

AGREEMENT NO. 2023-____

CALIFORNIA LAND CONSERVATION AGREEMENT

THIS AGREEMENT (“Agreement”), which repeals and replaces Contract No. 70-202, 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 Dwyer Revocable Trust (“Owner”).

RECITALS

WHEREAS, Owner is the legal Owner of a property consisting of ±1,055-acres of real property, currently identified as Assessor’s Parcel Numbers (APNs): 044-040-017, 044-040-024, 044-040-025, 044-040-036, 044-090-002, 044-090-017, 044-090-018, 044-090-019, 044-120-007, 044-120-009, 044-120-021, and 044-120-022 (“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 056, and portions of the Subject Property are subject to Land Use Agreement No. 70-202; and

WHEREAS, the Owner requests to enroll approximately 74.71 acres (APNs: 044-120-021 and 044-120-022) not previously under the Williamson Act such that the entirety of the Subject Property will be enrolled in the Williamson Act; 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 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 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:

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AGREEMENT

1. Agreement No. 70-202 is hereby repealed and replaced by this 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 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 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 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 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 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 upon such termination.
8. Owner, 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 represents that he/she/it/they is/are the sole legal Owner of the Subject Property and all necessary persons have executed this Agreement.

10. As part of this Agreement, Owner 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. 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 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.

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 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

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
Dwyer Revocable Trust



By: Peter G. Dwyer, Trustee



By: Corrinne Dwyer, 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,

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)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Sacramento

On November 6, 2023 before me, Christy Andrei-Moore Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Corrinne J. Dwyer and
Name(s) of Signer(s)
Peter G Dwyer JR.

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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Calif. Land conservation Agreement # 2023
Document Date: 11-6-2023 Number of Pages: 1
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

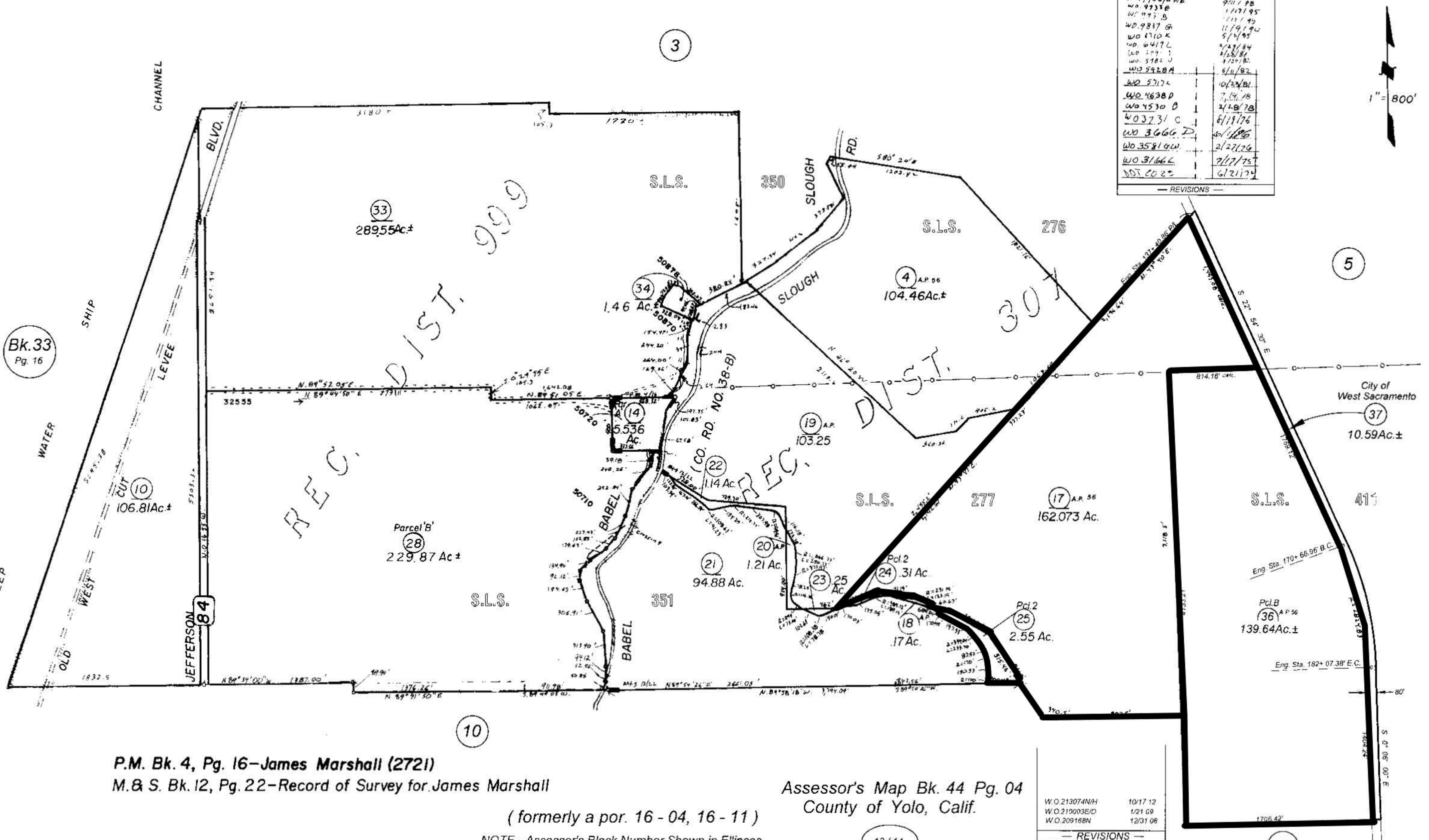
ATTACHMENT A

POR. SEC. 24, R. 3 E., & POR. SEC. 7, 8, 9, 17, 18 R. 4 E., T. 7 N. M. D. B. & M.

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

All in 3 Mile Line. Secs.

44-04



Bk. 33
Pg. 16

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.

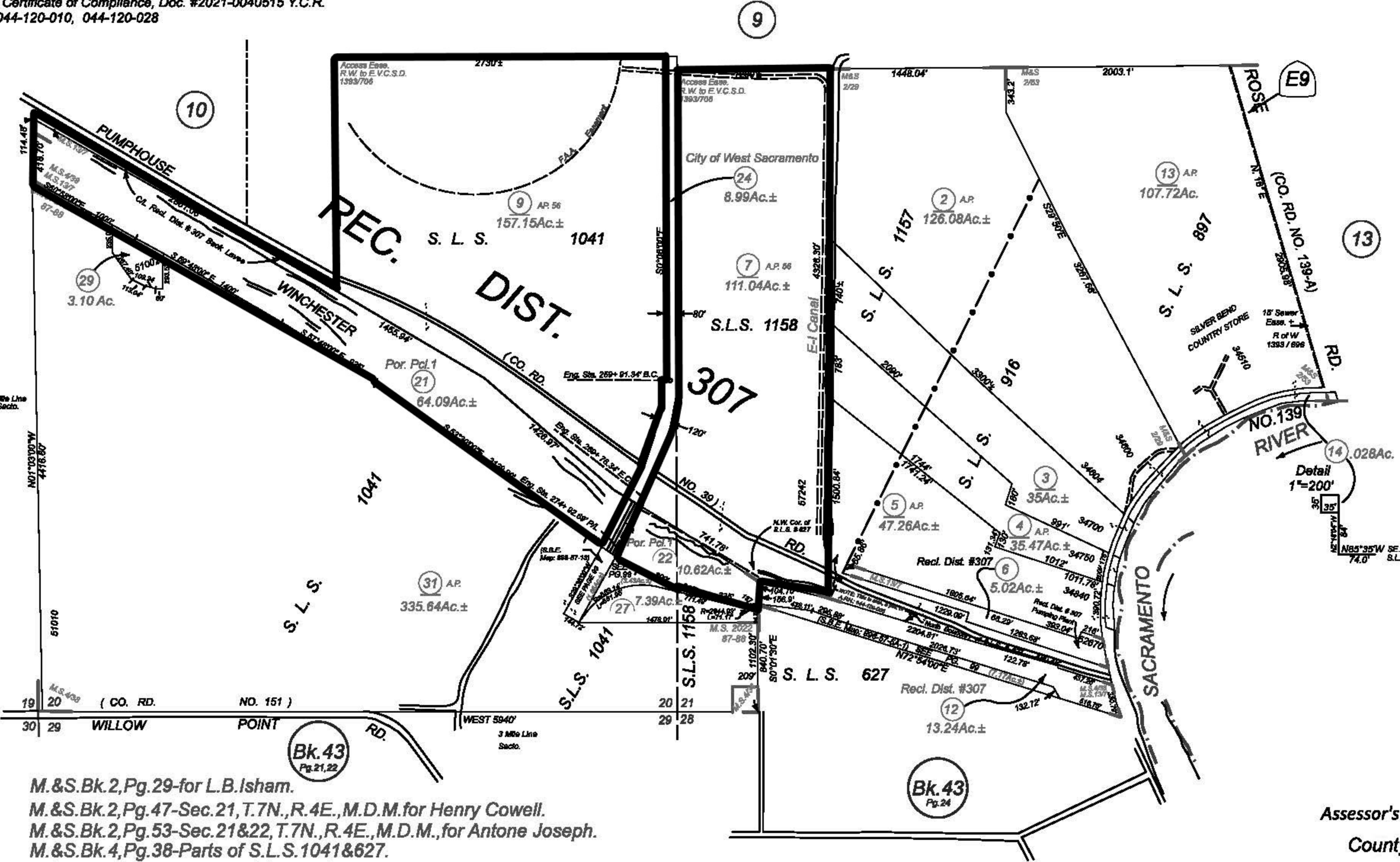
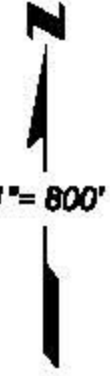
(formerly a por. 16 - 04, 16 - 11)
NOTE - Assessor's Block Number Shown in Ellipses.
Assessor's Parcel Number Shown in Circles.

W.O. 213074N/H	10/17/12
W.O. 219003E/D	1/21/09
W.O. 209188N	12/31/08

13 / 14

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NOTE: Certificate of Compliance, Doc. #2021-0040515 Y.C.R.
APNs 044-120-010, 044-120-028



Parcel No.	Date
WO 223085	10/14/22
WO 222080	10/27/21
WO 222056	08/10/21
WO 213074NH	10/17/12
WO 213001N	08/04/12
WO 208133N	11/18/08
WO 205194G	8/31/04
WO 8410L	11/18/82
WO 7317H	11/20/87
WO 7261L	7/17/87
WO 7182L	2/10/87
WO 8894A	1/27/86
WO 8882D	6/11/82
WO 8828A	4/11/82
WO 5132D	10/22/74
WO 4508L	2/28/77
WO 41287L	2/28/77
WO 3168L	7/7/75
DDT 2730	1/20/75
DDT 2420	1/6/75
DDT 2417	1/8/75
DDT 2385	1/8/75

- REVISIONS -

M.&S.Bk.2,Pg.29-for L.B.Isham.
M.&S.Bk.2,Pg.47-Sec.21,T.7N.,R.4E.,M.D.M.for Henry Cowell.
M.&S.Bk.2,Pg.53-Sec.21&22,T.7N.,R.4E.,M.D.M.,for Antone Joseph.
M.&S.Bk.4,Pg.38-Parts of S.L.S.1041&627.
M.S.Bk.13, Pg.7- Record of Survey for Reclamation Dist. # 307.
M.S.Bk. 2022, Pg.87-88 - Record of Survey for Bogle Vineyards

(formerly all 16 -12 & 16 - 13)

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

Assessor's Map Bk. 44, Pg. 12
County of Yolo, Calif

ATTACHMENT B

Legal Descriptions for Dwyer Revocable Trust Williamson Act Contract

(APNs: 044-040-017, 044-040-024, 044-040-025, 044-040-036, 044-090-002, 044-090-017, 044-090-018, 044-090-019, 044-120-007, 044-120-009, 044-120-021, and 044-120-022)

(APNs: 044-040-017-000, 044-090-002-000, 044-090-018-000, 044-090-019-000, 044-120-007-000, 044-120-009-000)

Those parts of Swamp Land Surveys Nos. 1158, 1041, 337, 1106, 277, 333, 411 and 1079 of Yolo County Records described as follows:

Beginning at the Northeast corner of Swamp Land Survey No. 1158 said point if located on the South line of projected Section 16, Township 7 North, Range 4 East, Mount Diablo Base and Meridian and on the intersection of the center line of Reclamation District No. 307 main drainage canal with an East and West drainage canal known as E-I from which point the projected Section corner common to Sections 15, 16, 21 and 22, Township 7 North, Range 4 East, Mount Diablo Base and Meridian, bears North 89° 12' East 40701.79 feet, and running from said point of beginning along the center line of said Reclamation District No. 307 main canal, and along the East line of said Swamp Land Survey No. 1158, South 0° 32' 50" West 4326.30 feet to a point on the North line of Reclamation District No. 307 borrow pit, known as Winchester Lake, thence North 56° 36' West 3678.84 feet; thence North 59° 38' West 1028.28 feet to a point on the boundary line common to the Lands now or formerly owned by Lawrence Jacinto, et ux., on the West, and the Lands of Dwyer & Cowell on the East; thence along said boundary line North, 5433.55 feet to the Northeast corner of said Jacinto Lands; thence along the North line of said Jacinto Lands, South 89° 15' 10" West 811.07 feet to a point on the fence line marking the boundary line common to the Lands of Jacinto and the Lands now or formerly owned by Mabel Olson and Grace L. Cave to the West, and the Lands of Dwyer & Cowell to the East; thence along said fence line, North 0° 09' 10" East 1586.35 feet to its intersection with a fence line running West, marking the South line of Swamp Land Survey No. 351; thence along the South line of said Swamp Land Survey No. 351, South 89° 45' East 277.20 feet to the Southeast corner of said Swamp Land Survey No. 351; thence along the line common to Swamp Land Surveys Nos. 351 and 277, North 32° 30' West 515.46 feet; thence North 59° 00' West 384.78 feet; thence South 73° 15' West 680.54 feet; thence South 71° 30' West 417.78 feet to a point on the center line of a drainage canal, and to the division line common to the Lands now or formerly owned by Lizzie H. Glide to the

Northwest and the Lands of Dwyer & Cowell to the Southeast; thence along the center line of said drainage canal and along said division line, North 43° 47' East 2142.61 feet, and North 46° 18' 40" East 377.23 feet, and North 43° 40' East 2196.64 feet to the Westerly right of way line of the Sacramento Northern Railway, as the same was conveyed by a Deed dated July 30, 1928, and recorded October 22, 1928 in Book 118 of Deeds at Page 135, by William P. Dwyer, et al., to the Sacramento Northern Railway, a corporation; thence along said Westerly right of way line, South 22° 36' 30" East according to the Meridian of this Survey or South 22° 54' 30" East according to the Meridian of the Sacramento Northern Railway's Survey, a distance of 3308.52 feet; thence on a curve to the right on an arc of 2824.83 feet radius, said arc being subtended by a chord bearing South 15° 46' 15" East 672.69 feet, to a point on the Westerly Projection of the center line of a farm road extending Easterly from Argenta Station, thence along the center line of said farm road, North 84° 10' 50" East 1070.53 feet, from which point the projected section corner, common to Sections 9, 10, 15 and 16, Township 7 North, Range 4 East, bears South 467.64 feet, and East 4334.21 feet; thence South 467.64 feet, to the South line of said sections, and to the South line of Swamp Land Survey No. 411, and continuing South, through Swamp Land Surveys Nos. 1079 and 1041, a distance of 5295.15 feet, making 5762.79 feet in all to the South line of said projected Section 16, and to the North line of said Swamp Land Survey No. 1158; thence along the North line of said Swamp Land Survey No. 1158, and along the South line or said projected Section 16, North 89° 12' East 297.64 feet to the point of beginning.

Also described as Parcel 4 on that certain Certificate of Compliance recorded November 4, 2008, Instrument No. 2008-0033113, Official Records.

Excepting therefrom the following parcels:

Parcel A:

That portion thereof described in the Deed from William P. Dwyer, et al., to the Sacramento Northern Railway, a corporation, dated July 30, 1928, and recorded October 22, 1928 in Book 118 of Deeds at Page 135, described as follows:

A strip of land 80 feet wide and a strip of land 120 feet wide lying over along and each side of the center line of the Sacramento Northern Railway, over and across the portion of Swamp Land Surveys Nos 411, 337 and 1041 in Reclamation District No. 307, the said 80 foot strip of land lying 40 feet on each side of the center line of said Sacramento Northern Railway and the said 120 foot strip of land lying 80 feet on the Westerly side of said center line, and 40

feet on the Easterly side of said center line, the center line of which is described as follows:

Beginning at a point on the center line of said Sacramento Northern Railway where the same is intersected by the center line of a farm road running Easterly from Argenta Station, from which point the Projected Section corner common to Sections 9-10-15 and 16, bears North 84° 10' 50" East 1030.53 feet and South 467.64 feet and East 4334.21 feet and running from said point of beginning along said center line, on a curve to the right on an arc of 2864.83 feet radius, said arc being subtended by a chord bearing South 4° 22' East 452.36 feet; thence South 0° 12' West 7783.96 feet to the end of the 80 foot strip; thence on a curve to the right on an arc of 1909.92 feet radius, said arc being subtended by a chord bearing South 12° 06' 10" West 790.0 feet more or less to the Southerly boundary of the above described Tract..

Parcel B:

A strip of land for station reservation lying on the Easterly side of and adjacent to the Easterly right of way line of said Sacramento Northern Railway, described as follows:

Beginning at a point on the Easterly right of way line at engineers station 177+70 from which point the projected Section corner common to Sections 9-10-15 and 16 bears North 8° 50' West 19.59 feet, to the center line of a farm road extending Easterly from Argenta Station and North 84° 10' 50" East 990.47 feet, and South 467.64 feet, and East 4334.21 feet and running from said point of beginning South 89° 48' East, 182.88 feet; thence South 0° 12' West 998.42 feet; thence North 89° 48' West 150.0 feet to a point on the Easterly right of way line; thence along the Easterly right of way line North 0° 12' East, 562.62 feet; thence on a curve to the left on an arc of 2904.84 feet radius, said arc being subtended by chord bearing North 4° 09' West 437.0 feet to the place of beginning.

Parcel 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 Surveys, and being more fully described as follows:

Commencing at Point "A" as designated on that certain Boundary Line Agreement and Deed recorded May 2, 1985, Book 1701 Page 433, Official Records; thence South 55° 45' 00" East, 528.00 feet; thence South 84° 45' 00" East, 729.30 feet; thence South, 924.00 feet; thence East, 462.00 feet; thence North 71° 30' 00" East, 417.78 feet; thence South 73° 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° 35' 00" East, 354.78 feet to the

centerline of said ditch; thence along said centerline the following (3) courses; (1) North 52° 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° 47' 56", a length of 124.69 feet, and a chord bearing North 68° 12' 23" West, 123.19 feet. (3) North 83° 36' 21" West, 178.11 feet to the Point of Beginning.

Parcel D:

All that portion described as Parcel A and Parcel B on that certain Certificate of Compliance recorded January 21, 2009, Instrument No. 2009-0001606, Official Records.

(APN: 044-090-017-000)

That portion of real property situate in the unincorporated area of the County of Yolo, State of California, and being a portion of projected Section 17, Township 7 North, Range 4 East, Mount Diablo Base and Meridian, and being a portion of Parcel 3 as described in Document No. 2008-0033113-00, said County Records, being more particularly described as follows:

Beginning at the Northwest corner of Swamp Land Survey No. 337; said point also being the Northwest corner of said Parcel 3; thence, from said Point of Beginning, and along the North line of said Swamp Land Survey No. 337, North 90° 00' 00" East 907.50 feet to an angle point in said North line; thence, leaving said North line, South 00° 00' 00" West 1,014.71 feet; thence North 90° 00' 00" East 1,706.42 feet to a point on the Westerly line of that strip of land described in Book 118 of Deeds at Page 135, said County Records; thence, along said Westerly line, South 00° 12' 00" West 1,146.80 feet to a point on the South line of said Swamp Land Survey No. 337; thence, along said South line, North 90° 00' 00" West 2,609.92 feet to the Southwest corner of said Swamp Land Survey No. 337; thence, along the West line of said Swamp Land Survey No. 337, North 00° 00' 00" East 2,161.50 feet to the Point of Beginning.

Further described as Parcel A on that certain Certificate of Compliance Lot Line Adjustment recorded January 21, 2009, Instrument No. 2009-0001606, Official Records.

(APN: 044-040-036-000)

That portion of real property situate in the unincorporated area of the County of Yolo, State of California, and being portions of projected Sections 8 and 17, Township 7 North, Range 4 East, Mount Diablo Base and Meridian, and being portions of Parcels 2 and 3 as described in

Document No. 2008-0033113-00, said County Records, being more particularly described as follows:

Beginning at an angle point in the North line of Swamp Land Survey No. 337; said point also an angle point in the North line of said Parcel 3; said point also being distant North 90° 00' 00" East 907.50 feet from the Northwest corner of said Swamp Land Survey No. 337; thence, from said Point of Beginning, and leaving said North line of Swamp Land Survey No. 337, South 00° 00' 00" West 1,014.71 feet; thence North 90° 00' 00" East 1,706.42 feet to a point on the Westerly line of that strip of land described in Book 118 of Deeds at Page 135, said County Records; thence, along said Westerly line, North 00° 12' 00" East 1,217.00 feet to the beginning of a curve concave Westerly with a radius of 2,824.83 feet; thence, continuing along said Westerly line, through a central angle of 22° 48' 30" and an arc distance of 1,124.51 feet; thence, continuing along said Westerly line, North 22° 36' 30" West 1,769.12 feet to a point on the North line of Swamp Land Survey No. 411; said point also being on the North line of said Parcel 2; thence, along said North line, North 90° 00' 00" West 814.16 feet to the Northwest corner of said Swamp Land Survey No. 411; thence, along the West line of said Swamp Land Survey No. 411, South 00° 00' 00" East 2,640.00 feet to the Southwest corner of Swamp Land Survey No. 411; said point also being an angle point in the North line of said Swamp Land Survey No. 337; thence, along the North line of said Swamp Land Survey No. 337, South 00° 00' 00" East 478.50 feet to the Point of Beginning.

Further described as Parcel B on that certain Certificate of Compliance Lot Line Adjustment recorded January 21, 2009, Instrument No. 2009-0001606, Official Records.

(APN: 044-040-024-000)

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 Point "A" as designated on that certain Boundary Line Agreement and Deed recorded May 2, 1985, Book 1701 Page 433, Official Records; thence South 55° 45' 00" East, 528.00 feet; thence, South 84° 45' 00", East, 729.30 feet; thence South, 924.00 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 this

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° 30' 00" East, 417.78 feet; thence South 73° 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° 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° 12' 35", a length of 189.12 feet, and a chord bearing South 82° 17' 22" West, 187.22 feet. (3) South 68° 11' 04" West, 135.05 feet. (4) South 81° 41' 42" West, 170.03 feet to the Point of Beginning.

(APN: 044-040-025-000)

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 Point "A" as designated on that certain Boundary Line Agreement and Deed recorded May 2, 1985, Book 1701 Page 433, Official Records; thence along the existing property line the following (6) courses; (1) .South 55° 45' 00" East, 528.00 feet, (2) South.84° 45' 00" East, 729.30 feet. (3) South, 924.00 feet. (4) East, 462.00 feet. (5) North 71° 30' 00" East, 417.78 feet. (6) South 73° 15' 00" East, 484.16 feet to the centerline of an irrigation ditch, said point being the Point of Beginning of this description; thence continuing along said property line, South 73° 15' 00" East, 204.88 feet; thence South 59° 00' 00" West, 384.78 feet; thence South 32° 30' 00" East, 515.46 feet more or less, to the Southeast corner of Swamp Land Survey No. 351; thence along the northerly line of said S.L.S., North 89° 58' 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 of a radius of 100 feet, a central angle of 15° 19' 48", a length of 26.76 feet, and a chord bearing North 10° 04' 33" East, 26.68 feet. (2) North 02° 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° 08' 42", a length of 74.61 feet, and a chord bearing North 10° 09' 42" West., 74.01 feet, (4) North 22° 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° 02' 13", a length of 233.40 feet, and a chord bearing North 42° 43' 03' West, 228.68 feet. (6) North 62° 46' 10" West, 197.33 feet. (7) North. 52° 48' 25" West, 170.40 feet to the Point of Beginning of this description.

(APNs: 044-120-021-000, 044-120-022-000)

All that portion of Swamp Land Surveys 1041 and 1158 in projected Sections 20 and 21,

*Williamson Act Agreement between the County of Yolo and Dwyer Revocable Trust
Zone File No. ZF2022-0046
(1,055 Acres)*

Township 7 North, Range 4 East, M. D. B. & M., described as follows:

Beginning at a 3" iron pipe monument as shown on the Record of Survey filed in Book 4 of Maps & Surveys, at Page 38, from which the projected Section corner common to Sections 19, 20, 29 and 30, Township 7 North, Range 4 East, M. D. B. & M., bears S. 01° 03' E, 4416.6 feet; thence, from said Point of Beginning, N. 01° 03' W, 114.48 feet ; thence S. 60° 27' 00" E, 2861.00 feet: thence S. 59° 27' 00" E, 1455.94 feet; thence S. 49° 16' 00" E, 1426.97 feet; thence S. 58° 45' 00" E, 686.46 feet; thence S. 56° 35' 29" E, 741.78 feet; thence S. 00° 01' 30" E, 261.60 feet; thence N. 51° 17' 00" W. 137.40 feet; thence N. 82° 44' 00" W, 335.00 feet; thence N. 72° 00' 00" W, 325.00 feet; thence N. 64° 37' 00" W, 300.00 feet; thence N. 57° 31' 00" W, 500.00 feet; thence N. 53° 30' 00" W, 2129.90 feet; thence N. 57° 48' 00" W, 925.00 feet; thence N. 59° 48' 00" W, 1400.00 feet; thence N. 60° 58' 00" W, 1000.00 feet; thence N. 01° 03' 00" W, 418.70 feet to the Point of Beginning.

Being the same property designated as "Dwyer Property Per Book 76, Page 386" on the Record of Survey filed November 16, 1992, in Book 13 of Maps and Surveys, at Page 7.

Reserving therefrom all rights in and to all oil, gas, coal, geothermal resources and all other minerals in and under and that may be produced from the hereinabove described real property, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring the hereinabove described real property for oil, gas, coal, geothermal resources and all other minerals and removing the same therefrom.