

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy
Attention: Executive Director
Post Office Box 2202
Woodland, CA 95776

Exempt from recording fees (Cal. Gov. Code § 27383)

APNs: 025-350-025 and 025-340-036

Space above this line for Recorder's use only

ACCESS EASEMENT AND AGREEMENT

THIS ACCESS EASEMENT AND AGREEMENT (this "**Agreement**") is made and entered into by and between County of Yolo ("**Grantor**"), and Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency ("**Grantee**"). Grantor and Grantee are referred to collectively herein as the "Parties" and each individually herein as a "Party."

RECITALS

A. Grantor is the owner of certain real property located in the County of Yolo, State of California, as legally described in Exhibit A attached hereto and incorporated herein by this reference (the "**Access Easement Property**").

B. The Access Easement Property is adjacent to certain real property also owned by Grantor and located in the County of Yolo, State of California, which is encumbered by that certain Conservation Easement Deed granted to Grantee and recorded in the Official Records of the County of Yolo (the "**Official Records**") on even date herewith (the "**Conservation Easement**"). The real property encumbered by the Conservation Easement is legally described in Exhibit B attached hereto and incorporated herein by this reference (the "**Conservation Property**").

C. This Agreement is being executed and delivered to allow Grantee and certain third-party invitees to enter upon the Access Easement Property from County Road 96, a public road, for ingress to and egress from the Conservation Property to conduct monitoring, management and enforcement activities on the Conservation Property in accordance with Grantee's rights under the Conservation Easement and for no other purpose.

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Agreement, the mutual promises contained herein and the material reliance by the Parties thereon, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Grantor hereby grants to Grantee, a non-exclusive easement for access over and across the Access Easement Property in accordance with the following terms and conditions (the “**Access Easement**”).

1. **Purpose and Description of Access Easement.** The purpose of the Access Easement is to provide in favor of Grantee, Grantee’s successors and assigns under the Conservation Easement, Grantee’s contractors and agents (collectively, the “**Grantee Parties**”) and the Authorized Invitees (as hereinafter defined) a perpetual, non-exclusive right to enter upon the Access Easement Property, by vehicle, to gain access to the Conservation Property for the purpose of exercising Grantee’s rights set forth in the Conservation Easement. As used herein the term “**Authorized Invitees**” means the U.S. Fish and Wildlife Service and the California Department of Fish and Game, each acting through its respective authorized employees and agents, which entities are identified as a third-party beneficiaries with rights of enforcement under the Conservation Easement. The Access Easement is non-exclusive. The Grantee Parties and the Authorized Invitees shall use only the route described in **Exhibit C** and depicted in **Exhibit D** attached hereto and incorporated herein by reference (the “**Access Route**”) to gain access to the Conservation Property. Except in cases when Grantee or the Authorized Invitee has determined that immediate entry is required to prevent, terminate, or mitigate a violation of the Conservation Easement, Grantee shall contact Grantor at least 48 hours in advance of each entry. Grantor shall promptly upon Grantee’s request provide to Grantee keys or combinations to the locks on gates as needed for entries by the Grantee Parties and the Authorized Invitees as provided herein.

2. **Maintenance.** Grantor, at Grantor’s sole cost and expense, shall maintain the Access Route in a condition sufficient for passage by a four-wheel drive vehicle during the annual monitoring visits, except during weather conditions that cause the Access Route to temporarily become impassable.

3. **Term.** The Access Easement shall remain in place in perpetuity unless and except only to the extent that: Grantor and Grantee enter into an amended easement agreement, recorded in the Official Records, that provides for access by means of a two-wheel drive vehicle from a public road to the Conservation Property at such different location(s) as may be approved by Grantee in Grantee’s reasonable discretion. If the Access Easement is so terminated with respect to all or any portion of the Access Easement Property, Grantee shall promptly provide Grantor a recordable Quitclaim Deed, or other document required by any reputable title company licensed to operate in California, releasing and quitclaiming any interest under this Agreement (the “**Release**”) as to the Access Easement Property or affected portion thereof (the “**Released Area**”); *provided*, that: (i) the obligations to the Grantee Indemnified Parties (as defined in **Section 6(a)** below) under the provisions of **Sections 6(a) and 8(b)** of this Agreement of Grantor as record owner of the Released Area immediately prior to the Release shall survive the Release with respect to the Released Area; (ii) the obligations of Grantee to the Grantor Indemnified Parties under the provisions of **Section 6(b)** of this Agreement shall survive the Release with respect to the Released Area; and (iii) all obligations of Grantor under this Agreement shall continue to apply to all portions of the Access Easement Property not released pursuant to this **Section 3**, if any. The Access Easement may also be terminated by mutual agreement of the parties.

4. **Grantor's Representations and Warranties.** Grantor makes the following representations and warranties. For the purposes of this Agreement, "to the best of Grantor's knowledge" means the current actual knowledge of Grantor without any obligation to investigate or inquire.

(a) Grantor has full power and authority to enter into this Agreement, and to convey the Access Easement in accordance with this Agreement.

(b) This Agreement has been duly executed and delivered by an authorized representative of Grantor and constitutes the legal, valid and binding obligations of Grantor in accordance with its terms.

(c) To the best of Grantor's knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry, pending or threatened against or relating to Grantor which would affect Grantor's ability to perform its obligations under this Agreement.

(d) To the best of Grantor's knowledge, other than the liens and encumbrances of record as of the Effective Date (the "**Approved Encumbrances**"), there are no encumbrances or liens against any portion of the Access Easement Property, including, but not limited to, unexpired leases, options, mortgages or deeds of trust.

(e) To the best of Grantor's knowledge, Grantor's performance of this Agreement will not constitute a breach or default under any other agreement, whether written or oral, to which Grantor is bound and/or to which the Access Easement Property is subject.

(f) To the best of Grantor's knowledge, there is no condition at, on, under or related to the Access Easement Property presently or potentially posing a significant hazard to human health or the environment.

5. **Taxes; No Liens.** Grantor shall pay before delinquency all taxes and property assessments, fees and charges of whatever description levied on or assessed against the Access Property by competent authority (collectively, "**taxes**"), including any taxes imposed upon, or incurred as a result of, the Access Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the Access Easement Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished at or for use on the Access Easement Property; *provided*, that except for the lien of any taxes imposed upon, or incurred as a result of, the Access Easement, Grantor's obligation to keep Grantee's interest in the Access Easement Property free from any liens shall not extend to liens imposed solely to secure an obligation incurred by Grantee.

6. **Costs and Liabilities.** Grantor retains all rights and responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Access Easement Property, subject to this Agreement.

7. **Indemnification.**

(a) **Grantor.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal

representatives, successors, and assigns of each of them (each a “**Grantee Indemnified Party**” and collectively, “**Grantee Indemnified Parties**”), from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Access Property, including but not limited to any such act, omission, condition or other matter occurring in connection with the presence of the general public on the Access Easement Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Grantee Indemnified Parties; or (b) Grantor’s obligations specified in this Agreement; or (c) a breach of any of Grantor’s representations or warranties made in this Agreement; or (d) any violation of, or other failure to comply with, any state, federal or local law, regulation or requirement related to the Access Easement Property, by Grantor, or any entity other than one of the Grantee Indemnified Parties acting upon permission from Grantee, in any way affecting, involving or relating to the Access Easement Property.

(b) **Grantee.** Grantee shall hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, “**Grantor Indemnified Parties**”), from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, occurring on or about the Access Easement Property, resulting from the actions or omissions of any Grantee Indemnified Party; or (b) Grantee’s obligations specified in this Agreement; or (c) any violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, by Grantee, or any other of the Grantee Indemnified Parties acting upon permission from Grantee, in any way affecting, involving or relating to the Access Easement Property.

8. **Insurance.**

(a) **Grantor.** Grantor shall maintain a commercially available general liability policy insuring against bodily injury and property damage on the Access Easement Property in the amount of not less than One Million Dollars (\$1,000,000). Grantee shall be named an additional insured on the policy. For any claim covered by the indemnification in Section 6(a), above, the liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Grantee with respect to Grantee’s entries onto the Access Easement Property pursuant to Access Easement. Grantor waives all rights of subrogation against Grantee and its agents, representatives, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Agreement. Grantor shall furnish Grantee with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Such certificates shall provide for thirty (30) days written notice to Grantee prior to the cancellation or material change of any insurance referred to herein. Any failure of Grantee to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantee to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantor’s obligation to maintain such insurance. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this

Agreement. Not less frequently than every 5 years, the Parties shall cooperate in determining an appropriate increase, to adjust for inflation, in the limit of the insurance coverage maintained by Grantor; thereafter, Grantor obtain and maintain such increased coverage into effect until the next such adjustment. The Parties agree and acknowledge that the insurance requirements set forth above may be satisfied by the insurance required and carried under the Conservation Easement.

(b) **Grantee.** Grantee shall maintain a commercially available general liability policy insuring against bodily injury and property damage on the Access Easement Property in the amount of not less than one million dollars (\$1,000,000). The Grantor shall be named as an additional insured on the policy. For any claim covered by the indemnification in Section 6(b), above, the liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Grantor with respect to the Access Easement Property. Grantee waives all rights of subrogation against Grantor and its agents, representatives, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Agreement. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this Agreement. Not less frequently than every 5 years, the Parties shall cooperate in determining an appropriate increase, to adjust for inflation, in the limit of the insurance coverage maintained by Grantee; thereafter, Grantee shall obtain and maintain such increased coverage into effect until the next such adjustment. The Parties agree and acknowledge that the insurance requirements set forth above may be satisfied by the insurance required and carried under the Conservation Easement.

9. **Environmental Provisions.**

(a) **Grantee Not An Owner, Operator, Or Responsible Party.** Notwithstanding any other provision herein to the contrary, the parties do not intend this Agreement to be construed such that it creates in or gives Grantee:

(i) The obligations or liability of an “owner” or “operator” as those words are defined and used in environmental laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.* and hereinafter “CERCLA”);

(ii) The obligations or liability of a person described in 42 U.S.C. § 9607(a)(3) or (4);

(iii) The obligations of a responsible person under any applicable Environmental Law, as defined below;

(iv) The right to investigate and remediate any Hazardous Substance (as defined below) associated with the Access Property; or

Any control over Grantor’s ability to investigate, remove, remediate, or otherwise clean up any Hazardous Substances, as defined below, associated with the Property.

(v) Any control over Grantor’s ability to investigate, remove, remediate, or otherwise clean up any Hazardous Substances, as defined below, associated with the Property.

(b) **Environmental Liabilities and Indemnification.** In addition to the indemnity and defense obligations of Grantor under Section 7(a), above, Grantor shall indemnify, protect and defend with counsel acceptable to Grantee, and hold harmless the Grantee Indemnified Parties (as defined in Section 7(a) hereof) from and against any claims (including, without limitation, third party claims for personal injury or death, damage to property, or diminution in the value of property), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), remedial action, compliance requirements, enforcement and clean-up actions of any kind, interest or losses, attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, and expert fees that arise directly or indirectly from or in connection with: (i) the claimed presence or Environmental Release (as defined below) of any Hazardous Substance whether into the air, soil, surface water or groundwater of or at the Access Easement Property; (ii) any violation or alleged violation of Environmental Law (as defined below) affecting the Access Easement Property, whether occurring prior to or during Grantor's ownership of the Access Easement Property and whether caused or permitted by Grantor or any person other than Grantor; or (iii) any claim or defense by Grantor or any third party that any Grantee Indemnified Party is liable as an "owner" or "operator" of the Access Easement Property under any Environmental Law. The foregoing indemnity obligations shall not apply with respect to any Hazardous Substance released or deposited as a result of action by any of the Grantee Indemnified Parties, while acting on behalf of Grantee, on or about the Access Easement Property. Notwithstanding any statutory limitation otherwise applicable, the indemnity obligations of Grantor to the Grantee Indemnified Parties pursuant to this Section 9(b), solely with respect to matters occurring prior to or during Grantor's ownership of the Access Easement Property, shall continue after transfer to a successor in interest.

(c) **Definitions.**

(i) The term "**Environmental Law**" shall include, but shall not be limited to, each statute named or referred to below, and all rules and regulations thereunder, and any other local, state and/or federal laws, ordinances, rules, regulations, orders and decrees, whether currently in existence or hereafter enacted, which govern: (i) the existence, cleanup and/or remedy of contamination or pollution on property; (ii) the protection of the environment from soil, air or water contamination or pollution, or from spilled, deposited or otherwise emplaced contamination or pollution; (iii) the emission or discharge of Hazardous Substances into the environment; (iv) the control of Hazardous Substances; or (v) the use, generation, transport, treatment, removal or recovery of Hazardous Substances.

(ii) The term "**Environmental Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substance into the environment (including, without limitation, the continuing migration of Hazardous Substances into, onto or through the soil, surface water, or groundwater, and the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Substance), whether or not caused by, contributed to, permitted by, acquiesced to or known to Grantor.

(iii) The term "**Hazardous Substance**" shall mean (i) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which pose a hazard to the Property or to

persons on or about the Access Easement Property, or cause the Access Easement Property to be in violation of any Environmental Law; (ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (iii) any chemical, material or substance defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including: CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law, Cal. Health & Safety § 25100 *et seq.*; the Hazardous Substance Account Act, Cal. Health & Safety Code § 25300, *et seq.*, the Porter-Cologne Water Quality Control Act, Cal. Water Code § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), Cal. Health & Safety Code § 25249.5 *et seq.*; Title 22 of the California Code of Regulations, Division 4, Chapter 30; (iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Access Easement Property or the owners and/or occupants of property adjacent to or surrounding the Access Easement Property, or any other person coming upon the Access Easement Property or adjacent property; and (v) any other chemical, materials or substance which may or could pose a hazard to the environment.

10. **Assignment by Grantee.** Grantee may assign the Access Easement only to a successor holder of the Conservation Easement.

11. **Legal Costs.** If either Party to this Agreement shall take any action to enforce this Agreement or bring any action for any relief against any other Party, declaratory or otherwise, arising out of this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys’ and experts’ fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys’ and experts’ fees and costs due hereunder. The amount of such fees and costs shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section, attorneys’ and experts’ fees and costs shall also include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) appeal proceedings; (c) contempt proceedings; (d) garnishment, levy, and debtor and third party examinations; (e) discovery; and (f) bankruptcy litigation.

12. **Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement in writing shall be given in the manner set forth below, addressed to the Party to be served at the addresses set forth beneath such Party’s signature on this Agreement, or at such other address for which that Party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by (a) mail shall be deemed to have been given on the second (2nd) business day immediately following the date it was deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day (not including Saturday) immediately following the date it was deposited with such common carrier;

or (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger.

Grantor: *County of Yolo
Attn: County Administrator
625 Court Street, Room 202
Woodland, CA 95695
Telephone: (530) 666-8150*

Grantee: *Yolo Habitat Conservancy
Attn: Executive Director
Post Office Box 2202
Woodland, CA 95776
Telephone: (530) 666-8150*

13. **Miscellaneous Terms.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any proceeding or action to enforce this Agreement shall occur in the Sacramento County Superior Court.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the Access Easement. All prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Parties.

(c) **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

(d) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives and successors. This Agreement and the Access Easement will run with the land and specifically be binding upon successor owners of the Access Easement Property.

(e) **Termination of Rights and Obligations.** A Party's rights and obligations under this Agreement terminate upon transfer of the Party's interest in the Access Easement Property, except as otherwise provided in Section 9(b) above, and except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(f) **Drafting.** The Parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences,

phrases, clauses or other wording or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each party to this Agreement waives the effect of such statute.

(g) **Authorization to Record; Effective Date.** Grantee is authorized to record this Agreement in the Official Records, and the effective date of this Agreement shall be the date on which it is recorded in the Official Records (the “**Effective Date**”).

(h) **Counterparts.** This Agreement may be executed and delivered in counterparts by the Parties, and each counterpart shall be deemed an original instrument as against any Party who has signed it. Counterpart signature pages and notary acknowledgements may be attached hereto to constitute a single legal document for recording.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

GRANTOR:

GRANTEE:

YOLO COUNTY

YOLO HABITAT CONSERVANCY

By: Jim Provenza, Chair
Yolo County Board of Supervisors

By: Alexander Tengolics, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Eric May
Senior Deputy County Counsel

By: Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Exhibits:

- A: Legal Description of Access Easement Property
- B: Legal Description of Conservation Property
- C: Description of Access Route
- D: Map of Access Route

EXHIBIT A

ACCESS EASEMENT PROPERTY LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

Parcel B of Parcel Map No. 2887 for Frank Rodgers, filed July 12, 1979, in Book 4 of Parcel Maps, Page 99, Yolo County Records.

Excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Capital Company, a Corporation to Frank A. Rodgers and Anna Ilg Rodgers, his wife, recorded March 25, 1942, in Book 168 of Official Records, Page 38.

Surface rights down to a depth of 500 feet were quitclaimed to Francis O. Rodgers, also known as Frank O. Rodgers, Lucille E. Rodgers, Francis J. Rodgers and Carol Ann Rodgers, by Quitclaim Deed recorded July 31, 1979, in Book 1379 of Official Records, Page 171.

Also excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate below a depth of 500 feet, as reserved in the deed from Francis J. Rodgers, et al., recorded July 31, 1979, in Book 1379 of Official Records, Page 175.

APN: 025-350-025-000

EXHIBIT B

CONSERVATION PROPERTY LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

A portion of Lots 20 and 21 of Clanton's Subdivision of Willow Oak Park, filed in Book 35 of Deeds, Page 396, Yolo County Records, described as follows:

Beginning at the Northwest corner of said Lot 21; said point also being the true point of beginning of this description; thence South 0° 06' 29" West, along the West line of said Lot 20 and 21, 586.74 feet to the South rim of an abandoned mining pit; thence along said south rim the following thirty (30) courses: (1) along a nontangent, non-radial curve to the left, having a central angle of 38° 54' 32", a radius of 80.00 feet, and chord of North 31° 33' 14" East 53.29 feet, Northeasterly an arc distance of 54.33 feet to a reverse curve to the right, having a central angle of 168° 40' 54", a radius of 34.00 feet, and chord of South 83° 33' 35" East 67.67 feet; thence (2) Easterly along said curve an arc distance of 100.10 feet; thence (3) tangent to last said curve, South 0° 46' 51" West, 86.60 feet to a tangent curve to the left, having a central angle of 21° 39' 39", a radius of 300.00 feet, and chord of South 10° 02' 58" East 112.74 feet; thence (4) Southerly along said curve an arc distance of 113.42 feet; thence (5) tangent to last said curve, South 20° 52' 47" East, 62.88 feet to a tangent curve to the right, having a central angle of 36° 36' 14", a radius of 200.00 feet, and chord of South 2° 34' 40" East 125.61 feet; thence (6) Southerly along said curve an arc distance of 127.77 feet to a reverse curve to the left, having a central angle of 28° 43' 08", a radius of 600.00 feet, and chord of South 1° 21' 53" West 297.60 feet; thence (7) Southerly along said curve an arc distance of 300.74 feet to a compound curve to the left, having a central angle of 22° 19' 52", a radius of 200.00 feet, and chord of South 24° 09' 37" East 77.46 feet; thence (8) Southeasterly along said curve an arc distance of 77.95 feet to a compound curve to the left, having a central angle of 57° 17' 45", a radius of 60.00 feet, and chord of South 63° 58' 26" East 57.53 feet; thence (9) Southeasterly along said curve an arc distance of 60.00 feet to a compound curve to the left, having a central angle of 15° 24' 26", a radius of 1000.00 feet, and chord of North 79° 40' 29" East 268.10 feet; thence (10) Northeasterly along said curve an arc distance of 268.91 feet; thence (11) tangent to last said curve, North 71° 58' 16" East, 181.36 feet to a tangent curve to the left, having a central angle of 3° 48' 47", a radius of 1000.00 feet, and chord of North 70° 03' 53" East 66.54 feet; thence (12) Northeasterly along said curve an arc distance of 66.55 feet; thence (13) tangent to last said curve, North 68° 09' 29" East, 164.78 feet; thence (14) North 1° 46' 20" East, 421.65 feet to a tangent curve to the right, having a central angle of 64° 36' 30", a radius of 190.00 feet, and chord of North 34° 04' 35" East 203.08 feet; thence (15) Northeasterly along said curve an arc distance of 214.25 feet to a reverse curve to the left, having a central angle of 6° 17' 45", a radius of 500.00 feet, and chord of North 63° 13' 58" East 54.91 feet; thence (16) Northeasterly along said curve an arc distance of 54.94 feet; thence (17) tangent to last said curve, North 60° 05' 05" East, 54.39 feet; thence (18) South 82° 13' 43" East, 241.43 feet; thence (19) South 86° 31' 01" East, 137.76 feet to a tangent curve to the left, having a central angle of 74° 53' 48", a radius of 135.00 feet, and chord of North 56° 02' 04" East 164.17 feet; thence (20) Northeasterly along said curve an arc distance of 176.47 feet to a compound curve to the left, having a central angle of 33° 17' 37", a radius of 240.00 feet, and chord of North 1° 56' 21" East 137.51 feet; thence (21) Northerly along said curve an arc distance of 139.46 feet; thence (22) tangent to last said curve, North 14° 42' 27" West, 35.18 feet to a tangent curve to the left, having a central angle of 41° 51' 47", a radius of 100.00 feet, and chord of North 35° 38' 21" West 71.45 feet; thence (23) Northwesterly

along said curve an arc distance of 73.07 feet to a compound curve to the left, having a central angle of 19° 56' 12", a radius of 200.00 feet, and chord of North 66° 32' 21" West 69.24 feet; thence (24) Northwesterly along said curve an arc distance of 69.59 feet to a reverse curve to the right, having a central angle of 69° 32' 17", a radius of 100.00 feet, and chord of North 41° 44' 18" West 114.05 feet; thence (25) Northwesterly along said curve an arc distance of 121.37 feet to a reverse curve to the left, having a central angle of 40° 28' 49", a radius of 150.00 feet, and chord of North 27° 12' 34" West 103.79 feet; thence (26) Northwesterly along said curve an arc distance of 105.98 feet to a reverse curve to the right, having a central angle of 45° 08' 08", a radius of 50.00 feet, and chord of North 24° 52' 55" West 38.38 feet; thence (27) Northwesterly along said curve an arc distance of 39.39 feet to a compound curve to the right, having a central angle of 11° 42' 09", a radius of 550.00 feet, and chord of North 3° 32' 14" East 112.14 feet; thence (28) Northerly along said curve an arc distance of 112.34 feet to a compound curve to the right, having a central angle of 37° 57' 36", a radius of 30.00 feet, and chord of North 28° 22' 06" East 19.51 feet; thence (29) Northeasterly along said curve an arc distance of 19.88 feet to a compound curve to the right, having a central angle of 10° 38' 02", a radius of 1000.00 feet, and chord of North 52° 39' 55" East 185.33 feet; thence (30) Northeasterly along said curve an arc distance of 185.60 feet to the property line common to said Lot 21 and the Merritt-Reith Tract, also known as the Lloyd Burr Property, filed in Book 7 of Maps and Surveys, Page 38, Yolo County Records, and in Book 315 of Official Records, Page 434; thence North 65° 14' 49" West, along said property line, 524.40 feet to that corner common to said Lot 21, said Merritt-Reith Tract and Lot 18 of the Hoppin's Subdivision filed in Map Book 1, Page 51, Yolo County Records, also known as the Fred Plocher Property, as recorded in Book 213 of Official Records, Page 317; thence along said Lot 18, South 37° 08' 36" West 257.05 feet and South 72° 23' 36" West, 931.77 feet to the True Point of Beginning.

Excepting therefrom the right to remove gravel deposits that lie between the zone lying below the depth of ten (10) feet measured vertically from the surface of the above described property and above the depth of Five-Hundred (500) feet measured vertically from the surface of the above-described property, Provided, However, that Grantor shall not have the right of surface access to such gravel deposits, and provided, further, that Grantee shall have the right to drill into and through, and otherwise occupy and cross said zone for any purpose, and shall have the right to place any structures or other tangible items within said zone, and shall have the right to remove gravel from said zone for his own personal purposes (but not for commercial sale), and shall have the right to remove any and all substances of any sort including but not limited to gravel for his own account from said zone for any purposes, as reserved in the deed executed by Lone Star Cement Corporation, recorded August 5, 1986, in Book 1788, Page 287, Official Records.

APN: 025-340-036-000

EXHIBIT C
DESCRIPTION OF ACCESS ROUTE

ACCESS EASEMENT

THAT portion of real property situate in the unincorporated area of the County of Yolo, State of California, and being a portion of the RANCHO RIO JESUS MARIA, Township 10 North, Range 1 East, Mount Diablo Base and Meridian, and also being a portion of Parcel "B", as shown in Book 4 of Parcel Maps at Page 99, said County Records, being more particularly described as follows:

Being a strip of land twenty-five feet (25.00') wide lying equally on either side of the following described centerline:

BEGINNING at a point on the West line of said Parcel "B", said point being distant from National Geodetic Survey designation "HPGN CA 03 08" the following three (3) courses and distances: (1) South 83°04'27" West 24,230.21 feet to National Geodetic Survey designation "KEATON"; (2) South 83°14'46" East 13,520.02 feet to the Northwest corner of said Parcel "B"; and 3) along said West line, South 00°17'32" West 328.60 feet; thence, from said POINT OF BEGINNING and leaving said West line, North 62°09'17" East 145.11 feet; thence North 75°00'51" East 124.93 feet; thence North 82°29'12" East 327.34 feet; thence North 76°01'27" East 411.77 feet; thence North 65°08'50" East 173.63 feet; thence North 76°39'40" East 136.76 feet; thence South 74°15'23" East 63.97 feet to the East line of said Parcel "B."

The sidelines of said strip of land shall be lengthened or shortened so as to terminate on said West line and said East line of said Parcel "B."

Containing 0.794 acres of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "KEATON" and "HPGN CA 03 08"; said "KEATON" (PID-AI5065) having coordinates of North (Y) 2,020,158.86 sft and East (X) 6,594,078.55 sft with an epoch date of 2010.00; said "HPGN CA 03 08" (PID-JS4668) having coordinates of North (Y) 2,023,080.70 sft and East (X) 6,618,131.95 sft with an epoch date of 2010.00; said grid bearing being South 83°04'27" West as determined from National Geodetic Survey data sheets.

All bearings and coordinates described herein are grid and are based on the California Coordinate System of 1983, Zone 2. All distances described herein are ground and shown in United States survey feet (sft) and decimals thereof. To obtain grid distances, multiply ground distances by the combination factor of 0.99993572.

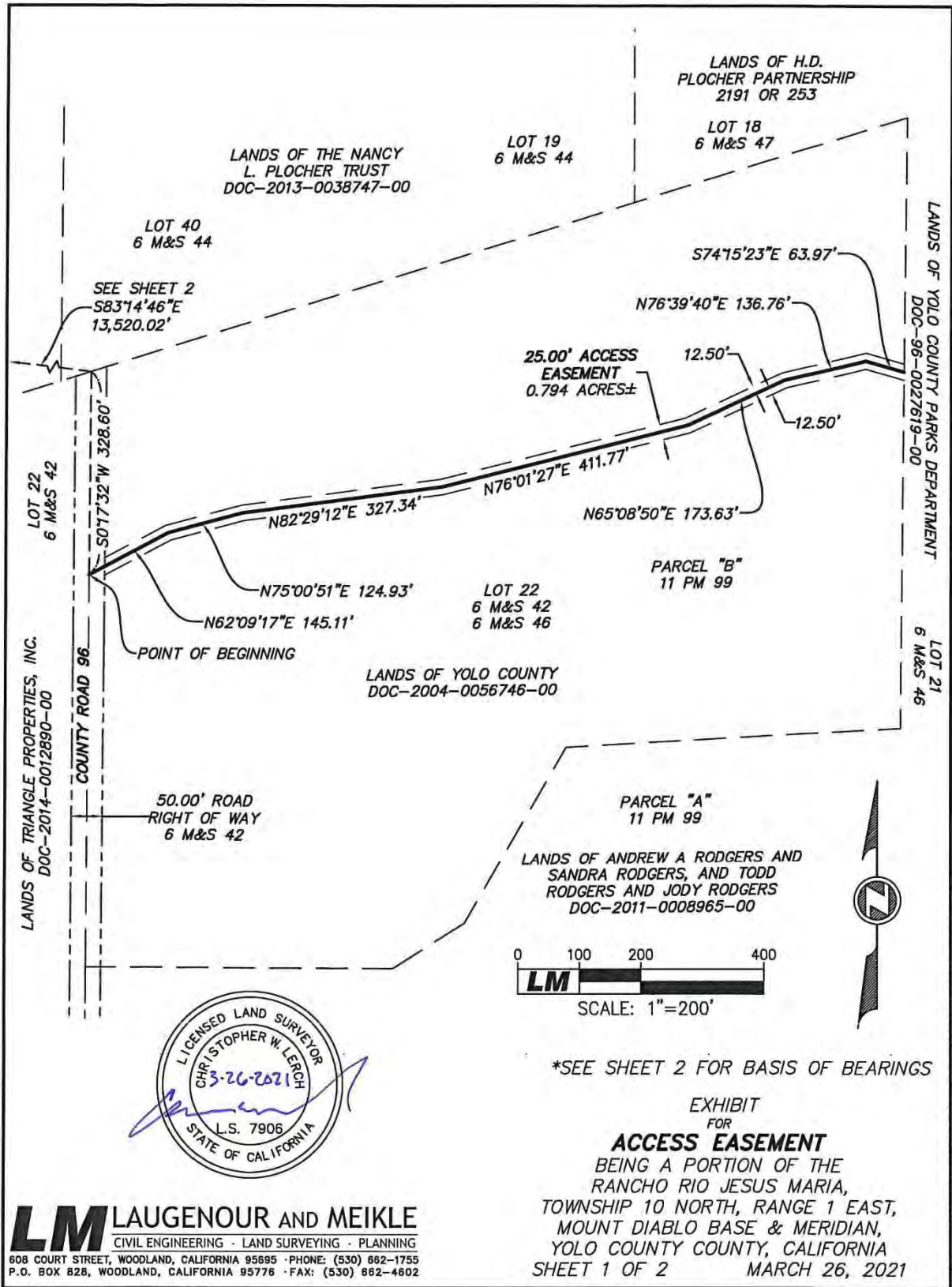
End of description.


Christopher W. Lerch

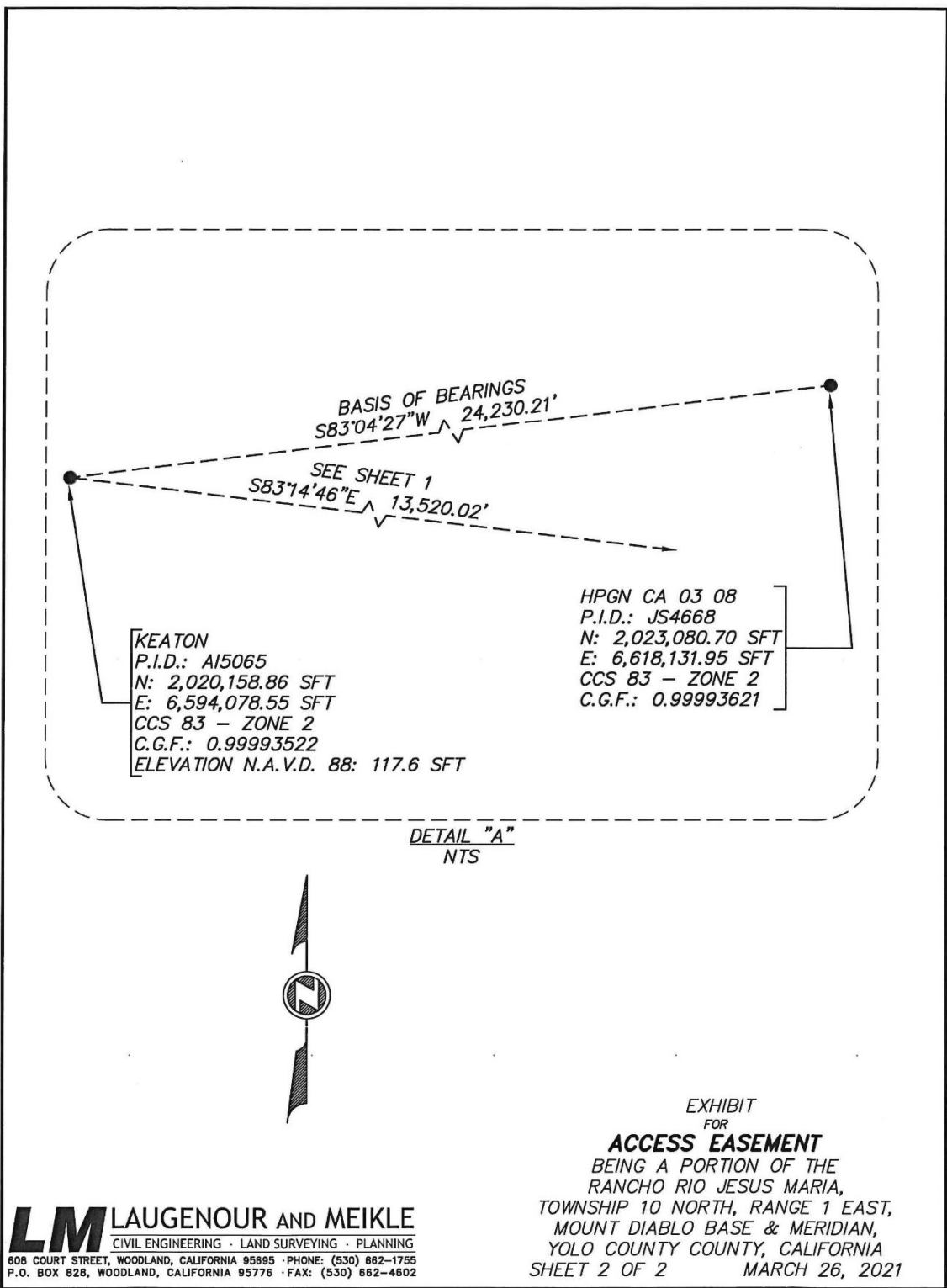


3-26-2021
Date

**EXHIBIT D
MAP OF ACCESS ROUTE**



X:\Land Projects\4368-1\dwg\4368-1_Base_1_Topo



KEATON
 P.I.D.: A15065
 N: 2,020,158.86 SFT
 E: 6,594,078.55 SFT
 CCS 83 - ZONE 2
 C.G.F.: 0.99993522
 ELEVATION N.A.V.D. 88: 117.6 SFT

HPGN CA 03 08
 P.I.D.: JS4668
 N: 2,023,080.70 SFT
 E: 6,618,131.95 SFT
 CCS 83 - ZONE 2
 C.G.F.: 0.99993621

DETAIL "A"
 NTS



LM LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING
 608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

EXHIBIT
 FOR
ACCESS EASEMENT
 BEING A PORTION OF THE
 RANCHO RIO JESUS MARIA,
 TOWNSHIP 10 NORTH, RANGE 1 EAST,
 MOUNT DIABLO BASE & MERIDIAN,
 YOLO COUNTY COUNTY, CALIFORNIA
 SHEET 2 OF 2 MARCH 26, 2021

X:\Land Projects\4368-1\dwg\4368-1_Base_1_Topo