

P

Type



Plans

PLP13-0058

Permit Number

18401

Street Number

HWY 1

Street Name

BBY

Community Code

103-050-003

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: PLP13-0058

Project Address: 18401 HWY 1 BBY

Cross Street: BAY HILL RD

APN: 103-050-003

Description: TWO ZONING PERMITS FOR AG EMPLOYEE DWELLINGS

Printed: Thursday, December 26, 2013
Initialized by: SHUNSPER
Activity Type: C-CPP 1301
PCAS #:

Owner: HAGEMANN BRUCE
PO BOX 1606
BODEGA BAY CA
94923
707 477 1919

Applicant: HOMEWORKS
PO BOX 840
FORESTVILLE CA
95436
707 823 2981

Fees:

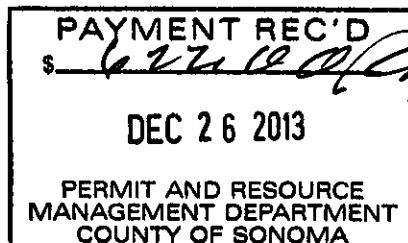
Item#	Description	Account Code	Tot Fee	Prev. Pmts	Cur. Pmts
140	TECH ENHANCEMENT FEE	025015-4040	18.00	.00	.00
1052	ENV REV CEQA EXEMPT DET	025015-3811	34.00	.00	.00
1166	LEVEL II ZONING PERMITS	025015-3829	570.00	.00	.00
			\$622.00	\$0.00	

Total Fees: \$622.00
Total Paid: \$0.00

Balance Due: \$622.00

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

When validated below, this is your receipt.



Planning Application

PJR-001

File#: PLP13-0058

Type of Application:

- Admin Cert. Compliance
- Ag./Timber Preserve
- Cert. of Compliance
- Cert. of Modification
- Coastal Permit
- Design Review Admin.
- Design Review Comm./Ind.
- Design Review Residential
- Design Review Signs
- General Plan Amendment
- Lot Line Adjustment
- Major Subdivision
- Minor Subdivision
- Mobile Home Zoning Permit
- Ordinance Interpretation
- Second Unit Permit
- Specific/Area Plan Amendment
- Use Permit
- Variance
- Zone Change
- Zoning Permit
- Other: _____

Applicant (Contact Person):

Name: HOMEWORKS (Rene de Monchy)
P.O. BOX 840
Mailing Address: FORESTVILLE CA 95436
City/Town: FORESTVILLE State/Zip: CA 95436
Phone: 707-823-2981 Fax: 823-2101
Signature: [Signature] Date: 4-21-09

Owner, if other than Applicant:

Name: BRUCE HAGEMANN
P.O. BOX 1606
Mailing Address: BODEGA BAY, CA. 94923
City/Town: BODEGA BAY State/Zip: CA 94923
Phone: 707-477-1919 Fax: _____
Signature: [Signature] Date: _____

Other Persons to be Notified: (Specify: Agent, Lender, Architect, Engineer, Surveyor, Other owner(s))

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

Project Information:

Address(es): 18401 Hwy 1, BODEGA BAY City/Town: BODEGA BAY
103-050-003 Acreage: 215.30
Assessor's Parcel Number(s): _____
Project Description: ZONING PERMIT FOR SEPTIC SYSTEM FOR AG-EMPLOYEE HOUSE

Site Served by Public Water? yes no Site Served by Public Sewer? yes no Number of new lots proposed 0

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

Planning Area: 1 Supervisorial District: 5 Current Zoning: LEA CC B6-160/640cc 2.5R General Plan Land Use: LEA 160
Specific Plan: Local Coastal S.P. Land Use: _____ Needs CEQA Review? yes no

Commercial/Industrial Uses: (Enter numbers where applicable)

Bldg. sq. ft. Existing: _____ Proposed: _____ Existing Employees: _____ New Employees: _____

Residential Uses: (Enter numbers where applicable)

New Single Family Homes: _____ New Multi-Family Units: _____ New Second Units: _____
New Manufactured Homes: _____ New Units For Sale: _____ New Units For Rent: _____ Density Bonus Units: _____

Violation? yes no; Application resolve planning violation? yes no; Penalty applicable? yes no; Civil Penalty Factor NTA

Previous Files: _____
Application accepted by SCOTT HUNSPERGER Date 12/26/13

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."

[Signature]
Applicant

X [Signature]
Property Owner (if other than applicant)

4-21-09
Date

PCP13-0058
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) 565-110

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Campopiano Law Offices, P.C.
725 College Avenue, Suite 400
Santa Rosa, CA 95404
APN: 103-050-03



2009019108

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

GENERAL PUBLIC
03/05/2009 12:40 DEED
RECORDING FEE: 14.00
PAID

3

PGS



SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST TRANSFER DEED

Grant Deed (Excluded from Reappraisal under Proposition 13, i.e., Calif. Const. Art 13A § 1 et.seq.) The undersigned Grantors declare under penalty of perjury that the following is true and correct:

THERE IS NO CONSIDERATION FOR THIS TRANSFER.

There is no Documentary transfer tax due. This is a Trust Transfer under § 62(d) of the Revenue and Taxation Code: Transfer to a revocable trust. Revenue and Taxation Code Section 11930.

GRANTOR: BRUCE E. HAGEMANN and PAMELA J. HAGEMANN, His Wife, as Joint Tenants, hereby grant to BRUCE E. HAGEMANN and PAMELA J. HAGEMANN, trustees, or successor trustee(s) of the HAGEMANN 2009 TRUST DATED FEBRUARY 24, 2009, all that real property situate in the unincorporated area of the County of Sonoma, State of California, described as follows:

Legal Description: See Exhibit "A" attached hereto and made a part hereof.

APN: 103-050-03

Property Address: 18401 Highway 1, Bodega, CA 94923

DATED: February 24, 2009

Grantors - Transferors

X Bruce E. Hagemann
BRUCE E. HAGEMANN

X Pamela J. Hagemann
PAMELA J. HAGEMANN

Mail future tax statements to: Bruce E. Hagemann And Pamela J. Hagemann, P. O. Box 1606, Bodega Bay, CA 94923

State of California)
)
County of Sonoma)

On February 24, 2009, before me, Heather L. Campopiano, Notary Public, personally appeared BRUCE E. HAGEMANN and PAMELA J. HAGEMANN, 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 _____ (Seal)

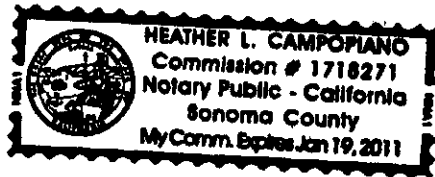


EXHIBIT "A"

COMMENCING at a post marked "A", standing at the point where the East line of the Bodega Rancho crosses The Bodega Highway from which a natural mound of rocks five feet high bears South 5-1/2° East, 2.43 chains; thence the bearings having reference to the magnetic meridian, South 68-1/2° West, 30.00 chains to a post marked "B", South 44-1/2° West, 9.00 chains to a post marked "C", South 42-1/2° West, 4.50 chains to a post marked "D", South 54-1/2° West, 17.60 chains to the Northeast corner of Columbus Carlton's tract; North 46° West, 14.80 chains; North 33-1/4° West, 15.87 chains; North 10° East, 13.23 chains; North 24-1/2° East, 4.81 chains; North 51-3/4° East, 5.00 chains; North 60° East, 3.00 chains; North 79-1/2° East 6.25 chains; North 79° East, 3.20 chains; South 87-1/2° East, 4.78 chains; South 71-1/2° East, 4.43 chains; South 70-1/2° East, 6.07 chains; North 72-1/2° East 31.40 chains to the East line of the Bodega Rancho; South 16-1/2° East, on said East line of said Bodega Rancho 24.27 chains, to the point of beginning. Being a portion of the Bodega Rancho.

EXCEPTING THEREFROM all that portion thereof conveyed to the County of Sonoma by Deed dated July 7, 1954 and recorded under Recorder's Serial No. E-25421, Sonoma County Records.

A. P. No. 103-050-03



COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

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

January 3, 2014

Homeworks
Attn: Rene DeMonchy
PO Box 840
Forestville, CA 95436

Re: File # PLP13-0058, 18401 Highway 1, Bodega Bay

Dear Mr. DeMonchy:

This letter is in reference to your request to designate an existing residence as an Agricultural Employee Dwelling Unit and construct a new Agricultural Employee Dwelling Unit. An Agricultural Agreement and Covenant has been prepared for your project and is enclosed. Please check to see that the owners' (Grantors') names are correct and have the document signed and notarized by all owners of the subject property. Please return the notarized Agreement to the Permit and Resource Management Department (PRMD) to the attention of Scott Hunsperger. Upon receipt of this document, the item will be signed by County Counsel and the Director of PRMD on behalf of the County of Sonoma. The document will then be recorded finalizing the process.

Please remember you still must submit Items 2, 3, and 4 of the Required Application Materials as described on the attached form. The Agricultural Agreement and Covenant will not be recorded until I receive these documents to add to the file.

If you have any questions, please feel free to give me a call at (707) 565-2404 or by e-mail at scott.hunsperger@sonoma-county.org.

Sincerely,

Scott Hunsperger
Project Planner

cc: File # PLP13-0058
Bruce Hagemann



PH (707) 604-7432
FAX (707) 604-7389
P.O. BOX 840
FORESTVILLE, CA 95436-0840

PRMD
2550 Ventura Av.
Santa Rosa, CA 95403

12-29-13

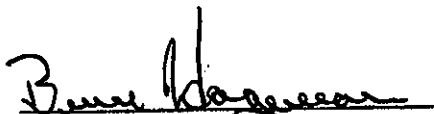
PROPOSAL STATEMENT AND AFFIDAVIT: 2 AG-EMPLOYEE HOUSES

PLP13-0058
18793 & 18797 Hwy. 1, Bodega Bay
A.P.#: 103-050-003

The Hagemann Ranch desires to build a new home for an agricultural employee per plans recently submitted under BLD13-6289. There is also an older existing ag-employee house on the ranch. PRMD has requested that both ag-employee houses be memorialized as such under zoning permit PLP13-0058. This Proposal Statement seeks to accommodate this request. There also exists a main house on the ranch, occupied by the owners, built under permit B-055161 in 1983.

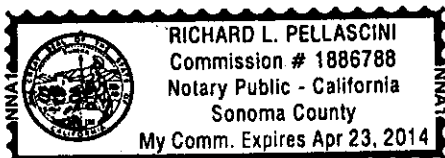
The ranch currently has over 100 beef cattle and approximately 540 head of sheep, as well as a trout farm.

The undersigned owner hereby certifies that the ag-employee homes are (will) be used solely to house agricultural employees working the ranch.


Bruce Hagemann, property owner,
Hagemann Ranch

12/30/13
Date

State of California
County of Sonoma
Subscribed and sworn to (or affirmed) before me one this 30 day of Dec, 2013,
by Bruce Hagemann, personally known to me or proved to me
on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Richard Pellascini

CA. LIC. # 374307
PLANNING & BUILDING CONSULTATION

RECORDING REQUESTED BY

Transamerica Title Insurance Co.

AND WHEN RECORDED MAIL TO

Name: Mr. & Mrs. Bruce E. Hagemann
Street Address: 18401 Highway 1
City: Bodega, California, 94923
State:
Zip:

Recorded At Request of
S. Hagemann
at 13:00 on 3/19/79

MAR 23 1979

OFFICIAL RECORDS
SONOMA COUNTY CALIF.

Cherie J. Hagemann
County Recorder

T 80100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name: Same As Above
Street Address:
City:
State:
Zip:

DOCUMENTARY TRANSFER TAX \$ None

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,

OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Stanley G. Hagemann
Signature of Declarant or Agent determining tax. Firm Name

GRANT DEED

(Escrow No.)

By this instrument dated March 19, 1979, for a valuable consideration,

STANLEY G. HAGEMANN and PHYLLIS J. HAGEMANN,
His Wife

hereby GRANTS to
BRUCE E. HAGEMANN and PAMELA J. HAGEMANN, His Wife,
as Joint Tenants

the following described Real Property in the State of California, County of Sonoma

~~XXXXX~~ Unincorporated Area

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

Witnessed By:
H.D. Buxton
H.D. Buxton

Stanley G. Hagemann

hereby GRANTS to

BRUCE E. HAGEMANN and PAMELA J. HAGEMANN, His Wife,
as Joint Tenants

the following described Real Property in the State of California, County of Sonoma

~~XXXXX~~ Unincorporated Area

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

Witnessed By:

H.D. Buxton

H.D. Buxton

Stanley G. Hagemann

Stanley G. Hagemann

Phyllis J. Hagemann

Phyllis J. Hagemann

Form No. 3-10 Revised 9-67

STATE OF CALIFORNIA

COUNTY OF Sonoma

On....., 1979....., before me, the undersigned, a Notary Public in and for said
SS. County and State, personally appeared Stanley G. Hagemann and Phyllis
J. Hagemann..... known to me to be the

person s whose name s..... are..... subscribed to the within instrument, and acknowledged to me that..... they..... executed the same.

Notary's Signature

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

COMMENCING at a post marked "A", standing at the point where the East line of the Bodega Rancho crosses said road from which a natural mound of rocks five feet high bears South 5-1/2° East, 2.43 chains; thence the bearings having reference to the magnetic meridian, South 68-1/2° West, 30.00 chains to a post marked "B", South 44-1/2° West, 9.00 chains to a post marked "C", South 42-1/2° West 4.50 chains to a post marked "D", South 54-1/2° West, 17.60 chains to the Northeast corner of Columbus Carlton's tract; North 46° West, 14.80 chains; North 33-1/4° West, 15.87 chains; North 10° East, 13.23 chains, North 24-1/2° East, 4.81 chains; North 51-3/4° East, 5.00 chains; North 60° East, 3.00 chains; North 79-1/2° East 6.25 chains; North 79° East, 3.20 chains; South 87-1/2° East, 4.78 chains; South 71-1/2° East, 4.43 chains; South 70-1/2° East, 6.07 chains; North 72-1/2° East 31.40 chains to the East line of the Bodega Rancho; South 16-1/2° East, on said East line of said Bodega Rancho 24.27 chains, to the point of beginning; containing 217-1/10 acres of land, more or less. Being a portion of the Bodega Rancho.

EXCEPTING THEREFROM all that portion thereof conveyed to the County of Sonoma by Deed dated July 7, 1954 and recorded under Recorder's Serial No. E-25421, Sonoma County Records.

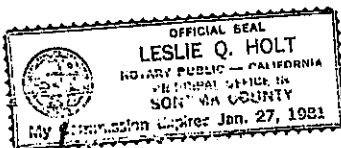
A. P. No. I03-050-03.

STATE OF CALIFORNIA
COUNTY OF Sonoma

}SS

ON March 21, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared H. D. Buxton known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposes and says that he resides in Sonoma County; that he was present and saw Stanley G. Hagemann and Phyllis J. Hagemann personally known to him to be the same person(s) described in and who executed the said within instrument as the parties thereto, sign, seal and deliver the same; and that said parties duly acknowledged in the presence of said affiant that they executed the same, and that he, the said affiant, did thereupon at their request subscribed his name as a witness thereto.

T 80100



Notary's Signature

Leslie Q. Holt

WITNESS ACKNOWLEDGMENT
Form No 18

END OF DOCUMENT

Date: 04-27	Reviewed:
By: [Signature]	By: [Signature]
Job No.:	Job No.:
Drawn By:	Drawn By:
Scale:	Scale:
Sheet:	Sheet:

Job No.
 Drawn By:
 RABLL

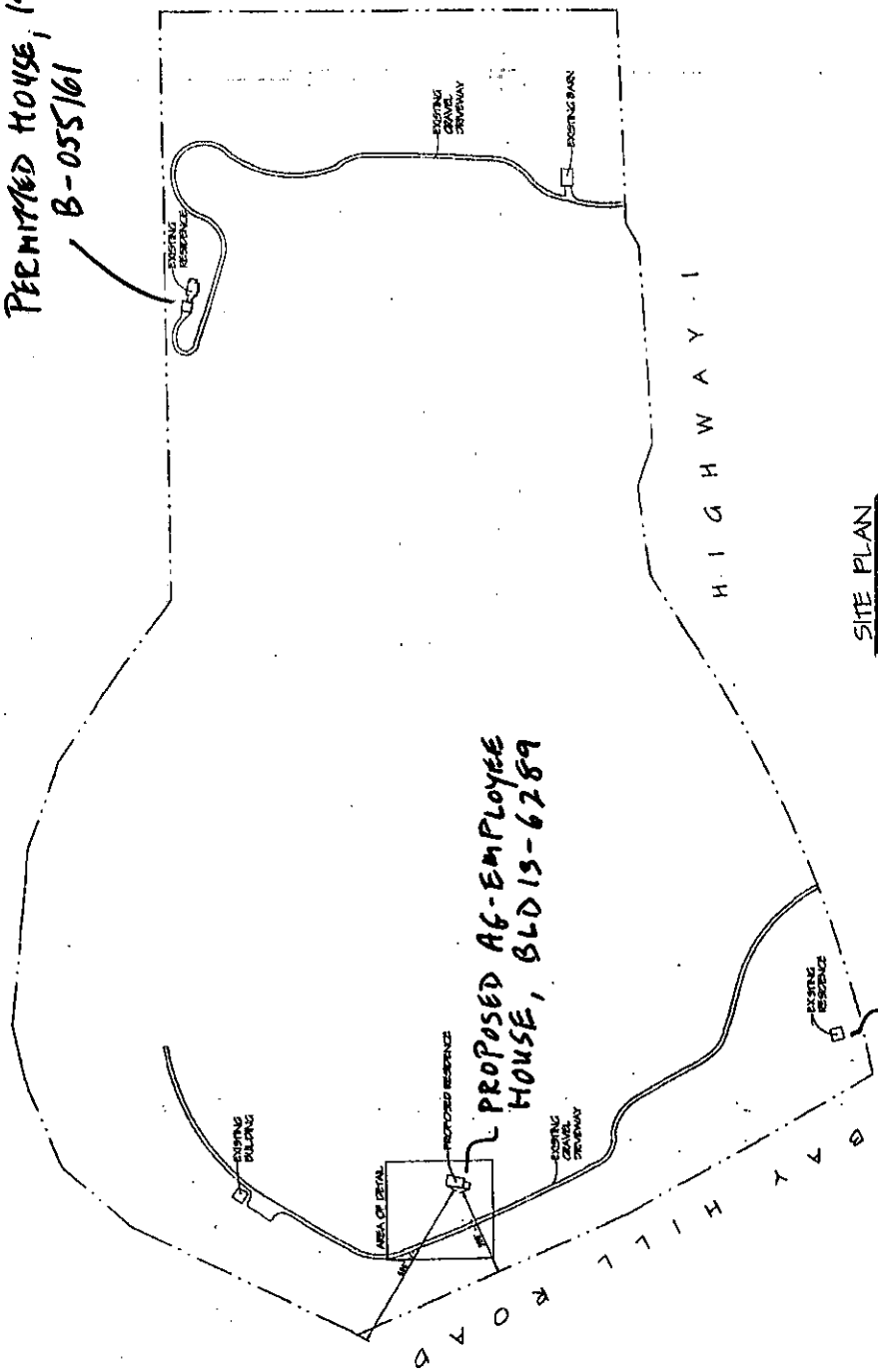
Bruce Hagemann
 18401 Highway 1, Rockledge Bay, CA
 Site Plan Port

Rick Koppewitz
 2725 Village Blvd, Dennis Rose, CA 94902
 Phone: (707) 925-1447
 Email: rkopp@earthlink.net

Sheet:
 1 2

PERMITTED HOUSE, 1983
 B-055161

HAGEMANN RANCH
 AP # 103-050-003



PROPOSED AG-EMPLOYEE
 HOUSE, BLD 13-6289

(E) OLD AG-EMPLOYEE
 HOUSE

SITE PLAN
 SCALE: 1" = 200'

H I G H W A Y . 1

H I L L



2014005088¹

OFFICIAL RECORDS OF
SONOMA COUNTY

SONOMA COUNTY PERMIT AND WILLIAM F ROUSSEAU
01/23/2014 08:54 AGM
RECORDING FEE: \$0.00
PAID

9



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

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

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 Bruce E. Hagemann and Pamela J. Hagemann, trustees or successor trustee(s) of the Hagemann 2009 Trust dated February 24, 2009 (“OWNER”), and the County of Sonoma, a political subdivision of the State of California (hereinafter “COUNTY”), and is dated for convenience as of January , 2014.

RECITALS

A. OWNER is the owner of and conducts agricultural operations on the real property located at 18401 Highway 1, Bodega Bay, California, Assessor’s Parcel No. 103-050-003 (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 “Land Extensive Agriculture” in the Sonoma County General Plan (“the General Plan”) and “LEA (Land Extensive Agriculture) CC (Coastal Combining)” in the Sonoma County Local Coastal Zoning Code (“the Zoning Code”). The Land Extensive Agriculture general plan land use category and the LEA 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 two (2) dwelling units of full-time agricultural employee housing (“the Full-time Agricultural Employee Housing”) 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:

Bruce E. Hagemann and Pamela J. Hagemann, trustees or
successor trustee(s) of the Hagemann 2009 Trust dated
February 24, 2009
PO Box 1606
Bodega Bay, CA 94923

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: Scott Hunsperger
File No. PLP13-0058
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.

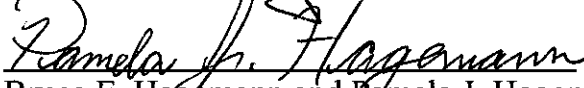
23. **Authority to Bind Parties.** OWNER and COUNTY each warrant and represent that the person or persons executing this Covenant on their behalf have full and complete legal authority to do so and to thereby bind them to this Covenant.

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(S):





Bruce E. Hagemann and Pamela J. Hagemann, trustees or successor trustee(s) of the Hagemann 2009 Trust dated February 24, 2009

COUNTY:

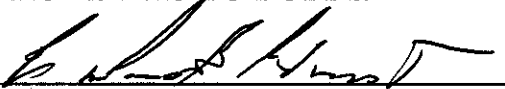
County of Sonoma

By: 
Tennis Wick, Director

Permit and Resource Management Department

NOTE: ACKNOWLEDGMENTS MUST BE ATTACHED FOR ALL SIGNATORIES.

APPROVED AS TO FORM:

By: 
Deputy County Counsel

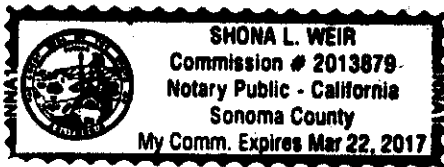
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Sonoma)

On JAN. 06, 2014 before me, Shona L. Weir, Notary Public

personally appeared BRUCE E. HAGEMANN & PAMELA J. HAGEMANN

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 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.

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: _____

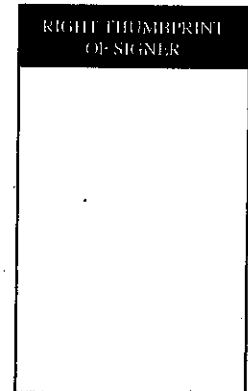
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer – Title(s)
- Partner – Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

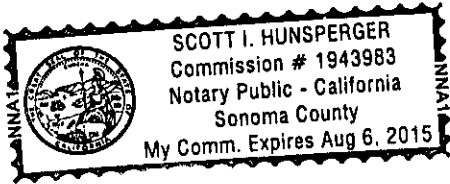
State of California

County of SONOMA }

On JANUARY 7, 2014 before me, SCOTT I. HUNSPERGER, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared TENNIS WICK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ 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. Hunsperger
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: Ag Agreement and Covenant

Document Date: _____ Number of Pages: _____

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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT "A"

COMMENCING at a post marked "A", standing at the point where the East line of the Bodega Rancho crosses The Bodega Highway from which a natural mound of rocks five feet high bears South $5\frac{1}{2}^{\circ}$ East, 2.43 chains; thence the bearings having reference to the magnetic meridian, South $68\frac{1}{2}^{\circ}$ West, 30.00 chains to a post marked "B", South $44\frac{1}{2}^{\circ}$ West, 9.00 chains to a post marked "C", South $42\frac{1}{2}^{\circ}$ West, 4.50 chains to a post marked "D", South $54\frac{1}{2}^{\circ}$ West, 17.60 chains to the Northeast corner of Columbus Carlton's tract; North 46° West, 14.80 chains; North $33\frac{1}{4}^{\circ}$ West, 15.87 chains; North 10° East, 13.23 chains; North $24\frac{1}{2}^{\circ}$ East, 4.81 chains; North $51\frac{3}{4}^{\circ}$ East, 5.00 chains; North 60° East, 3.00 chains; North $79\frac{1}{2}^{\circ}$ East 6.25 chains; North 79° East, 3.20 chains; South $87\frac{1}{2}^{\circ}$ East, 4.78 chains; South $71\frac{1}{2}^{\circ}$ East, 4.43 chains; South $70\frac{1}{2}^{\circ}$ East, 6.07 chains; North $72\frac{1}{2}^{\circ}$ East 31.40 chains to the East line of the Bodega Rancho; South $16\frac{1}{2}^{\circ}$ East, on said East line of said Bodega Rancho 24.27 chains, to the point of beginning. Being a portion of the Bodega Rancho.

EXCEPTING THEREFROM all that portion thereof conveyed to the County of Sonoma by Deed dated July 7, 1954 and recorded under Recorder's Serial No. E-25421, Sonoma County Records.

A. P. No. 103-050-03