

ATTACHMENT C

SETTLEMENT AGREEMENT WITH U.S. FISH AND WILDLIFE SERVICE

CDP 2013-0007

SEPTEMBER 24, 2015



In Reply Refer To:
AFWO-13B0029-15TA0038

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Arcata Fish and Wildlife Office
1655 Heindon Road
Arcata, California, 95521
Phone: (707) 822-7201 FAX: (707) 822-8411



RECEIVED

APR 30 2015

MAR 31 2015

PLANNING & BUILDING SERV
FORT BRAGG CA

Ms. Camille Seghesio
1083 Vine Street
Box 242
Healdsburg, California 95448

Subject: Agreement Between the United States Fish and Wildlife Service and Camille Seghesio

Dear Ms. Seghesio:

Enclosed please find an executed copy of the Agreement Between the United States Fish and Wildlife Service and Camille Seghesio (Agreement). The Effective Date of the Agreement is March 30, 2015, the date of the last signature. Under the terms of the Agreement, you have agreed by May 29, 2015, to record a Service-approved Declaration of Restrictions to the approximately 0.7 acre of Point Arena mountain beaver habitat identified in the Agreement and to restrict the use of the Preserve Area as outlined in the Declaration. A copy of the Declaration of Restrictions that has been approved by the Service is enclosed for recordation. In accordance with the Agreement, please provide this office with a copy of the recorded Declaration.

Also, under the Agreement, within 60 days after recording the Declaration of Restrictions, you have agreed to construct and maintain signage surrounding the Preserve Area that meets the terms of the Agreement. You have further agreed to ensure that any future owners of the Preserve Area are notified of the perpetual protections that restrict usage of the Preserve Area, and to notify the Service of any prospective subdivisions and sales affecting the Preserve Area. You have also agreed to contact the Service for technical assistance prior to clearing or altering any potential Point Arena mountain beaver habitat located on areas of your property outside of the Preserve Area.

Thank you for your continuing cooperation in resolving this matter.

Sincerely,

Bruce Bingham
Field Supervisor

Enclosures (Signed Settlement Agreement, Declaration of Restrictions)

cc: Kerry O'Hara, RSOL
Rebecca Rica, OLE

RECORDING REQUESTED BY

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 13th day of April, 2015, by Camille Seghesio ("Declarant").

RECITALS

- A. Pursuant to the terms of the "Agreement Between the United States Fish and Wildlife Service and Camille Seghesio" ("Agreement"), as executed on March 30, 2015, which resolves allegations of take of the federally endangered Point Arena Mountain Beaver (*Aplodontia rufa nigra*) ("PAMB") on Ms. Seghesio's property on Irish Beach Drive in the Irish Beach Subdivision, of Manchester in Mendocino County, California, in violation of the federal Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531, et seq.) and its implementing regulations (50 C.F.R. part 17), Declarant has agreed to permanently preserve approximately 0.7 acres of PAMB habitat.
- B. Declarant is the sole owner in fee simple of certain real property in the County of Mendocino, State of California, which includes an approximately 0.7 acre property ("the PAMB Preserve") within Assessor's Parcel Number (APN) 132-040-09, as depicted and legally described in Exhibit A, attached hereto and incorporated herein by this reference.
- C. The United States Fish and Wildlife Service ("Service"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. § 1531, et seq. ("ESA"), the Fish and Wildlife Coordination Act, 16 U.S.C. §§661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. §§ 742(f), et seq., and other provisions of federal law.
- D. The PAMB Preserve provides or is capable of providing significant ecological and habitat values that benefit endangered, threatened or other species (collectively "conservation values,") and in particular provides habitat for the federally endangered PAMB.
- E. The purpose of this Declaration is to protect the PAMB habitat for the benefit it provides an endangered species, and for the continuing benefit to the American people of preserving such habitat and species.
- F. This Declaration is not intended to restrict Declarant's use of properties not subject to this Declaration of Restrictions, nor does it constitute authorization for any uses that may be subject to legal requirements or existing encumbrances.

NOW, THEREFORE, Declarant declares as follows:

1. Covenant Running with the Land. Declarant does hereby covenant and agree to restrict, and by this instrument intends to restrict, the future use of the PAMB Preserve as set forth below, by the establishment of this covenant running with the land.
2. Purpose. The purpose of this Declaration of Restrictions is to ensure that the PAMB Preserve will be retained forever in a condition contemplated by the Agreement and to prevent any use of the PAMB Preserve that will significantly impair or interfere with its conservation values. Declarant intends that this Declaration of Restrictions will confine the use of the PAMB Preserve to such activities including, without limitation, those involving the preservation and enhancement of this Preserve for PAMB.
3. Restrictions Concerning the Property. Subject to any presently recorded easements affecting the PAMB Preserve, neither Declarant nor any other person shall engage in any of the following restricted activities on the PAMB Preserve:
 - A. Construction, reconstruction or placement of any building, billboard, sign, structure, or other improvement, except those signs specifically required by Section 4, herein, and the Agreement;
 - B. Unseasonably watering; use of fertilizers, herbicides, pesticides, biocides, or other agricultural chemicals; mosquito abatement activities; weed abatement activities; incompatible fire protection activities; and any and all other uses which may adversely affect the conservation purposes of this Declaration of Restrictions;
 - C. Grazing and agricultural activity of any kind;
 - D. Commercial or industrial uses;
 - E. Depositing or accumulating soil, trash, ashes, refuse, waste, bio-solids, equipment, fuel or any other material;
 - F. Filling, boring, dumping, excavating, draining, dredging, disking, mining, drilling, removing, exploring for or extracting minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the PAMB Preserve, or granting or authorizing surface entry for any of these purposes;
 - G. Altering the surface or general topography of the PAMB Preserve, including building roads, paving, or otherwise covering the property with concrete, asphalt, or any other impervious material;
 - H. Removing, destroying, or cutting trees, shrubs or other vegetation, including any fuel modification zones (strip of mowed land or planting of vegetation possessing low combustibility for purposes of fire suppression); however, the removal of exotic plant species may be permitted with Fish and Wildlife Service concurrence;
 - I. Use of motorized vehicles, including off-road vehicles, except on existing roadways;

- J. Transferring any water right within the PAMB Preserve necessary to maintain or restore the biological resources of the PAMB Preserve;
- K. Planting, introduction or dispersal of non-native or exotic plant or animal species;
- L. Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the PAMB Preserve and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;
- M. Recreational activities including, but not limited to, horseback riding, biking, hunting, hiking, or fishing; however, this prohibition is not intended to prevent foot access by PAMB Preserve Owner;
- N. Permitting a general right of access to the PAMB Preserve; and
- O. Residential, commercial, retail, institutional, or industrial uses.

4. Declarant's Duties: To accomplish the Purpose of this Declaration of Restrictions, Declarant agrees that it shall:

- A. Post signs restricting the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the PAMB Preserve;
- B. Post and maintain appropriate signage identifying the PAMB Preserve, according to the following specifications:
 - 1. Such signage shall state:

ENDANGERED SPECIES PRESERVE
RESTRICTED AREA
DO NOT ENTER
DO NOT REMOVE, ALTER OR DESTROY VEGETATION
 - 2. Signs and signposts shall be of material that is durable and weatherproof and at least 6 inches high and 8 inches wide; lettering shall contrast with background; signs shall be mounted 3 to 5 feet above ground; and signposts shall be driven into the ground at least two feet, and shall be standard channel metal foot driven signposts.
 - 3. At a minimum, four signs shall be posted at intervals around the periphery of the Preserve and maintained in perpetuity,

5. No Rights of Public Use. The provisions of this Declaration do not constitute an offer for public use.

6. Successors and Assignees Bound. The Declarant hereby agrees and acknowledges that the PAMB Preserve shall be held, sold, conveyed, owned and used subject to the applicable terms, conditions, and obligations imposed by this Declaration relating to the use, repair, maintenance and /or improvement of the PAMB Preserve and matters incidental thereto. Such terms, conditions, and obligations are a burden and restriction on the use of the PAMB Preserve, as applicable. The provisions of this Declaration shall

be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land in perpetuity, and shall be binding upon the Declarant and upon each and all of the Declarant's respective heirs, devisees, successors and assignees, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon future owners of the PAMB Preserve and each of them, and shall benefit the people of the United States. The United States, acting through any of its agencies, including but not limited to the Service, shall have the right to enforce the terms of this Declaration.

7. Access. With suitable forewarning to the Property owners, the Service is hereby granted access on, over, and across the PAMB Preserve for itself and its employees or agents as is reasonably necessary for the Service to exercise its rights hereunder. This Declaration does not convey a general right of access or easement to the public, or a general right of access to the PAMB Preserve. With suitable forewarning to the Property owners, the Service shall also have access on, over, and across the PAMB Preserve for the purpose of research or monitoring of Point Arena mountain beavers.

8. Costs and Liabilities. Declarant and its successors or assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the PAMB Preserve, including transfer costs, costs of title and documentation review. Declarant, its successors or assigns remain solely responsible for obtaining any applicable permits and approvals required for any activity or use permitted on the PAMB Preserve by this Declaration, and any such activity or use shall be undertaken in accordance with all applicable Federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, order and requirements.

9. Amendment. Declarant and its successors or assigns may amend this Declaration only after written concurrence by the Service. Any such amendment shall be consistent with the purposes of this Declaration and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Mendocino County, State of California, and a conformed copy provided to the Service as directed in Section 10, below.

10. Recordation. Declarant shall promptly record this instrument and any future amendments in the official records of Mendocino County, California, and immediately notify the Service through the mailing of a conformed copy to the Office of the Regional Solicitor, Pacific Southwest Region, 2800 Cottage Way, Room E-1712, Sacramento, CA 95825.

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

12. Future Subdivision of Underlying Property. Declarant may divide portions of the underlying ownership of the PAMB Preserve, provided that such subdivision does not alter the perpetual restrictions that, pursuant to Section 1, above, constitute a covenant running with the land. All such future subdivisions are subject to the requirements in Section 15, below.

13. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Declaration, such action shall not affect the remainder of this Declaration. If a court of competent jurisdiction voids or invalidates the application of any provision of this Declaration to a person or

circumstance, such action shall not affect the application of the provision to other persons or circumstances.

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

15. Subsequent Property Transfer. Declarant agrees to attach a copy of this Declaration of Restrictions to any deed or other legal instrument by which Declarant divests itself of any interest in all or a portion of the PAMB Preserve, including, without limitation, a leasehold interest. Declarant further agrees to give the Service written notice of the intent to transfer any interest at least 30 days prior to the date of such transfer.

16. Additional Interests. Declarant and its successors or assigns shall not grant any additional easements, rights of way or other interests in the PAMB Preserve (other than a security interest that is subordinate to this Declaration) without first obtaining the written consent of the Service. The Service may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Declaration or will impair or interfere with the conservation values of the PAMB Preserve. This section shall not prohibit transfer of a fee or leasehold interest in the PAMB Preserve that is subject to the Declaration and complies with Section 15, above.

17. Controlling Law. The interpretation and performance of this Declaration of Restrictions shall be governed by the laws of the State of California and applicable federal law including the ESA.

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

19. Term. This Declaration shall run with the land and continue in force and effect in perpetuity.

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration of Restrictions as of the day and year first above written.

DECLARANT:

CAMILLE SEGHESSIO

By: Camille Seghessio
Title _____
Date: 4/13/15

Approved as to Form:

By: [Signature]
U.S. Fish and Wildlife Service
Date: 3/31/15

STATE OF CALIFORNIA

COUNTY of MENDOCINO

On _____, before me, the undersigned notary public, personally appeared

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

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

WITNESS my hand and official seal.

**CALIFORNIA
ACKNOWLEDGEMENT
ATTACHED**

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Sonoma)
On April 13, 2015 before me, Jessi Laughlin Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Camille Seghesio
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Declaration of Restrictions - Recitals Document Date: _____

Number of Pages: 9 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Camille Seghesio
[] Corporate Officer - Title(s): _____
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other: _____
Signer Is Representing: _____

Signer's Name: _____
[] Corporate Officer - Title(s): _____
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other: _____
Signer Is Representing: _____

EXHIBIT A

Map and Legal Description

POINT ARENA MOUNTAIN BEAVER PRESERVE

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND BEING IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 17 WEST, MOUNT DIABLO BASE AND MERIDIAN.

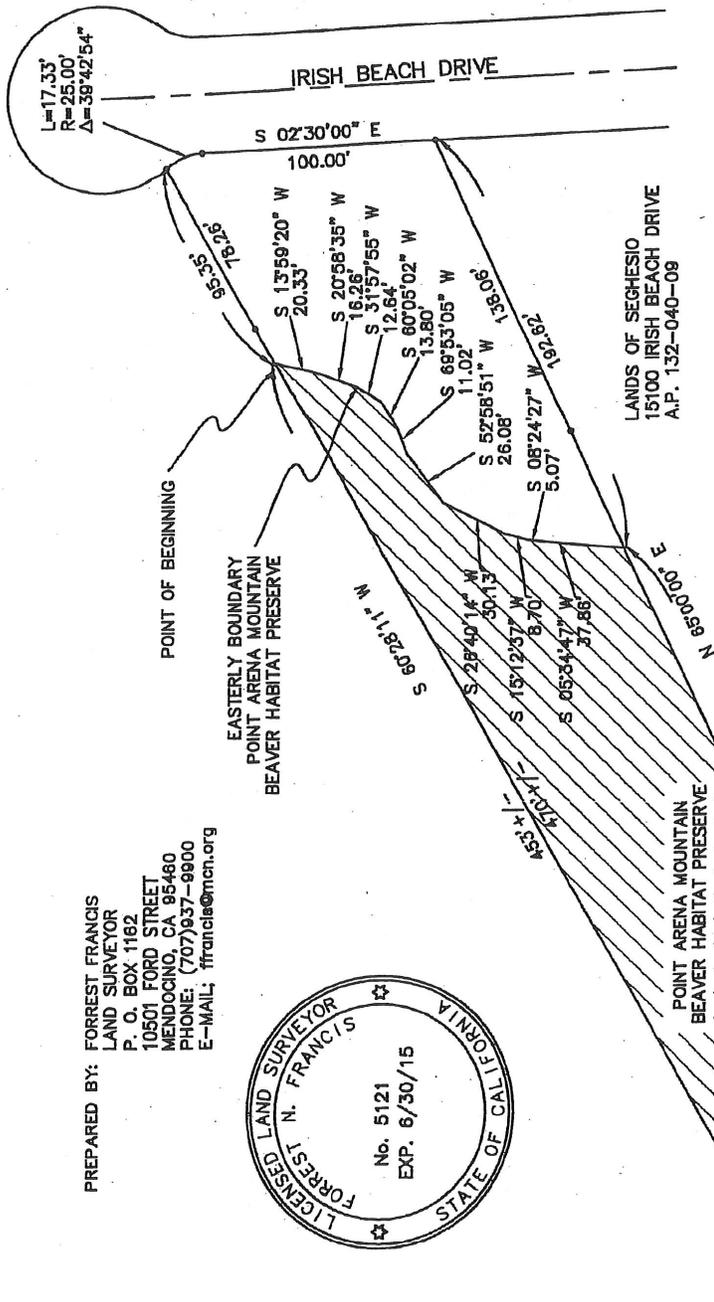
AND BEING A PORTION OF LOT 16 OF UNIT ONE, MENDOCINO COAST SUBDIVISION.

COMMENCING AT THE NORTHEAST CORNER OF LOT 16 OF UNIT ONE, MENDOCINO COAST SUBDIVISION AS SHOWN AND DELINEATED ON THAT CERTAIN SUBDIVISION MAP RECORDED IN MAP CASE 2, DRAWER 4, PAGE 23, MENDOCINO COUNTY RECORDS, THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 16, SOUTH 60°28'11" WEST, 95.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 13°59'20" WEST, 20.33 FEET; THENCE SOUTH 20°58'35" WEST, 16.26 FEET; THENCE SOUTH 31°57'55" WEST, 12.64 FEET; THENCE SOUTH 60°05'02" WEST, 13.80 FEET; THENCE SOUTH 69°53'05" WEST, 11.02 FEET; THENCE SOUTH 52°58'51" WEST, 26.08 FEET; THENCE SOUTH 26°40'14" WEST, 30.13 FEET; THENCE SOUTH 15°12'37" WEST, 8.70 FEET; THENCE SOUTH 08°24'27" WEST, 5.07 FEET; THENCE SOUTH 05°34'47" WEST, 37.86 FEET A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 16; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 16, SOUTH 65°00'00" WEST, 355 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE NORTHERLY ALONG SAID MEAN HIGH TIDE LINE TO A POINT THAT BEARS SOUTH 60°28'11" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 60°28'11" EAST, 453 FEET; MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.7 ACRES, MORE OR LESS

DESCRIPTION PREPARED BY: FORREST FRANCIS, LAND SURVEYOR
P. O. BOX 1162
MENDOCINO, CA. 95460

FORREST FRANCIS L. S. 5121
LICENSE EXPIRES 6/30/15



PREPARED BY: FORREST FRANCIS
LAND SURVEYOR
P. O. BOX 1162
10501 FORD STREET
MENDOCINO, CA 95480
PHONE: (707)937-9900
E-MAIL: ffrancis@mcn.org

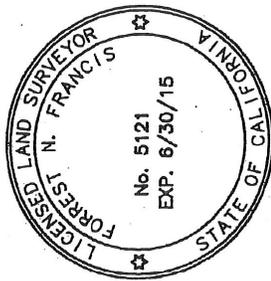
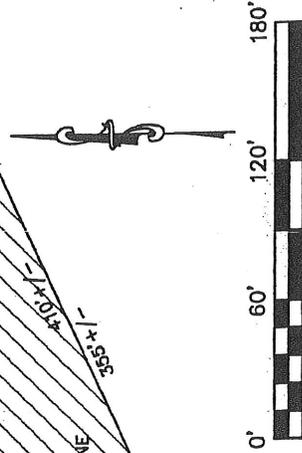


EXHIBIT MAP			
DRAWN	DATE	POINT ARENA	
FF	2/15	MOUNTAIN BEAVER	
APPROVED	DATE	HABITAT	
FF	2/15	LANDS OF SEGHESIO	
SCALE	SHEET	PROJECT NO.	
AS SHOWN	1 OF 1	15149	



CONFORMED COPY

Copy of Document Recorded on
04/21/2015 03:43:49 PM
as 2015-05222
Mendocino County Clerk-Recorder

RECORDING REQUESTED BY

Camille Seghesio
When recorded mail to:

Camille Seghesio
1083 Vine St., Ste 242
Healdsburg, CA 95448

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 13th day of April, 2015, by Camille Seghesio ("Declarant").

RECITALS

- A. Pursuant to the terms of the "Agreement Between the United States Fish and Wildlife Service and Camille Seghesio" ("Agreement"), as executed on March 30, 2015, which resolves allegations of take of the federally endangered Point Arena Mountain Beaver (*Aplodontia rufa nigra*) ("PAMB") on Ms. Seghesio's property on Irish Beach Drive in the Irish Beach Subdivision, of Manchester in Mendocino County, California, in violation of the federal Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531, et seq.) and its implementing regulations (50 C.F.R. part 17), Declarant has agreed to permanently preserve approximately 0.7 acres of PAMB habitat.
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- D. The PAMB Preserve provides or is capable of providing significant ecological and habitat values that benefit endangered, threatened or other species (collectively "conservation values,") and in particular provides habitat for the federally endangered PAMB.
- E. The purpose of this Declaration is to protect the PAMB habitat for the benefit it provides an endangered species, and for the continuing benefit to the American people of preserving such habitat and species.
- F. This Declaration is not intended to restrict Declarant's use of properties not subject to this Declaration of Restrictions, nor does it constitute authorization for any uses that may be subject to legal requirements or existing encumbrances.

NOW, THEREFORE, Declarant declares as follows:

1. Covenant Running with the Land. Declarant does hereby covenant and agree to restrict, and by this instrument intends to restrict, the future use of the PAMB Preserve as set forth below, by the establishment of this covenant running with the land.
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 - D. Commercial or industrial uses;
 - E. Depositing or accumulating soil, trash, ashes, refuse, waste, bio-solids, equipment, fuel or any other material;
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 - G. Altering the surface or general topography of the PAMB Preserve, including building roads, paving, or otherwise covering the property with concrete, asphalt, or any other impervious material;
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- J. Transferring any water right within the PAMB Preserve necessary to maintain or restore the biological resources of the PAMB Preserve;
 - K. Planting, introduction or dispersal of non-native or exotic plant or animal species;
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10. Recordation. Declarant shall promptly record this instrument and any future amendments in the official records of Mendocino County, California, and immediately notify the Service through the mailing of a conformed copy to the Office of the Regional Solicitor, Pacific Southwest Region, 2800 Cottage Way, Room E-1712, Sacramento, CA 95825.

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

15. Subsequent Property Transfer. Declarant agrees to attach a copy of this Declaration of Restrictions to any deed or other legal instrument by which Declarant divests itself of any interest in all or a portion of the PAMB Preserve, including, without limitation, a leasehold interest. Declarant further agrees to give the Service written notice of the intent to transfer any interest at least 30 days prior to the date of such transfer.

16. Additional Interests. Declarant and its successors or assigns shall not grant any additional easements, rights of way or other interests in the PAMB Preserve (other than a security interest that is subordinate to this Declaration) without first obtaining the written consent of the Service. The Service may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Declaration or will impair or interfere with the conservation values of the PAMB Preserve. This section shall not prohibit transfer of a fee or leasehold interest in the PAMB Preserve that is subject to the Declaration and complies with Section 15, above.

17. Controlling Law. The interpretation and performance of this Declaration of Restrictions shall be governed by the laws of the State of California and applicable federal law including the ESA.

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

19. Term. This Declaration shall run with the land and continue in force and effect in perpetuity.

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration of Restrictions as of the day and year first above written.

DECLARANT:

CAMILLE SEGHESSIO

By: Camille Seghessio
Title _____
Date: 4/13/15

Approved as to Form:

By: [Signature]
U.S. Fish and Wildlife Service
Date: 3/31/15

STATE OF CALIFORNIA

COUNTY of MENDOCINO

On _____, before me, the undersigned notary public, personally appeared

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

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

WITNESS my hand and official seal.

**CALIFORNIA
ACKNOWLEDGEMENT
ATTACHED**

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Sonoma)
On: April 13, 2015 before me, Jessi Laughlin Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Camille Seghesio
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 Jessi Laughlin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Declaration of Restrictions - Recitals Document Date: _____
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Camille Seghesio
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A

Map and Legal Description

POINT ARENA MOUNTAIN BEAVER PRESERVE

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND BEING IN SECTION 1, TOWNSHIP 13 NORTH, RANGE 17 WEST, MOUNT DIABLO BASE AND MERIDIAN.

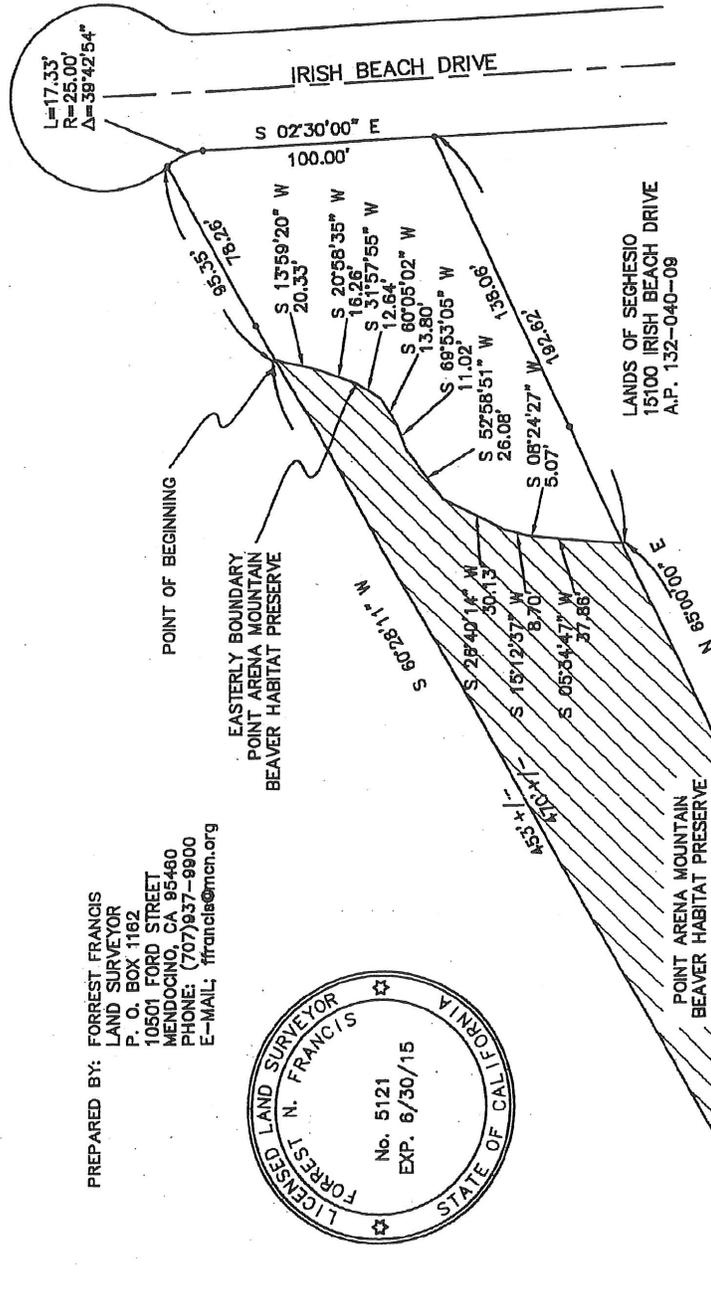
AND BEING A PORTION OF LOT 16 OF UNIT ONE, MENDOCINO COAST SUBDIVISION.

COMMENCING AT THE NORTHEAST CORNER OF LOT 16 OF UNIT ONE, MENDOCINO COAST SUBDIVISION AS SHOWN AND DELINEATED ON THAT CERTAIN SUBDIVISION MAP RECORDED IN MAP CASE 2, DRAWER 4, PAGE 23, MENDOCINO COUNTY RECORDS, THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 16, SOUTH 60°28'11" WEST, 95.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 13°59'20" WEST, 20.33 FEET; THENCE SOUTH 20°58'35" WEST, 16.26 FEET; THENCE SOUTH 31°57'55" WEST, 12.64 FEET; THENCE SOUTH 60°05'02" WEST, 13.80 FEET; THENCE SOUTH 69°53'05" WEST, 11.02 FEET; THENCE SOUTH 52°58'51" WEST, 26.08 FEET; THENCE SOUTH 26°40'14" WEST, 30.13 FEET; THENCE SOUTH 15°12'37" WEST, 8.70 FEET; THENCE SOUTH 08°24'27" WEST, 5.07 FEET; THENCE SOUTH 05°34'47" WEST, 37.86 FEET A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 16; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 16, SOUTH 65°00'00" WEST, 355 FEET MORE OR LESS TO THE MEAN HIGH TIDE LINE OF THE PACIFIC OCEAN; THENCE NORTHERLY ALONG SAID MEAN HIGH TIDE LINE TO A POINT THAT BEARS SOUTH 60°28'11" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 60°28'11" EAST, 453 FEET; MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.7 ACRES, MORE OR LESS

DESCRIPTION PREPARED BY: FORREST FRANCIS, LAND SURVEYOR
P. O. BOX 1162
MENDOCINO, CA. 95460

FORREST FRANCIS L. S. 5121
LICENSE EXPIRES 6/30/15



PREPARED BY: FORREST FRANCIS
LAND SURVEYOR
P. O. BOX 1182
10501 FORD STREET
MENDOCINO, CA 95480
PHONE: (707)937-8900
E-MAIL: tfrancis@mcn.org

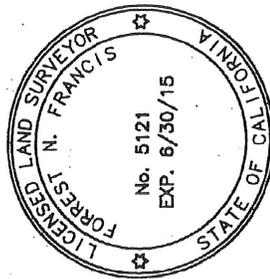


EXHIBIT MAP			
DRAWN	DATE	POINT ARENA MOUNTAIN BEAVER HABITAT	
FF	2/15	LANDS OF SEGHESIO	
APPROVED	DATE	PROJECT NO.	
FF	2/15	16149	
SCALE	SHEET	AS SHOWN	
AS SHOWN	1 OF 1		

