

AGREEMENT NO. 2025-_____

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 Tim and Susie Doherty Revocable Trust (hereinafter “Owner”) (collectively, “Parties”).

RECITALS

WHEREAS, Owner is the legal Owner of a property consisting of 888.402± acres of real property, currently identified as APNs 052-060-016, 052-070-013, 052-070-019, 052-070-020, 052-100-003, 052-100-004, 052-110-001, and a portion of APN 052-060-012 (“Subject Property”), which is more particularly shown as Parcel A 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-041 heretofore enlarged by resolution adopted with the approval of this Agreement; and

WHEREAS, concurrently with its approval of this Agreement, the Yolo County Zoning Administrator approved a lot line adjustment for the above-referenced property; and

WHEREAS, Land Use Agreement No. 19-111, which included the Subject Property, along with other parcels, but not including APN 052-060-012, was originally approved on May 21, 2019; and

WHEREAS, Owner desires to add adjoining acreage from APN 052-060-012, as a result of lot line adjustment, to the Land Use Contract by rescinding Land Use Agreement No. 19-111 as to the Subject Property only, and entering into this Agreement to include the entirety of the Subject Property; 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 Contract by the Yolo County Board of Supervisors constitutes a

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Zone File No. 2024-016
(888.402 Acres—Contract Establishment)*

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:

AGREEMENT

1. Agreement No. 19-111 is hereby rescinded and replaced by this Agreement. This Agreement shall have no effect on the remainder of the property covered by Agreement No. 19-111.

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’s 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

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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.

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 Owners of the Subject Property and all necessary persons have executed this Agreement.

10. 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.

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

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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).

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

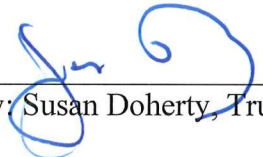
OWNER:

Tim and Susie Doherty Revocable Trust


By: P. Timothy Doherty, Trustee

Mary Vixie Sandy, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors


By: Susan Doherty, Trustee

By _____
(Seal)
Deputy

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

By 
Eric May, Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

On _____ before me,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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 February 25, 2025 before me,

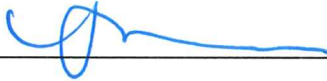
Paula Hoffart, Notary Public,

personally appeared P. Timothy Doherty 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.

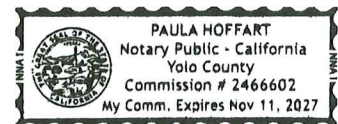
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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State of California
County of Yolo

On February 25, 2025 before me,

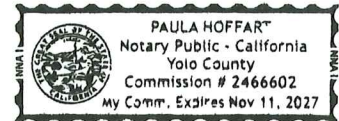
Paula Hoffart, Notary Public,

personally appeared Susan Doherty 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.

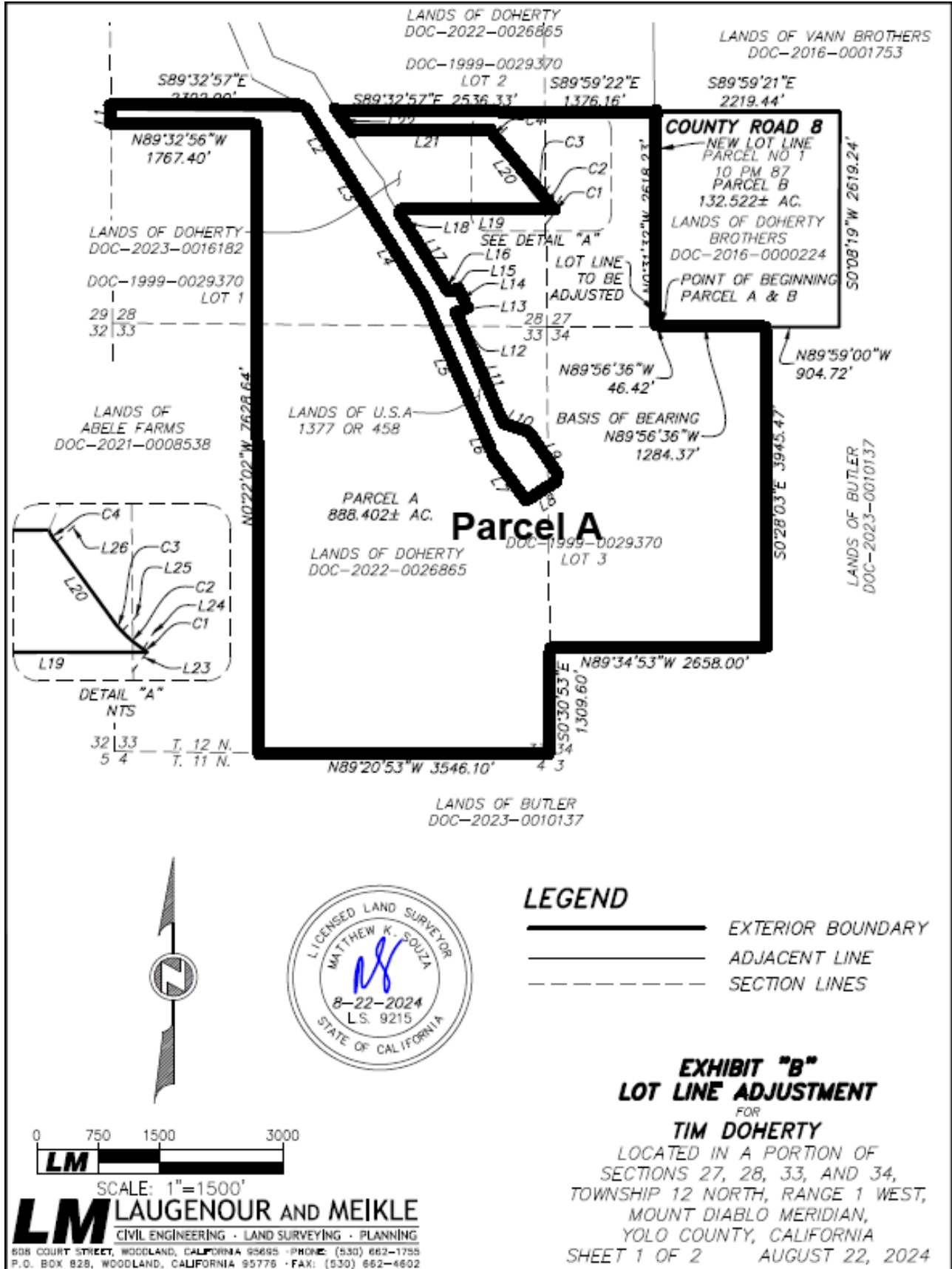
WITNESS my hand and official seal.

Signature  (Seal)



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ATTACHMENT A



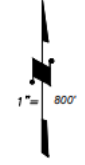
ATTACHMENT A (CONTINUED)

SEC. 28, T. 12 N., R. 1 W., M. D. B. & M.

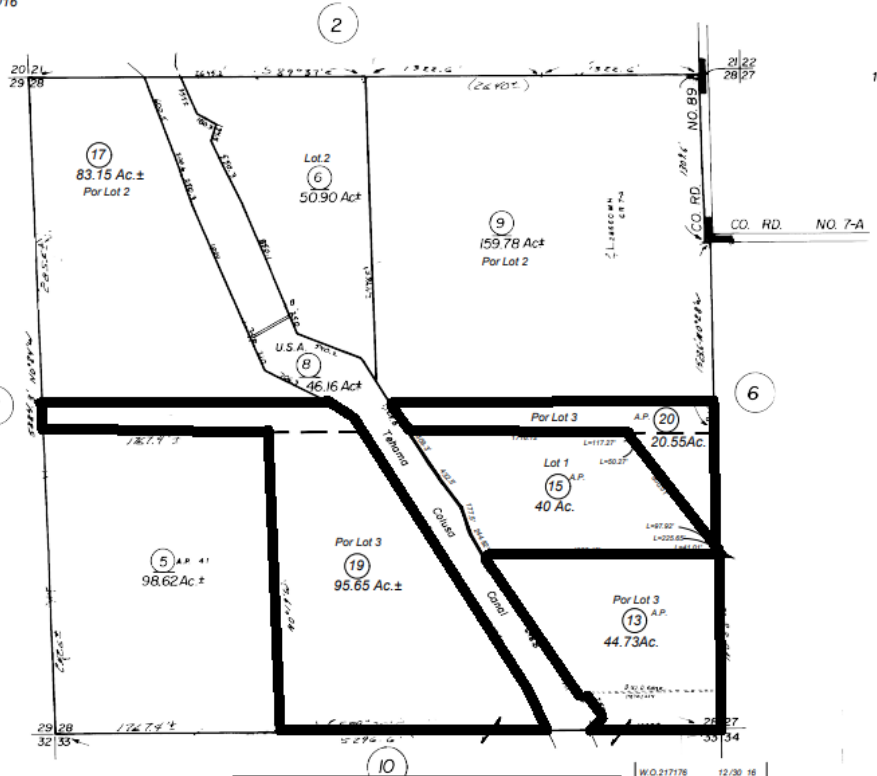
CAUTION - These maps ARE NOT to be used for legal descriptions.

52-07

NOTES:
COC #1999-0029370 APN's 052-07-007; -010; -011; -016



M. & S. Bk. 2, Pg. 32-T. 11 & 12 N., R. 1 & 2 W., M. D. M.,
for W. Bemmerly & W. W. Brownett.
M. & S. Bk. 3, Pg. 20-Sec. 26 & 27, T. 12 N., R. 1 W., M. D. M.
for J. N. Decker.



Portion of Parcel A (as shown by thick outline)

W.O. 217176	12/30 16
W.O. 202192N	12/31 01
W.O. 200098E	9/20 89
W.O. 202192N	12/31 01
W.O. 202192N	12/31 01
W.O. 4974 D	04/19 79
D.D.T. 2449	01/14 75
D.D.T. 2391	01/07 75
D.D.T. 280	05/16 73
- REVISIONS -	

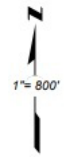
NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
(formerly por. 19-25)

Assessor's Map Bk. 52, Pg. 07.
County of Yolo Calif.

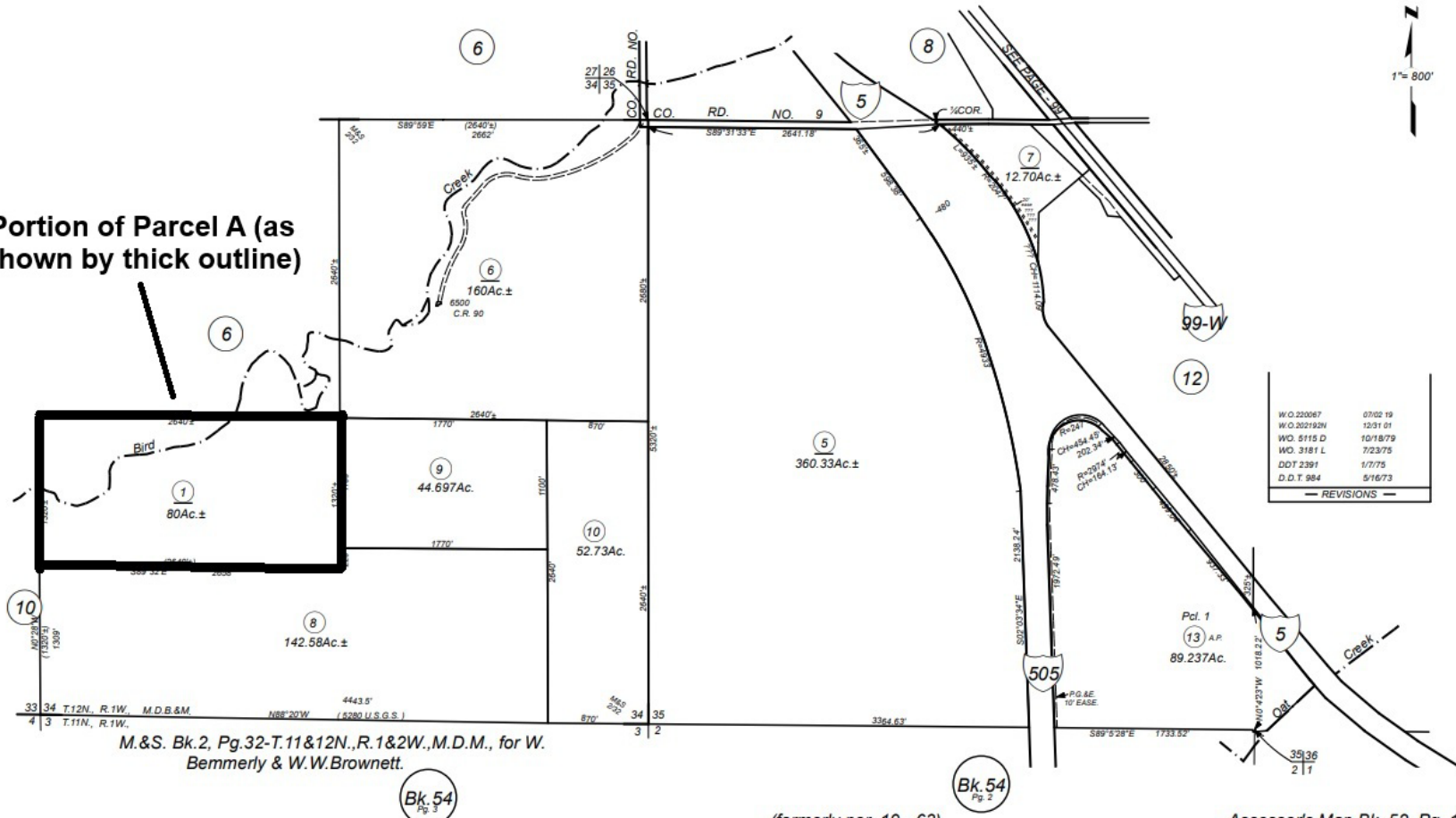
POR. SEC. 34 & 35 T.12N., R.1W., M.D.B.&M.

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

052-11



Portion of Parcel A (as shown by thick outline)



W.O. 220067	07/02 19
W.O. 302192M	12/01 01
W.O. 5115 D	10/18/79
W.O. 3181 L	7/23/75
D.O.T. 2391	1/7/75
D.D.T. 984	5/16/73

— REVISIONS —

M.&S. Bk.2, Pg.32-T.11&12N.,R.1&2W.,M.D.M., for W. Bemmerly & W.W.Brownnett.

Bk. 54
Pg. 3

(formerly por. 19 - 63)

Bk. 54
Pg. 2

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

Assessor's Map Bk. 52, Pg. 11
County of Yolo, Calif

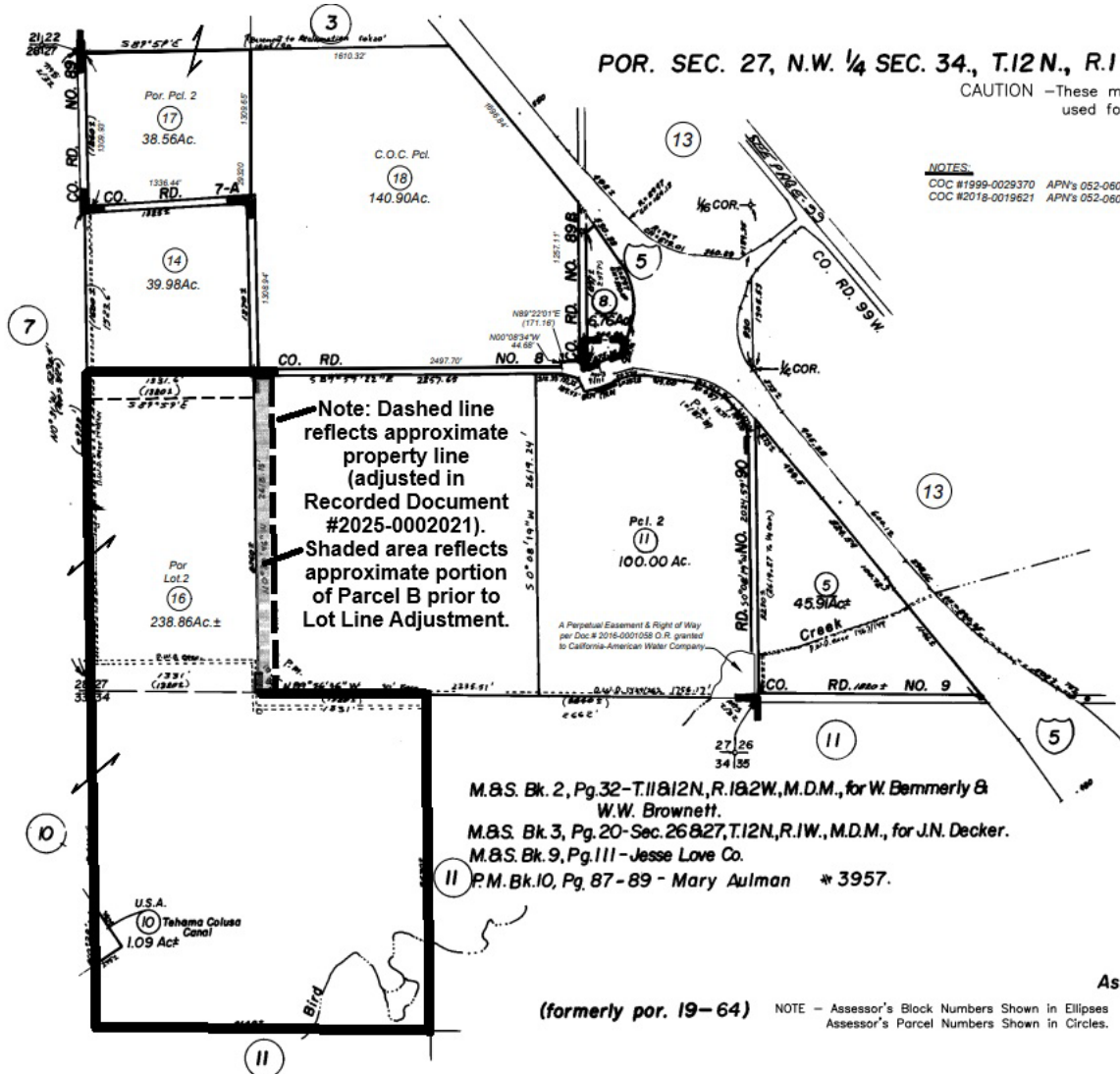
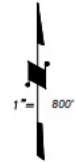
(20 / 21)

POR. SEC. 27, N.W. 1/4 SEC. 34., T.12N., R.1W., M.D.B.&M.

52-06

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

NOTES:
COC #1999-0029370 APN's 052-060-002 -013
COC #2016-0019621 APN's 052-060-001



Note: Dashed line reflects approximate property line (adjusted in Recorded Document #2025-0002021).
Shaded area reflects approximate portion of Parcel B prior to Lot Line Adjustment.

M.&S. Bk. 2, Pg.32-T.11&12N., R.1&2W., M.D.M., for W. Bemmerly & W.W. Brownett.
M.&S. Bk. 3, Pg.20-Sec.26&27,T.12N.,R.1W., M.D.M., for J.N. Decker.
M.&S. Bk. 9, Pg.111 - Jesse Love Co.
P.M. Bk.10, Pg. 87 - 89 - Mary Aulman * 3957.

W.O. 219113	08/17 18 PO
W.O. 217176	12/30 16
W.O. 215505	01/14 16
W.O. 2001820V	12/31 07
W.O. 200099E	09/20 99
W.O. 9406 B	2/14/93
W.O. 9406 C	4/1/93
W.O. 9406 D	11/1/93
W.O. 3623 B	07/17/95
W.O. 3191 C	7/23/95
dbT 2866	2/28/75
dbT 2448	1/17/75
dbT 2391	1/7/75
dbT 375	5/16/73
-REVISED-	

Assessor's Map Bk. 52, Pg. 06.
County of Yolo, Calif.

(formerly por. 19-64) NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles.

ATTACHMENT B

Legal Descriptions for Doherty Williamson Act Contract (Parcel A)

THAT portion of real property is situated in the County of Yolo, State of California, and being a portion of Sections 27, 28, 33, and 34, Township 12 North, Range 1 West, Mount Diablo Base and Meridian, also being a portion of Lot 3 as described in Document No. 1999-0029370-00, said County Records, and also being a portion of Parcel No. 1 as shown in Book 10 of Parcel Maps at Page 87, said County Records, and being more particularly described as follows:

BEGINNING at a point on the South line of said Parcel No. 1, said point being distant South 89°56'36" East 46.42 feet from the Southwest corner of said Parcel No. 1; thence, from said POINT OF BEGINNING and continuing along said South line, South 89°56'36" East 1,284.37 feet to the South Quarter corner of said Section 27; thence, along the East line of said Lot 3, South 00°28'03" East 3,945.47 feet to the most Southeasterly corner of said Lot 3; thence, along the South line of said Lot 3, North 89°34'53" West 2,658.00 feet to the East line of Section 33; thence, along said East line, South 00°30'53" East 1,309.60 feet to the Southeast corner of said Section 33; thence, along the South line of said Section 33, North 89°20'53" West 3,546.10 feet to the Southwest corner of said Lot 3; thence, along the West line of said Lot 3 the following two (2) courses and distances: 1) North 00°22'02" West 7,628.64 feet; and 2) North 89°32'56" West 1,767.40 feet to the West line of Section 28; thence, along said West line, North 00°26'53" West 214.00 feet to the Northwest corner of said Lot 3; thence, along the North line of said Lot 3, South 89°32'57" East 2,392.90 feet to the Westerly line of Tract One as described in Book 1377 of Official Records at Page 458, said County Records; thence, along said Westerly line the following six (6) courses and distances: 1) South 32°41'20" East 845.89 feet; 2) South 32°41'20" East 540.30 feet; 3) South 30°42'20" East 1,293.30 feet; 4) South 24°28'20" East 1,752.50 feet; 5) South 23°08'20" East 364.60 feet; and 6) South 33°04'20" East 700.00 feet to most Southerly corner of said Tract One; thence, along the South line of said Tract One, North 56°55'40" East

500.00 feet to the most Easterly corner of said Tract One; thence, along the Easterly line of said Tract

One the following ten (10) courses and distances: 1) North 33°04'20" West 700.00 feet; 2) North 69°01'20" West 300.60 feet; 3) North 24°28'20" West 1,187.90 feet; 4) North 19°42'20" West 301.00 feet; 5) North 65°31'40" East 110.00 feet; 6) North 24°28'20" West 250.00 feet; 7) South 65°31'40" West 90.00 feet; 8) North 26°47'20" West 171.00 feet; 9) North 34°49'20" West 698.80 feet; and 10) North 30°42'20" West 305.18 feet to the Southwest corner of Lot 1 as described in said Document No. 1999-0029370, said County Records; thence, along the South line of said Lot 1, North 89°57'28" East 1,923.44 feet to the Southeast corner of said Lot 1; thence, along the East line of said Lot 1 the following five (5) courses and distances: 1) along a non-tangent curve to the left concave Southwesterly, the radial line of said curve bears South 37°45'58" West, said curve having a radius of 480.58 feet, through a central angle of 04°53'20", and having an arc distance of 41.01 feet; 2) along a non-tangent curve to the right concave Northeasterly, the radial line of said curve bears North 32°11'09" East, said curve having a radius of 816.59 feet, through a central angle of 15°49'58", and having an arc distance of 225.65 feet; 3) along a nontangent curve to the right concave Northeasterly, the radial line of said curve bears North 43°37'40" East, said curve having a radius of 481.21 feet, through a central angle of 11°39'31", and having an arc distance of 97.92 feet; 4) North 35°59'35" West 800.51 feet; and 5) along a non-tangent curve to the right concave Northeasterly, the radial line of said curve bears North 47°18'21" East, said curve having a radius of 286.33 feet, through a central angle of 23°27'56", and having an arc distance of 117.27 feet to the Northeast corner of said Lot 1; thence, along the North line of said Lot 1, South 89°57'28" West 1,716.12 feet to said Easterly line of said Tract One; thence, along said Easterly line, North 31°17'26" West 287.84 feet to the North line of said Lot 3; thence, along said North line and the North line of said Parcel No. 1 the following two (2) courses and distances: 1) South 89°32'57" East 2,536.33 feet; and 2) South 89°59'22" East 1,376.16 feet; thence, leaving said North line, South 00°31'32" East 2,618.23 feet to the POINT OF BEGINNING.

Containing 888.402 acres of land, more or less.

The basis of bearings for this description is the South line of said Parcel 1, shown as North 89°56'36" West, as shown in Book 10 of Parcel Maps at Page 87, said County Records.

End of description.

APNs: 052-060-016, 052-070-013, 052-070-019, 052-070-020, 052-100-003, 052-100-004, 052-110-001, and a portion of APN 052-060-012

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and Doherty Brothers LTD., LLC.
Zone File No. 2024-016
(888.402 Acres—Contract Establishment)*