

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 Warren Trust (“Owner”).

RECITALS

WHEREAS, Owner is the legal Owner of a property consisting of 96.26± acres of real property, current APNs: 044-040-021, 044-040-020, and 044-040-018 (“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 056, heretofore enlarged by resolution adopted with the approval of this Agreement; and

WHEREAS, portions of the Subject Property, identified as APN: 044-040-018, previously enrolled under Agreement No. 70-202, and APN: 044-040-020, previously enrolled under Agreement No. 72-014, are hereby removed from the acreage in Agreement Nos. 70-202 (0.17 acre) and 72-014 (1.21 acre) and will be subject to this Agreement, as shown in **Attachment A** and described in **Attachment B**; and

WHEREAS, Owner desire 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

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(96.26 Acres—Contract Establishment)*

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.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Contract No. 70-202 and Contract No. 72-014 are hereby rescinded as to the Subject Property only, and replaced by this Agreement. This Agreement shall have no effect on the remainder of the property covered by Contract No. 70-202 and Contract No. 72-014.

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’ 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 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

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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 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.

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 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 Owners 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.

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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 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 WARREN TRUST

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



By: Warren Bogle, Trustee

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
(Seal)
Deputy

Approved as to Form:

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Philip J. Pogledich, County Counsel

By 
Eric May, Senior Deputy

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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 _____ 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)

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

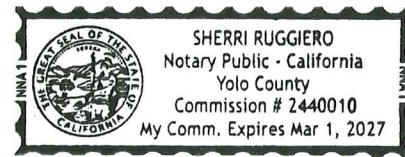
On October 2, 2023 before me,
Sherrri Ruggiero, Notary Public

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)

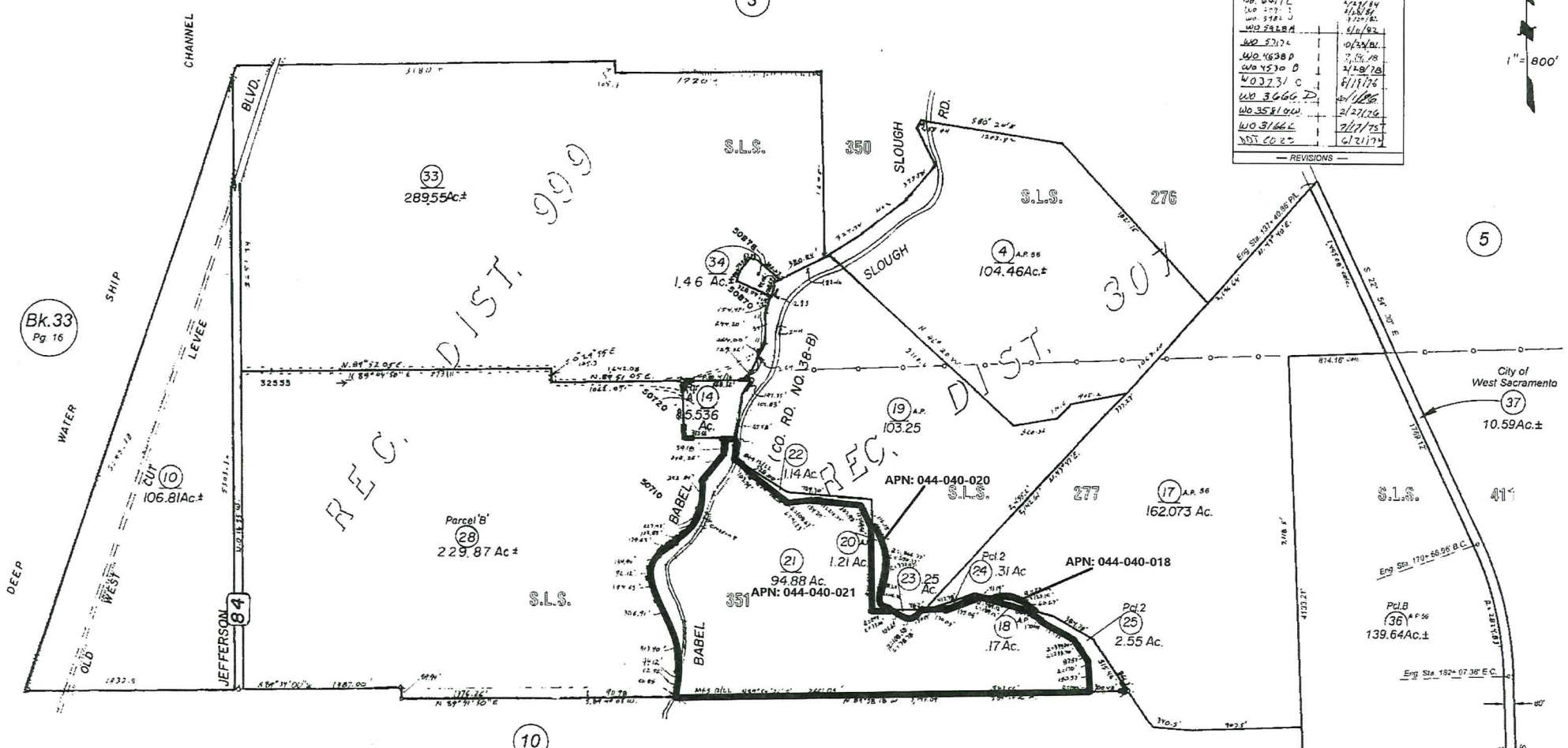


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ATTACHMENT A

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W.O. 209155L	12/31/08
W.O. 209193N	11/18/08
W.O. 208140H	10/4/05
W.O. 202207L	12/31/02
W.O. 770076 D/E	9/11/78
W.O. 7733 E	1/17/95
W.O. 7717 S	1/11/95
W.O. 7817 G	11/19/95
W.O. 710 K	5/1/99
W.O. 6417 L	2/27/84
W.O. 277 T	1/28/86
W.O. 578 J	1/20/81
W.O. 7928 B/A	8/1/82
W.O. 57174	10/24/81
W.O. 4638 D	7/24/78
W.O. 4530 D	2/28/78
W.O. 3731 C	8/11/76
W.O. 3666 D	4/1/86
W.O. 3571 G/O	2/27/76
W.O. 3166 L	7/27/75
W.O. 6025	6/21/74



Bk. 33
Pg. 16

5

City of West Sacramento
37
10.59 Ac.±

17 A.P. 56
162.073 Ac.

APN: 044-040-018

APN: 044-040-020

21
1.21 Ac.

20
94.88 Ac.

23 25
1.7 Ac.

24
31 Ac.

25
2.55 Ac.

22
1.14 Ac.

14
5.536 Ac.

19 A.P.
103.25

4 A.P. 56
104.46 Ac.±

34
1.46 Ac.

33
289.55 Ac.±

Parcel B'
28
229.87 Ac.±

36 A.P. 56
139.64 Ac.±

10

P.M. Bk. 4, Pg. 16 - James Marshall (2721)
M. & S. Bk. 12, Pg. 22 - Record of Survey for James Marshall

Assessor's Map Bk. 44 Pg. 04
County of Yolo, Calif.

(formerly a por. 16 - 04, 16 - 11)

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

13 / 14

W.O. 21307400N	10/17/12
W.O. 21700560D	1/21/09
W.O. 209168N	12/31/08

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ATTACHMENT B

Legal Descriptions for Bogle Warren Trust Williamson Act Contract (APNs: 044-040-018, 044-040-020, and 044-040-021)

All that real property situate in the County of Yolo, State of California, further described as follows:

PARCEL ONE:

BEGINNING at a point located North 40 chains; thence East 40 chains; thence South 1.60 chains; thence East 24.88 chains; thence South 35 deg. 00' West 2.41 chains; thence South 8 deg. 20' West 8.0 chains from the Southwest corner of Section 7, in Township 7 North, Range 4 East. M.D.B.&M., and running thence from said point of beginning South 55 deg. 45' East 8.00 chains; thence South 84 deg. 40' East 11.05 chains; thence South 14.00 chains; thence East 7.00 chains; thence North 71 deg. 30' East 6.33 chains; thence South 73 deg. 15' East 10.44 chains; thence South 59 deg. 00' East 5.83 chains; thence South 32 deg. 30' East 7.81 chains; thence West 57.47 chains thence up and along the centerline of Babel Slough the following courses and distances; thence 25 deg. 47' East 2.33 chains; thence North 14 deg. 41' East 2.28 chains; thence North 4 deg. 16' West 2.56 chains; thence North 18 deg. 44' West 66 chains; thence North 2 deg. 18' West 3.89 chains; thence North 33 deg. 24' West 3.26 chains; thence North 17 deg. 36' West 3.84 chains; thence North 19 deg. 20' East 1.35 chains; thence North 53 deg. 35' East 6.50 chains; thence North 31 deg. 30' East 2.36 chains; thence North 8 deg. 05' East 3.92 chains; thence North 39 deg. 43' East 1.87 chains; thence North 57 deg. East 1.82 chains to the place of beginning.

EXCEPTING THEREFROM THE FOLLOWING described property:

(a) All that real property situate in the County of Yolo, State of California, and being a portion of Swamp Land Survey No. 277, Yolo County Surveys, and being more fully described as follows:

COMMENCING at a point on the Westerly Boundary line of S.L.S. No. 277, that is distant the following three (3) courses from the Northeasterly corner of that certain Parcel Map, filed in the office of the Yolo County Recorder, in Parcel Map Book 4 at page 16, Official Records of Yolo County. (1) South 35 deg. 00' 00", West, 159.10 feet, (2) South .08 deg. 20' 00" West, 528.00 feet to a point herein after referred to as point "A", (3) South 55 deg. 45' 00" West 103.59 feet, along an existing property line as described in Book 395 at page 86, Official Records of Yolo County, to the centerline of an existing irrigation ditch, of variable width (15 to 20 feet); thence continuing along said property line, South 55 deg. 45' 00" East 424.41 feet; thence South 84 deg. 45' 00" East 729.30 feet; thence South 199.12 feet, to the centerline of said irrigation ditch; thence up and along said centerline, the following (9) courses: (1) North 20 deg. 37' 18" West 116.18 feet, (2) along a curve to the left, said curve having a radius of 99.91 feet, a central angle of 61 deg. 07' 56" a length of 106.60 feet, and a chord bearing of North 51 deg. 01' 31" West 101.62 feet, (3) North 81 deg. 35' 29" West 307.98 feet, (4) along a curve to the left, said curve having a radius of 212.77 feet, a central angle of 18 deg. 47' 29", a length of 69.78 feet, and a chord bearing South 89 deg. 00' 47" West, 69.47 feet, (5) South 79 deg. 37' 02" West 154.29 feet, (6) along a curve to the right, said curve having a radius of 108.63 feet, a central angle of 48 deg. 07' 04" a length of 91.23 feet, and a chord bearing North 76 deg. 19' 26" West 88.57 feet, (7) North 52 deg. 15' 54" West 166.54 feet, (8) North 53 deg. 39' 36" West 167.10 feet, (9) North 39 deg. 57' 15" West 122.81 feet to the point of beginning.

Also described as exhibit "C" of that certain boundary line agreement and deed dated April 12, 1983 by and between Richard C. Dwyer, Peter G. Dwyer, Sr., and Frances H. Dwyer, his wife, Peter G. Dwyer, Jr., and Corrinne J. Dwyer, his wife, William P. Dwyer, Jr., and Amy Louise Dwyer, his wife, and James M. Marshall and Yvonne Y. Marshall, his wife, Warren V. Bogle and Frances C. Bogle, his wife, and Roy Holliday Elliott, Jr., Elizabeth Elliott, and Linda Christine Elliott, recorded on May 2, 1985 in Book 1701 of Official Records page 433, and recorded concurrently with a Record of Survey filed May 2, 1985 in Book 12 Maps and Surveys page 22 of Yolo County.

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(96.26 Acres)*

(b) All that real property situate in the County of Yolo, State of California and being a portion of Swamp Land Survey No. 277, Yolo County Surveys, and being more fully described as follows:

COMMENCING at the before mentioned point "A"; thence South 55 deg. 45' 00" East 528.00 feet; thence South 84 deg. 45' 00" East 729.30 feet; thence South 924.00 feet; thence East 147.09 feet to a point on the centerline of said variable width irrigation ditch, said point being the point of beginning, of this description; thence from said Point of Beginning, along said centerline, the following (4) courses; (1) along a curve to the left, said curve having a radius of 293.00 feet, a central angle of 01 deg. 46' 44", a length of 9.10 feet and a chord bearing South 62 deg. 30' 14" East 9.10 feet, (2) South 63 deg. 23' 36" East 102.69 feet, (3) along a curve to the left, said curve having a radius of 108.38 feet a central angle of 41 deg. 38' 52" a length of 78.78 feet, and a chord bearing South 84 deg. 13' 02" East 77.06 feet, (4) North 67 deg. 16' 54" East 150.01 feet to a point intersecting the property line as described in Book 395, at page 86, and Book 1129, at page 643, Official Records of Yolo County; thence along said property line, West 314.91 feet more or less to the point of beginning.

Also described as exhibit "D" of that certain boundary line agreement and deed dated April 12, 1983, by and between Richard C. Dwyer, Peter G. Dwyer, Sr., and Frances H. Dwyer, his wife, Peter G. Dwyer, Jr., and Corrinne J. Dwyer, his wife, William P. Dwyer, Jr., and Amy Louise Dwyer, his wife, and James M. Marshall and Yvonne Y. Marshall, his wife, and Warren V. Bogle and Frances C. Bogle, his wife, Roy Holiday Elliott, Jr., Elizabeth Elliott, and Linda Christine Elliott, recorded on May 2, 1985 in Book 1701 of Official Records, page 433 and recorded concurrently with a Record of Survey filed May 2, 1985 in Book 12 of Maps and Surveys page 22 of Yolo County.

(c) All that real property situate in the County of Yolo, State of California, and being a portion of Swamp Land Survey No. 277, Yolo County Survey, and being more fully described as follows:

COMMENCING at the aforementioned point "A" thence South 55 deg. 45' 00" East 528.00 7 feet thence South 84 deg. 45' 00" East 729.30 feet; thence South 924.00 feet; thence East 462.00 feet; thence North 71 deg. 30' 00" East 417.78 feet thence South 73 deg. 15' 00" East 129.38 feet to the centerline of said irrigation ditch, said point being the point of beginning of this description; thence continuing along said line South 73 deg. 15' 00" East 354.78 feet to the centerline of said ditch; thence along said centerline the following (3) courses; (1) North 52 deg. 48' 25" West 60.67 feet, (2) along a curve to the left, said curve having a radius of 231.96 feet, a central angle of 30 deg. 47' 56" a length of 124.69 feet, and a chord bearing North 68 deg. 12' 23" West 123.19 feet (3) North 83 deg. 36' 21" West 178.11 feet to the point of beginning.

Also described as exhibit "E" of that certain boundary line agreement and deed dated April 12, 1983, by and between Richard C. Dwyer, Peter G. Dwyer, Sr., and Frances H. Dwyer, his wife, Peter G. Dwyer, Jr., and Corrinne J. Dwyer, his wife, William P. Dwyer, Jr., and Amy Louise Dwyer, his wife, and James M. Marshall and Yvonne Y. Marshall, his wife, and Warren V. Bogle and Frances C. Bogle, his wife and Roy Holliday Elliott, Jr., Elizabeth Elliott, and Linda Christine Elliott, recorded on May 2, 1985 in Book 1701 of Official Records page 433, and recorded concurrently with a Record of Survey filed May 2, 1985 in Book 12 Maps and surveys page 22 of Yolo County.

(d) All that real property situate in the County of Yolo, State of California, and being a portion of Swamp Land Survey No. 277, Yolo County Surveys, and being more fully described as follows:

COMMENCING at the aforementioned point "A" thence South 55 deg. 45' 00" East 528.00 feet, thence South 84 deg. 45' 00" East 729.30 feet thence South 924 feet; thence East 462.00 feet, to the point of intersection of two (2) irrigation ditches, which run Northeasterly, Southwesterly and Northerly; said point of intersection being the Southeasterly corner of that certain 104 acre parcel of land as described in Book 395 at page 86, Official Records of Yolo County, and further being the point of beginning of the description; thence from said point of beginning, along the property line of that certain parcel described in Book 1101 at page 435

Official Records of Yolo County North 71 deg. 30' 00" East 417.78 feet; thence South 73 deg. 15' 00" East 129.38 feet to the intersection of said property line and the centerline of said irrigation ditch; thence along said irrigation ditch the following (4) courses, (1) North 83 deg. 36' 21" West 41.19 feet, (2) along a curve to the left, said curve having a radius of 384.12 feet, a central angle of 28 deg. 12' 35" a length of 189.12 feet, and a chord bearing South 82 deg. 17' 22" West 187.22 feet, (3) South 68 deg. 11' 04" West 135.05 feet, (4) South 81 deg. 41' 42" West 170.03 feet to the point of beginning.

Also described as exhibit "G" of that certain boundary line agreement and deed dated April 12, 1983 by and between Richard C. Dwyer, Peter G. Dwyer, Sr., and Frances H. Dwyer, his wife, Peter G. Dwyer, Jr., and Corrinne J. Dwyer, his wife, William P. Dwyer, Jr., and Amy Louise Dwyer, his wife, and James M. Marshall and Yvonne Y. Marshall, his wife, and Warren V. Bogle and Frances C. Bogle, his wife, and Roy Holliday Elliott, Jr., Elizabeth Elliott, and Linda Christine Elliott, recorded on May 2, 1985 in Book 1701 of Official Records page 433, and recorded concurrently with a Record of Survey filed May 2, 1985 in Book 12 Maps and surveys page 22 of Yolo County.

(e) All that real property situate in the County of Yolo, State of California, and being a portion of Swamp Land Survey No. 277, Yolo County Surveys, and being more fully described as follows:

COMMENCING at the aforementioned point "A" thence along the existing property line the following (6) courses; (1) South 55 deg. 45' 00" East 528.00 feet, (2) South 84 deg. 45' 00" East 729.30 feet, (3) South 924.00 feet, (4) East 462.00 feet, (5) North 71 deg. 30' 00" East 417.78 feet, (6) South 73 deg. 15' 00" East 484.16 feet to the centerline of an irrigation ditch, said point being the point of beginning of the description; thence continuing along said property line, South 73 deg. 15' 00" East 204.88 feet; thence South 59 deg. 00' 00" East 384.78 feet; thence South 32 deg. 30' 00" East 515.46 feet more or less, to the Southeast corner of Swamp Land Survey No. 351, thence along the Northly line of said S.L.S. North 89 deg. 18' West 300.48 feet to the centerline of said irrigation ditch; thence along said centerline, the following (7) courses, (1) along a curve to the left, said curve having a radius of 100.00 feet, a central angle of 15 deg. 19' 48", a length of 26.76 feet, and a chord bearing North 10 deg. 04' 33" East 26.68 feet, (2) North 02 deg. 24' 39" East 150.53 feet, (3) along a curve to the left, said curve having a radius of 170.00 feet, a central angle of 25 deg. 08' 42" a length of 74.61 feet and a chord bearing North 10 deg. 09' 42" West 74.01 feet, (4) North 22 deg. 43' 57" West 87.92 feet, (5) along a curve to the left said curve having a radius of 334.01 feet, a central angle of 40 deg. 02' 13", a length of 233.40 feet, and a chord bearing North 42 deg. 45' 03" West 228.68 feet, (6) North 62 deg. 46' 10" West 197.33 feet, (7) North 52 deg. 48' 25" 170.40 feet to the point of beginning of this description.

Also described as exhibit "H" of that certain boundary line agreement and deed dated April 12, 1983, by and between Richard C. Dwyer, Peter G. Dwyer, Sr., and Frances H. Dwyer, his wife, Peter G. Dwyer, Jr., and Corrinne J. Dwyer, his wife, William P. Dwyer, Jr., and Amy Louise Dwyer, his wife, and James M. Marshall and Yvonne Y. Marshall his wife, and Warren V. Bogle and Frances C. Bogle, his wife, and Roy Holliday Elliott, Jr., Elizabeth Elliott, and Linda Christine Elliott recorded on May 2, 1985 in Book 1701 of Official Record, page 433, and recorded concurrently with a Record of Survey filed May 2, 1985 in Book 12 of Maps and Surveys, page 22 of Yolo County.

PARCEL TWO:

All that real property situate in the County of Yolo, State of California, and being a portion of Swamp Land Survey No. 277, Yolo County Surveys, and being more fully described as follows:

COMMENCING at a point on the Westerly line of Swamp Land Survey No. 277, said point being the Northeasterly corner of Parcel (A) of that certain Parcel Map, filed in Parcel Map Book 4 at page 16, Official Records of Yolo County, and further being a point in Babel Slough; thence Southerly along said slough South 35 deg. 00' 00" West 159.10 feet; thence South 08 deg. 20' 00" West 528.00 feet, more or less to a 1 1/2 inch iron pipe marking the line common to those certain parcels described in Book 395 at page 86 and Book 1129 at page 643, and hereinafter referred to as Point "A", and being the true point of beginning of this description; thence along the property line

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(96.26 Acres)*

common to Elliott and Bogle as said line is described in Book 395, at page 86 and Book 1129 at page 643 Official Records of Yolo County, South 55 deg. 45' 00" East 528.00 feet; thence South 84 deg. 45' 00" East 729.30 feet; thence South, 199.12 feet to the centerline of the previously mentioned irrigation ditch, said point being the point of beginning of this description; thence continuing along said property line, South 724.88 feet; thence East, 147.09 feet to the centerline of said irrigation ditch; thence Northly along said centerline, the following (6) courses. (1) along a curve to the right, said curve having a radius of 293.00 feet, a central angle of 14 deg. 25' 52", a length of 73.80 feet, and a chord bearing North 54 deg. 23' 56" West 73.60 feet, (2) continuing along a curve to the right, said curve having a radius of 119.25 feet, a central angle of 63 deg. 57' 10", a length of 133.11 feet, and a chord bearing North 15 deg. 12' 25" West 126.30 feet, (3) North 16 deg. 46' 10" East 78.23 feet, (4) along a curve to the left, said curve having a radius of 377.97 feet a central angle of 12 deg. 41' 48", a length of 83.76 feet, and a chord bearing of North 10 deg. 25' 16" East 83.59 feet, (5) along a curve to the left, said curve having a radius of 1061.77 feet, a central angle of 13 deg. 31' 56", a length of 250.77 feet, and a chord bearing North 02 deg. 41' 36" West 250.19 feet, (6) North 27 deg. 36' 11" West 172.78 feet to the point of beginning of this description.

Also described as exhibit "A" of that certain boundary line agreement and deed dated April 12, 1983, by and between Richard C. Dwyer, Peter G. Dwyer, Sr., and Frances H. Dwyer, his wife, Peter G. Dwyer, Jr., and Corrinne J. Dwyer, his wife, William P. Dwyer, Jr., and Amy Louise Dwyer, his wife, and James M. Marshall and Yvonne Y. Marshall, his wife, and Warren V. Bogle and Frances C. Bogle, his wife, and Roy Holliday Elliott, Jr., Elizabeth Elliott, and Linda Christine Elliott recorded on May 2, 1985 in Book 1701 of Official Records, page 433 and recorded concurrently with a Record of Survey filed May 2, 1985 in Book 12 of Maps and Surveys, page 22 of Yolo County.