

ATTACHMENT C

DRAFT THIRD MEMORANDUM OF UNDERSTANDING

**THIRD MEMORANDUM OF UNDERSTANDING
RE: TEICHERT WOODLAND DEDICATIONS**

The County of Yolo (“County”), a political subdivision of the State of California, and A. Teichert & Son, Inc. (“Teichert”), a California corporation (collectively, the “Parties”), enter into this Third Memorandum of Understanding re: Teichert Woodland Dedications (“Third MOU”), effective _____, 2023.

I. Background and Purpose

Over the past two decades, the Parties have entered into numerous agreements regarding Teichert’s gravel mining operations in Yolo County, which set forth various commitments that evolved over time. On July 17, 2019, the Parties executed a memorandum of understanding (“First MOU”), to document and clarify the Parties’ understanding of some of the Parties’ obligations as related to the imminent dedication of the Muller property pursuant to the Development Agreement for the Teichert Aggregates (Woodland) Long-Term Off-Channel Mining Permit (“Woodland DA”), as amended and modified over several agreements (collectively, “Agreements”).

Among other things, the First MOU provided that the following would satisfy the Agreements’ requirements related to the “Muller In-Channel Area”:

Teichert will dedicate in fee title approximately 21.5 acres of in-channel property (APNs 025-350-031 and -033) shown in yellow on the attached Exhibit A (“Muller In-Channel Area”) simultaneously with the County’s return of financial assurances on the Muller property.

The 21.5 acres referenced above are also part of the “In-Channel Haller/Muller Conservation Easement Area” required to be dedicated under the Agreements. The First MOU provided that the following would satisfy the Agreements’ requirements related to the remainder of the In-Channel Haller/Muller Conservation Easement Area:

Teichert will dedicate the remainder (approximately 99.0 acres) of the Haller and Muller Conservation Easement property to the County in fee title within one year of the County’s return of financial assurances on the Woodland Plant site.

In addition, the First MOU provided the following would satisfy the Agreements’ requirements related to an access easement between County Road 19 and County Road 94B:

(a) The Mullers [owners of a property Teichert mined] will dedicate a 40-foot wide unlimited public access easement across their property in the location depicted and labeled as “Access A” in the attached Exhibit A simultaneously with the County’s return of financial assurances on the Muller property.

(b) Teichert will dedicate a 40-foot wide unlimited public access easement across its property in the location depicted and labeled as “Access

A” in the attached Exhibit A simultaneously with the County’s return of financial assurances on the Muller property.

(c) Upon the cessation of aggregate mining and processing activities associated with the Woodland Plant, or earlier as agreed upon by the Parties, the County shall extinguish the 40-foot public access easement, and the Mullers and Teichert shall simultaneously dedicate to the County a new 20-foot easement in the same location limited to emergency vehicle access and for use by the County and its authorized representatives.

Also, the First MOU provided the following would satisfy the Agreements’ requirements related to the “Muller Trail Easement”:

(a) Teichert will dedicate to the County the Muller Trail Easement, consisting of a 20-foot wide limited public access easement across its property in the location depicted and labeled as “Access B” in the attached Exhibit A, simultaneously with the County’s return of financial assurances on the Muller property.

(b) As a condition of escrow for the dedication of the Muller Trail Easement, Teichert shall demonstrate to the County’s satisfaction that the Muller Trail Easement does not encroach on the VELB habitat area or any other buffer mandated by a state or federal agency, and, if necessary, modify the easement alignment to avoid any encroachment to the County’s satisfaction.

(c) Upon the cessation of aggregate mining and processing activities associated with the Woodland Plant, or earlier as agreed upon by the Parties, the County shall extinguish the 20-foot limited public access Muller Trail Easement, and Teichert shall simultaneously dedicate to the County a new 20-foot unlimited public access Muller Trail Easement in the same location.

On January 11, 2022, the Parties entered into a Development Agreement for the Teichert Shifler Mining and Reclamation Project (“Shifler DA”), which amended the Parties’ obligations under the Agreements. In particular, the required dedications of the In-Channel Haller/Muller Conservation Easement Area and the Muller Trail Easement were now required to occur within one year, or by January 11, 2023. As a result of the dedication occurring earlier than originally envisioned, the dedication of an unlimited easement for Access A is no longer necessary.

On October 13, 2022, the Parties entered into a second memorandum of understanding (“Second MOU”) to document the Parties’ understanding regarding the implementation of the early dedication of an emergency access easement for Access A and the Muller Trail Easement (Access B) under the Agreements. The Second MOU provided with respect to the dedication of these easements:

1. No later than January 11, 2023, the Teichert shall execute and record a grant deed transferring to the County a 20-foot easement in the location depicted and labeled as “Access A” in Exhibit D to the D.A., which is attached hereto, limited to emergency vehicle access and for use by the County and its authorized representatives.
2. No later than January 11, 2023, Teichert shall execute and record a grant deed transferring the 20-foot Teichert Muller Trail Access B easement (as shown in Exhibit D to the D.A.) to the County to allow unlimited public access upon dedication and into perpetuity.

After signing the Second MOU and prior to January 11, 2023, the Parties discussed and agreed in concept to Teichert including the Teichert-owned portion of the emergency access easement (Access A) alignment and the Muller Trail Easement (Access B) alignment in fee rather than as easements as part of the fee dedication of the In-Channel Haller/Muller Conservation Easement Area and modifying the property boundaries slightly to allow for separate access for both the subject property and Teichert’s adjacent property to the north. The Parties recognize that this revision delayed the required dedication of the In-Channel Haller/Muller Conservation Easement Area, the Teichert-owned portion of the emergency access easement (Access A), and the Muller Trail Easement (Access B) beyond January 11, 2023. Accordingly, the Parties wish to enter into this Third MOU to implement the early dedication of the In-Channel Haller/Muller Conservation Easement Area (including the Muller In-Channel Area) with the area originally intended for the Teichert-owned portion of the emergency access easement (Access A) and the Muller Trail Easement (Access B) included as part of that fee dedication.

II. Agreement

1. Teichert shall execute and record a grant deed transferring the approximately 124.156-acre property depicted in in Exhibit B (“In-Channel Haller/Muller Dedication”) to the County in fee title, which includes the area originally intended for the Teichert-owned portion of the emergency access easement (Access A) and the Muller Trail Easement (Access B). The County hereby acknowledges that this dedication shall satisfy Teichert’s obligations with respect to the dedication of the In-Channel Haller/Muller Conservation Easement, the Muller In-Channel Area, the emergency access easement (Access A), and the Muller Trail Easement (Access B).

2. The grant deed shall be in a form reasonably acceptable to the County Counsel. Teichert shall provide a draft grant deed to the County Counsel for review at least 30 days prior to execution and recording.

3. This Third MOU supersedes and replaces the First MOU and Second MOU as to the Muller In-Channel Area, the In-Channel Haller/Muller Conservation Easement Area, Teichert’s responsibilities with respect to the emergency access easement (Access A), and the Muller Trail Easement (Access B), while the remainder of the First MOU and Second MOU shall remain in place.

IN WITNESS WHEREOF, the parties have executed this Third MOU as of the day and year first set forth above.

A. TEICHERT & SON, INC.

By: _____

Name: _____

Title: _____

COUNTY OF YOLO

By: _____

Name: _____

Title: _____

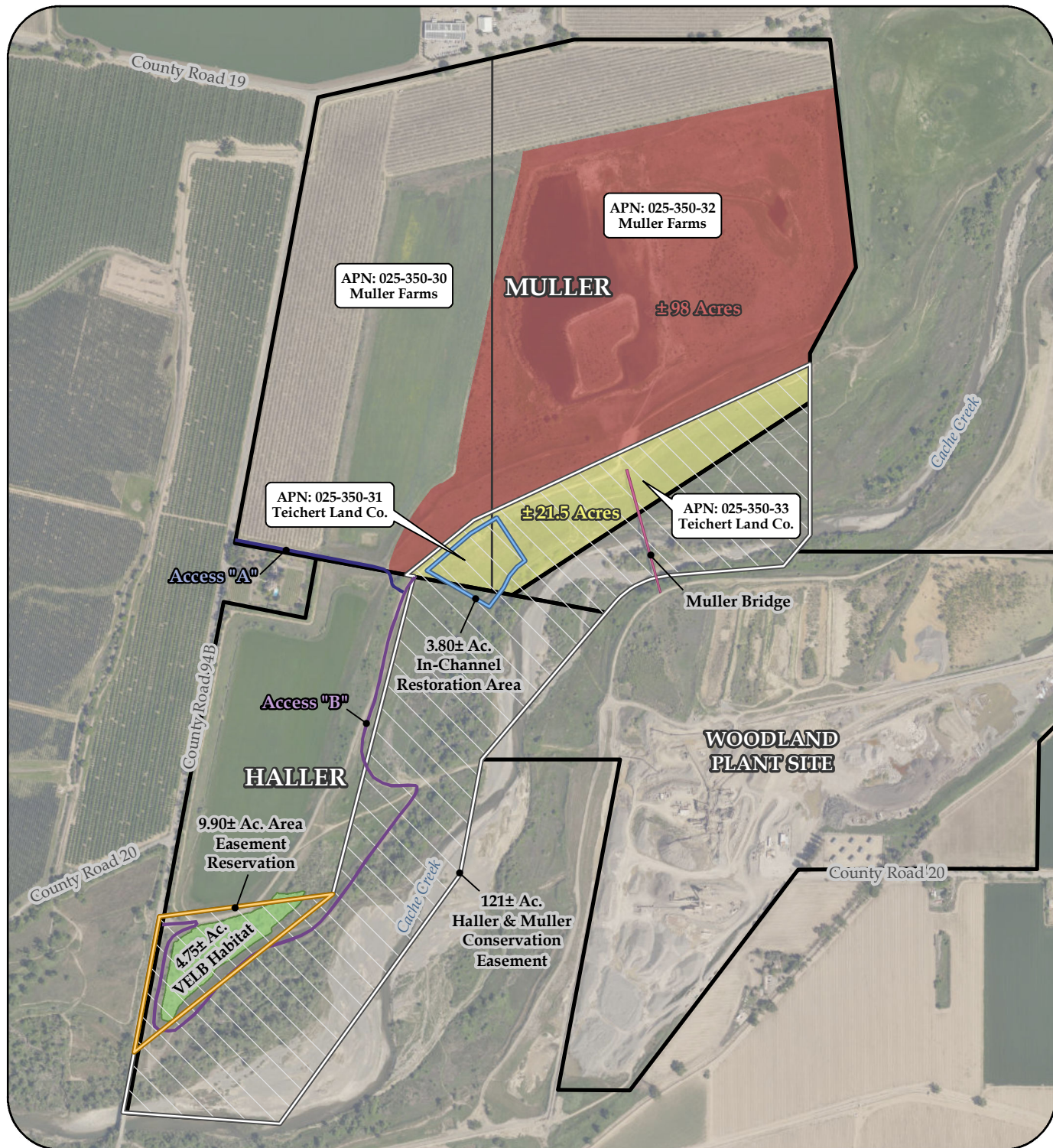
Approved as to Form:

By: _____

Name: _____

Title: _____

MOU Exhibit A



LEGEND:

Development Agreement #96-286 (Woodland):

- Muller Property Dedication
- Muller In-Channel Area

Development Agreement #12-153 (3rd Amendment to #96-286):

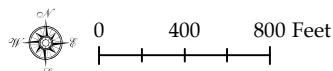
- Access "A"

Development Agreement #12-152 (Schwarzgruber):

- Access "B"

Agreement #98-383:

- 9.90± Ac. Area Easement Reservation
- Haller & Muller Conservation Easement
- In-Channel Restoration Area
- VELB Habitat Area
- Muller Bridge
- Muller Parcel Boundaries
- Teichert Property Boundaries (excludes County Rd. ROW's)



SOURCE:

Aerial Photography Provided by ESRI Basemaps (Yolo County: April 13, 2018)

DISCLAIMER:

The data was mapped for planning purposes only. No liability is assumed for the accuracy of the data shown.

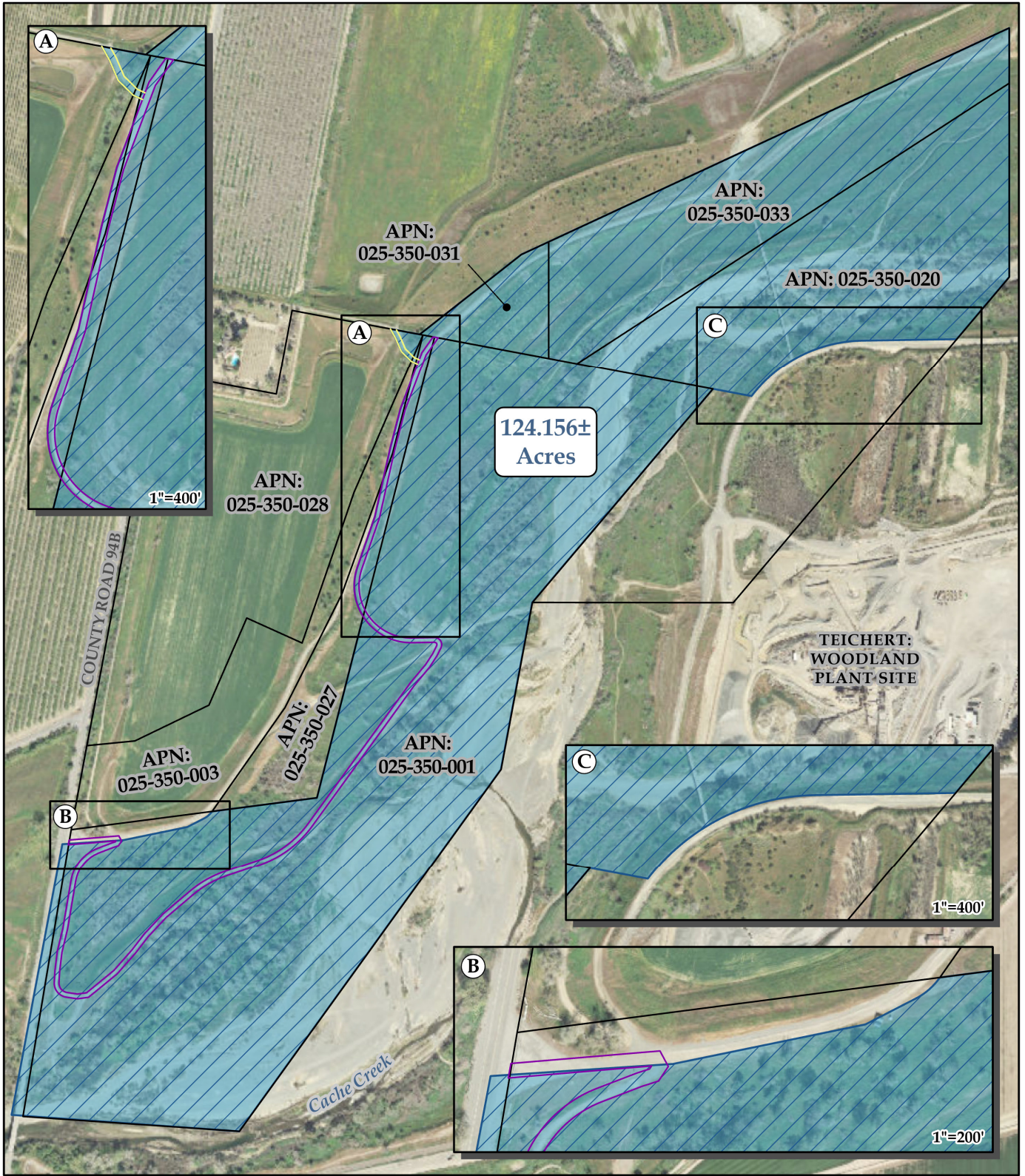
**NET GAIN DEDICATION
APRIL 2019**

**MULLER PROPERTY
TEICHERT MATERIALS**

YOLO COUNTY, CALIFORNIA



Exhibit B Dedication Area



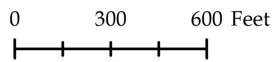
C:\Cormijo\6\5\2023\WDL_NetGain.aprx (HAL_MULL_DedicationArea_ExcB)

Legend:

- 20' Access Easement Legal Description (Laugenour and Meikle: April 2022)
- 20' Trail Easement Legal Description (Laugenour and Meikle: Feb. 2020)
- In-Channel Haller & Muller Dedication (June 2023)

Source:

Aerial Photo Provided by ESRI Basemaps & Affiliates (Yolo County: Mar. 18, 2022)



Disclaimer:

The data was mapped for assessment purposes only. No liability is assumed for the accuracy of the data shown.

**Haller/ Muller
In-Channel
Teichert: Woodland
Yolo County, California**

