

AGREEMENT NO. 2023-_____

CALIFORNIA LAND CONSERVATION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ (“Effective Date”), between the County of Yolo, a political subdivision of the State of California (“County”), and Bogle Vineyards, Inc. (“Owner”).

RECITALS

WHEREAS, Owner is the legal owner of a property consisting of 54.162± acres of real property, current APN: 043-140-035 (“Subject Property”), which is more particularly shown in **Attachment A** and described in **Attachment B**, each of which is attached hereto and incorporated herein by this reference; and

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

WHEREAS, the Subject Property is located in Agricultural Preserve No. AP 080, heretofore enlarged by resolution adopted with the approval of this Agreement; and

WHEREAS, Owner desires to enter into this Agreement; and

WHEREAS, by entering into this Agreement pursuant to the California Land Conservation Act (“Williamson Act Contract”), both Owner 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 Contract by the Yolo County 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 Rules, Guidelines, and Regulations applicable to Williamson Act Contracts and the agricultural preserve and the Land Conservation Act, as they may be amended from time to time; and

WHEREAS, Owner 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.

*Williamson Act Agreement between the County of Yolo
and Bogle Vineyards, Inc
Zone File No. 2023-026
(54.162Acres—Contract Establishment)*

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. 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’ compliance with the Act, applicable zoning, and the Williamson Act Guidelines.

2. 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 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 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.

3. 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 51224(b) and Section 5422.3, by which the term shall be reduced to nine years.

4. 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 acknowledges, 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.

5. Owner agrees no additional, separate legal parcels currently exist within the property that may be recognized by a certificate of compliance during the term of

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the Contract pursuant to Government Code Section 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys. The Owner will not apply for or otherwise seek recognition of additional legal parcels within the property based on certificates of compliance during the term of the Agreement.

6. 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 upon such termination.

7. Owner, upon request of the County, shall provide information relating to 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.

8. Owner represents that he/she/it/they is/are the sole legal Owner of the Subject Property and all necessary persons have executed this Agreement.

9. As part of this Agreement, Owner agrees 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.

10. 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. 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 Owner 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).

11. All notices to be given to the Owner in connection with this Agreement shall be given to Owner herein by delivery personally in writing or by depositing the same in

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the United States Mail, first class postage prepaid, to the address shown on the last equalized assessment roll.

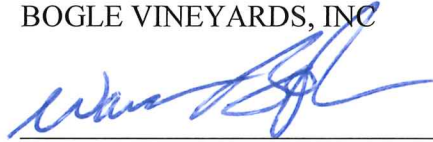
12. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Owner waives 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

OWNER:

BOGLE VINEYARDS, INC



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

By: Warren Bogle, President

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

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)

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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 October 2, 2023 before me,
Sherrri Ruggiero, Notary Public

personally appeared Warren Bogle 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)



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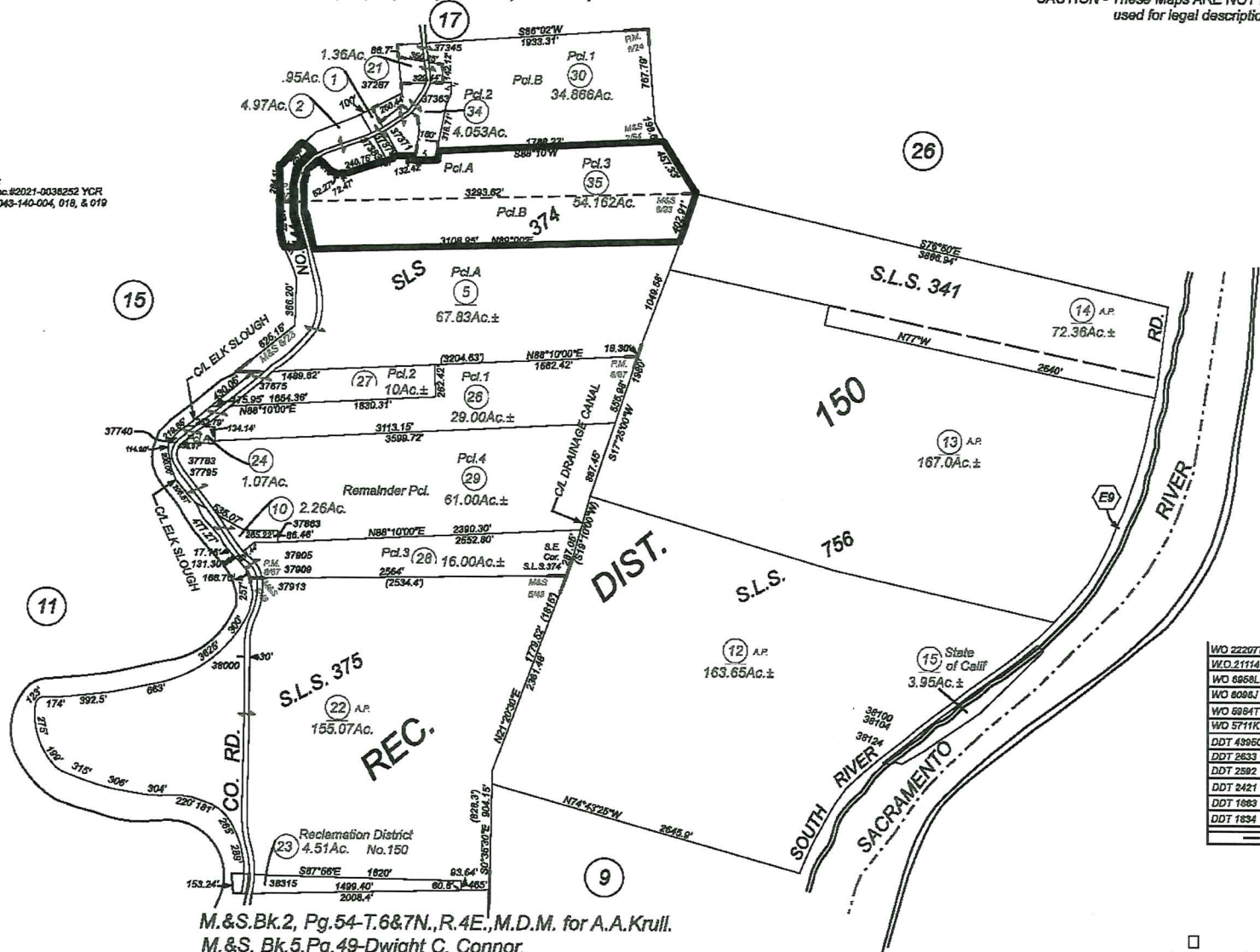
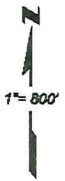
ATTACHMENT A

POR. SEC. 3, 4, 9, 10, T.6N., R.4E., M.D.B. & M.

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

043-14

NOTES:
COC Doc.#2021-0036252 YCR
APN's: 043-140-004, 018, & 019



M.&S.Bk.2, Pg.54-T.6&7N.,R.4E.,M.D.M. for A.A.Krull.
M.&S. Bk.5,Pg.49-Dwight C. Connor.
M.&S. Bk.6,Pg.23-S.L.S.374.
P.M. Bk.6,Pg.24-Pcl.Map for John Webber # 3092
P.M. Bk.6,Pg.87-Bogle Vineyard Inc. #3180

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

WO 222077	10/08 21
WO 211148E	09/03 10
WO 6868L	3/24/86
WO 6096J	2/18/83
WO 6884T	8/20/82
WO 5711K	8/28/81
DDT 4396C	12/20/77
DDT 2833	1/28/75
DDT 2592	1/24/75
DDT 2421	1/8/76
DDT 1983	6/11/74
DDT 1834	2/28/74
— REVISIONS —	

Assessor's Map Bk. 43, Pg. 14
County of Yolo, Calif

ATTACHMENT B

Legal Descriptions for Bogle Vineyards, Inc Williamson Act Contract (APN: 043-140-035)

The land referred to is stated in the unincorporated area of the County of Yolo, State of California, and is described as follows:

That portion of real property situate in, the County of Yolo, State of California, and being a portion of projected Section 3, Township 6 North, Range 4 East, mount Diablo Base and Meridian, also being a portion of Parcel B, as shown in Book 6 of Parcel Maps at Page 24, said County Records, and being more particularly described as follows:

Parcel 1:

Beginning at the Northeast corner of said Parcel 13; thence, along the Northerly line of said Parcel B, South 86° 02' 00" West 1,933.31 feet to the Northwest corner of said Parcel B; thence, along the Westerly line of said Parcel B the following three (3) courses and distances: 1) South 05° 23' 00" East 86.70 feet; 2) South 80° 39' 30" East 350.25 feet; and 3) South 01° 22' 30" East 142.12 feet to an angle point on said Westerly line; thence, leaving said Westerly line, North 88° 10' 30" East 66.28 feet; thence South 04° 40' 14" East 33.10 feet; thence South 04° 53' 01" West 75.00 feet; thence South 26° 47' 58" West 73.50 feet; thence South 11° 37' 24" West 316.71 feet; thence South 01° 50' 00" East 88.72 feet to a point on the South line of said Parcel B; thence, along said South line, North 88° 10' 00" East 1,788.23 feet to the Southeast corner of said Parcel B; thence, along the Easterly line of said Parcel B the following two (2) courses and distances: 1) North 32° 17' 30" West 198.80 feet; and 2) North 05° 50' 00" West 767.79 feet to the point of beginning.

The basis of bearings for this description is South 86° 02' 00" West, being the Northerly line of said Parcel B, as shown on Parcel Map No. 3092, filed in said Book 6 of Parcel Maps at Page 24, said County Records.

A portion of APN: 043-140-019

Parcel 2:

That portion of real property situate in the County of Yolo, State of California, and being a

portion of projected Section 3, Township 6 North, Range 4 East, Mount Diablo Base and Meridian, also being a portion of Parcel A, as shown in Book 6 of Parcel Maps at Page 24, said County Records, and also being a portion of Parcel C and all of Parcel B, as shown in Book 6 of Maps and Surveys at Page 23, said County Records, and being more particularly described as follows:

Beginning at a point on the Northerly line of said Parcel A, said point being distant from the Northeast corner of Parcel Bas shown in Book 6 of Parcel Maps at Page 24, said County Records, the following ten (10) courses and distances: 1) along the Northerly line of said Parcel B, South 86° 02' 00" West 1,933.31 feet to the Northwest corner of said Parcel B; 2) along the Westerly line of said Parcel B, South 05° 23' 00" East 86.70 feet; 3) South 80° 39' 30" East 350.25 feet; 4) South 01° 22' 30" East 142.12 feet; 5) leaving said Westerly line, North 88° 10' 30" East 66.28 feet; 6) South 04° 40' 14" East 33.10 feet; 7) South 04° 53' 01" West 75.00 feet; 8) South 26° 47' 58" West 73.50 feet; 9) South 11 ° 37' 24" West 316.71 feet; and 10) South 01 ° 50' 00" East 88. 72 feet to a point on the Northerly line of said Parcel A to the point of beginning; thence, from said point of beginning, and leaving said point on said Northerly line, South 01 ° 50' 00" East 35.00 feet; thence South 88° 10' 00" West 186.92 feet;, thence North 08° 15' 30" East 35.55 feet to said Northerly line of said Parcel A; thence, along said Northerly line the following seven (7) courses and distances: 1) South 88° 10' 00" West 132.42 feet; 2) South 78° 06' 30" West 187.00 feet; 3) South 70° 32' 30"West 240.75 feet; 4) South 87° 13' 00" West 72.47 feet; 5) North 62° 38' 00" West 52.27 feet; 6) North 14° 58' 30" West 124.16 feet; and 7) North 48° 06' 30" West 164.08 feet to the most Northwesterly corner of said Parcel A; thence, along the Westerly line of said Parcel A and the Westerly line of said Parcel B the following four (4) courses: 1) South 42' 38' 00" West 257.00 feet; 2) South 08° 29' 00" West 284.10 feet; 3) South 07° 00' 13" East 287.27 feet; and 4) South 16° 15' 00" East 104.29 feet to the Southwest corner of said Parcel. B; thence, along the Southerly line of said Parcel B, North 89° 00' 00" East 3,108.95 feet to the Southeast corner of said Parcel B; thence, along the Easterly line of said Parcel B, North 18° 18' 30" East 402.91 feet to the Northeast corner of said Parcel B; thence,, along the Easterly line of said Parcel A, North 32° 17' 30" West 457.33 feet to the Northeast corner of said Parcel A; thence, along the Northerly line of said Parcel A, South 88° 10' 00" West 1,788.23 feet to the point of beginning.

The basis of bearings for this description is South 86° 02' 00" West, being the Northerly line of said Parcel B; as shown on Parcel Map No. 3092, filed in said Book 6 of Parcel Maps at Page 24, said County Records.

The above legal description is pursuant to the Certificate of Compliance Lot Line Adjustment for Webber Farms, Zone file No. 2021-0038, recorded October 8, 2021 of Official Records under Recorder's Serial Number 2021-0038252.

APN: 043-140-004 and a portion of 043-140-018