wetland characteristics are often classified as other waters of the United States. Wetlands include marshes, wet meadows, seeps, floodplains, basins, and other areas experiencing extended seasonal or permanent soil saturation that support wetland vegetation. Seasonally or intermittently inundated features, such as seasonal ponds, ephemeral streams, and tidal marshes, are categorized as wetlands if they have hydric soils and support wetland plant communities.

Wetlands and other waters that cannot trace a continuous hydrologic connection to a navigable water of the United States are not tributary to waters of the United States. These wetlands are termed “isolated” wetlands and waters. Isolated wetlands and waters are jurisdictional when their destruction or degradation can affect interstate or foreign commerce (33 CFR Part 328.3[a]). The Corps may or may not take jurisdiction over isolated wetlands and waters, depending on the specific circumstances.

In general, a Section 404 permit must be obtained from the Corps before filling or grading jurisdictional wetlands or other waters of the United States. Certain projects may qualify for authorization under a nationwide permit (NWP). The purpose of the NWP program is to streamline the evaluation and approval process throughout the country for certain types of activities that have only minimal impacts to the aquatic environment. Many NWPs are only authorized after the applicant has submitted a pre-construction notification (PCN) to the appropriate Corps office. The Corps is required to consult with the USFWS and/or the National Marine Fisheries Service (NMFS) under Section 7 of the ESA if the permitted activity may result in the take of federally listed species.

Migratory Bird Treaty Act. The federal Migratory Bird Treaty Act (MBTA) prohibits the taking, hunting, killing, selling, purchasing, etc. of migratory birds, parts of migratory birds, or their eggs and nests. As used in the MBTA, the term “take” is defined as “to pursue, hunt, shoot, capture, collect, kill, or attempt to pursue, hunt, shoot, capture, collect, or kill, unless the context otherwise requires.” Most bird species native to North America are covered by this act (16 USC 703-712).

Section 106 of the National Historic Preservation Act. If a project is subject to federal jurisdiction and the project is an undertaking as defined at 36 CFR §800.16(y) with the potential to cause effects on historic properties (36CFR §800.3(a)), Section 106 of the National Historic Preservation Act of 1966, as amended, must be addressed to take into account the effect of the undertaking on any district, site, building, structure, or object included in or eligible for inclusion in the National Register of Historic Places (National Register).

An historic property is any district, site, building, structure, or object listed in or eligible for listing in the National Register at the local, state, or national level (36 CFR §800.16(l)(1)). The criteria for determining a resource’s eligibility for National Register listing are defined at 36 CFR §60.4. The four evaluation criteria are applied to the property in which the property’s significance for its association with important events or persons, importance in design or construction, or information potential is assessed. The criteria are as follows:

- . . .the quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and
- That are associated with events that have made a significant contribution to the broad patterns of our history; or
- That are associated with the lives of persons significant in our past; or
- That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- That have yielded, or may be likely to yield, information important in prehistory or history.

In order to be eligible for the National Register, a cultural resource must retain historical integrity, which is the ability of a resource to convey its significance. The evaluation of integrity must be grounded in an understanding of a resource’s physical features and its environment, and how these relate to its significance. A property conveys its significance through the retention of its aspects of integrity. Under Criteria A, B, and C, the National Register places an emphasis on a resource appearing like it did during its period of significance to convey historical significance; under Criterion D, properties convey significance through the information they contain. Resources that meet the age guidelines, are significant, and possess integrity will generally be considered eligible for listing in the National Register.

Archaeological Resources Protection Act. The most-used enforcement tool for the protection of cultural resources is The Archaeological Resources Protection Act of 1979 and amended in 1988. The purpose is “to protect irreplaceable archaeological resources and sites on federal, public, and Indian lands.” The Act prohibits damaging or defacing archaeological resources; excavating or removing archaeological resources without a permit; selling, purchasing, or trafficking of Native American archeological resources.

The Native American Graves Protection and Repatriation Act. The Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 requires federal agencies and institutions that receive federal funding to return Native American “cultural items” to lineal descendants and culturally affiliated Indian tribes and Native Hawaiian organizations. Cultural items include human remains, funerary objects, sacred objects, and objects of cultural patrimony. A program of federal grants assists in the repatriation process and the Secretary of the Interior may

assess civil penalties. NAGPRA makes it a criminal offense to obtain or traffic Native American human remains or cultural items without right of possession.

STATE

California Environmental Quality Act (California Public Resources Code, Sections 21000-21178 and Title 14 CCR, Section 753, and Chapter 3, Sections 15000-15387). The California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. CEQA applies to all discretionary projects proposed to be conducted or approved by a California public agency, including private projects requiring discretionary government approval. The purpose of CEQA is to:

- Disclose to the public the significant environmental effects of the proposed discretionary project, through the preparation of an Initial Study, Negative Declaration or Environmental Impact Report.
- Prevent or minimize damage to the environment through development of project alternatives, mitigation measures, and mitigation monitoring.
- Disclose to the public the agency decision making process utilized to approve discretionary projects through findings and statements of overriding consideration.
- Enhance public participation in the environmental review process through scoping meetings, public notice, public review hearings, and the judicial process.
- Improve interagency coordination through early consultations, scoping meetings, notices of preparation, and State Clearinghouse review.

Consistent with CEQA, Regional Parks, as the lead agency, intends to adopt a Mitigated Negative Declaration, supported by an Initial Study, for the MP/RMP. The Initial Study/Mitigated Negative Declaration (IS/MND) was prepared pursuant to CEQA Guidelines Sections 15070-15073 to disclose the potential environmental impacts associated with implementation of the MP/RMP. The IS/MND will be released for the 30-day public review period, during which time regulatory agencies and the public may provide comments on the adequacy of the environmental review. Following the close of the public review period, Regional Parks will present the IS/MND to the Board of Directors for adoption, along with the MP/RMP.

California Endangered Species Act. The California Department of Fish and Wildlife (CDFW) has jurisdiction over threatened or endangered species that are formally listed by the State under the California ESA. The California ESA is similar to the federal ESA both in process and substance; it is intended to provide additional protection to threatened and endangered species in California. The California ESA does not supersede the federal ESA, but operates in conjunction with it. Species may be listed as threatened or endangered under both acts (in which case the provisions of both state and federal laws apply) or under only one act. A candidate species is one that the Fish and Wildlife Commission has formally noticed as being under review by CDFW for addition to the State list. In contrast to the federal ESA, candidate species are protected by the provisions of the California ESA.

Porter-Cologne Water Quality Control Act. Under this Act (California Water Code Sections 13000–14920), the RWQCB is authorized to regulate the discharge of waste that could affect the quality of the State’s waters. Therefore, even if a project does not require a federal permit, it may still require review and approval by the RWQCB (e.g., for impacts to isolated wetlands and other waters). When reviewing applications, the RWQCB focuses on ensuring that projects do not adversely affect the “beneficial uses” associated with waters of the State. In most cases, the RWQCB seeks to protect these beneficial uses by requiring the integration of water quality control measures into projects that will require discharge into waters of the State. For most construction projects, the RWQCB requires the use of construction and post-construction best management practices (BMPs).

California Fish and Wildlife Code. The CDFW is also responsible for enforcing the California Fish and Wildlife Code, which contains several provisions potentially relevant to construction projects. For example, Section 1602 of the Fish and Wildlife Code (CCR; Title 14, Div. 1) governs the issuance of Lake and Streambed Alteration Agreements by the

CDFW. Lake and Streambed Alteration Agreements are required whenever project activities substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake designated as such by the CDFW. Section 1602 of the Fish and Game Code applies to all perennial, intermittent, and ephemeral rivers, streams, and lakes in the state.

The Fish and Game Code also lists animal species designated as Fully Protected, which may not be taken or possessed at any time. The Fully Protected designation does not allow “incidental take” and is thus more restrictive than the CESA. Fully Protected species are listed in Sections 3511 (birds), 4700 (mammals), 5050 (reptiles and amphibians), and 5515 (fish) of the Fish and Game Code, while protected amphibians and reptiles are listed in Chapter 5, Sections 41 and 42 (CCR; Title 14, Div. 1).

Section 3503 of the Fish and Game Code (CCR; Title 14, Div. 1) prohibits the take, possession, or needless destruction of the nest or eggs of most bird species. Subsection 3503.5 (CCR; Title 14, Div. 1) specifically prohibits the take, possession, or destruction of any birds in the orders Falconiformes (hawks and eagles) or Strigiformes (owls) and their nests. These provisions, along with the federal MBTA, essentially serve to protect nesting native birds. Certain non-native species, including European starling and house sparrow, are not afforded such protection under the MBTA or California Fish and Game Code.

California Species of Special Concern. The CDFW maintains an administrative list of Species of Special Concern (SSC), defined as a “species, subspecies, or distinct population of an animal native to California that currently satisfies one or more of the following (not necessarily mutually exclusive) criteria:

- is extirpated from the State, or, in the case of birds, in its primary seasonal or breeding role;
- is listed as federally, but not State-, threatened or endangered;
- meets the State definition of threatened or endangered but has not formally been listed;
- is experiencing, or formerly experienced, serious (nonscyclical) population declines or range retractions (not reversed) that, if continued or resumed, could qualify it for State threatened or endangered status;
- has naturally small populations exhibiting high susceptibility to risk from any factor(s), that if realized, could lead to declines that would qualify it for State threatened or endangered status.”

The CDFW’s Nongame Wildlife Program is responsible for producing and updating SSC publications for mammals (Williams 1986); birds (Shuford and Gardali 2008); and reptiles and amphibians (Jennings and Hayes 1994). Section 15380 of the CEQA Guidelines clearly indicates that SSC should be included in an analysis of project impacts if they can be shown to meet the criteria of sensitivity outlined therein. In contrast to species listed under the FESA or CESA, however, SSC have no formal legal status.

California Rare Plant Ranks. Special-status plants in California are assigned to one of five “California Rare Plant Ranks” by a collaborative group of over 300 botanists in government, academia, non-governmental organizations, and the private sector. This effort is jointly managed by the CDFW and the non-profit California Native Plant Society (CNPS). The five California Rare Plant Ranks currently recognized by the CNDDDB include the following:

- Rare Plant Rank 1A – presumed extinct in California.
- Rare Plant Rank 1B – rare, threatened, or endangered in California and elsewhere.
- Rare Plant Rank 2 – rare, threatened, or endangered in California but more common elsewhere.
- Rare Plant Rank 3 – a review list of plants about which more information is needed.
- Rare Plant Rank 4 – a watch list of plants of limited distribution.

Substantial impacts to plants ranked 1A, 1B, and 2 are typically considered significant based on Section 15380 of the CEQA Guidelines, depending on the policy of the lead agency. Plants ranked 3 and 4 may be evaluated by the lead agency on a case-by-case basis to determine significance thresholds under CEQA.

Assembly Bill 52. Assembly Bill 52 (AB 52) was passed in 2014 and initiated compliance on July 1, 2015. AB 52 amended CEQA to address California Native American tribal concerns regarding how cultural resources of importance to tribes are treated under CEQA. CEQA now specifies that a project that may cause a substantial adverse change in the significance of a “tribal cultural resource” [as defined in PRC 21074(a)] is a project that may have a significant effect on the environment. According to AB 52, tribes that may have expertise in tribal history and “tribal knowledge about land and tribal cultural resources at issue should be included in environmental assessments for projects that may have a significant impact on those resources.”

The AB 52 process entails:

- The CEQA lead agency must begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project, if the tribe requested to the lead agency, in writing, to be informed by the lead agency of proposed projects in that geographic area and the tribe requests consultation.
- A proposed Negative Declaration, Mitigated Negative Declaration (MND), or a Draft EIR cannot be released for public review before the tribe(s) has had the opportunity to request consultation.
- If the tribe(s) requests formal consultation, a MND cannot be released for public review until consultation between the tribe(s) and the lead agency is completed and mitigation measures acceptable to the tribe(s) are incorporated into the MND and the related Mitigation Monitoring or Reporting Program (MMRP).

AB 52 further defines the following legislative terms:

- Tribal Cultural Resource: The passage of AB 52, created a new category of resource called a “tribal cultural resource” (TCR). The statute clearly identifies a TCR as a separate and distinct category of resource, separate from a historical or archaeological resource. New PRC Section 21074 defines a “tribal cultural resource” as any of the following:
 - (1) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
 - (A) Included or determined to be eligible for inclusion in the California Register of Historical Resources.
 - (B) Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.
 - (2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.
 - (3) A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.
 - (4) A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a “nonunique archaeological resource” as defined in subdivision (h) of Section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of subdivision (a).
- Formal Tribal Consultation: Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification notice that includes a brief description of the proposed project and its location as well as the lead

agency contact information, and a notification statement that the California Native American tribe has 30 days to request consultation.

- Treatment of Mitigation Measures and Alternatives: New PRC Section 21080.3.2 provides that as part of the consultation process, parties could propose mitigation measures. If the California Native American tribe requests consultation to include project alternatives, mitigation measures, or significant effects, the consultation would be required to cover those topics. New Section 21082.3 provides that any mitigation measures agreed upon during this consultation “shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring program” if determined to avoid or lessen a significant impact on a tribal cultural resource.

California Department of Transportation. Designated State Route facilities are under the jurisdiction of the California Department of Transportation (Caltrans), except where facility management has been delegated to the county transportation authority. Roadway improvements and other work within state roads right-of-way would require coordination with and approval from Caltrans. State Route 12 (SR 12) in Sonoma County is an Officially Designated State Scenic Highway south of the City of Santa Rosa. SR 12 is located approximately 1.5 miles to the southwest of the project site. Motorists traveling on SR 12 have views of the Mayacama Mountains and the project site.

COUNTY

Sonoma County Public Works. County roadways in the plan area are under the jurisdiction of Sonoma County Public Works. Roadway improvements and other work within County roads right-of-way would require coordination with and approval from Sonoma County Public Works.

Environmental Setting



Environmental Setting

Geographical Setting

The Lawson Expansion is located within a patchwork of undeveloped areas in eastern Sonoma County between the developed area of Santa Rosa on the west and Napa County to the east. These public access open space parks and preserves include Shiloh Ranch Regional Park to the northwest, and Hood Mountain Park & Preserve and Sugarloaf Ridge State Park to the southeast in the Mayacamas Mountains. Trione-Annadel State Park, Spring Lake Regional Park, Taylor Mountain Regional Park & Open Space Preserve are located to the southwest in the Sonoma Mountains. Located further south are North Sonoma Mountain Regional Park & Open Space Preserve and Jack London State Historic Park. The southernmost park is Tolay Lake Regional Park located just above San Pablo Bay. The urban population centers of Santa Rosa, Windsor and Rohnert Park lie to the west.

Adjacent Land Uses

The Lawson Expansion is surrounded to the north, east, and south by undeveloped mountainous land. Hood Mountain borders the project site to the east, southeast and northeast. Private land borders the project site to the north and west. Residential uses within the City of Santa Rosa are located further west and south of the project site and Sugarloaf Ridge State Park is located further north and east beyond Hood Mountain. The residential development of Oakmont Village and various wineries/vineyards are located to the south along State Highway 12.

The land use designations on adjacent parcels include Resources and Rural Development to the west, northwest, and southwest and Public-Quasi Public to the east, northeast, and southeast sides of the project site (Sonoma County Permit and Resource Management Department 2014) (Figure 4).



View from Lawson Expansion

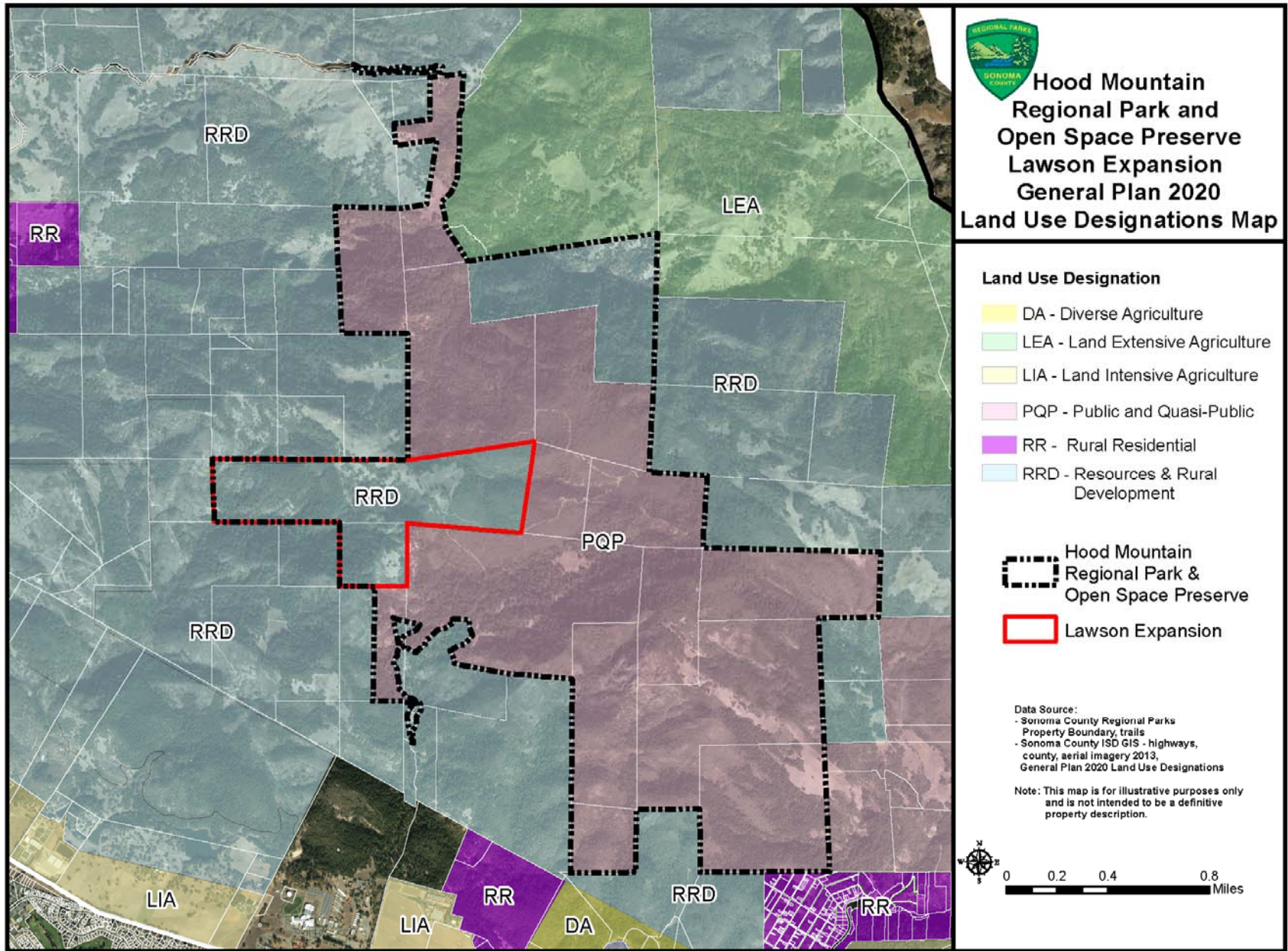


Figure 4: Land Use Designations

Geology and Soils

The Lawson Expansion is located within the Mayacamas Mountain Range extending for approximately 52 miles from Mendocino and Lake Counties to Napa and Sonoma Counties. The nearest active fault zone is the Healdsburg-Rodgers Creek fault, located approximately 7 miles west of the project site. As with the entire San Francisco Bay Area, the project site is located within an area susceptible to strong ground shaking from earthquakes on nearby faults (Sonoma County Permit and Resource Management Department 2014). In addition, due to the presence of unstable rock and soil units and steep slopes, the project site includes areas that are susceptible to landslides (Association of Bay Area Governments 2016).

The majority of the soils in the project area are Boomer loam and Henneke soil series (United States Department of Agriculture, Natural Resource Conservation Services 2016) (Figure 5). The Boomer soil series consist of well-drained loams, with clay subsoil, and are underlain by greenstone and metamorphosed rock. These soils are located throughout the project area and have a high erosion rate, particularly on slopes of 9 to 30 percent. The Boomer soils have a moderate infiltration and water transmission rate, moderate runoff potential, and moderate shrink-swell potential. The Henneke soil series is located in the eastern portion of the project site. This soil type consists of a very well-drained gravelly loam underlain by serpentine bedrock. These soils have a very slow infiltration and water transmission rate and a very high runoff potential. Rocky land is located within the middle portion of the project site. These rocky areas are characterized by stony, steep slopes and ridges with minimal soil accumulation.

The project site is located within the Coast Range Province of California, which generally consists of mountain ranges and valleys. The project site consists primarily of areas with steep and moderate slopes interspersed with areas that are relatively flat. The project site features several prominent rock outcrops and cliff faces, such as the formation known as the “Spire.”

Hydrology

According to the Water Resources Element of the Sonoma County General Plan 2020, the Lawson Expansion is located within the Russian River Watershed, within the Mark West Creek and Santa Rosa Creek sub-watersheds. The Russian River Watershed drains an area of approximately 921 square miles and ultimately drains west to the Pacific Ocean. The North Coast RWQCB has classified the entire Russian River watershed as an impaired water body due to excessive sedimentation and siltation from historic grazing, agriculture, logging, road construction, and habitat modification.

The Santa Rosa Creek sub basin is located in eastern and central Sonoma County and drains an area of roughly 81 square miles. Major streams and tributaries in the subbasin include Santa Rosa Creek, Spring Creek, Brush Creek, Matanzas Creek, Colgan Creek, and Rincon Creek. The central region of the Santa Rosa Creek watershed is largely urbanized (approximately 35 percent of the subbasin).

The Mark West Creek sub basin, located in northeastern Sonoma County, covers an area of approximately 83 square miles. The Town of Windsor and the northern outskirts of the Santa Rosa urban area are in this watershed. The primary stream in this subbasin, Mark West Creek, is a tributary of the Russian River. Major creeks and tributaries in this subbasin include Mark West Creek, Windsor Creek, Porter Creek, Wright Creek, Mill Creek, and Van Buren Creek.

Surface waters in the project area include Azalea Creek, which flows through the northeast corner of the project site, and Badger Creek and Lost Creek flow through the western portion of the project site (Figure 6). Santa Rosa Creek is located approximately 0.7 mile north of the Lawson Expansion. North Fork Hood Creek is located just south of the project site and is a tributary to Hood Creek, which flows along the west side of Pythian Road. Merganser Pond is located within Hood Mountain Park, approximately 0.5 mile south of the project site. The project site contains an existing water tank that was installed for residential water supply. Regional Parks field staff estimate the capacity of the tank is approximately 1,000 gallons.

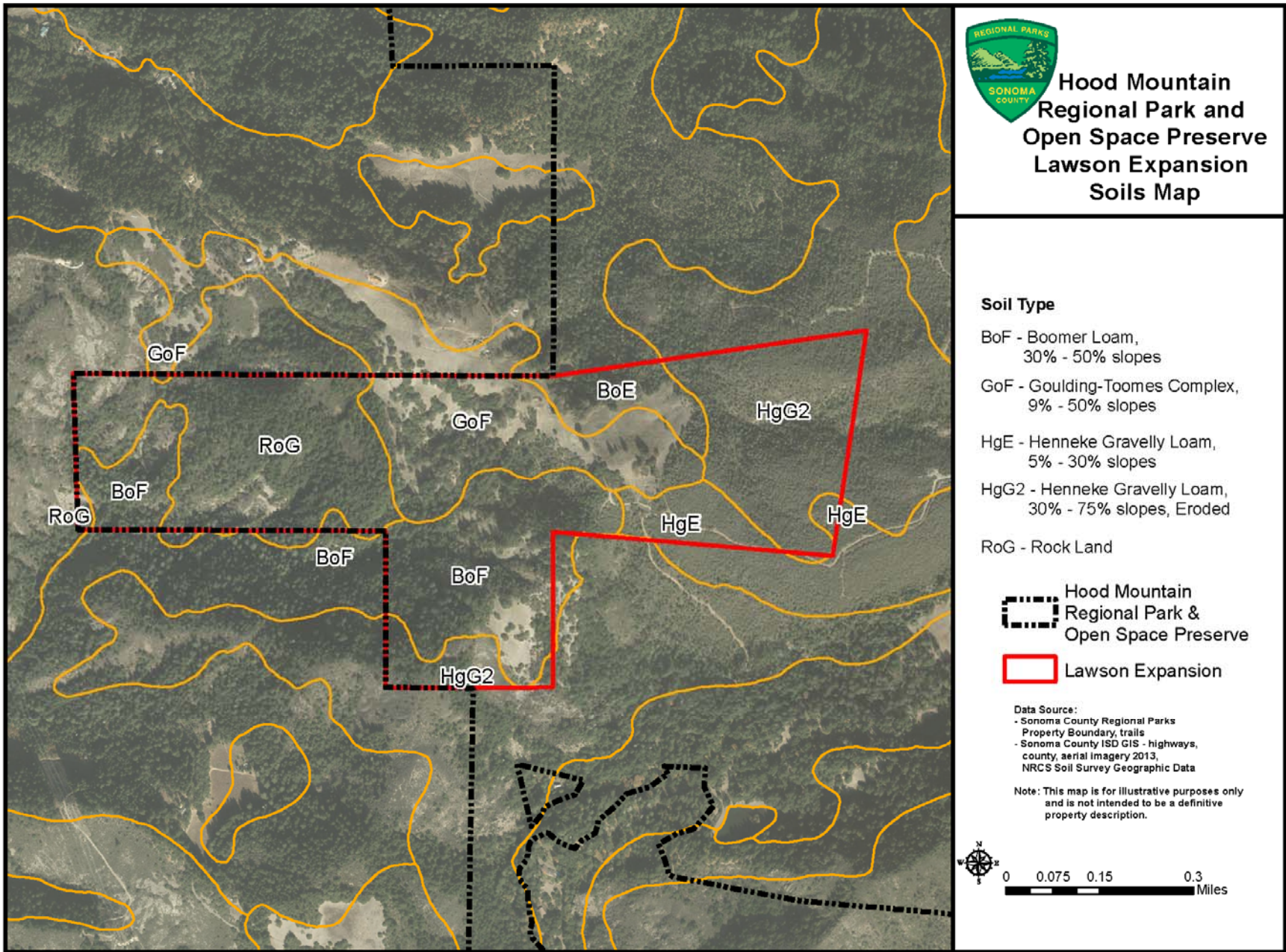


Figure 5: Soil Types

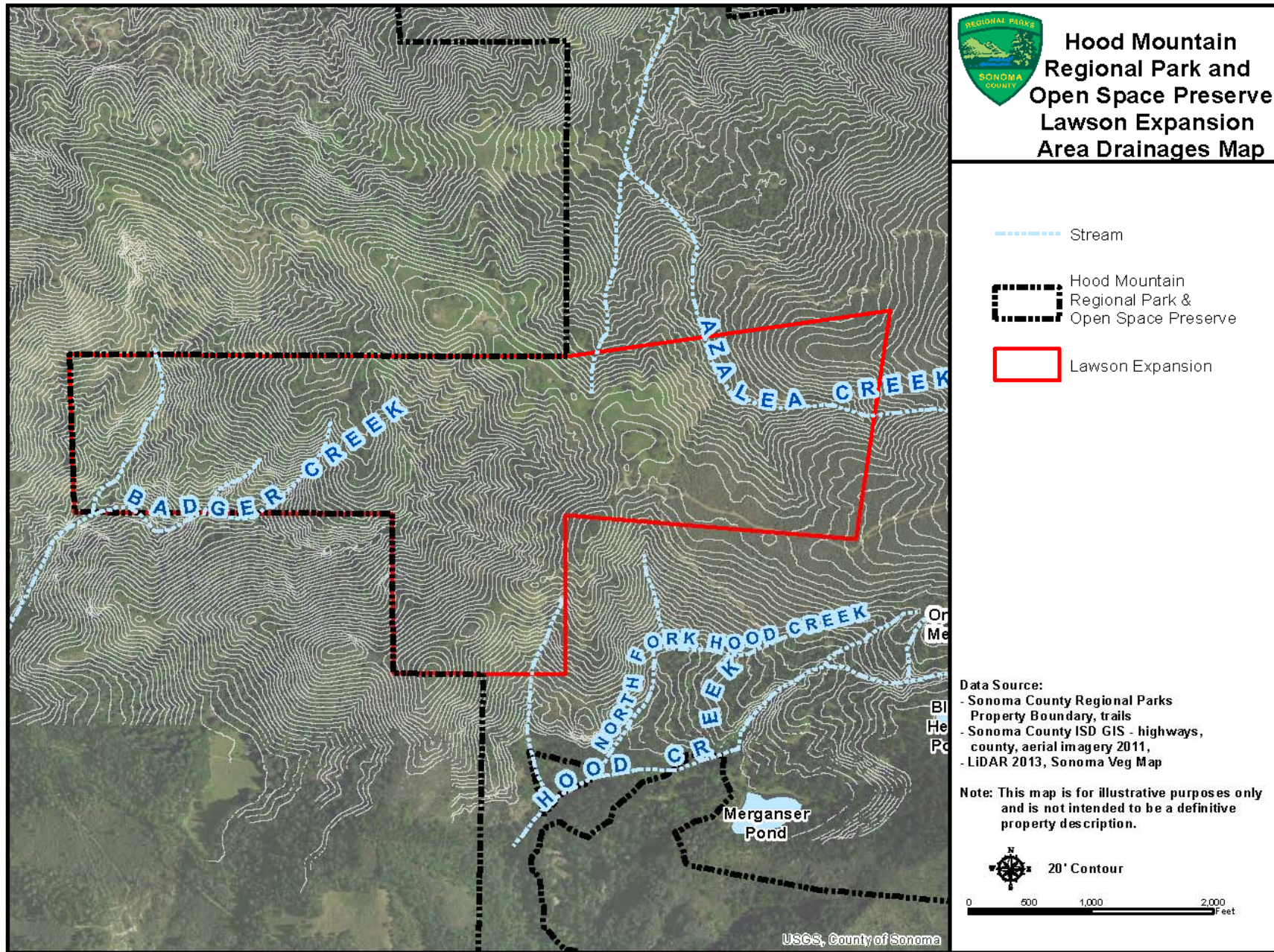


Figure 6: Lawson Area Drainages



Madrone Oak Woodland



Chaparral



Grasslands



Chaparral transition to Douglas-fir Oak Woodland

The project site is not located within the boundaries of a groundwater basin (California Department of Water Resources 2016). The nearest groundwater basin is the Kenwood Valley Groundwater Basin, located southwest of the project site. In addition, the project site is not located within a groundwater recharge area.

According to the FEMA FIRM No. 06097C0752E and 06097C0745E (December 2, 2008), the project site is outside of the 100-year and 500-year floodplain.

According to the Public Safety Element of the Sonoma County General Plan 2020, the project site is not located within a dam failure inundation hazard area.

Vegetation and Habitat Types

KBC (2010) identified 293 species of vascular plants in the Lawson Expansion, 211 (72 percent) native species and 82 (28 percent) non-native species. KBC mapped four broad vegetation types on the project site: grassland, oak woodlands, mixed evergreen forest, and chaparral (Figure 7). Within these broad vegetation types, the report listed 19 vegetation alliances based on Sawyer et al. (2009), these alliances were not mapped and/or discussed in the KBC report. Those alliances with State rankings from S1 to S3 and all associations within them are considered highly imperiled and are considered sensitive communities under CEQA; a question mark (?) denotes an inexact numeric rank due to insufficient samples over the fully expected range of the type, but existing information points to this rank. Impacts to S1-S3 ranked alliances would be considered significant under CEQA. The vegetation alliances identified by KBC in the Lawson Expansion are listed below:

- *Adenostoma fasciculatum* Shrubland Alliance (Chamise chaparral)
- *Arbutus menziesii* Forest Alliance (Madrone forest) S3.2
- *Arctostaphylos glandulosa* Shrubland Alliance (Eastwood manzanita chaparral)
- *Avena (barbata, fatua)* Semi-Natural Herbaceous Stands (Wild oats grasslands)
- *Baccharis pilularis* Shrubland Alliance (Coyote brush scrub)
- *Bromus (diandrus, hordeaceus)-Brachypodium distachyon* Semi-Natural Herbaceous Stands (Annual brome grassland)
- *Ceanothus cuneatus* Shrubland Alliance (Wedge leaf Ceanothus chaparral or Buck brush chaparral)
- *Centaurea (solstitialis, melitensis)* Semi-Natural Herbaceous Stands (Yellow starthistle fields)

- *Cynosurus echinatus* Semi-Natural Herbaceous Stands Annual dogtail grasslands
- *Danthonia californica* Herbaceous alliance (California oat grass prairie) S3
- *Elymus glaucus* Herbaceous Alliance (Blue wild rye meadows) S3?
- *Fescue idahoensis* Herbaceous Alliance (Idaho fescue grassland) S3?
- *Hesperocyparis sargentii* Woodland Alliance, (Sargent cypress woodland) S3.2
- *Lasthenia californica-Plantago erecta Vulpia microstachys* Herbaceous Alliance (California goldfields-Dwarf plantain-six-weeks fescue flower fields)
- *Nassella pulchra* Herbaceous Alliance (Purple needle grass grassland) S3?
- *Phalaris aquatica* Semi-Natural Herbaceous Stands (Harding grass swards)
- *Pseudotsuga menziesii-Lithocarpus densiflorus* Forest Alliance (Douglas fir-tanoak forest)
- *Quercus agrifolia* Woodland Alliance (Coast live oak woodland)
- *Quercus (agrifolia, douglasii, garryana, kelloggii, lobata wislizeni)* Forest Alliance (Mixed oak forest)
- *Quercus berberidifolia* Shrubland Alliance (Scrub oak chaparral)
- *Quercus durata* Shrubland Alliance (Leather Oak Chaparral)

In addition to the native vegetation in the Lawson Expansion, ruderal habitats support various weedy non-native plant species. Some of these species such as French broom (*Genista monspessulana*), yellow-star thistle (*Centaurea solstitialis*), and silverleaf cotoneaster (*Cotoneaster pannosus*) are invasive species.

Yellow starthistle is rated as a high priority invasive species by Cal-IPC (2017). Yellow star-thistle significantly depletes soil moisture reserves in grasslands of California and Oregon. A deep root system allows star-thistle to utilize deep soil moisture late into the growing season. Consequently, the next season's soil moisture recharge is less than native perennial grasslands and annual grasslands.

Cotoneaster is able to grow in grasslands and other natural communities, shade out native grasses and other plants and create areas with higher organic matter and moisture, favoring weedy grasses. Cotoneaster can spread very rapidly, intensifying the risk to many native ecosystems.

French broom grows rapidly and from dense stands that most wildlife find impenetrable and unpalatable. Dense stems inhibit regeneration of most other plant species.

Regulated Waters

The KBC Biological Resources Report did not identify any wetlands in the Lawson Expansion, but noted that several drainages are present on the project site. The proposed Wild Lilac Trail would cross several ephemeral streams that are under the jurisdiction of the Corps, RWQCB and CDFW. Permits from these agencies would be required if trail crossings impact these streams.



Ephemeral stream to be crossed by the Wild Lilac Trail



Wildlife

KBC (2010) recorded 21 species of wildlife in the Lawson Expansion, but, based on the habitat types present on the site, a diverse assemblage of other wildlife species typical of the mountains in eastern Sonoma County is expected to be present. Bird species reported by KBC (2010) include red-tailed hawk (*Buteo jamaicensis*), red-shouldered hawk (*B. lineatus*), acorn woodpecker (*Melanerpes formicivorus*), pileated woodpecker (*Dryocopus pileatus*), wrentit (*Chamaea fasciata*), American robin (*Turdus migratorius*), and spotted towhee (*Pipilo maculatus*), which are all common permanent resident species in Sonoma County (Bolander and Parmeter 2000). LSA added the common raven (*Corvus corax*) to the list during their field survey on November 29, 2016. Many more resident and migratory species are likely present on the project site.



Mammals observed or detected by KBC (2010) included species typical of oak woodland, mixed coniferous forest, chaparral, and grassland. Larger to mid-sized species included coyote (*Canis latrans*), raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), and mule deer (*Odocoileus hemionus*). Small mammals included broad-footed mole (*Scapanus latimanus*), western gray squirrel (*Sciurus griseus*), deer mouse (*Peromyscus maniculatus*), dusky-footed woodrat (*Neotoma fuscipes*), and Botta's pocket gopher (*Thomomys bottae*). Other species of mammals likely to occur include mountain lion (*Puma concolor*), shrews, and various species of bats. In addition, American black bears (*Ursus americanus*) have been observed in the Lawson Expansion in the last 2 to 3 years.



Amphibians and reptiles observed by KBC (2010) included Pacific tree frog (*Hyla regilla*), common garter snake (*Thamnophis sirtalis*), and western fence lizard (*Sceloporus occidentalis*). Other species known from this area and likely to be present on the project site include California slender salamander (*Batrachoseps attenuatus*), ensatina (*Ensatina eschscholtzii*), western skink (*Plestiodon skiltonianus*), southern alligator lizard (*Elgaria multicarinata*), gopher snake (*Pituophis catenifer*), California mountain kingsnake (*Lampropeltis zonata*), and western rattlesnake (*Crotalus oreganus*).



Young Pileated Woodpecker

Special-Status Species

Three special-status plant species were identified in the Lawson Expansion: Napa false indigo (*Amorpha californica* var. *napensis*), Mount Saint Helena morning-glory (*Calystegia collina* spp. *oxyphylla*), and Sonoma ceanothus (*Ceanothus sonomensis*). The site-specific information on the Napa false indigo and Sonoma ceanothus is from the KBC (2010) biological resources study conducted for the Lawson Expansion. Both Napa false indigo and Sonoma ceanothus have a California rare plant rank of 1B; this rank refers to species that are rare throughout their range with the majority of them endemic to California. Impacts to 1B plant species are generally considered significant under CEQA. The Mount Saint Helena morning-glory (*Calystegia collina* spp. *oxyphylla*) has a rare plant rank of 4.2; species with this rank are considered uncommon, but impacts to 4.2 species are generally not considered significant under CEQA.

Within the Lawson Expansion, Napa false indigo is only known from a small population along the northern boundary of the project site (Figure 7); about 20 plants were observed at this location. This population is remote from any of the proposed trail locations (Figure 8).

Sonoma ceanothus in the Lawson Expansion site occurs in a concentrated area in serpentine chaparral (Figure 7). Approximately 500 individual shrubs are located in this area. The proposed Wild Lilac Multi-Use trail traverses the edge of this stand of chaparral on an existing road/trail alignment. This area was affected by the Sonoma County fires, as well as fire suppression activities, that occurred in October 2017. Restoration activities may be targeted in this area to reestablish these species.

Madrone forest (S3.2), California oat grass prairie (S3), blue wild rye meadows (S3?), Idaho fescue grassland (S3?), purple needle grass grassland (S3?), and Sargent cypress woodland (S3.2) are vegetation alliances that are considered special-status natural communities. Impacts to S1-S3 ranked vegetation alliances would be considered significant under CEQA.

No special-status animal species were observed in the Lawson Expansion during the biological survey conducted by KCB; however, an occurrence record of the northern spotted owl (*Strix occidentalis caurina*) is located approximately 0.25 miles (1320 feet) north of the northwest edge of the project site. The northern spotted owl is a federal and State listed threatened species. The biological resources report did not identify suitable nesting habitat for the northern spotted owl in the Lawson Expansion; however, the mixed evergreen forest in the western portion of the project site could be used by dispersing owls. Trails avoid this area with the exception of Lawson Camp Loop traversing the edge of this area through a stand of Douglas Firs (*Pseudotsuga menziesii*).

The olive-sided flycatcher (*Contopus cooperi*), a California Species of Special Concern (Shuford and Gardali 2008) likely occurs on the project site during spring and summer (Bolander and Parmeter 2000) and is a potential nester in the tall coniferous trees on the site; however these birds nest in tall trees and would not likely be affected by trail construction and use.

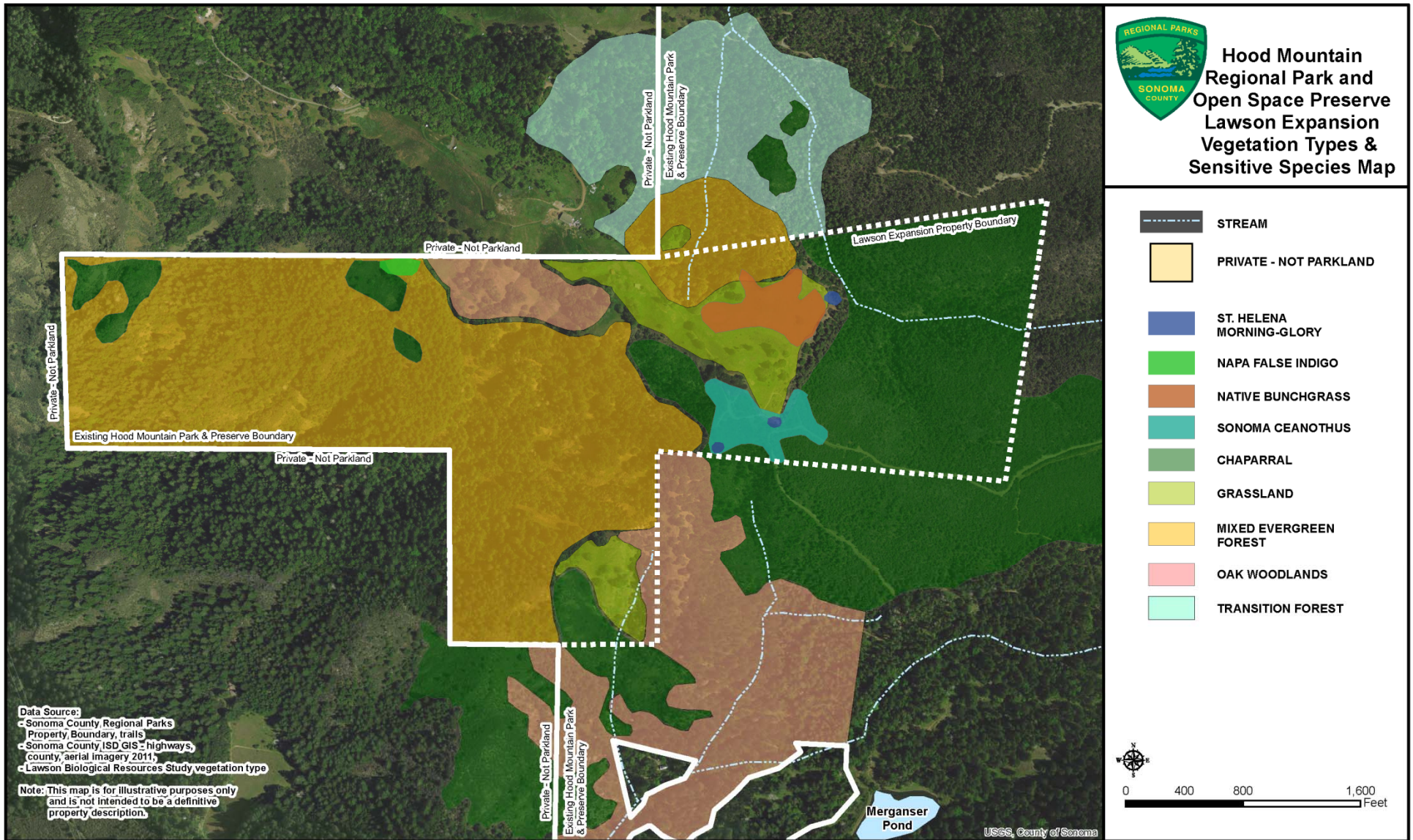


Figure 7: Vegetation Communities

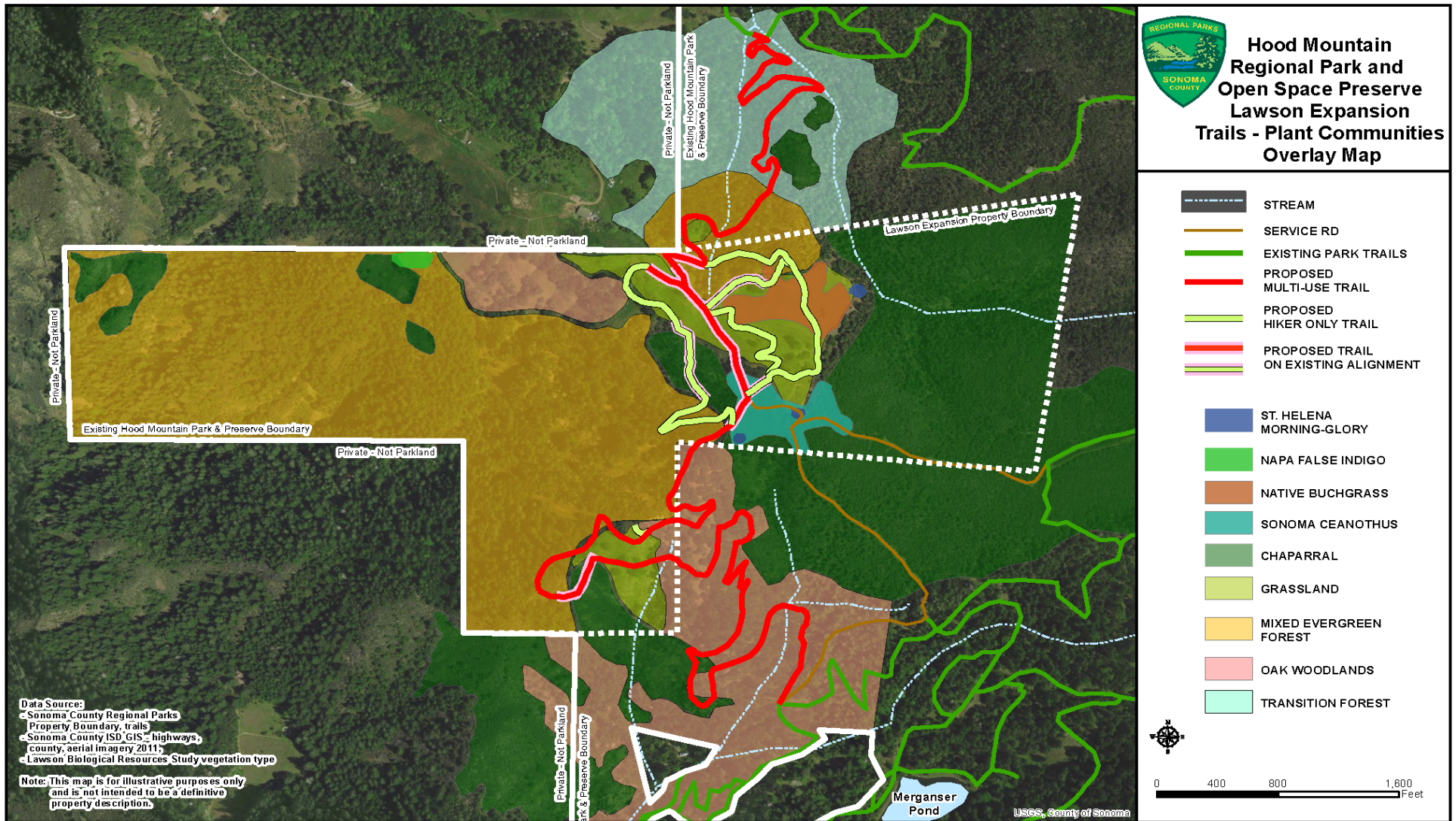


Figure 8: Proposed Trails – Plant Communities Overlay Map

Cultural Resources

Steen and Origer (2006) conducted a cultural resources study for the project site at the request of Regional Parks. The study included (1) a review of cultural resource studies and records on file at the Northwest Information Center (NWIC) at Sonoma State University;¹ (2) a review of ethnographic literature and historical maps relevant to the project site; (3) consultation with local Native American tribes identified by the Native American Heritage Commission; and (4) a mixed-strategy cultural resources field survey that examined areas of high potential for pre-contact and historic-period archaeological remains.

The 2006 study identified four pre-historic and/or historical cultural resource sites in the Lawson Expansion: the pre-historic cultural resources identified are confidential. Regional Parks is working collaboratively with the local Tribes that consider the land within their ancestral territory, to protect and interpret the site's pre-historic cultural resources.

CA-SON-67 (PRE-HISTORIC CONFIDENTIAL INFORMATION)

This site consists of a Native American resource. To protect this site from vandalism and unauthorized visitation, a description of the resource and its location are withheld in this document. The legal authority to restrict cultural resource information is in California Government code Section 6254.10 and 6254(r). This site is included in resource protections provided for in this MP/RMP.

HISTORIC MATERIAL SCATTER

This site consists of a scatter of domestic artifacts including solarized glass, brown and green glass, a medicine bottle base, and ceramic tableware fragments. The materials scatter occupies an area approximately 25 feet in diameter and is bisected by a dirt road. Historical maps do not indicate a building at this location, and this site may represent a discrete dumping episode.

HOLST HOMESTEAD SITE

This site consists of the remains of an early 20th-century homestead associated with John Holst. Holst was born in Minnesota in 1875 and moved with his family to California sometime between 1885 and 1888. In June of 1906, John Holst received a homestead certificate for 160 acres in the uplands east of Santa Rosa, and added 90 acres from the Streiff homestead (see discussion below) to his holding in 1917. The extent of Holst's homestead roughly corresponds to the project site boundary.

In the "proving up" documentation that Holst filed—a requirement of the 1862 Homestead Act to document occupation and improvement of the land prior to taking legal possession—Holst noted that he built a 16- by 37-foot four-room house on his land in 1899. In addition to the house, he had constructed a shake-roof barn, a 54-foot-deep well, and two miles of road, and installed a mile of barbwire fence. The original house and most other buildings have been demolished. A barn and a few fruit trees remain to mark the Holst homestead.

Little is known about John Holst's life. Census data show Marie Robinson lodging with Holst in 1920, and both Marie and her 35-year-old son, Henry, were lodgers in 1930. Former neighbor, Willard Johnson, recalls that Holst and Robinson had a subsistence garden and hired themselves out from time to time to earn money.

John Holst died in 1959 and left his property to Henry Robinson. Robinson kept the property for nine years before moving to Washington to live with his sister. He sold the property to Evelyn and Carl Lawson, and Fritz Brand. In 2005, the property was acquired by the District.

In 2009, the Holst Homestead Site was recorded in detail and evaluated for its eligibility for listing in the California Register of Historical Resources (CRHR) (Beard 2009a). The recording identified archaeological features at the site,

¹ The NWIC is the State's regional repository for cultural resource records and reports for Sonoma County.

including the former locations of the house, outbuildings, and a pigpen; a backfilled privy and well location; and concentrations of scattered structural debris and trash likely associated with Holst's occupation of the site. A house currently occupies the site, although this building is not associated with Holst and has no historic significance.

The evaluation of the Holst Homestead determined that the site is eligible for listing in the CRHR under Criterion 1 and 4 (CEQA Guidelines Section 15064.5(a)(3)). In order to be considered important under Criterion 1, a resource must be associated with events that were historically significant on a local, state, or national level. The Holst Homestead site is associated with the United States' homesteading program, which served as the impetus for settlement of the American west and resulted in over 6,700 homesteads patented in Sonoma County. This site meets Criterion 1 through its association with that theme, and the archaeological remains at this site could be studied to enhance our understanding of the homesteading experience.

Criterion 4 applies to archaeological deposits, or other resources that through study of construction details can provide information that cannot be obtained in other ways. Given John Holst's long tenure at this location, the archaeological deposits and/or features at this site could provide information about his homesteading experience and homesteading, in general.

STREIFF HOMESTEAD SITE

This site consists of the remains of a late 19th-century and early 20th-century homestead associated with John Streiff. Streiff was born in Switzerland and arrived in the United States in 1857. Streiff settled a 130-acre parcel in 1887 under the Homestead Act of 1862 in the uplands east of Santa Rosa. Ninety acres of Streiff's homestead are within the project site.

In his "proving up" documentation, Streiff indicated that he had built an 8 by 12 foot one-room house and cultivated vegetables, a garden, and orchard on his property. Streiff applied for the homestead in 1893 and received his patent to the land in 1899. In 1902, Streiff purchased 166 acres adjacent to his homestead. He sold all his property five years later, and by 1910 was living in Bodie, California. Streiff's house is no longer standing at this site, although evidence of his occupation remains.

In 2009, the Streiff Homestead Site was recorded in detail and evaluated for its eligibility for listing in the CRHR (Beard 2009b). The recording identified archaeological features at the site, including the possible former location of a house, a back-filled well, a stone retaining wall and stone fence, and structural debris and trash possibly associated with Streiff's occupation of the site.

The evaluation of the Streiff Homestead determined that the site is eligible for listing in the CRHR under Criterion 1 and 4 (CEQA Guidelines Section 15064.5(a)(3)).

Visual Resources

The project site is adjacent and to the east of the Sonoma Valley/Mayacamas Mountains Scenic Landscape Unit (Sonoma County Permit and Resource Management Department 2014). The project site consists of areas with steep and moderate slopes interspersed with areas that are relatively flat. The range in elevation enhances the aesthetic value of the project site as the prominent ridgeline provides sweeping views to San Francisco



View southwest toward Sonoma



The Spire

and San Pablo Bays and the surrounding mountain ranges. Several scenic vistas and resources are located on the project site and include Spire Point, Hood Canyon Creek, and Lawson's Peak (Figure 9). In addition, the project site consists of varied and unique plant communities, including oak woodland, grasslands, mixed evergreen forest, riparian, chaparral/Sargent cypress woodlands that create an aesthetically rich setting. Two existing buildings in poor condition, a residence and dilapidated barn, are located on the project site.

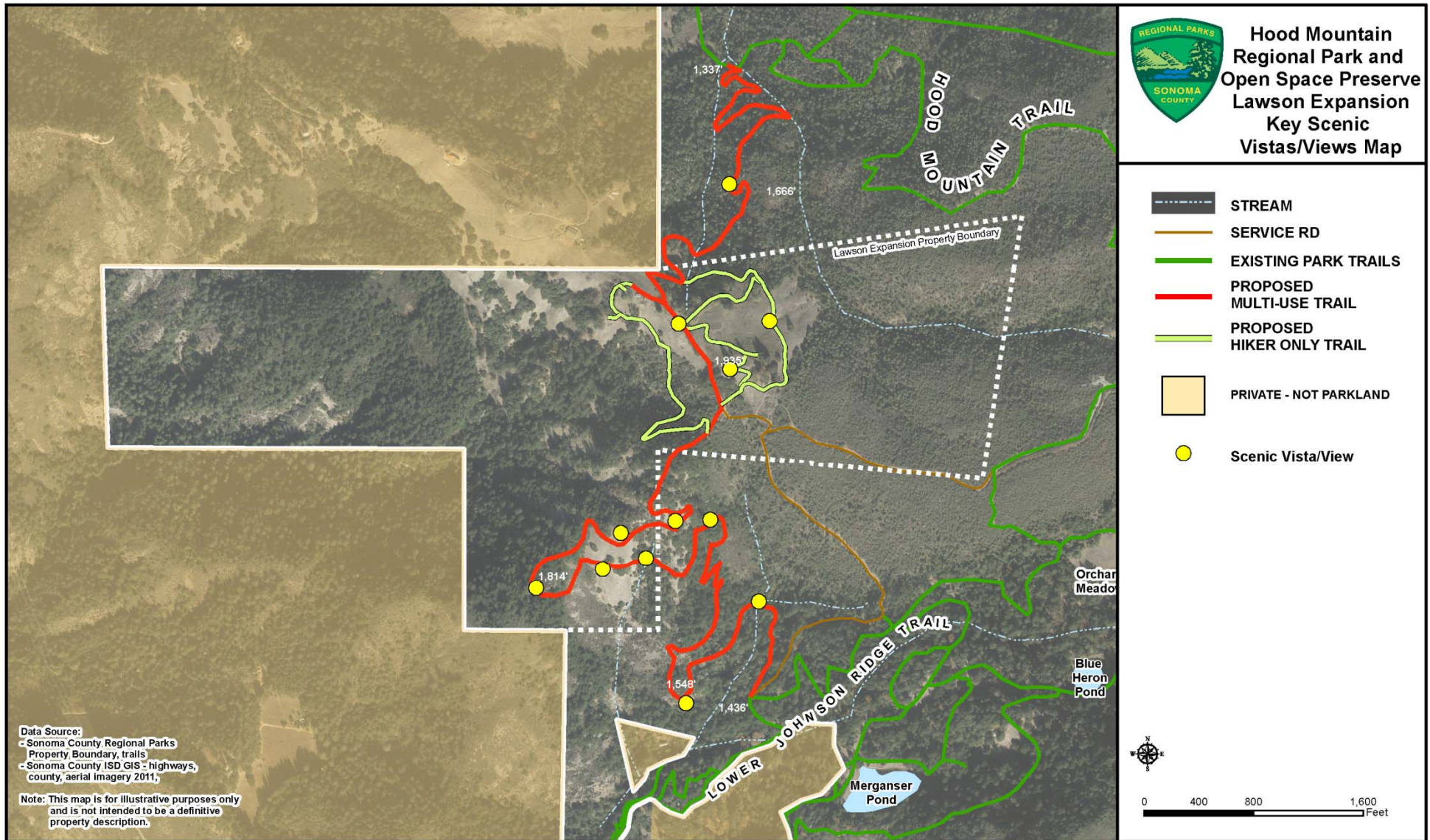


Figure 9: Key Scenic Vistas/Views

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Goals and Guidelines



Goals and Guidelines

Overall, Hood Mountain is part of a large area of open space land owned and operated by Regional Parks. In its role as land manager, Regional Parks desires to maintain and enhance the biodiversity of Hood Mountain, including the Lawson Expansion, while providing opportunities for passive recreational and educational uses.

This chapter provides goals and objectives related to resource management, public use, interpretation/education, and facility management. These goals and objectives are intended to implement the Mission and Vision of Regional Parks as time and resources such as funding and available personnel permit. Priority allocations of available resources will be in alignment with the Vision and Mission Statements of Regional Parks. Management of the Lawson Expansion will accommodate public use, insofar as the primary intent to preserve and protect the site's resources, is being achieved.

Mission and Vision

The Mission and Vision of Regional Parks guide this MP/RMP in defining the overall direction for property management.

MISSION

This MP/RMP is consistent with the overarching mission of Regional Parks which is to:

create healthy communities and contribute to the economic vitality of the County by acquiring, developing, managing, and maintaining parks and trails countywide. Regional Parks preserves irreplaceable natural and cultural resources, and offers opportunities for recreation and education to enhance the quality of life and wellbeing of residents and visitors to Sonoma County.

VISION

- Preserve and protect Sonoma County's most important natural resources and scenic beauty to enhance our quality of life and sustain our county's ecology and economy;
- Access for all people, across generations and cultures, to experience the wonder of nature through our parks and trails, to engage their hearts and minds and engender a lifelong love of parks for physical, psychological, ecological, and spiritual well-being;
- Recreation that inspires personal growth, healthy lifestyles, connection to nature, and sense of community;
- Knowledge through programs that connect our visitors and youth to nature through joyful, hands-on, place-based environmental education experiences.

Project Goals

In response to the Mission and Vision Statements, the goals and objectives in this Chapter outline a management framework designed to protect and restore the Property's resources. Goals and objectives are necessary to perpetuate the Property's important natural, cultural, scenic, and recreation values. As identified during the public outreach process, the goals of the project are to:

- Develop a Master Plan that provides a range of recreational opportunities, balances recreation with natural resource protection, protects unique natural and cultural resources; and encourages public education and interpretation.
- Provide accessible facilities and trails for a variety of users and user abilities.
- Develop facilities sensitive to the unique environment.
- Develop a Resource Management Plan.

This document aims to fulfill those four goals through the objectives and strategies identified below for resource management, public access and interpretation and the conceptual site plan provided in Chapter 4.0.

Resource Management Guidelines

The following sections outline more specific objectives that provide direction on how to meet these project goals based on specific topics – resource management, public access and recreation, interpretation and education. Objectives state the intended results for management actions that promote the resource, interpretation, and maintenance goals for the Lawson Expansion. While the achievement of goals and objectives will be based on the availability of agency resources such as personnel and funding, priority spending of available resources will be in alignment with the Vision and Mission Statements of Regional Parks.

NATURAL RESOURCES

The management guidelines for the natural resources in the Lawson Expansion are based on analysis of existing reports; soil, vegetation, and wildlife surveys; and information gathered from databases to assist in the discussion of invasive plant species, sensitive species, and habitats. The major intent of the following objectives and policies is to provide a strategy by which the natural resources of the Lawson Expansion can be managed, conserved, and enhanced, while at the same time providing educational and recreational opportunities for the public.

Unless marked with an asterisk (“*”), the following management objectives and strategies are not mandates and are intended to identify gaps in knowledge and suggest ways to eliminate them, establish sound data management and monitoring techniques, and provide the framework that will assist park managers in making informed management decisions. The provisions below marked with an asterisk are mandatory measures to mitigate potential environmental impacts.

BIO-1 Maintain populations of native plants and wildlife with special emphasis on management of locally uncommon, sensitive, federal and/or State threatened or endangered species and special-status vegetation alliances.

BIO-1.1 Protect and maintain special-status vegetation alliances, including madrone forest, California oat grass prairie, blue wild rye meadows, Idaho fescue grassland, purple needle grass grassland and Sargent cypress woodland.

*BIO-1.1a Provide a 25-foot vegetated buffer for proposed recreational improvements identified in this MP/RMP.

*BIO-1.1b The hiker-only section of Wild Lilac Trail is designed to protect the blue wild rye native grass in proximity to the trail alignment. This trail segment will be aligned to avoid the native grass, but may be within the 25-foot buffer on final alignment.

BIO-1.2 Protect and maintain populations of sensitive, threatened, or endangered plant species, notably Sonoma ceanothus and Napa false indigo.

*BIO-1.2a Provide a vegetated buffer of 100 feet or use existing road/trail alignment through these areas for proposed recreation improvements identified in this MP/RMP.

- BIO-1.3 Protect and maintain potential nesting and foraging habitat for sensitive, threatened, or endangered raptor species, notably northern spotted owl.
- BIO-1.4 Protect and maintain all native wildlife communities and movement.
- BIO-1.5 Protect and maintain all native vegetation communities paying special attention to mixed evergreen forest, oak woodland, chaparral, and native grasslands.
- *BIO-1.6 If vegetation clearing and/or trail maintenance is planned for the bird nesting season (February 15 through August 31), conduct a nesting bird survey prior to construction to determine if there are any active nests in or adjacent to the work area. If an active nest is found in or adjacent to the work area a suitable buffer, as determined by a qualified biologist, should be established around the nest until the young have fledged or the nest has otherwise become inactive.
- BIO-2 Avoid impacts to jurisdictional waters**
- BIO-2.1 Design trails and other improvements to avoid impacts to jurisdictional waters, to the greatest extent practicable. Prior to final design, conduct a jurisdictional delineation at all in-stream crossings, or clear span streams with trail bridges to avoid jurisdictional areas.
- BIO-3 Implement monitoring programs designed to identify ecosystem threats (e.g., invasive species, recreation use, and erosion) and use monitoring data to guide management of the area.**
- BIO-3.1 Manage and work to eliminate, as feasible, existing exotic invasive infestations, particularly french broom, yellow starthistle, and silverleaf cotoneaster identified in the Lawson Expansion. Control of French broom can be achieved by repeated mechanical (e.g., hand pulling seedlings and small plants, using a weed wrench or other woody weed extractor for larger shrubs) and chemical methods (e.g., application of herbicide as cut stump treatments or as foliage spot treatment). A combination of grazing, mowing, burning, and herbicide use is most effective for controlling yellow star thistle. Control of cotoneaster can be achieved by repeated mechanical (e.g., hand pulling seedlings and small plants) and chemical methods (e.g., application of herbicides), ideally a combination of both. See Appendix E for more detail.
- BIO-3.2 Monitor invasive non-native plant species on the Property and incorporate management strategies to minimize and/or eliminate. Particularly invasive species identified in the Lawson Expansion (French broom, yellow-star thistle, and silverleaf cotoneaster) should have a monitoring and treatment priority. Monitor the spread of known populations of non-native plant species, conduct routine surveys for early detection of new invasive plants on the Property, and develop appropriate adaptive management responses. Use volunteer work crews, as appropriate, to remove exotic species.
- BIO-3.3 Monitor native habitat types within the Lawson Expansion to assess their condition and document changes. Incorporate adaptive management strategies as necessary to maintain habitat quality. Trained trail-walk volunteers can be used to monitor site conditions, as a supplement to natural resource and operations maintenance crews as eyes and ears on the ground. Incorporate adaptive management strategies, as necessary, to maintain these populations/communities. Possible adaptive management strategies include removal of exotic species (BIO-3.1 and BIO-3.2), repair/maintenance of recreational facilities (REC-1.5, MAINT-1.3, MAINT-1.4 and MAINT-3.2), enforcement of park rules to ensure appropriate use (MAINT-3.1, MAINT-3.2, and MAINT-3.3), and installation of interpretive signage providing users information on best use practices (INTERP-1.2, INTERP-2.1 and INTERP-2.2).
- BIO-3.4 Document the location and extent of locally uncommon, sensitive, threatened or endangered species and other sensitive or special status resources within the project area. Monitor these resources annually in order to determine the effects of recreation use and other management activities. A comprehensive inventory of natural and cultural resources located within the Lawson Expansion will be updated and maintained by Parks' staff in order to effectively manage and protect these resources.

- BIO-3.5 Continue to implement adaptive management strategies to protect aquatic habitat and water quality by reducing nutrient loading and sedimentation potentially impacting beneficial uses in the watershed (see MAINT-1.4).
- BIO-3.6 Enforce park rules (i.e. dogs on leash no longer than 6 feet, stay on trails, hiker-only trails).

CULTURAL RESOURCES

The Property lies within the Federated Indians of Graton Rancheria (FIGR) ancestral territory. FIGR, a federally recognized tribe, is made up of families from both the Coast Miwok and Southern Pomo territories. Regional Parks is in active and ongoing consultation with FIGR in compliance and with AB52. Regional Parks is and will continue collaborating with FIGR to protect and preserve pre-historic resources. If another Tribe considers the Property to be part of their ancestral territory, Regional Parks will make all reasonable effort to consult with that self-identified² tribe.

The overall goal of the MP/RMP is to present a comprehensive, long-term management plan for the Lawson Expansion. In dealing with any potential cultural resources located within the project site, the principal fundamental objective is the identification of the best way to manage, protect, and enhance cultural resources while still providing educational opportunities to the public as well as a safe recreational environment. Recommended objectives and strategies for cultural resources within the Lawson Expansion are described below.

CULT-1 Protect and preserve cultural resources in the project site.

- *CULT-1.1 Establish a protective barrier at CA-SON-67 to prevent unauthorized public access and vandalism. Consultation between Regional Parks, and the Tribes that consider the Lawson Expansion within their tribal territory, will reach agreement on the need for the type of permanent barrier at CA-SON-67 to prevent unauthorized access. This barrier will be erected in consultation with an engineer or geologist, and an archaeologist to prevent inadvertent damage to the site during installation.
- *CULT-1.2 Any trail(s) established in the vicinity of CA-SON-67 will have a minimum setback of at least 200 feet from the resource. To reduce the potential for volunteer trail spurs to CA-SON-67, this cultural resource will not be visible from any proposed trail(s).
- *CULT-1.3 Comply with the management recommendations for the Holst and Streiff homestead site developed by Tom Origer & Associates in the "Response to Sonoma County Regional Park Follow-up Questions", dated March 16, 2009.
- *CULT-1.4 Consult with a qualified archaeologist to oversee implementation for siting proposed improvements and site-specific measures to avoid possible archaeologically significant deposits.
- *CULT-1.5 Avoid the historic trash scatter. No new facilities or improvements are currently planned at the historic trash scatter.
- *CULT-1.6 Conduct cultural sensitivity training with tribal cultural monitor and/or tribal representative for construction personnel working on the Property. Prior to construction of improvements identified in this MP/RMP, construction personnel will be required to complete a sensitivity training program so that they are cognizant of what constitutes a potentially important archaeological deposit. Work should cease in the event that a potentially important archaeological deposit is identified, and a qualified archaeologist should be contacted to evaluate the deposit and make recommendations for the deposit's treatment. A qualified archaeologist will provide this training.
- *CULT-1.7 Stop work if archaeological deposits are identified. Work will cease in the event that a potentially important archaeological deposit is identified, and a qualified archaeologist will be contacted to evaluate the deposit and make recommendations for the deposit's treatment.

² Self-identified tribes are those tribes in addition to FIGR that recognize the Lawson Expansion as part of their ancestral lands.

CULT-1.8 Remove all volunteer trails leading to, or across, archaeological sites. Park staff will regularly monitor for the presence of “volunteer trails” (i.e., unauthorized trails created from bike, horse, or pedestrian travel outside of designated trails). Volunteer trails will be closed and their use discouraged through a variety of methods, including signage, obstructive barriers, public education, volunteer patrols, and/or citations.

CULT-2 Educate park users as to the significance of resources in the project site.

CULT-2.1 Establish interpretive panels at appropriate locations. Interpretive panels will be installed that describe the cultural and historical significance of resources. Panels will be strategically placed to best protect these sites from vandalism and the unauthorized collection of artifacts. Preparation of any interpretive materials for CA-SON-67 will be done in consultation with FIGR or other self-identified Tribe/s.

CULT-3 Work cooperatively and collaboratively with Native American Tribes that consider the Lawson Expansion part of their tribal territory.

CULT-3.1 In compliance with AB52, Regional Parks will consult with Native American tribes that are traditionally or culturally affiliated with the Lawson Expansion geographic area as part of the environmental review process.

CULT-3.2: Continue to work with the Federated Indians of Graton Rancheria (FIGR) and other self-identified tribal groups as improvements are designed and constructed to ensure tribal cultural resource are protected and preserved.

CULT-3.3: Enter into agreements with FIGR or other Tribe/s for cultural preservation and protection activities.

VISUAL RESOURCES

The Lawson Expansion represents a significant visual and scenic resource within the region, offering panoramic views of the surrounding mountains, the Bay and the Sonoma Valley in the distance. From an aesthetic standpoint, the Lawson Expansion benefits the surrounding urban environment by providing outdoor recreation, enhancing property values, improving the quality of life, stimulating the senses, offering a wealth of outdoor experiences, and giving unique perspectives to view the surrounding region. The viewshed from within the project site contributes to the overall quality of visitors’ experience and enjoyment. Together with the larger Hood Mountain, the Lawson Expansion provides a wealth of viewing conditions and opportunities, offers visitors the experience of escaping the stresses of urban living and provides a respite for them to rejuvenate their minds and bodies. The visual landscape contributes to this process.

VISUAL-1 Protect and enhance views and distinctive landscape features that contribute to the setting, character and visitor experience of the area, including the Highway 12 scenic corridor.

VISUAL-1.1 Give high priority to maintaining the visual quality of the undeveloped landscapes surrounding the area of proposed projects. Design proposed improvements to blend into the surroundings and complement the existing visual setting of the project site. Facilities should be generally low-profile to protect scenic views and constructed of natural materials.

VISUAL-1.2 Expand interpretive opportunities associated with the visual and scenic resources of the area. Provide visitor access to key scenic viewpoints. Install interpretive signage and/or facilities (e.g., benches, picnic facilities) at these key vistas.

VISUAL-1.3 Use native plantings to visually buffer developed areas, enhance visual quality and integrate with the surrounding native landscape. Vegetation removal to accommodate proposed improvements should be minimized and replacement landscaping installed, as needed, to screen improvements.

VISUAL-1.4 Locate site structures to be sensitive to scenic views from and into the project area.

- VISUAL-1.5 Develop site facilities with the goal of protecting the project area from ambient light sources and preserving existing night sky views.
- *VISUAL-1.5a If lighting is determined to be necessary it will conform to the international dark-sky association standards.

Public Access and Recreation

Since the primary goal is to preserve and protect resources, Regional Parks will provide public access to the project area while looking for opportunities to minimize impacts on the site's natural and cultural resources. Consistent with its purpose, Regional Parks will focus on improving the current network of roads and trails and will identify new trail routes that provide key connections to adjacent open space areas and existing facilities, access to key scenic vistas, and a variety of experiences for visitors.

- REC-1 Provide a trail system that balances resource protection with high quality public access, maximizing, to the extent feasible, sensitive resource protection. Design trails in accordance with appropriate trail standards, including the California Department of Parks and Recreation's Trails Handbook (1991) and Accessibility Guidelines (2015) and the California Department of Conservation and Recreation's Trail Guidelines and Best Practices Manual (2010). See below for Trail Standards REC-1.1 through REC-4.3.**
- *REC-1.1 Utilize existing roads/trails, as feasible, to minimize ground disturbance.
- *REC-1.2 Locate new trails away from sensitive habitat areas, as possible. In sensitive habitat areas, trail use level should be limited to ensure protection of resources. Techniques for limiting use may include, but are not limited to physical access controls, seasonal or intermittent closures, and restricted use permits.
- REC-1.3 Minimize riparian crossings to decrease disturbance of sensitive natural areas.
- REC-1.4 Provide diverse and interesting trail experiences that accommodate a variety of users and user abilities through interesting terrain and various habitats.
- *REC-1.5 Use best management practices (BMPs) in the design, construction, and maintenance of trails, including temporarily closing trails when needed. Minimize heavy traffic loads during the rainy season. Equestrians and mountain bikers can have a greater impact on the trail tread and may cause accelerated damage or erosion. Use of certain trails may be restricted in order to prevent manure from collecting above water features, picnic areas and campsites or to prevent erosion during wet weather conditions.
- REC-1.6 Implement trails in partnership with other public agencies, non-governmental organizations and private landowners, when this coordination makes sense.
- REC-1.7 Implement a trail system that is considerate of adjacent landowner interests, and is consistent with protecting natural, visual, and cultural resources.
- REC-1.8 Close key gaps in the trail system and create an interconnected system of public open spaces (e.g., Hood Mountain, Sugarloaf Ridge State Park) and from nearby communities.
- REC-1.9 Seek methods to establish partnerships among trail interest groups to improve cooperation for trail use, volunteer maintenance opportunities, and preservation of habitat.
- REC-1.10 Maintain trails in an environmentally sustainable manner by using natural materials when possible, restoring damaged areas, reducing or avoiding the use of chemicals, minimizing disturbance of habitat, and limiting runoff and needed maintenance grading.
- REC-2 Create a trail system that provides a broad public benefit by accommodating diverse uses and user abilities.**

- REC-2.1 Where reasonably feasible and to the greatest extent possible, provide access for people with disabilities within the context of Regional Parks' purpose, policies, and legal requirements. Develop trails in varying lengths and levels of physical exertion to accommodate a variety of different users' interest.
- REC-2.2 Connect Lawson Expansion trails to regional trails where appropriate.
- REC-2.3 Allow trail use on the property by hikers, mountain cyclists, equestrians, back-packers, dog-walkers (dogs on maximum 6-foot lead), birdwatchers, picnickers, and other similar recreational uses.
- REC-3 Enforce protection of the varied resources and promote an enjoyable and safe environment for visitors.**
- REC-3.1 Acknowledging the natural and scenic beauty of the project area will be accomplished with interpretive panels, ranger led-hikes and events, and/or subject expert volunteers. Facilitating the enjoyment of the outdoors and promoting the safety of visitors will include ranger patrols, clear park regulatory signage at trailheads, and with volunteer trail patrols.
- REC-3.2 Allow trail use on the property, consistent with the goal of preserving and protecting site resources. Prior to implementation of specific trail routes or development of proposed facilities, surveys for sensitive and special-status plant species should be conducted in the appropriate seasons. These assessments should include recommendations to align the trail to avoid impacts to sensitive habitats, special-status species, and significant trees.
- REC-3.3 Discourage the use of trails that are not part of the system of maintained trails. Shortcuts and unauthorized trails should be eliminated as soon as they are discovered. Closure may be accomplished by covering the trails with leaf litter and blocking them with physical barriers, or by posting signage and delivering citations as necessary to discontinue any additional human disturbance.
- REC-3.4 Prohibit the use of motorized vehicles, with the exception of authorized staff vehicles.
- REC-4: Accommodate parking, access points, trail amenities, and other recreational facilities that maintain the natural character of the land, enhance resource protection and contribute to the enjoyment of open space.**
- REC-4.1 Provide access points from existing park infrastructure. Collaborate with Team Sugarloaf (a partnership of five non-profit organizations dedicated to the natural resources of Sonoma Valley and in particular Sugarloaf Ridge State Park) and others to provide transportation from linked trail, trailheads.
- REC-4.2 Provide trail amenities such as, but not limited to: information displays, restroom facilities, facilities to provide water and tie horses, trash cans, and potable water. Signs will inform visitors which uses are appropriate, permitted, or prohibited on the trail; identify accessibility conditions and other ADA-related information; educate trail users about natural resources and respecting private property along the trail route, and any special land use considerations.

Interpretation/Education

Through a variety of interpretive tools such as signs, display cases, printed material, and public programs, Regional Parks will strive to educate the public on the importance of preserving the surrounding habitat not only for the wildlife, but for future generations to explore and enjoy. Regional Parks will focus on creating interpretive programs that educate both individuals and communities on the importance of preserving, understanding, and coexisting with the area's natural resources and understanding the history of the site. A wide variety of educational/interpretive programs for a broad audience will include: programs in English and Spanish, for a diversity of ages and family status such as children, families, and seniors. Programs will focus on the natural environment like birdwatching, wildflower walks or beginner back pack experience.

- INTERP-1 Provide relevant interpretive and education programs that increase the public’s understanding and appreciation of the significant natural and cultural resources of the project area.**
- INTERP-1.1 Develop a comprehensive interpretive plan for the site integrated with the broader Regional Park interpretive plan. The interpretive plan should articulate strategies to implement the goals and objectives for interpretation including new facilities, interpretive trails, interpretive displays and engaging public programming (self-guided tours, brochures, maps, and school programs).
- INTERP-1.2 Establish facilities to enhance the public’s understanding of the site’s resources.
- INTERP-1.3 Provide opportunities for community involvement and education. Bid and maintain partnerships with environmental and educational organizations for public outreach and education.
- INTERP-1.4 Ensure program participation is accessible for diverse user groups, including under-served audiences.
- INTERP-2 Provide a trail system that promotes and enhances public enjoyment and appreciation of the natural, cultural and scenic resources.**
- INTERP-2.1 Utilize interpretive signs on barriers educating users on why public access is prohibited.
- INTERP-2.2 Incorporate the Property improvements into the existing Hood Mountain trail map that is accessible from the Regional Parks’ website.
- INTERP-2.3 Provide trail display cases that include a summary of the rules within the Hood Mountain Park and Preserve.
- INTERP-2.4 Provide information to trail users to facilitate orientation, natural and cultural resource interpretation, compliance with park rules, and appropriate trail etiquette. Interpretive and protective signs should be located where appropriate. Interpretive and protective signs should indicate natural resource or historical points of interest or sensitive areas. Signs should be designed to identify specimen habitat types and to educate the visitor by describing resource characteristics and values.
- INTERP-2.5 Educate trail users on the potential impacts that trail uses have on wildlife, cultural resources, and the environment.
- INTERP-2.6 Promote volunteer participation in leading interpretive hikes, trail stewardship, and monitoring.
- INTERP-3 Maintain strong community relations to ensure a positive visitor experience with minimal adverse impacts on neighbors.**
- INTERP-3.1 Maintain ongoing communication between Regional Parks, community organizations, and neighbors to maximize potential benefits and opportunities. Provide relevant information for local residents through the Regional Parks’ website.
- INTERP-3.2 Survey visitors periodically to identify trends in educational and recreational uses and attitudes. Adjust services, as feasible for education outreach, and/or operations to accommodate trends.
- INTERP-3.3 Work with local environmental education, social services, recreation groups and the public to establish programs and events that promote stewardship and increase awareness of the project site’s natural and cultural resources.

Facility Maintenance

The main priority for Regional Parks is the stewardship of site resources for both present and future generations. Ongoing maintenance promotes successful implementation of resource management activities. Routine operations and maintenance efforts on the project site also keeps the site safe, functional, and attractive for residents and visitors. Regional Parks will maintain facilities in the Lawson Expansion to ensure that resource values are preserved

and that management activities are supported. Regional Parks will maintain trails and roads to prevent erosion and provide a safe and high-quality visitor experience.

MAINT-1 Maintain facilities to ensure that resource values are maintained and that management activities are supported.

MAINT-1.1 Maintain facilities and infrastructure, such as gates, fences, and roads. Identify areas where fencing is needed or should be removed. Establish property signs along the site boundary identifying the area as a regional park and providing directions for access and contact information.

MAINT-1.2 Maintain trailhead facilities and other structures that contribute to the integrity and value of the project area.

MAINT-1.3 Maintain trails by clearing brush, maintaining cross slope and unobstructed drainage features, performing other maintenance and implementing BMPs to promote an environmentally sound and user-safe trail system.

MAINT-1.4 Identify and evaluate areas that are subject to erosion. A qualified professional should determine the specific practices needed and direct installation as appropriate. All BMPs must be chosen carefully, located and installed correctly, and maintained well to be effective in controlling erosion and sediment. Ensure that sediment-trapping devices and erosion control measures are accessible for maintenance and removal.

MAINT-1.5 Establish and maintain shaded fuel breaks and implement and maintain fuel load reduction plan.

MAINT-1.6 Utilize low-impact seasonal grazing to reduce fuels and promote biodiversity.

MAINT-2 Remove litter, trash and debris that may attract or injure wildlife and reduce the aesthetic values of the project area.

MAINT-2.1 Remove the existing debris piles located at the northern boundary to preserve and improve nearby drainage channels and other natural resources on the site.

MAINT-2.2 Install bear resistant trash containers and bear boxes at campsites.

MAINT-2.3 Establish responsibilities for removing trash and for regular collection at specific locations.

MAINT-2.4 Enlist the help of volunteers for clean-up events at the site.

MAINT-3 Patrol public use of the Lawson Expansion to ensure compliance with rules and regulations and to assess level of use.

MAINT-3.1 As budget allows, provide sufficient ranger staff to adequately address misuse of trails or other facilities.

MAINT-3.2 Inspect the trails to monitor and mitigate for impacts. Mitigation may include restoring trail outslope, installing rolling dips, and pruning along the edge of the trail.

MAINT-3.3 Issue citations, as needed, to persons that violate park regulations.

The following table provides recommended timing for implementing the management and monitoring activities described above. See text for detail on the tasks themselves.

Calendar of Ongoing Management Activities														
Issue	Task	Frequency/Season	Timing for Work											
			J	F	M	A	M	J	J	A	S	O	N	D
Special-status Species	Monitor native habitat types and incorporate adaptive management strategies to maintain habitat quality.	Annually, in spring.												
	Maintain documentation of locally uncommon, sensitive, threatened and endangered species and other sensitive resources to prioritize and assess effectiveness of management actions.	Annually, as feasible.												
Wetland	Conduct a jurisdictional delineation at all in-stream crossings.	As needed, prior to construction activities.												
Wildlife Protection	Survey for nesting birds prior to construction and establish a buffer around active nests.	February through August												
Invasive Species Management	Remove invasive plant species; see Appendix E.	Annually/ongoing. See Appendix E for specific timing requirements.												
	Conduct routine surveys for early detection of new invasive plants.	Annually, in spring.												
	Monitor invasive non-native plant species and develop appropriate adaptive management responses.	Annually, in spring.												
Public Uses	Monitor for the presence of “volunteer” trails and eliminate such trails when they are discovered.	Twice monthly, as feasible.												
	Patrol park facilities and issue citations, as needed.	Twice monthly, as feasible.												
	Remove and collect trash/litter.	Weekly, as needed.												
	Survey visitors to identify trends and adjust services, as needed.	Annually, as feasible.												
Staff Training	Conduct cultural sensitivity training with tribal cultural monitor and/or tribal representative.	As needed, prior to construction activities.												
	Train staff in in park management activities and protocols.	Annually in spring.												
	Train new staff.	As needed.												
Erosion Control, Trail and Facility Maintenance	Monitor condition of trails, facilities and infrastructure, such as gates, fences and roads. Repair/maintain facilities, as needed.	Twice annually, spring and winter and following significant storm events.												
Wildland Fire Prevention	Maintain shaded fuel breaks.	Spring through summer												

Conceptual Development Plan



Conceptual Development Plan

This chapter describes and illustrates the overall design of trails and facilities to accommodate a variety of recreational users visiting the Lawson property, while preserving and protecting the natural environment.

Access

The Lawson Expansion can be accessed from the south via Pythian Road, north of State Highway 12. Two parking lots for the trailhead are provided on Pythian Road connecting to existing Hood Mountain trails. The project site can also be accessed from the north via Los Alamos Road parking lot and trailhead. The existing Lawson Expansion service road will continue to be maintained as a service road for Park Staff vehicles only. No public vehicle access or recreational motorized vehicles are allowed within Hood Mountain including the Lawson Expansion.

Trails

Trails are designed to accommodate a variety of users with varying interests and abilities. A multi-use trail may be used by all park user types including: hikers, mountain cyclists, and equestrians. Hiker-only trails may not be used by mountain cyclists and equestrians providing hikers more solitude and separation from higher traffic trails.

A total of 4.2 miles of unpaved multi-use and hiker-only trails are proposed on the Lawson property (Figure 10). The trails would be designed to follow the contours of the topography and connect to existing trails in the Hood Mountain Regional Park and Open Space Preserve. In addition, the trails would occur on existing road/trail alignments, where feasible. The trails would be designed to comply with the Americans with Disabilities Act (ADA)³ to the greatest extent feasible. The ADA Guidelines establish accessibility standards for developed areas, and include trail standards to provide the highest level of access to the natural environment for persons with disabilities, without causing damage to the natural and cultural resources of a site. Refer to Table 1 for the trail name, trail length, and trail type for trails proposed on the Lawson property.

Table 1: Proposed Multi-Use and Hiker-Only Trails on the Lawson Property

Trail Name	Trail Length (miles [mi])	Trail Type
Wild Lilac Trail	2.5	Multi-use
Lawson Camp Trail	0.2	Multi-use
Lawson Peak Trail	0.2	Hiker only
Lawson Springs Trail	0.1	Multi-use
Lawson Camp Loop Trail	0.5	Hiker only
Wild Lilac Trail	0.55	Hiker only
Spire Point Trail	0.06 (300 feet)	Hiker Only
TOTAL	4.2	

Source: Sonoma County Regional Parks. 2016. Community Workshop #2.

³ The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation.

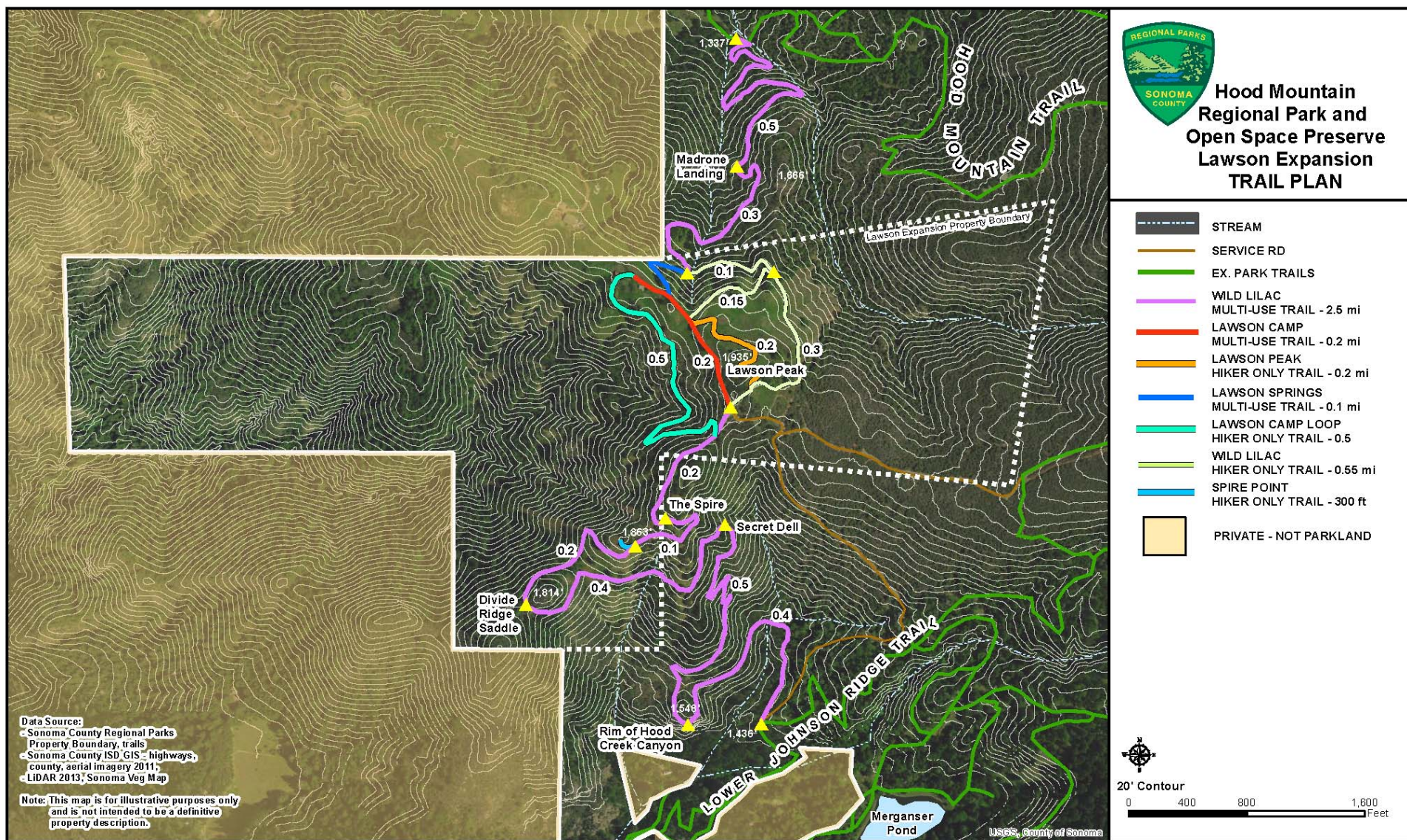


Figure 10: Proposed Trails

A majority of the trails would be multi-use trails designed for concurrent use by hikers, bikers, and equestrians. However, situations exist for which multi-use trails are not desirable or practical. Hiker only trails separate users from gathering areas (i.e. Lawson Camp), providing an opportunity for peaceful interaction with the land. Vistas and camps with limited space, and hiker-only access is a more appropriate use for minimizing user conflict. In these cases, a hitching post is provided to secure horses away from these areas. Approximately one-fifth of the trails would be hiker-only trails.

The trails are split into three segments from north to south: Azalea Creek, Center, and Lower Johnson Ridge. The Azalea Creek trail segment would connect the Lawson property to the Azalea Creek Campground to the north (Figure 11). This trail segment would be adjacent to and east of Azalea Creek, avoid chaparral, and include the Madrone Landing. The Center trail segment would include the center facilities (i.e., campsites, restroom, and horse hitch) and preserve a historical site. Lawson Peak is located within this trail segment (Figure 12). The Lower Johnson trail segment would connect the Lawson property to existing park trails in the south. Trails in this segment would allow access to several scenic resources and vistas, including the Spire, Spire Point, and the rim of Hood Creek Canyon (Figure 13).

As shown in Figures 11-13, approximately 2 miles of the existing Lawson road/trail will not be utilized. Additionally further support of decommissioning trails will be accomplished by covering the trails with leaf litter and blocking them with physical barriers, and/or by posting signage and delivering citations, as necessary, to discontinue public access.



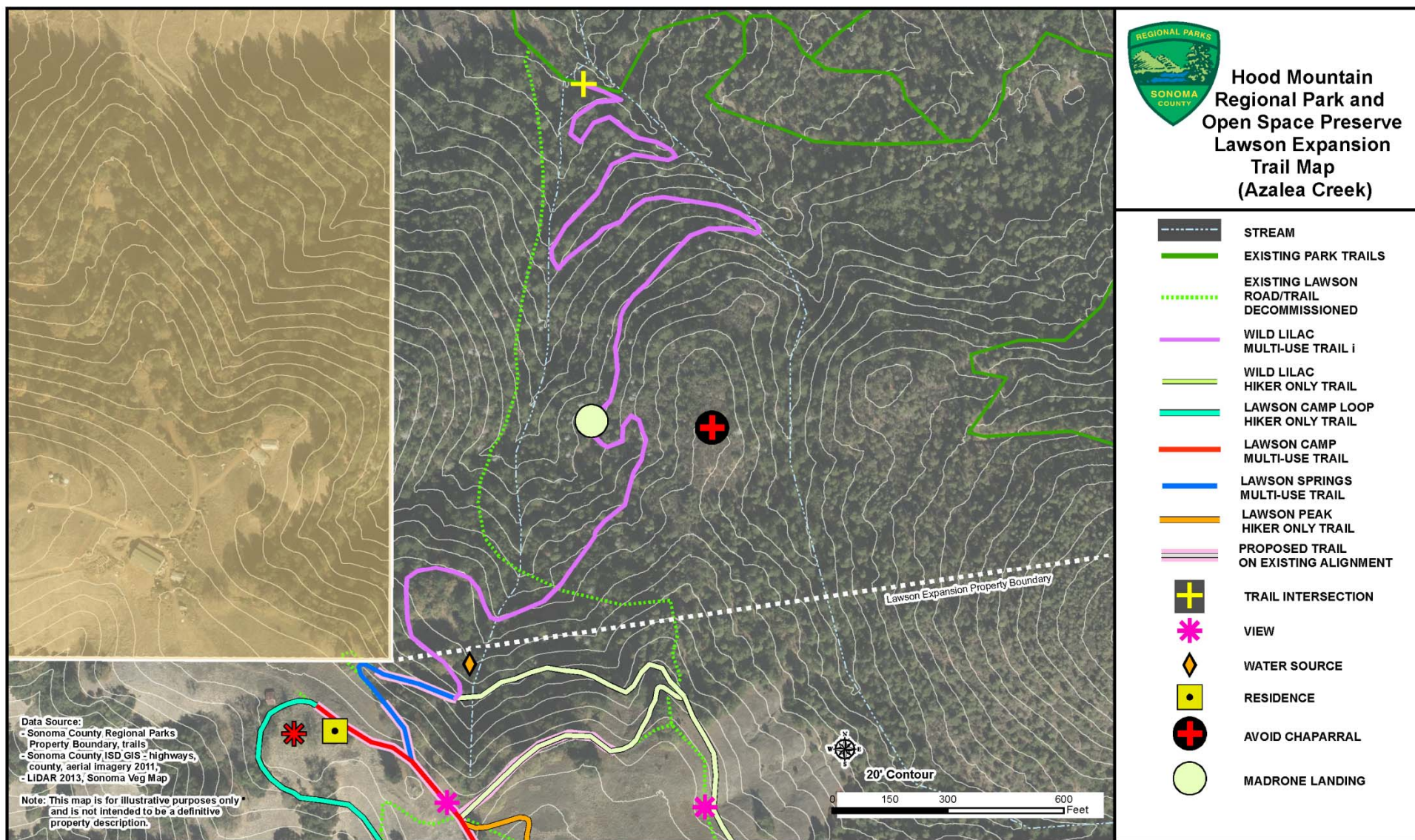


Figure 11: Proposed Trails Map (Azalea Creek)

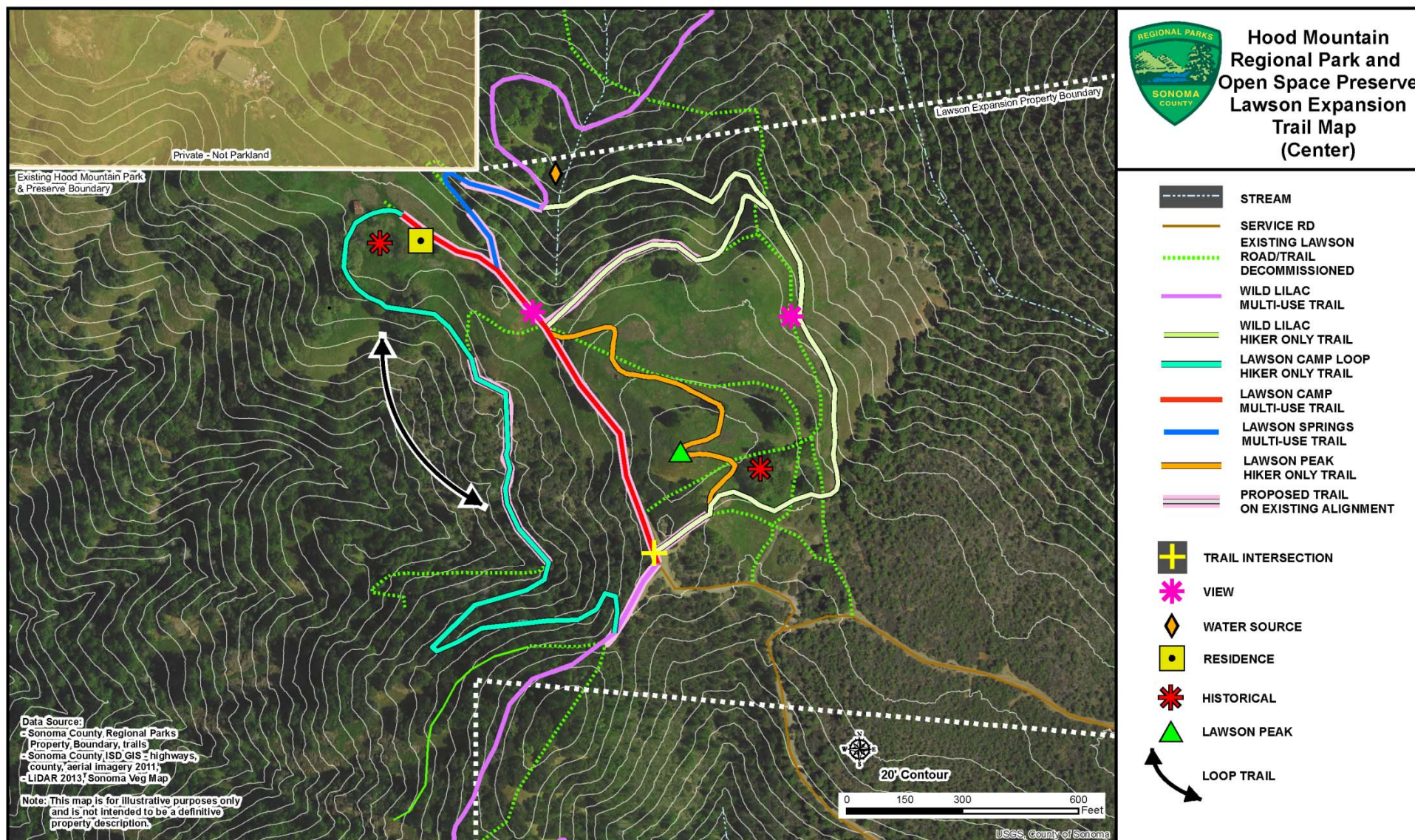


Figure 12: Proposed Trails (Center)

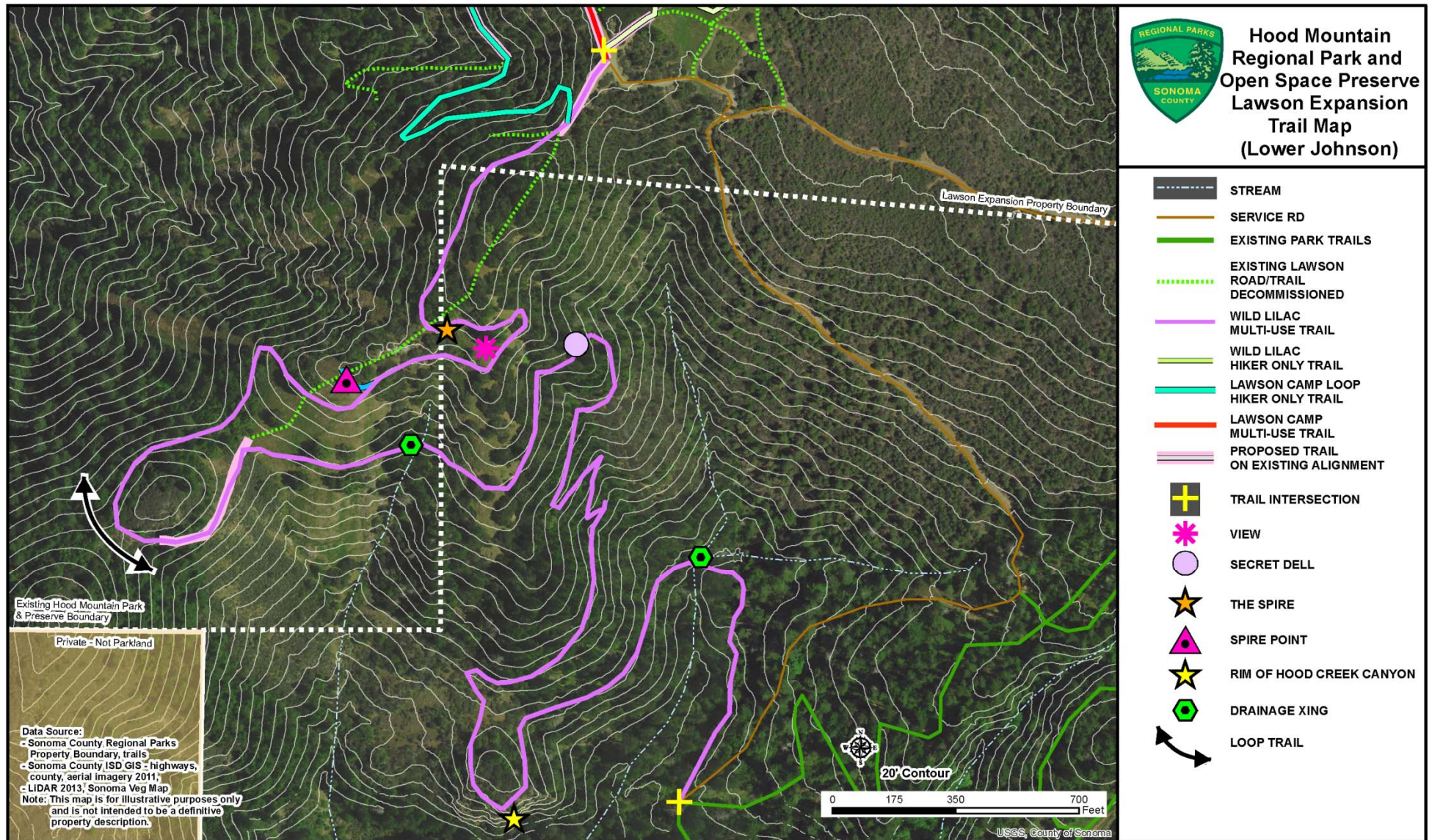


Figure 13: Proposed Trails (Lower Johnson)

Camping

A total of four “environmental” campsites would be provided on the Lawson property (Figure 14). Three environmental campsites would be located off of the Lawson Camp Loop trail, in close proximity to the proposed two-room bunkhouse and associated facilities, including a pump-out restroom, and backcountry horse hitching post. The fourth environmental campsite would be located near Lawson’s Peak, off of the Lawson Peak Trail. Campsites would be primitive, hike-in sites with a picnic table, bear-resistant food locker and space for tent placement. Campfires would be prohibited. Dogs would be allowed at campsites provided they are accompanied by a human at all times and on a lead no longer than 6 feet. All pet waste must be picked up by owner and disposed of in a waste receptacle or packed out. The sites near each other could be rented for small group use and would include facilities for equestrian camping (e.g., trough, highline [a line stretched between two trees to which you tie your horse], hitching post). Prior to construction, District approvals may be required for certain structures and improvements associated with camping improvements.



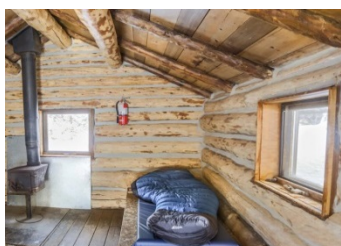
Existing Hood Mountain Campsite

The campsites would be primarily screened with existing vegetation. A native vegetation screen would be planted to the north of the campsites to block views of the campsites from the trail and provide screening for the adjacent private landowner.

The proposed bunkhouse and associated facilities would be located in the same location as the existing barn and residence. The existing barn would be removed and provide space for the backcountry horse trough, highline, and hitching post. The existing residence may be modified or demolished and rebuilt within the same footprint into a two-room bunkhouse with bunk beds and primitive, communal kitchen facilities. The bunkhouse would not have electricity, gas or running potable water, but motion sensor, dark-sky association compliant lighting at the porch and/or restroom may be installed for safety and security.



Conceptual Overnight Camping



Picnic Areas

Informal picnic areas consist of a level area with one or several picnic tables. Picnic sites would be provided for eating, resting, and enjoying views. Picnickers would be required to pack out what they pack in. Because of the long distance from the park entrance to areas suitable for picnicking, no group picnic areas are proposed. The informal picnic sites are located in areas with scenic views and where use is expected to be concentrated, including near Lawson's Peak off of Wild Lilac trail and the Wild Lilac Spur trail (Figure 14).

Fencing and Park Boundary Markers

Over one-mile of sheep fencing has been removed by park staff and volunteers since acquisition. The remaining remnant fencing will be removed along the interior of the project site (Figure 15). Much of the western boundary of the project site is not fenced and is characterized by steep terrain and dense vegetation. Park property boundary markers would be installed where feasible along the western property line to delineate the park property to minimize trespass issues. Public access is not proposed in the westernmost portion of the Lawson Expansion where the terrain is most rugged. Any additional boundary fencing deemed necessary in the future must be constructed to allow visibility and to not impede wildlife movement, per current standards for wildlife-friendly fencing.

Operational and Interpretive Signage

Operational signs provide information regarding park rules and regulations, including park hours, prohibited activities (e.g., fires, motorized vehicles), and other regulatory and public safety information. Regional Parks has a sign program for the operational signs for all of its facilities. The signs are installed on 4-inch by 4-inch square wood posts and are located at the access points to the park or, where needed, to regulate public use of the site. The Lawson Expansion would be accessed via existing trailheads/parking areas on Pythian Road and Los Alamos Road. Operational signs are already provided at these locations. If needed, an operational sign, trail map and/or display case may be posted at Lawson's Camp in the vicinity of the proposed bunkhouse.



Interpretive displays provide more specific information on biotic, cultural, geologic, or other resources and features found within the park. Interpretive displays shall be consistent with the terms of the Conservation Easement, namely, no greater than two (2) square feet in size and mounted either on a steel frame or wood posts. The footings for these displays are concrete or direct burial depending upon site-specific site soil conditions. An interpretive sign may be installed at Lawson's Peak. Additional interpretive displays may be installed at other points of interest, as determined by Regional Parks.

In addition, directional and/or distance signs would be provided at trailheads and key trail intersections to provide information on trail distances, appropriate trail use and restrictions.

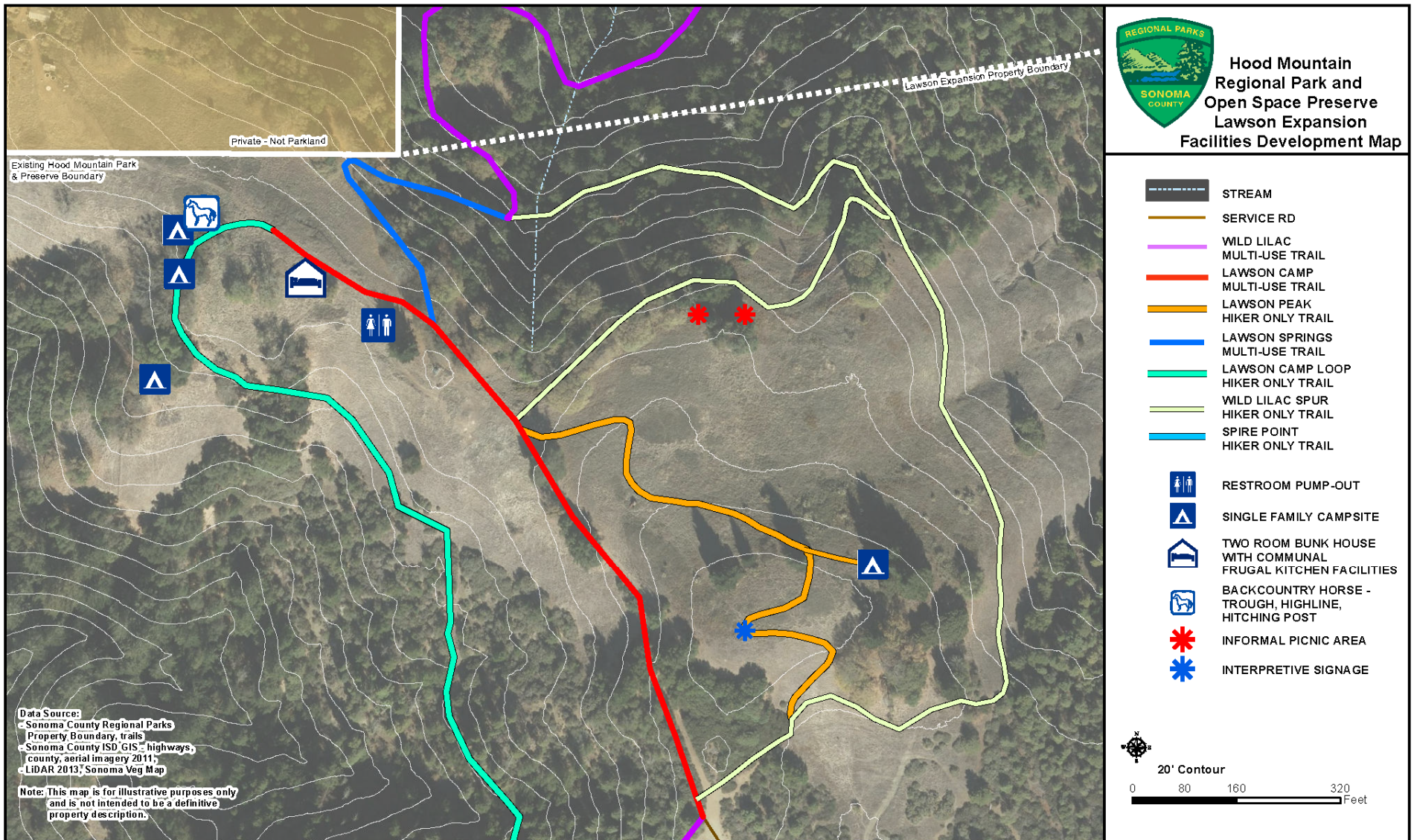


Figure 14: Facilities Development Plan

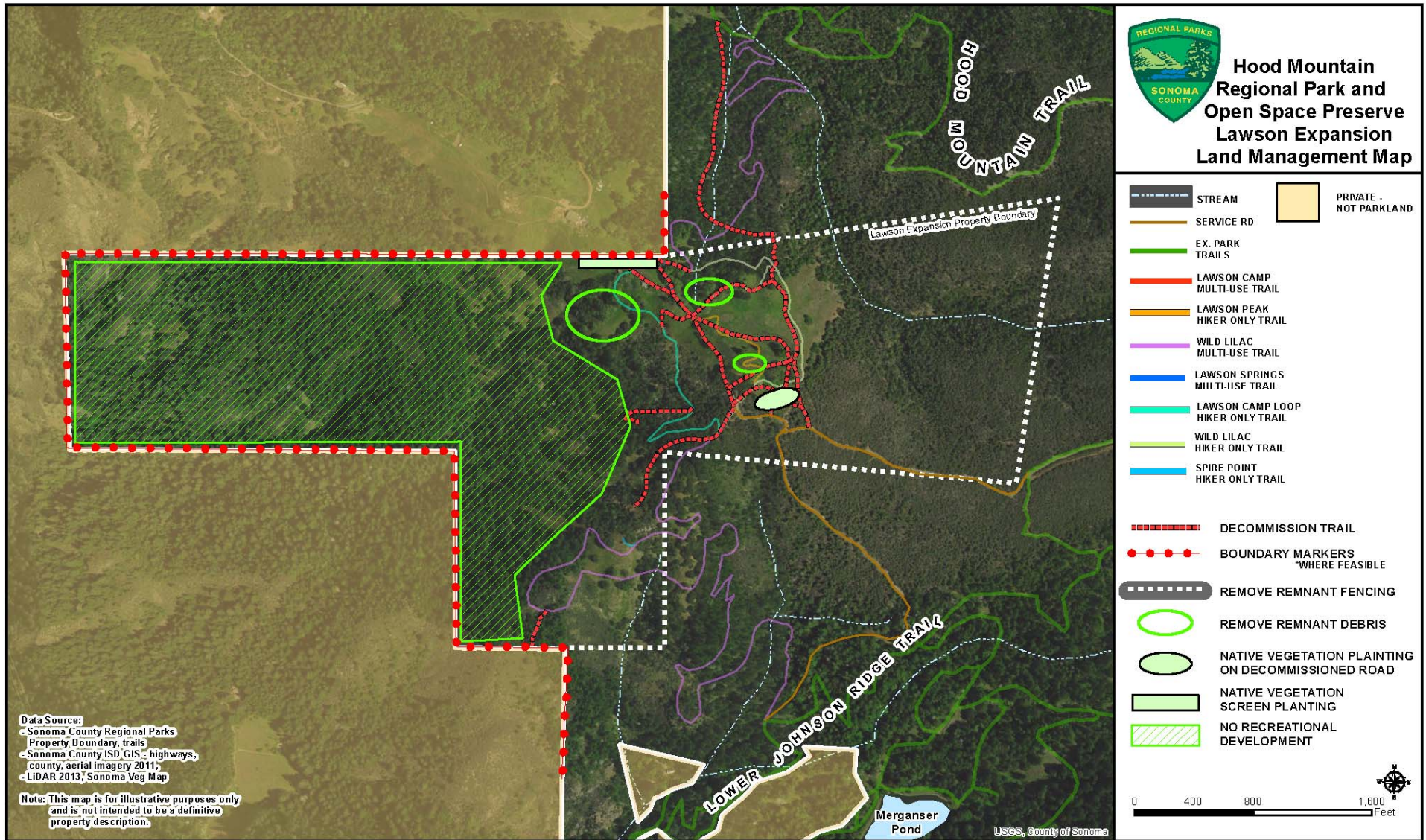


Figure 15: Land Management Map

References

Hood Mountain Regional Park & Open Space Preserve

MAP LEGEND

- MULTI-USE TRAIL (Equestrian, Hiking, Bicycles)
- BAY AREA RIDGE TRAIL
- HIKING ONLY TRAIL
- PARK DRIVEWAY
- PUBLIC ROADS
- SERVICE ROADS (No Public Access)
- MILE MARKER
- OVERLOOK
- GATE
- ENVIRONMENTAL CAMPSITE (Permit Required)
- RANGER OFFICE
- PICNIC TABLES
- RESTROOMS
- PARKING LOT
- WATER FOUNTAIN

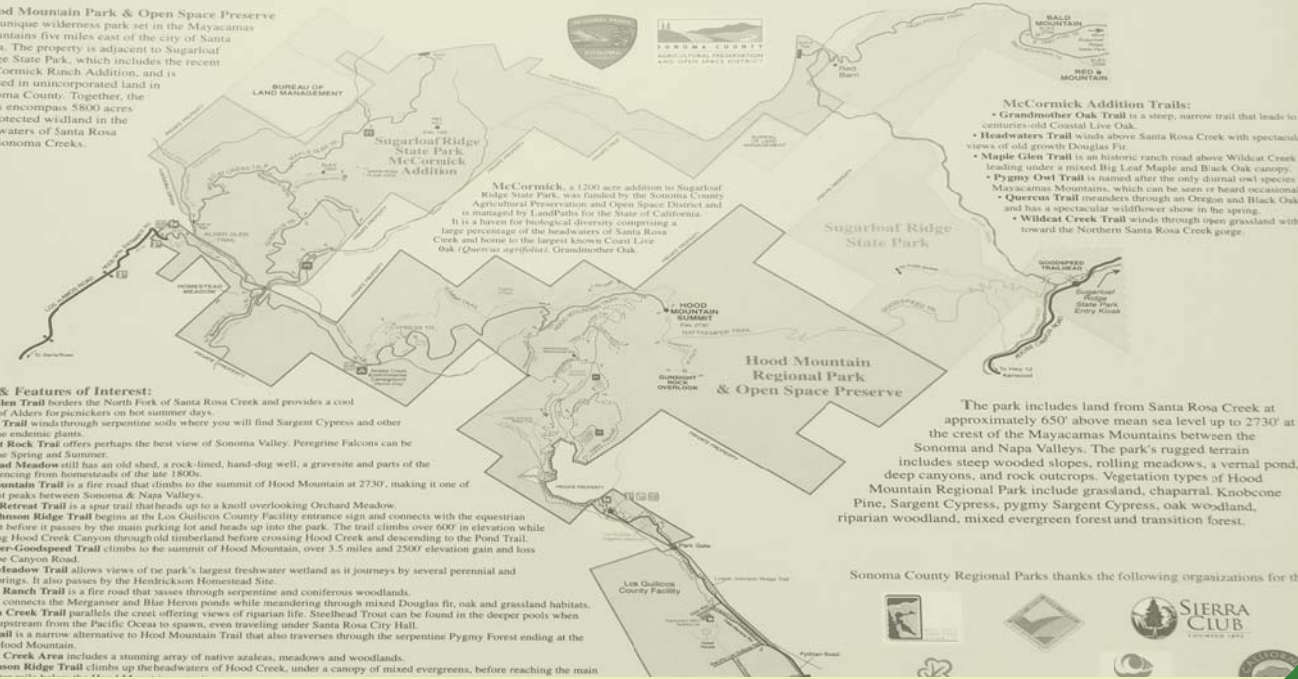
Hood Mountain Park & Open Space Preserve is a unique wilderness park set in the Mayacamas Mountains five miles east of the city of Santa Rosa. The property is adjacent to Sugarloaf Ridge State Park, which includes the recent McCormick Ranch Addition, and is located in unincorporated land in Sonoma County. Together, the parks encompass 5800 acres of protected wildland in the headwaters of Santa Rosa and Sonoma Creeks.

Trails & Features of Interest:

- **Alder Glen Trail** borders the North Fork of Santa Rosa Creek and provides a cool canopy of Alders for picnickers on hot summer days.
- **Cypress Trail** winds through serpentine soils where you will find Sargent Cypress and other serpentine endemic plants.
- **Gunsight Rock Trail** offers perhaps the best view of Sonoma Valley. Peregrine Falcons can be seen in the Spring and Summer.
- **Homestead Meadow** still has an old shed, a rock-lined, hand-dug well, a gravestone and parts of the original fencing from homesteads of the late 1800s.
- **Hood Mountain Trail** is a fire road that climbs to the summit of Hood Mountain at 2730', making it one of the highest peaks between Sonoma & Napa Valleys.
- **Knight's Retreat Trail** is a spur trail that heads up to a knoll overlooking Orchard Meadow.
- **Lower Johnson Ridge Trail** begins at the Los Gullitos County Facility entrance sign and connects with the equestrian parking lot before it passes by the main parking lot and heads up into the park. The trail climbs over 600' in elevation while overlooking Hood Creek Canyon through old timberland before crossing Hood Creek and descending to the Pond Trail.
- **Nathlemper-Goodspeed Trail** climbs to the summit of Hood Mountain, over 3.5 miles and 2500' elevation gain and loss from Adobe Canyon Road.
- **Orchard Meadow Trail** allows views of the park's largest freshwater wetland as it journeys by several perennial and seasonal springs. It also passes by the Henrickson Homestead Site.
- **Panorama Ranch Trail** is a fire road that passes through serpentine and coniferous woodlands.
- **Pond Trail** connects the Merganser and Blue Heron ponds while meandering through mixed Douglas fir, oak and grassland habitats.
- **Santa Rosa Creek Trail** parallels the creek offering views of riparian life. Steelhead Trout can be found in the deeper pools when they swim upstream from the Pacific Ocean to spawn, even traveling under Santa Rosa City Hall.
- **Summit Trail** is a narrow alternative to Hood Mountain Trail that also traverses through the serpentine Pygmy Forest ending at the summit of Hood Mountain.
- **The Azaleas Creek Area** includes a stunning array of native azaleas, meadows and woodlands.
- **Upper Johnson Ridge Trail** climbs up the headwaters of Hood Creek, under a canopy of mixed evergreens, before reaching the main



SONOMA COUNTY
AGRICULTURE, PRESERVATION AND OPEN SPACE DISTRICT



McCormick Addition Trails:

- **Grandmother Oak Trail** is a steep, narrow trail that leads to a centuries-old Coastal Live Oak.
- **Headwaters Trail** winds above Santa Rosa Creek with spectacular views of old growth Douglas Fir.
- **Maple Glen Trail** is an historic ranch road above Wildcat Creek leading under a mixed Big Leaf Maple and Black Oak canopy.
- **Pygmy Owl Trail** is named after the only diurnal owl species in the Mayacamas Mountains, which can be seen or heard occasionally.
- **Quercus Trail** meanders through an Oregon and Black Oak forest and has a spectacular wildflower show in the spring.
- **Wildcat Creek Trail** winds through open grassland with views toward the Northern Santa Rosa Creek gorge.

The park includes land from Santa Rosa Creek at approximately 650' above mean sea level up to 2730' at the crest of the Mayacamas Mountains between the Sonoma and Napa Valleys. The park's rugged terrain includes steep wooded slopes, rolling meadows, a vernal pond, deep canyons, and rock outcrops. Vegetation types of Hood Mountain Regional Park include grassland, chaparral, Knobcone Pine, Sargent Cypress, pygmy Sargent Cypress, oak woodland, riparian woodland, mixed evergreen forest and transition forest.

Sonoma County Regional Parks thanks the following organizations for the



Report Preparers and References

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Appendices



Appendix A: Public Meeting #1

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Hood Mountain Regional Park & Open Space Preserve Expansion Master Plan Project

Community Workshop #1

Wednesday, November 18, 2015

5:30pm – Open House

6:00pm – 8:00pm - Meeting

Kenwood Firehouse

9045 Sonoma Highway

Kenwood

AGENDA

- | | |
|------|------------------------------------|
| 6:00 | Welcome |
| 6:10 | Meeting Purpose & Project Overview |
| 6:40 | Workshop Exercise at table groups |
| 7:00 | Table Groups report back session |
| 7:25 | Discussion and next steps |
| 7:30 | Meeting close |

Karen Davis-Brown, Project Manager
Sonoma County Regional Parks
(707) 565-1359 karen.davis-brown@sonoma-county.org



Opportunities for Public Participation

Public Workshops: Future workshops to be determined.

Ongoing Opportunities:

- Public can send in comments to the project manager, Karen Davis-Brown at:
 - Email: karen.davis-brown@sonoma-county.org
 - US Mail:
Attn: Lawson Expansion, Karen Davis-Brown
Sonoma County Regional Parks Department
2300 County Center Drive, #120A
Santa Rosa, CA 95403

- Visit the Parks Project website for updated project information:
 - Current Press Releases
 - View and subscribe to receive notices of updates:
<http://parks.sonomacounty.ca.gov>

Future Opportunities:

- Community Workshop #2
- Board of Supervisor meeting
 - Draft Hood Mountain Regional Park Lawson Expansion Master Plan
 - Comment period upon release of Draft

Hood Mountain Regional Park – Lawson Expansion Master Plan Project

COMMENTS:

Optional:

Name: _____

Email or Phone: _____

Please note that comments and information submitted become part of the public record.



Hood Mountain Regional Park & Open Space Preserve Expansion Master Plan

November 18, 2015 Meeting Summary

Thirteen community members signed in and participated

Five comment cards were collected

Comments below

- #1 Signing for parking could be improved at the horse parking area, and possibly lower in the Pythian Road area.

- #2 On the west, property markers would be helpful.

- #3 Multi-use trails, as many miles as possible – flow trails (traverse along mild grades)

- #4 New trail from Lawson property to Azalea Creek Campground? New trail from Johnson Ridge Trail up to Lawson?

- #5 At existing equestrian parking lot at Eliza Lane:
 - Signage dedicating to equestrian parking only
 - Signage to park passenger cars at Lower Los Guilicos at Y intersection – trail signage

Participants separated into three groups and brainstormed ideas

Maps graphics figure 1

Notes from Map Graphics

Group #1

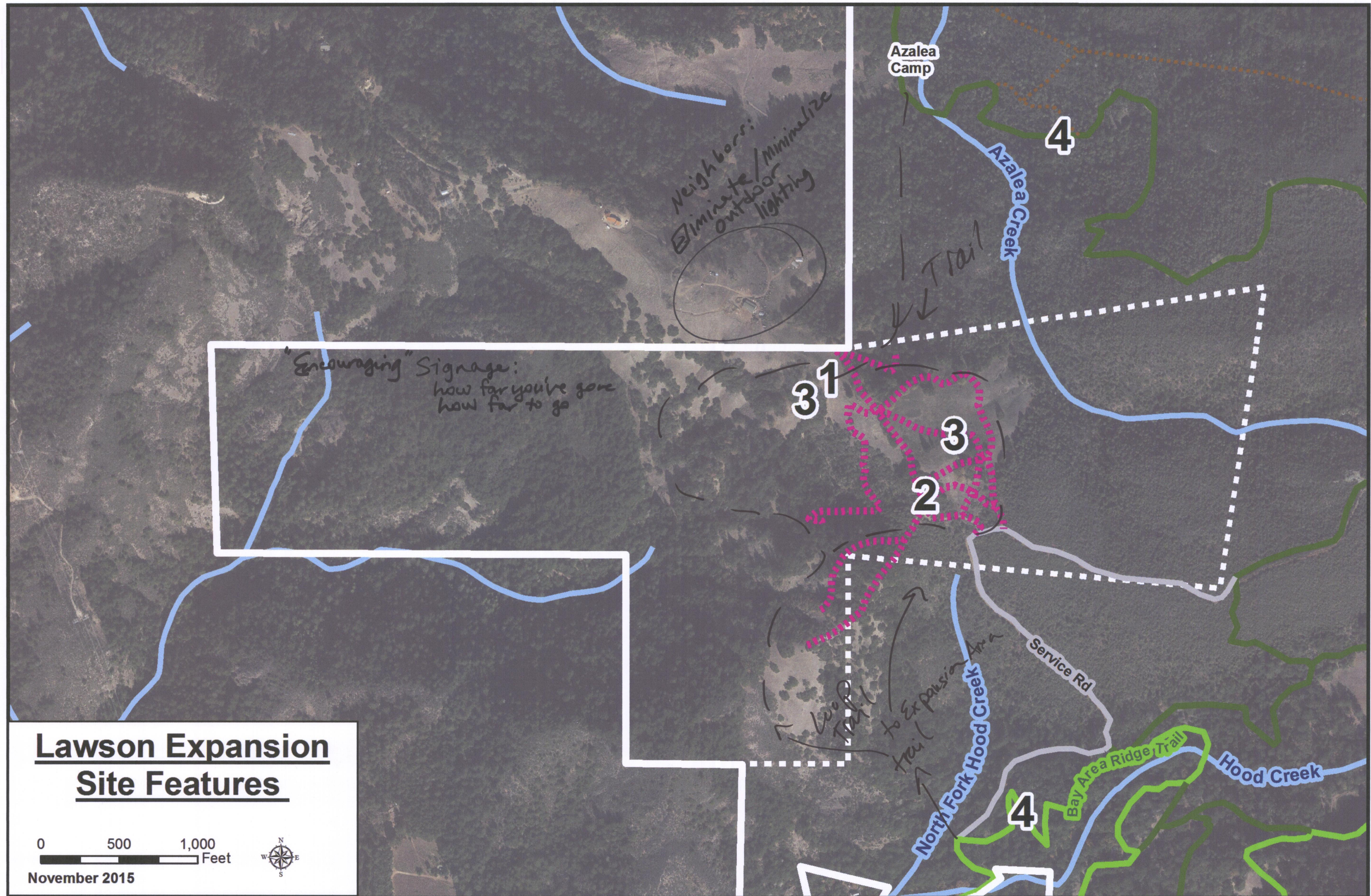
- Neighbors: Eliminate / minimize outdoor lighting
- “Encouraging” signage: how far you’ve gone, how far to go
- Trail (drawn south from Azalea Camp to 1 Existing Residence, 2 Roads & Trails and 3 Historic Site. Trail encircles existing feature then loops to 4 Existing Park Trails)
- Protect the night sky over the Valley of the Moon – minimize and eliminate lighting – all lighting International Dark Sky Association complaint

Group #2

- Group marked the solid white border partially outlining the Lawson Expansion site – commented “All boundaries with private property” and “Property Markers” – implying that there should be property markers that clearly show the boundaries of the park.

Group #3

- Water tank – Spring – available to horses. Water trough
- “Leave-No-Trace” education at trailheads and further out and on website regarding: poop removal, cut-across trails, pack it in, pack it out
- As many multi-use trails as possible
- Picnic tables and vista points
- Interpretive panels about historic sites
- Backpack sites at or away from house
- “Dogs on leash” education (is not voice control)
- Information on the wildlife in the park
- Maintain secluded feel of the park
- Environmental sites not in close proximity to each other – the more primitive the better
- A backpacking trail connecting Azalea with Lawson along trails creek (single track)

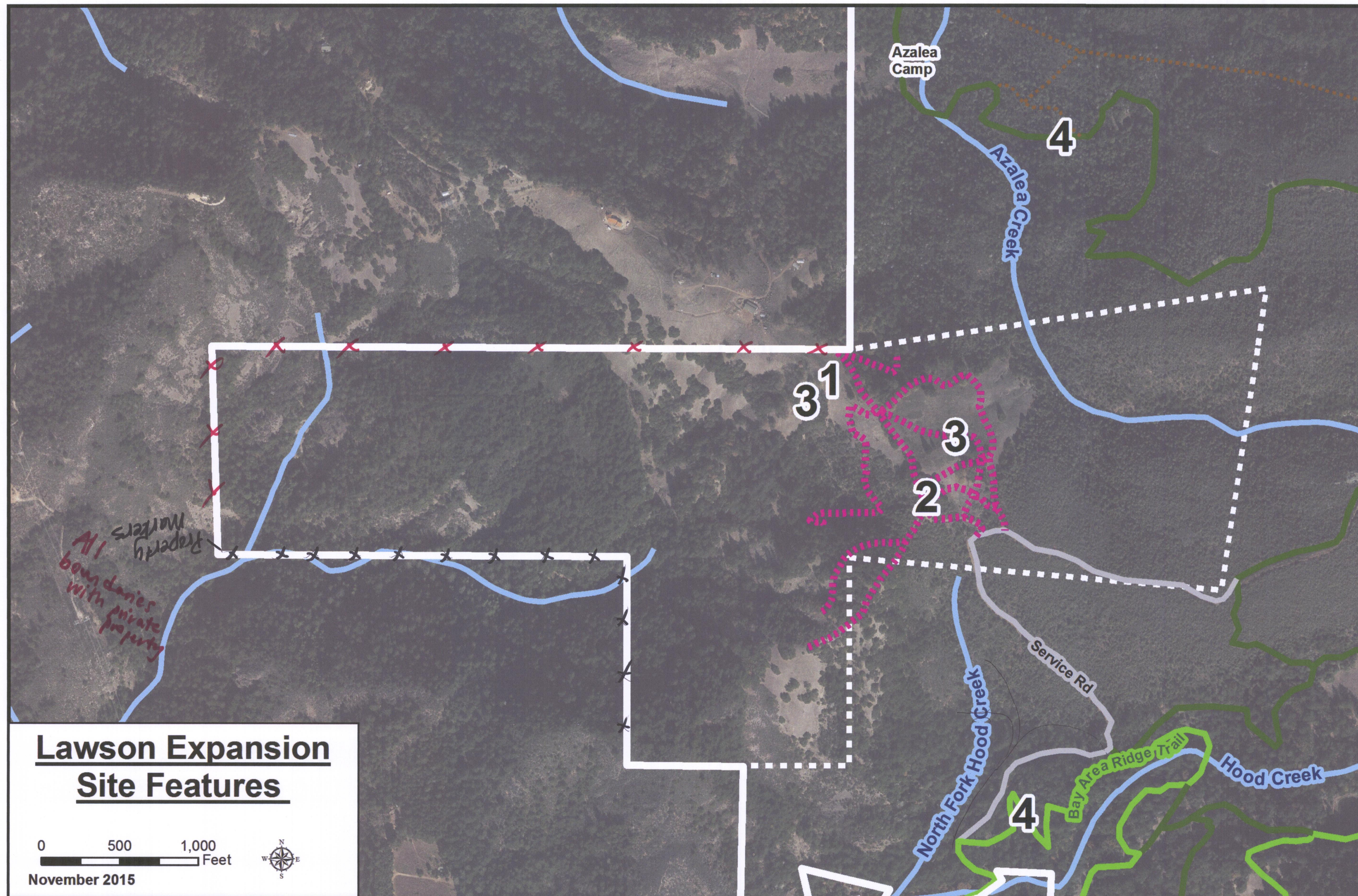


**Lawson Expansion
Site Features**

0 500 1,000 Feet
November 2015

<p>1 Existing Residence</p>	<p>2 Existing Roads & Trails On Lawson Expansion Property</p>	<p>3 Historical Site</p>	<p>4 Existing Park Trails</p>
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Protect the night sky over the Valley of the Moon
 minimize deliberate lighting - all lighting International Darksky Assoc. compliant



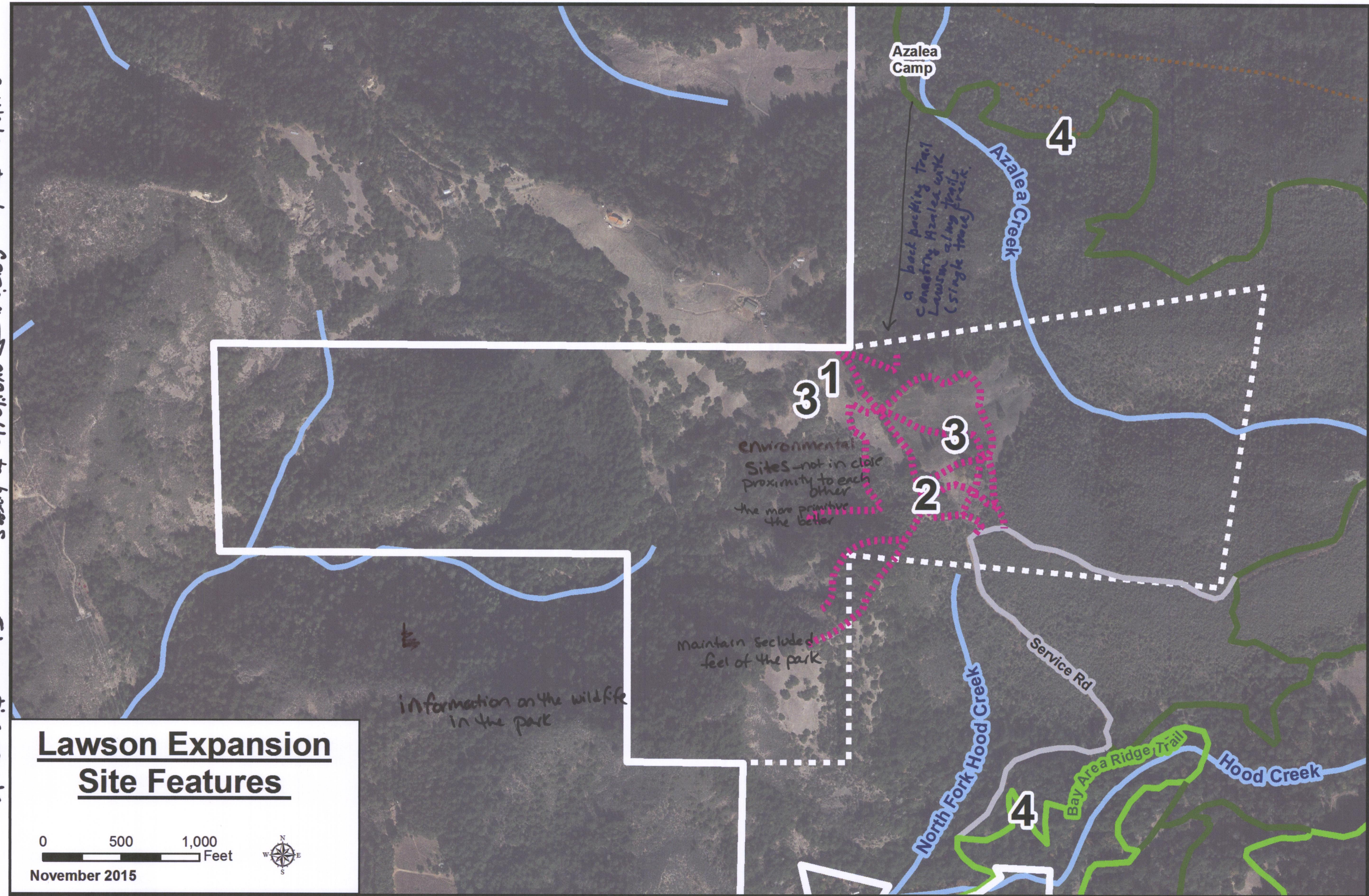
**Lawson Expansion
Site Features**

0 500 1,000 Feet
November 2015

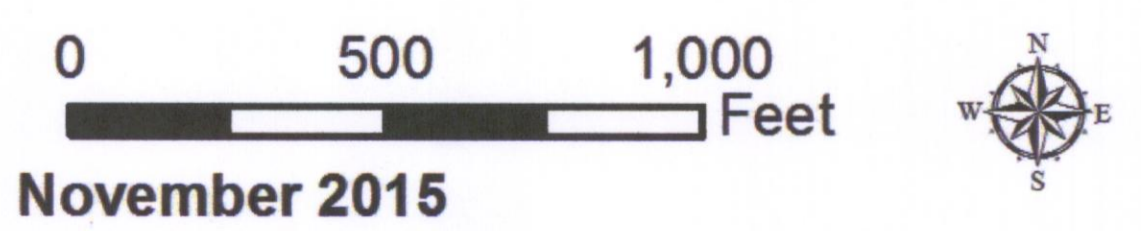
<p>1 Existing Residence</p>	<p>2 Existing Roads & Trails On Lawson Expansion Property</p>	<p>3 Historical Site</p>	<p>4 Existing Park Trails</p>
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- Water tank — Spring → available to horses
- "Leave-no-trace" education water trough at trailheads & further out & website
- Re: poop removal
 - cut across trails
 - push up in picnic spots
- As many multi-use trails as possible
- picnic tables & vista points

- Interpretive panels about historic sites
- backpack sites at or away from house
- "Dogs on leash" education (is not voice control)



Lawson Expansion Site Features



<p>1 Existing Residence</p>	<p>2 Existing Roads & Trails On Lawson Expansion Property</p>	<p>3 Historical Site</p>	<p>4 Existing Park Trails</p>
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Appendix B: Public Meeting #2

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Hood Mountain Regional Park & Open Space Preserve Expansion Master Plan Project

Community Workshop #2

Thursday, May 19, 2016

5:30pm – Open House

6:00pm – 8:00pm – Meeting

Kenwood Firehouse

9045 Sonoma Highway

Kenwood

6:00	Welcome
6:15	Presentation of Project Summary Draft Master Plan
6:45	Questions and Answers
7:15	Discussion and next steps
7:30	Meeting close

Karen Davis-Brown, Project Manager
Sonoma County Regional Parks
(707) 565-1359 karen.davis-brown@sonoma-county.org



Opportunities for Public Participation

Public Workshops: Future workshops to be determined.

Ongoing Opportunities:

- Public can send in comments to the project manager, Karen Davis-Brown at:
 - Email: karen.davis-brown@sonoma-county.org
 - US Mail:
Attn: Hood Lawson Expansion, Karen Davis-Brown
Sonoma County Regional Parks Department
2300 County Center Drive, #120A
Santa Rosa, CA 95403

- Visit the Parks Project website for updated project information:
 - Current Press Releases
 - View and subscribe to receive notices of updates:
<http://parks.sonomacounty.ca.gov>

Future Opportunities:

- Board of Supervisor meeting Winter 2016 – 2017
- Draft Hood Mountain Park & Preserve Expansion Master Plan
 - Comment period upon release of Draft

Hood Mountain Regional Park & Open Space Preserve Expansion Master Plan

May 19, 2016 Meeting Summary (RGF)

Fourteen community members signed in and participated

Presentation by Project Manager, Karen Davis-Brown (See PDF on website)

Cover Main Points Here

Presentation covered:

The presentation focused on three sections that have grown with the additions: Lower Johnson, Center of property, and (?)

Trails – multi-use and hiker-only trails. Signage on trails needs to be improved. We are slowly improving this.

Comments by Steve Ehret:

After the presentation ended, Steve made some comments / announcement:

1. There will soon be an announcement of an additional 162 acres to be added to Hood Mountain Regional Park and Open Space District. This property is on the other side of the park (on the Alamo entrance side).
2. There have been many acquisitions that have added land to Hood Mountain Park. Since 1967 there have been ten acquisitions that have come into the park one piece at a time. We thank the Lawson Family. Without willing owners, we can't do this (add land to parks), and without voters to approve, it wouldn't happen.
3. "Funky Fridays" Summer Concert Series, the concerts that were previously held on summer Friday nights at Sugarloaf State Park, are now going to be at Hood Mountain Regional Park beginning May 27. Some of the money raised through the concert attendance will go to Hood Park. (Bill Myers who is one of the Project Coordinators was at the meeting).
4. This summer (*in the month of June only?*) an interagency pass will allow pass holders for Sonoma County Regional Parks, Jack London State Park and Sugarloaf State Park to park

for free at each other's parking lots using their Regional Parks Pass or their Jack London or Sugarloaf passes. Other State Parks are not included in this pass program as they are not run by non-profits as are Sugarloaf and Jack London State Parks.

Superintendent Susan Gorin made a few remarks: (She actually spoke in the middle of the Q &A)

This has been a really exciting Master Planning process. There are lots of interested hikers. The Agricultural Preservation and Open Space District and Regional Parks share the overarching goal of getting people to the Parks. Hut to Hut hiking is the eventual goal (Wow!)

Gorin thanks the voters for their support of growing open space and parks in the County.

Questions and Answers: *(I missed quite a bit of the answers here)*

Q. How soon can I get out and hike on the new trails?

A. Working to get the Master Plan approved and begin trail construction Spring/Summer 2017

Q. Are there any possible acquisitions coming that will be in the "donut hole" (inholdings)?

A. No – but new acquisition of 162 acres will soon be announced (mentions Santa Rosa Creek, Homestead Meadows and ... as location for acquisition?)

Q. How do we access the trails in the Lawson Addition?

A. Eventually you can get to them from either side, but initially the access will be from Hood Pythian access trail development with the approval of the MP and trail development this trail construction is funded by the District.

Q. Mountain bikers cut through the trails and carve out new ones. How do we deal with that?

- A. *Trail design, outreach to Mountain Bike community (organizations and leaders), and adaptive management.*
- Q. Whom do you anticipate will be the campers for the new camping areas? We don't see many people who use the hike-in sites.
- A. There are several hike-in sites at Azalea and Merganser Ponds, one new site is being added to Azalea Creek. The hike-in sites continue to become more popular. Now the demographic seems to be different for each area. Azalea is more likely to be parents with kids and Boy Scout groups. People who are training for Sierra backpacking will use them. Anecdotally the folks who hike in are a similar demographic to the backpackers who use Pt Reyes National Seashore.
- Q. The Sugarloaf parking lot fills up early frequently. What can Parks do to remedy this problem?
- A. We are REGIONAL PARKS, not State Parks (Sugarloaf is a State Park), but the shuttle that is coming (*run intermittently through summer 2016*) may help to minimize the parking issues at Sugarloaf. The shuttle route has not been finalized yet, but please give us your input on where you'd like to see the stops. As much as possible we hope that people can leave their cars near Highway 12 and use the shuttles to get to trailheads. People should talk to the Sugarloaf Park Manager about parking issues.
- Q. Are there maps of the new (recommended) trails available yet?
- A. Keep your eyes open for Planning Updates emails – the presentation from tonight's meeting will be posted on our website in the next couple of weeks.
- Q. I'm a member of the Sonoma County Bowmen and we have an archery range at Lake Sonoma. We are interested in trying to find an area where we could establish an archery range in Sonoma County. It needs to be a gated range, as we have problems with our Lake Sonoma facility – people have come in and destroyed / messed up our range. They shoot off rifles, pistols, toss hatchets at the targets. We want to relocate to a place that can be gated. We would have times where we'd be open to the public, provide events and competitions, doing training for Boy Scouts and have free lessons. Is there any chance for us?
- A. Steve would be happy to talk more after the meeting, but there are some issues. County Code prohibits projectiles – archery, airplanes, drones all fall into this issue. There may

be a place in Sonoma County where an archery range might be possible, but it won't be the Hood Lawson Property.

- Q. A man and his daughter from the 4-H Archery Club asked if Open Space District couldn't keep a small 2-acre plot for the use of archery groups.
- A. OSD has a matching grant program for non-profits. The 4-H Archery Club or the Sonoma County Bowmen could fit in here.

(There was some discussion about the similarity of archer to disc golf – similar impact on the land...)

- Q. In Sacramento there is archery along the River flat.
- Q. A woman advocated for a different kind of trail – something not as gradual so people can get a good workout (*? She wants steep trails to prep for Sierra hiking*)
- A. KDB answered that some trails are designed to be moderate – several very steep trails in the park now. When trails are too steep there can be a lot of erosion. Designing trails to accommodate a variety of trail users and user abilities, and to comply with State Parks ADA trail guidelines. The trend is toward **more** accessibility, not less. (We don't want to build steep difficult trails if avoidable...)
- Q. Parking is tight on Pythian. What about the Uplands and increasing access to Johnson Ranch?
- A. Los Guilicos is a large plot – 85 acres of land that Working with General Services to incorporate (some of) LG into Hood Park. We have an informal agreement to formalize parking at L.G. Sometimes the subject of the reservoir space comes up (...close it and use for parking?).
- Q. Will the cabin have electricity?
- A. A generator would be possible, but we do plan on electricity

Coming Up – We will have a DRAFT Hood Expansion Master Plan by the end of the summer.

Appendix C: Conservation Easement

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RECORDING REQUESTED BY AND RETURN TO:

Sonoma County Agricultural Preservation
and Open Space District
575 Administration Drive, Room 102A
Santa Rosa, CA 95403

Free Recording per Gov't Code Sec 6103



2014058192

Official Records Of Sonoma County
William F. Rousseau
08/20/2014 10:30 AM
SONOMA COUNTY AGRICULTURAL P

DEED 22 Pgs

Fee: \$0.00

2



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

The County of Sonoma, a political subdivision of the State of California (hereinafter referred to as GRANTOR), and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. (hereinafter DISTRICT), agree as follows:

RECITALS

A. GRANTOR is the owner in fee simple of certain property (hereinafter "the Property") located in Sonoma County and more particularly described in Exhibit A, attached hereto and made a part of this Agreement by reference.

B. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to preserve agriculture and open space by acquiring interests in appropriate properties from willing sellers in order to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq. and by the open space elements of their respective general plans. In order to accomplish that purpose, DISTRICT entered into a contract with the Sonoma County Open Space Authority whereby, in consideration of that entity financing DISTRICT'S acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax, a transfer of the taxing authority to the County of Sonoma, and an update of the Expenditure Plan. The DISTRICT's acquisition program remains in full compliance with that updated voter-approved Expenditure Plan.

C. DISTRICT, prior owner of the Property, has transferred fee title in the Property to GRANTOR pursuant to Public Resources Code section 5540.6, so as to facilitate its operation and maintenance as a public park and open space preserve, available to the public in perpetuity

for low-intensity outdoor recreation and education consistent with preservation of the open space values of the land. The transfer was subject to the recordation of this conservation easement and a separately recorded recreation conservation covenant.

D. On Jun 10, 2014, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. 14-0246, that the DISTRICT's transfer of fee interest and retention of a conservation easement in the Property is consistent with the Sonoma County General Plan (specifically the Plan's Land Use and Open Space and Resource Conservation Elements) because it preserves important biotic resource areas and scenic features with consistent uses and intensities; preserves roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the county's tourism economy; protects and enhances the county's natural habitats and diverse plant and animal communities; and helps to establish a countywide park and trail system that meets future recreational needs of the county's residents. By that same resolution, the DISTRICT's Board of Directors determined that the transfer of fee interest and retention of this conservation easement is consistent with the voter-approved Expenditure Plan.

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

THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other valuable consideration receipt of which is acknowledged, the parties enter into this Agreement.

AGREEMENT

1. **Purpose.** It is the purpose of this Agreement to preserve the open space, scenic, and natural values of the Property, and each of them, and to prevent any uses of the Property that will significantly impair or interfere with those values. This purpose, as further defined by the provisions of this Agreement, is generally referred to collectively herein as "the conservation purpose of this Agreement." GRANTOR intends that this Agreement will confine the uses of the Property to the following, which are consistent with the conservation purpose of this Agreement: (a) low-intensity public outdoor recreational activities and improvements associated therewith; (b) habitat preservation; (c) management and conservation of natural resources; and (d) use of the existing residence in association with low-intensity public outdoor recreation and educational activities, all as allowed and limited by Exhibits "B" and "C" hereto. Accordingly, this Agreement will primarily preserve the Property's existing resource and scenic values including, but not limited to, native plants and habitats including native oaks and oak communities, vernal pools and wetlands, native plant species such as *Ceanothus sonomensis* and the Property's scenic landscapes and geographic features including, but not limited to, its open meadows and lakes, forested hillsides and scenic vistas. It is further the purpose of this Agreement to protect these values and to prohibit any use, other than consistent low intensity public outdoor recreational uses, that would impair, degrade or damage them.

2. **Grant and Acceptance of Conservation Easement.** Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts, for the purposes set forth in Recital No. 2, a conservation easement in the Property in perpetuity.

3. **Affirmative Rights of DISTRICT.** Subject to the conditions and rights expressly reserved in this Agreement, including but not limited to the provisions of paragraph 6.B, the affirmative rights conveyed to DISTRICT are the following:

A. To identify, to preserve, and to protect in perpetuity the open space values represented by the conservation purpose of this Agreement and identified in paragraph 1 of this Agreement.

B. To enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current uses and practices thereon and the baseline condition thereof (in cooperation with GRANTOR), and (ii) monitoring the uses and practices regarding the Property to determine whether they are consistent with this Agreement. Such entry shall be permitted at least once a year at reasonable times, upon 24 hours' prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with the proper uses and practices regarding the Property. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this paragraph 3, but not necessarily limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT'S General Manager have a reasonable belief that GRANTOR is in breach of this Agreement, DISTRICT shall have the right, upon the giving of 24 hours' notice, at any time, to enter the Property for the purposes of determining if such breach has occurred. The rights of entry provided by this paragraph 3.B shall extend to the employees, agents, and consultants of DISTRICT.

C. DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in a location on the Property acceptable to GRANTOR, bearing information indicating that the Property is protected by DISTRICT. The wording and design of the sign or marker shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed thirty-two (32) square feet in size nor be artificially illuminated. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker.

4. **GRANTOR'S Use of the Property.** This Agreement shall confine the uses of the Property to the uses which are described herein.

A. **Permitted and Prohibited Uses.** Examples of uses, practices and improvements which are consistent with the conservation purpose of this Agreement, and which are hereby expressly reserved by GRANTOR, are set forth in Exhibit "B," attached hereto and incorporated herein by this reference. Examples of uses, practices and improvements which are inconsistent with the conservation purpose of this Agreement, and which are hereby expressly forbidden, are set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The uses and practices set forth in both Exhibits "B" and "C" are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities and to provide guidance in determining the

consistency of other activities with the conservation purpose of this Agreement pursuant to the procedure set forth in paragraph 5 of this Agreement.

The allowed uses, practices and rights to improve the Property which are not retained by GRANTOR are hereby extinguished. In the event that such extinguishment is determined to be unlawful or otherwise unenforceable, then those uses, practices and rights to improve the Property are hereby assigned by GRANTOR to DISTRICT.

Neither GRANTOR nor DISTRICT shall use or receive the benefit from any increase in allowable uses, practices and development rights associated with the Property resulting from any change in applicable governmental land use regulations.

B. Conveyance of Separate Parcels; Merger. GRANTOR acknowledges that the Property currently consists of two assessor's parcels shown on the current Sonoma County Assessment Roll. Additional parcels may exist on the Property through the recognition of previously unrecognized parcels created by patent or deed conveyances, subdivisions, lot line adjustments, surveys, recorded or unrecorded maps or other documents and, under existing or future land use regulations, these parcels might be sold or otherwise conveyed separately from one another as separate legal parcels but for the provisions of this Agreement.

(i) Except as provided in subparagraph C(ii), the sale or conveyance of any or all of these parcels, as separate and distinct from the Property as a whole, is inconsistent with the conservation purpose of this Agreement and is prohibited. To that end, GRANTOR shall, to the extent not already accomplished as a condition precedent to the acceptance by DISTRICT of the easement conveyed herein, apply for and pursue to completion an application to the County of Sonoma, or, such other governmental agency having jurisdiction, for the consolidation or merger of any existing parcels or claimed parcels of the Property into a single parcel, or failing such consolidation or merger, pursue and secure such other applicable legal restrictions so that such existing parcels or claimed parcels may not be separately sold or conveyed from the others.

(ii) Even if the parcels cannot be merged because of their lack of contiguity or for any other reason, GRANTOR will not sell, alienate or convey any such parcels separately or apart from the entire Property.

C. Subdivision of the Property. GRANTOR shall not divide, subdivide or de facto subdivide the Property; provided, however, that

(i) The voluntary conveyance to a government or non-profit entity exclusively for conservation or public access purposes is permitted, subject to DISTRICT approval pursuant to the procedure set forth in paragraph 5 of this Agreement;

(ii) A lease of a portion of the Property solely for an agricultural use that is consistent with the conservation purpose of this Agreement may be permitted, subject to DISTRICT approval pursuant to paragraph 5 of this Agreement; and

(iii) In the event that the GRANTOR, following the execution of this Agreement, divides the Property in violation of this Agreement, GRANTOR shall not sell, lease or finance the resulting parcels and shall immediately merge all resulting parcels in the manner set forth in paragraph 4.B of this Agreement.

D. *Reinvestment of Revenues.* All revenue generated from activities and uses on the Property shall be used toward the cost of operating and maintaining the Property, restoring and enhancing its natural resources, and/or toward recreational and/or educational programs that take place on the Property.

5. *Approval Procedure and Criteria.* GRANTOR agrees to notify DISTRICT in writing before exercising any right not expressly described in Exhibit "B" as a permitted use, the exercise of which may constitute a breach of this Agreement. Further, any act, enterprise, or activity proposed to be done or undertaken by GRANTOR which requires the prior approval of DISTRICT pursuant to the express provisions of Exhibits "B" or "C" hereof shall be commenced only after satisfaction of the notice and approval conditions of this paragraph 5.

A. *GRANTOR'S Written Notice.* Prior to the commencement of any activity, use, or enterprise requiring DISTRICT'S approval, GRANTOR shall send DISTRICT written notice of GRANTOR'S intention to commence or undertake such activity, use or enterprise. Said notice shall inform DISTRICT of all relevant aspects of such proposed activity, use, or enterprise including, but not limited to, the nature, siting, size, capacity, and number of similar and dissimilar structures, improvements, facilities, uses or enterprises.

B. *DISTRICT'S Response.* DISTRICT shall have forty-five (45) days from the mailing of such notice, as indicated by the registered or certified return receipt, to review the proposed activity, use, or enterprise, and to notify GRANTOR of its approval or any objection thereto. Such objection, if any, shall be based upon DISTRICT'S opinion that the proposed activity is inconsistent with the conservation purpose of this Agreement or that the notice is incomplete or inaccurate. If, in DISTRICT'S judgment, the proposed activity, use or enterprise would not be consistent with the conservation purpose of this Agreement, said notice shall inform GRANTOR of the reasons for the DISTRICT'S objection. Except as provided in subparagraph C. of this paragraph 5, only upon DISTRICT'S prior written approval, given by DISTRICT'S General Manager, may the proposed activity, use, or enterprise be commenced and/or conducted, and only in the manner explicitly represented by GRANTOR and approved or conditionally approved by DISTRICT.

C. *DISTRICT'S Failure to Respond.* Should DISTRICT fail to post its response to GRANTOR'S notice within forty-five (45) days of the mailing of said notice, GRANTOR shall send a second notice by registered or certified mail. Should DISTRICT fail to respond to said second notice within ten (10) days of the mailing thereof, GRANTOR may either appeal to District's Board of Directors or commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR'S notice. Regardless of the outcome of the court action, GRANTOR'S costs of suit, including attorneys' fees, shall be borne by DISTRICT, provided that the court finds that DISTRICT'S General Manager actually received both the first and second notices and that the notices were timely.

D. *Approval of Master Plan.* To comply with the notice and approval requirements of this paragraph 5, GRANTOR may submit a master plan for the Property (“Master Plan”) for DISTRICT approval. The Master Plan may take the form of an amendment to the Hood Mountain Regional Park Expansion Project Master Plan and Initial Study previously approved by GRANTOR’s Board of Supervisors for adjacent lands, or may be its own separate planning document. For purposes of this Agreement, it is agreed that the Master Plan and any future amendments, revisions or updates (collectively “Revisions”) will be deemed sufficient for its purpose provided the plan identifies (a) all major components of park use in the area covered by the plan (including recreational, educational, and resource management use), (b) the nature of each proposed use and its intended location, (c) all proposed structures, and (d) all actions to be taken to protect natural resources. The Master Plan and all Revisions require DISTRICT’s approval prior to their implementation. DISTRICT’s approval shall be based solely upon its reasonable determination as to whether the Master Plan or the Revisions are consistent with the terms, conditions and conservation purpose of this Agreement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource management, time is of the essence and DISTRICT’s approval shall not be unreasonably withheld or delayed. GRANTOR shall use the following procedure to obtain DISTRICT’s approval for the Master Plan or Revisions:

(i) GRANTOR may, at its discretion, at any time, submit the Master Plan or Revisions to DISTRICT for its review and approval. DISTRICT shall have forty-five (45) days from the receipt of the Master Plan or Revisions, plus fourteen (14) days from any subsequent or follow up submittal, to review the Master Plan or Revisions and either approve the Master Plan or Revisions or notify GRANTOR of any objection thereto. DISTRICT’s response, whether tentative approval or objection, shall be in writing and delivered to GRANTOR in accordance with paragraph 17. If DISTRICT has any objections to the Master Plan or Revisions, it shall state such objections in sufficient detail to enable GRANTOR to modify the Master Plan or Revisions so as to bring it into compliance with the terms, conditions and conservation purpose of this Easement.

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

(iii) Upon DISTRICT’s approval and GRANTOR’s adoption of the Master Plan or the Revisions, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and conservation purpose of this Agreement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, development, improvements and activities shall at all times remain subject to the substantive limitations of paragraph 4 and Exhibits B and C of this Agreement.

6. *Costs and Liabilities Related to the Property.*

A. GRANTOR agrees to bear all costs and liabilities of any kind related to the

operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes and assessments levied by competent authority on the Property. GRANTOR shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense (including attorneys' fees) relating to such matters. Without limiting the foregoing, other than is provided in paragraph 5.C, DISTRICT shall not be liable to GRANTOR or any other person or entity in connection with consents given or withheld hereunder, or in connection with any entry upon the Property occurring pursuant to this Agreement, or on account of any claim, liability, damage, or expense suffered or incurred by or threatened against GRANTOR or any other person or entity, except as such claim, liability, damage, or expense is the result of DISTRICT'S negligence, gross negligence, or intentional misconduct.

B. Notwithstanding any other provision of this Agreement to the contrary, the parties do not intend and this Agreement shall not be construed such that (1) it creates in DISTRICT the obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq. and hereinafter "CERCLA") or (2) it creates in DISTRICT the obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or (3) DISTRICT has the right to investigate and remediate any hazardous materials, as defined below, associated with the Property or (4) DISTRICT has any control over GRANTOR'S ability to investigate and remediate any hazardous materials associated with the Property. GRANTOR represents, warrants and covenants to DISTRICT that GRANTOR'S use of the Property shall comply with all environmental laws as that phrase is defined below.

For the purposes of this Agreement:

(i) The term "hazardous materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

(ii) The term "environmental laws" includes, without limitation, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

7. Indemnities.

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

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

8. *Public Access to the Property.* GRANTOR and DISTRICT understand and agree that the Property will be operated and maintained as a public park and open space preserve in perpetuity. GRANTOR, however, reserves the right to exclude the public from the Property, in part or in whole, on a temporary basis to the extent necessary for public health or safety or for preservation of the conservation values identified in paragraph 1 of this Agreement. Nothing in this Agreement shall be construed to preclude GRANTOR'S right to grant access to third parties

to the Property consistent with the terms, conditions and conservation purpose of this Agreement:

9. **Interpretation and Construction.** To the extent that this Agreement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that meets the conservation purpose of this Agreement. It is the intention of the parties that any interpretation or construction shall promote the conservation purpose of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

10. **Baseline Documentation for Enforcement.** In order to establish the present condition of the Property's protected values, DISTRICT will prepare Baseline Documentation, which will be maintained on file with DISTRICT and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement. The parties agree that the Baseline Documentation provides collectively an accurate representation of the Property at the time of the execution of this Agreement. DISTRICT shall provide GRANTOR, free of charge, one complete copy of all of the Baseline Documentation promptly after it is prepared.

11. **Remedies for Breach.**

A. ***DISTRICT'S Remedies.*** In the event of a violation or threatened violation of any term, condition, covenant, or restriction contained in this Agreement, DISTRICT'S General Manager may, following notice to GRANTOR, which notice shall contain a reasonable and specific cure period, request GRANTOR'S Director of Regional Parks to meet to review the necessity to restore the Property to the condition that existed prior to such violation. If the General Manager and the Director of Regional Parks are unable to resolve the matter, DISTRICT may institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. In the alternative, DISTRICT may, with the consent of GRANTOR, commence a proceeding in arbitration under paragraph 13 of this Agreement. The notice shall be a general written notification of the condition claimed by the DISTRICT to be a violation that is either mailed or delivered by DISTRICT to GRANTOR. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to any natural conditions of the Property protected by this Agreement, DISTRICT may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. DISTRICT'S rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement, and GRANTOR agrees that DISTRICT'S remedies at law for any violation of the terms of this Agreement are inadequate and that DISTRICT shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief, including damages, to which DISTRICT may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

B. *DISTRICT'S Discretion.* Enforcement of the terms of this Agreement shall be at the discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Agreement in the event of any breach of any term of this Agreement by GRANTOR shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent breach of the same or any other term of this Agreement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT'S right to enforce any term, condition, covenant, or purpose of this Agreement in the future.

C. *Liquidated Damages.* Inasmuch as the actual damages which would result from the loss of the values associated with the conservation purpose of this Agreement and caused by its breach by GRANTOR are uncertain and would be impractical or extremely difficult to measure, the parties agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

(i) for an improvement prohibited by this Agreement, an amount equal to the product of (A) the market value of the improvement, (B) the length of time that the improvement exists on the Property, and (C) the then current interest rate for post judgment interest; and

(ii) for a change in use prohibited by this Agreement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the change in use; and

(iii) for a change in use prohibited by this Agreement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (A) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (B) the length of time that the prohibited use continues and (C) the then current interest rate for post judgment interest.

D. *GRANTOR'S Compliance.* If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c), then GRANTOR may mitigate damages by fully complying with DISTRICT'S notice within the cure period provided therein. In the event of such full and timely compliance, DISTRICT shall not be entitled to damages for the breach specified in the notice. In the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, in which GRANTOR prevails, then GRANTOR shall be entitled to economic damages; provided that neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

E. *Remedies Nonexclusive.* The remedies set forth in this paragraph 11 are not intended to displace any other remedy available to either party as provided by this Agreement, Civil Code sections 815 et seq. or any other applicable law.

12. ***Acts Beyond GRANTOR'S Control.*** Nothing contained in this Agreement shall be construed to entitle DISTRICT to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR'S control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by

GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the conservation purpose of this Agreement.

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

14. **Condemnation.** In the event that the Property or some portion thereof is condemned for public use by an entity other than DISTRICT, the market value for purposes of just compensation shall be determined as though this Agreement did not exist and GRANTOR and DISTRICT shall share the compensation on the following basis: GRANTOR 0% and DISTRICT 100%. In the apportionment of the proceeds from an eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value after the date of this Agreement that is attributable to improvements; provided such increase in value is earned through GRANTOR's efforts and is not the result of value added by this easement, the passage of time or other passive means; and provided, further, that such increase in value is not the result of activities constituting a breach of this Agreement.

15. **Agreement to Bind Successors.** The conservation easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR'S heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, and assigns forever. The parties intend that this Agreement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, employees, and all other persons claiming by or through them pursuant to the common and

statutory law of the State of California, including, *inter alia*, Civil Code sections 815-816.

16. **Subsequent Deeds and Leases.**

A. *Fee Transfers; Approval of Grantees.* No sale or transfer of the fee interest in the Property may occur without (a) the consent of a majority of the voters of the County of Sonoma at an election called and conducted by the Board of Directors of the District, and (b) the District's determination that the prospective buyer or transferee of such interest is reasonably qualified to perform the obligations created by this Agreement. Neither the District's call of election nor its determination and consent shall be unreasonably withheld.

B. *Leases and Other Lesser Interests.* GRANTOR agrees that a clear reference to this Agreement will be made in any legal instrument by which any interest in the Property less than a fee interest (including but not limited to a leasehold interest) is conveyed, that GRANTOR will attach a copy of this Agreement to any such instrument, and that GRANTOR will notify DISTRICT in writing ten (10) days prior to any such conveyance. These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by paragraph 15 of this Agreement.

17. **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 either served personally or sent by first class mail, postage prepaid, addressed as follows:

To GRANTOR: Director of Regional Parks
County of Sonoma
2300 County Center Drive, Suite 128
Santa Rosa, CA 95403

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

or to such other address as either party from time to time shall designate by written notice to the other. Notice, if mailed, shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed or, in the event there is no such date shown on the postmark, then the day following the date of mailing shown on DISTRICT'S written declaration of mailing, which writing shall have been executed by a DISTRICT officer or employee.


18. **Successors and Assigns.** The terms GRANTOR and DISTRICT wherever used herein, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and his heirs, personal representatives, lessees, executors, successors, and assigns, including any person claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

19. **Integration.** This Agreement is the final and complete expression of the Agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this written instrument.

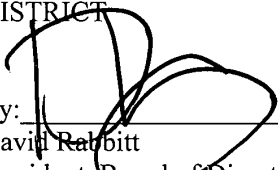
20. **Estoppel Certificates.** DISTRICT shall, at any time during the existence of the Agreement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that the Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and acknowledging that there is not, to DISTRICT'S knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default.

IN WITNESS WHEREOF, GRANTOR and DISTRICT have executed this Agreement this 14th day of Aug, 2014.

GRANTOR:


By: _____
David Rabbitt
Chair, Board of Supervisors

GRANTEE:

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE
DISTRICT

By: _____
David Rabbitt
President, Board of Directors

ATTEST:

Veronica A. Ferguson
by Roxanne Epstein

County Clerk and
ex-officio Clerk of the Board of Supervisors
and *ex-officio* Clerk of the Board Directors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On August 14, 2014 before me, Sandra L. Faus, Notary Public,
(Here insert name and title of the officer)

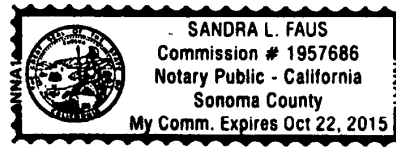
personally appeared David Rabbitt,

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

Sandra L. Faus
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p>Deed and Agreement Conveying a Conservation _____</p> <p style="text-align: center;"><small>(Title or description of attached document)</small></p> <p style="text-align: center;">Easement</p> <p>_____</p> <p style="text-align: center;"><small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date <u>8/14/2014</u></p> <p style="text-align: center;">APNS 030-030-002 & 030-110-007</p> <p style="text-align: center;">_____ <small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____ <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input checked="" type="checkbox"/> Other <u>Chairman, Board of Supervisors</u> and/or Board of Directors APOSD</p>

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On August 14, 2014 before me, Sandra L. Faus, Notary Public
(Here insert name and title of the officer)

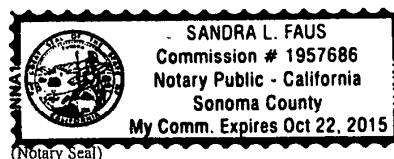
personally appeared Roxanne Epstein

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.

Sandra L. Faus
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p>Deed and Agreement Conveying a Conservation (Title or description of attached document)</p> <p style="text-align: center;">Easement</p> <p>(Title or description of attached document continued)</p> <p>Number of Pages _____ Document Date <u>8/14/2014</u></p> <p style="text-align: center;">. APNS 030-030-002 & 030-110-007</p> <p>(Additional information)</p>
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<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____</p> <p>(Title)</p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input checked="" type="checkbox"/> Other <u>County Clerk, Ex-officio Clerk of the Board</u> of Supervisors, Ex-officio Clerk of the Board of Directors APOSD</p>

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

LEGAL DESCRIPTION

For APN/Parcel ID(s): 030-030-002-000 and 030-110-007-000

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

Parcel One:

The Southeast quarter of the Southeast quarter, the North half of the Southeast quarter and the Northeast quarter of the Southwest quarter ALL in Section 12, Township 7 North, Range 7 West, M.D.M.

APN: 030-030-002-000 (portion) and 030-110-007-000

Parcel Two:

Lots numbered 9 and 10 of Section 7, Township 7 North, Range 6 West, M.D.M.

APN: 030-030-002-000 (portion)

EXHIBIT "B"**PERMITTED USES AND PRACTICES**

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Agreement, and they are not to be precluded, prevented, or limited by this Agreement. It is further provided that they are undertaken in accordance with the terms and provisions of this Agreement and that all applicable governmental approvals and permits are properly obtained:

1. **Consistent Use:** To use or lease the Property consistent with the conservation purpose of this Agreement.
2. **Recreational Uses:** To utilize the Property for low-intensity recreational or educational purposes, including, but not limited to, hiking, nature study, picnicking, horseback riding, and hike-in, low-impact tent camping in up to two camping areas. Any activities as provided for in this Paragraph which result in significant surface alteration or development of the land require the approval of DISTRICT.
3. **Use of Existing Residence.** GRANTOR and DISTRICT acknowledge that there is an existing residence on the Property as shown on the Project Structure Map, attached as Exhibit "D" and on the Baseline Site Map which will be part of the Baseline Documentation prepared pursuant to Paragraph 10. Subject to prior written notice to DISTRICT, GRANTOR may convert the existing residence on the Property for use either as (a) a Park Ranger residence; (b) hike-in overnight lodging for use in association with low-intensity public outdoor recreation and education; or (c) a visitor center or interpretive center.
4. **Construction of New Non-residential Structures and Improvements.** Subject to prior written approval of DISTRICT, to construct, erect or place non-residential structures or other improvements reasonably necessary for the recreational, resource management, water supply, water quality activities or property management activities and uses as provided in this Agreement, including, but not limited to, picnic tables, food lockers, primitive campsites, public trails, restroom facilities and water supply/quality facilities. GRANTOR shall deliver to DISTRICT written request for approval of such construction, erection or placement in accordance with the provisions set forth in this Agreement. DISTRICT's approval shall specifically consider design and location and shall be based upon its finding that the proposed construction, erection or placement is consistent with the conservation purpose of this Agreement. Additional boundary fencing deemed by GRANTOR to be reasonably necessary may be constructed without prior notice to or approval of DISTRICT, provided however that such fencing is constructed to allow visibility and does not impede wildlife movement and is consistent with the conservation purpose of this Agreement.
5. **Maintenance, Repair and Replacement of Improvements:** Except as otherwise provided herein, to maintain, repair, replace and improve existing structures and improvements, fences, fire protection and access roads, ditches, pumps and other improvements on the Property with ones of similar size, function, capacity and location, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement,

provided however, that such replacement is consistent with the conservation purpose of this Agreement. Such maintenance and repair may include the limited removal of brush and trees immediately adjacent to such improvements. Subject to approval of DISTRICT, to remodel or replace the barn existing at the date hereof with structures of a similar size sited in a similar location. Such structure shall only be used for activities associated with the permitted recreational uses. In the event of destruction, deterioration, or obsolescence of any fences, roads, ditches, water sources, pumps or similar improvements, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Agreement, GRANTOR may replace same with ones of similar size, function, capacity and location, without prior notice to or approval by DISTRICT, provided, however, that such replacement is consistent with the conservation purpose of this Agreement, including the preservation of scenic and natural values, and that such replacement does not impede wildlife movement.

6. **Restoration and Enhancement:** To undertake conservation and restoration activities including, but not limited to, soil stabilization, practices to reduce erosion, enhancement of native plant and wildlife habitat; and activities which promote biodiversity in accordance with sound, generally accepted practices and all applicable laws, ordinances and regulations.
7. **Fire Management:** To undertake fire management plans in order to control and maintain vegetation to lower the risk of fire. Such methods may include mowing or limited brush removal on the Property. Plans shall be reviewed by DISTRICT and shall be acceptable to the appropriate local fire protection agencies.
8. **Signs:** To place signage on the Property associated with permitted recreational or educational purposes, the size of which shall individually not exceed two (2) square feet, and one sign to identify the Property which shall not exceed twenty-four (24) square feet. No sign shall be artificially illuminated.
9. **Easements:** To continue use in accordance with easements of record as of the date of this Agreement. Modifications to pre-existing easements and granting of new easements require the approval of DISTRICT and are subject to the provisions of Paragraph 8 of Exhibit "C". New easements may only be granted where they are consistent with or enhance the intended low intensity recreational use of the Property or will remove and significantly lessen the impact of easements of record as of the date of this Agreement on the conservation purpose of this Agreement.
10. **Removal of Non-Native Plants and Animals:** To remove invasive, non-native plant species that threaten or impede the growth of native plant species. To remove feral, non-native animal species that threaten the conservation purpose of this Agreement.

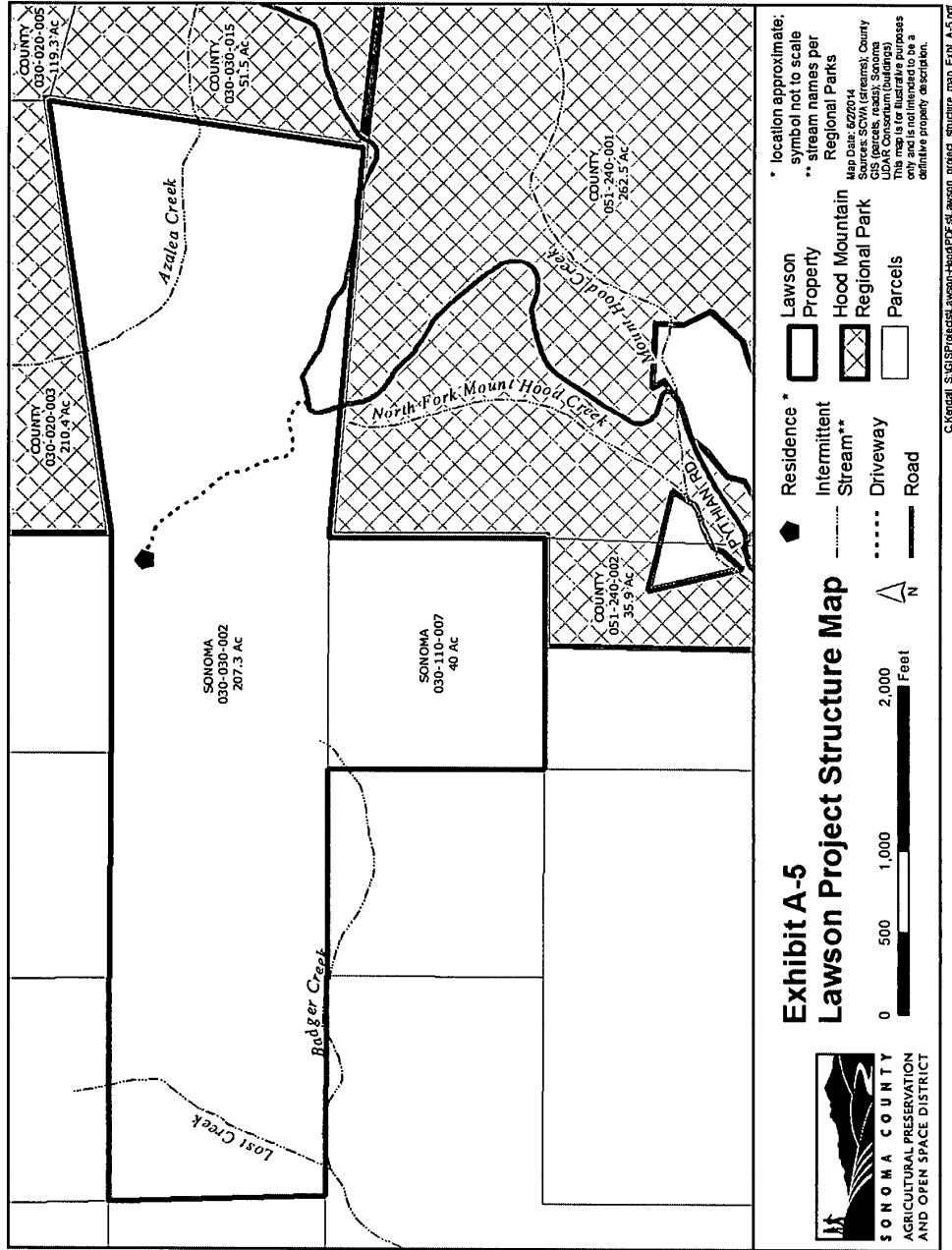
EXHIBIT "C"**PROHIBITED USES AND PRACTICES**

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Agreement and shall be prohibited upon or within the Property:

1. **Impairment:** To impair the conservation purpose, except as otherwise expressly provided in this Agreement.
2. **Inconsistent Uses:** To establish any residential, agricultural, commercial or industrial activity or use, except as provided for in Paragraphs 2, 3, 4 and 5 of Exhibit "B".
3. **Signs:** To construct, place, or erect any sign or billboard on the Property, except as provided for in Paragraph 8 of Exhibit "B".
4. **Construction:** To construct, reconstruct, or replace any improvement except as provided for in Paragraphs 3, 4 and 5 of Exhibit "B".
5. **Subdivision:** To divide, subdivide, or de facto subdivide the Property; provided, however, that the voluntary conveyance to a government or non-profit entity exclusively for conservation or public access purposes shall not be prohibited by this Paragraph.
6. **Motorized Vehicles:** To use motorized vehicles, except by GRANTOR or others under GRANTOR'S control for permitted activities, for inspections by DISTRICT, for emergency and fire control purposes, and for uses pursuant to deeded rights that pre-date this Agreement. Any use of motorized vehicles off roadways is prohibited except when necessary for permitted property management activities, for emergency and fire control purposes, and for uses pursuant to deeded rights that pre-date this Agreement.
7. **Dumping:** To dump or accumulate trash, ashes, garbage, waste, inoperative vehicles or other unsightly or offensive material on the Property.
8. **Utilities and Easements:** To install new or enlarged above-ground utility systems within pre-existing or new easements, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities and equipment, except to serve recreational and /or property management activities or uses as provided in this Agreement. New easements may only be granted where they will remove and significantly lessen the impact of pre-existing easements on the conservation purpose of this Agreement.
9. **Hunting:** To hunt, trap or otherwise willfully kill wildlife for food or sport except as provided in Paragraph 10 of Exhibit "B".

10. **Removal of Natural Resources:**
 - a. To explore for, develop, or extract minerals or hydrocarbons by any mining method, surface or otherwise.
 - b. To remove or destroy any native trees, shrubs or other native plant materials, except as necessary, in accordance with generally accepted conservation practices, to control or prevent hazard, disease, fire or non-native invasive plant species, or except as necessary for permitted activities and uses as provided for in this Agreement.
11. **Water and Soil Degradation:** To cause degradation of or erosion of the soil, or pollution of any surface or subsurface waters.
12. **Storage:** To store materials, such as pipes, culverts, fencing, heavy equipment, and the like, except while work is in progress and in no case for a period exceeding thirty (30) days after work is completed.
13. **Surface Alteration:** To alter the contour of the Property in any manner whatsoever including, but not limited to, excavating or removing soil, sand, gravel, rock, peat or sod, except in connection with activities and uses as provided in this Agreement and subject to approval of DISTRICT.

EXHIBIT "D"
PROJECT STRUCTURE MAP

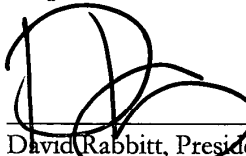


CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

This is to certify that the interests in real property conveyed by the Conservation Easement Agreement dated Aug 14, 2014 from the County of Sonoma, a public agency, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. 14-0246 of the Board of Directors, dated Jun 10, 2014 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

Dated: August 14, 2014

By: 
David Rabbitt, President
Board of Directors

ATTEST:

Veronica A Ferguson by:


Roxanne Epstein
Clerk of the Board of Directors


Appendix D: Recreation Conservation Covenant

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RECORDING REQUESTED BY AND RETURN TO:

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


2014058193
Official Records Of Sonoma County
William F. Rousseau
08/20/2014 10:30 AM
SONOMA COUNTY AGRICULTURAL P
DCLRE 11 Pgs
Fee: \$0.00



Free recording per Government Code Section 6103

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

THIS AGREEMENT is entered into by and between the Sonoma County Agricultural Preservation and Open Space District (“the District”) and the County of Sonoma, a political subdivision of the State of California, its successors and assigns and those claiming under it (“the Owner”) pursuant to Government Code section 5540.6.

Recitals

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

B. Among the categories of open space identified for protection in the 2006 Expenditure Plan are “fee interests for outdoor public recreation where the public use would not be inconsistent with the open space designations” listed in the Plan. In accordance with this requirement, the District acquired the fee interest in that certain real property, located in the unincorporated area of Sonoma County, more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference (“the Property”).

C. In a companion transaction of even date, the District has transferred fee interest in the Property to the Owner pursuant to Public Resources Code section 5540.6.

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

E. In a companion transaction of even date, the Owner has granted to the District and its assignees an irrevocable offer of dedication of the fee interest in the Property to secure the Owner's performance under this Covenant (the "Irrevocable Offer of Dedication").

Agreement

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

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

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

A. The Owner hereby agrees to use, operate and maintain the Property as a public park and open space preserve in perpetuity, available to the public for low-intensity outdoor public recreation and educational uses in a manner consistent with the Conservation Easement and the provisions herein. Such use, operation, and maintenance of the Property as a public park and open space preserve shall commence at such time that a trail on the Property has been designed and constructed and that sensitive cultural resources have been protected, no later than July 31, 2017, and shall include, at a minimum, general availability of the Property for public hiking, picnicking and nature study no less than six hours per day, seven days per week. Notwithstanding the foregoing, Owner reserves the right to exclude the public from the Property on a temporary basis to the extent necessary for public health or safety or for the protection of the property's natural resources and scenic values.

B. The Owner shall not engage in activities that impede public access to or public use of the Property for low-intensity outdoor public recreation and educational uses pursuant to this Covenant, except as necessary on a temporary basis to protect public health or safety or the property's natural resources and scenic values.

3. Enforcement.

A. In the event of an uncured breach by the Owner of any of its obligations under this Covenant, the District may: (1) institute a suit for specific performance or other equitable relief; (2) institute a suit to recover damages; (3) accept the Irrevocable Offer of Dedication identified in Recital E; or (4) pursue any combination of the foregoing.

B. Prior to taking any action under Paragraph 3.A, the District shall provide the Owner with a notice to cure ("Notice"). The Notice shall be a written notification generally

describing the condition or event claimed by the District to be a breach of the Owner's obligations that is either mailed or otherwise delivered by the District to the Owner. The Notice shall include a reasonable period in which the breach must be cured to the reasonable satisfaction of the District. The remedies provided by Paragraph 3.A shall be available to the District immediately upon expiration of the cure period.

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

D. The actual damages incurred by the District and allowed by Civil Code section 815.7(c) resulting from the Owner's breach of the obligations imposed by this Covenant are uncertain and would be impractical or extremely difficult to measure. Accordingly, the parties agree that the District's damages shall be measured by the fair market value of the Property, unencumbered and without regard to the Conservation Easement or this Covenant, multiplied by the length of time in years, including fractions thereof, during which the breach remains uncured after Notice has been given by the District pursuant to Paragraph 3.B, multiplied by the then current annual interest rate for post judgment interest, provided however, that:

(i) No action for liquidated damages under this Paragraph D shall be filed without the consent of the District's Board of Directors; and

(ii) No liquidated damages shall be assessed during any period for which the Owner's governing body has, based upon substantial evidence, declared a fiscal emergency rendering it financially unable to perform its obligations under this Covenant; and

(iii) In no case shall liquidated damages exceed Two-Million Dollars (\$2,000,000) for any single breach. The Owner's liability for damages is discharged if the Owner cures the breach within the time specified in the District's Notice.

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

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

4. *Fee Transfers; Approval of Grantees.* No sale or transfer of the fee interest in the Property may occur without (a) the consent of a majority of the voters of the County of Sonoma at an election called and conducted by the Board of Directors of the District, and (b) the District's determination that the prospective buyer or transferee of such interest is reasonably qualified to perform the obligations created by this Covenant and the Conservation Easement. Neither the District's call of election nor its determination and consent shall be unreasonably withheld. A failure to comply with these requirements is a material breach of this Covenant subject to the remedies set forth in Paragraph 3.

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

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

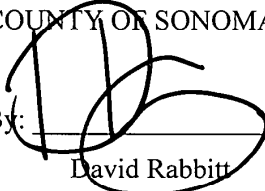
7. *Inspection.* The District may, within its sole discretion and from time to time, inspect the Property to determine if the Owner is in compliance with this Covenant.

8. *Covenant to Bind Successors.* This Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind the Owner and its successors in interest, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Covenant shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Covenant creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," and irrevocable offers of dedication encompassed within the meaning of the phrase "unaccepted, recorded, irrevocable offers of dedication," as those phrases are used in California Revenue & Taxation Code section 3712(d) and (e), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Covenant.

IN WITNESS WHEREOF, OWNER and DISTRICT have executed this Covenant this 14th
day of August, 2014.

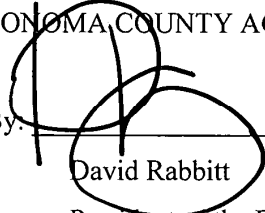
OWNER:

COUNTY OF SONOMA

By:  _____
David Rabbitt
Chair of the Board of Supervisors

DISTRICT:

SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By:  _____
David Rabbitt
President of the Board of Directors

ATTEST:

Veronica A. Ferguson
by Roxanne Epstein
Clerk of the Board of Directors/Supervisors

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On August 14, 2014 before me, Sandra L. Faus, Notary Public
(Here insert name and title of the officer)

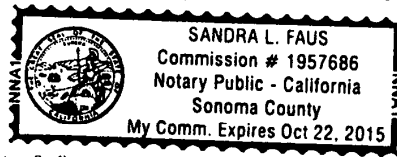
personally appeared David Rabbitt

who proved to me on the basis of satisfactory evidence to be the person(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.

Sandra L. Faus
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Lawson Recreation Conservation Covenant
<small>(Title or description of attached document)</small>

<small>(Title or description of attached document continued)</small>

Number of Pages _____ Document Date <u>8/14/2014</u>
Between SCAPOSD and Sonoma County
<small>(Additional information)</small>

CAPACITY CLAIMED BY THE SIGNER
<input type="checkbox"/> Individual (s)
<input type="checkbox"/> Corporate Officer

<small>(Title)</small>
<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Attorney-in-Fact
<input type="checkbox"/> Trustee(s)
<input checked="" type="checkbox"/> Other <u>Chairman, Board of Supervisors and</u>
<u>President, Board of Directors</u>

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On August 14, 2014 before me, Sandra L. Faus, Notary Public
(Here insert name and title of the officer)

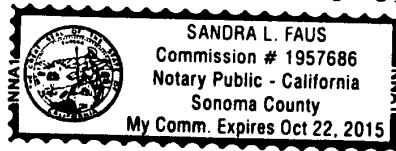
personally appeared Roxanne Epstein

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.

Sandra L. Faus
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Lawson Recreation Conservation Covenant

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 8/14/2014

Between SCAPOSD and Sonoma County

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other Clerk of the Board of Directors/Supervisors

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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Exhibit A
Property Legal Description

For APN/Parcel ID(s): 030-030-002-000 and 030-110-007-000

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

Parcel One:

The Southeast quarter of the Southeast quarter, the North half of the Southeast quarter and the Northeast quarter of the Southwest quarter ALL in Section 12, Township 7 North, Range 7 West, M.D.M.

APN: 030-030-002-000 (portion) and 030-110-007-000

Parcel Two:


Lots numbered 9 and 10 of Section 7, Township 7 North, Range 6 West, M.D.M.

APN: 030-030-002-000 (portion)

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)
OF REAL PROPERTY BY THE
BOARD OF DIRECTORS OF THE
SONOMA COUNTY AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT

This is to certify that the interests in real property conveyed by the Recreation Conservation Covenant dated Aug 14, 2014 from the County of Sonoma, a public agency, to the Sonoma County Agricultural Preservation and Open Space District, a governmental agency formed pursuant to the provisions of Public Resources Code Section 5506.5, is hereby accepted by the President of the Board of Directors on behalf of the District pursuant to the authority conferred by Resolution No. 14-0246 of the Board of Directors, dated Jun 10, 2014 and the District consents to the recording thereof by its duly authorized officer.

Sonoma County Agricultural Preservation and
Open Space District

By 
David Rabbitt, President
Board of Directors

Dated: August 14, 2014

ATTEST:

Veronica A. Ferguson
by Roxanne Epstein
Clerk of the Board of Directors

Appendix E: Invasive Species Removal

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MEMORANDUM

DATE: May 30, 2017

To: Karen Davis-Brown, Sonoma County Regional Parks

FROM: Bernhard Warzecha

SUBJECT: General Recommendations to Control Yellow starthistle, French broom, and silverleaf cotoneaster

Yellow starthistle (*Centaurea solstitialis*)

Yellow starthistle is rated as a high priority invasive species by Cal-IPC (2017). Yellow star-thistle significantly depletes soil moisture reserves in grasslands of California and Oregon. Deep root system allows star-thistle to utilize deep soil moisture late into the growing season. Consequently, the next season's soil moisture recharge is less than native perennial grasslands and annual grasslands.

A combination of the following techniques is most effective for controlling this annual species, including grazing, mowing, burning, and herbicide use.

Grazing. Mid- to late spring grazing (May-June), before the plant has produced spines, but after bolting, may control seed production and spread to a limited degree. Early summer grazing can be expected to reduce the number of flowers and seed production. A more focused management approach may be implemented. Under this approach, the infested area could be separated with temporary fencing. Grazing would be postponed within the enclosure to allow growth and elongation of the grasses and star-thistle, and then high-intensity grazing would be applied during the period when the star-thistle "bolts" or begins to emerge from the rosette and flower prior to development of the spines. Repeated treatments would be required to maintain that control.

Mechanical. In small areas where grazing is not feasible, mowing during the bolting period will be used to control yellow star-thistle.

Chemical. Herbicides such as Round-Up®; 2,4-D; Dicamba; or Garlon 3A® can be used to control infestations of yellow star-thistle if applied by personnel with a QAL prior to seed set. Clopyralid (Transline®) and aminopyralid (Milestone®) are effective on yellow star-thistle as both pre- and post-emergents. They are most effective when applied to the early rosette stage in January or February.

Silverleaf cotoneaster (*Cotoneaster pannosus*)

Cotoneaster is able to grow in grasslands and other natural communities, shade out native grasses and other plants and create areas with higher organic matter and moisture, which favor weedy grasses. Cotoneaster can spread very rapidly, which intensifies the risk to many native ecosystems.

Control of Cotoneaster can be achieved by repeated mechanical and chemical methods, ideally a combination of both.

Mechanical. Seedlings and small plants can be hand pulled. Manually removing individual shrubs when discovered can help prevent the spread of cotoneaster species in natural areas. However, stumps and roots can resprout, requiring follow-up control. Roots need to be completely removed to prevent resprouting.

Chemical. There is little information on the chemical control of cotoneaster species. However, herbicide (e.g., Triclopyr) could be used on cut stumps in late summer or fall. It is likely that foliar treatment with Triclopyr would also be effective, but there is no data to demonstrate this. Triclopyr is considered the most effective chemical control option for stump treatment. Glyphosate could be used for spot foliar treatment post-emergence later in the season. Note that Glyphosate is a non-selective herbicide and will kill favorable vegetation upon contact.

French broom (*Genista monspessulana*)

French broom grows rapidly and from dense stands that most wildlife find impenetrable and unpalatable. Dense stems inhibit regeneration of most other plant species.

Control of French broom can be achieved by repeated mechanical and chemical methods, ideally a combination of both.

Mechanical. Seedlings and small plants can be hand pulled, but this technique is generally not effective on established shrubs. For larger shrubs, a weed wrench or other woody weed extractor can be used. Note that the entire root or stump needs to be removed or stump sprouting will occur, and that annual follow up treatments are required.

Cutting broom to the ground in spring before flowering will reduce the number of seeds and will deplete the plant's energy reserves. Repeated cutting of resprouts at the end of the dry season is required until the plant is killed.

Chemical. Herbicide may be applied as cut stump treatments (e.g., Triclopyr, Imazapyr), or as foliage spot treatment (e.g., Glyphosate).