

<p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p> <p>County of Yolo Division of Integrated Waste Management Yolo County Central Landfill 44090 County Road 28H Woodland CA 95776 Attn: Marissa Juhler, Director</p>	
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SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording Fees Pursuant to Gov. Code § 27383

APNs: 042-100-013, 042-100-015, 042-100-016

2023 AMENDMENT OF EASEMENT AGREEMENT

This 2023 Amendment of Easement Agreement (“2023 Amendment”), dated and effective as of the 15th day of September, 2023, is by and among James Fitzgerald Kelly, as his sole and separate property, as to an undivided one-half interest, and T. Ross Kelly, Trustee of the T. Ross Kelly Revocable Trust dated June 19, 2012, as to an undivided one-half interest (collectively, “Grantor”) and the County of Yolo, a political subdivision of the State of California (“County” of “Grantee”).

RECITALS

WHEREAS, effective as of September 15, 1992, the Grantors granted to the County’s predecessors in interest an easement for, among other things, the construction, maintenance and operation of a substation and overhead electric power lines, which was recorded on October 8, 1992 as instrument 1992-0032865, Book 2405, Page 723 in the Official Records (“Easement”); and

WHEREAS, the Easement was previously amended by an “Amendment of Easement” agreement dated March 5, 1999 between Grantor and MM Yolo Power, LLC, which amended sections 7 and 11 of the Easement regarding the compensation to be paid to Grantor and certificate of deposit, as set forth in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, in 2016, the County acquired substantially all of MM Yolo Power, LLC’s gas production assets, including without limitation, all rights in, to and under the Easement and County has continued to pay the compensation owed to Grantor pursuant to the Easement as amended and Grantor has accepted the compensation; and

WHEREAS, the Easement has a current term of 31 years, which expires on or about September 15, 2023 and the County and Grantor desire to extend the term of the Easement pending the County’s acquisition of a permanent easement from Grantor, which negotiations are on-going.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, Grantor and County agree as follows:

1. The 31-year term in Section 13 of the Easement shall be extended to December 31, 2024.

2. The parties agrees that County shall make the annual payment for calendar year 2023 pursuant to the Easement no later than November 30, 2023 and that it shall make the annual payment for calendar year 2024 no later than November 30, 2024.
3. Except as expressly amended or modified herein, the remaining terms, conditions and provisions of the Easement shall remain in full force and effect without change.
4. Each party represents and warrants that this Amendment has been duly authorized by all necessary action of such party and upon the execution and delivery hereof, shall constitute such parties valid, binding and legal enforceable obligation.
5. This 2023 Amendment may be executed in one or more counterparts, which counterparts, taken collectively, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this 2023 Amendment as of the day and year first written above.

COUNTY:

County of Yolo

By: _____
Marissa Juhler, Director
Division of Integrated Waste Management

Attest:
Julie Dachtler, Senior Deputy

(Seal)

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

By: Kimberly E. Hood
Kimberly E. Hood, Asst. County Counsel

GRANTOR:

James Fitzgerald Kelly, as his sole and separate property, as to an undivided one-half interest; and T. Ross Kelly, Trustee of the T. Ross Kelly Revocable Trust dated June 19, 2012, as to an undivided one-half interest

By: _____
James Fitzgerald Kelly

By: _____
T. Ross Kelly, 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 _____, before me, _____, a Notary Public,

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 _____