

**AGREEMENT TO CONVEY A CONSERVATION EASEMENT**

(Conveyance to be Made in Two Phases)

This Agreement to Convey a Conservation Easement ("Agreement") is dated for reference purposes as of \_\_\_\_\_, 2022 among **CACHE CREEK 243, LLC**, a California limited liability company ("Landowner"), **YOLO LAND TRUST**, a California nonprofit public benefit corporation ("YLT"), and the **COUNTY OF YOLO**, a political subdivision of the State of California ("County").

RECITALS

A. The addresses, telephone numbers and email addresses of the parties to this Agreement are as follows:

Landowner:

Cache Creek 243, LLC  
Attn: Dave Silveira  
709 Dutton St  
Winters, CA 95694  
Tel: 530-681-6860  
monticello1@sbcglobal.net

YLT:

Yolo Land Trust  
Attn: Michele Clark  
P. O. Box 1196  
Woodland, CA 95695  
Tel 530.662.1110  
mclark@theyololandtrust.org

Copy to:

Jacob Ouzts  
Wagner Kirkman Blaine Klomprens &  
Youmans LLP  
10640 Mather Blvd., Suite 200  
Mather, CA 95655  
Tel 916-920-5286  
jouzts@wkblaw.com

Copy to:

Law Offices of Robin Jepsen  
Attn: Robin Jepsen, Esq.  
215 W. Franklin Street 5<sup>th</sup> Fl.  
Monterey CA 93940  
Tel 831-373-6060  
robin@rjepsenlaw.com

County:

Ramin Yazdani  
Director, Integrated Waste Management  
44090 County Road 28H  
Woodland, CA 95776  
Ramin.Yazdani@yolocounty.org

Copy to:

Kimberly Hood  
Assistant County Counsel  
625 Court Street, Room 201  
Woodland, CA 95695  
Tel 530-666-8172  
kimberly.hood@yolocounty.org

B. Landowner is the owner of that certain real property, consisting of approximately 242.9 acres, in the unincorporated area of Yolo County, California, which real property is more particularly described in **Exhibit A** attached hereto ("Overall Property") and is also identified as Yolo County Assessor's Parcel Numbers 048-210-008 (South Parcel) and 048-190-016 (North Parcel). The conservation easement, to be conveyed in two phases, will cover a total of 240.396 acres (hereinafter referred to as "Easement Area") described in **Exhibit B-1(South Parcel) and Exhibit B-2 (North Parcel)** attached hereto is the subject of this Agreement.

C. County is obligated to provide for the conservation of farmland in connection with obtaining authorization from the County of Yolo for the Yolo County Central Landfill Soil Borrow Site Project. Pursuant to Conditions of Approval required as part of the Project's approval (Mitigation Measure AG-1a and AG-1b, County is seeking to protect farmland in perpetuity, through the grant of a conservation easement over and upon the Easement Area ("County's Project"). Landowner has agreed to convey to YLT an agricultural conservation easement, in two phases, over and upon the Easement Area to partially satisfy the farmland mitigation for the County's Project. There will be two escrow closings to facilitate the phased conveyance of the conservation easement.

1) In the first phase, a conservation easement will be granted over and upon the South Parcel identified as **APN 048-210-008 (approx. 99.88 acres)** substantially in the form of the conservation easement attached hereto as **Exhibit C** ("Conservation Easement" or "Easement"). The Conservation Easement shall be granted together with insured right of access thereto from Yolo County Road 19 over and upon existing easement and rights of way for road purposes over the North Parcel identified as 048-190-016 and described on Exhibit B-2, , and all references in this Agreement to the Conservation Easement shall include the right(s) of access thereto and shall be included in the term "Easement Area."

2) In the second phase, the conservation easement recorded in the first phase will be amended and recorded to include the additional grant of conservation easement over and upon the North Parcel identified as **APN: 048-190-016 (approx.140.516 acres)** substantially in the form of the conservation easement amendment attached hereto as **Exhibit D** ("Amended Conservation Easement" or "Amended Easement"). All references in this Agreement to the Conservation Easement or Amended Conservation Easement shall include the right(s) of access thereto and shall be included in the term "Easement Area." In the second phase a two-acre residential building envelope will be permitted on APN 048-190-016, which 2 acre envelope will be included in the Easement Area but will not count toward calculation of the purchase price because it does not meet the mitigation requirements. Costs and expenses associated with amending the Conservation Easement to include the northern portion under this Agreement shall be governed under this Agreement and shall not be governed by Section 22(h) of the Conservation Easement.

3) Except as otherwise stated herein all the terms of the Agreement will apply similarly to each phase of the conveyance. Except as otherwise indicated specifically or by context the term "Conservation Easement" shall include both phases of the conveyance.

THE PARTIES AGREE AS FOLLOWS:

1. **Conveyance of Conservation Easement; Purchase Price.** For and in consideration of the mutual covenants and promises contained in this Agreement and in the Conservation Easement, payment of the purchase price, and in acknowledgement of YLT's reliance on this Agreement and YLT's expenditure of funds and time in connection herewith, Landowner agrees to convey the Conservation Easement to YLT in two phases on the terms and conditions set forth {15868.00100 / 01752408.DOCX.7 }

in this Agreement which shall apply similarly to each phase of the conveyance. YLT shall not be obligated to accept title to the Conservation Easement in either phase if prior to recordation of the Conservation Easement any of the following occur as to the respective phase of the conveyance: (a) Landowner fails, refuses or is unable to perform any of Landowner's obligations under this Agreement; (b) YLT elects to terminate this Agreement because any of Landowner's representations or warranties cease to be true prior to the close of escrow; (c) YLT elects to terminate this Agreement because Landowner is unable to remove an unpermitted title exception; (d) YLT elects to terminate this Agreement in accordance with Section 8 of this Agreement because of unacceptable environmental conditions on the Easement Area; (e) YLT elects not to close by reason of damage to the Easement Area in accordance with Section 10 of this Agreement; or (f) County fails to comply with the terms of this Agreement and that certain "Services Agreement" described in Section 9(d), below, including, but not limited to, the failure to pay the purchase funds as described in Sections 1.1 and 1.2 below, or failure to pay a "Conservation Services Payment" (as defined in the Services Agreement). If any of the foregoing conditions (a) through (f) fail then YLT shall provide notice thereof to Landowner prior to the applicable scheduled closing date, in which case this Agreement shall terminate without any liability on the party of Landowner. It is expressly understood and agreed that except as set forth under Section 7 of this Agreement, YLT's sole remedy under this Agreement in the event of failure of any of the foregoing conditions is to terminate this Agreement. Termination of this Agreement following recordation of the first phase conveyance Conservation Easement shall not in any way affect this Agreement with respect to the first phase conveyance.

1.1 First Phase Conveyance. Purchase funds of \$599,280.00 (calculated based on 99.88 acres x \$6,000/ac), all cash, shall be deposited into escrow by County in sufficient time for the First Phase Closing defined below in Section 2. The purchase funds in the amount of \$599,280.00 shall be released to Landowner from escrow by Escrow Holder contemporaneously upon recordation of the Conservation Easement associated with the first phase conveyance. In no event shall the Conservation Easement associated with the first phase conveyance be recorded prior to the deposit of all of the purchase funds into escrow.

1.2 Second Phase Conveyance. Purchase funds of \$831,096.00 (calculated based on 140.516 acres, less the 2-acre residential envelope that does not meet mitigation requirements, which comes to 138.516 acres x \$6,000/ac), all cash, will be deposited into escrow by County in sufficient time for the Second Phase Closing defined below in Section 2. In the second phase the parties agree that the Landowner has the right to reserve in the amended easement a residential building envelope on the parcel identified as APN 048-190-016 as set forth in the Amended Conservation Easement. The purchase funds in the amount of \$831,096.00 shall be released to Landowner from escrow by Escrow Holder contemporaneously upon recordation of the Amended Conservation Easement associated with the second phase conveyance. In no event shall the Amended Conservation Easement associated with the second phase conveyance be recorded prior to the deposit of all of the purchase funds into escrow.

2. Escrow and Closing. The parties shall open an escrow with Placer Title Company, 30 West Main St., Ste. A Woodland, CA 95695, Escrow Officer Kristen Tadlock, Tel: (530)666-1213, ktadlock@placertitle.com ("Escrow Holder") for the purpose of closing the conveyance of the Conservation Easement. Escrow shall close no later than: **first phase closing on or before June 30, 2022**, ("First Phase Closing" or "First Phase Close of Escrow") and **second phase closing on or before August 31, 2022** ("Second Phase Closing" or "Second Phase Close of Escrow"). The First and Second Phase Closings are collectively "Closing" or "Close of Escrow". This Agreement shall terminate upon the Second Phase Closing or earlier termination of this Agreement, except that

the representations and/or obligations set forth in Sections 6, 7, 8, 9(d), 10, 12 and 14 shall survive the Closing or earlier termination as provided in those sections.

3. **Title.**

3.1 In the First Phase Closing Landowner shall convey the Conservation Easement by grant deed to YLT in substantially the form of the Conservation Easement attached hereto as **Exhibit C** subject only to the following exceptions to the extent they actually touch and concern the Easement Area ("Permitted Exceptions"): (a) the lien for nondelinquent real property taxes (taxes must be paid current); (b) standard pre-printed exceptions on the title insurance policy to be obtained pursuant to Section 4 below; (c) **exception number 1** (subject to confirmation that no unpaid assessments remain outstanding, as confirmed in writing on YLT's title insurance policy that such assessments have been "**PAID CURRENT**"); **exception number 2** (subject to confirmation that no supplemental taxes have been assessed and that nothing has occurred prior to the closing date that will result in such assessment and with the added language "**with respect to events occurring on or after the date hereof**" on YLT's title insurance policy), and **exception numbers 3 through 12, inclusive, and exception 14**, as set forth in that certain preliminary report on Overall Property prepared by Escrow Holder, as Preliminary Report for Escrow No.: P-387095 Update (Version 4), dated as of April 21, 2022 (the "Title Report"), copies of which Title Report have been received by all parties and is incorporated herein by this reference; (d) the provisions of the Conservation Easement; and (e) an exception for a "Notice of Payment of Transfer Fee Required" (described below). For clarity, that certain Deed of Trust referenced in exception 13 of the Title Report, and rights and interests of Monticello Farming, LLC under any unrecorded lease concerning the Overall Property, are permitted to remain on the Overall Property or any portion thereof, subject to subordination agreements in a form and substance suitable to YLT subordinating the interests therein to the Conservation Easement, which subordination agreements will be recorded at the First Phase Closing.

3.2 In the Second Phase Closing Landowner shall convey the Amended Conservation Easement by grant deed to YLT in substantially the form of the Amended Conservation Easement attached hereto as **Exhibit D** subject only to the following exceptions to the extent they actually touch and concern the Easement Area ("Permitted Exceptions"): (a) the lien for nondelinquent real property taxes (taxes must be paid current); (b) standard pre-printed exceptions on the title insurance policy to be obtained pursuant to Section 4 below; (c) **exception number 1** (subject to confirmation that no unpaid assessments remain outstanding, as confirmed in writing on YLT's title insurance policy that such assessments have been "**PAID CURRENT**"); **exception number 2** (subject to confirmation that no supplemental taxes have been assessed and that nothing has occurred prior to the closing date that will result in such assessment and with the added language "**with respect to events occurring on or after the date hereof**" on YLT's title insurance policy), and **exception numbers 3 through 12, inclusive, and exception 14**, as set forth in the Title Report copies of which Title Report have been received by all parties and is incorporated herein by this reference; (d) the provisions of the Conservation Easement, as amended by the Amended Conservation Easement; and (e) an exception for a "Notice of Payment of Transfer Fee Required" (described below). For clarity, that certain Deed of Trust referenced in exception 13 of the Title Report, and rights and interests of Monticello Farming, LLC under any unrecorded lease concerning the Overall Property, are permitted to remain on the Overall Property or any portion thereof, subject to subordination agreements in a form and substance suitable to YLT subordinating the interests therein to the Amended Conservation Easement, which subordination agreements will be recorded at the Second Phase Closing.

3.3 At each closing all outstanding encumbrances securing financial obligations, including any deeds of trust, mortgages, financing statements, as well as all leases, shall be

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subordinated to the Conservation Easement or released, terminated, or reconveyed by Close of Escrow. Landowner and YLT agree to execute and record at closing a Notice of Payment of Transfer Fee Required which reiterates the terms in the Conservation Easement requiring notice to YLT upon any sale of the Easement Area and payment of a Transfer Fee to YLT under certain circumstances.

4. **Title Insurance.** YLT will obtain, at County's expense, a CLTA owner's policy of title insurance, insuring that at each phase of closing title to the Conservation Easement, and as amended, is vested in YLT upon Close of Escrow, subject only to the Permitted Exceptions, and containing an endorsement eliminating the standard exclusion from coverage for "3. [D]efects, liens, encumbrances, adverse claims or other matters:....(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or estate or interest insured by this policy."

5. **Landowner's Promise to Maintain Property.** Landowner agrees to maintain the Easement Area during the term of this Agreement and deliver it at the Close of Escrow substantially in the same order and condition as on the Effective Date (subject to ordinary agricultural operations, damage caused by unaffiliated third parties and acts of God).

6. **Landowner's Representations.** Landowner represents that:

(a) Landowner has full power and authority to enter into this Agreement and to transfer and convey the Conservation Easement to YLT in accordance with the terms of this Agreement and to transfer and convey all right, title and interest in and to the Conservation Easement, and Landowner shall provide YLT and the Escrow Holder at closing with a California Secretary of State certificate of status confirming good standing as to Cache Creek 243, LLC, a California limited liability company;

(b) Except as may be disclosed in any of the Permitted Exceptions, there is no lease, license, permit, other option, right of first refusal or other similar agreement, written or oral, which encumbers the Easement Area;

(c) To the best of Landowner's actual knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Easement Area or pending or threatened against Landowner that could affect Landowner's title to the Overall Property, or any portion thereof, or affect the value of the Conservation Easement;

(d) Except as may be disclosed in any of the Permitted Exceptions, to the best of Landowner's knowledge, there are no encroachments by third parties on the Easement Area, and to the best of Landowner's actual knowledge, Landowner does not encroach upon the real property of any third party adjoining the Easement Area;

(e) To the best of Landowner's actual knowledge, there are no or has been no: (i) uncured notices that have been served upon Landowner from any governmental agency notifying Landowner of any violations of law, ordinance, rule or regulation that would affect the Easement Area; (ii) unpaid bills for labor or materials because of any repairs, works of improvements or materials furnished to Overall Property; (iii) unpaid bills for Yolo County Flood Control & Water Conservation District fees or assessments which pertain to the Easement Area, or (iv) production, use, treatment, storage, transportation, or disposal of any "Hazardous Materials" (as defined in the Conservation Easement), except for the lawful and proper above ground storage and use of farm chemicals and fuel, on Overall Property and Landowner has completed, executed and delivered to YLT an "Environmental Questionnaire and Disclosure {15868.00100 / 01752408.DOCX.7 }

Statement," dated February 2, 2022 describing the condition and history of use of the Easement Area and said Environmental Questionnaire is incorporated herein by this reference; and

(f) This Agreement will not constitute a breach or default under any agreement to which Landowner is bound or to which Overall Property is subject.

YLT has indicated that each of the above representations is material and is relied upon by YLT and all of the above Landowner representations and warranties will be deemed to have been made or affirmed as of the Close of Escrow and will survive the Close of Escrow for a period of one year thereafter.

Upon YLT's request Landowner will provide YLT a certificate confirming the foregoing representations at or prior to the Second Phase Closing.

7. **Remedies Upon Breach.** In the event of Landowner's default under this Agreement, except as may be otherwise provided in this Agreement, YLT shall retain the right to reimbursement from County for YLT's reasonable costs and expenses incurred in attempting to carry out this Agreement *in excess of* Forty Thousand Dollars (\$40,000.00), the amount County previously paid to YLT to reimburse YLT for its costs and expenses in connection with the conveyance of the Conservation Easement, in accord with that certain "Services Agreement" described in Section 9(d), below. YLT shall not have the right of specific performance with respect to the enforcement of this Agreement as to the conveyance of the Conservation Easement, provided that, if the conveyance of the Conservation Easement closes escrow, YLT shall have the right of specific performance against County with respect to the contributions and payments specified in Sections 8 and 9.

8. **Right to Inspect Property; Baseline Conditions Report.** During the term of this Agreement, and following 48 hours advance notice to Landowner, YLT through its employees and agents may enter upon the Overall Property for the purpose of making inspections and investigations as YLT deems appropriate and for the purposes of preparing a baseline conditions report containing an inventory of the Easement Area's relevant features and conditions, its improvements and some of its natural resources ("Baseline Conditions Report"). A second Baseline Conditions Report will be prepared for the second phase. County shall pay the reasonable cost of preparing the Baseline Conditions Reports, which payments shall be made on or before the respective Close of Escrow. In the event this Agreement is terminated, this payment obligation shall survive the termination. YLT agrees to indemnify, defend and hold Landowner harmless from any and all claims, injuries, liabilities, losses, fees (including reasonable attorneys fees), judgments, demands and actions that may be asserted against Landowner or that Landowner may incur or suffer in any way arising out of or relating to YLT and/or its employees presence upon the Overall Property or any portion thereof during any inspections and/or investigations.

The Baseline Conditions Report is required to establish the condition of the Easement Area at the time of the conveyance of the Conservation Easement and without limitation may consist of the following: maps showing the Easement Area lines and other contiguous or nearby protected areas; a scaled map of the area showing all existing man-made improvements, such as roads, and fences and any applicable building envelopes, vegetation, land use history and distinct natural features; aerial photo(s) of the Easement Area; and on-site photographs keyed to specific locations on the Easement Area. YLT shall undertake to prepare the Baseline Conditions Report with Landowner's reasonable cooperation and review.

On or before each Close of Escrow, Landowner and YLT will sign a statement acknowledging that the Baseline Conditions Report accurately represents the condition of the Easement Area at the time of the conveyance of the Conservation Easement.

Should YLT determine, based on its investigation of the Easement Area, that the conditions on the Easement Area are unacceptable to YLT and Landowner is unwilling or unable to remediate or cure any such unacceptable conditions, YLT may elect to terminate this Agreement in which case YLT shall have no obligation to accept title to the Conservation Easement. In the event this Agreement is terminated, County's obligation to pay YLT under the Services Agreement and Sections 7 and 9(d) of this Agreement shall not be affected and those obligations will survive the termination of this Agreement.

9. **Contributions to Yolo Land Trust by County; Services Agreement.**

(a) County hereby subscribes, pledges, and promises to make a contribution to YLT in the amount of Sixty-One Thousand Two Hundred Sixty Dollars (\$61,260.00) ("Stewardship Contribution"). The Stewardship Contribution shall be paid to YLT as a stewardship fund contribution to support YLT's efforts to uphold its duties and responsibilities as the steward of its portfolio of conservation easements and the undertaking of any enforcement actions. The Stewardship Contribution shall be paid to YLT as follows: Thirty-Eight Thousand One Hundred Thirty Dollars (\$38,130.00) in the First Phase Closing, and the balance of Twenty-Three Thousand One Hundred Thirty Dollars (\$23,130.00) in the Second Phase Closing.

(b) County hereby subscribes, pledges, and promises to make a contribution to YLT in the amount of Twenty-Eight Thousand Five Hundred Eighteen Dollars (\$28,518.00) ("Sustainability Contribution") to support YLT's land conservation mission and activities. The Sustainability Contribution shall be paid to YLT as follows: Eleven Thousand Eight Hundred Ninety-Six Dollars (\$11,896.00) in the First Phase Closing, and the balance of Sixteen Thousand Six Hundred Twenty-Two Dollars (\$16,622.00) in the Second Phase Closing.

(c) YLT understands that the contributions outlined in Section 9(a)-(b) shall be payable by County at the respective Close of Escrow, as described above, and only in such event. County and Landowner understand that YLT will act in reliance on County's obligations under this Section 9, provided that Landowner's conveyance of the Conservation Easement (and the amended Conservation Easement) to YLT at the respective Close of Escrow is a condition precedent to the contributions becoming due and payable by County. If the First Closing does not occur for any reason whatsoever, then County's obligations under Section 9(a) – (b) shall become null and void as to the first phase. If the Second Phase Closing does not occur for any reason whatsoever, then County's obligations under Section 9(a) – (b) shall become null and void as to the second phase.

(d) County and YLT entered into that certain Conservation Services Agreement dated as of May 27, 2021, as amended ("Services Agreement"). County has paid to YLT as a Conservation Services Payment the amount of Forty Thousand Dollars (\$40,000.00) as described in the Services Agreement. County hereby promises to pay any additional amount as is necessary to reimburse YLT for all Conservation Services (as that term is described in Section 2 of the Services Agreement) and all reasonable costs of acquiring the conservation easement interest from Landowner, including, but not limited to, the cost to purchase the conservation easement, recording fees, escrow and title charges and all of YLT's transaction costs, including the preparation of the Baseline Conditions Report and any surveys. At Close of Escrow or within 45 days after the Close of Escrow, YLT will prepare an accounting of all Conservation Services and reconcile the Conservation Services Payments, either refunding any excess amount

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received by YLT or invoicing County at Closing for any deficit. County's obligation to pay YLT under the Services Agreement and under Sections 7, 8 and 9(d) shall not be affected by termination of this Agreement and the obligations will survive the Closing or any earlier termination of this Agreement.

10. **Risk of Loss**. All risk of loss shall remain with Landowner until Closing. In the event the conservation values of the Easement Area, as identified in the Conservation Easement, are materially destroyed or damaged prior to Close of Escrow, either party may rescind this Agreement. In the event this Agreement is rescinded, County's obligation to pay YLT under the Services Agreement, as applicable, under Sections 7, 8 and 9(d) of this Agreement shall not be affected and the obligation will survive any rescission or termination of this Agreement.

11. **Notices**. All notices, claims, demands or other communications under this Agreement (each such, a "notice") shall be in writing delivered by hand, email, commercial express courier service, or by registered or certified mail, postage prepaid, to the parties at the addresses set forth in Recital A or such other addresses as the parties may designate by notice. Notices delivered by hand or by commercial express courier service shall be deemed given when received, as evidenced by written receipt. Notices delivered by registered or certified mail shall be deemed given upon mailing. Notices transmitted by email, shall be deemed given when transmitted.

12. **Legal Costs; Indemnity**. If any legal action is brought by any party to enforce any provision of this Agreement, or is based upon any matter arising out of or related in any way to this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party(ies) reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court. This Section shall survive the Close of Escrow or any earlier termination of this Agreement. County shall indemnify, defend with counsel of YLT's choice, and hold YLT harmless from, all expense, loss, liability, damages and claims, including YLT's reasonable attorneys' fees, if necessary, related to or arising out of County's Project, including, but not limited to, County's mitigation and other obligations pertaining thereto, except to the extent caused by the negligence or willful misconduct of YLT. County's indemnity obligation shall survive the Close of Escrow or earlier termination of this Agreement.

13. **Prorations and Fees**. Real property taxes and assessments, including any penalties and interest, on the Easement Area shall be paid current as of the Close of Escrow. The escrow fee, any documentary tax or real property transfer tax arising out of the conveyance of the Conservation Easement and/or fees charged pursuant to Government Code section 27388.1 (Building Homes and Jobs Act), the premium for the title insurance policy, notary fee, recording fee and any other fees and charges shall be paid by County. Additionally, County will pay for any and all escrow fees and other costs except for removal or subordination of financial encumbrances or other costs that relate to Landowner's delivery of title in the condition required by this Agreement.

14. **Broker's Commission**. County has agreed to pay a broker's commission to Cal Ag Properties as follows: Nine Thousand Nine Hundred Eighty-Eight Dollars (\$9,988.00) in the First Phase Closing, and the balance of Fourteen Thousand Fifty-One Dollars (\$14,051.00) in the Second Phase Closing. Other than the foregoing, each party warrants and represents to the others that no broker's commission or "finder's fee" or the like is due or payable as a result of the conservation easement transaction. In the event any person asserts a claim for a broker's commission or finder's fee or the like, the party on account of whose conduct or actions the claim is asserted shall indemnify, defend, and hold the other party(ies) harmless from said claim, including attorneys' fees. This Section shall survive the Close of Escrow or any earlier termination of this Agreement.

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15. **Binding on Successors**. This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

16. **Effective Date**. This Agreement shall be effective on that date on which this Agreement is last signed by the parties hereto (the "Effective Date").

17. **Exhibits and Recitals**. All exhibits attached to this Agreement are incorporated herein by this reference. All recitals in this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

18. **Entire Agreement; Modification**. Except for that certain Services Agreement, this Agreement constitutes the entire agreement by and among Landowner, County and YLT pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, waiver, or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver, or amendment is sought to be enforced.

19. **Counterparts**. This Agreement and any documents required to be executed hereunder may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*Signatures appear on the next page.*

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

**LANDOWNER:**

**YLT:**

**CACHE CREEK 243, LLC**, a California limited liability company

**YOLO LAND TRUST**, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
David Silveira, its Manager and Authorized Signatory

By: \_\_\_\_\_  
Michele Clark, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY:**

**COUNTY OF YOLO**, a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Ramin Yazdani  
Its: Director, Integrated Waste Management

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Kimberly Hood  
Assistant County Counsel

**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  
South Easement Area (First Phase Closing)**

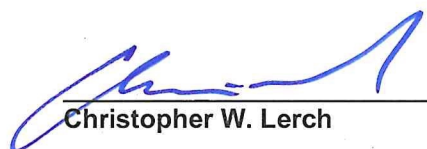
## SOUTH CONSERVATION EASEMENT

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  
North Easement Area (Second Phase Closing)**

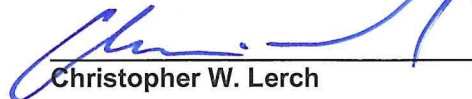
## NORTH CONSERVATION EASEMENT

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 C  
Conservation Easement

EXHIBIT D

Amended Conservation Easement