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AND WHEN RECORDED MAIL TO:

Yolo Land Trust
P.O. Box 1196
Woodland, CA 95776
Attention: Executive Director

APN:048-210-008 & 048-190-016

Space Above Line for Recorder's Use Only

AMENDED AND RESTATED

**GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT
AND PERMANENT RESTRICTIONS ON USE**
(including Transfer Fee Upon Conveyance and Third-Party Beneficiary)

THIS AMENDED AND RESTATED GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE ("Conservation Easement" or "Easement") is granted as of _____ 2022, by **CACHE CREEK 243, LLC**, a California limited liability company (the "Landowner"), to **YOLO LAND TRUST**, a California nonprofit public benefit corporation ("YLT"). Landowner and YLT are collectively referred to as "Parties."

R E C I T A L S

A. Landowner is the sole owner of the entire fee simple interest of certain agricultural real property in Yolo County, California, legally described in the attached **Exhibit A** (the "Overall Property"), and identified as Yolo County Assessor's Parcel Numbers 048-210-008 and 048-190-016. The Overall Property consists of approximately **243** acres of land together with certain improvements located thereon.

B. Landowner granted to YLT an agricultural conservation easement on a portion of the Overall Property consisting of approximately **99.88** acres of land (the "Easement Area South") in that certain Grant Deed of Agricultural Conservation Easement and Permanent Restrictions On Use recorded in the Official Records of Yolo County on _____, 2022, as Document No. _____ ("Original Easement Deed"). Easement Area South is legally described in the attached **Exhibit B-1** and is shown on the survey attached as **Exhibit B-3**, hereby incorporated herein by this reference.

C. Landowner now desires to amend and restate the above-referenced agricultural conservation easement to add an additional portion of the Overall Property consisting of approximately **140.516** acres of land (the "Easement Area North"). Easement Area North is subject to the rights reserved below in Section 5(b). Easement Area North is legally described in the attached **Exhibit B-2** and is shown on the survey attached as **Exhibit B-3**, hereby incorporated herein by this reference. The Easement Area North and Easement Area South together consist of approximately **240** acres of land (referred to collectively as the "Easement Area"). The Easement Area does not include any portion of the West Adams Canal located between Easement Area North and Easement Area South.

D. The parties intend that this Amended and Restated Grant Deed Of Agricultural Conservation Easement And Permanent Restrictions On Use instrument shall amend, restate and supersede the terms of the Original Easement Deed.

E. The Easement Area consists of open farmland, and the majority (82.7%) of the soil of the Easement Area is a combination of Marvin silty clay loam (Mf), Yolo silt loam, 0-2% slopes, MLRA17 (Ya), and Brentwood silty clay loam, 0-2% slopes (BrA), which is classified by the Natural Resource Conservation Service, U.S. Department of Agriculture and the California Department of Conservation Farmland Mapping and Monitoring Program as Prime Farmland if Irrigated. The remainder of Amended and Restated Easement Area's soils (17.3%) are comprised of Soboba gravelly sandy loam (Sn), Loamy alluvial land (Lm), and Riverwash (Rh) and are not considered prime farmland. A more detailed description of the soils on the Easement Area is included in the Amended and Restated Baseline Conditions Report referenced below in Recital I.

F. This Conservation Easement is being executed and delivered to satisfy, in part, farmland mitigation requirements for a project to expand the Yolo County Landfill (the "County's Project"). County's Project will cause the conversion of farmland to non-farmland use. Pursuant to the Conditions of Approval for the County's Project (Mitigation Measures AG-1a and AG-1b), the County of Yolo, a political subdivision of the State of California ("County"), as the developer of County's Project, is required to purchase and dedicate a conservation easement or pay an in-lieu fee equivalent to the amount of agricultural land (in acres) for the permanent conservation of approximately 243 acres of farmland. This Conservation Easement is recorded in accordance with the County's farmland mitigation requirement.

G. Landowner for valuable consideration grants this Conservation Easement to YLT for the primary purpose of ensuring that the agricultural productive capacity and open space character of the Easement Area will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented and corrected. The Parties agree that the current agricultural use of, and any existing improvements on the Easement Area as of the Effective Date, including those more fully described in the Amended and Restated Baseline Conditions Report (described in Recital G below), are consistent with the "Conservation Purpose" of this Conservation Easement, as defined in Section 1 below.

H. The Conservation Purpose of this Conservation Easement is recognized by, and the grant of this Conservation Easement will serve, the preservation of farmland pursuant to the following clearly delineated governmental conservation policies:

- 1) Sections 815.1 and 815.2 of the California Civil Code, which define perpetual conservation easements;
- 2) California Constitution Article XIII, section 8 and Revenue and Taxation Code sections 421.5, 422.5 and 423, and California Civil Code section 815.1, under which this agricultural conservation easement is an enforceable restriction, requiring that the Easement Area's tax valuation be consistent with restriction of its use as an agricultural conservation easement;
- 3) Section 51070 of the California Government Code, which declares a public interest in the acquisition of open space lands for the purpose of preserving and maintaining open space;

- 4) Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands;
- 5) The land use and agricultural policies of the Yolo County 2030 Countywide General Plan, which states that it is the County’s objective and policy to preserve and maintain essential agricultural lands; and
- 6) The Yolo County Agricultural Conservation and Mitigation Program, as set forth in section 8-2.404 of the Yolo County Code, which implements the agricultural land conservation policies contained in the Yolo County General Plan with a program designed to permanently protect agricultural land located within the unincorporated planning area.

I. The agricultural and other characteristics of the Easement Area, its current use, and state of improvement, are documented and described in a “Amended and Restated Baseline Conditions Report” dated YLT will insert date, and prepared by consultant Alford Environmental with the cooperation of Landowner and incorporated herein by reference. The Amended and Restated Baseline Conditions Report consists of reports, maps, photographs and other documentation, and provides an accurate and complete, though nonexclusive, representation of the Easement Area as of the date of this Conservation Easement. The Parties acknowledge, as set forth in **Exhibit D**, attached hereto and incorporated herein, that each has received a copy of the Amended and Restated Baseline Conditions Report, and that it accurately represents the Easement Area as of the date of the Conservation Easement. One of the purposes of the Amended and Restated Baseline Conditions Report is to serve as a baseline for monitoring compliance with the terms of this Conservation Easement. The Amended and Restated Baseline Conditions Report may be used to establish whether or not a change in the use or character of the Easement Area has occurred, but its existence shall not preclude the use of other evidence to establish the condition of or improvements to the Easement Area as of the date of this Conservation Easement.

J. Yolo Land Trust is a “qualified organization,” a “nonprofit organization” and is otherwise a qualified organization, as defined by the Internal Revenue Code, California Public Resources Code section 10221, and California Civil Code section 815.3, as applicable. Yolo Land Trust, as certified by a resolution of the Yolo Land Trust’s Board of Directors, accepts the responsibility of enforcing the terms of this Conservation Easement and upholding its Conservation Purpose forever.

K. By accepting this Conservation Easement, YLT is undertaking to preserve and protect in perpetuity the Conservation Purpose of this Conservation Easement and the “Conservation Values” of the Easement Area, as defined in Section 1 below.

GRANT OF CONSERVATION EASEMENT

NOW, THEREFORE, for the reasons given above, and for valuable consideration, the receipt and legal sufficiency of which is acknowledged by Landowner, as well as the mutual promises and covenants in this instrument, Landowner voluntarily grants and conveys to YLT, and its successors and assigns, and YLT voluntarily accepts, a perpetual conservation easement as defined by sections 815.1 and 815.2 of the California Civil Code restricting in perpetuity the uses which may be made of the Easement Area, all as described in this Conservation Easement.

The Parties agree as follows:

1. Statement of Purpose; Conservation Values

The primary purpose of this Conservation Easement is to enable the Easement Area to remain in agricultural use by preserving and protecting its soils, agricultural productive capacity, agricultural viability, utility, character and values (the “Conservation Purpose”). The Easement Area’s agricultural productive capacity, the quality of its agricultural soils (as described in the Amended and Restated Baseline Conditions Report) and its open space, are collectively referred to as the “Conservation Values” of the Easement Area Except as otherwise permitted under this Conservation Easement, no activity, use, or development of the Easement Area for any purpose or in any manner that significantly impairs, interferes with, or conflicts with the Conservation Values of the Easement Area shall be permitted. The term “significantly” impairs, interferes with, or conflicts with the Conservation Values of the Easement Area (or any derivation thereof, as applicable) shall mean having a material, adverse effect on the quality or character of the Conservation Values of the Easement Area that is intended to be protected.

2. *Rights and Interests Conveyed; Extinguishment of Development Rights*

To accomplish the Conservation Purpose of this Conservation Easement, subject to the terms and conditions of this Conservation Easement, the following rights and interests are conveyed by Landowner to YLT:

(a) To carry out the Conservation Purpose of this Conservation Easement and to preserve and protect in perpetuity the Conservation Values of the Easement Area.

(b) To enter upon and inspect the Easement Area for the purposes of: (1) identifying the condition of, uses, and practices occurring on the Easement Area; and (2) monitoring those uses and practices to determine whether they are consistent with this Conservation Easement. Except as provided in Section 10(a) (in the event of an emergency or suspected emergency), entry is permitted with 48-hours notice to Landowner and shall be made in a manner that will not unreasonably interfere with Landowner’s use and quiet enjoyment of the Easement Area.

(c) To prevent any activity on or use of the Easement Area that is not permitted by, or consistent with, this Conservation Easement, and to require the restoration of areas or features of the Easement Area that may be damaged by any condition, activity, or use that is not permitted. However, unless otherwise specified, nothing in this Conservation Easement shall require Landowner to take any action to restore the condition of the Easement Area damaged by earthquake, fire, flood or other acts of God, or from any prudent action taken by Landowner under emergency conditions, or any action taken by a government entity under emergency conditions, to prevent, abate, or mitigate significant injury to the Easement Area, resulting from such causes, or action taken by a government entity on neighboring property physically affecting the Easement Area, by any action or conduct by YLT or any of its agents, employees, contractors or subcontractors, or any trespass committed by any unauthorized third parties provided, that Landowner agrees to take commercially reasonable actions to minimize trespassing by unauthorized third parties that could significantly impair or interfere with the Conservation Values, including posting no trespassing signs (Landowner shall not however be required to fence in or gate any portion of the Easement Area).

(d) Except as specifically reserved in this Conservation Easement, all development rights that were previously, are now, or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Easement Area are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Easement Area as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Easement Area or any other property. This Conservation Easement shall not create any development rights.

3. *Landowner’s Right to Use Easement Area for Agricultural Purposes*

Landowner reserves the right to use the Easement Area for agricultural purposes, in accordance with applicable law and the terms and conditions of this Conservation Easement. This Conservation Easement is not intended to limit Landowner's discretion to employ Landowner's choices of agricultural uses and management practices so long as those uses and practices are consistent with this Conservation Easement. Landowner also reserves the right to change crops, use different or new farming techniques and to construct and maintain irrigation and/or associated utility improvements necessary or desirable to irrigate the Easement Area for agricultural purposes. The Parties acknowledge that preservation of the Conservation Values permits changes in farming techniques necessary or desirable to maintain economically viable farming operations. Accordingly, Landowner is not limited to those farming techniques currently known or foreseeable, but rather may use new or different farming techniques that are consistent with this Conservation Easement.

4. Landowner's Reserved Rights; Landowner's Retained Responsibilities

(a) *Landowner's Reserved Rights.* Subject to Section 2 and the rules of interpretation set forth in Section 22(a), as owner of the Easement Area, Landowner reserves all interests in the Easement Area not transferred, conveyed, restricted or prohibited by this Conservation Easement. These reserved rights include, but are not limited to, the right to sell, lease, encumber, or otherwise transfer the Easement Area to anyone Landowner chooses, as well as the right to privacy, the right to exclude any member of the public from trespassing on the Easement Area, any other rights consistent with the Conservation Purpose of this Conservation Easement, and any other rights not prohibited under this Conservation Easement. Nothing contained in this Conservation Easement shall be construed as giving rise to any right or ability in YLT to exercise physical or management control over the day-to-day operations of the Easement Area, or any of Landowner's permitted activities on the Easement Area.

(b) *Landowner's Retained Responsibilities.* Landowner retains all rights and privileges of ownership that are not prohibited or restricted by this Conservation Easement, and Landowner retains all responsibilities of ownership. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on YLT, or in any way to affect any obligations of Landowner as owner of the Easement Area, including, but not limited to, the following:

(i) *Taxes.* Landowner is solely responsible for payment of all taxes and assessments levied against the Easement Area. If YLT pays any property taxes or assessments to protect YLT's interests in the Easement Area, Landowner will reimburse YLT for the same, together with interest at the legal rate from the date of the payment by YLT.

(ii) *Upkeep and Maintenance.* Landowner is solely responsible for the upkeep and maintenance of the Easement Area to the extent required by law. Neither YLT nor the County shall have any obligation for the upkeep or maintenance of the Easement Area.

(iii) *General Liability and Indemnification.* In view of YLT's and the County's negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Easement Area, Landowner shall indemnify, protect, defend and hold harmless YLT and the County, and their respective officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns (collectively, "Agents and Assigns") from and against all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, orders, liens, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, or causes of action or cases and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which YLT and the County may be subject or incur relating to the Easement Area or the Conservation Easement, which may arise from or is in any way connected with: (a) injury or the death of any person, or

physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, unless due to the gross negligence or intentional misconduct of YLT, the County and/or their respective Agents and Assigns; (b) Landowner's negligent acts or omissions or Landowner's breach of any representation, warranty, covenant or agreement contained in this Conservation Easement; or (c) violations of any Federal, State, or local laws, including all "Environmental Laws" as defined in Section 19(e) below, by any person other than YLT, the County and/or their respective Agents and Assigns, in any way affecting, involving, or relating to the Easement Area. Landowner shall maintain comprehensive general liability insurance in the amount of no less than Three Million Dollars (\$3,000,000.00) for the Easement Area (either in a stand-alone general liability policy, or as part of any umbrella coverage, or a combination of the two), and provided further that such coverage may be under any insurance policy covering the entire Overall Property and/or any other real property or operations owned or maintained by Landowner or any of Landowner's affiliated or related entities). Landowner shall cause all such policies of insurance to name YLT as additional insureds and provide YLT annually with a certificate of insurance for each such policy and all renewals thereof. A certificate of insurance shall also be provided prior to the recording of this Conservation Easement.

Neither YLT, the County, nor their respective Agents and Assigns shall have responsibility for the operation of the Easement Area, monitoring of hazardous conditions on it, or the protection of Landowner, the public or any third parties from risks relating to conditions on the Easement Area. Without limiting the foregoing, neither YLT, the County, nor their respective Agents and Assigns shall be liable to Landowner or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Easement Area occurring pursuant to this Conservation Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Landowner or any other person or entity, except as the claim, liability, damage, or expense is the result of the gross negligence or intentional misconduct of YLT, the County and/or their respective Agents and Assigns.

(c) *Compliance with Laws.* Nothing in this Conservation Easement relieves Landowner of any obligation with respect to the Easement Area or restriction on the use of the Easement Area imposed by law. For example, Landowner must comply with all applicable zoning and building statutes, ordinances and regulations, and all other applicable statutes and regulations. This Conservation Easement shall not be construed as granting Landowner any rights not permitted by local land use and/or zoning regulations at the time of construction, demolition, occupation, or other regulated use. It is the Landowner's responsibility to comply with all laws.

5. *Permitted Uses and Actions.*

In addition to uses and actions not otherwise prohibited by this Conservation Easement, the uses and actions below are permitted as long as they are conducted in a manner consistent with this Conservation Easement. All improvements and structures are subject to the impervious surface limitation set forth at Section 8 below.

Landowner shall give advance notice to YLT in writing ("Written Advisement") in accordance with the procedures set forth in Sections 9 and 21 prior to undertaking any action, construction or other improvement on the Easement Area that requires a building, grading, or zoning permit or environmental regulatory review or permit. Written Advisement to YLT is not required for action, construction or other improvements on the Easement Area which are allowed under local law without obtaining a building, grading, or zoning permit or environmental regulatory review or permit.

(a) *Fences.* Existing fences may be repaired and replaced, and new fences may be built on the Easement Area for purposes of reasonable and customary management of livestock, wildlife and farm crops, and the reasonable and customary security of the farm crops and other improvements upon the Easement Area.

(b) *Development Envelopes in Easement Area North.*

(i) *Roadside Stand.* A roadside stand may be located in Easement Area North adjacent to a public or private right-of-way and may be constructed outside the Development Envelope (as hereinafter defined). Roadside Stand shall mean a small structure for the display, marketing and sale of agricultural products predominantly grown, raised or produced on the Easement Area or grown, raised or produced on other real property that is located in the Yolo County.

(ii) *Agricultural Development Envelope.* New buildings and other new structures, and improvements to be used primarily for agriculture may be located in Easement Area North within an “Ag Development Envelope.” The Ag Development Envelope shall consist of two (2) acres in a location to be determined by the Landowner in Landowner’s sole and absolute discretion. Landowner shall designate the location by written notice to YLT (which designation and written notice may be provided by Landowner to YLT at any time during the existence of this Conservation Easement) and shall provide access to YLT to mark the area and boundary. Landowner shall pay, at its sole cost and expense, for all expenses YLT may incur to survey or otherwise document the location of the Ag Development Envelope. YLT shall modify its records to reflect the location of the Ag Development Envelope and upon request, Landowner shall acknowledge the modification of YLT’s records. During annual monitoring, YLT shall note any permitted new structures located within the Ag Development Envelope. No residential dwellings will be allowed within the Ag Development Envelope. All buildings, structures, and improvements must comply with the Yolo County Zoning Ordinance in effect at the time of construction. Agricultural structures that may be located within the Ag Development Envelope include, but are not limited to barns, shops, greenhouses, agri-chemical and fuel storage facilities related to the agricultural operations on the Easement Area, and processing, packaging, cooling facilities for agricultural products predominantly grown, raised or produced on the Easement Area or grown on other real property that is located in the Yolo County.

(iii) *Residential Development Envelope.* A new residence and appurtenant outbuildings and improvements for residential use may be located in the Easement Area North within a “Residential Development Envelope.” The Residential Development Envelope shall consist of two (2) acres in a location to be determined by the Landowner in Landowner’s sole and absolute discretion. Landowner shall designate the location by written notice to YLT (which designation and written notice may be provided by Landowner to YLT at any time during the existence of this Conservation Easement) and shall provide access to YLT to mark the area and boundary. Landowner shall pay, at its sole cost and expense, for all expenses YLT may incur to survey or otherwise document the location of the Residential Development Envelope. YLT shall modify its records to reflect the location of the Residential Development Envelope and upon request, Landowner shall acknowledge the modification of YLT’s records. During annual monitoring, YLT shall note any permitted new structures located within the Residential Development Envelope. All buildings, structures, and improvements must comply with the Yolo County Zoning Ordinance in effect at the time of construction. Structures that may be located within the Residential Development Envelope include, but are not limited to one single-family residence and one accessory dwelling unit.

The Roadside Stand, the Ag Development Envelope, the Residential Development Envelope are referred to collectively as “Development Envelopes.” All structures individually and collectively within

the Development Envelopes or otherwise allowed under this easement must be consistent with the impervious surface limitations set forth in Section 8.

(c) *Utilities and Septic Systems.* Wires, lines, pipes, cables, poles, towers, panels, or other facilities providing electrical, gas, solar, water, sewer, communications, energy generation, or other utility services that serve the Easement Area, the Overall Property and/or any portion thereof, or to transmit power generated on the Easement Area, the Overall Property and/or any portion thereof (to the extent permitted by Section 6(g)) may be installed, maintained, repaired, removed, relocated and replaced. Landowner may grant rights-of-way over and under the Easement Area for such purposes with Written Advisement to YLT and provided that YLT determines in its reasonable discretion that they do not significantly impair or interfere with the Conservation Values under this Conservation Easement. In addition, septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired, replaced, relocated or improved, but must be located within the Development Envelope(s) unless the local governing agency requires such systems to be located elsewhere, in which event Landowner must size such systems so the disturbance of the soil is as minimal as possible. All wires, lines, pipes, cables, poles, towers, panels, or other facilities providing electrical, gas, solar, water, communications, energy generation, or other utility services presently existing on the Easement Area are approved.

(d) *Storage of Agricultural Products and Equipment and Waste.* The storage of the agricultural products, agricultural chemicals, agricultural byproducts and agricultural equipment is permitted as long as they are intended to be used for agricultural production on the Easement Area, the Overall Property and/or any portion thereof. Use and storage must be in accordance with applicable law and labeling requirements. "Agricultural chemicals" includes herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations even though they may be Hazardous Materials as defined in 19(f). Temporary storage of waste generated on the Easement Area, the Overall Property and/or any portion thereof, for periodic removal off-site or use on-site is permitted. Composting of organic materials from the Easement Area and other real property owned by Landowner in the vicinity is also permitted provided that the Conservation Values are not significantly impaired.

(e) *Unpaved Farm Roads.* Construction and maintenance of unpaved farm roads that are reasonably necessary and incidental to agricultural production on the Easement Area are permitted, provided that, to the extent reasonable, with respect to agricultural efficiency, productivity and cost, such unpaved farm roads shall not be located on prime soils identified on maps provided by the United States Department of Agriculture, and shall not significantly diminish or impair the agricultural productive capacity of the Easement Area. All existing farm roads located on the Easement Area as of the Effective Date are approved.

(f) *Liens or Encumbrances on Property.* Landowner may use the Easement Area as collateral for any current or subsequent borrowing, provided any current or subsequent obligations secured by the Easement Area are subordinate to this Conservation Easement. YLT agrees to accept this Conservation Easement subject only to the existing liens and encumbrances of record set forth in **Exhibit E**. All monetary liens existing on the Effective Date of this Conservation Easement (other than liens for taxes not yet due and payable) shall be expressly subordinated to the Conservation Easement. For purposes of clarity, other than item 13 on Exhibit E, all of those other liens and encumbrances specifically identified on Exhibit E are not monetary liens within the meaning of the preceding sentence.

(g) *Emergencies.* In an emergency, Landowner may take such actions as are reasonably necessary to protect physical safety of persons and property on the Easement Area. Landowner shall give YLT prompt notice of any emergency actions taken under this Section. If emergency actions taken in

accordance with this Section continue for more than sixty (60) days, Landowner will seek YLT's written approval pursuant to the procedures described in Section 9 of this Conservation Easement; such approval shall not be unreasonably withheld.

(h) *Tree Removal or Harvesting.* The cutting or removal of trees used for agricultural purposes or for other purposes which do not significantly impair or interfere with the Conservation Values under this Conservation Easement is permitted. Natural trees shall be maintained to the extent possible, but may be removed if they are diseased, damaged, unsafe or otherwise interfere with the agricultural use of the Easement Area.

6. *Uses and Actions Permitted with Prior Written Notice and Written Approval of YLT*

Landowner must provide prior written notice ("Written Notice") to YLT and must obtain YLT's prior written approval ("Written Approval") before Landowner begins any of the uses and practices described in this Section 6. Sections 9 and 21 below describe the procedures for Written Notice and Written Approval. Even with Written Approval, the following uses and practices must be conducted in a manner that does not significantly impair or interfere with the Conservation Values of the Easement Area.

All approved paving and structures are subject to the impervious surface limitation set forth at Section 8 below.

(a) *Paved Roads.* Written Approval is required if any area outside the Development Envelopes is paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Additional paving may be allowed if required by air quality laws or fire safety rules or regulations applicable to the Easement Area. Paving within the Development Envelopes does not require Written Notice or Written Approval but is subject to Section 8.

(b) *Use of Soil, Sand and Gravel.* Extraction and use on the Easement Area of limited quantities of soil, sand, and gravel from the Easement Area as appropriate for the conduct of the agricultural and other activities on the Easement Area is allowed provided the cumulative area in soil, sand, and gravel shall not exceed one (1) acre at any point in time, and the disturbed area shall be promptly restored after extraction is complete. This Section 6(b) does not limit grading and moving of soil in connection with planting, irrigation, and other similar agricultural activities, which such grading and moving may be done without prior notice to or approval of YLT.

(c) *Enhancement Agreements.* Income-enhancement agreements (such as the federal Environmental Quality Incentives Program) to implement conservation practices and to improve or enhance soil, water, plant, animal, air and related resources of the Easement Area consistent with "agricultural activity, operation, or facility, or appurtenances thereof," as defined in section 3482.5 of the Civil Code of California, are permitted so long as all of the following requirements are met: (1) they are consistent with this Conservation Easement; (2) the rights have not been conveyed or extinguished by this Conservation Easement or any other prior agreement; (3) they will not significantly impair or interfere with the agricultural productive capacity of the Easement Area; (4) they do not provide mitigation for the loss of agricultural land; and (5) they do not restrict agricultural husbandry practices as defined in Public Resources Code section 10218.

(d) *Construction within the Development Envelopes.* Construction may be undertaken as limited and described in Section 5(b) and may be undertaken pursuant to any notice provisions (to the extent notice is required) provided for in Section 5 without the need for any further notice or approval under this Section 6.

(e) *Commercial Signs.* Signs may be placed on the Easement Area in accordance with applicable sections of the Yolo County Zoning Ordinance, including section 8-2.2406, as it may be amended from time to time and only for the purpose of advertising agricultural enterprises operating on the Easement Area. However, the total cumulative surface area of all the signs shall not exceed three hundred sixty (360) square feet, and the top of each sign shall be no more than twenty (20) feet from the ground. A maximum of four (4) signs may be erected; no single sign may exceed a surface area of one hundred eighty (180) square feet. No trespassing signs are expressly permitted without prior notice to YLT.

(f) *Oil, Gas, and other Mineral Rights Exploration and Development.*

(i) Prohibition on Surface Disruption. The removal and extraction of oil, natural gas, fuel, or any other mineral substance through a surface removal and extraction method is absolutely prohibited.

(ii) Subsurface Removal and Extraction. Well drilling and underground piping for and the production of subsurface mineral substances does not constitute a surface removal and extraction method, but rather constitutes a subsurface removal and extraction method and such subsurface removal or extraction may be permitted, provided it does not significantly impair or interfere with the Conservation Values. Off-Property drilling, or slant drilling and the participation in a pool lease are permitted, provided the activities are otherwise in accordance with the provisions of this Conservation Easement. Any new pool lease shall be junior and subject to the provisions of the Conservation Easement. Landowner shall obtain YLT's Written Approval prior to conducting any subsurface exploration or extraction which consent YLT shall not unreasonably withhold, condition or delay. As part of YLT's approval, YLT may impose reasonable conditions to protect the Conservation Values of the Easement Area, including that any underground piping be located at or below a certain depth. Any surface disturbance resulting from permitted subsurface extraction activities, such as the extraction of oil, natural gas, or other hydrocarbon products, shall be temporary and limited to an "Extraction Site" not exceeding one (1.0) contiguous acre. There shall be no more than one (1) Extraction Site within the Easement Area at any time. After any temporary subsurface extraction, Landowner shall restore all disturbed areas to a condition similar or equivalent to its topographical state prior to the disturbance by restoring soils and replanting suitable adapted vegetation. Whenever possible, access to the Extraction Site shall be by existing roads. All above-ground oil, gas and other hydrocarbon facilities shall also be subject to the impervious surface limitations set forth in Section 8 below. The exploration, development and removal of oil, gas and other hydrocarbons shall not affect the availability, quantity or quality of water resources of the Easement Area for the agricultural uses allowed under this Conservation Easement. Any prohibited impact on the Easement Area or its water resources would violate the terms of this Conservation Easement and the enforcement provisions set forth in Section 10 will apply. Temporary equipment or facilities, strictly for the purpose of exploration and development for such resources, must be located within the Development Envelopes or the one-acre Extraction Site.

(iii) Termination of New Extraction Site. Upon termination of any oil and gas exploration or extraction activities, Landowner shall immediately notify YLT, and the Extraction Site shall be restored to its pre-existing condition within ninety (90) days.

(g) *Renewable Energy Generation for On-Farm Use.* Power generation and transmission facilities primarily for agricultural and other permitted uses on the Easement Area, Overall Property and/or any portion thereof may be constructed. Generation facilities shall be scaled to match the on-farm demand for energy. To the extent the appropriately-sized facilities still produce power in excess of day-to-day energy requirements on the Easement Area, the excess power may be sold to appropriate public or private utilities. Landowner may not undertake any action or grant any right-of-way if the effect of such

action or grant would significantly impair or interfere with the Conservation Values of the Easement Area.

7. Prohibited Uses

Landowner shall not perform, or knowingly allow others to perform, any act on or affecting the Easement Area that is inconsistent with this Conservation Easement. Any use or activity that is inconsistent with the Conservation Purpose of this Conservation Easement or would substantially diminish or impair the Conservation Values is prohibited. Except as otherwise expressly permitted herein, industrial and commercial uses of the Easement Area are prohibited. The following uses and practices, though not an exhaustive recital, are inconsistent with this Conservation Easement, and are prohibited on the Easement Area, except as expressly permitted herein:

(a) *Buildings and Other Structures.* Except as permitted in Sections 5 or 6 above or in Section 22(j) below, the construction or placement of any buildings, residential dwellings, camping accommodations, temporary living quarters of any sort, mobile homes, signs, billboards or other advertising materials, utility towers, or other structures is prohibited.

(b) *Dumping and Trash.* Except as provided in Section 5(d), and except as may be customary for the permitted uses within any of the Development Envelopes, no trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste or "Hazardous Materials" as defined in Section 19 shall be placed, stored, dumped, buried or permitted to remain on the Easement Area.

(c) *Commercial Mining.* Commercial mining or extraction of soil, sand, gravel, rock, or any other mineral substance that disturbs the surface of the land is prohibited.

(d) *Recreational Structures.* Except for noncommercial purposes within Residential Development Envelope, all recreational structures are strictly prohibited on the Easement Area, including without limitation, a stable for the raising, training and boarding of horses.

(e) *Subsequent Easements that Restrict Agricultural Use.* The grant of any subsequent easements, other interests in land, or use restrictions that might diminish, impair or interfere with the Conservation Values of the Easement Area is prohibited. Landowner shall not grant subsequent conservation easements on the Easement Area that interfere with the Conservation Purpose, diminish the Conservation Values of the Easement Area, restrict agricultural practices or interfere with any of the terms of this Conservation Easement, as reasonably determined by YLT.

(f) *Subdivision and Common Ownership of the Easement Area.* The fee transfer of less than the entire Overall Property is prohibited. The division, subdivision, de facto subdivision or partition of the Easement Area, whether by physical, legal, or any other process, is prohibited. The Easement Area is currently comprised of one legal parcel and may only be sold as a single legal parcel. Landowner asserts that no additional, separate legal parcels currently exist within the Easement Area that may be recognized by a certificate of compliance pursuant to California Government Code section 66499.35 based on previous patent deed or easement conveyances, subdivisions, or surveys of any kind. Landowner will not apply for, or otherwise seek recognition of, additional legal parcels within the Easement Area based on certificates of compliance or any other authority.

Landowner will not sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate, or convey any parcel associated with the Easement Area or portion of any parcel of the Easement

Area separately or apart from the Easement Area as a whole, provided, however, that a lease of a portion of the Easement Area for agricultural use or any easement over a portion of the Easement Area (to the extent otherwise permitted under this Conservation Easement) shall not be prohibited by this paragraph.

(g) *Motorized Vehicle Use.* The use of motorized vehicles on the Easement Area is prohibited except in connection with activities authorized under or are otherwise not prohibited by this Conservation Easement (including but not limited to in connection with farming operations, access by persons authorized by Landowner for permitted uses and activities, for property maintenance and security, in emergencies to protect personal health and safety and to monitor this Conservation Easement).

(h) *Commercial Power Generation and Collection.* Generation, collection, or transmission facilities, including solar and wind farms, for the primary purpose of selling power to a public or private utility, and the conveyance of any rights-of-way over, under, or on the Easement Area for any such purpose, are prohibited.

8. *Impervious Surfaces*

The maximum impervious surface area on the Easement Area (including the Development Envelopes) shall not exceed two percent (2%) of the total area of the Easement Area. The total impervious surface coverage limit shall apply to all existing and future structures, any structure with a roof, paved (or similarly impervious surface) driveways, paved (or similarly impervious surface) roads, paved (or similarly impervious surface) parking facilities, and other paved or impervious surface in which water is prohibited from directly percolating into the ground, including any temporary structures even if the soil surface is not disturbed, including but not limited to, greenhouses and farm structures with or without a floor.

9. *Procedures and Standards for Written Advisement, Written Notice and Written Approval*

(a) *Written Advisement of Certain Actions.* Landowner shall give Written Advisement to YLT in accordance with this Section prior to taking any action under Section 5 requiring Written Advisement (or as may be provided elsewhere in this Conservation Easement). The Written Advisement shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to establish that the proposed use or activity will not significantly impair or diminish the Conservation Values and to permit YLT to make an informed judgment as to its consistency with the terms of this Conservation Easement and to enable YLT to keep their records current.

(b) *Written Notice and Written Approval for Certain Actions.* Landowner shall secure Written Approval of YLT in accordance with this Section prior to taking any action requiring YLT's written approval under this Conservation Easement, or any action that may significantly impair or diminish the Conservation Values. When seeking Written Approval, Landowner's Written Notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to establish that the proposed use or activity will not significantly impair or diminish the Conservation Values and to permit YLT to make an informed judgment as to its consistency with the terms of this Conservation Easement.

(c) *Procedure for Review of Proposed Actions.*

(i) Where Written Approval by YLT is required, YLT shall review Landowner's Written Notice and shall notify Landowner within two (2) weeks after receipt of the Written

Approval request, that the Written Approval request was received. If YLT determines that the information submitted was insufficient, YLT shall request that Landowner supply the additional information reasonably necessary to make an informed judgment as to its consistency with the terms of this Conservation Easement.

(ii) YLT shall have thirty (30) days from the date YLT receives the request for written approval from Landowner to review the proposed use or activity and to give notice to Landowner (pursuant to Section 21, below) of its decision. If, in the judgment of YLT, the proposed use or activity should not be permitted in the form set forth in the request, but the proposed use or activity would be permitted if modified, then YLT's response shall notify Landowner of suggested modification(s) and conditions that would permit the use or activity.

(d) *Pending the Determination.* Pending the determination by YLT, the use or activity may not be conducted. If Landowner disagrees with YLT's decision, the Parties may, by mutual agreement, mediate or arbitrate the disagreement. Pending resolution of the disagreement, Landowner agrees that the use or activity shall not be conducted.

(e) *YLT's Sole Discretion in Making Determination.* YLT's determination shall be based upon the reasonably likely effect of the proposed activities and uses upon the Conservation Values protected by this Conservation Easement. Approval or disapproval shall be at the sole reasonable discretion of YLT and may be granted upon conditions that further the purposes of this Conservation Easement. No decision by YLT shall establish precedent for, or commitment to, the outcome of future decisions. Each such request shall be considered and determined on its own and without following or establishing precedent.

10. Enforcement

(a) *Monitoring.* YLT shall manage its responsibilities for this Conservation Easement, including, but not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement, for the purposes of preserving the Conservation Values and carrying out the Conservation Purpose in perpetuity. The County may accompany YLT on its annual monitoring visit to the Easement Area to observe YLT carrying out the monitoring process. With no less than forty-eight (48) hours advance notice (which for purposes of this Section 10(a) may be sent by regular mail, by email or by text, or by telephone conversation and documented in writing), YLT have the right to enter upon, inspect, observe, and evaluate the Easement Area to identify the current condition of, and uses and practices on, the Easement Area to determine whether they are consistent with this Conservation Easement. Failure of YLT to carry out these responsibilities shall not impair the validity of this Conservation Easement or limit its enforceability. YLT shall indemnify and hold Landowner harmless from and against any liabilities, costs, losses, orders, liens, penalties, damages, claims, causes of action, demands, and/or judgments, claims or causes of action arising from acts or omissions of YLT (and the County if the County has accompanied YLT on the monitoring visit) in connection with the inspection or monitoring of the Easement Area under this Conservation Easement, provided that YLT's indemnity obligation set forth above shall not apply to any liabilities, costs, losses, orders, liens, penalties, damages, claims, causes of action, demands, and/or judgments to the extent they arise from the negligence or willful misconduct of Landowner or a violation of this Conservation Easement. In the event of an emergency or suspected emergency, YLT may enter upon, inspect, observe, and evaluate the Easement Area by providing reasonable prior oral notice to Landowner.

(b) *Violations; Notice and Injunctive Relief.*

(i) Except as permitted in subsection (b)(ii) below, if YLT determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, written notice shall be sent to Landowner. The notice shall identify the violation or threatened violation. Where known to YLT, the notice shall identify corrective action necessary to cure the violation. Where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with this Conservation Easement, the notice may demand restoration of the portion of the Easement Area so injured. If Landowner fails to cure the violation within thirty (30) days after notice to Landowner is sent, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period and Landowner fails to begin curing the violation within the thirty (30) day period, or if Landowner does not continue to diligently cure the violation until finally cured, or as otherwise provided in this Conservation Easement, YLT may bring an action at law or in equity to enforce the terms of this Conservation Easement.

(ii) If YLT, in its sole discretion, determines that an ongoing or imminent violation could irreversibly diminish or impair the agricultural productive capacity and open space character of the Easement Area, YLT may pursue its remedies under this Section without prior notice to Landowner or without waiting for the period provided for cure to expire, including but not limited to *ex parte* judicial relief. YLT shall have the right to seek injunctive relief pursuant to this Section 10 if, in YLT's determination, an injunction is required to prevent the irreversible and material impairment of the Conservation Values or the Conservation Purpose or otherwise to enforce this Conservation Easement.

(c) *Damages.* YLT is entitled to recover damages for violation of the terms of this Conservation Easement, including, without limitation, damages for the loss of agricultural and other environmental values. Without limiting Landowner's liability, YLT shall apply any damages recovered to the cost of undertaking corrective action on the Easement Area. Should the restoration of lost values be impossible or impractical for whatever reason, YLT shall apply any and all damages recovered to furthering YLT's mission, with primary emphasis on agricultural conservation easement acquisition and enforcement.

(d) *Equitable Remedies.* YLT's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Parties expressly agree that the Easement Area, by virtue of its Conservation Values, is unique and that a violation of this Conservation Easement, and the ensuing harm or alteration of the Easement Area, may result in damages that are irremediable and not subject to quantification. Landowner agrees that YLT's remedies at law for a violation of the terms of this Conservation Easement may be inadequate and that YLT may seek the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which YLT may be entitled, including specific performance of the terms of this Conservation Easement. YLT's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Equitable relief may include restoration of the Easement Area to the condition that existed prior to the injury.

(e) *Recovery of Costs.* If YLT prevails in any action to enforce the terms of this Conservation Easement against Landowner or against Landowner's guests, employees, contractors, agents, and invitees, any and all costs incurred by YLT in enforcing the terms of this Conservation Easement against Landowner or against Landowner's guests, employees, contractors, agents, and invitees, including, without limitation, costs of suit and reasonable attorneys' fees, and any and all costs of restoration resulting from Landowner's or Landowner's guests, employees, contractors, agents, and invitees violation of the terms of this Conservation Easement shall ultimately be the responsibility of Landowner.

(e) In the event YLT fails to enforce any term, condition, covenant or restriction of this

Conservation Easement, as reasonably determined by the County, the County shall have the right to enforce this Conservation Easement after giving notice to YLT and Landowner and providing a reasonable opportunity under the circumstances for YLT to enforce any term, condition, covenant, or purpose of the Easement. In the event that the County determines that YLT has failed to enforce any of the terms, conditions, covenants, or purposes of this Conservation Easement, the County shall be entitled to exercise the right to enter the Easement Area granted to YLT, including rights of immediate entry in the event of an emergency or suspected emergency where the County determines that immediate entry is required to prevent, terminate or mitigate a violation of this Conservation Easement. County's exercise of its right of enforcement is subject to all of the same rights, duties, and obligations as YLT's enforcement rights, including but not limited to the right to recover reasonable attorneys' fees in the event a violation is determined to have occurred.

(f) The failure of YLT or the County to discover a violation or potential violation, or failure or refusal to exercise any rights under the terms of this Conservation Easement or to take immediate legal action to prevent or correct a violation or potential violation known to the YLT or the County, shall not bar YLT or the County from taking subsequent legal action and shall not constitute a waiver or forfeiture of YLT's or the County's right to enforce any term, condition, covenant or purpose of this Conservation Easement or any other term herein.

11. No Public Access

Landowner retains the right to privacy, and nothing in this Conservation Easement shall be construed as a grant to the general public of any right to enter the Easement Area.

12. Water

(a) *Water Rights.* Landowner shall retain and reserve all groundwater, appropriative, prescriptive, riparian, contractual, or other water rights appurtenant to the Easement Area. Landowner shall not permanently transfer, encumber, lease, sell, or otherwise sever such water rights from title to the Easement Area itself; but the preceding shall not restrict the right of Landowner to enter into sales, purchases, leases, exchanges, and other transactions in water rights (including without limitation water sharing and water well agreements) of limited term not to exceed two (2) years. Any transfer of water shall not impair the long-term agricultural productive capacity or open space character of the Easement Area, and only that quantity of water or water rights that is not necessary for present or future agricultural production on the Easement Area may be temporarily distributed. Any water that is temporarily distributed shall be retained in Yolo County for agricultural production only. Notwithstanding the foregoing, water use and water transfers shall comply with all applicable laws.

(b) *Maintenance and Enhancement of Water Sources.* Landowner maintains the right to use, maintain, establish, construct, and improve water sources, surface ponds, wells, pumps, levees for water recharge, water courses, water impoundments, and water bodies within the Easement Area for the uses permitted by this Conservation Easement, provided that Landowner does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Easement Area. Landowner may alter the natural flow of water over the Easement Area in order to improve drainage of agricultural soils, promote water conservation, reduce soil erosion, or improve the agricultural management potential of the Easement Area, including the establishment of a drain water retention pond, provided such alteration does not harm the Conservation Values.

(c) *Degradation of Water Quality.* Any use or activity that would pollute or significantly degrade the quality of surface or sub-surface waters on or underlying the Easement Area for the agricultural uses permitted on the Easement Area is prohibited.

13. *Transfer of Conservation Easement by YLT*

(a) *Voluntary Transfer.* YLT may transfer its interests in this Conservation Easement to a private non-profit organization whose primary mission is to protect farmland, farmland soils, and farm viability and which, at the time of transfer is a “qualified organization” under section 170(h) of the U.S. Internal Revenue Code or successor provision and is permitted to hold a conservation easement under California Civil Code section 815.3. If no such private nonprofit organization exists or is willing to assume the responsibilities imposed by this Conservation Easement, then this Conservation Easement shall be transferred to the County or, at County’s discretion, to a public agency authorized to hold interests in real property as provided in section 815.3(b) of the Civil Code of California. Such a transfer may proceed only if the transferee agency or qualified organization expressly agrees to assume the responsibility imposed on the transferring party by this Conservation Easement pursuant to an assignment and assumption agreement. All transfers shall be duly recorded.

(b) *Transfer Upon Dissolution of YLT.* If YLT, or its successor, ceases to exist or no longer qualify to hold the Conservation Easement under section 170(h) of the Internal Revenue Code or applicable state law, the duty to hold, administer, monitor and enforce the Conservation Easement shall pass to the County or, at County’s discretion, to a private non-profit organization whose primary mission is to protect farmland, farmland soils, and farm viability and which, at the time of transfer is a “qualified organization” under section 170(h) of the U.S. Internal Revenue Code or successor provision and is permitted to hold a conservation easement under California Civil Code section 815.3, or to a public agency authorized to hold interests in real property as provided in section 815.3(b) of the Civil Code of California. Such a transfer may proceed only if the transferee agency or qualified organization expressly agrees to assume the responsibility imposed on the transferring party by this Conservation Easement pursuant to an assignment and assumption agreement. All transfers shall be duly recorded.

14. *Transfer of Easement Area*

(a) *Transfer Subject to Easement.* Subject to this Conservation Easement, Landowner may transfer the Easement Area or a leasehold interest therein but each transferee shall take subject to, and be bound by, the provisions of this Conservation Easement. Immediately upon transfer of fee title to the Easement Area from Landowner to any transferee, the transferee shall become the “Landowner” hereunder for all purposes. Landowner shall notify YLT in writing at least thirty (30) days before conveying the Easement Area, or any part thereof or interest therein, to any third party. Failure of Landowner to do so shall not impair the validity of any conveyance, limit its enforceability in any way, or excuse the transferee from complying with the terms of this Conservation Easement. Any document conveying an interest, including any document conveying a lease, in the Easement Area shall expressly incorporate by reference this Conservation Easement. In connection with a sale or transfer of the Easement Area, Landowner may request from YLT an estoppel certificate as described in Section 22(i) below.

(b) *Transfer Fee to YLT.* The Parties recognize and agree that any transfer of the Overall Property will result in an additional burden on the monitoring and enforcement responsibilities of YLT. Therefore, each transfer of the fee interest of the Overall Property (except for “Permitted Transfers” as defined below) shall require Landowner’s payment of a transfer fee to YLT or its successor. For purposes of this Conservation Easement, “Permitted Transfer” shall mean any of the following: (i) a transfer without consideration (e.g. an inter vivos or testamentary gift); or (ii) any transfer of a portion of the Overall Property made as a result of condemnation or eminent domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity. The fee shall be equal to three-fourths of one percent (0.75%) of the fair market value of the Easement Area transferred (the “Transfer Fee”) which fair market value shall

be determined by taking the gross sales price for the Overall Property and dividing it by the total acreage of the Overall Property, then multiplying the product thereof by the total number of acres of the Easement Area. The payment of the Transfer Fee will directly benefit the stewardship, defense and administration of the Conservation Easement and contribute to the protection of the Conservation Values in perpetuity.

(c) *Notice of Transfer Fee Instrument.* Landowner and YLT agree to execute and record a “NOTICE OF PAYMENT OF TRANSFER FEE REQUIRED” (“Notice”) in accordance with the applicable provisions of California Civil Code sections 1098.5 and 1098.6, respecting the Transfer Fee. The Transfer Fee shall be used by YLT exclusively for purposes which provide a direct benefit to the Easement Area as defined in CFR section 1228.1. The payment of the Transfer Fee shall be the obligation of the seller of the Easement Area and shall be paid to YLT at the address set forth in the above referenced Notice, with a confirmation of payment made in writing to YLT at the address for giving notices to YLT as set forth hereinbelow. Landowner or any subsequent purchaser shall provide reasonable written proof of the sales price of the Easement Area, including but not limited to executed closing statements, contracts of sale, copies of deeds or other similar evidence satisfactory to YLT. An exchange of properties pursuant to Internal Revenue Code section 1031, or similar statute, shall be deemed to be for consideration based on the appraised market value of the Easement Area at the time of the exchange; market value shall be determined by agreement of Landowner and YLT, or in the absence of such agreement, by an appraiser selected by YLT that is State certified, designated, and qualified to value the real property, whose appraisal fee shall be paid by YLT.

(d) *Nonpayment of Transfer Fee.* In the event of non-payment of the Transfer Fee in accordance with this Section, YLT shall have the right to record a lien against the Easement Area in the amount equal to the unpaid Transfer Fee plus any and all reasonable costs and attorney’s fees necessary to prepare and enforce the lien of the Transfer Fee. The lien shall be recorded in accordance with California Civil Code sections 2872 et seq. The lien shall be subordinate to this Conservation Easement and any other prior liens, encumbrances, mortgages and deeds of trust of record and any subsequent mortgages or deeds of trust. A copy of the lien shall be mailed via certified mail, return receipt requested, to the purchaser at his last known address upon recordation of the lien. After the expiration of thirty (30) days following the mailing of a copy of the lien, the lien may be enforced in any manner permitted by law, including without limitation a sale by the court or sale by the trustee designated by YLT in the lien, in the sole exercise of their discretion, in accordance with the provisions of section 2924 of the California Civil Code.

(e) *Delivery of Baseline Conditions Report.* Landowner shall deliver to the buyer, as part of the escrow for the transfer of the Easement Area, Landowner’s original signed Baseline Conditions Report (and including any supplements or additions thereto), or request YLT provide a complete copy to the buyer at Landowner’s expense. In addition, Landowner shall obtain from buyer and deliver to YLT an acknowledgement in substantially the same form as **Exhibit D** attached hereto, wherein the buyer acknowledges receipt of the Baseline Conditions Report and certifies that the Baseline Conditions Report is an accurate representation of the condition of the Easement Area as of the date of the acknowledgement (subject to any changes of condition specified by the buyer).

15. *Amendment of Conservation Easement*

This Conservation Easement may be amended only with the written consent of Landowner, YLT and the County. Any amendment shall be consistent with the Conservation Purpose and with YLT’s easement amendment policies in effect at the time of the proposed amendment and shall comply with section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section, and with section 815 et seq. of the Civil Code of California. Any amendment shall have a net

beneficial or neutral effect on the Conservation Values protected by the Conservation Easement. No amendment shall: (i) diminish or affect the perpetual duration or the Conservation Purpose of this Conservation Easement nor the status or rights of YLT under the terms of this Conservation Easement; (ii) confer a private benefit to Landowner or any other individual greater than the benefit to the general public; (iii) result in private inurement for a board member, staff or contract employee of YLT or violate YLT's conflict of interest policy; or (iv) jeopardize YLT's tax-exempt status or status as a charitable organization under state or federal law. Any amendment shall be duly recorded with the Recorder's Office of Yolo County.

16. *Extinguishment / Termination*

It is the intention of the parties that the Conservation Purpose of this Easement shall be carried out forever. If circumstances arise in the future that render all of the Conservation Purposes of this Easement impossible to accomplish, this Conservation Easement can be terminated or extinguished, whether in whole or in part, on the initiative of the YLT or the Landowner, but only by judicial proceedings in a court of competent jurisdiction. The initiating party shall give notice to the other party and to the County of any prospective termination or extinguishment of this Easement not less than 60 days before initiating such proceedings. The County may intervene in any such judicial proceedings to protect or retain this Easement.

The fact that the land is not in agricultural use is not reason for termination of this Conservation Easement. No inaction or silence by YLT shall be construed as abandonment of the Conservation Easement. If the Conservation Easement is terminated, the amount of compensation to which YLT is entitled from any sale, exchange, or involuntary conversion of all or any portion of the Easement Area subsequent to such termination or extinguishment, shall be determined in accordance with Section 18. Other than pursuant to the provisions of eminent domain or in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion or conveyance of any kind of all or part of the Easement Area, or of any interest in it, shall limit or terminate the provisions of this Conservation Easement.

17. *Eminent Domain*

(a) Termination of the Conservation Easement through condemnation (or purchase in lieu of condemnation or settlement of an eminent domain proceeding) is subject to the eminent domain laws of the State of California, federal law, and this Conservation Easement, and shall require approval of YLT and the County. If all or any part of the Easement Area is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement (in whole or in part), the Parties acknowledge that YLT and the County is each entitled to certain rights of notice, comment, and compensation as provided in California Code of Civil Procedure section 1240.055. If Landowner or YLT is notified that the Easement Area may be acquired for public use by eminent domain, the party receiving such notice shall notify the other parties of the potential acquisition no later than fifteen (15) days after first receiving such notice. Prior to the inspection of the Easement Area by the appraiser pursuant to Government Code section 7267.1 or any other provision of law, Landowner shall notify YLT that it or its designated representative may accompany the appraiser during his or her inspection. Within seven (7) days of receiving any notice of the hearing on the resolution of necessity pursuant to Code of Civil Procedure section 1245.235, Landowner shall provide YLT a copy of the notice of the hearing. As provided in Code of Civil Procedure sections 1250.220 and 1250.230, in any eminent domain proceeding to acquire all or a portion of the Easement Area, YLT and the County shall be named as a defendant and may appear in the proceedings.

(b) The Easement Area may not be taken by eminent domain or in lieu of eminent domain if the planned use is more than seven years in the future (California Code of Civil Procedure section 1240.220). YLT shall be paid by the condemnor the value of the Conservation Easement at the time of condemnation. All of the references to the Code of Civil Procedure and the Government Code in this Section 17 refer to the statutes in effect on the date of this Conservation Easement. The Parties understand that the referenced statutes may be amended or repealed in the future and agree to comply with all applicable laws concerning eminent domain. Should this Conservation Easement be extinguished, condemned, or otherwise terminated on any portion of the Easement Area, the balance of the Easement Area shall remain subject to this Conservation Easement. In such event, this Conservation Easement shall be amended by the Parties, if necessary, to reflect the modified Easement Area on the balance of the Easement Area, and encumbrances junior to this Conservation Easement shall remain subordinate to the Conservation Easement as amended.

18. *Proceeds From Sale or Other Disposition If Conservation Easement Is Terminated*

(a) The grant of this Conservation Easement gives rise to a property right, immediately vested in YLT. For purposes of allocating proceeds from a sale or other disposition of the Easement Area at the time of and in the event of termination of this Conservation Easement YLT's property rights shall have a value equal to the difference between the current fair market value of the Overall Property unencumbered by the Conservation Easement and the current fair market value of the Overall Property encumbered by the Conservation Easement, each as determined on or about the date of the termination. The values shall be determined by an appraisal performed by an appraiser jointly selected by Landowner and YLT. If the Parties cannot agree on the selection of the appraiser, the YLT shall jointly identify three appraisers and the Landowner shall select one of the three appraisers. The appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. If the termination was sought by Landowner, the cost of the joint appraisal shall be paid by Landowner. Nothing herein shall prevent Landowner or YLT from having an appraisal prepared at any party's individual expense. The value payable to YLT shall be paid at the time of termination; no final court order or other instrument terminating the Conservation Easement shall be recorded or will be effective unless YLT is first paid the value as provided above.

Upon termination of this Conservation Easement or any portion thereof, YLT shall be paid the value of the Conservation Easement. This Conservation Easement shall not be deemed terminated until such payment is received by YLT. YLT shall use the payment to acquire interests in other agricultural mitigation land in Yolo County, as approved by the County and provided in the County's Agricultural Conservation and Mitigation Program set forth in section 8-2.404 of the Yolo County Code of Ordinances.

(b) If YLT obtains payment on a claim under a title insurance policy insuring the Conservation Easement, it shall be distributed as set forth in Section 18(a) above.

19. *Landowner's Environmental Warranty*

(a) Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in YLT or the County to exercise physical or management control over the day-to-day operations of the Easement Area, or any of Landowner's activities on the Easement Area, or otherwise to become an "owner" or "operator" or "generator" or "arranger" with respect to the Easement Area as those words are defined and used in "Environmental Laws" as defined below.

(b) Landowner warrants that it has no actual knowledge of a release or threatened release of "Hazardous Materials" (as defined below) on, at, beneath, or from the Easement Area, in violation of applicable Environmental Laws. Landowner hereby promises to hold harmless and indemnify YLT and

the County against all litigation, claims, administrative actions, testing, investigations, remediation, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Easement Area, or arising from or connected with a violation of any Environmental Laws by Landowner. Landowner's indemnification obligation shall not be affected by any authorizations provided by YLT or the County to Landowner with respect to the Easement Area; provided, however, that YLT shall be responsible for any Hazardous Materials contributed after this date to the Easement Area to the extent that YLT contributed to the Hazardous Materials.

(c) If at any time after the Effective Date of this Conservation Easement there occurs a release, discharge, or other incident in, on, or about the Easement Area of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to take any steps that are required of Landowner with respect thereto under federal, state, or local law necessary to ensure its containment and remediation, including any cleanup.

(d) Landowner warrants that with respect to the Easement Area, it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Easement Area. Landowner further agrees to not allow anyone to place Hazardous Materials on the Easement Area(except as provided in 5(d) above).

(e) "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(f) "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal sources, asbestos-containing materials, and any other element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.

20. Landowner's Title Warranty

Landowner represents and warrants that Landowner has fee simple title to the Easement Area including the entire mineral estate and, to the best of Landowner's knowledge, has disclosed to YLT any off record lease agreements, liens, and encumbrances affecting the Easement Area. **Exhibit E**, attached hereto, sets forth the non-financial, senior, prior encumbrances of record existing as of the date of execution of this Conservation Easement (the "Prior Encumbrances"). Landowner shall defend its title to the Easement Area against all claims that may be made against it (nothing herein however prohibits Landowner from resolving any such claims in a manner and on terms that does not materially interfere

with the Conservation Easement). If Landowner discovers at any time that any old or new interest in the Easement Area exists that is not disclosed in **Exhibit E**, Landowner shall immediately notify YLT of the discovery, and shall take all necessary steps to ensure that the interest is made subject to and subordinate to this Conservation Easement and that the existence of the interest or the exercise of any rights under it does not interfere with the Conservation Purpose of this Conservation Easement.

21. Notices and Written Advisements

Any notices, Written Advisements, Written Notice, or Written Approval required by or given under this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail return receipt requested or sent by overnight courier, to the Parties respectively at the following addresses, or to such other addresses as the Parties may designate by notice (a courtesy copy may be sent by email, but is not required):

To Landowner:	Cache Creek 243, LLC Attn: David Silveira 709 Dutton St Winters, CA 95694 Email: monticello1@sbcglobal.net
To YLT:	Yolo Land Trust Attn: Executive Director P.O. Box 1196 Woodland, CA 95776 Email: mclark@theyololandtrust.org
To the County:	County of Yolo Attn: County Counsel 625 Court Street, #201 Woodland, CA 95695 Email: kimberly.hood@yolocounty.org

22. General Provisions

(a) *Interpretation.* This Conservation Easement shall be interpreted under the laws of the State of California and the United States, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purpose and the policy and purpose of section 815 et. seq. of the California Civil Code, notwithstanding economic or other hardship or changes in circumstances or conditions. Except as otherwise provided, references to authorities in this Conservation Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Conservation Easement becomes effective. No provision of this Conservation Easement shall constitute governmental approval of any improvements, construction, or other activities that may be permitted under this Conservation Easement.

(b) *Successors.* Every provision of this Conservation Easement that applies to Landowner or YLT shall also apply to, and this Conservation Easement shall bind and inure to the benefit of, its agents, heirs, executors, administrators, tenants, assigns, and other successors in interest. Landowner and YLT and their respective successors shall each solely be liable under this Conservation Easement for liability accruing from their own respective actions and omissions occurring during their respective periods of

ownership of the Overall Property or as Grantee under this Conservation Easement (as applicable), and such accrued liability shall survive the transfer of title.

(c) *Severability.* If any term, provision, covenant, condition, or restriction of this Conservation Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or otherwise not effective, the remainder of the Conservation Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

(d) *Perpetuation of Conservation Easement.* Pursuant to California Civil Code section 815.1, this Conservation Easement shall be of perpetual duration. No merger of title, estate, or interest shall be deemed affected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Easement Area, or any portion of the Easement Area. It is the express intent of the Parties that this Conservation Easement cannot be extinguished by, or merged into, any other interest or estate in the Easement Area now or hereafter held by YLT, or YLT's successor or assignee. In the event that either YLT or YLT's successor or assignee shall ever acquire the fee simple title to the Easement Area, the acquiring party will assign and convey its interest under this Conservation Easement to a third party in accordance with Section 13 (Transfer of Conservation Easement by YLT).

(e) *No Waiver.* Enforcement of the terms of this Conservation Easement is at the discretion of YLT. Any failure of YLT to discover a violation or potential violation, or any forbearance by YLT to exercise their rights under this Conservation Easement, shall not be deemed or construed to be a waiver by YLT of such term or of any of YLT's rights under this Conservation Easement. No delay or omission by YLT in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. No forbearance or waiver by YLT of any default or breach, whether intentional or not, shall be deemed to extend to any prior or subsequent defaults or breaches, nor shall it affect in any way any rights arising by virtue of any prior or subsequent occurrence.

(f) *Recording.* This Conservation Easement shall be recorded in the Official Records of the County of Yolo, State of California.

(g) *Integration.* This Conservation Easement is the final and complete expression of the agreement between the Parties with respect to this subject matter. Any and all prior or contemporaneous agreements with respect to this subject matter, written or oral, are merged into and superseded by this written instrument. Without limitation of the foregoing, this Conservation Easement amends, supersedes, replaces and restates in its entirety, the Original Easement Deed.

(h) *Administrative Costs.* The administration of this Conservation Easement by YLT requires considerable time and expense. YLT shall bear all routine administrative expenses related to the Conservation Easement including, but not limited to the following activities: routine easement monitoring and reporting, and Written Advisement of permitted activities. Landowner agrees to pay the reasonable administrative expenses for non-routine administration of the Conservation Easement including, but not limited to enforcement of Conservation Easement violations, preparation of estoppel certificates under Section 22(i) and Landowner's Conservation Easement amendment requests.

(i) *Estoppel Certificate.* In connection with a sale or financing of the Easement Area, YLT, upon not less than twenty (20) days' prior written notice from Landowner, shall execute and deliver to Landowner or any person designated by Landowner, an estoppel certificate in reasonable form, stating the following: (1) that Landowner is not in violation of this Conservation Easement or, (2) if Landowner is in violation, the nature of the violation. Any such statement may be conclusively relied upon by the prospective purchaser, assignee, sublessee, lender, or other person or entity reasonably requesting the estoppel certificate.

(j) *Informational Sign.* Subject to Landowner's consent, which will not be unreasonably withheld, delayed, or conditioned, YLT may erect and maintain a sign in a prominent location on the Easement Area, bearing information indicating that the Easement Area is subject to a Conservation Easement held by YLT. The sign may acknowledge the sources of funding for the easement acquisition if applicable. The sign shall comply with all applicable laws including applicable sections of the Yolo County Code. The placement of signs that exceed what is allowed under the Yolo County Code is strictly prohibited. The wording of the information shall be determined by YLT after review with Landowner but shall clearly indicate that the Easement Area is privately owned and not open to the public.

(k) *Exhibits and Recitals.* All of the exhibits attached to this Conservation Easement are hereby incorporated into this Conservation Easement by this reference. All recitals in this Conservation Easement are accurate and shall constitute an integral part of this Conservation Easement, and this Conservation Easement shall be construed in light of those recitals.

(l) *Joint Rights and Obligations.* When Landowner or YLT is comprised of more than one individual or entity, the rights and obligations of said parties by this Conservation Easement shall be joint and several.

(m) *Counterparts.* The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(n) *Effective Date.* The Effective Date is the date on which a fully executed Conservation Easement is recorded in the Official Records of Yolo County.

23. *Third Party Beneficiary.*

The County is an intended third-party beneficiary of this Conservation Easement in accordance with California Civil Code sections 1085 and 1559 and common law and, as such, holds the right to enforce its terms in accordance with applicable laws and regulations; provided, however, that (i) only YLT (including any successor to YLT) shall have the right to enforce the provisions of this Conservation Easement unless and until the County gives written notice to Landowner that YLT has been replaced as the enforcing party by the County, and (ii) thereafter, only the County shall have such enforcement authority, until the County gives written notice to Landowner that YLT has been reinstated as the enforcing party. It is the intent of the preceding sentence that, at any particular time, only one party shall have the right to enforce the terms of this Conservation Easement against Landowner (YLT or the County). Except as expressly provided in this Section 23, there shall be no third-party beneficiaries of this Conservation Easement.

24. *Acceptance.*

As attested by the signatures of their authorized representatives affixed hereto, in exchange for consideration, YLT hereby accept without reservation the rights and responsibilities conveyed by this Amended and Restated Grant Deed of Agricultural Conservation Easement and Permanent Restrictions on Use.

Signatures appear on the next page.

IN WITNESS WHEREOF, Landowner and YLT, intending to be legally bound, have set their hands to this Amended and Restated Grant Deed Of Agricultural Conservation Easement And Permanent Restrictions On Use on the date first above written. To Have and To Hold, this Conservation Easement unto YLT, their successors and assigns, forever.

LANDOWNER:

CACHE CREEK 243, LLC,
a California limited liability company

By: _____
David Silveira, Manager and authorized signatory

YLT:

YOLO LAND TRUST,
a California nonprofit public benefit corporation

By: _____
Michele Clark, Executive Director

**ACCEPTANCE OF CONSERVATION EASEMENT BY THE COUNTY OF YOLO
AND DISCHARGE OF MITIGATION REQUIREMENT**

The COUNTY OF YOLO, a political subdivision of the State of California (County), hereby accepts and approves the foregoing Amended and Restated Grant Deed of Agricultural Conservation Easement and Permanent Restrictions on Use (the “Conservation Easement”) and the rights conveyed therein.

The County agrees that recordation of this Amended and Restated Conservation Easement satisfies a 240.396 acre portion of the obligation of Yolo County to mitigate for the conversion of 243 acres of agricultural land to a soil borrow site. The mitigation obligation of Yolo County was required in connection with the Yolo County Central Landfill Borrow Site Project (“Project”) approved by the County on June 9, 2015. Although the County’s Agricultural Conservation and Mitigation Program Ordinance exempts public uses from the mitigation requirements, the Project is subject to the adopted Mitigation Measures included as conditions of approval of the Project. The County of Yolo approved the Project subject to mitigation requirements identified as Mitigation Measures AG-1a and AG-1b pursuant to which the Project may purchase and dedicate a conservation easement according to the Agricultural Conservation and Mitigation Program Ordinance to mitigate for impacts related to the loss of agricultural land

COUNTY OF YOLO

By: _____

Name:

Title:

Date: _____

Approved as to Form:

County Counsel

By: _____

Name: Kimberly Hood
Assistant County Counsel

ACKNOWLEDGMENTS

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 _____) ss:

On _____, ____ before me, _____ Notary Public,
personally appeared _____, 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]

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 _____) ss:

On _____, ____ before me, _____ Notary Public,

personally appeared _____, 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]

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 _____) ss:

On _____, ____ before me, _____ Notary Public,
personally appeared _____, 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]

List of Exhibits
Conservation Easement

Exhibit A	Legal Description of Overall Property
Exhibit B-1	Legal Description of the Easement Area South
Exhibit B-2	Legal Description of the Easement Area North
Exhibit B-3	Survey of the Easement Area (including Easement Area North and Easement Area South)
Exhibit C	County Approval as evidenced by County Resolution
Exhibit D	Amended and Restated Baseline Conditions Report Certification
Exhibit E	Prior Liens and Encumbrances

EXHIBIT A

Legal Description of Overall Property

Exhibit "A" Legal Description

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

A portion of the Rancho Canada de Capay, described as follows:

Bounded on the North by lands commonly known as the Woodland Tract; on the East by land now or formerly owned by Thomas R. Lowe; on the South by Cache Creek and on the West by land now or formerly owned by John G. Mast. Said land being the land described in that certain deed from George A. Mast, to May A. Mast, recorded March 28, 1927 in Book 114 of Deeds, at Page 28, Records of Yolo County.

Excepting therefrom, that portion thereof described on Exhibit "A" of the Deed to the County of Yolo, recorded November 10, 1999, as Instrument No. 1999-0034464, Yolo County Records..

APN: 048-190-016-000, 048-210-008-000

EXHIBIT B-1

Legal Description of the Easement Area South

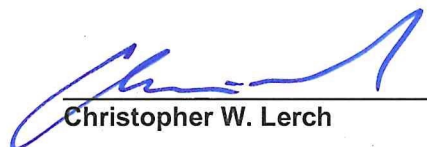
SOUTH CONSERVATION EASEMENT

THAT portion of real property situate in the County of Yolo, State of California, and being a portion of the Rancho Canada de Capay, Township 10 North, Range 1 West, Mount Diablo Base and Meridian, also being a portion of that certain Parcel of Land as described in Document No. 2017-0005654-00, said County Records, and also being a portion of the Lands of Cache Creek 243, LLC, as shown on that certain map entitled "Record of Survey for Cache Creek 243, LLC", filed in Book 2017 of Maps at Pages 95 - 96, said County Records, and being more particularly described as follows:

BEGINNING at a point on the Easterly line of said Lands of Cache Creek 243, LLC, said point being distant from National Geodetic Survey designation "GWM 17" the following three (3) courses and distances: 1) South 57°41'30" East 30,202.36 feet to National Geodetic Survey designation "169"; 2) South 48°49'28" West 6,489.71 feet to a point on said Easterly line of said Lands of Cache Creek 243, LLC; and 3) along said Easterly line, South 10°13'35" West 3,873.09 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and leaving said Easterly line, North 19°22'26" West 134.15 feet; thence North 15°19'40" West 99.49 feet; thence North 66°03'09" West 1,479.29 feet to the Westerly line of said Lands of Cache Creek 243, LLC; thence, along said Westerly line, South 10°21'23" West 2,710.89 feet to the Southwest corner of said Lands of Cache Creek 243, LLC; thence, along the Southerly line of said Lands of Cache Creek 243, LLC the following three (3) courses and distances: 1) South 51°35'07" East 641.47 feet; 2) South 71°45'48" East 922.94 feet; and 3) South 79°31'11" East 73.07 feet to the Southeast corner of said Lands of Cache Creek 243, LLC; thence, along said Easterly line of said Lands of Cache Creek 243, LLC, North 10°13'35" East 2,585.55 feet to the POINT OF BEGINNING.

Containing 99.880 acres of land, more or less.





Christopher W. Lerch

12-13-2021

Date

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "GWM 17" and "169"; said "GWM 17" (PID-JT0105) having coordinates of North (Y) 2,046,315.77 sft and East (X) 6,549,147.00 sft with an epoch date of 2010.00; said "169" (PID-JS2170) having coordinates of North (Y) 2,030,174.40 sft and East (X) 6,574,671.94 sft with an epoch date of 2010.00; said grid bearing being South 57°41'30" East 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 0.999924845.

End of description.

EXHIBIT B-2

Legal Description of the Easement Area North

NORTH CONSERVATION EASEMENT

THAT portion of real property situate in the County of Yolo, State of California, and being a portion of the Rancho Canada de Capay, Township 10 North, Range 1 West, Mount Diablo Base and Meridian, also being a portion of that certain Parcel of Land as described in Document No. 2017-0005654-00, said County Records, and also being a portion of the Lands of Cache Creek 243, as shown on that certain map entitled "Record of Survey for Cache Creek 243, LLC", filed in Book 2017 of Maps at Pages 95 - 96, said County Records, and being more particularly described as follows:

BEGINNING at a point on the Easterly line of said Lands of Cache Creek 243, LLC, said point being distant from National Geodetic Survey designation "GWM 17" the following two (2) courses and distances: 1) South 57°41'30" East 30,202.36 feet to National Geodetic Survey designation "169"; and 2) South 48°49'28" West 6,489.71 feet to a point on said Easterly line of said Lands of Cache Creek 243, LLC and to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING, and continuing along said Easterly line, South 10°13'35" West 3,771.87 feet; thence, leaving said Easterly line, North 19°22'26" West 44.37 feet; thence North 15°19'40" West 121.43 feet; thence North 66°03'09" West 1,515.08 feet to the Westerly line of said Lands of Cache Creek 243, LLC; thence, along said Westerly line, North 10°21'23" East 4,025.35 feet; thence, leaving said Westerly line, and running parallel to and 20.00 feet Southerly of the Northerly line of said Lands of Cache Creek 243, LLC, South 67°10'01" East 461.15 feet; thence, running parallel to and 20.00 feet Southerly of the Southerly line of that certain 35.00-foot Road Easement as described in Exhibit B of Document No. 1999-0034464-00, said County Records, the following four (4) courses and distances: 1) South 22°49'59" West 5.81 feet; 2) South 66°55'41" East 204.82 feet; 3) along a curve to the right concave Southwesterly, said curve having a radius of 1,445.00 feet through a central angle of 38°49'30" and having an arc distance of 979.17 feet; and 4) South 28°06'11" East 122.95 feet to the POINT OF BEGINNING.

Containing 140.516 acres of land, more or less.




Christopher W. Lerch

12-13-2021
Date

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "GWM 17" and "169"; said "GWM 17" (PID-JT0105) having coordinates of North (Y) 2,046,315.77 sft and East (X) 6,549,147.00 sft with an epoch date of 2010.00; said "169" (PID-JS2170) having coordinates of North (Y) 2,030,174.40 sft and East (X) 6,574,671.94 sft with an epoch date of 2010.00; said grid bearing being South 57°41'30" East 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 0.999924845.

End of description.

EXHIBIT B-3

Survey of the Easement Area

EXHIBIT C
County Resolution

EXHIBIT D

Acknowledgement of Amended and Restated Baseline Conditions Report

An Amended and Restated Baseline Conditions Report dated _____ was prepared by _____ on behalf of the Yolo Land Trust (the “Amended and Restated Baseline Conditions Report”) to document the current status of that certain real property identified as **Assessor Parcel Number(s) 048-210-008 & 048-190-016** (the “Overall Property”) to be encumbered by the recording in the Official Records of Yolo County of the Grant Deed of Agricultural Conservation Easement and Permanent Restrictions on Use (the “Conservation Easement”). The Conservation Easement will be held by the Yolo Land Trust, a California non-profit public benefit corporation.

DECLARATION OF RELIANCE AND CERTIFICATION OF RECORD

Acting as the Executive Director of the Yolo Land Trust and as its custodian of land records, I declare that the Yolo Land Trust has relied upon, and will rely upon the information contained within the Amended and Restated Baseline Conditions Report to describe the condition of the Easement Area. Further, I certify that the preparation of the Amended and Restated Baseline Conditions Report complies with our general procedures for creating and maintaining business records, and specifically with our procedures for the creation of baseline reports. The Amended and Restated Baseline Conditions Report was prepared in the regular course of our business for the purpose of managing our conservation easement portfolio.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on _____.

Michele Clark, Executive Director of the Yolo Land Trust

ACKNOWLEDGEMENT OF CONDITION AND RECEIPT OF THE AMENDED AND RESTATED BASELINE REPORT

_____, Manager of _____, LLC, a California limited liability company, as Landowner and Michele Clark, Executive Director, Yolo Land Trust, certify that each is familiar with the condition of the Easement Area South and do acknowledge and certify that the Amended and Restated Baseline Conditions Report, and all of its inclusions, is an accurate representation of the condition of the Easement Area as of the date of the Conservation Easement. Duplicate originals of the Amended and Restated Baseline Conditions Report were signed and delivered by each of Landowner and YLT on this date, and each received a duplicate original of the Amended and Restated Baseline Conditions Report.

CACHE CREEK 243, LLC,
a California limited liability company

YOLO LAND TRUST,
a California nonprofit public benefit corporation

By: _____
David Silveira, Manager and authorized signatory

By: _____
Michele Clark, Executive Director

Date: _____

Date: _____

EXHIBIT E

Prior Liens and Encumbrances

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2022-2023, a lien not yet due or payable. **[TO BE PAID CURRENT AT CLOSING]**
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California. **[CONFIRM THAT NONE ARE DUE AT CLOSING]**
3. (a) All right, title or claim of any character by the United States, state or local government, or by the public generally, in and to any portion of the Land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks, of Cache Creek navigable in fact or in law; (b) Rights of upper and lower riparian owners in and to the free and unobstructed flow of Cache Creek located on the Land or abutting the land; (c) If the stream or river constitutes a boundary line of the property, any variance between the boundary line as Originally conveyed and the current boundary thereof as now used or occupied; (d) Any dispute arising over the location of the old bed of Cache Creek located on or abutting the land.
4. Any adverse claim based upon the assertion that: (a) Said land or any part thereof is now or at any time has been below the highest of the high water marks of Cache Creek, in the event the boundary of said Cache Creek has been artificially raised or is now or at any time has been below the high water mark, if Cache Creek is in its natural state; (b) Some portion of said land has been created by artificial means or has accreted to such portion so created; (c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Cache Creek, or has been formed by accretion to any such portion.
5. Rights and easements, including but not limited to, recreation, navigation and fishery, which may exist over that portion of said land lying beneath the waters of Cache Creek.
6. Rights of the public and of the County of Yolo, as to that portion of the herein described property lying within County Road No. 19, a public road.
7. An easement over said land for irrigation ditch and incidental purposes, granted to D. Q. Adams, in deed recorded September 24, 1883, (book) 35 (page) 234, Book of Deeds.
8. An easement over said land for irrigation ditch and incidental purposes, granted to Yolo County Consolidated Water Company, in deed recorded July 2, 1903, (book) 64 (page) 139, Book of Deeds. Affects: that portion lying within West Adams Canal. Said easement also recorded July 2, 1903, (book) 64 (page) 140, Official Records.
9. An easement over said land for electrical and communication facilities and incidental purposes, granted to Mt. Shasta Power Corporation, in deed recorded October 18, 1921, (book) 101 (page) 461, Deeds.

10. Restrictions on the use, by the owners of said land, of the easement area as set out in the easement document recorded October 18, 1921, (book) 101 (page) 461, Deeds.
11. Land Use Contract made and entered into pursuant to the California Land Conservation Act of 1965, dated December 15, 1969, executed by Mary Lucille Fritter and Georgia Mast Welles and the County of Yolo, recorded February 2, 1970, as (book) 934 (page) 327, Official Records.
12. An easement over said land for road purposes and incidental purposes, granted to County of Yolo, in deed recorded November 10, 1999, (instrument) 1999-0034464, Official Records.
13. Deed of Trust to secure an indebtedness of \$2,275,000.00, dated February 24, 2017, recorded March 3, 2017, (instrument) 2017-0005655, Official Records, which has been subordinated to the Original Conservation Easement Deed in that certain Subordination Agreement recorded [REDACTED], 2022, Instrument No. [REDACTED] in the Official Records, and further subordinated to this Amended and Restated Conservation Easement in that certain Subordination Agreement recorded in the Official Records concurrently with this Amended and Restated Conservation Easment.
14. The terms, conditions and provisions as contained in the document entitled "Encroachment Permit - 2018-050- 02", by and between Yolo County Flood Control and Water Conservation District and Cache Creek 243, LLC, a California limited liability company, dated May 2, 2018, recorded June 13, 2018, as (instrument) 2018-0013911, Official Records.
15. Subordination Agreement dated [REDACTED], 2022, to subordinate an unrecorded lease to the Original Conservation Easement Deed recorded [REDACTED], 2022, Instrument No . [REDACTED] in the Official Records, which unrecorded lease is further subordinated to this Amended and Restate Conservation Easement in that certain Subordination Agreement dated [REDACTED], 2022 recorded Official Records concurrently with this Amended and Restated Conservation Easement.