

**ATTACHMENT A**

TEICHERT WOODLAND DEVELOPMENT AGREEMENT (#96-286)  
SECTION 2.2.9 LANGUAGE

The time table for implementation of these net gains shall be as follows:

(vi) As a condition of an escrow to be established pursuant to Section 2.2.9(i), the Storz property extending to the centerline of Cache Creek, including direct access to a public roadway, shall be dedicated in fee to the County or designated entity simultaneously with the County's return of the financial assurances bond for that phase of reclamation.

(vii) As a condition of an escrow to be established pursuant to Section 2.2.9(i), the Muller property including direct access to a public roadway, shall be dedicated in fee to the County or designated entity simultaneously with the County's return of the financial assurances bond for that phase of reclamation.

(viii) The design for the demonstration habitat and recharge program shall be completed no later than April 30, 1997 and be provided to the County for a period not to exceed 30 days, for review and administrative approval. Site preparation shall be completed, habitat installed, and water routed to the site for purposes of commencement of recharge by December 31, 1997 unless extended by the County.

(ix) As a condition of an escrow to be established pursuant to Section 2.2.9(i), the Roger's property shall be dedicated in fee to the County or designated entity no later than December 31, 2003. Developer will convey to the County at that time, any and all existing easements that it owns or controls between a public roadway and the Roger's property.

(x) The 4.75 acres of VELB habitat shall be installed no later than December 31, 1999.

The design of reclaimed habitat is already subject to County approval pursuant to the conditions of approval. The design of all additional restored habitat included as a part of Developer's net gain shall also be subject to County approval. Developer agrees that designs for proposed habitat restoration shall be provided to the County for a period not to exceed 30 days, for review and administrative approval. Developer agrees to maintain and ensure the health and vitality of all plants and habitat installed in the reclamation and net gain area(s) for a period of five (5) years. Developer agrees to monitor the results of the demonstration habitat and recharge program at the Roger's site for a period of five years, including an annual evaluation of the results by a professional biologist (for the habitat) approved by the County and a professional hydrologist (for the recharge component) approved by the County. The results of these five-year responsibilities and monitoring requirements shall be provided to the County together with other required annual reports.

**Section 2.2.9 Process for Dedications of Fee Title and Access Easements.**

(i) Escrow and Hearing. Within 30 days prior to dedication but no later than December 31, 2003 for the Roger's property, and within 30 days of completion and

acceptance reclamation of the phase to be dedicated for the Storz and Muller properties, the Developer and/or Property Owner shall open an escrow account, for the purpose of dedicating in fee, by grant deeds, the properties to the County or its designee, with a title company that maintains an office in Yolo County. Instructions of the escrow shall include but not be limited to: (a) the release of the financial assurances bond held by Yolo County and the State of California (not applicable to Roger's); (b) the transfer of the property to be dedicated to the County or its designee free and clear of all liens and encumbrances with the exception that mitigation credits, as described in Section 2.2.9.5, may be sold by the Developer so long as such sales are in accordance with this agreement and are completed prior to the transfer of the property to the County of Yolo or its designee; (c) confirmation of access to a public roadway as described herein; and (d) confirmation that the southern boundary of Storz and the northern boundary of Muller extends to the centerline of Cache Creek.

The Board of Supervisors shall schedule and notice a public hearing for the purposes of accepting any dedication and shall at the conclusion of the hearing designate an entity, if other than the County, to which the dedication shall be made. In addition, the Board, with the concurrence of the Developer, shall define any other conditions of the dedication that shall be made a part of the escrow.

(ii) Reservation of Rights. With the exception of an easement underlying the conveyor system, linear access to that conveyor system, the sale of mitigation credits as defined in Section 2.2.9.5, and the establishment of conservation easements as described below on the in-channel portions of the Storz and Muller dedications, property owner and the developer shall convey all rights and fee title to the property to the County or its designee free of all restrictions, encumbrances, and liens other than those in effect as of November 25, 1996. Any easements for the conveyor system and access to it shall be extinguished when mining ceases and the conveyors are removed.

The Developer may establish conservation easements over the in-channel portions of the Storz and Muller properties prior to dedication, provided that any resulting restrictions on the use of the property subject to the easement, will not impair the County's ability to utilize the property for future native habitat, public access and viewing, pedestrian and bicycle corridor, groundwater recharge; and other activities that may be appropriate within the envisioned Cache Creek Parkway.

Additionally, all property conveyed to the County shall be free of any and all toxic substances and contaminants as defined by the Health and Safety Code or its equivalent. If any cleanup of the property is required pursuant to Section 2.2.9 (ii), the Developer covenants and agrees that at its sole cost and expense, the Developer shall remove and dispose of all toxic substances and/or contamination, prior to transfer of the property to the County or its designee. In the event that such cleanup and removal is not commenced or completed in a timely manner, the County may immediately commence and timely complete such cleanup and removal, at the Developer's expense. The obligation of Developer to clean and remove toxic

substances shall be deemed discharged only after the County is notified in writing by the appropriate governmental agency(ies) that no further action (cleanup and/or removal) is required.

(iii) Construction of Public Access Across Conveyor/Conveyor Easement. The Developer shall be responsible for either bridging across or tunneling under the conveyor system or conveyor easement in order to provide public access, and/or preclude impairment of same, to the satisfaction of the County. The method of construction shall be at the sole discretion of the Board; however the method required by the Board shall be no more than is required to allow safe public crossing of the conveyor system or conveyor easement. Construction of the public access crossing shall be completed prior to the dedication of the property to the County or its designee.

(iv) County Commitments Regarding Dedicated Land. The County agrees that it will not lease, sell, rent or otherwise use the property for the purposes of further commercial aggregate mining. The County further warrants that County's ownership and use of dedicated land will not adversely affect the Developer's ability to mine pursuant to this Agreement.

(v) Lot Line Adjustment. The boundaries of the property to be dedicated shall be established via lot line adjustment, or other appropriate mechanism of State law in force at the time of transfer. The developer and/or property owner shall be responsible for all costs associated with establishing the dedicated property as a separate and distinct lot with documented (surveyed) boundaries, with the exception of County fees which shall be the responsibility of the County.

(vi) Due Diligence at Time of Transfer. The County shall be given access for staff and consultants, during the period of escrow, for the purposes of performing various site assessments to verify the suitability of the property for public conveyance. Adverse results shall be subject to Section 6.5 of this Agreement and any other applicable section.

(vii) Appraisal. The developer and/or property owner shall be responsible for the costs of establishing value at the time of dedication.

~~**Section 2.2.9.1 Failure to Comply With Net Gain Provisions** Developer may continue mining in subsequent phase(s) of the Project prior to completion of reclamation of a prior phase and/or prior to dedication of a net gain for a prior phase as described herein. However, if Developer proceeds with a subsequent phase prior to the conclusion of reclamation and/or dedication of a net gain, dedication of the net gain pursuant to Sections 2.2.8 and 2.2.9 shall be made immediately after reclamation and monitoring. Developer's failure to comply with Sections 2.2.8 and 2.2.9 in a timely manner shall constitute a breach and invoke the procedures of Section 6 herein.~~