



Type



Plans

ZPE11-0679

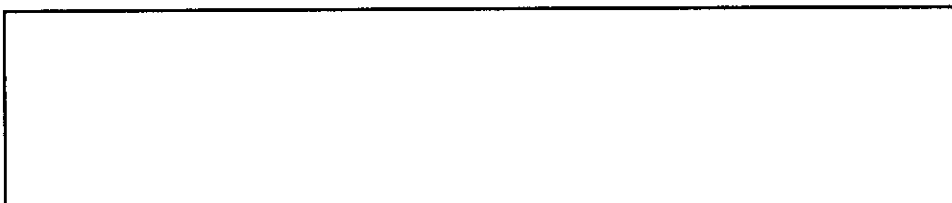
Permit Number

14701

Street Number

BODEGA HWY

Street Name



Community Code

026-120-006

APN

COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT
2550 VENTURA AVENUE, SANTA ROSA, CA 95403-2829
(707) 565-1900 FAX (707) 565-1103

Application Fees / Invoice for: ZPE11-0679

Project Address: 14701 BODEGA HWY TWI

Cross Street: VALLEY FORD RD

APN: 026-120-006

Description: REQUEST FOR A ZONING PERMIT TO CONVERT AN

Printed: Thursday, December 22, 2011
Initialized by: TTESCONI
Activity Type: AB-ZPE 1101
PCAS #:

Owner: KISTLER STEPHEN W
4707 VINE HILL RD
SEBASTOPOL CA 95472
707-823-5603

Applicant: MARTIN STEVE
130 S, MAIN STREET, SUITE 201
SEBASTOPOL, CA.
95472
707 824-9730

Fees:

Item#	Description	Account Code	Tot Fee	Prev. Pmts	Cur. Pmts
1166	LEVEL II ZONING PERMITS	025015-3829	556.00	.00	.00
			\$556.00	\$0.00	

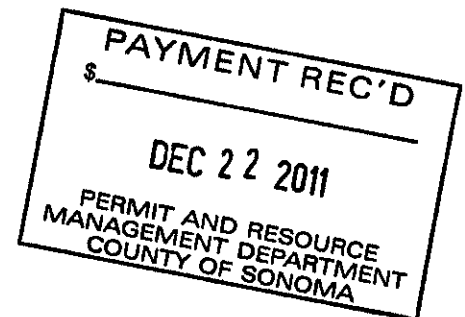
Total Fees: \$556.00

Total Paid: \$0.00

Balance Due: \$556.00

Refunds will not be authorized unless circumstances comply with established PRMD refund policy provisions.

When validated below, this is your receipt.



Zoning Permit Application

PJR-004

- ☒ Ag. Employee Dwelling Unit
☐ Biotic Resource
☐ Confined Livestock
☐ Daycare-Large Family
☐ Home Occupation
☐ Horse Boarding

- ☐ Landmarks Commission
☐ Minor Timberland Conversion
☐ Mobile Home
☐ Non-conforming Uses
☐ Second Units
☐ Setback Averaging/Reduction

- ☐ Special Events
☐ Telecommunications Facility
☐ Other _____

File#: ZPE11-0679

Applicant (Contact Person):

Name Steve Martin
Mailing Address 130 South Main St. #201
City/Town Sebastopol State CA Zip 95472
Phone 707-824-9730 Fax 707-824-9707
Email steve@smassociates.net
Signature [Signature] Date 12-20-11

Owner, if other than Applicant:

Name Steve Kistler
Mailing Address 4707 Vine Hill Road
City/Town Sebastopol State CA Zip 95472
Phone 707-823-5603 Fax 707-823-6709
Email _____
Signature [Signature] Date 12-20-11

Other Persons to be Notified: (Specify: Agent, Lender, Architect or Engineer)

Name	Name	Name
Mailing Address	Mailing Address	Mailing Address
City/Town State Zip	City/Town State Zip	City/Town State Zip
Title	Title	Title
Phone Fax	Phone Fax	Phone Fax
Email	Email	Email

Project Information:

Address(es) 14701 Bodega Hwy
Assessor's Parcel Number(s) 026-120-006
Project Description: 2.132 ± SF Agricultural Employee Housing
(Please attach additional sheet(s) if needed)

Bodega
City/Town
250.6
Acreage
RECEIVED
DEC 22 2011
PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA

Site Served by Public Water? ☐ Yes ☒ No Site Served by Public Sewer? ☐ Yes ☒ No

I/we agree to comply with the attached performance standards/conditions.

Signature of Applicant [Signature] Date 12-20-11

DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff

Zoning permit approved by: [Signature] for Traci T. Date 2/8/12
Signature of Planner
Planning Area: 6 Supervisorial District: 5 Current Zoning: RRDWA 66 100, SR 100 General Plan Land Use: RRD 100
Specific Plan: West Sebastopol S.P. Land Use: Ag + Res Needs CEQA Review? ☒ yes ☐ no
Violation? ☐ yes ☐ no; Application resolve planning violation? ☐ yes ☐ no; Penalty applicable? ☐ yes ☐ no; Civil Penalty Factor _____
Previous Files: _____
Application accepted by [Signature] Date 12/22/2011

Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ♦ Santa Rosa, CA ♦ 95403-2829 ♦ (707) 565-1900 ♦ Fax (707) 565-1103

Indemnification Agreement

PJR-011

"As part of this application, applicant agrees to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in conjunction with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect."

Steve Martin
Applicant Name

[Signature]
Applicant Signature

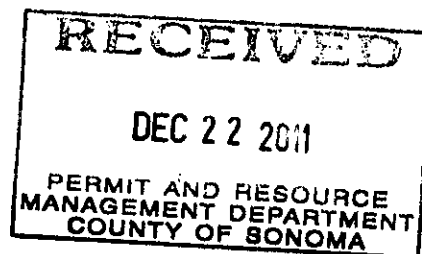
Steve Kistler
Owner Name

[Signature] for Steve Kistler
Owner Signature (see Authorization Letter)

12-20-11
Date

ZPE 11-0679
File No.

NOTE: The purpose of the Indemnification Agreement is to allow the County to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.

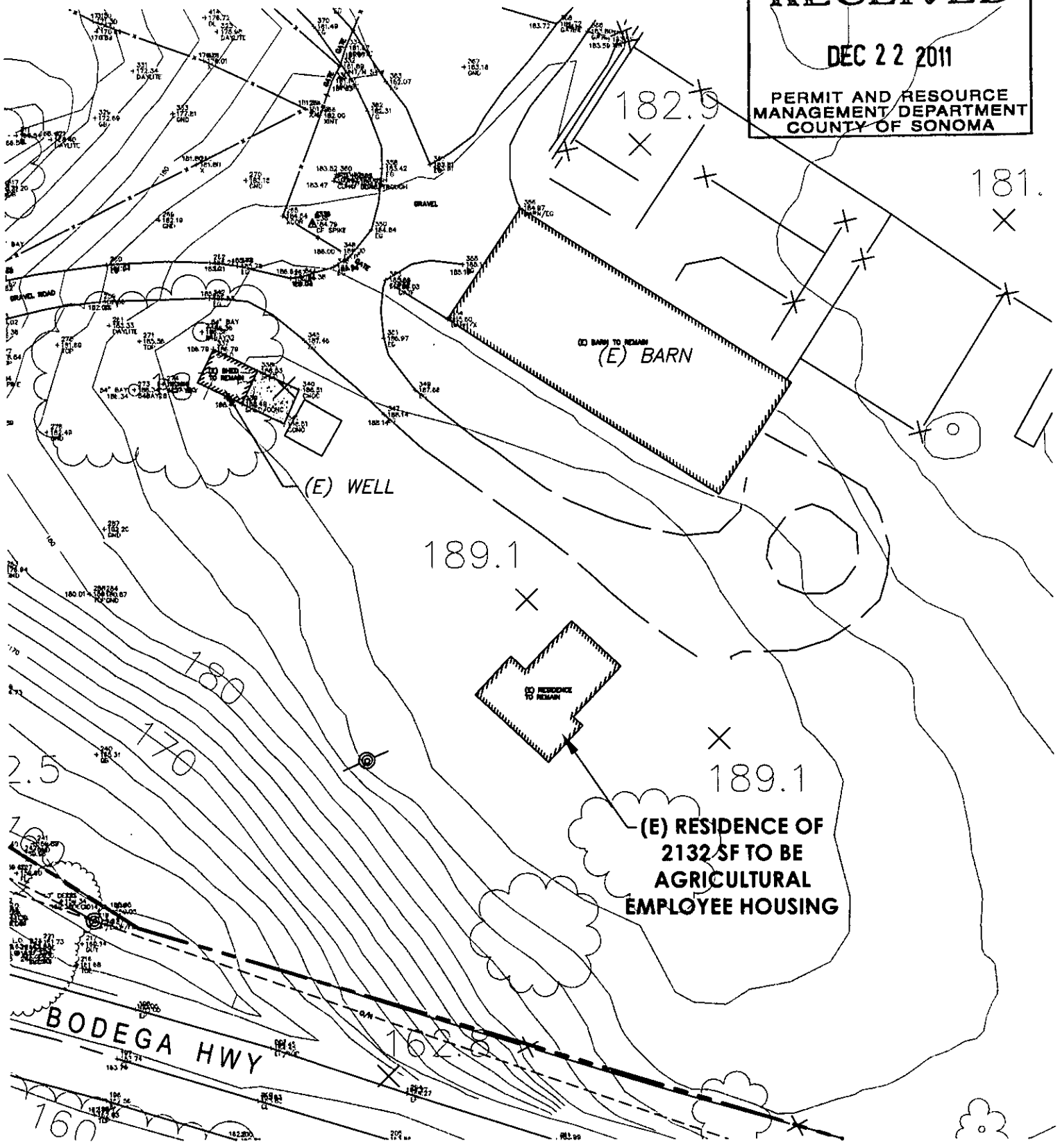


Sonoma County Permit and Resource Management Department
2550 Ventura Avenue ♦ Santa Rosa, CA ♦ 95403-2829 ♦ (707) 565-1900 ♦ Fax (707) 565-1103

RECEIVED

DEC 22 2011

PERMIT AND RESOURCE
MANAGEMENT DEPARTMENT
COUNTY OF SONOMA



PARTIAL OVERALL SITE PLAN

SCALE: 1" = 50'-0"

SMA

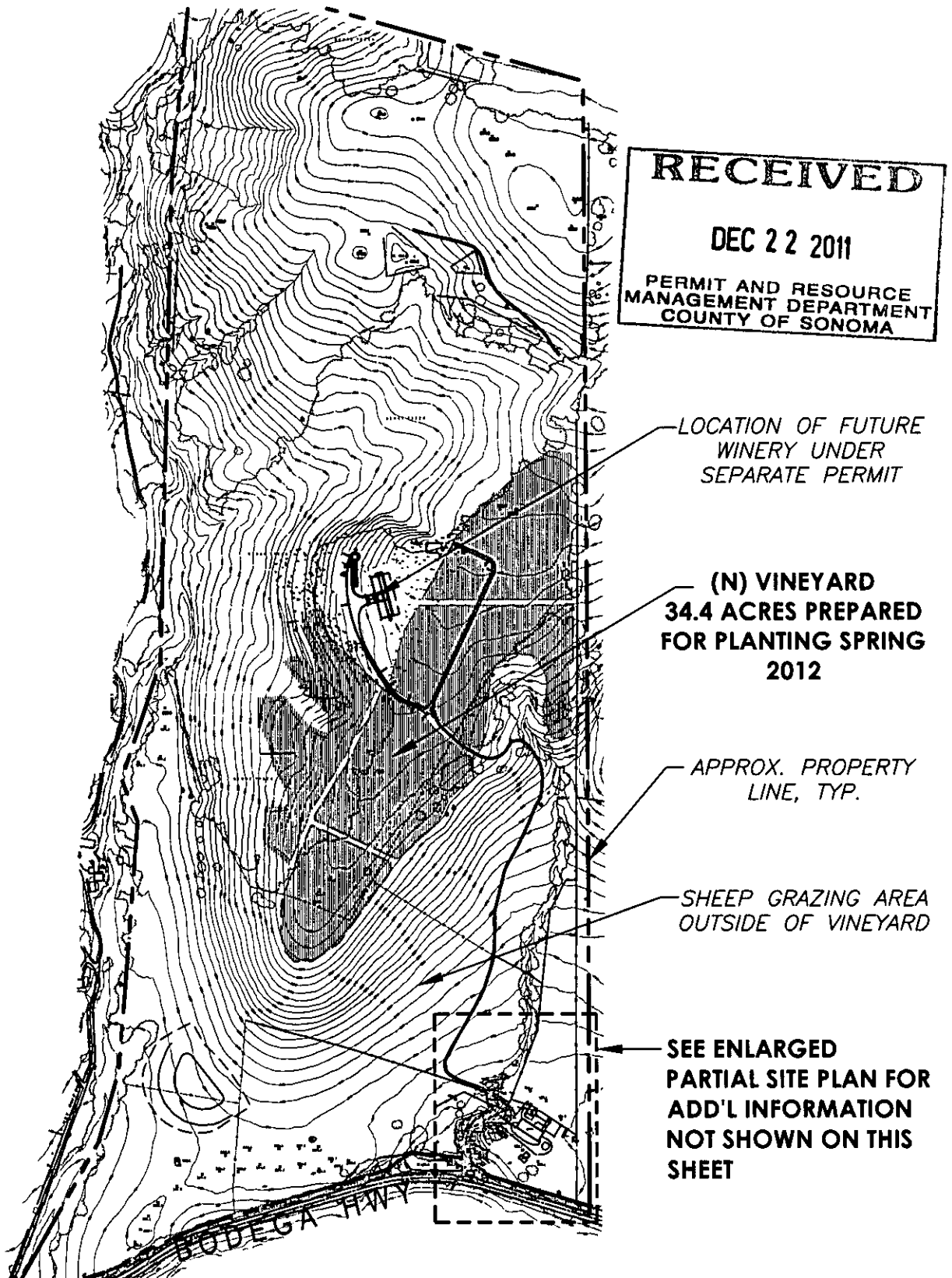
Steve Martin Associates, Inc.
130 South Main Street, Suite No. 201
Sebastopol, CA 95472
Office (707) 824-9730, Fax (707) 824-9707
Web: www.SMAssociates.Net

**PARTIAL SITE PLAN OF
AGRICULTURAL EMPLOYEE
HOUSING LOCATION**

Kistler Vineyards Winery
14701 & 14715 Bodega Road
Sonoma County, CA 94922
APN 026-120-006

SMA 2009-006

12-20-11



OVERALL SITE PLAN

SCALE: 1" = 700'-0"

SMA

Steve Martin Associates, Inc.
130 South Main Street, Suite No. 201
Sebastopol, CA 95472
Office (707) 824-9730, Fax (707) 824-9707
Web: www.SMAAssociates.Net

OVERALL SITE PLAN

Kistler Vineyards Winery
14701 & 14715 Bodega Hwy
Sonoma County, CA 94922
APN 026-120-006

SMA 2009-006

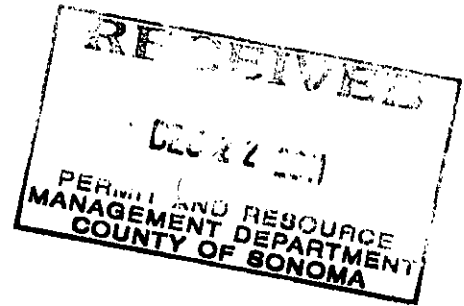
12-20-11

Kistler Vineyards

December 16, 2011

Sonoma County Permit & Resource Management Department
2550 Ventura Avenue
Santa Rosa CA 95403

Attention: All Staff



RE: Kistler Vineyards Winery
14701 & 14715 Bodega Avenue
Bodega, CA 94922
APN 026-120-006
Letter of Authorization
Project No. 2009006

Dear Staff:

The purpose of this letter is to advise Sonoma County Permit & Resource Management Department that Steven M. Martin P.E. of Steve Martin Associates, Inc. is my authorized agent for the permitting work associated with the development projects at the Kistler Vineyards Winery property located at 14701 & 14715 Bodega Avenue in Bodega, CA (APN 026-120-006). Steve Martin is authorized to sign permitting documents for all state and county related permits and associated planning forms.

I trust the above adequately addresses the authorization requirements of the department.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve Kistler".

Steve Kistler
Owner

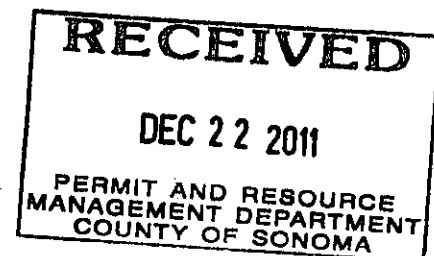
cc: Steve Martin

AGRICULTURAL EMPLOYEE HOUSING

PROPOSAL STATEMENT

The Kistler Vineyards property located at 14701 Bodega Highway in Bodega, California (APN 026-120-006) is a 250.6 acre agricultural parcel that has a current and historic sheep operation. The sheep operation consistently runs 250 to 300 sheep on the ranch. In addition to the sheep operation, 34 acres of vineyard area has been developed along with irrigation reservoir, wells and related infrastructure. The vineyard is staked and vines will be planted in the spring of 2012. A new winery is also being developed on the property and will process the grapes grown on site.

The agricultural operation of sheep farming on the ranch supports the allowance of a full-time agricultural employee unit. The existing 2,132+/- SF house on site will be a designated agricultural employee unit.



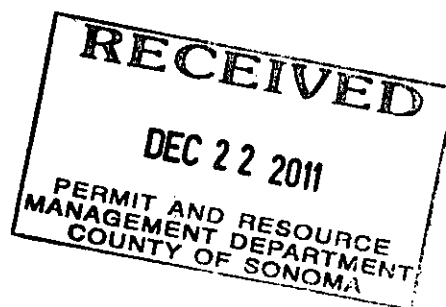
AGRICULTURAL EMPLOYEE HOUSING

AFFIDAVIT

The agricultural use on the property located at 14701 Bodega Highway in Bodega, California (APN 026-120-006) is a current and historic sheep operation that runs 250 to 300 sheep on the ranch in addition to the 34 acres of vineyard being planted for wine production. The proposed agricultural employee dwelling will be used for agricultural employee housing.



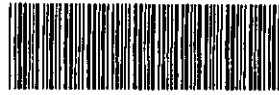
Steve Kistler



RECORDING REQUESTED BY
First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:**

Stephen W. Kistler
14701 Bodega Hwy 4707 Vine Hill Road
Petaluma, CA 95472
Sebastopol



2008099604

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

FIRST AMERICAN TITLE CO.
11/03/2008 13:51 DEED
RECORDING FEE: 32.00
COUNTY TAX: 8030.00
PAID

9 PGS



Space Above This Line for Recorder's Use Only

A.P.N.: 026-120-006-000 and 026-120-007-000

File No.: 4904-3140068 (CG)

GRANT DEED

*Signed in Counter-
part*

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$8,030.00; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

- [☒] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[☒] unincorporated area; [] City of Petaluma, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Edward J. Pozzi and Paul J. Pozzi and Martin G. Pozzi each, as to a life estate; and Edward J. Pozzi, an unmarried man and Martin G. Pozzi, a married man dealing with his separate property and Paul J. Pozzi, a married man dealing with his separate property and Eileen C. Jensen, a married woman dealing with her separate property and Irene T. Santos, a married woman dealing with her separate property and Barbara J. Gonnella, a married woman dealing with her separate property, and Judy Mercleca, an unmarried woman, who acquired title as Judy Ann Marcia and Mary P. Pozzi, a single woman and Lisa Witz, a married woman dealing with her separate property, who acquired title as Lisa Marie Pozzi

hereby GRANTS to Stephen W. Kistler, a married man

the following described property in the Unincorporated Area of Petaluma, County of Sonoma, State of California:

COMMENCING AT A POST MARKED A.C. NO. 3 AND C.J. NO. 1, STANDING ON THE SOUTH BANK OF SALMON CREEK IN THE EAST LINE OF THE RANCHO ESTERO AMERICANO; THENCE FIRST, NORTH 16° WEST 81.20 CHAINS TO A STAKE MARKED W. AND E.A.; SECOND, WEST 29.00 CHAINS TO A STAKE MARKED 4.9.1.X; THIRD, SOUTH 10° EAST 14.82 CHAINS TO A STAKE AND MOUND OF ROCKS; FOURTH, SOUTH 14-1/4° EAST 35.00 CHAINS TO A STAKE ON EAST BANK OF SMALL CREEK; FIFTH, SOUTH 2-1/2° WEST DOWN CREEK 8.85 CHAINS; SIXTH, SOUTH 38° EAST 3.28 CHAINS; SEVENTH, SOUTH 11-1/2° EAST 17.45 CHAINS; EIGHT, SOUTH 8.40 CHAINS; NINTH, SOUTH 16-1/2° WEST 7.45 CHAINS TO THE MIDDLE OF THE ROAD TO BODEGA PORT; TENTH, SOUTH 32° EAST 2.10 CHAINS TO A STAKE STANDING IN SALMON CREEK; THENCE UP SALMON CREEK; ELEVENTH, NORTH 52° EAST 3.00 CHAINS; TWELFTH, SOUTH 68-1/2° EAST 1.68 CHAINS; THIRTEENTH, NORTH 45-1/2° EAST 3.00 CHAINS; FOURTEENTH, NORTH 33-1/2° EAST 7.83 CHAINS; FIFTEEN, NORTH 74-1/4° EAST 4.31 CHAINS; SIXTEENTH, NORTH 54-1/4° EAST 11.80 CHAINS; SEVENTEENTH, SOUTH 87-3/4° EAST 2.27 CHAINS; EIGHTEENTH, SOUTH 72-1/2° EAST 6.28 CHAINS; NINETEENTH, NORTH 87-1/4° EAST, 3.73 CHAINS TO THE POINT OF BEGINNING. CONTAINING 264-356/1000 ACRES. COURSES MAGNETIC.

BEGINNING THE SAME LANDS CONVEYED TO MARTIN FARRELL BY F. S. WENSINGER, BY DEED DATED MARCH 9, 1878 AND RECORDED IN BOOK 63 OF DEEDS, AT PAGE 508, SONOMA COUNTY RECORDS.

Mail Tax Statements To: SAME AS ABOVE

Date: **10/30/2008**

EXCEPTING THEREFROM, THE LANDS DEEDED TO COUNTY OF SONOMA, AND DESCRIBED IN THE FOLLOWING DEEDS:

(1) DEED DATED JUNE 10, 1925, RECORDED JUNE 11, 1925 IN BOOK 110 OF OFFICIAL RECORDS, PAGE 189, SONOMA COUNTY RECORDS.

(2) DEED DATED OCTOBER 15, 1931 AND RECORDED OCTOBER 17, 1931 IN BOOK 304 OF OFFICIAL RECORDS, PAGE 388, SONOMA COUNTY RECORDS.

(3) DEED DATED MAY 27, 1937 AND RECORDED JUNE 11, 1937, UNDER RECORDER'S SERIAL NO. A-83166, SONOMA COUNTY RECORDS, AND RE-RECORDED JUNE 22, 1937, UNDER RECORDER'S SERIAL NO. A-83527, SONOMA COUNTY RECORDS.

ALSO SAVING AND EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 21, 1965 IN BOOK 2136, PAGE 963, UNDER RECORDER'S SERIAL NO. J-49329, SONOMA COUNTY RECORDS.

Date: **10/29/2008**

A.P.N.: 026-120-006-000 and 026-120-007-000

File No.: 4904-3140068 (CG)

Dated: **10/29/2008**~~XXXXXXXXXX~~

Paul J. Pozzi

Martin J. Pozzi

Edward J. Pozzi

Martin G. Pozzi

Paul J. Pozzi

Eileen C. Jensen

Irene T. Santos

Barbara J. Gonnella

Judy Mercieca

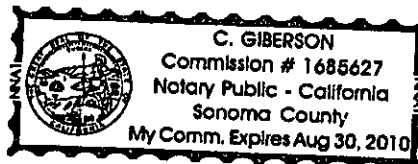
Mary P. Pozzi

Lisa Witz

STATE OF Calif)
COUNTY OF Sonoma)On Oct 31 2008, before me, C. Giberson, Notary
Public, personally appeared Eileen C. Jensen, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature

C. GibersonMy Commission Expires: 6/30/08

This area for official notarial seal

Notary Name: _____

Notary Phone: _____

Notary Registration Number: _____

County of Principal Place of Business: Sonoma

Date: **10/30/2008**

A.P.N.: 026-120-006-000 and 026-120-007-000

File No.: 4904-3140068 (CG)

Dated: **10/30/2008**~~Edward J. Pozzi~~

Paul J. Pozzi

Martin J. Pozzi

Edward J. Pozzi

Martin G. Pozzi

Paul J. Pozzi

Eileen C. Jensen

Irene T. Santos

Barbara J. Gonnella

Judy Mercieca

Mary P. Pozzi

Lisa Witz

STATE OF Calif.)SS
COUNTY OF San Diego)On Oct. 30-08, before me, Betty Jane Witz, Notary Public, personally appeared LISA WITZ

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

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

WITNESS my hand and official seal.

Signature

Betty Jane WitzMy Commission Expires: Feb. 28, 2010

This area for official notarial seal

Notary Name: Betty Jane WitzNotary Phone: 760-757-4488Notary Registration Number: 1648176County of Principal Place of Business: San Diego

Date: 10/29/2008

A.P.N.: 026-120-006-000 and 026-120-007-000

File No.: 4904-3140068 (CG)

Dated: 10/29/2008

~~Edward J. Pozzi~~

Martin G. Pozzi

Martin G. Pozzi

Paul J. Pozzi

Edward J. Pozzi

Paul J. Pozzi

Eileen C. Jensen

Barbara J. Gonnella

Mary P. Pozzi

Irene T. Santos

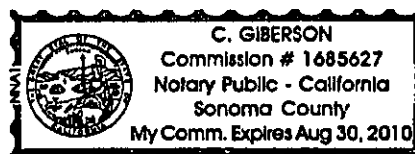
Judy Mercieca

Lisa Witz

STATE OF Calif.)SS
COUNTY OF Sonoma)On Oct 31 2008, before me, C. Giberson, Notary
Public, personally appeared Martin G. Pozzi, Edward J. Pozzi, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature

C. GibersonMy Commission Expires: Oct 31 2010 This area for official notarial seal

Notary Name: _____

Notary Phone: _____

Notary Registration Number: _____

County of Principal Place of Business: Sonoma

Date: **10/29/2008**

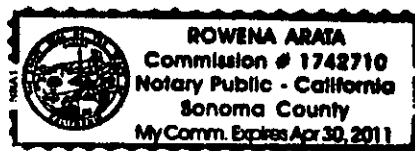
A.P.N.: 026-120-006-000 and 026-120-007-000

File No.: 4904-3140068 (CG)

Dated: 10/29/2008Edward J. PozziPaul J. PozziMartin J. PozziEdward J. PozziMartin G. PozziPaul J. PozziEileen C. JensenIrene T. SantosBarbara J. GonnellaJudy MerciecaMary P. PozziLisa WitzSTATE OF California)SS
COUNTY OF Sonoma)On October 30, 2008, before me, Rowena Arata, Notary
Public, personally appeared Irene T. Santos, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature

Rowena ArataMy Commission Expires: April 30, 2011

This area for official notarial seal

Notary Name: Rowena Arata
Notary Registration Number: 1742710
CommissionNotary Phone: (707) 525-8800
County of Principal Place of Business: Sonoma

STATE OF Calif.)SS
COUNTY OF San DiegoOn Oct 30, 2008, before me, Betty Jane Witz Notary
Public, personally appeared LISA WITZ

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

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

WITNESS my hand and official seal.

Signature

Betty Jane WitzMy Commission Expires: Feb. 28, 2010 This area for official notarial sealNotary Name: Betty Jane Witz Notary Phone: 760-757-4488
Notary Registration Number: 1648176 County of Principal Place of Business: SAN DIEGO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: 4904-3140068 (CG)

APN No: 026-120-006-000

STATE OF California)SS
COUNTY OF Sonoma)

On October 29, 2008 before me, C. Giberson, Notary Public, personally appeared

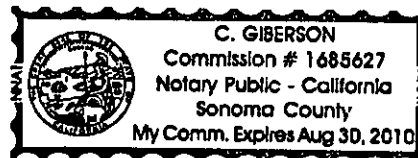
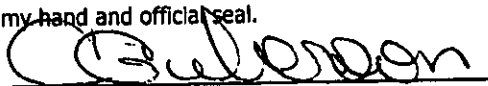
Barbara J. Gonnella and Mary P. Pozzi

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

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

WITNESS my hand and official seal.

Signature



This area for official notarial seal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California)
COUNTY OF Sonoma)SS

File No: 4904-3140068 (CG)

APN No: 026-120-006-000

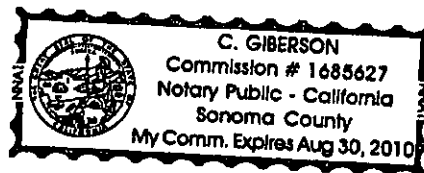
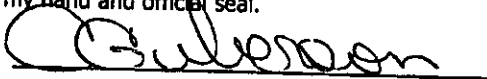
On October 30, 2008 before me, C. Giberson, Notary Public, personally appeared Paul J. Pozzi and Judy Mercleca

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

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

WITNESS my hand and official seal.

Signature



This area for official notarial seal.



COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

DATE: January 19, 2012
TO: Stephen W. Kistler, property owner
FROM: Traci Tesconi, Project Planner III
SUBJECT: ZPE11-0679; 14701 Bodega Highway, Sebastopol

Attached please find the Agricultural Employee Agreement and Covenant document required for processing the above referenced Zoning Permit for the proposed Full Time Agriculture Employee dwelling unit. The request is to convert the existing single family residence on the project site to a Full Time Agricultural Employee dwelling unit for the existing commercial sheep and commercial vineyard operations. If any of the original project proposal has been changed, please contact me.

Please review the document, and then have your signature notarized by a Public Notary. Please return the signed and notarized document to me at PRMD. If you have any questions or need further information, please contact me at (707) 565-1903 or Traci.Tesconi@sonoma-county.org. I appreciate your cooperation in this matter.

cc. Steve Martin, RCE
File ZPE11-0679 ✓




COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

DATE: January 30, 2012

TO: David Hurst, Deputy Office of County Counsel

**VIA: COURIER
SERVICE**

FROM: Traci Tesconi, Project Planner III 

SUBJECT: ZPE11-0679; 14701 Bodega Highway, Sebastopol .
Agricultural Covenant and Agreement
Property Owner: Stephen W. Kistler

Attached is the original Agricultural Employee Covenant and Agreement to convert an existing primary residence to a Full-Time Agricultural Employee residence on the above referenced property. Please review and sign in the appropriate place and return to me. Any questions, please contact me at extension # 1903. Thank you for your assistance in this matter.

cc: ZPE11-0679 

2012012689

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Permit and Resource
Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403-2829

OFFICIAL RECORDS OF
SONOMA COUNTY

SONOMA COUNTY PERMIT AND JANICE ATKINSON

02/08/2012 11:31 AGM

RECORDING FEE: \$0.00

PAID

10 PGS



CONFORMED COPY

Record free per Gov. Code 27383

**AGRICULTURAL AGREEMENT AND COVENANT
(Full-time Agricultural Employee Housing - On-Site)**

This Agricultural Agreement and Covenant ("Covenant") is made by and between Stephen W. Kistler ("**OWNER**"), and the County of Sonoma, a political subdivision of the State of California (hereinafter "**COUNTY**"), and is dated for convenience as of January 19, 2012.

RECITALS

A. OWNER is the owner of and conducts agricultural operations on the real property located at 14701 Bodega Highway, Sebastopol, California, Assessor's Parcel No. 026-120-006 (hereinafter "the Agricultural Property"). A legal description of the Agricultural Property is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. The Agricultural Property is designated "Resources and Rural Development" in the Sonoma County General Plan ("the General Plan") and "RRDWA (Resources and Rural Development - Agricultural Preserve)" in the Sonoma County Zoning Code ("the Zoning Code"). The Resources and Rural Development general plan land use category and the RRDWA zoning district allow full-time agricultural employee housing, subject to the criteria set forth in the Zoning Code.

C. OWNER desires to construct or place one (1) dwelling unit of full-time agricultural employee housing ("the Full-time Agricultural Employee Housing") by the conversion of an existing single family residence to the said full-time agricultural employee housing dwelling unit on the Agricultural Property in accordance with the requirements of the Zoning Code. **OWNER** also desires, in connection with the construction or placement of the Full-time Agricultural Employee Housing on the Agricultural Property, to obtain a waiver of park and traffic mitigation fees from **COUNTY**.

D. COUNTY may waive park and traffic mitigation fees for full-time agricultural employee housing where the property owner enters into a covenant providing for the payment of such fees in the event that the housing is later converted to another use. The covenant must also acknowledge that in the event that the agricultural use on the Agricultural Property is terminated, the full-time agricultural employee housing shall become a legal nonconforming residential use.

E. OWNER and **COUNTY** desire to enter into this Covenant to provide for the waiver of park and traffic mitigation fees for the Full-time Agricultural Employee Housing, and to set forth the understanding of the parties with respect to what will occur in the event that the Full-time Agricultural Employee Housing is converted to another use.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, conditions, and promises contained herein, **OWNER** and **COUNTY** agree as follows:

1. **Use of the Full-time Agricultural Employee Housing.** **OWNER** warrants that he intends to use the Full-time Agricultural Employee Housing exclusively to house full-time agricultural employees and their families.

2. **Conversion of the Full-time Agricultural Employee Housing to Another Use.** Except as otherwise provided herein, in the event that the Full-time Agricultural Employee Housing is converted to a use other than housing full-time agricultural employees and their families, **OWNER** shall notify **COUNTY** of the conversion and the converted housing shall, within sixty (60) days after conversion, either be vacated, removed, or, if the new use is otherwise permitted under the General Plan and Zoning Code, brought into compliance with applicable federal, state, and local statutes, ordinances, rules, and regulations in effect at the time of conversion. If **OWNER** fails to either vacate or remove the converted housing or bring it into compliance with all applicable federal, state, and local requirements within such sixty (60) day period, the converted housing shall be deemed a violation of the Zoning Code and subject to abatement.

3. **Effect of Termination of the Agricultural Use.** In the event that the agricultural use on the Agricultural Property is terminated, the Full-time Agricultural Employee Housing shall become a legal nonconforming residential use subject to the nonconforming use provisions of the Zoning Code.

4. **Effect of Change in Designation.** In the event that **COUNTY** changes

the Agricultural Property's designation under the General Plan and the Zoning Code to a designation other than an agricultural or resource designation, the Full-time Agricultural Employee Housing shall, unless authorized by the new designation, become a legal nonconforming residential use subject to the nonconforming use provisions of the Zoning Code.

5. **Waiver of Mitigation Fees.** **OWNER** acknowledges that park and traffic mitigation fees are due and payable to **COUNTY** in connection with the construction or placement of the Full-time Agricultural Employee Housing on the Agricultural Property. During the term of this Covenant, **COUNTY** agrees to waive payment of such fees unless and until the Full-time Agricultural Employee Housing is converted to a use other than housing full-time agricultural employees and their families. In the event that the Full-time Agricultural Employee Housing is converted to a use other than housing full-time agricultural employees and their families, the park and traffic mitigation fees existent at the time of conversion shall be immediately due and payable to **COUNTY** by the then owner of the Agricultural Property. If the Full-time Agricultural Employee Housing consists of multiple units and less than the total number of units are converted to a use other than housing full-time agricultural employees and their families, the amount of park and traffic mitigation fees to be paid pursuant to this paragraph shall be prorated by dividing the number of units converted into the total number of units constructed or placed on the Agricultural Property pursuant to this Covenant. Upon the expiration of the term of this Covenant, **COUNTY** agrees to permanently waive payment of the park and traffic mitigation fees due and payable in connection with the construction or placement of the Full-time Agricultural Employee Housing on the Agricultural Property.

6. **Term of Covenant.** This Covenant shall be effective as of the date of its recordation by **COUNTY**, and shall continue in full force and effect for so long as the Full-time Agricultural Employee Housing is in existence, regardless of its use. Upon the expiration of this Covenant, if requested by **OWNER**, **COUNTY** shall record an instrument acknowledging such expiration.

7. **Enforcement and Inspection.** **OWNER** intends and hereby specifically provides that **COUNTY** shall have the right to enforce this Covenant, and that **COUNTY** shall have the right to enter upon the Agricultural Property for the purpose of inspection to ensure protection of its rights hereunder after giving twenty-four hours prior notice to **OWNER** and the occupants of the Full-time Agricultural Employee Housing. **OWNER** and **COUNTY** acknowledge and agree and specifically intend that **COUNTY** shall not have any right of control over or duties or responsibilities with respect to the Agricultural Property which would subject **COUNTY** to any liability for injury occurring upon the Agricultural Property inasmuch as **COUNTY** shall not have

the right to go upon the Agricultural Property for the purpose of correcting any dangerous conditions as defined by applicable statute.

8. **No Waiver.** The waiver by one party of the performance of any covenant, condition, or promise contained in this Covenant shall not invalidate this Covenant nor shall it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by any or all parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time.

9. **Amendment.** If circumstances arise under which an amendment or modification of this Covenant would be appropriate, **OWNER** and **COUNTY** may mutually agree to amend this Covenant. Any such amendment shall be in writing and recorded in the office of the Sonoma County Recorder.

10. **Liberal Construction.** Notwithstanding any general rule of construction to the contrary, it is the intention of the parties that this Covenant shall be liberally construed to effectuate its purposes. If any provision of this Covenant is found to be ambiguous, an interpretation consistent with the purposes of this Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

12. **Severability.** If any provision of this Covenant is found to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Covenant.

13. **Covenant to Bind Successors.** Throughout its term, this Covenant shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running with the Agricultural Property, and shall be binding upon and inure to the benefit of **OWNER**, his personal representatives, heirs, successors, and assigns, and all persons claiming by or through them pursuant to California law.

14. **Notices.** Any notice, demand, request, or other communication that either party desires or is required to give to the other under this Covenant shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier, or delivery service addressed as follows:

To OWNER:

Stephen W. Kistler
4707 Vine Hill Road
Sebastopol, CA., 95472

and, if different than the above, also to the most current address shown on the County Tax Assessment Roll for the Agricultural Property.

To COUNTY:

Sonoma County Permit and
Resource Management Department
Attn: Traci Tesconi
File No. ZPE11-0679
2550 Ventura Avenue
Santa Rosa, CA 95403

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 given upon deposit in the United States mail. In all other instances, notice shall be deemed given at the time of actual delivery. Changes may be made in the names and addressees of the persons to whom notices, demands, requests, or other communications are to be given by giving notice pursuant to this paragraph.

15. No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of OWNER's title in any respect.

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

17. Number and Gender. Wherever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

18. Owner and County. Wherever used herein, the terms "OWNER" and "COUNTY," and any pronouns used in place thereof, shall mean and be construed to include the above-named OWNER and his personal representatives, heirs, successors, and assigns, and all persons claiming by or through them pursuant to California law, and the above-named COUNTY, its successors and assigns, respectively.

19. Full-time Agricultural Employees. Wherever used herein, the term "full-time agricultural employees," and any pronouns used in place thereof, shall mean persons

employed on the Agricultural Property for agricultural purposes on a full-time basis.

20. Integration. This Covenant is the final and complete expression of the agreement between the parties and all prior or contemporaneous agreements written or oral are merged into this instrument.

21. Execution. OWNER shall execute this Covenant, cause the same to be acknowledged, and deliver said executed and acknowledged instrument to COUNTY in such form as to permit its acceptance by COUNTY and recordation in the Office of the Sonoma County Recorder.

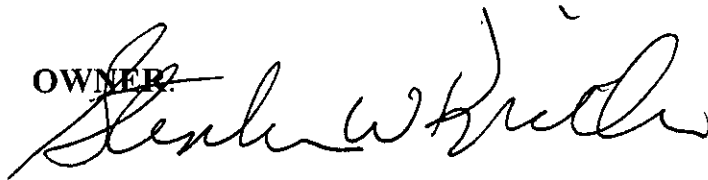
22. No Liens, Encumbrances, or Conveyances. OWNER warrants that after he has executed this Covenant he will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Agricultural Property until such time as this Covenant has been accepted and recorded by COUNTY.

23. Authority to Bind Parties. OWNER and COUNTY each warrant and represent that the person or persons executing this Covenant on their behalf have full and complete legal authority to do so and to thereby bind them to this Covenant.

24. Captions. The captions in this Covenant are solely for convenience of reference. They are not a part of this Covenant and shall have no effect upon its construction or interpretation.

IN WITNESS WHEREOF, OWNER and COUNTY have executed this Covenant as set forth below.

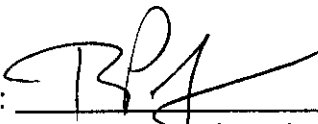
OWNER:

A handwritten signature in black ink, appearing to read "Stephen W. Kistler", written over a horizontal line.

Stephen W. Kistler

Notary document attached

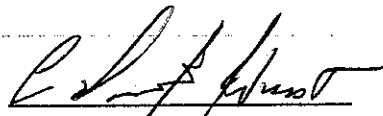
COUNTY:
County of Sonoma

By: 

Director, Permit and Resource Management
Department

**NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL
SIGNATORIES.**

APPROVED AS TO FORM:

By: 

Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

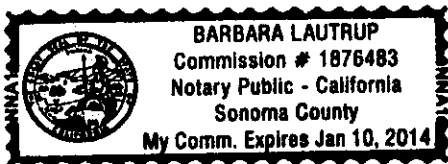
On January 24, 2012
Date

before me,

Barbara Lautrup, Notary Public
Here Insert Name and Title of the Officer

personally appeared Stephen W. Kistler
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Barbara Lautrup
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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RIGHT THUMBPRINT
OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

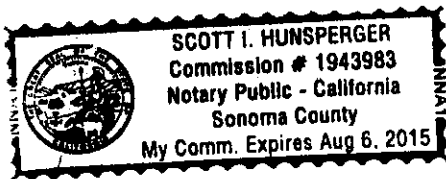
State of California

County of SONOMA

On February 7, 2012 before me, SCOTT I. HUNSPERGER, NOTARY PUBLIC
Date Here insert Name and Title of the Officer

personally appeared PETE PARKINSON
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Scott I. Hunspurger
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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Exhibit "A"

PRMD File Number: ZPE11-0679

the following described property in the Unincorporated Area of **Petaluma**, County of **Sonoma**, State of **California**:

COMMENCING AT A POST MARKED A.C. NO. 3 AND C.J. NO. 1, STANDING ON THE SOUTH BANK OF SALMON CREEK IN THE EAST LINE OF THE RANCHO ESTERO AMERICANO; THENCE FIRST, NORTH 16° WEST 81.20 CHAINS TO A STAKE MARKED W. AND E.A.; SECOND, WEST 29.00 CHAINS TO A STAKE MARKED 4.9.1.X; THIRD, SOUTH 10° EAST 14.82 CHAINS TO A STAKE AND MOUND OF ROCKS; FOURTH, SOUTH 14-1/4° EAST 35.00 CHAINS TO A STAKE ON EAST BANK OF SMALL CREEK; FIFTH, SOUTH 2-1/2° WEST DOWN CREEK 8.85 CHAINS; SIXTH, SOUTH 38° EAST 3.28 CHAINS; SEVENTH, SOUTH 11-1/2° EAST 17.45 CHAINS; EIGHT, SOUTH 8.40 CHAINS; NINTH, SOUTH 16-1/2° WEST 7.45 CHAINS TO THE MIDDLE OF THE ROAD TO BODEGA PORT; TENTH, SOUTH 32° EAST 2.10 CHAINS TO A STAKE STANDING IN SALMON CREEK; THENCE UP SALMON CREEK; ELEVENTH, NORTH 52° EAST 3.00 CHAINS; TWELFTH, SOUTH 68-1/2° EAST 1.68 CHAINS; THIRTEENTH, NORTH 45-1/2° EAST 3.00 CHAINS; FOURTEENTH, NORTH 33-1/2° EAST 7.83 CHAINS; FIFTEEN, NORTH 74-1/4° EAST 4.31 CHAINS; SIXTEENTH, NORTH 54-1/4° EAST 11.80 CHAINS; SEVENTEENTH, SOUTH 87-3/4° EAST 2.27 CHAINS; EIGHTEENTH, SOUTH 72-1/2° EAST 6.28 CHAINS; NINETEENTH, NORTH 87-1/4° EAST, 3.73 CHAINS TO THE POINT OF BEGINNING. CONTAINING 264-356/1000 ACRES. COURSES MAGNETIC.

BEGINNING THE SAME LANDS CONVEYED TO MARTIN FARRELL BY F. S. WENSINGER, BY DEED DATED MARCH 9, 1878 AND RECORDED IN BOOK 63 OF DEEDS, AT PAGE 508, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM, THE LANDS DEEDED TO COUNTY OF SONOMA, AND DESCRIBED IN THE FOLLOWING DEEDS:

- (1) DEED DATED JUNE 10, 1925, RECORDED JUNE 11, 1925 IN BOOK 110 OF OFFICIAL RECORDS, PAGE 189, SONOMA COUNTY RECORDS.
- (2) DEED DATED OCTOBER 15, 1931 AND RECORDED OCTOBER 17, 1931 IN BOOK 304 OF OFFICIAL RECORDS, PAGE 388, SONOMA COUNTY RECORDS.
- (3) DEED DATED MAY 27, 1937 AND RECORDED JUNE 11, 1937, UNDER RECORDER'S SERIAL NO. A-83166, SONOMA COUNTY RECORDS, AND RE-RECORDED JUNE 22, 1937, UNDER RECORDER'S SERIAL NO. A-83527, SONOMA COUNTY RECORDS.

ALSO SAVING AND EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED JUNE 21, 1965 IN BOOK 2136, PAGE 963, UNDER RECORDER'S SERIAL NO. J-49329, SONOMA COUNTY RECORDS.