

AGREEMENT NO. 2024-_____

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 (hereinafter “County”), and Scheuring Farm Partnership (hereinafter “Owners”) (collectively, “Parties”).

RECITALS

WHEREAS, Owners are the legal Owners of property consisting of 507.75± acres of real property, current APNs: 049-130-045, and 049-130-041 (“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-011, heretofore enlarged by resolution adopted with the approval of this Agreement; and

WHEREAS, Owners desire to enter into this Agreement; and

WHEREAS, by entering into this Agreement pursuant to the California Land Conservation Act (“Williamson Act”), both Owners 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 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 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, Owners 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

*Williamson Act Agreement between the County of Yolo
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Zone File No. 2024-031
(507.75 Acres—Contract Establishment)*

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. 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 Owners’ 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 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, Owners 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 51244(b) and Section 51244.3, 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 Owners 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. Owners agree 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

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(507.75 Acres—Contract Establishment)*

conveyances, subdivisions, or surveys. The Owners 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.

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 Owners upon such termination.

7. Owners, 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.

8. Owners represent that they are the sole legal Owners of the Subject Property and all necessary persons have executed this Agreement.

9. As part of this Agreement, Owners 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.

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 Owners. 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).

11. All notices to be given to the Owners in connection with this Agreement shall be given to Owners 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.

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(507.75 Acres—Contract Establishment)*

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. Owners waive 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

OWNERS:

Scheuring Farm Partnership

Supervisor Lucas Frerichs, Chair
Yolo County Board of Supervisors


By: David Scheuring, General Partner


By: Chris Scheuring, Limited Partner

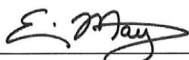

By: Rachel Scheuring, Limited Partner


By: Paul Scheuring, Limited Partner

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

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(507.75 Acres—Contract Establishment)*

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 18, 2024 before me,

V. Murillo, Notary Public.

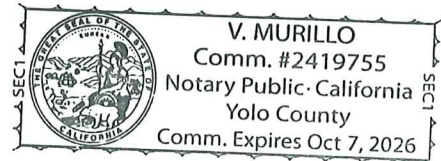
personally appeared David Scheuring who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)



*Williamson Act Agreement between the County of Yolo
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Zone File No. 2024-031
(507.75 Acres—Contract Establishment)*

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State of California
County of Yolo

On October 29, 2024 before me,

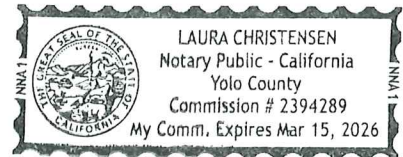
Laura Christensen, Notary Public

personally appeared Chris Scheuring 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 Laura (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 San Mateo

On October 21, 2024 before me,

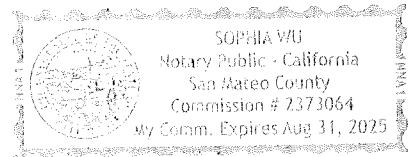
Sophia Wu Notary Public

personally appeared Rachel Scheuring 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 Sophia Wu (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 MARIN

On OCTOBER 28, 2024 before me,

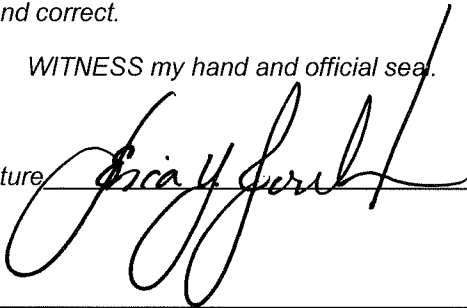
ERICA Y. JOUBERT, NOTARY PUBLIC

personally appeared PAUL SCHEURING 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/the~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

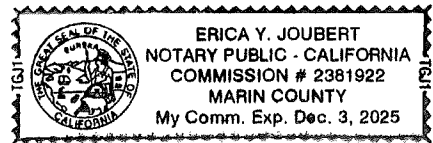
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Williamson Act Agreement between the County of Yolo
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(507.75 Acres—Contract Establishment)

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 _____

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

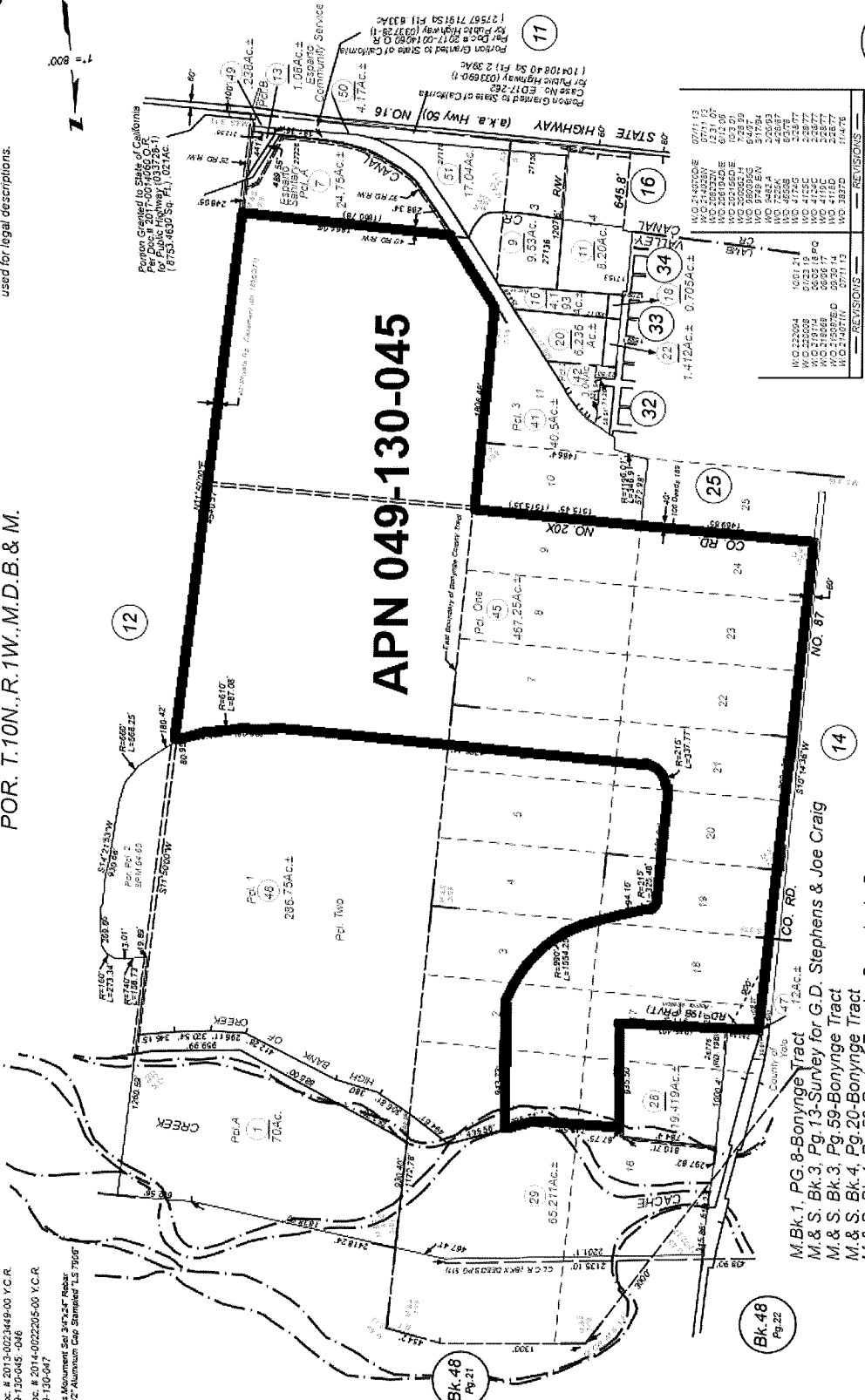
APN: 049-130-045

POR. RANCHO CANADA DE CAPAY
POR. T. 10N., R. 1W., M.D.B. & M.

049-13

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

Notes:
Doc. # 2013-0023449-00 Y.C.R.
APNs: 049-130-045 - 046
C.O.C. Doc. # 2014-0022205-00 Y.C.R.
APN: 049-130-047
Indicates Monument Set 3/4"x5/8" Rebar with 1-1/2" Aluminum Cap Stamped "LS 7910"



22/23

M. & S. Bk. 1, Pg. 8-Bonyonge Tract
M. & S. Bk. 3, Pg. 13-Survey for G.D. Stephens & Joe Craig
M. & S. Bk. 3, Pg. 59-Bonyonge Tract
M. & S. Bk. 4, Pg. 20-Bonyonge Tract
M. & S. Bk. 4, Pg. 52-Part of Rancho Canada de Capay
M. & S. Bk. 7, Pg. 19-Part of Bonyonge Tract
M. & S. Bk. 8, Pg. 91-Stephens Property
M. & S. Bk. 9, Pg. 5-T.J. Stephens Property
M. & S. Bk. 12, Pg. 32-Record of Survey for Syar Industries, Inc.

Assessor's Map Bk. 49, Pg. 13
County of Yolo, Calif.

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

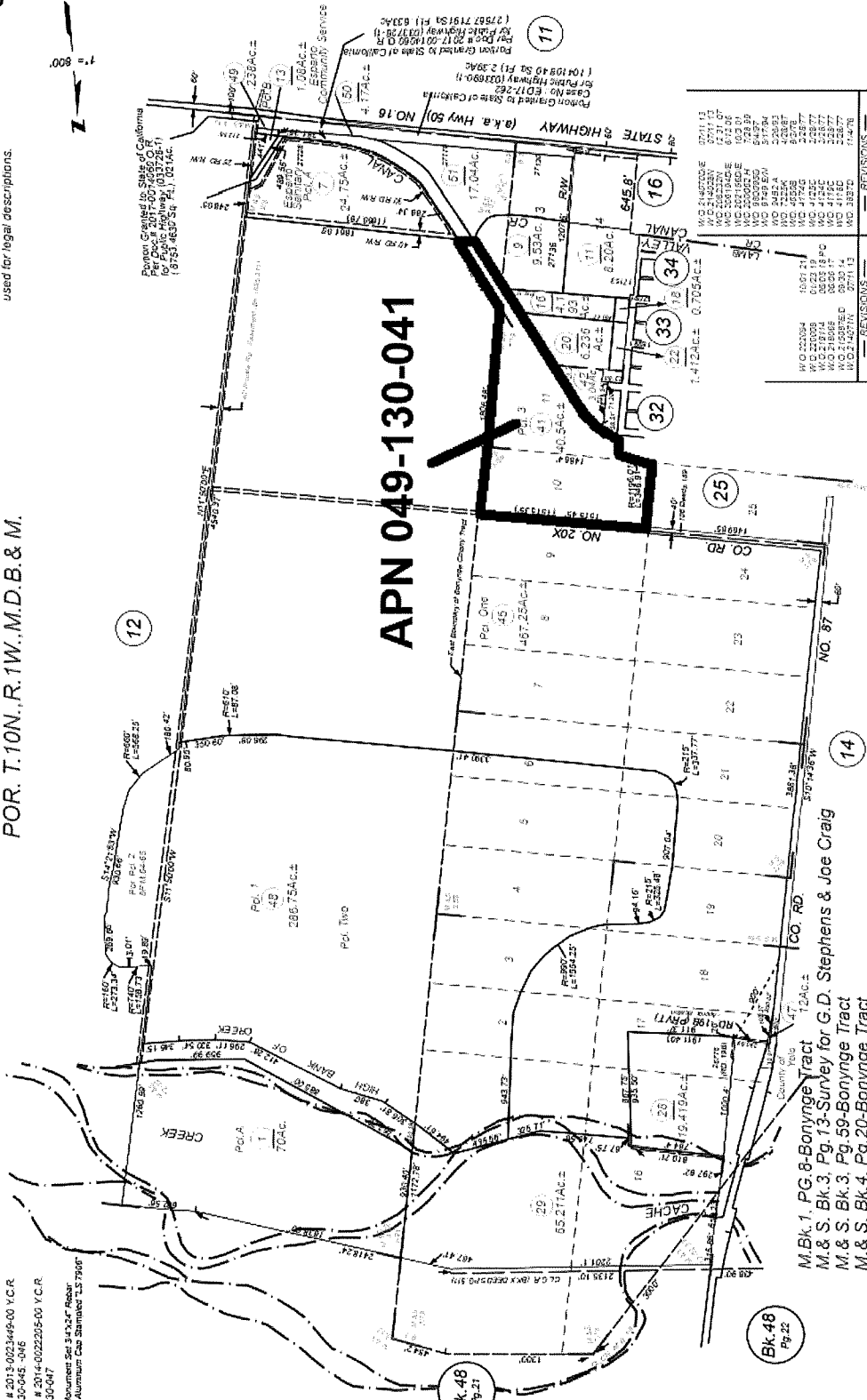
APN: 049-130-041

POR. RANCHO CANADA DE CAPAY
POR. T.10N., R.1W., M.D.B. & M.

049-13

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

NOTE:
C.O.C. Doc. # 2013-0023449-00 Y.C.R.
APNs: 049-130-045 - 046
C.O.C. Doc. # 2014-0022205-00 Y.C.R.
APN: 049-130-047
Indicates Monument Set 3'4.2" Radius
with 1/2" Aluminum Cap Stamped "S 7906"



APN 049-130-041

- M.Bk.1, Pg.8-Bonyonge Tract
- M. & S. Bk.3, Pg.13-Survey for G.D. Stephens & Joe Craig
- M. & S. Bk.3, Pg.59-Bonyonge Tract
- M. & S. Bk.4, Pg.20-Bonyonge Tract
- M. & S. Bk.4, Pg.52-Part of Rancho Canada de Capay
- M. & S. Bk.7, Pg.19-Part of Bonyonge Tract
- M. & S. Bk.8, Pg.91-Stephens Property
- M. & S. Bk.9, Pg.5-T.J. Stephens Property
- M. & S. Bk.12, Pg.32-Record of Survey for Syar Industries, Inc.

22 / 23

Assessor's Map Bk. 49, Pg. 13
County of Yolo, Calif

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

ATTACHMENT B

Legal Descriptions for Scheuring Williamson Act Contract (APN: 049-130-041)

Parcel One:

Being a portion of the Lands of Syar Industries, Inc.; consisting of a portion of Parcel 10, described in the Deed of Trust, recorded in Book 2626 at Page 188, Yolo County Records and all of the land in the Quitclaim Deed recorded as document 97-0013000, Yolo County Records, being within the Rancho Canada de Capay, County of Yolo, State of California, described as follows:

COMMENCING at an iron pipe monument marking the Northerly line of State Highway 16 and the common corner of Paul and T.J. Stephens, shown on the Record of Survey recorded in Book 8 of Maps & Surveys, at Page 91, Yolo County Records (basis of bearings), thence along the division line between said Paul and T.J. Stephens the following two courses: (1) North 10°10'48" East (South 10°10'48" East, per said last mentioned Record of Survey), 600.00 feet to an iron pipe monument; (2) North 11°50'00" East, 248.05 feet to the Northeast corner of Parcel A, shown on the Record of Survey recorded in Book 9 of Maps & Surveys, at Page 5, Yolo County Records; thence along the Northerly line of Parcel A, North 79°47'23" West, 1861.05 feet to an iron pipe and the point of beginning; thence continuing North 79°47'23" West, 127.53 feet to the Southwesterly right-of-way line of the property originally owned by the Vaca Valley and Clear Lake Railroad Company; thence Northwesterly along the said Southwesterly right-of-way line to the Easterly line of the parcel of land condemned by the Final Order of Condemnation, Case No. 36178, recorded in Book 1282, at Page 283, Yolo County Records, the following two courses: (1) North 28°8'50" West, 1572.04 feet; (2) along a curve to the left, having a delta of 31°17'25", with a radius of 1096.01 feet, and a length of 598.55 feet; thence on a non-tangential course along the said Easterly line of said Final Order of Condemnation, North 10°4'18" East, 106.14 feet to the Northerly right-of-way line of the said property originally owned by the railroad company; thence Westerly along the said Northerly right-of-way line on a non-tangential curve being concave Southerly, having a chord bearing of North 69°31'38" West, through a delta of 16°37'09" with a radius of 1196.01 feet and a length of 346.91 feet to the center line of Duncan Road, as shown as part of the Bonyng Tract, recorded in Book 1 of Maps, at Page 8, Yolo County Records; thence on a non-tangential course along the said center line of Duncan Road, North 10°13'13" East, 572.98 feet to the Southerly line of County Road 20X and the corner common to Lots 9, 10, 24 and 25, as shown on the Record of Survey recorded in Book 7 of Maps & Surveys, at Page 19, Yolo County Records, said corner being South 10°13'13" West, 20.00 feet from a spike marking the center line of said County Road 20X and shown on the last mentioned Record of Survey; thence South 79°46'01" East, 1515.35 feet to the Easterly line of the said Bonyng Tract; thence along the said Easterly line of the Bonyng Tract, South 10°13'11" West, 1806.48 feet to an iron pipe and the Northeasterly right-of-way line of the said property originally owned by the railroad company, thence along the said Northeasterly right-of-way line, South 28°08'50" East, 655.21 feet to the POINT OF BEGINNING.

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(507.75 Acres—Contract Establishment)*

ATTACHMENT B

Further described as Parcel 3 on that certain Certificate of Compliance Lot Line Adjustment recorded October 3, 2001, as Instrument No. 2001-0035755, Official Records.

EXCEPTING THEREFROM fifty percent (50%) of all oil, gas, minerals and other hydrocarbon substances situated in the property as conveyed by Deed to Sharon Evensen, Kenneth Goetze, Gayle Morris, Lawrence Goetze and Lyn Graham, recorded July 15, 1987, in Book 1874, Page 264, Official Records. (affects that portion formerly known as Assessor's Parcel No. 049-130-06)

ALSO EXCEPTING THEREFROM all minerals and mineral rights, interests, and royalties, including, without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the property, however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property in connection therewith as reserved in Deed from Southern Pacific Transportation Company, Delaware corporation, recorded June 4, 1997, as Instrument No. 97-0013000-00 of Official Records of Yolo County. (affects that portion formerly lying within the Vaca Valley and Clear Lake Railroad Company abandoned main tract Madison Esparto).

APN: 049-130-041-000

ATTACHMENT B

Legal Descriptions for Scheuring Williamson Act Contract (APN: 049-130-045)

Parcel Two:

Being a portion of the Lands of Esparto Farms, LLC, consisting of a portion of Parcels 7 and 8, of O. R. 2013-0005773-00, Yolo County Records, being within the Rancho Canada de Capay, County of Yolo, State of California, described as follows:

COMMENCING at an iron pipe monument marking the Northerly line of State Highway 16 and the common corner of Paul and T.J. Stephens, shown on the Record of Survey recorded in Book 8 of Maps & Surveys, at Page 91, Yolo County Records (basis of bearings), thence along the division line between said Paul and T.J. Stephens the following two courses, (1) North 10°10'48" East (South 10°10'48" East, per said last mentioned Record of Survey), 600.00 feet to an iron pipe monument; (2) North 11°50'0" East, 248.05 feet to the Northeast corner of Parcel A, shown on the Record of Survey recorded in Book 9 of Maps & Surveys, at Page 5, Yolo County Records and the Point of Beginning; thence continuing along said division line the following course, North 11°50'00" East, 4540.37 feet ; thence South 63°41'45" West, 80.95 feet; thence along the Southerly and Westerly toe of the existing berm the following 10 courses; (1) South 85°45'00" West, 350.60 feet; (2) along a curve to the right, having a Delta of 8°10'47", with a Radius of 610.00 feet and a Length of 87.08 feet; (3) thence North 86°04'13" West, 296.08 feet; (4) North 79°46'08" West, 3390.41 feet; (5) along a curve to the right, having a Delta of 90°0'51", with a Radius of 215.00 feet and a Length of 337.77 feet; (6) North 10°14'44" East, 907.04 feet; (7) along a curve to the right, having a Delta of 86°44'18", with a Radius of 215.00 feet and a Length of 325.48 feet; (8) South 83°00'59" East, 94.16 feet; (9) along a curve to the left, having a Delta of 89°57'05", with a Radius of 990.00 feet and a Length of 1554.25 feet; (10) North 7°01'57" East, 943.73 feet to the Southerly line of Parcel 8 as described in the Deed of Trust, recorded in Book 2626 at Page 118 , Yolo County Records; thence along the Southerly lines of said last mentioned Parcel 8 the following 2 courses; (1) South 78°45'40" West, 325.71 feet; (2) North 81°07'00" West, 740.56 feet to the Easterly line of Garcia, shown on the Record of Survey recorded in Book 7 of Maps & Surveys, at Page 19, Yolo County Records; thence along the lines of said Garcia the following 2 courses; (1) South 3°05'28" West, 867.75 feet to an iron pin; (2) North 83°01'02" West, 911.37 feet to an iron pin marking the Southwest corner of said Garcia and the Easterly line of Parcel 3, shown on the Record of Survey recorded in Book 10 Maps & Surveys, at Page 49, Yolo County Records; thence along the lines of said Parcel 3 the following 2 courses, (1) South 10°46'58" West, 20.00 feet; (2) North 81°57'32" West, 290.89 feet to the Easterly line of the 0.119 acre parcel shown on Sheet 2 of 2, of Drawing No. A.P. 933B, titled County Road No. 87, Right of Way, Parcel 3 on file with the Yolo County Department of Public Works and recorded in Book 1210, at Page 118, Yolo County Records; thence along the Easterly line of said 0.119 acre parcel the following 2 courses; (1) South 16°49'28" West, 102.37 feet; (2) South 13°44'24" West, 300.02 feet to most Southerly corner of 0.119 acre parcel and the East right-of-way line as shown on the Record of Survey recorded in Book 7 of Maps & Surveys, at Page 19, Yolo County Records; thence along the said East right-of-way line, South 10°14'36" West, 3881.38 feet to the Southwest corner of Lot 24 of the Bonyng Tract, as shown on said last mentioned Record of Survey;

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Zone File No. 2024-031
(507.75 Acres—Contract Establishment)*

ATTACHMENT B

thence South 79°46'01" East, 1469.85 feet to the Southeast corner of said Lot 24, said corner being South 10°13'13" West, 20.00 feet from a spike marking the center line of County Road 20X and shown on the last mentioned Record of Survey; thence continuing South 79°46'01" East, 1515.35 feet to the East line of the said Bonyng Tract; thence along said East line of the Bonyng Tract, South 10°13'11" West, 1806.48 feet to an iron pipe and the Northeasterly right-of-way line of the property originally owned by the Vaca Valley and Clear Lake Railroad Company; thence along the said railroad right-of-way line, South 28°08'50" East, 655.21 feet to the Northerly line of said Parcel A and an iron pipe; thence along the said Northerly line of Parcel A, South 79°47'23" East, 1861.05 feet to the POINT OF BEGINNING.

Further described as Parcel 1 on that certain Certificate of Compliance Lot Line Adjustment recorded July 11, 2013, Instrument No. 2011-0023449, Official Records.

APN: 049-130-045-000

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Zone File No. 2024-031
(507.75 Acres—Contract Establishment)*