

AGREEMENT NO. 2023-\_\_\_\_\_

CALIFORNIA LAND CONSERVATION AGREEMENT

THIS AGREEMENT (“Agreement”), which rescinds and replaces a portion of Contract No. 02-47, is made and entered into this \_\_\_ day of \_\_\_\_\_ (“Effective Date”), between the County of Yolo, a political subdivision of the State of California (hereinafter “County”), and Thomas W. Ellis and Rose Ann Ellis Trust (hereinafter “Owner(s)”).

RECITALS

WHEREAS, Owner(s) is/are the legal Owner(s) of a property consisting of ±418.268-acres of real property, currently identified as Assessor’s Parcel Number (APN): 053-030-011 (“Subject Property”), which is more particularly shown in **Attachment A** and described in **Attachment B**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Subject Property is located in Agricultural Preserve No. AP 098, and was previously subject to Land Use Agreement Nos. 02-047 and 72-063; and

WHEREAS, Agreement No. 02-047 encompasses approximately 338.18 acres owned by Owners and 119.65 acres currently owned by Westervelt Ecological Services LLC (APN: 053-030-010); and

WHEREAS, concurrently with its approval of this Agreement, the Yolo County Zoning Administrator approved a Lot Line Adjustment for the newly created parcel identified as APN: 053-030-011, which added approximately 80 acres of land to the previously identified APN: 053-030-009, which is subject to Land Use Agreement No. 02-047; and

WHEREAS, APN: 053-030-010 will remain enrolled under Agreement No. 02-47. This Agreement will only rescind the ±418.268 acres of real property as shown in **Attachment A** and described in **Attachment B** of this Agreement, attached hereto and incorporated herein by this reference, thereby removing the acreage from Agreement Nos. 02-47 (338.18 ac) and 72-063 (80 ac); and

WHEREAS, the Subject Property is presently devoted to agriculture and agricultural-related uses; and

WHEREAS, by entering into this Agreement pursuant to the California Land Conservation Act (“Williamson Act”), both Owner(s) and County desire to limit the use of the Subject Property to agriculture use and uses that are compatible with agricultural use in order to discourage premature and unnecessary conversion of land to urban use, recognizing that such land has substantial value to the public as open space and the preservation of such land in such use constitutes an important physical, social, aesthetic, and economic asset to County; and

WHEREAS, the placement of the Subject Property in a preserve and the accompanying execution and approval of this Agreement by County’s Board of Supervisors constitutes a determination by the Board that the highest and best use of the Subject Property during the term of the Contract or any renewal thereof is for agricultural and compatible uses, as defined in this Agreement, as well as the state and local rules, guidelines, and regulations applicable to Williamson Act Contracts and the agricultural preserve and the Williamson Act, as they may be amended from time to time; and

WHEREAS, Owner(s) and County intend the terms, conditions and restrictions of this Agreement to be substantially similar to or, as permitted by Government Code section 51240, more restrictive than those required generally for agricultural preserve contracts by the Williamson Act and to that end intend that this Contract shall constitute an “enforceable restriction” within the meaning and for the purposes of Section 8 of Article XIII of the California Constitution and Sections 422 and 423 of the California Revenue and Taxation Code.

NOW, THEREFORE, the parties hereby agree as follows:

### AGREEMENT

1. Agreement No. 02-047 is hereby rescinded as to the Subject Property only, and replaced by this Agreement. Agreement No. 02-047 shall remain in place as to the other land covered by the Agreement.

2. This Agreement is entered into pursuant to the California Land Conservation Act of 1965, Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code, commencing with Section 51200 (“Act”), and is subject to all of the provisions of the Act and provisions of the Yolo County Code, Title 8, Chapter 2, that govern the Agricultural Intensive (A-N), Agricultural Extensive (A-X), or Public Open Space (POS) Zones, the resolution establishing the Agricultural Preserve, and the County’s Williamson Act Guidelines and zoning law, as each may be amended from time to time. This Agreement requires Owner(s)’ compliance with the Act, applicable zoning, and the Williamson Act Guidelines.

3. During the term of this Agreement and any renewals thereof, the Subject Property shall not be used for any purpose other than the production of agricultural commodities, recreation, open space, and other compatible uses as allowed by the Act, provisions of the Yolo County Code relating to land uses and activities in those parts of the property in the Agricultural Intensive (A-N), Agricultural Extensive (A-X), and Public Open Space (POS) Zones, and the County’s Williamson Act Guidelines. During the term of this Agreement, Owner(s) shall be limited to such uses and activities as are allowed within these Zones and the County’s Williamson Act Guidelines, as then in force and as may be amended from time to time. The Board of Supervisors of the County may, during the term of this contract or any extensions thereof, by duly-adopted amendment to the Yolo County Code of Ordinances and/or to the County’s Williamson Act Guidelines, add or subtract to those uses deemed compatible with a Williamson Act contract, which shall be incorporated into this Agreement without further action of the Parties.

4. The initial term of this agreement is 10 years from the Effective Date. On the anniversary date of this contract, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245. The County may, in its discretion, make a determination pursuant to Government Code Sections 16142(e) or 16142.1, to implement Section 51244(b) and Section 54244.3, by which the term shall be reduced to nine years.

5. Notwithstanding anything to the contrary in this Agreement, the Subject Property shall be subject to and assessed consistent with the provisions of the Revenue and Taxation Code. County and Owner(s) acknowledge, however, that any determination concerning the assessment of the Subject Property is within the discretion of the Yolo County Assessor or the Yolo County Assessment Appeals Board.

6. Owner(s) agrees no additional, separate legal parcels currently exist within the Subject Property that may be recognized by a certificate of compliance during the term of the Agreement pursuant to Government Code Section 66499.35 based on previous patent or deed conveyances, subdivisions,

or surveys. The Owner(s) will not apply for or otherwise seek recognition of additional legal parcels within the Subject Property based on certificates of compliance during the term of the Agreement.

7. The County may declare this Agreement terminated if it (or another substantially similar contract) is declared invalid or ineffective in any court adjudication accepted by the County as final, but no cancellation fee or other penalties shall be assessed against Owner(s) upon such termination.

8. Owner(s), upon request of the County, shall provide information relating to compliance with the obligations under this Agreement to assist the County and the County Assessor in determining value for assessment purposes or to determine continued eligibility under the Act and compliance with the requirements of this Agreement.

9. Owner(s) represent that he/she/it/they is/are the sole legal Owner(s) of the Subject Property and all necessary persons have executed this Agreement.

10. As part of this Agreement, Owner(s) agree to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this Agreement. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in conjunction with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the County. If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

11. As required by Government Code section 51243(b), this Agreement is binding upon, and inure to the benefit of, all successors in interest of the Owner(s). Whenever land under this Agreement is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided land, any of the rights of the owner in the original Agreement, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of land under contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract as it applies to the remaining parcels of the divided land. Except as provided in Section 51243.5, on and after the effective date of the annexation by a city of any land under contract with a county, the city shall succeed to all rights, duties, and powers of the county under the Agreement. The terms of this paragraph shall automatically conform to any amendments or changes to the requirements of Government Code section 51243(b).

12. All notices to be given to the Owner(s) in connection with this Agreement shall be given to Owner(s) herein by delivery personally in writing or by depositing the same in the United States Mail, first class postage prepaid, to the address shown on the last equalized assessment roll.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Owner(s) waive(s) any removal rights available under State or Federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF YOLO

\_\_\_\_\_  
Supervisor Oscar E. Villegas, Chair  
Yolo County Board of Supervisors

Attest:


Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors


By \_\_\_\_\_  
(Seal)  
Deputy

Approved as to Form:  
Philip J. Pogledich, County Counsel

By   
Eric May, Senior Deputy

OWNER(S)  
Thomas W. Ellis and Rose Ann Ellis  
Trust

  
By: Thomas W. Ellis, Trustee

  
By: Rose Ann Ellis, Trustee

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 Yolo

On Oct 2, 2023 before me,

Nancy L. Newlin, Notary Public

personally appeared THOMAS W. ELLIS 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 Nancy L. Newlin (Seal)



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 Yolo

On Oct 2, 2023 before me,

Nancy L. Newlin, Notary Public

personally appeared ROSEANNE ELLIS 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 Nancy L. Newlin (Seal)



*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 Yolo

On \_\_\_\_\_ before me,

\_\_\_\_\_

*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)

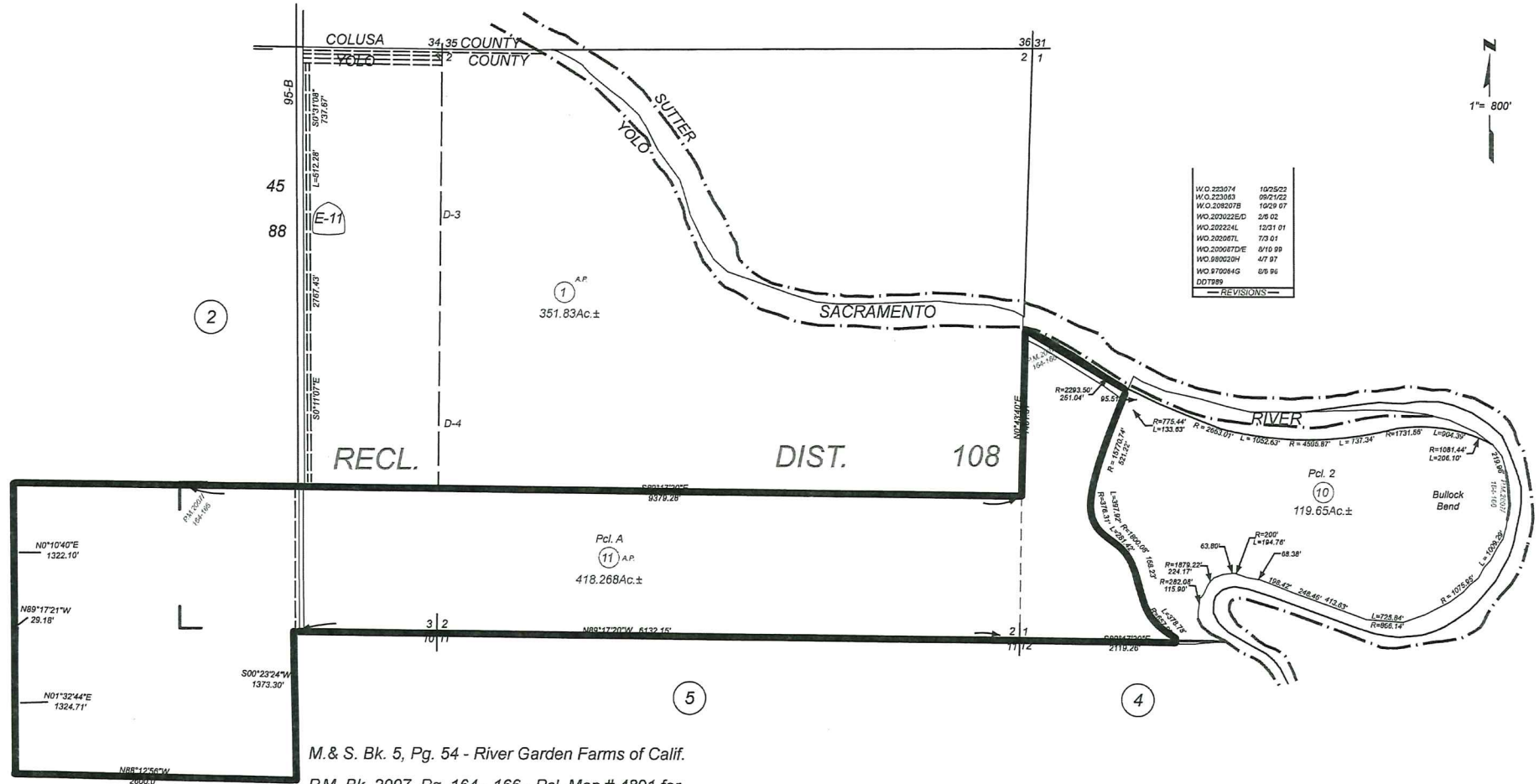
# ATTACHMENT A

053-03

COC #2022-0024100 APN's 053-030-011; 053-050-13; 053-100-12

POR. SEC. 1, 2 & 3, T.12N., R.1E., M.D.B. & M.

CAUTION - These maps ARE NOT to be used for legal descriptions.



M. & S. Bk. 5, Pg. 54 - River Garden Farms of Calif.  
 P.M. Bk. 2007, Pg. 164 - 166 - Pcl. Map # 4891 for  
 Thomas W. & Rose Ellis

(formerly por.19-01)

NOTE - Assessor's Block Numbers Shown in Ellipses  
 Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 53, Pg. 03  
 County of Yolo, Calif

# ATTACHMENT B

Legal Descriptions for Thomas W. Ellis and Rose Ann Ellis Trust Williamson Act  
Contract  
Zone File #ZF2022-0069

**Assessor's Parcel Number (APN): 053-030-011 (previously APNs: 053-030-009 and 053-050-002)**

THAT portion of real property situate in the County of Yolo, State of California, and being located within projected Sections 1, 2, 3, and 10, Township 12 North, Range 1 East, Mount Diablo Base and Meridian, also being all of Parcel 1 as shown on that Parcel Map for "THOMAS W. AND ROSE ANN ELLIS", filed in Book 2007 of Maps at Pages 164 - 166, said County Records, also being a portion of Parcel 1 as described in Document No. 2022-0021741, said County Records, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel 1 as described in said Document No. 2022-0021741, said point also being a point on the South line of said Parcel 1 as shown on said Parcel Map, said point being distant North 00°02'30" West 10,100.45 feet from the Southeast corner of said Parcel 1 as described in said Document No. 2022-0021741; thence, from said POINT OF BEGINNING and along the South line of said Parcel 1 as shown on said Parcel Map, North 89°17'20" West 6,132.15 feet to the Northwest corner of Parcel 1 as described in Book 719 of Official Records at Page 568, said County Records; thence, along the West line of said Parcel 1, South 00°23'24" West 1,373.30 feet to the South line of the Northwest Quarter of the Northeast Quarter of said projected Section 10; thence, along said South line, North 88°12'56" West 2,600.00 feet to the Southwest corner of the Northeast Quarter of the Northwest Quarter of said projected Section 10; thence, along the West line of said Northeast Quarter of said Northwest Quarter, North 01°32'44" East 1,324.71 feet to the Northwest corner of said Northeast Quarter of said Northwest Quarter, said point also being a point on said South line of said Parcel 1 as shown on said Parcel Map; thence, along said South line, North 89°17'21" West 29.18 feet to the Southwest corner of said Parcel 1 as shown on said Parcel Map; thence, along the West line of said Parcel 1, North 00°10'40" East 1,322.10 feet to the Northwest corner of said Parcel 1; thence, along the North line of said Parcel 1 the following two (2) courses and distances: 1) South 89°17'20" East 9,379.28 feet; and 2) North 00°43'40" East 1,461.31 feet to the Westerly bank of the Sacramento River as shown on said Parcel Map; thence, along said Westerly bank the following five (5) courses and distances: 1) along a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 22°09'44" West, said curve having a radius of 1,450.97 feet, through a central angle of 08°58'32", and having an arc

*Williamson Act between the County of Yolo and Thomas W. Ellis and Rose Ann Ellis Trust  
Zone File No. 2022-0069*

*(418.268 acres – Contract Establishment)*

distance of 227.30 feet; 2) South 59°33'33" East 86.19 feet; 3) South 58°49'21" East 480.57 feet; 4) along a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 29°17'32" West, said curve having a radius of 2,293.50 feet, through a central angle of 06°16'17", and having an arc distance of 251.04 feet; and 5) along a non-tangent curve to the left concave Northeasterly, the radial line of said curve bears North 27°34'21" East, said curve having a radius of 807.52 feet, through a central angle of 03°39'18", and having an arc distance of 51.51 feet to the Northeast corner of said Parcel 1; thence, along the East line of said Parcel 1 the following eleven (11) courses and distances: 1) South 23°55'03" West 95.51 feet; 2) along a non-tangent curve to the left concave Easterly, the radial line of said curve bears South 68°30'35" East, said curve having a radius of 775.44 feet, through a central angle of 09°52'25", and having an arc distance of 133.63 feet; 3) South 17°13'18" West 123.31 feet; 4) along a non-tangent curve to the right concave Westerly, the radial line of said curve bears North 73°11'32" West, said curve having a radius of 15,770.74 feet, through a central angle of 01°53'37", and having an arc distance of 521.24 feet; 5) along a non-tangent curve to the left concave Easterly, the radial line of said curve bears South 68°58'56" East, said curve having a radius of 376.31 feet, through a central angle of 60°35'12", and having an arc distance of 397.92 feet; 6) along a non-tangent curve to the left concave Northeasterly, the radial line of said curve bears North 52°14'24" East, said curve having a radius of 1,800.08 feet, through a central angle of 08°57'27", and having an arc distance of 281.42 feet; 7) along a non-tangent curve to the right concave Southwesterly, the radial line of said curve bears South 40°11'13" West, said curve having a radius of 195.67 feet, through a central angle of 38°40'15", and having an arc distance of 132.06 feet; 8) South 14°18'48" East 158.23 feet; 9) along a non-tangent curve to the left concave Easterly, the radial line of said curve bears North 76°34'19" East, said curve having a radius of 1,053.39 feet, through a central angle of 06°33'05", and having an arc distance of 120.45 feet; 10) along a non-tangent curve to the left concave Northeasterly, the radial line of said curve bears North 71°38'52" East, said curve having a radius of 657.98 feet, through a central angle of 32°59'02", and having an arc distance of 378.78 feet; and 11) South 48°56'59" East 230.26 feet to the Southeast corner of said Parcel 1; thence, along said South line of said Parcel 1, North 89°17'20" West 2,119.26 feet to the POINT OF BEGINNING.

Containing 418.268 acres of land, more or less

The basis of bearings for this description is the East line of said Lot E4, being North 00°02'30" West, as shown in Book 5 of Maps and Surveys at Page 54, said County Records.

End of description.

*Williamson Act between the County of Yolo and Thomas W. Ellis and Rose Ann Ellis Trust  
Zone File No. 2022-0069  
(418.268 acres – Contract Establishment)*