

RECORDING REQUESTED BY AND

Placer Title Company

WHEN RECORDED MAIL TO:

Yolo Land Trust
P.O Box 1169
Woodland, CA 95776
Attention: Executive Director

APN: 033-170-008 (portion)

Space Above Line for Recorder's Use Only

**GRANT DEED OF CONSERVATION EASEMENT AND
PERMANENT RESTRICTIONS ON USE**

(including Transfer Fee Upon Conveyance and Third-Party Beneficiary)

THIS GRANT DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE (the “**Conservation Easement**”) is dated for reference purposes only as of _____, and is made by YOLO LAND & CATTLE CO., a California limited partnership, as to an undivided 50% interest, and SCOTT A. STONE AND KAREN K. STONE, TRUSTEES OF THE SCOTT A. AND KAREN K. STONE REVOCABLE TRUST dated September 21, 2010, as to an undivided 50% interest (collectively, the “**Landowner**”), in favor of the YOLO LAND TRUST, a California non-profit corporation (“**Easement Holder**”). Landowner and Easement Holder are also referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Landowner is the owner in fee simple of certain real property containing approximately 158 acres, located in the County of Yolo, State of California, designated as **Assessor’s Parcel Number 033-170-008 (portion)**. Said real property is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Overall Property**”). Landowner intends to grant a conservation easement over approximately 156.496 acres of the Overall Property, as described and depicted in **Exhibit A.1** (the “**Easement Area**”).

B. The Easement Area possesses wildlife and habitat values of great importance to Easement Holder, the people of the State of California and the people of the United States, including high quality habitat for Swainson’s hawk, a State-listed species, and contains cultivated lands in a seminatural community. These wildlife and habitat values comprise the “**Conservation Values**” of the Easement Area. The status of the Conservation Values, including the agricultural uses that support these Conservation Values, as well as other uses and improvements within the

Easement Area at the time of the execution of the Conservation Easement are described in the “**Baseline Conditions Report**” which is described on **Exhibit B** attached hereto and incorporated herein by reference. Concurrently with the execution of this Conservation Easement, the Parties shall sign an Acknowledgement of Baseline Conditions Report in the form attached hereto as **Exhibit B**.

C. This Conservation Easement is being executed and delivered to satisfy mitigation requirements adopted by Yolo County in approving the Yolo County Central Landfill Soil Borrow Site Project, including but not limited to Mitigation Measure BIO-1b, which requires the County “to purchase comparable raptor foraging area in consultation with the CDFW at a ratio of 1:1 (1 acre conserved for every acre that is lost)” or pay an in-lieu fee.

D. The California Department of Fish and Wildlife (CDFW) has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species pursuant to Fish and Game Code Section 1802; and CDFW provided a letter to the County on July 29, 2021 in which CDFW determined that the Easement Area “is suitable [Swainson’s hawk] foraging habitat and would be an appropriate mitigation site” because the Overall Property “is located in a highly favorable area adjacent to other conserved habitats.”

E. The State of California recognizes the public importance and validity of conservation easements and the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition, as set forth in California Civil Code Section 815 *et seq.*

F. The Yolo County Habitat Conservation Plan/Natural Community Conservation Plan Joint Powers Agency (known generally as the Yolo Habitat Conservancy and referred to herein as the “**Conservancy**” or “**Third-Party Beneficiary**”) is a joint powers agency organized and existing under the laws of the State of California.

G. The Easement Holder is a California nonprofit corporation and authorized to hold this Conservation Easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965. Specifically, the Easement Holder is (i) a tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, and qualified to do business in California; (ii) a “qualified organization” as defined in section 170(h)(3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open-space condition or use.

AGREEMENT

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, including California Civil Code Section 815 *et seq.*, Landowner hereby voluntarily grants and conveys to Easement Holder, its successors and assigns, a conservation easement forever in, on, over and across the Easement Area, subject to the terms and conditions set forth herein, restricting in perpetuity the uses which may be made of the Easement Area, and the Parties agree as follows:

1. **Purposes.** The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its agricultural or otherwise functional habitat condition, including but not limited to its suitability for Swainson's hawk foraging and its agricultural productive capacity, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values. Landowner intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the purposes set forth herein. The Parties agree that the protection of the Conservation Values may be achieved through the continuation of existing compatible agricultural and other uses on the Easement Area provided that the uses preserve the Swainson's hawk and its associated functional habitat as described in the Baseline Conditions Report, and the uses are consistent with the terms and conditions of this Conservation Easement.

2. **Reserved Rights.** Landowner reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Landowner's ownership of the Easement Area, including the right to engage in or permit or invite others to engage in agricultural activities, including lawful and routine agricultural and ranching practices, so long as such activities are consistent with the purposes of this Conservation Easement, as set forth above in Section 1, and do not impair the Conservation Values.

3. **Rights of Easement Holder.** To accomplish the purposes of this Conservation Easement, Landowner hereby grants and conveys the following rights to Easement Holder:

- (a) To preserve and protect the Conservation Values of the Easement Area;
- (b) To restore or enhance the Conservation Values with the consent of the Landowner in accordance with the terms and conditions of this Conservation Easement;
- (c) To enter upon the Easement Area, no less than once annually, at reasonable times to monitor compliance with and otherwise enforce the terms of this Conservation Easement, provided that Easement Holder shall not unreasonably interfere with Landowner's allowed uses and quiet enjoyment of the Easement Area. Except where there is an imminent threat to the Easement Area or its Conservation Values, the Easement Holder, and their employees, contractors or agents will only enter the Easement Area at reasonable times and with at least forty-eight (48) hours advance notice to Landowner in writing or by phone. The Landowner may waive these requirements in whole or in part by written notice to Easement Holder.
- (d) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;
- (e) To require that all mineral, air, and water rights that Easement Holder deems necessary to preserve and protect the Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and

(f) All present and future development rights and wind power rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Overall Property, nor any other property adjacent or otherwise.

4. **Prohibited Uses.** Any activity on or use of the Easement Area that adversely affects the purpose of this Conservation Easement, as set forth in Section 1, above, is prohibited except as may be otherwise expressly provided in this Conservation Easement. Without limiting the generality of the foregoing, the Landowner, Landowner's personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or allowing any of the following uses and activities on the Easement Area, unless, and then only to the extent that, a generally prohibited activity set forth below is a best management practice, lawful and routine agricultural practice, or other activity that does not impair the Conservation Values of the Easement Area.

(a) Unseasonal watering activities that impair the habitat quality of the site for Swainson's hawk, or otherwise impair the Conservation Values of the site;

(b) Use of fertilizers, pesticides, biocides, herbicides or other chemicals except as allowable under applicable law and except for those pesticides, biocides, herbicides, or other chemicals are used in ongoing field crop production in connection with the agricultural use of the Easement Area or other activities or uses that are authorized or reserved hereunder, and except if they are used for the specific purpose of controlling exotic weed or pest species that may threaten habitat functions and values. Any application of restricted use chemicals as part of agricultural operations will employ best management practices and comply with applicable use restrictions and conditions identified by the Yolo County Ag Commissioner's office and the U.S. Environmental Protection Agency's (U.S. EPA) Interim Measures Bulletins for Protection of Endangered Species for the use of restricted materials. Use restrictions identified by the U.S. EPA for specific products are available through the California Department of Pesticide Regulation PRESCRIBE online database. Under no circumstance are rodenticides allowed to be used within the Easement Area unless specifically authorized in writing by the Easement Holder and Conservancy due to unforeseen or exceptional circumstance, such as proclamation of a local state of emergency;

(c) Use of heavy equipment, off-road vehicles, or other motorized vehicles, except on existing roadways or use of equipment or vehicles as required to conduct any management practice, lawful and routine agricultural practice, or to the extent that they are necessary for other activities that support the Conservation Values of the Conservation Easement. The long-term storage of wrecked, dismantled, or inoperative nonagricultural vehicles and industrial or commercial equipment is prohibited;

(d) Construction, reconstruction, relocation or placement of any road, building, billboard, or sign, or any other structure or improvement of any kind, (except for those existing at the time the Easement is recorded), altering the surface or general topography of the Easement Area without written approval by the Easement Holder and Third-Party Beneficiary, subject to the following:

i. Electrical distribution and telecommunication facilities reasonably necessary in connection with agricultural and other authorized uses on the Easement Area.

ii. Solar panels placed directly adjacent to water pumps or similar agricultural equipment used to maintain the agricultural function of the site are allowed, so long as the disturbance area does not exceed 25 square feet in total size, and no more than one such solar panel facility exists for every 10 acres of real property within the Easement Area.

iii. Existing fencing may be repaired, and new fences may be built anywhere on the property for purposes of reasonable and customary agricultural management, and for security in connection with authorized or reserved uses of the Easement Area.

iv. Paving or covering with other impervious material, except to comply with a specific governmental directive (e.g., written requirement in connection with a binding permit) regarding air quality laws, fire safety regulations, or other governmental regulations applicable to the Easement Area.

v. The use of gravel, crushed rock, or the lime treatment of soils is prohibited, except on any roads that exist within the Easement Area as of the date of the conservation easement, so long as said use does not expand the currently existing roads or around water troughs as is customary for the operation of an irrigated pasture ranch used for cattle grazing. Notwithstanding the foregoing, however, the application of lime to soils within the Easement Area for the purpose of adjusting levels of soil pH to achieve optimal agricultural production is permitted.

(e) Vineyards, orchards, cotton, rice, or intensive livestock use (e.g., dairy, feedlot);

(f) Commercial, industrial, residential, or other institutional uses;

(g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials, except in connection with lawful and routine agricultural practices (e.g., tilling, soil amendments, laser leveling) and other uses that do not impair the Conservation Values of the Easement Area;

(h) Planting, introduction, or dispersal of invasive plant or animal species;

(i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Easement Area, or granting or authorizing any surface entry for any exploring for or extracting minerals; to the extent that any mineral rights are separated from the Overall Property as of the date of this Easement, Landowner agrees that any drilling, excavation or surface entry for the exercise of said rights shall be permissible on the Easement Area only to the extent that such activity is confined to one acre (the “**Permitted Drill Site**”), not including reasonably required access roads that comply with all the terms and provisions of this Conservation Easement, and such activity does not impair the Conservation Values outside of the Permitted Drill Site. Underground pipelines and similar underground conveyance facilities of a minor nature related

to the Permitted Drill Site that temporarily disturb only a small amount of land surface during construction, such as those customarily associated with mineral development activities in this region are permitted. Landowner shall restore or cause any lessee or holder of a mineral right to restore surface areas disturbed by their Permitted Drill Site activities to their former condition within three months after abandoning each site. Landowner shall use good faith efforts to require existing, new or renewed mineral lessees to implement commercially reasonable measures to minimize adverse impacts on the Conservation Values in connection with their activities on the Easement Area.

This provision (4)(i) is not intended to prohibit lawful and routine agricultural practices (e.g., tilling, soil amendments, laser leveling) and other uses that are associated with site management activities, provided the site management activities do not impair the Conservation Values of the Easement Area. The temporary storage of farm-related trash and refuse produced on the Easement Area prior to offsite disposal is allowed. The storage of agricultural chemicals, fertilizers, soil amendments, products, byproducts, and other materials for use on the Easement Area, so long as it is done in accordance with all applicable government laws and regulations are allowed;

(j) Removing, destroying, or cutting of trees, shrubs, or other vegetation except as reasonably necessary and/or prudent for: (1) fire breaks, (2) prevention or treatment of disease, or (3) removal of vegetation and debris which pose a health and safety hazard or a threat to standard agricultural operations. The cutting or removal of trees identified in (1) and (2), above, shall not occur during the Swainson's hawk nesting season (February 1 through October 1 of each calendar year, unless the Conservancy advises the Landowner in writing that a different nesting season will apply based on published CDFW guidance regarding changed nesting practices). No standing tree shall be removed until the representatives of the Conservancy verify at the Landowner's request that the tree is not an active Swainson's hawk nest tree;

(k) Manipulating, impounding, or altering any water course, body of water, or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters, except as needed to conduct a management practice, lawful and routine agricultural practice, or other activity that does not impair the Conservation Values of the Easement Area;

(l) Without the prior written consent of Easement Holder, which Easement Holder may reasonably withhold or condition, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area. In determining whether to consent to a short-term transfer (i.e. a transfer of water from the Easement Area for a period of not more than one year as defined by California law) or other change relating to water rights under this subsection (l), the Easement Holder shall evaluate whether the transfer will, during the transfer period, preclude the Landowner from maintaining the Conservation

Values at the time of the proposed transfer. This determination shall be subject to approval by the Conservancy.

(m) All subdivisions, including but not limited to the subdivision of rangeland, open space, and other types of land not used for the active cultivation of crops. The fee transfer of less than the Overall Property is also prohibited.

(n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Landowner, the Easement Area, or the activity or use in question.

5. **Unlawful Entry.** Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass on the Easement Area by persons whose uses or activities may degrade or harm the Conservation Values or are otherwise inconsistent with the purposes of this Conservation Easement. Reasonable actions to prevent trespass and related activities may include, but are not limited to, posting "No Trespassing" signs, constructing barriers and gates, and good faith efforts to exclude any person who is not a designated representative of Landowner, Easement Holder, or others with lawful access rights. In addition, Landowner shall undertake all necessary actions to perfect the rights of Easement Holder under Section 3 of this Conservation Easement.

6. **Easement Holder's Remedies.** If Easement Holder or the Third-Party Beneficiary (as defined in **Section 6(d)** below) determines there is a violation of the terms of this Conservation Easement or that such violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Landowner, with a copy provided to Easement Holder and each Third-Party Beneficiary. The notice of violation shall specify the measures the Landowner must take to cure the violation. If Landowner fails to cure the violation within thirty (30) days after receipt of written notice and demand from Easement Holder or the Third-Party Beneficiary, as applicable; or if the cure reasonably requires more than thirty (30) days to complete and Landowner fails to begin the cure within such thirty (30) day period; or Landowner fails to continue diligently to complete the cure, Easement Holder or the Third-Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Easement Holder and the Third-Party Beneficiary may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for legal or other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury, or to otherwise enforce this Conservation Easement. Without limiting Landowner's liability therefor, any damages recovered may be applied to the cost of undertaking any corrective action on the Easement Area at the election of the party receiving such damages.

If Easement Holder in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Easement Holder and the Third-Party Beneficiary may pursue its remedies under this section without prior notice to Landowner or without waiting for the period provided for cure to expire. The rights of Easement Holder and the Third-Party Beneficiary under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Easement Holder's and Third-Party

Beneficiary's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Easement Holder and/or the Third-Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Easement Holder and the Third-Party Beneficiary may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. 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, including but not limited to, the remedies set forth in California Civil Code Section 815, *et seq.* The failure of Easement Holder or the Third-Party Beneficiary to discover a violation or to take immediate legal action in response to such action shall not bar such party from taking legal action at a later time.

If at any time in the future Landowner or any subsequent transferee uses or threatens to use the Easement Area for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

(a) **Costs of Enforcement.** Any reasonable costs incurred by the Easement Holder or the Third-Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against the Landowner, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Landowner's negligence or breach of this Conservation Easement shall be borne by Landowner.

(b) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement against Landowner shall be at the respective discretion of Easement Holder and the Third-Party Beneficiary, and any forbearance by any such party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of such party's rights under this Conservation Easement. No delay or omission by Easement Holder or the Third-Party Beneficiary in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(c) **Acts Beyond Landowner's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Easement Holder or the Third-Party Beneficiary to bring any action against Landowner for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Landowner's control, including, without limitation, fire not caused by Landowner, flood, storm, and earth movement, or any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; or (ii) acts by Easement Holder or the Third-Party Beneficiary or employees of Easement Holder or the Third-Party Beneficiary; or (iii) acts by persons that entered the Easement Area unlawfully or by trespass whose activities degrade or harm the Conservation Values of the Easement Area or whose activities are otherwise inconsistent with this Conservation Easement where Landowner has undertaken all reasonable actions to prevent such activities.

(d) **Third-Party Beneficiary Rights.** The parties intend for the Conservancy (during any such period that the Conservancy does not also constitute the Easement Holder) to be a third-party beneficiary of this Conservation Easement (“**Third-Party Beneficiary**”). All rights and remedies conveyed to Easement Holder under this Conservation Easement shall extend to and are enforceable by the Third-Party Beneficiary in accordance with the terms hereof. Landowner and Easement Holder acknowledge that, as a Third-Party Beneficiary of this Conservation Easement, the Third-Party Beneficiary shall have the same rights of access to the Easement Area granted to Easement Holder in **Section 3** above, and with rights to enforce all of the provisions of this Conservation Easement. If at any time in the future Landowner uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and the Third-Party Beneficiary has standing as an interested party in any proceeding affecting the Conservation Easement.

These rights are in addition to, and do not limit, the Easement Holder’s obligations under federal, state, and local laws and regulations relating to the protection of biological resources and the environment.

7. **Public Access.** Nothing contained in this Conservation Easement gives or grants to the public an independent right to enter upon or use the Easement Area or any portion thereof. Nor shall this Conservation Easement extinguish any existing public right to enter upon or use the Easement Area, provided said right is disclosed to the Easement Holder and documented in an exhibit attached to this Conservation Easement.

8. **Costs and Liabilities.** Except for those specific obligations to be undertaken by Easement Holder under Section 3 above, Landowner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to Landowner’s ownership, operation, upkeep, management, and maintenance activities on and relating to the Easement Area as well as the Easement Area itself. Landowner agrees that neither the Easement Holder nor the Third-Party Beneficiary shall have any duty or responsibility for the operation, upkeep, or maintenance of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Landowner, the public or any third parties from risks relating to conditions on the Easement Area. Landowner shall remain responsible for obtaining any applicable governmental permits and approvals for any activity or use allowed on the Easement Area under this Conservation Easement, and Landowner shall undertake all allowed activities and uses of the Easement Area in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "**taxes**"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Easement Holder with satisfactory evidence of payment upon request.

9. **Indemnification.**

(a) **Indemnification by Landowner.** Landowner shall hold harmless, protect and indemnify Easement Holder and the Third-Party Beneficiary, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal

representatives, successors and assigns of each of them (each a “**Landowner Indemnified Party**” and, collectively, the “**Landowner Indemnified Parties**”) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' and experts' fees and costs), causes of action, claims, demands, orders, liens or judgments (each a “**Claim**” and, collectively, “**Claims**”), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any Easement Area, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to Landowner Indemnified Parties with respect to any Claim due solely to the negligence of Landowner Indemnified parties; (ii) the obligations specified in Sections 5 and 8; and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice from Landowner Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Parties or reimburse Landowner Indemnified Parties for all charges incurred for services of the California Attorney General in defending the action or proceeding. Landowner shall maintain comprehensive general liability insurance in the amount of no less than Three Million Dollars (\$3,000,000.00) (either in a stand-alone general liability policy, or as part of any umbrella coverage, or a combination of the two) for the Easement Area. Landowner shall cause all such policies of insurance to name Easement Holder as additional insured and provide Easement Holder 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.

(b) **Indemnification by Easement Holder.** Easement Holder shall hold harmless, protect, and indemnify Landowner and the Third-Party Beneficiary, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, an “**Easement Holder Indemnified Party**,” and collectively, the “**Easement Holder Indemnified Parties**”) from and against any and all Claims arising from or in any way connected with: (a) the activities of Easement Holder on the Easement Area; (b) breach by Easement Holder of any provision of this Conservation Easement; (c) any injury to or the death of any person, or physical damage to any Easement Area occurring on or about the Easement Area resulting from any act, omission, condition, or other matter related to, an activity on, or use of, the Easement Area by Easement Holder, unless due solely to the negligence or willful misconduct of the Easement Holder Indemnified Party; and (d) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement, by Easement Holder in any way affecting, involving or relating to the Easement Area. If any action or proceeding is brought against any of the Easement Holder Indemnified Parties by reason of any such Claim, Easement Holder shall, at the election of and upon written notice from Landowner, defend such action or proceeding by counsel reasonably acceptable to the Easement Holder Indemnified Party.

10. **Extinguishment.** The Conservation Easement created by this agreement constitutes a property right. It is the Parties' intention that the terms and conditions of this Conservation Easement shall be carried out in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be

terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. If the Easement Area, or any interest therein, is sold, exchanged or taken by power of eminent domain after such extinguishment, the Conservancy shall be entitled to receive the fair market value of the Conservation Easement at the time of such extinguishment as provided in Section 11(c) herein. If such extinguishment occurs with respect to fewer than all acres of the Easement Area, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment.

11. Condemnation.

(a) Pursuant to Code of Civil Procedure § 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with Section 1240.510) and Article 7 (commencing with Section 1240.610 of Chapter 3 of Title 7 of the Code of Civil Procedure). A person authorized to acquire property for public use by eminent domain shall seek to acquire the Easement Area, if at all, only as provided in Code of Civil Procedure § 1240.055. The County is a public entity that imposed conditions of approval on a project that were satisfied, in whole or part, by the creation of this Conservation Easement and the County further provided funds for acquisitions of this Conservation Easement. If any person seeks to acquire the Easement Area for public use, Easement Holder shall provide notice to the Easement Holder, the County, and the Conservancy and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure § 1240.055.

(b) 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.

(c) If the Conservation Easement is condemned in whole or in part, the Conservancy shall be entitled to receive the fair market value of the condemned portion of the Conservation Easement and shall use the condemnation proceeds in compliance with Government Code § 65966(j).

12. Transfer of Conservation Easement. This Conservation Easement may be assigned or transferred by Easement Holder upon written approval of the Landowner and Third-Party Beneficiary, which approval shall not be unreasonably withheld or delayed; provided, that Easement Holder shall give the Third-Party Beneficiary and Landowner at least sixty (60) calendar days prior written notice of the proposed assignment or transfer. Easement Holder may transfer its rights under this Conservation Easement only to an entity or organization: (a) authorized to acquire and hold conservation easements pursuant to California law, including Civil Code Section 815.3 and California Government Code Section 65967(c) (and any successor or other provisions applicable at the time of the proposed transfer); (b) otherwise reasonably acceptable to the Third-Party Beneficiary. Easement Holder shall require the transferee to record the conveyance in the Official Records of the County where the Easement Area is located. The failure of Easement Holder to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section shall be subject to the requirements of **Section 16** below.

13. **Transfer of Easement Area.** Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Landowner divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. For all transfers except routine and customary agricultural leases, Landowner further agrees to give written notice to Easement Holder and the Third-Party Beneficiary of the intent to transfer any interest at least thirty (30) calendar days prior to the date of such transfer. Easement Holder and the Third-Party Beneficiary shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given actual notice of the covenants, terms, conditions, and restrictions of this Conservation Easement. The failure of Landowner to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest or lessor of Landowner, by acceptance of a deed, lease, or other document purporting to convey an interest in the Easement Area, shall be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement. Landowner shall deliver to the transferee, as part of the transfer of the Easement Area, Landowner's original signed Baseline Conditions Report (and including any supplements or additions thereto), or request Easement Holder provide a complete copy to the transferee at Landowner's expense. In addition, Landowner shall obtain from transferee and deliver to Easement Holder an acknowledgement in substantially the same form as Exhibit B attached hereto, wherein the transferee 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 transferee).

14. **Transfer Fee.**

(a) *Transfer Fee to Easement Holder.* 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 Easement Holder. 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 Easement Holder 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); (ii) a transfer to an entity in which Landowner continues to retain both at least fifty-one percent (51%) of the voting rights in, and direct control of and participation in, such entity, or (iii) 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 (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 "**Transfer Fee**"). 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.

(b) *Notice of Transfer Fee Instrument.* Landowner and Easement Holder 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 Easement Holder 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 Easement Holder at the address set forth in the above referenced Notice, with a confirmation of payment made in writing to Easement Holder at the address for giving notices to Easement Holder 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 Easement Holder. 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 Easement Holder, or in the absence of such agreement, by an appraiser selected by Easement Holder that is State certified, designated, and qualified to value the real property, whose appraisal fee shall be paid by Easement Holder.

(c) *Nonpayment of Transfer Fee.* In the event of non-payment of the Transfer Fee in accordance with this Section, Easement Holder 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 Easement Holder in the lien, in the sole exercise of their discretion, in accordance with the provisions of section 2924 of the California Civil Code.

15. **Notices.** Any notice, demand, request, consent, approval, or communication that Landowner, Easement Holder, or the Third-Party Beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Landowner: Scott A. Stone and Karen K. Stone, Trustees of the
 Scott A. and Karen K. Stone Revocable Trust
 dated September 21, 2010
 37874 County Road 28
 Woodland, CA 95695
 Attn: Scott Stone
 (530) 662-4094

Yolo Land & Cattle Co.
Scott A. Stone, Partner
Kenneth C. Stone, Partner
37874 County Road 28
Woodland, CA 95695
Attn: Scott Stone
(530) 681-1410

To Easement Holder: Yolo Land Trust
P.O. Box 1196
Woodland, CA 95776
Attn: Executive Director
(530) 662-1110

To Third-Party Beneficiary:
Yolo Habitat Conservancy
625 Court Street, Suite 202
Woodland, CA 95695
Attn: Executive Director
(530) 666-8150

or to such other address as a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) calendar days after deposit into the United States mail.

16. **Amendment.** This Conservation Easement may not be amended, modified, or otherwise changed in any manner, except by a written amendment executed by the Landowner and the Easement Holder, or their successors in interest, in their sole discretion. Any such amendment shall be subject to the prior written consent of the Third-Party Beneficiary. Any amendment that is not made in strict accordance with the consent and other requirements of this Section shall be void and without effect. Any such amendment shall be consistent with the purposes of the Conservation Easement and shall not affect the perpetual duration of the Conservation Easement. Any such amendment must refer to this Conservation Easement by reference to its recordation data and must be recorded in the Official Records of the County where the Easement Area is located.

17. **Merger.** The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, a replacement conservation easement, with a new Easement Holder identified and approved by the Conservancy, containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

18. **No Hazardous Materials Liability.** Landowner represents and warrants that Landowner has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited, or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area. Landowner further represents, warrants and covenants that activities upon and use of the Easement Area by Landowner, its agents, employees, invitees and contractors shall comply with all Environmental Laws (as defined below) in using the Easement Area and that Landowner shall keep the Easement Area free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (as defined below). Without limiting the obligations of Landowner under this Conservation Easement, including **Section 9(a)**,

Landowner hereby releases and agrees to indemnify, protect and hold harmless the Landowner Indemnified Parties (as defined in **Section 9(a)**) from and against any and all Claims (as defined in **Section 9(a)**) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Landowner Indemnified Parties, or their employees or agents. This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any Easement Area; and (b) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Party.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Easement Holder or the Third-Party Beneficiary any of the following:

- (a) The obligations or liability of a "Landowner" or "operator," as those terms are defined and used in Environmental Laws (as defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or
- (b) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (c) The obligations of a responsible person under any applicable Environmental Laws; or
- (d) The right to investigate and remediate any Hazardous Materials associated with the Easement Area; or
- (e) Any control over Landowner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

The term "**Hazardous Materials**" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.; hereinafter "**RCRA**"); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.; hereinafter "**HTA**"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.; hereinafter "**HCL**"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.; hereinafter "**HAS**"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

19. **Representations and Warranties.** Landowner hereby makes the following representations and warranties for the benefit of Easement Holder and the Third-Party Beneficiary:

(a) **Authority.** Landowner has good and sufficient title to the Easement Area including all appurtenances thereto, including, without limitation, all minerals and mineral rights except as noted on **Exhibit C (“Title Encumbrances”)** and all water and water rights, and Landowner has full right and authority to enter into this Conservation Easement and convey the Conservation Easement to Easement Holder. There are no monetary liens and encumbrances recorded against the Easement Area except as expressly identified in **Exhibit C**, that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written Subordination Agreement approved by Easement Holder and the Conservancy. All deeds of trust and mortgages recorded against the Easement Area, or any portion thereof, are and shall continue to be subordinated to this Conservation Easement; documentation of such subordinations are contained in **Exhibit C**. No provisions of this Conservation Easement should be construed as impairing the ability of the Landowner to use the Easement Area as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Deed of Conservation Easement.

(b) **Compliance with Laws.** Landowner has not received notice of, and has no knowledge of, any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Easement Area

(c) **No Litigation.** There is no action, suit or proceeding which is pending or threatened against the Easement Area or any portion thereof relating to or arising out of the ownership or use of the Easement Area, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

20. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law.

(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any

interpretation that would render it invalid. It is the intent of this Conservation Easement to preserve the condition of the Easement Area and each of the Conservation Values protected herein, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate the purposes of the Conservation Easement and to allow Landowner's use and enjoyment of the Easement Area to the extent consistent with such purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Easement created by this agreement is the intended best and most productive use of the Easement Area. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with **Section 16**.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon a valid transfer of the party's interest in the Conservation Easement in accordance with the terms and provisions hereof, except that liability for acts or omissions or breaches occurring prior to transfer shall survive transfer.

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

(i) **Additional Easements.** Landowner shall not grant any additional easements, rights of way or other interests in the Easement Area (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, or otherwise abandon

or relinquish (each a “**Transfer**”) any mineral, air, or water right or agreement relating to the Easement Area, without first obtaining the written consent of Easement Holder and the Third-Party Beneficiary. Easement Holder and the Third-Party Beneficiary may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values. This section shall not prohibit transfer of a fee or leasehold interest in the Easement Area that is subject to this Conservation Easement and complies with **Section 13**. Landowner shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Easement Holder and Third-Party Beneficiary.

(j) **Recording.** Easement Holder shall record this Conservation Easement in the Official Records of the county where the Easement Area is located and may re-record it at any time as Easement Holder deems necessary to preserve its rights hereunder.

(k) **Counterparts.** The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by both 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.

(l) **Exhibits.** The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

- Exhibit A** Legal Description of the Overall Property
- Exhibit A.1** Legal Description and Map of the Easement Area
- Exhibit B** Baseline Report Description and Acknowledgement
- Exhibit C** Title Encumbrances

Signatures appear on the next page

IN WITNESS WHEREOF, Landowner and Easement Holder have executed this Conservation Easement the day and year first above written.

LANDOWNER:

YOLO LAND & CATTLE CO., a California limited partnership

By: _____
Scott A. Stone, General Partner

Date: _____

By: _____
Kenneth C. Stone, General Partner

Date: _____

**SCOTT A. AND KAREN K. STONE
REVOCABLE TRUST** dated September 21,
2010

By: _____
Scott A. Stone, Trustee

Date: _____

By: _____
Karen K. Stone, Trustee

Date: _____

EASEMENT HOLDER:

YOLO LAND TRUST,
a California nonprofit corporation

By: _____
Michele Clark, Executive Director

Date: _____

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

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

The County agrees that recordation of this Conservation Easement satisfies 155.496-acres of the County’s obligation under Mitigation Measure BIO-1b, which requires the County “to purchase comparable raptor foraging area in consultation with the CDFW at a ratio of 1:1 (1 acre conserved for every acre that is lost)” or pay an in-lieu fee. The Mitigation Measure BIO-1b was required in connection with the Yolo County Central Landfill Borrow Site Project (“Project”) approved by the County on June 9, 2015. The County of Yolo approved the Project subject to mitigation requirements including Mitigation Measure BIO-1b pursuant to which the Project may purchase and dedicate a conservation easement to mitigate for impacts related to the loss of Swainson’s hawk foraging habitat. The County previously acquired 85.0 acres of Swainson’s hawk foraging habitat mitigation credits for the Project in 2021 as evidenced by a Certificate of Mitigation Credits recorded on May 4, 2021 (Doc. 2021-0017685).

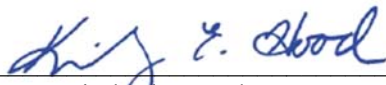
COUNTY OF YOLO

By: _____
Name: Ramin Yazdani
Its: Director, Integrated Waste Management

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 _____, 2022 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]

EXHIBIT A

Legal Description of the Overall Property

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

The East one-half of the South one-half of Section 18, Township 7 North, Range 3 East, M.D.B. & M.

Excepting therefrom, all oil, gas and minerals now or at any time hereafter situate therein or thereunder, together with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of said real property and also the right to drill for, produce and use water from the said real property in connection with its drilling and mining operations thereon, as reserved in that certain Deed from Alfred Fentzling to Mary Louise Thronson, recorded January 7, 1946, in Book 229 of Official Records, Page 85.

APN: 033-170-008-000

EXHIBIT A-1

Legal Description and Map of the Easement Area

(Attached on the next page)

EXHIBIT "A"
EASEMENT PROPERTY

THAT portion of real property situate in the County of Yolo, State of California, and being a portion of Section 18, Township 7 North, Range 3 East, Mount Diablo Base and Meridian, also being a portion of that certain Parcel of Land, as described in Document No. 2014-0018197-00, said County Records, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 18, said point being distant from National Geodetic Survey designation "WILSON" the following two (2) courses and distances: 1) South 38°09'01" East 16,463.49 feet to National Geodetic Survey designation "CALDWELL"; and 2) South 44°57'00" West 7,464.81 feet to said Southeast corner of said Section 18; thence, from said POINT OF BEGINNING, and along the South line of said Section 18, North 89°50'09" West 2,640.50 feet to the South Quarter corner of said Section 18; thence, along the West line of the Southeast Quarter of said Section 18, North 00°03'41" West 2,424.98 feet; thence, leaving said West line, South 88°06'47" East 234.46 feet; thence North 00°34'27" West 183.53 feet; thence South 89°39'25" East 2,407.05 feet to the East line of said Southeast Quarter; thence, along said East line, South 00°04'46" East 2,593.95 feet to the POINT OF BEGINNING.

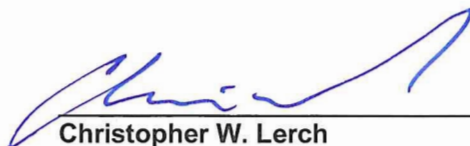
Containing 156.496 acres of land, more or less.

The basis of bearings for this description is the grid bearing between National Geodetic Survey designations "WILSON" and "CALDWELL"; said "WILSON" (PID-AE9857) having coordinates of North (Y) 1,942,224.66 sft and East (X) 6,649,792.95 sft with an epoch date of 2010.00; said "CALDWELL" (PID-AE9863) having coordinates of North (Y) 1,929,278.19 sft and East (X) 6,659,962.59 sft with an epoch date of 2010.00; said grid bearing being South 38°09'01" 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 0.99997429.

End of description.




Christopher W. Lerch

11-04-2021
Date

LANDS OF BIG
J RANCH, LLC
DOC-2015-0027455

LANDS OF PEARSON
DOC 2021-0038267

60.00'

ROAD 105
COUNTY

2001 MAPS 68

COUNTY ROAD 38A

50.00'

S89°39'25"E 2407.05'

N0°34'27"W 183.53'

S88°06'47"E 234.46'

CONSERVATION EASEMENT
156.496 ACRES±

DOC-2014-0018197-00

LANDS OF RED WATER
MANAGEMENT COMPANY
DOC-2008-00000003

N0°03'41"W 2424.98'

LANDS OF
STATE OF CALIFORNIA

S0°04'46"E 2593.95'

POINT OF BEGINNING

18

17

19

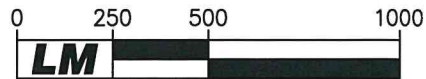
20

N89°50'09"W 2640.50'

N44°57'00"E 7464.81'

LANDS OF STONE
DOC-2014-0018196

SEE SHEET 2



SCALE: 1"=500'

*SEE SHEET 2 FOR BASIS OF BEARINGS

EXHIBIT
FOR
YOLO LAND TRUST
CONSERVATION EASEMENT

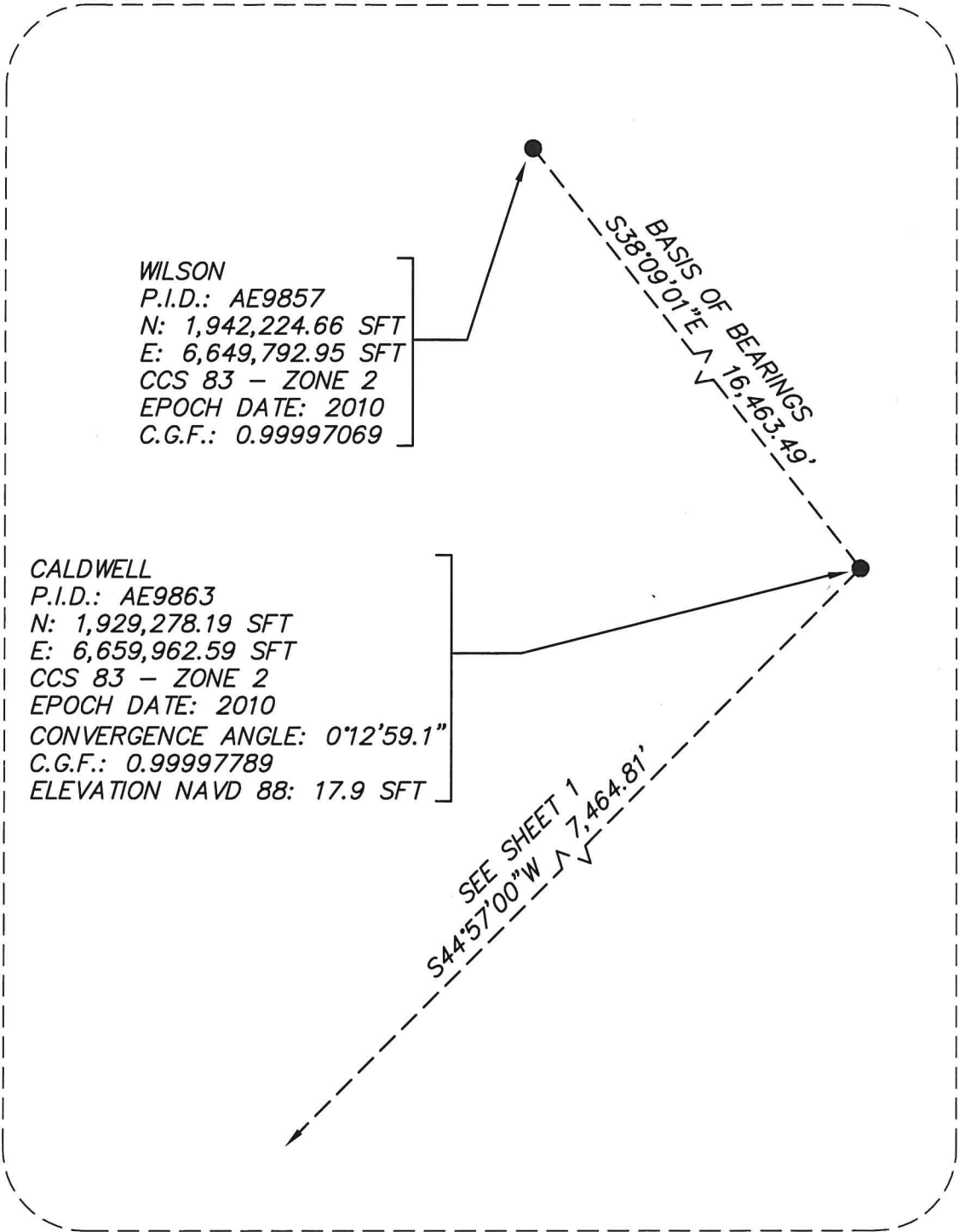
BEING A PORTION OF THE SOUTHEAST QUARTER OF
SECTION 18, TOWNSHIP 7 NORTH, RANGE 3 EAST
MOUNT DIABLO BASE AND MERIDIAN
YOLO COUNTY CALIFORNIA

SHEET 1 OF 2

NOVEMBER 2, 2021

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

#3849-3



WILSON
 P.I.D.: AE9857
 N: 1,942,224.66 SFT
 E: 6,649,792.95 SFT
 CCS 83 - ZONE 2
 EPOCH DATE: 2010
 C.G.F.: 0.99997069

CALDWELL
 P.I.D.: AE9863
 N: 1,929,278.19 SFT
 E: 6,659,962.59 SFT
 CCS 83 - ZONE 2
 EPOCH DATE: 2010
 CONVERGENCE ANGLE: 0°12'59.1"
 C.G.F.: 0.99997789
 ELEVATION NAVD 88: 17.9 SFT

SEE SHEET 1
 S44°57'00"W 7,464.81'

BASIS OF BEARINGS
 S38°09'01"E 16,463.49'

DETAIL "A"
 NTS



EXHIBIT
 FOR
YOLO LAND TRUST
CONSERVATION EASEMENT

BEING A PORTION OF THE SOUTHEAST QUARTER OF
 SECTION 18, TOWNSHIP 7 NORTH, RANGE 3 EAST
 MOUNT DIABLO BASE AND MERIDIAN
 YOLO COUNTY CALIFORNIA

SHEET 2 OF 2

NOVEMBER 2, 2021

EXHIBIT B

**Acknowledgment of Baseline Conditions Report
and Receipt of Baseline Conditions Report**

(Attached on the next page)

Acknowledgement of Baseline Conditions Report

A Baseline Conditions Report dated _____ was prepared by Christine Alford of Alford Environmental, LLC on behalf of the Yolo Land Trust (the “Baseline Conditions Report”) to document the current status of that certain real property identified as **Assessor Parcel Number(s) 033-170-008 (portion)** (the “Overall Property”) to be encumbered by the recording in the Official Records of Yolo County of the Grant Deed of 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 Baseline Conditions Report to describe the condition of the Easement Area. Further, I certify that the preparation of the 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 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 BASELINE REPORT

The Scott A. Stone, General Partner and Kenneth C. Stone, General Partner of Yolo Land & Cattle Co., a California limited partnership and Scott A. Stone & Karen K. Stone, trustees of the Scott A. & Karen K. Stone Revocable Trust dated September 21, 2010, collectively as Landowner, and Michele Clark, Executive Director, Yolo Land Trust, as Easement Holder, certify that each is familiar with the condition of the Easement Area and do acknowledge and certify that the 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 Baseline Conditions Report were signed and delivered by Landowner and by YLT on this date, and each received a duplicate original of the Baseline Conditions Report.

Signatures appear on the following page.

LANDOWNER:

YOLO LAND & CATTLE CO., a California limited partnership

By: _____
Name: Scott A. Stone, General Partner
Date: _____

By: _____
Name: Kenneth C. Stone, General Partner
Date: _____

SCOTT A. AND KAREN K. STONE REVOCABLE TRUST dated September 21, 2010

By: _____
Scott A. Stone, Trustee
Date: _____

By: _____
Karen K. Stone, Trustee
Date: _____

EASEMENT HOLDER:

YOLO LAND TRUST,
a California nonprofit corporation

By: _____
Michele Clark, Executive Director
Date: _____

EXHIBIT C
Title Encumbrances

[The below information is from Placer Title Company Order No. P-387086 dated August 30, 2022 Update (Version 4)]

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. [ESCROW HOLDER TO CONFIRM AS NONE OWNING AT CLOSING]
3. Any unpaid assessment and its proportion of any general outstanding indebtedness of Reclamation District No. 2058, for the fiscal year 2022-2023. [TO BE PAID CURRENT AT CLOSING]
4. A special assessment for the Special Library CFD Tax, in accordance with the "Mello Roos Community Facilities Act of 1982". Said assessments are/or will be collected with the annual tax bill. [TO BE PAID CURRENT AT CLOSING]
5. Riparian or water rights, claims, or title to water whether or not shown by the public records.
6. Rights of the public and/or Reclamation District No. 2068, in and to the highways, roads, ditches, canals and levees embraced within the boundaries of the land described herein.
7. Rights of the public and of the County of Yolo, as to that portion of the herein described property lying within County Road No. 38A, a public road.
8. An easement over said land for pipe lines and electrical facilities and incidental purposes granted to Standard Oil Company of California and Standard Gasoline Company, in deed recorded June 15, 1964, (book) 762 (page) 87, Official Records. Affects: a portion of said land
9. Land Use Contract made and entered into pursuant to the California Land Conservation Act of 1965, dated November 8, 1971, executed by J.A. Thronson, Mary Louise Thronson and the County of Yolo, recorded January 24, 1972, as (book) 1005 (page) 160, Official Records.
10. An easement over said land for communication facilities and incidental purposes granted to Pacific Bell, in deed recorded May 24, 1985, (book) 1705 (page) 104, Official Records. Affects: a northwesterly portion of said land.
11. An easement over said land for a pipe line and related facilities and incidental purposes granted to SFPP, L.P., in deed recorded December 11, 2003, (instrument) 2003-0073749, Official Records. Affects: a portion of said land. A Notice of Perpetual Easement Location recorded May 2, 2005, Instrument No. 2005-0022280, Official Records.
12. [INTENTIONALLY OMITTED].
13. Deed of Trust to secure an indebtedness of \$350,000.00, dated October 23, 2007, recorded October 31, 2007, (instrument) 2007-0037065, Official Records, which has been expressly subordinated to this Grant Deed Of Conservation Easement And Permanent Restrictions On Use in that certain Subordination Agreement recorded in the Official Records concurrently with this Grant Deed Of Conservation Easement And Permanent Restrictions On Use.
14. [INTENTIONALLY OMITTED]