

Recording requested by:

When recorded mail to:

RELEASE OF RESTRICTIONS
IN LIEU OF REVERSION

YOLO COUNTY GRASSLANDS REGIONAL PARK
GSA Control № D-Calif-1023

I. RECITALS

A. WHEREAS, the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service (as successor to the Bureau of Outdoor Recreation), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377; 40 USC §550 *et seq.*), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), conveyed property located in Yolo County formerly known as the Davis Communications Annex, California, to the County of Yolo (hereinafter designated "Grantee") consisting of approximately 323.2 acres (the "Property"), to have and to hold forever subject to the reservations, exceptions, restrictions, conditions and covenants set forth in a Quitclaim Deed dated July 13, 1973, and recorded in the Official Records of Yolo County, California, in Book 1070, pages 556-559; and

B. WHEREAS, the reservations, exceptions, restrictions, and conditions set forth in the Quitclaim Deed ("Deed Restrictions") included the following:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on September 26, 1972 which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities

and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. The Grantee shall erect no metal buildings, metal roofs, metal towers or structures, electric transmission lines or antennae or operate radio frequency equipment without permission of the United States Air Force. No non-metallic buildings or structures over 15 feet high may be erected.

5. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

6. If at any time the Grantor shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to said national defense, shall revert to and become the property of the Grantor.

7. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C. F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.

8. In the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the

Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

C. WHEREAS, the Grantee has requested that a 25.853± acre portion of the Property, which it has not utilized according to its Program of Utilization, be released from the Deed Restrictions so that it may use the portion for other purposes (hereinafter designated “Release Portion” further described in Exhibit A) ; and

D. WHEREAS, in lieu of reverting the Release Portion to the United States and then reconveying the Release Portion to the Grantee through a negotiated sale, the Grantor and Grantee have agreed to this Release of Restrictions in Lieu of Reversion as well as to the compensation for the negotiated sale as more fully set forth below; and

E. WHEREAS, the remaining portions of the Property shall remain subject to the Deed Restrictions and shall not be affected by this Release of Restrictions in Lieu of Reversion, and the Property minus the Release Portion, as defined in this agreement, is referred to herein as the “Unaffected Property”; and

F. WHEREAS, the negotiated sale and release of the Deed Restrictions on the Release Portion will assist Grantee in managing the Unaffected Property as well as the 314-acre adjoining public benefit conveyance (further described below) for public park and recreation purposes; and

G. WHEREAS the National Park Service has determined that a negotiated sale and release of the Deed Restrictions of the Release Portion is preferable to its reversion to federal ownership due to non-compliance, if certain conditions (following) are met; and

H. WHEREAS the Grantee has agreed to execute the deed formally accepting the 314-acre adjoining public benefit conveyance parcels and to fulfill its program of utilization dated August 5, 2008, as augmented and modified by the Management Plan adopted concurrently, for those lands for public park and recreation use as enlargements to Yolo County Grasslands Regional Park; and

I. WHEREAS the Grantee agrees to implement the mitigation measures incorporated in the Environmental Assessment and in the Environmental Impact Report for its solar project, already constructed; and

J. WHEREAS the United States General Services Administration (GSA) agrees to the release of the Deed Restrictions for the Release Portion if the United States is compensated in an amount at least equivalent to its fair market value as determined by an appraisal approved by GSA; and

K. WHEREAS, the Grantee has submitted an appraisal for GSA’s review and agrees to pay the appraised market value of the Release Portion in the amount of \$776,000.00, which appraisal and amount have been accepted by GSA; and

L. WHEREAS, the Grantor has the authority to release the Deed Restrictions upon determination that the property no longer serves the purpose for which it was transferred, as provided by the Federal Property and Administrative Services Act of 1949, as amended, codified at 40 U.S.C. Section 550 et seq.

NOW THEREFORE, it is agreed as follows:

II. AGREEMENT

IN CONSIDERATION OF the payment by the GRANTEE of \$776,000.00, the mutual agreements contained herein and other good and valuable consideration, the GRANTOR and GRANTEE agree to the following:

1. GRANTOR, by execution of this agreement, releases GRANTEE, its successors and assigns, from the Deed Restrictions numbered 1, 2, 3, 4, 5, 6, 7, and 8 set forth in the Quitclaim Deed (and in Recital "B" above), as they apply to the Release Portion.
2. GRANTOR and GRANTEE hereto mutually agree that the GRANTOR shall retain no rights to the subject Release Portion.
3. Notwithstanding any provision of this agreement to the contrary, the release described in paragraph 1 above affects only the Release Portion and not the Unaffected Property. The Deed Restrictions remain in full force and effect on the Unaffected Property.

Signature Pages Follow

GRANTOR
UNITED STATES OF AMERICA

By: _____
Lauren Imgrund
Associate Director, Partnerships and Civic Engagement
National Park Service

Notary Acknowledgment

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.

DISTRICT OF COLUMBIA

THIS RECORD WAS ACKNOWLEDGED BEFORE ME, _____,
on _____, by _____, who personally appeared and 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 Washington D.C. that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A

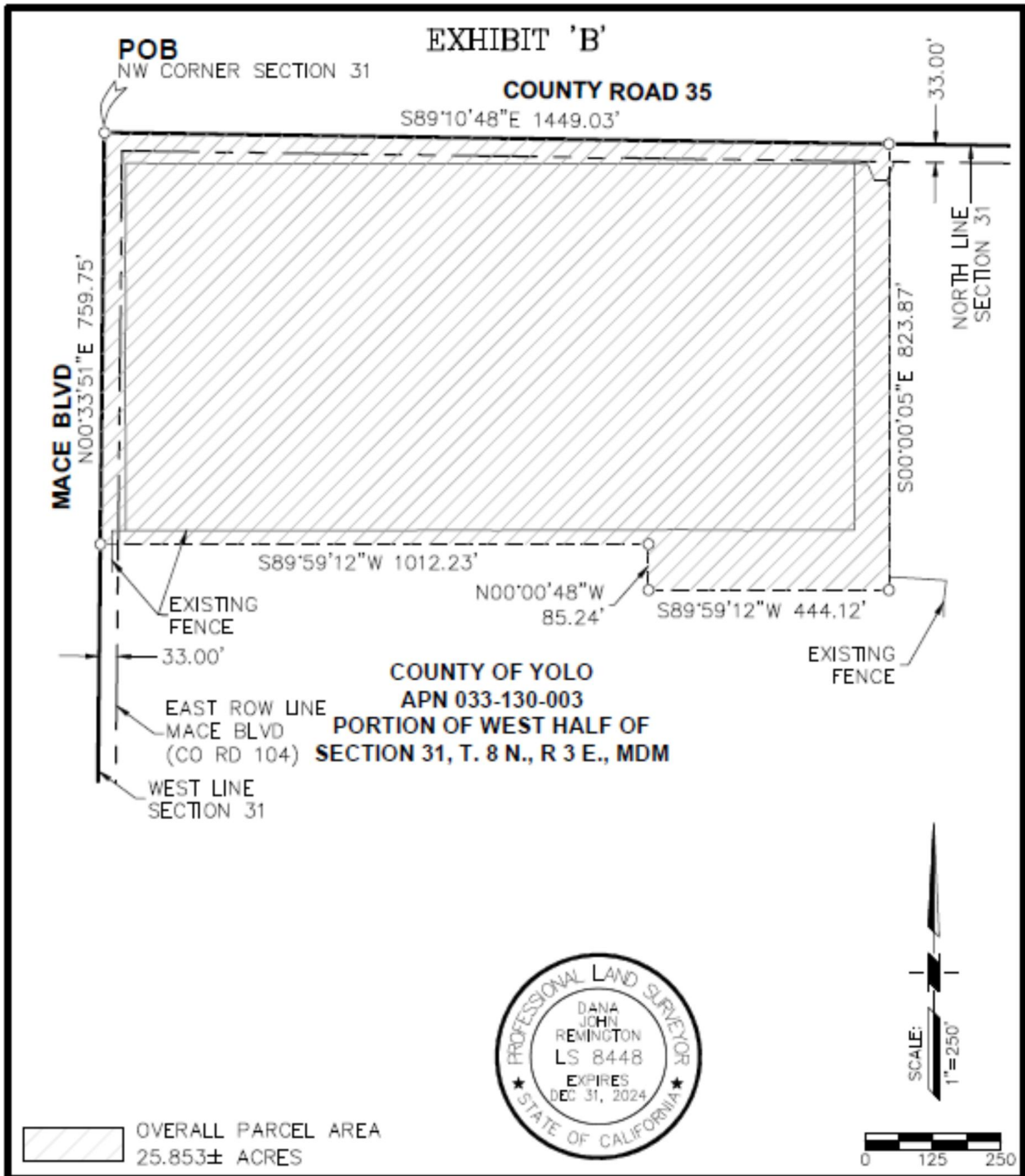
RELEASE PORTION

All the area situated in the County of Yolo, State of California, located in Section 31, T. 8 N., R. 3 E., MDM, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 31, thence South $89^{\circ}10'48''$ East along the North line of said Section a distance of 1449.03 feet; thence leaving said North line South $00^{\circ}00'05''$ East a distance of 823.87 feet; thence South $89^{\circ}59'12''$ West a distance of 444.12 feet; thence North $00^{\circ}00'48''$ West a distance of 85.24 feet; thence South $89^{\circ}59'12''$ West a distance of 1012.23 to a point on the West line of said Section 31; thence along said West line North $00^{\circ}33'51''$ East a distance of 759.75 feet to the Point of Beginning.

Containing 25.853 acres more or less.

The basis of bearings for this description is the West line of said Northwest Quarter, shown as N $00^{\circ}33'50''$ E on that map filed in Book 1999 of Maps at Page 43, said County Records.



OVERALL PARCEL LEGAL DESCRIPTION

COUNTY OF YOLO STATE OF CALIFORNIA

DATE: 3/10/2024 SCALE: 1" = 250'

DRWN. BY: GM CHK. BY: DR SHEET 1 OF 1

PSOMAS

11661 Blocker Drive, Suite 110
Auburn, Ca 95603
(800) 400-7072

Plotted: Mar/10/2024 5:43 PM | By: Dana Remington
File: \\s:\GIS\2024\Overall Parcel Description\2024\033-130-003\033-130-003_Overall Exhibit 2.dwg