

**LETTER AGREEMENT**

**ABROGATION OF PUBLIC PARK USE RESTRICTIONS**

**25.853 +/- Acres of Solar Facility located at  
Grasslands Regional Park at  
the South East Corner of CR104 and CR35  
City of Davis, Yolo County, California**

**GSA Control No. 9-D-CA-1911-AA**

This **LETTER AGREEMENT**, is made and entered into this \_\_\_\_\_ day of August 2025, between the UNITED STATES OF AMERICA, acting by and through the General Services Administration (hereinafter referred to as "GSA" or collectively "the United States"), under and pursuant to the powers and authority contained in the provisions of Title 40, U.S. Code, Chapter 5, et. seq, as amended, and regulations and orders promulgated thereunder and the COUNTY OF YOLO, a municipality created, operating and existing under and by virtue of the laws of the State of California (hereinafter referred to as "the County").

**WHEREAS**, approximately 323 acres of land, commonly known as the Grasslands Regional Park, located at the South East Corner of CR104 and CR35, Yolo County, California, was conveyed for public park and recreation purposes in perpetuity to Yolo County by quitclaim deed dated July 13, 1973 and recorded on July 24, 1973 in the Official Records of Yolo County at BOOK 1070, PAGE 554-559;

**WHEREAS**, the County built a solar facility on a portion of the Grasslands Regional Park, consisting of approximately 25.853 acres (herein referred to as "Property"), as more particularly described in Exhibit A. The construction and operation of the facility is not compliant with the restrictions contained in the 1973 quitclaim deed.

**WHEREAS**, the County has desired to acquire the Property without land use restrictions to address the aforementioned deed violation;

**WHEREAS**, the United States is required to obtain fair market value for the Release of Restrictions of the Property and the parties collaborated to obtain an appraisal, the results of which provide the basis for the purchase price set forth herein; and

**WHEREAS**, the United States shall require that the Excess Profits Covenant shall run with the land for a period of 3 years from the date of the Release of Restrictions;

**NOW THEREFORE**, the United States and the County, agree to the following:

Letter Agreement  
25.853 +/- Acres Grasslands Regional Park Partial Abrogation  
GSA Control No. 9-D-CA-1911-AA

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\_\_\_\_\_The County

\_\_\_\_\_Government

**A. PURCHASE PRICE**

The purchase price of the Property shall be on an ALL CASH basis and in the sum of \$776,000.00 based on an appraisal at the direction of the County in coordination with GSA. The County submitted an earnest money deposit in the amount of \$25,000.00 on June 28, 2024. The deposit will be credited towards the abrogation amount at closing. The County is expected to open an escrow account to handle the closing and to pay the balance in the amount of **\$751,000.00** (hereinafter referred to as the “Remaining Balance”).

The County shall deposit:

- **The 1st payment in the amount of \$375,500.00 into the escrow by August 29, 2025.**
- **The 2nd payment in the amount of \$375,500.00 into the escrow by July 15, 2026.**

The Release of Restrictions will be recorded once the Remaining Balance is deposited. The County may pay the full amount at any time before July 15, 2026.

**B. ACCEPTANCE AND CLOSING, AND GENERAL TERMS OF SALE**

1. *Acceptance.* This Letter Agreement (the “Agreement”) shall be firm and continuing for a period of thirty (30) calendar days from the date of its receipt by GSA.

The County shall execute the CERTIFICATE OF AUTHORIZATION OF PURCHASER of this document and return one original of the executed Agreement to GSA. The County shall also concurrently deliver a duly certified resolution authorizing purchase of the Property and approval of necessary funding.

To accept this Agreement, GSA shall execute the ACCEPTANCE OF THE UNITED STATES GOVERNMENT of this document and return one original of the executed Agreement to the County. Receipt by the County of the executed Agreement shall constitute "Notice of Acceptance". Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by THE COUNTY OF YOLO without consent of GSA, and any assignment transaction without such consent shall be void.

2. *Closing.* Close of sale shall take place within a reasonable period, and not later than July 15, 2026.

The County shall open an escrow account with an independent, unaffiliated escrow company (“Escrow Holder”) to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the County. As part of the

closing, GSA will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

Within five (5) calendar days of opening the escrow account, the County must notify Ms. Anita Lee, GSA Realty Specialist via email at [Anita.Lee@gsa.gov](mailto:Anita.Lee@gsa.gov) of the name of the Escrow Company, address, telephone number, escrow agent, and escrow number.

**C. DUTIES OF THE PARTIES**

THEREFORE, the Parties hereby agree to the following regarding the disposition of the Property:

**1. DUTIES OF THE UNITED STATES:**

The United States shall draft and execute a Release of Restrictions removing certain restrictive covenants on the use of the Property. The Release of Restrictions will include the imposition of an Excess Profits Covenant and will be substantially in the form attached hereto as Exhibit B. The Release of Restrictions shall be placed in escrow 30 days before the County submits the 2nd payment.

**2. DUTIES OF THE COUNTY OF YOLO:**

- a) The County is required to open an escrow account with an independent, unaffiliated escrow company (“Escrow Holder”) to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the County.
- b) The County shall pay the balance of the purchase price in the amount of \$751,000.00 to GSA at Closing in the form of an electronic funds transfer (wire transfer).
- c) The County shall accept the Release of Restrictions and place it in escrow.
- d) After the Remaining Balance is deposited in escrow by the County, and all other escrow requirements are met, Escrow Holder shall record the Release of Restrictions.

**CERTIFICATE OF AUTHORIZATION OF PURCHASER**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the County of Yolo, who executed this Letter Agreement on behalf of said the County of Yolo, by authority of its governing body and the purchase is within the scope of its corporate powers, this \_\_\_\_\_ day of August, 2025.

COUNTY OF YOLO

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**ACCEPTANCE OF THE UNITED STATES GOVERNMENT**

The Offer to Purchase, as set forth herein is hereby ACCEPTED by and on behalf of the United States of America this \_\_\_\_\_ day of August, 2025.

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

BY: \_\_\_\_\_  
DAVID HAASE, Director  
Real Property Disposition  
U.S. General Services Administration

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All the area situate 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°10'48" East along the North line of said Section a distance of 1449.03 feet; thence leaving said North line South 00°00'05" East a distance of 823.87 feet; thence South 89°59'12" West a distance of 444.12 feet; thence North 00°00'48" West a distance of 85.24 feet; thence South 89°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°33'51" East a distance of 759.75 feet to the Point of Beginning.

Containing 25.853 acres more or less.

**EXHIBIT "B"**  
**RELEASE OF RESTRICTIONS**

See Attachment

**Recording requested by:**

**When recorded mail to:**

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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.

### 4. EXCESS PROFITS COVENANT

(A) This covenant shall run with the land for a period of 3 years from the date of conveyance. With respect to the property described in this deed, if at any time within a 3-year period from the date of transfer of title by the Grantor, the Grantee, or its successors or assigns, shall sell or enter into agreements to sell the property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Grantee's or a subsequent seller's actual allowable costs will be remitted to the Grantor. In the event of a sale of less than the entire property, actual allowable costs will be apportioned to the property based on a fair and reasonable determination by the Grantor.

(B) For purposes of this covenant, the Grantee's or a subsequent seller's allowable costs shall include the following:

- (1) The purchase price of the real property;
- (2) The direct costs actually incurred and paid for improvements which serve only the property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements.
- (3) The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in (b)(2) of this section; and
- (4) The finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated above.

(C) None of the allowable costs described in paragraph (b) of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

(D) In order to verify compliance with the terms and conditions of this covenant, the Grantee, or its successors or assigns, shall submit an annual report for each of the subsequent 3 years to the Grantor on the anniversary date of this deed. Each report will identify the property involved in this transaction and will contain the following items of information as are applicable at the time of submission:

- (1) A description of each portion of the property that has been resold;
- (2) The sale price of each such resold portion;
- (3) The identity of each purchaser;

(4) The proposed land use: and

(5) An enumeration of any allowable costs incurred and paid that would offset any realized profit. If no resale has been made, the report shall so state.

(E) The Grantor may monitor the property and inspect records related thereto to ensure compliance with the terms and conditions of the covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the property.

Signature Pages Follow

GRANTOR  
UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Stephan Nofield  
Acting 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**

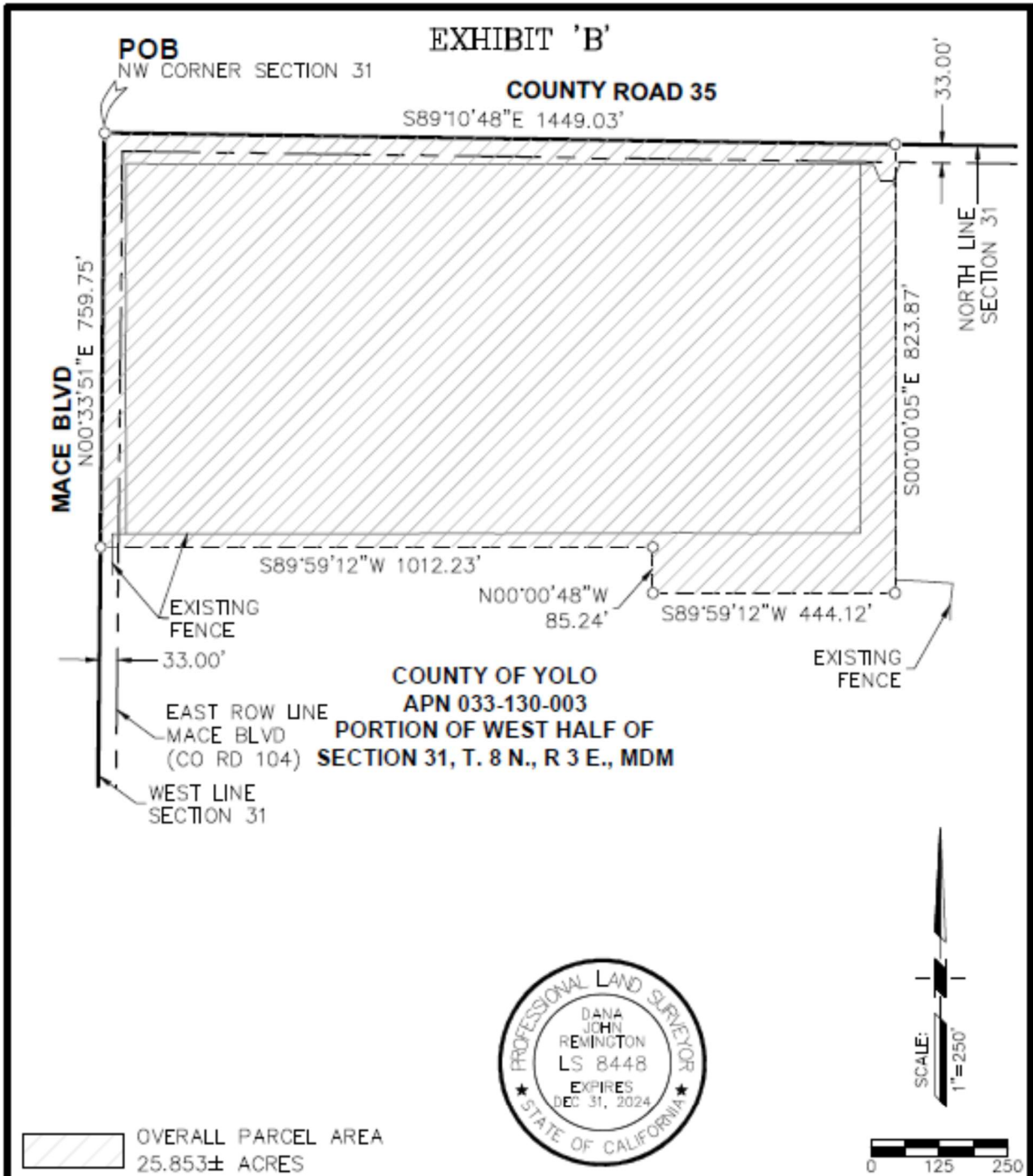
### **RELEASE PORTION**

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°10'48" East along the North line of said Section a distance of 1449.03 feet; thence leaving said North line South 00°00'05" East a distance of 823.87 feet; thence South 89°59'12" West a distance of 444.12 feet; thence North 00°00'48" West a distance of 85.24 feet; thence South 89°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°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°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'	<b>PSOMAS</b> 11661 Blocker Drive, Suite 110 Auburn, Ca 95603 (800) 400-7072	
DRWN. BY: GM    CHK. BY: DR	SHEET 1 OF 1		
<small>Plotted: Mar/10/2024 5:43 PM   By: Dana Remington File: 033-130-003_Overall Parcel Description_Sheet 2 of 20-000-000_Overall Exhibit 2.dwg</small>			