

MITIGATION CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT is made and effective as of _____ (“Effective Date”) by and between Scott A. Stone and Karen K. Stone, Trustees of the Scott A. Stone and Karen K. Stone Revocable Trust dated September 21, 2010 (“Stone”) and the Yolo County Habitat Conservation Plan/Natural Community Conservation Plan Joint Powers Agency, known and referred to as the Yolo Habitat Conservancy (“Conservancy” or “Buyer”) with reference to the following facts:

A. Pursuant to the Amended and Restated Mitigation Credit Agreement Regarding Tule Ranch Area II ("Mitigation Credit Agreement") recorded on February 3, 2021 as DOC No. 2021-0004455 between the Conservancy and Stone, Stone has the legal right and authority to sell certain habitat mitigation credits as described more fully herein.

B. Prior to approval of the Yolo County Habitat Conservation Plan/Natural Community Conservation Plan, Buyer received certain mitigation fee payments from public and private entities in connection with the conversion of Swainson’s hawk foraging habitat in Yolo County. Buyer would like to purchase \$184,751 in Swainson’s Hawk Foraging Habitat Mitigation Credits granted to Stone pursuant to the Mitigation Credit Agreement. The Mitigation Credits consist of 26.393 acres of Swainson’s hawk foraging habitat credit and the agreed-upon price is \$7,000 per acre.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Buyer hereby agrees to purchase, and Stone hereby agrees to sell, the Mitigation Credits as defined below. The total purchase price for the Mitigation Credits shall be \$184,751, which includes all endowment requirements, easement fees and other amounts due in connection with the sale of the Mitigation Credits.

2. Procedure for Purchase. Promptly following the full execution of this Agreement, Stone and the Conservancy will cooperate to prepare and execute (in the presence of a notary) a Certificate of Mitigation Credits in connection with the transaction described in Section 1, above. Upon receipt of notification from Buyer of wire transfer to Stone of Purchase Price, Stone shall record the Certificate of Mitigation Credits in the Official Records of Yolo County so that it will be reflected on the title for the Property and deliver to Conservancy conformed copies of the recorded Certificate of Mitigation Credits.

3. Other Provisions.

A. The parties agree this Agreement shall be binding upon Stone and the Conservancy, and their respective heirs, administrators, representatives, executors, successors, assigns, directors, officers, supervisors, agents and affiliated entities, and shall inure to the benefit of the parties, and each of them, and to their heirs, administrators, representatives, executors, successors, assigns, directors, officers,

supervisors, agents and affiliated entities, upon whom this Agreement shall also be binding.

B. This Agreement is entered into and governed by the laws of the State of California, with venue for any legal action or proceeding arising from or related to the enforcement or construction of this Agreement to be in the Superior Court of the State of California, County of Yolo.

C. Each person signing this Agreement on behalf of a party warrants that he or she has the right, power, legal capacity, and authority to enter into and bind said party by signing this Agreement, and that no further approval or consent of any person, board, or entities is necessary to enter into and perform each of the obligations under this Agreement.

D. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE:


Scott A. and Karen K. Stone Revocable Trust

By: _____
Scott A. Stone, Trustee

YOLO HABITAT CONSERVANCY

By: _____
Alex Tengolics, Executive Director
Yolo Habitat Conservancy

APPROVED AS TO FORM:

By:  _____
Philip J. Pogledich, County Counsel
Attorney for the Yolo Habitat Conservancy