

ATTACHMENT C

AGREEMENT NO. 25-_____

WILLIAMSON ACT OPEN SPACE AGREEMENT

THIS AGREEMENT (“Agreement”), which repeals and replaces Agreement No. 77-294, is made and entered into this _____ day of _____, 2025 (“Effective Date”), between the County of Yolo, a political subdivision of the State of California (hereinafter “County”), and Westlands Water District, a California water district duly organized and existing under the California Water District Law (hereinafter “Owner”) (collectively, “Parties”).

RECITALS

WHEREAS, Owner is the legal owner of certain real property (“Subject Property”) consisting of approximately 1,277.7 acres of land identified as APNs 033-380-003, 033-380-007, 033-380-013, 033-370-003, 033-370-005, 033-390-006, and 033-270-010, which is more particularly shown in **Attachment A** and described in **Attachment B**, each of which are attached hereto and incorporated herein by this reference; and

WHEREAS, the Subject Property has been subject to Land Use Agreement No. 77-294 (the “Existing Williamson Act Contract”), recorded in Book 1271 on Page 152 in the Yolo County Official Records on September 13, 1977; and

WHEREAS, Owner intends to preserve portions of the Subject Property in perpetuity with a proposed Swainson’s hawk conservation easement covering approximately 1,136 acres as mitigation for the Lower Yolo Ranch Restoration Project (“Project”) occurring on other nearby lands; and

WHEREAS, the Existing Williamson Act Contract restricts use of the Subject Property to agricultural use and those uses determined by the County to be compatible with the agricultural use of the lands within the preserve and subject to the contract; and

WHEREAS, in considering actions relating to the Project on March 24, 2020, including the approval of Yolo County Agreement No. 20-34, the Yolo County Board of Supervisors authorized the conversion of the Williamson Act contract(s) associated with the Project to one or more open space agreements; and

WHEREAS, any project that is an “open space” use under Williamson Act statutes [Government Code section 51201(o)] shall also require approval of an amended Williamson Act contract or other appropriate action to authorize the open space use, as set forth in Government Code section 51223; and

WHEREAS, the Swainson’s hawk easement that is contemplated for the majority of the Subject Property includes use restrictions that will preserve the Subject Property in perpetuity as habitat while also allowing certain compatible agricultural uses and, therefore the Subject Property is appropriately considered “open space” under Government Code Section 51201(o) and meets the compatibility requirements of Government Code section 51238.1; and

WHEREAS, the Subject Property is large enough to provide open-space benefits, by providing habitat for wildlife, or preserving its natural characteristics, beauty, or openness for the benefit and enjoyment of the public; and

WHEREAS, both Owner and County desire to rescind the Existing Williamson Act Contract (Agreement No. 77-294) and enter into an open space contract that is at least as restrictive as the current contract, pursuant to Government Code section 51254 and that is consistent with the Conservation Values as defined in the Conservation Easement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Existing Williamson Act Contract (Agreement No. 77-294) is hereby rescinded and replaced in its entirety with 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 (“Williamson Act”), and is subject to all of the provisions of the Williamson Act, Resolution No. 71-18, 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. Notwithstanding any provision to the contrary in Resolution No. 71-18, no new development during the period the contract is in effect shall be allowed on the Subject Property, except those uses compatible with or related to the open space uses. Agriculture and uses compatible with agriculture are compatible with open space uses, unless otherwise prohibited by local rules, ordinances, or any applicable conservation easement. The Subject Property shall be subject to the provisions of Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code only to the extent that it is used for open space and compatible uses. To the extent the subject property is used for any other use, including those uses determined to be compatible with the open space use of the land within this preserve and subject to this contract, it shall be valued by using the stipulated minimum income method provided for in section 423(a)(3) of the California Revenue and Taxation Code and the amount which constitutes the minimum annual income per acre to be capitalized shall be determined annually by multiplying the factored base year value of the property involved by the Williamson Act capitalization rate for that year.

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 51224(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 Owner's 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 Williamson Act and compliance with the requirements of this Agreement.

9. Owner represents that it is the sole holder of fee title to 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 inures 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, addressed 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:

Westlands Water District a California Water District

Mary Vixie Sandy, Chair
Yolo County Board of Supervisors



By: ~~Steven~~ Stephen Farmer
Chief Administrative Officer

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 County Counsel

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 ALL-PURPOSE 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 Fresno)

On August 22, 2025 before me, Jessie S. Xiong, Notary Public,
personally appeared Stephen Farmer

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

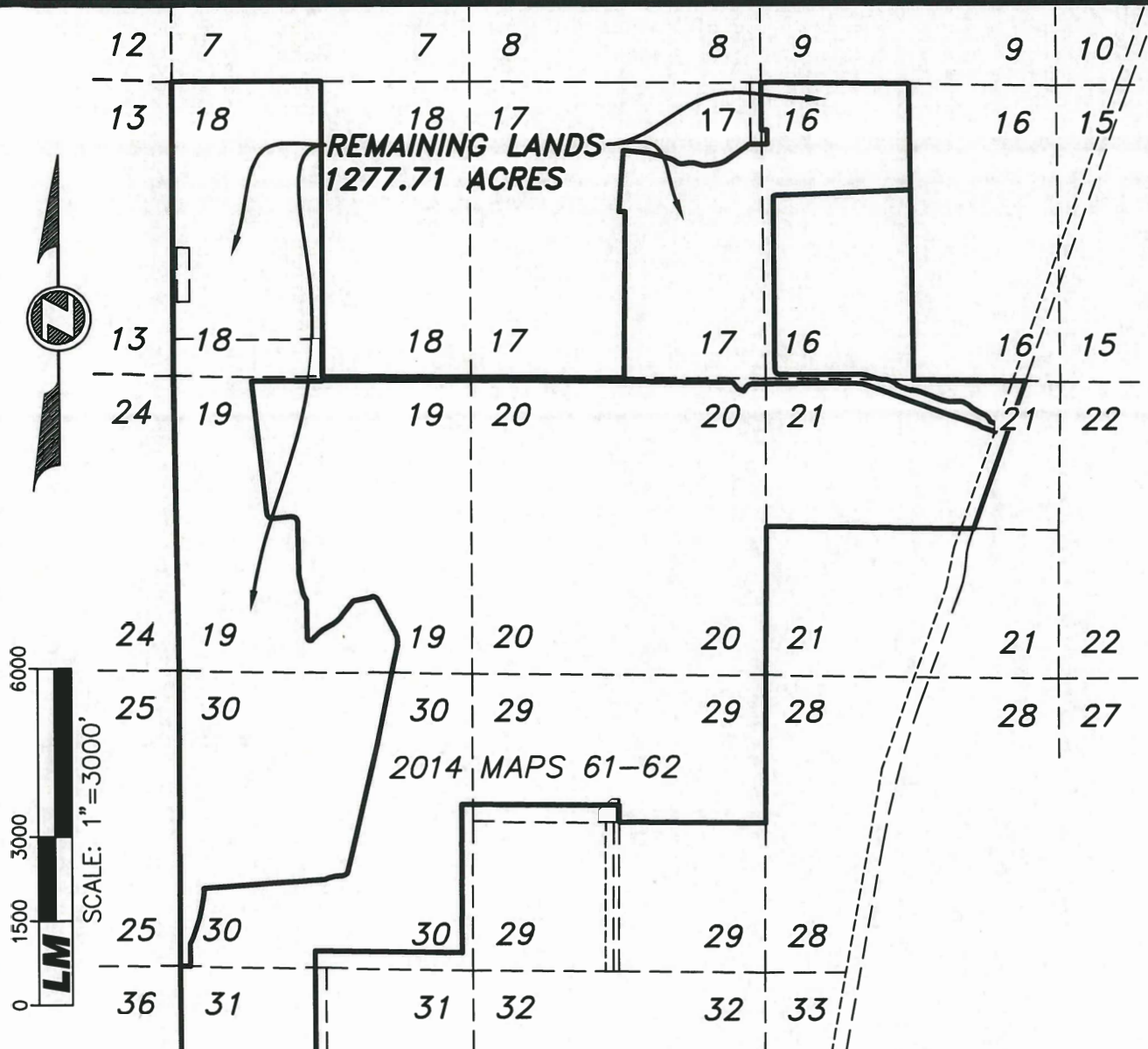
Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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

ATTACHMENT A



ALL DISTANCES, BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, WITH AN EPOCH DATE OF 2010.00. TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00000132.

Christopher W. Lerch
CHRISTOPHER W. LERCH

9-10-2021
DATE



REMAINING LANDS EXHIBIT FOR WESTLANDS WATER DISTRICT

BEING PORTIONS OF
SECTIONS 16, 17, 18, 19, 20, 21, AND 30,
TOWNSHIP 6 NORTH, RANGE 3 EAST,
MOUNT DIABLO BASE AND MERIDIAN

UNINCORPORATED AREA OF YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

SHEET 1 OF 12 OCTOBER 20, 2020

#3844-1-1

NGS DESIGNATION: ANDREW
 PID-AE9864
 N: 1,902,861.60 SFT
 E: 6,665,277.16 SFT
 EPOCH DATE: 2010.00
 CCS 83 - ZONE 2
 C.G.F.: 0.99999269
 CONVERGENCE ANGLE: 0°13'40.4"
 ELEVATION - NAVD 88: 12.1 SFT

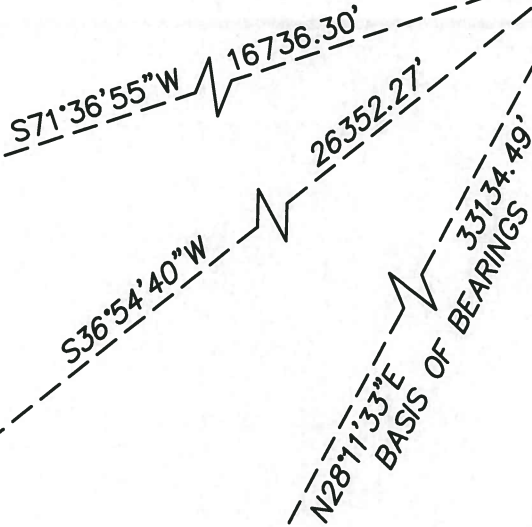
FND. 2" BRASS DISK
 NORTHWEST CORNER
 OF SECTION 18
 P.O.B.

N: 1897583.06
 E: 6649395.07

FND. 3/4" IRON PIN
 SOUTHWEST CORNER
 OF SECTION 30
 POINT OF BEGINNING

P.O.B.
 RESTORATION N: 1881791.20
 BOUNDARY E: 6649450.59

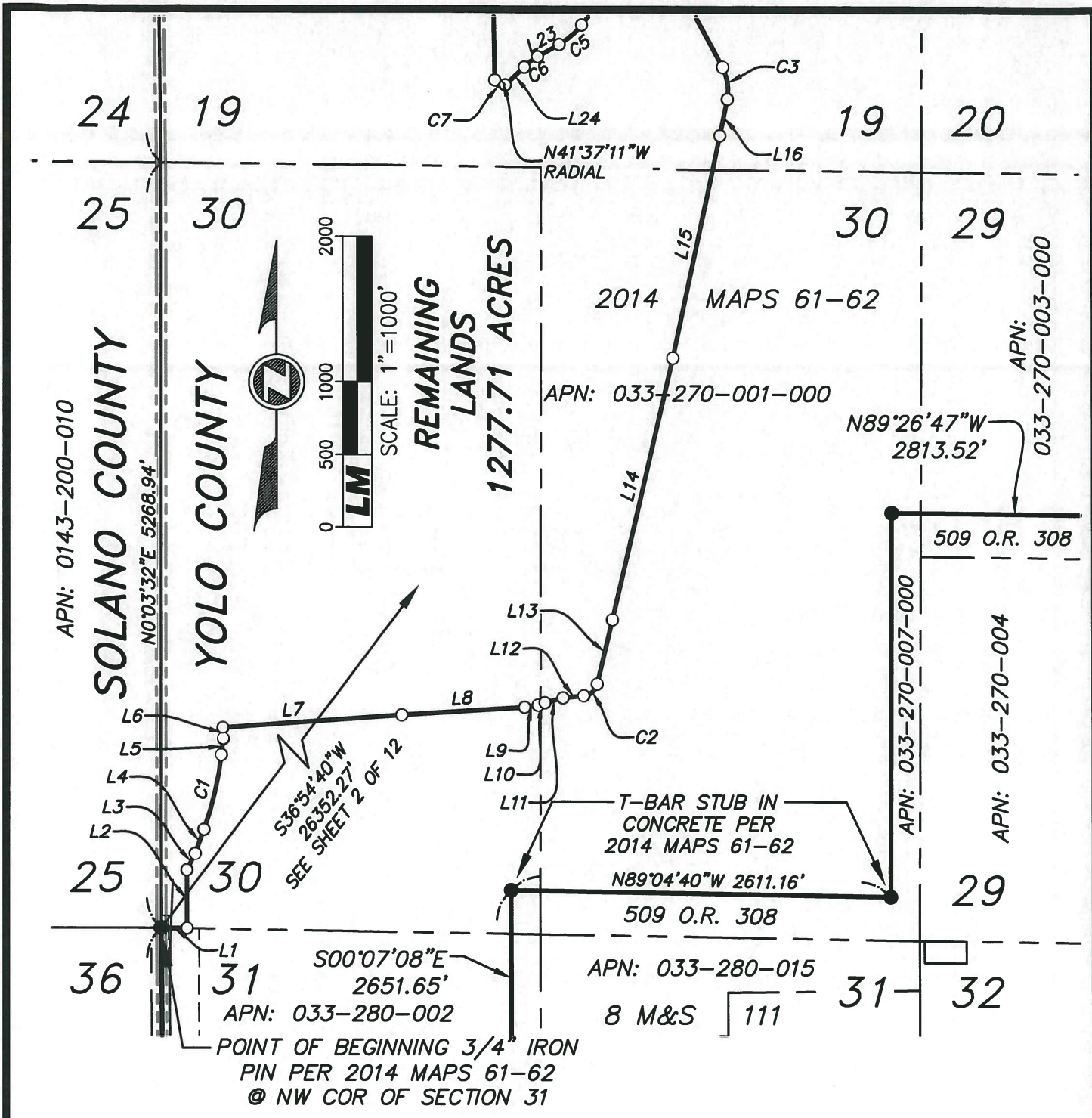
POINT OF COMMENCEMENT
 NGS DESIGNATION: SHAG
 PID-AE9858
 N: 1,873,657.99 SFT
 E: 6,649,623.20 SFT
 EPOCH DATE: 2010.00
 CCS 83 - ZONE 2
 C.G.F.: 1.00000995



ALL DISTANCES, BEARINGS
 AND COORDINATES SHOWN
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 BASED ON THE CALIFORNIA
 COORDINATE SYSTEM OF
 1983, ZONE 2, WITH AN
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 OF 1.00000132.

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WESTLANDS WATER DISTRICT
 UNINCORPORATED AREA OF YOLO COUNTY, CALIFORNIA
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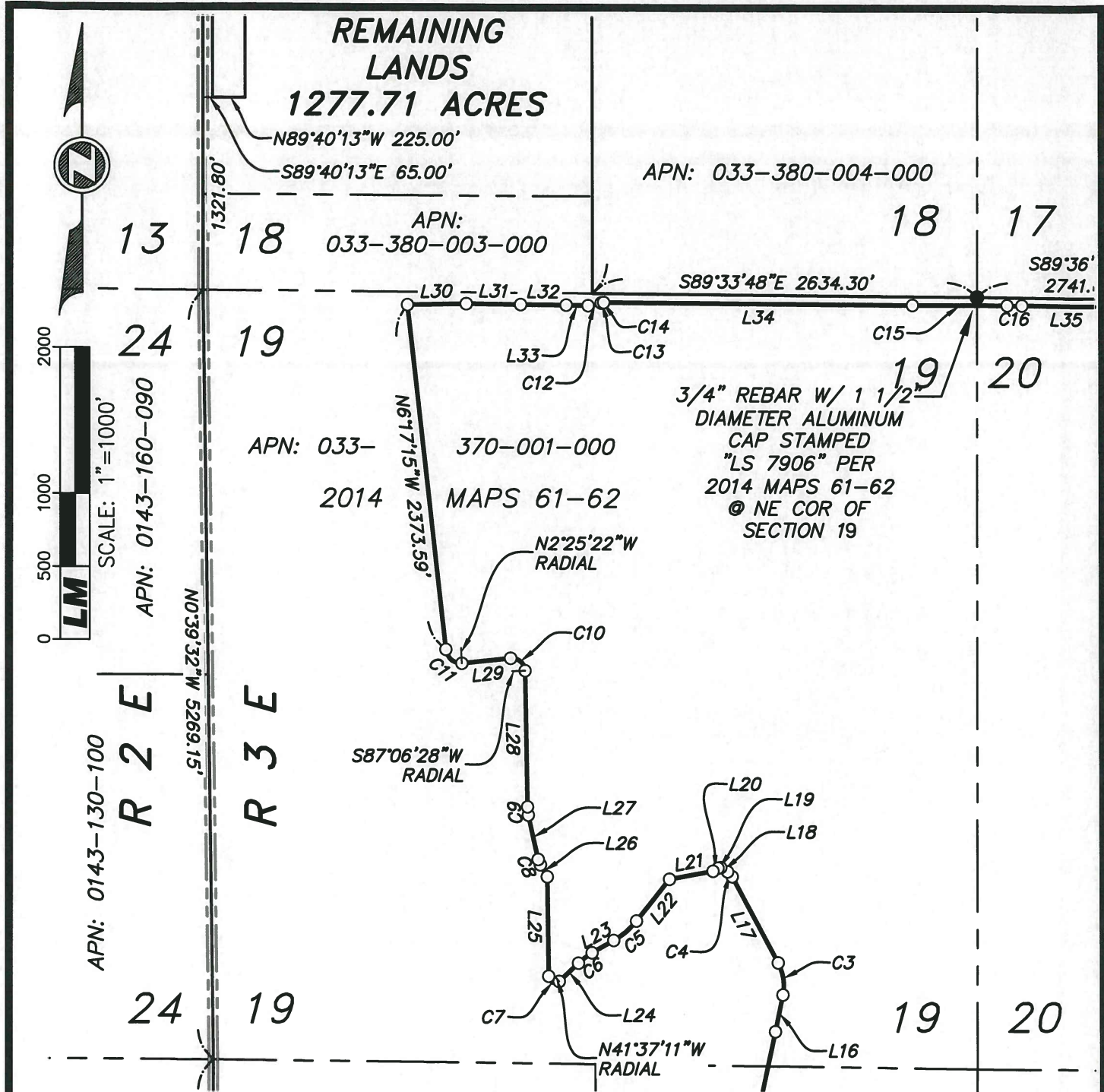
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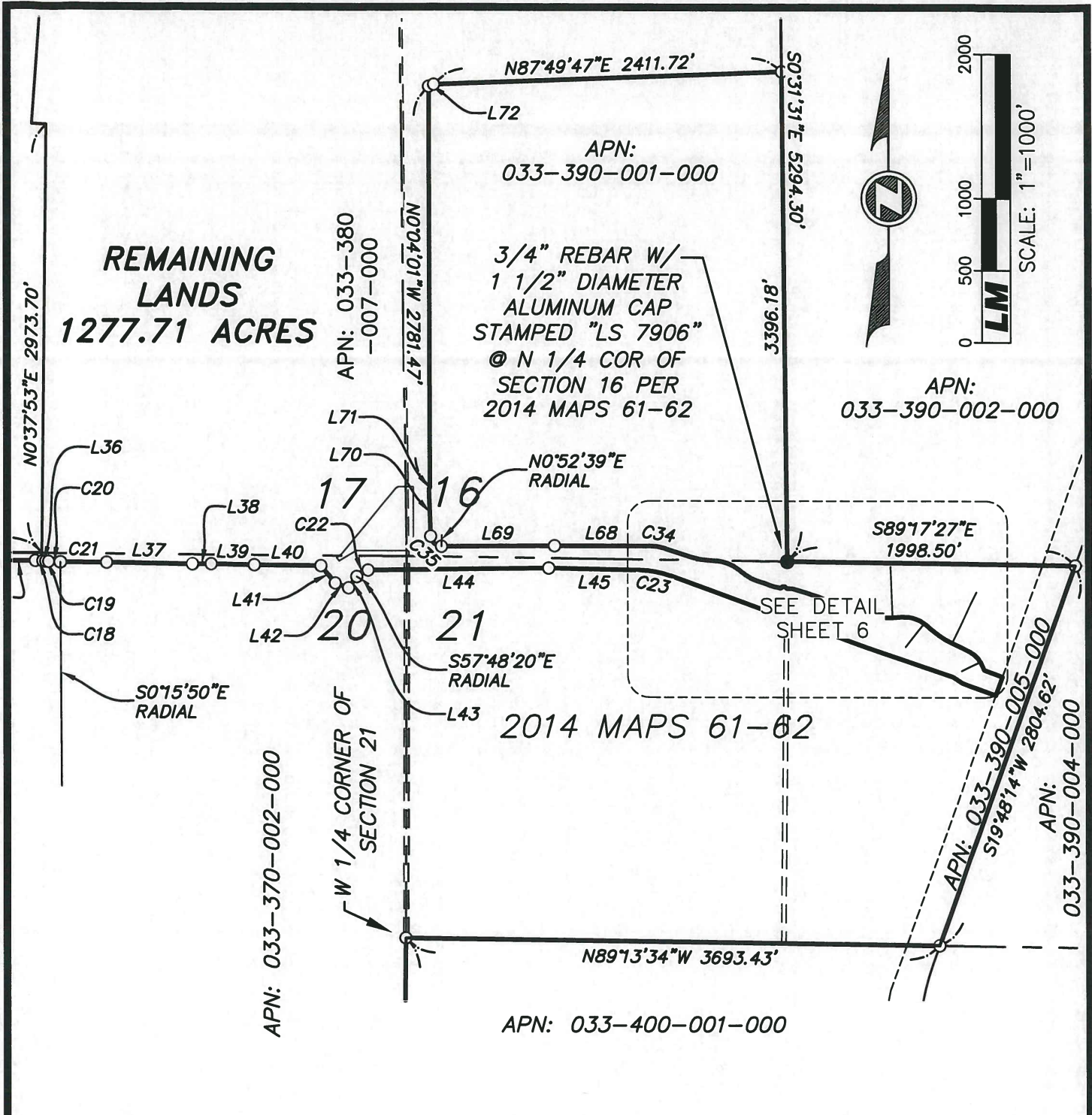


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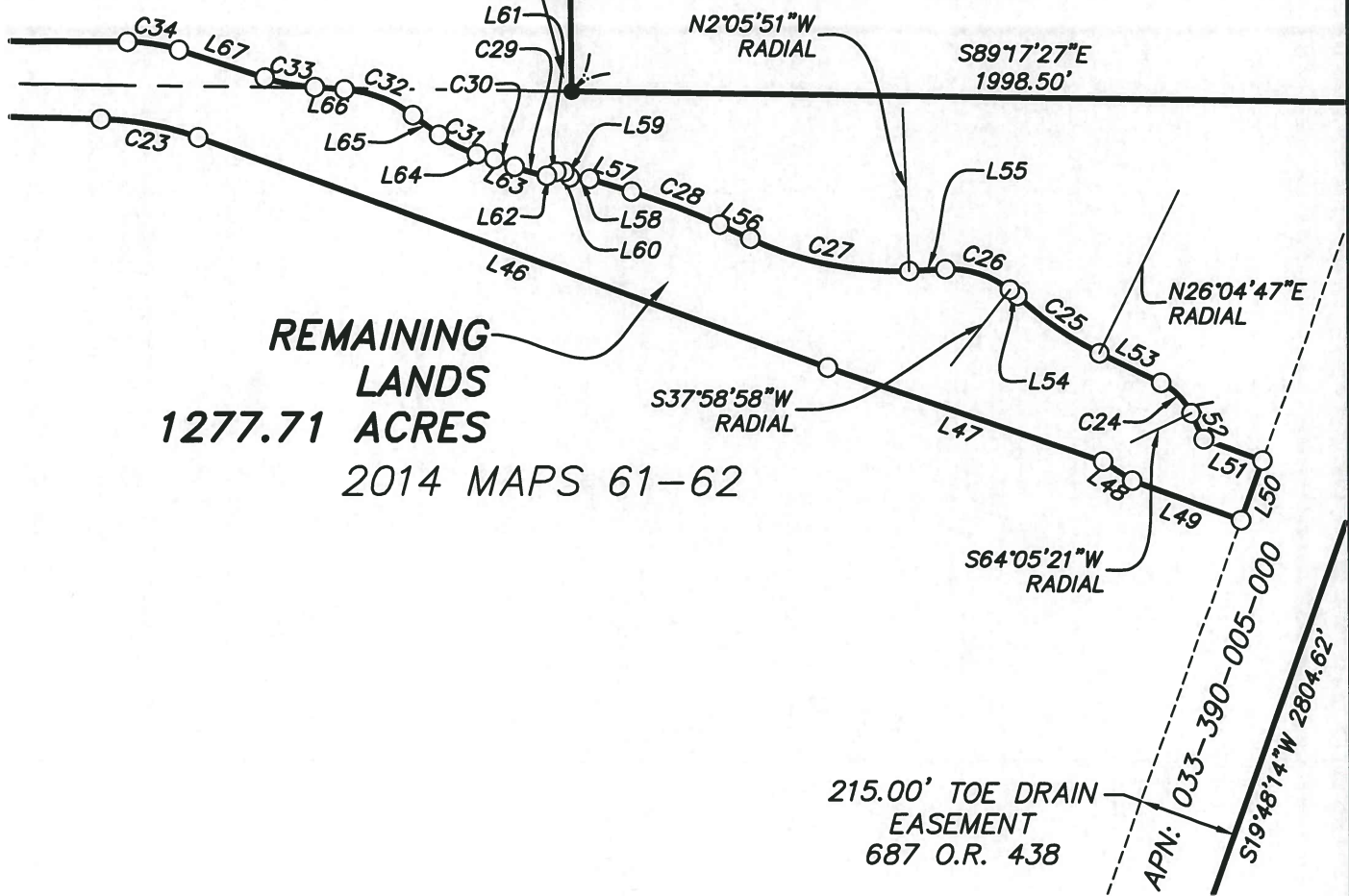
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3/4" REBAR W/
1 1/2" DIAMETER
ALUMINUM CAP
STAMPED "LS 7906"
@ N 1/4 COR OF
SECTION 16 PER
2014 MAPS 61-62

N00°31'31"W 3396.18'



**REMAINING
LANDS
1277.71 ACRES**
2014 MAPS 61-62

215.00' TOE DRAIN
EASEMENT
687 O.R. 438

ALL DISTANCES, BEARINGS
AND COORDINATES SHOWN
HEREON ARE GRID AND
BASED ON THE CALIFORNIA
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1983, ZONE 2, WITH AN
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APN: 033-370-001-000



APN: 033-370-002-000

W 1/4 CORNER OF SECTION 21

19 20

20 21

30 29

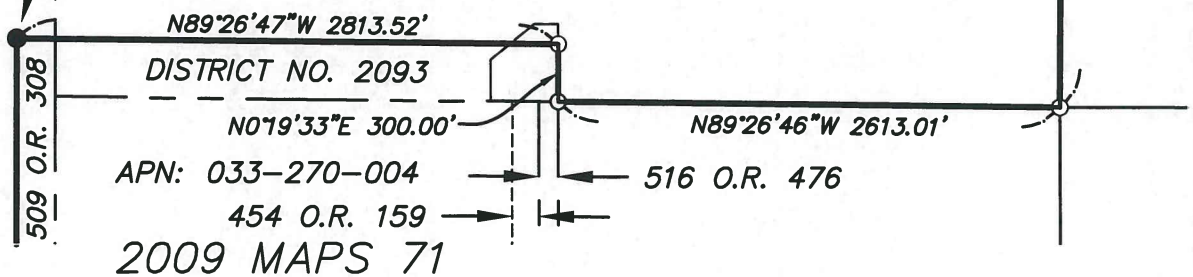
29 28

2014 MAPS 61-62

APN: 033-270-003-000

APN: 033-270-001-000

T-BAR STUB IN CONCRETE W/ IRON PLAT MARKED "YGG" PER 2014 MAPS 61-62

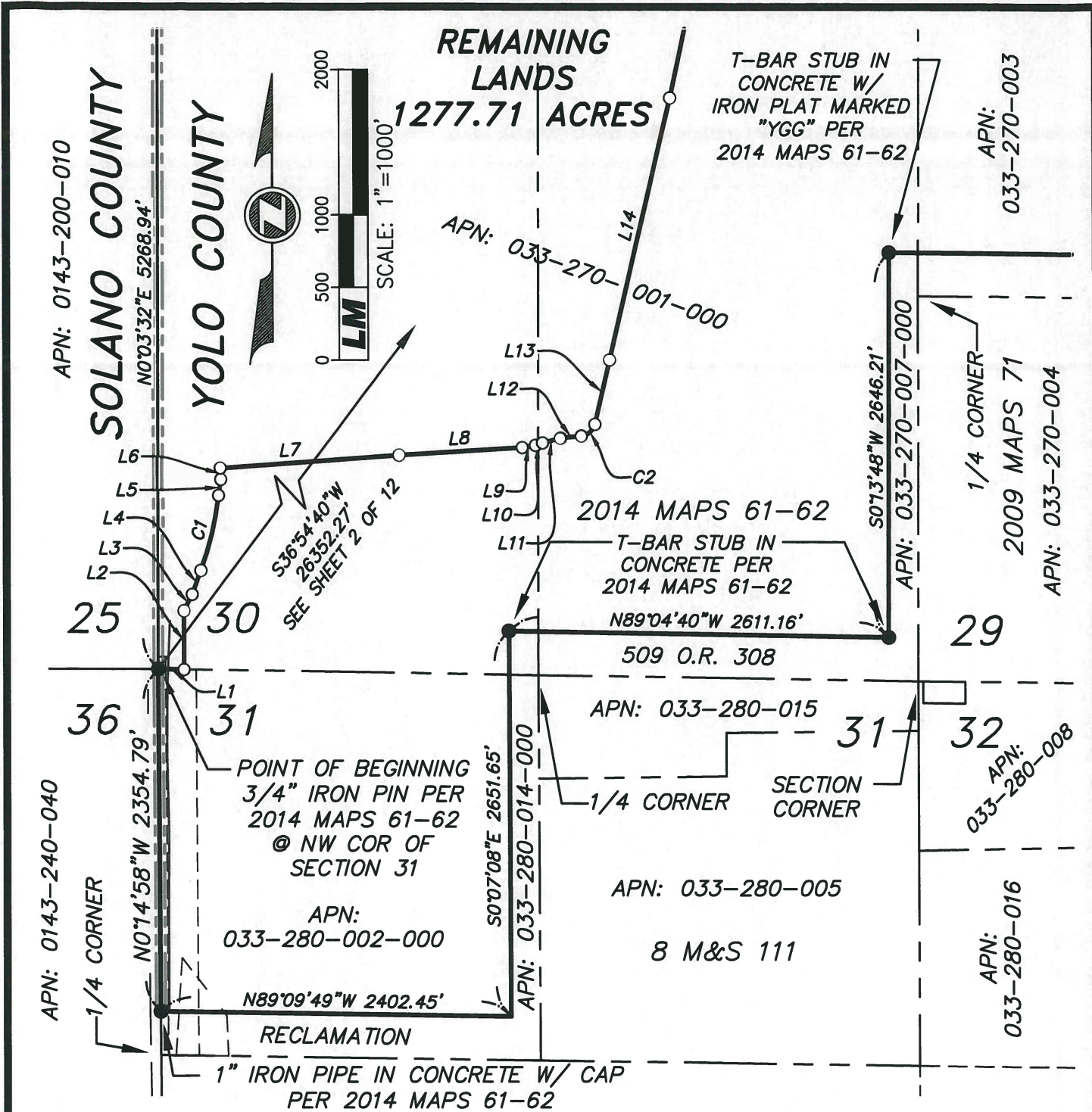


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REMAINING LANDS EXHIBIT FOR WESTLANDS WATER DISTRICT

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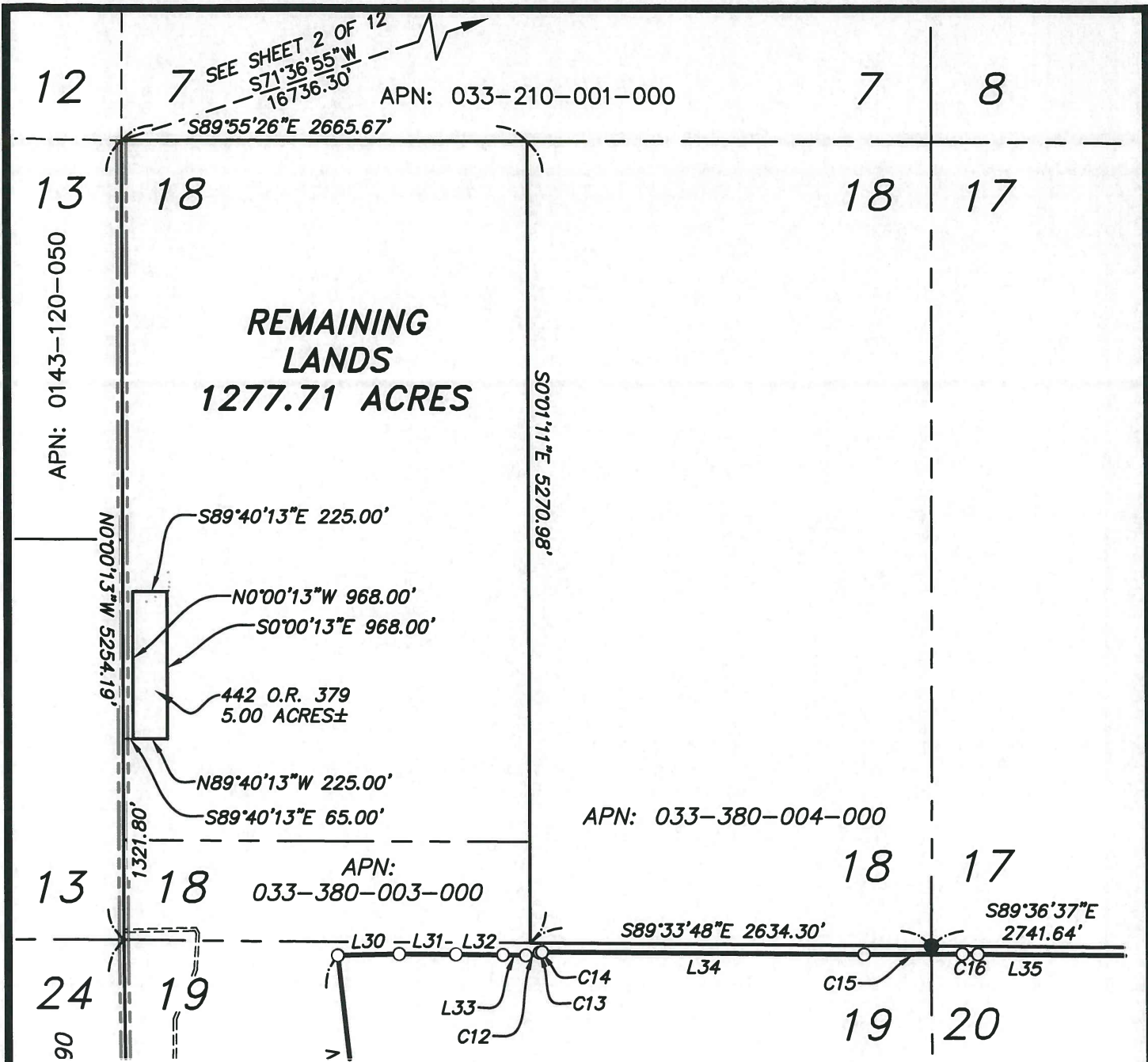


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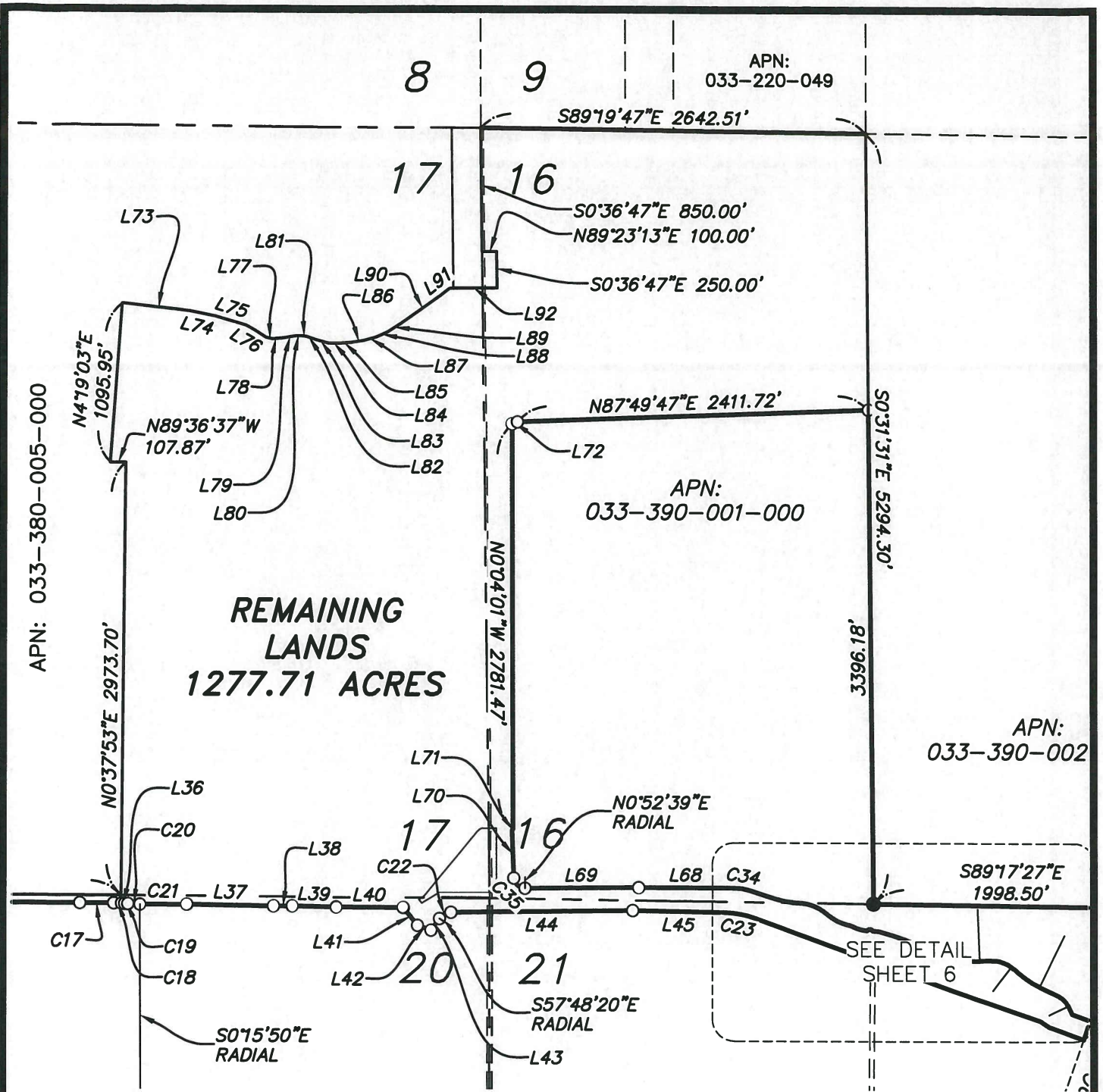


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**REMAINING LANDS EXHIBIT
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**REMAINING LANDS EXHIBIT
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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°05'21"E	176.85'
L2	N0°00'00"E	401.83'
L3	N27°01'23"E	127.22'
L4	N19°53'02"E	176.10'
L5	N7°14'10"E	111.78'
L6	N2°43'06"W	76.62'
L7	N85°50'32"E	1231.55'
L8	N86°18'01"E	846.43'
L9	N81°24'51"E	93.83'
L10	N69°26'58"E	50.48'
L11	N75°10'32"E	129.34'
L12	N84°19'52"E	145.39'
L13	N13°15'01"E	454.97'
L14	N13°03'06"E	1853.32'
L15	N12°02'10"E	1566.88'
L16	N11°41'35"E	256.52'
L17	N28°07'01"W	668.82'
L18	N59°35'09"W	54.53'
L19	S82°15'55"W	18.14'
L20	S58°37'29"W	41.10'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	S79°14'40"W	302.40'
L22	S38°17'44"W	363.40'
L23	S60°17'24"W	170.91'
L24	S46°25'12"W	180.99'
L25	N0°40'29"W	681.78'
L26	N29°55'35"W	94.10'
L27	N12°17'18"W	310.84'
L28	N0°51'27"W	933.26'
L29	S83°57'00"W	335.68'
L30	N88°46'49"E	403.75'
L31	S89°22'57"E	371.29'
L32	S89°22'57"E	312.30'
L33	S88°28'53"E	149.70'
L34	S89°36'18"E	2115.68'
L35	S89°34'17"E	2151.94'
L36	S85°46'05"E	22.30'
L37	S89°03'20"E	593.90'
L38	N89°48'42"E	128.46'
L39	S88°44'10"E	300.68'
L40	S89°31'41"E	461.65'

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**RESTORATION BOUNDARY EXHIBIT
FOR
WESTLANDS WATER DISTRICT**

UNINCORPORATED AREA OF YOLO COUNTY, CALIFORNIA
LM LAUGENOUR AND MEIKLE
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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L41	S38°52'46"E	155.11'
L42	S70°04'32"E	100.00'
L43	N35°40'19"E	98.08'
L44	N89°17'58"E	1247.97'
L45	S88°51'51"E	635.23'
L46	S69°53'56"E	1445.42'
L47	S71°09'31"E	629.03'
L48	S56°19'43"E	75.24'
L49	S70°08'32"E	250.64'
L50	N19°48'14"E	137.49'
L51	N69°50'50"W	134.23'
L52	N26°06'11"W	62.87'
L53	N64°24'08"W	147.34'
L54	N50°16'32"W	21.30'
L55	S87°09'27"W	77.78'
L56	N65°06'25"W	72.91'
L57	N73°24'12"W	95.26'
L58	N86°07'05"W	42.82'
L59	N45°00'00"W	17.25'
L60	N90°00'00"W	17.33'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L61	S45°00'00"W	14.34'
L62	N81°58'07"W	10.76'
L63	N66°45'06"W	12.10'
L64	N73°51'58"W	39.40'
L65	N52°43'20"W	70.32'
L66	N85°59'20"W	64.29'
L67	N72°03'02"W	194.65'
L68	N89°52'17"W	654.59'
L69	S89°31'28"W	779.47'
L70	N2°03'14"W	328.03'
L71	N30°18'26"E	12.93'
L72	N70°12'06"E	37.99'
L73	S83°33'04"E	466.80'
L74	S78°11'33"E	181.60'
L75	S73°35'16"E	215.63'
L76	S61°09'34"E	74.17'
L77	S76°51'00"E	44.10'
L78	N85°35'24"E	67.27'
L79	N80°57'58"E	90.39'
L80	N85°47'36"E	40.98'

ALL DISTANCES, BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, WITH AN EPOCH DATE OF 2010.00. TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00000132.

RESTORATION BOUNDARY EXHIBIT FOR WESTLANDS WATER DISTRICT

UNINCORPORATED AREA OF YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

SHEET 12 OF 14

OCTOBER 20, 2020

#3844-1-1

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L80	N85°47'36"E	40.98'
L81	S82°44'30"E	38.61'
L82	S71°04'56"E	66.80'
L83	S74°45'35"E	89.34'
L84	S88°10'14"E	72.49'
L85	N86°07'54"E	89.64'
L86	N81°07'46"E	86.49'
L87	N74°17'33"E	87.52'
L88	N65°43'15"E	83.94'
L89	N56°59'52"E	105.27'
L90	N54°44'40"E	335.37'
L91	N51°26'35"E	80.95'
L92	N89°23'13"E	326.44'

CURVE TABLE			
CURVE NO.	RADIUS	LENGTH	DELTA
C1	2400.00'	529.79'	12°38'52"
C2	105.00'	130.26'	71°04'51"
C3	328.00'	227.90'	39°48'35"
C4	85.00'	46.69'	31°28'08"
C5	540.00'	207.29'	21°59'40"
C6	430.00'	117.00'	15°35'25"
C7	43.77'	101.59'	132°59'01"
C8	130.00'	40.02'	17°38'17"
C9	287.00'	57.26'	11°25'51"
C10	89.24'	145.45'	93°22'59"
C11	106.02'	159.97'	86°27'15"
C12	203.54'	93.65'	26°21'43"
C13	36.22'	7.63'	12°04'02"
C14	45.87'	8.84'	11°02'53"
C15	41901.96'	646.42'	0°53'02"
C16	3176.15'	102.03'	1°50'26"
C17	17563.27'	235.11'	0°46'01"
C18	662.19'	52.82'	4°34'14"
C19	1989.73'	21.41'	0°36'59"
C20	895.11'	81.12'	5°11'33"

ALL DISTANCES, BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, WITH AN EPOCH DATE OF 2010.00. TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00000132.

**RESTORATION BOUNDARY EXHIBIT
FOR
WESTLANDS WATER DISTRICT**

UNINCORPORATED AREA OF YOLO COUNTY, CALIFORNIA

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SHEET 13 OF 14

OCTOBER 20, 2020

#3844-1-1

CURVE TABLE			
CURVE NO.	RADIUS	LENGTH	DELTA
C21	19126.29'	321.84'	0°57'51"
C22	94.59'	93.54'	56°39'37"
C23	650.00'	215.15'	18°57'55"
C24	145.48'	94.57'	37°14'46"
C25	705.53'	217.15'	17°38'06"
C26	208.20'	149.67'	41°11'15"
C27	750.00'	353.31'	26°59'26"
C28	1400.00'	202.71'	8°17'46"
C29	275.00'	73.04'	15°13'02"
C30	275.00'	34.15'	7°06'52"
C31	250.00'	92.26'	21°08'38"
C32	275.00'	159.67'	33°16'01"
C33	450.00'	109.47'	13°56'19"
C34	350.00'	113.01'	18°30'03"
C35	77.15'	113.30'	84°08'36"

ALL DISTANCES, BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, WITH AN EPOCH DATE OF 2010.00. TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 1.00000132.

**RESTORATION BOUNDARY EXHIBIT
FOR
WESTLANDS WATER DISTRICT**

UNINCORPORATED AREA OF YOLO COUNTY, CALIFORNIA

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SHEET 14 OF 14

OCTOBER 20, 2020

#3844-1-1

ATTACHMENT B

3844-1-1
October 20, 2020

LAND DESCRIPTION

THAT portion of real property situate in the unincorporated area of the County of Yolo, State of California, and being Sections of 19 and 20 and portions of Sections 16, 17, 18, 19, 20, 21, and 30, Township 6 North, Range 3 East, Mount Diablo Base and Meridian, and also being Parcel 7 and portions of Parcels 1, 4 and 5 as described in Document No. 2007-0041518-00, said County Records, being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 18; said point being distant from National Geodetic Survey designation "SHAG" (PID-AE9858), the following two (2) courses and distances: (1) North $28^{\circ}11'33''$ East 33,134.49 feet to National Geodetic Survey designation "ANDREW" (PID-AE9864); and (2) South $71^{\circ}36'55''$ West 16,736.30 feet; thence, from said POINT OF BEGINNING and along the North line of said Section 18, South $89^{\circ}55'26''$ East 2,665.67 feet to the Northeast corner of the West half of said Section 18; thence, along the East line of said West half, South $00^{\circ}01'11''$ East 5,270.98 feet to the Southeast corner of said West half; thence, along the South line said Section 18, South $89^{\circ}33'48''$ East 2,634.30 feet to the Southwest corner of said Section 17; thence, along the South line of said Section 17, South $89^{\circ}36'37''$ East 2,741.64 feet to the Southwest corner of Parcel 8 as described in said Document No. 2007-0041518-00; thence, along the West line of said Parcel 8, the following three (3) courses and distances: (1) North $00^{\circ}37'53''$ East 2,973.70 feet; (2) North $89^{\circ}36'37''$ West 107.87 feet; and (3) North $04^{\circ}19'03''$ East 1,095.95 feet to the Northeast corner of said Parcel 8; thence, along the North line of said Parcel 8, the following twenty (20) courses and distances: (1) South $83^{\circ}33'04''$ East 466.80 feet; (2) South $78^{\circ}11'33''$ East 181.60 feet; (3) South $73^{\circ}35'16''$ East 215.63 feet; (4) South $61^{\circ}09'34''$ East 74.17 feet; (5) South $57^{\circ}23'15''$ East 87.07 feet; (6) South $76^{\circ}51'00''$ East 44.10 feet; (7) North $85^{\circ}35'24''$ East 67.27 feet; (8) North $80^{\circ}57'58''$ East 90.39 feet; (9) North $85^{\circ}47'36''$ East 40.98 feet; (10) South $82^{\circ}44'30''$ East 38.61 feet; (11) South $71^{\circ}04'56''$ East 66.80 feet; (12) South $74^{\circ}45'35''$ East 89.34 feet; (13) South $88^{\circ}10'14''$ East 72.49 feet; (14) North $86^{\circ}07'54''$ East 89.64 feet; (15) North $81^{\circ}07'46''$ East 86.49 feet; (16) North $74^{\circ}17'33''$ East 87.52 feet; (17) North $65^{\circ}43'15''$ East 83.94 feet; (18) North $56^{\circ}59'52''$ East 105.27 feet; (19) North $54^{\circ}44'40''$ East 335.37 feet; and (20) North $51^{\circ}26'35''$ East 80.95 feet to a point on the Westerly projection of the South line of that parcel of land described




Christopher W. Lerch, L.S.

9-10-2021
Date

in Book 7 of said County Official Records at Page 315; thence, along said South line and the Westerly projection thereof, North 89°23'13" East 326.44 feet to the Southeast corner of said parcel of land; thence, along the East line of said parcel of land, the following three (3) courses and distances: (1) North 00°36'47" West 250.00 feet; (2) South 89°23'13" West 100.00 feet; and (3) North 00°36'47" West 850.00 to the Northwest corner of said Section 16; thence, along the North line of said Section 16, South 89°19'47" East 2,642.51 feet to the Northwest corner of the East half of said Section 16; thence, along the West line of said East half, South 00°31'31" East 5,294.30 feet to the Southwest corner thereof; thence, along the South line of said East half, South 89°17'27" East 1,998.50 feet to the Northeast corner of Parcel 3 as described in said Document No. 2007-0041518-00; thence, along the East line of said Parcel 3, South 19°48'14" West 2,804.61 feet to the Southeast corner thereof; thence, along the South line of said Parcel 3, North 89°13'34" West 3,693.43 feet to the Southwest corner of the North half of said Section 21; thence, along the East line of said Section 20, South 00°36'51" West 2,652.29 feet to the Northeast corner of the Northeast Quarter of said Section 29; thence, along the East line of said Northeast Quarter, South 00°29'13" West 2,649.65 feet to the Southeast corner thereof; thence, along the South line of said Northeast Quarter, North 89°26'46" West 2,613.01 feet to the Southwest corner thereof; said point being the Southeast corner of that parcel of land described in Book 509 of said County Official Records at Page 308; thence, along the East line of said parcel of land, North 00°19'33" East 300.00 feet to the Northeast corner thereof; thence, along the North line of said parcel of land, the following five (5) courses and distances: (1) North 89°26'47" West 2,813.52 feet; (2) South 00°13'48" West 2,646.21 feet; (3) North 89°04'40" West 2,611.16 feet; (4) South 00°07'08" East 2,651.65 feet; and (5) North 89°09'49" West 2,402.45 feet to the Northwest corner of said parcel of land; said point being on the West line of said Section 31; thence, along said West line, North 00°14'58" West 2,354.79 feet to the Southwest corner of said Section 30; thence, along the West line of said Section 30, North 00°03'32" East 5,268.87 feet to the Southwest corner of said Section 19; thence, along the West line of said Section 19, North 00°39'32" West 5,269.15 feet to the Southwest corner of said Section 18; thence, along the West line of said Section 18, North 00°00'13" West 5,254.19 feet to said POINT OF BEGINNING.

Containing 3,431.799 acres of land, more or less.

EXCEPTING THEREFROM that parcel of land as described in Book 442 of said County Official Records at Page 379, being more particularly described as follows:

BEGINNING at the Southwest corner of said parcel of land; said point being distant from the Southwest corner of said Section 18, the following two (2) courses and distances; (1) along the West line of said Section 18, North 00°00'13" West 1,321.80 feet; and (2) leaving said West line, South 89°40'13" East 65.00 feet; thence, from said POINT OF BEGINNING and along the West line of said parcel of land, North 00°00'13" West 968.00 feet to the Northwest corner thereof; thence, along the North line of said parcel of land, South 89°40'13" East 225.00 feet to the Northeast corner thereof; thence, along the East line of said parcel of land, South 00°00'13" East 968.00 feet to the Southeast corner thereof; thence, along the South line of said parcel of land, North 89°40'13" West 225.00 feet to said POINT OF BEGINNING.

Containing 5.000 acres of land, more or less.

ALSO EXCEPTING THEREFROM that portion of real property situate in the unincorporated area of the County of Yolo, State of California, and being portions of Sections 16, 19, 20, 21, 29, 30 and 31, Township 6 North, Range 3 East, Mount Diablo Base and Meridian, as shown on that Map filed in Book 2014 of Maps at Pages 61-62, said County Records, and also being portions of Parcels 1, 2, 4 and 5 as described in Document No. 2007-0041518-00, said County Records, being more particularly described as follows:

COMMENCING at a ¾" iron pipe at the Southwest corner of said Section 30; said point being distant from National Geodetic Survey designation "SHAG" (PID-AE9858), the following two (2) courses and distances: (1) North 28°11'33" East 33,134.49 feet to National Geodetic Survey designation "ANDREW" (PID-AE9864); and (2) South 36°54'40" West 26,352.27 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING and along the South line of said Section 30, South 89°05'21" East 176.85 feet; thence, leaving said South line, North 00°00'00" East 401.83 feet; thence North 27°01'23" East 127.22 feet; thence North 19°53'02" East 176.10 feet; thence, along a curve to the left concave Westerly, said curve having a radius of 2,400.00 feet through a central angle of 12°38'52" and having an arc distance of 529.79 feet; thence North 07°14'10" East 111.78 feet; thence North 02°43'06" West 76.62 feet; thence North 85°50'32" East 1,231.55 feet; thence North 86°18'01" East 846.43 feet; thence North 81°24'51" East 93.83 feet; thence North 69°26'58" East 50.48 feet; thence North 75°10'32" East 129.34 feet; thence North 84°19'52" East 145.39 feet; thence, along a curve to the left concave

Northwesterly, said curve having a radius of 105.00 feet through a central angle of $71^{\circ}04'51''$ and having an arc distance of 130.26 feet; thence North $13^{\circ}15'01''$ East 454.97 feet; thence North $13^{\circ}03'06''$ East 1,853.32 feet; thence North $12^{\circ}02'10''$ East 1,566.88 feet; thence North $11^{\circ}41'35''$ East 256.52 feet; thence, along a curve to the left concave Westerly, said curve having a radius of 328.00 feet through a central angle of $39^{\circ}48'35''$ and having an arc distance of 227.90 feet; thence North $28^{\circ}07'01''$ West 668.82 feet; thence, along a curve to the left concave Southwesterly said curve having a radius of 85.00 feet through a central angle of $31^{\circ}28'08''$ and having an arc distance of 46.69 feet; thence North $59^{\circ}35'09''$ West 54.53 feet; thence South $82^{\circ}15'55''$ West 18.14 feet; thence South $58^{\circ}37'29''$ West 41.10 feet; thence South $79^{\circ}14'40''$ West 302.40 feet; thence South $38^{\circ}17'44''$ West 363.40 feet; thence, along a curve to the right concave Northwesterly said curve having a radius of 540.00 feet through a central angle of $21^{\circ}59'40''$ and having an arc distance of 207.29 feet; thence South $60^{\circ}17'24''$ West 170.91 feet; thence, along a curve to the left concave Southeasterly said curve having a radius of 430.00 feet through a central angle of $15^{\circ}35'25''$ and having an arc distance of 117.00 feet; thence South $46^{\circ}25'12''$ West 180.99 feet; thence, along a non-tangent curve to the right concave Northeasterly the radial line of said curve bears North $41^{\circ}37'11''$ West, said curve having a radius of 43.77 feet through a central angle of $132^{\circ}59'01''$ and having an arc distance of 101.59 feet; thence North $00^{\circ}40'29''$ West 681.78 feet; thence North $29^{\circ}55'35''$ West 94.10 feet; thence, along a curve to the right concave Easterly said curve having a radius of 130.00 feet through a central angle of $17^{\circ}38'17''$ and having an arc distance 40.02 feet; thence North $12^{\circ}17'18''$ West 310.84 feet; thence, along a curve to the right concave Easterly said curve having a radius of 287.00 feet through a central angle of $11^{\circ}25'51''$ and having an arc distance of 57.26 feet; thence North $00^{\circ}51'27''$ West 933.26 feet; thence, along a non-tangent curve to the left concave Southwesterly the radial line of said curve bears South $87^{\circ}06'28''$ West, said curve having a radius of 89.24 feet through a central angle of $93^{\circ}22'59''$ and having an arc distance of 145.45 feet; thence South $83^{\circ}57'00''$ West 335.68 feet; thence, along a non-tangent curve to right concave Northeasterly the radial line of said curve bears North $02^{\circ}25'22''$ West, said curve having a radius of 106.02 feet through a central of $86^{\circ}27'15''$ and having an arc distance of 159.97 feet; thence North $06^{\circ}17'15''$ West 2,373.59 feet; thence North $88^{\circ}46'49''$ East 403.75 feet; thence South $89^{\circ}22'57''$ East 371.29 feet; thence South $89^{\circ}22'57''$ East 312.30 feet; thence South $88^{\circ}28'53''$ East 149.70 feet; thence, along a curve to the left concave Northerly said curve having a radius of 203.54 feet through a central angle of $26^{\circ}21'43''$ and having an arc distance of 93.65 feet; thence, along a curve to the right concave Southerly said curve having a radius of 36.22 feet through a central angle of $12^{\circ}04'02''$ and having an arc distance of 7.63 feet; thence, along a curve to the right concave Southerly said curve having a radius of 45.87 feet through a

central angle of $11^{\circ}02'53''$ and having an arc distance of 8.84 feet; thence South $89^{\circ}36'18''$ East 2,115.68 feet; thence, along a curve to the left concave Northerly said curve having a radius of 41,901.96 feet through a central angle of $00^{\circ}53'02''$ and having an arc distance of 646.42 feet; thence, along a curve to the right concave Southerly said curve having a radius of 3,176.15 feet through a central angle of $01^{\circ}50'26''$ and having an arc distance of 102.03 feet; thence South $89^{\circ}34'17''$ East 2,151.94 feet; thence, along a curve to the left concave Northerly said curve having a radius of 17,563.27 feet through a central angle of $00^{\circ}46'01''$ and having an arc distance of 235.11 feet; thence, along a curve to the right concave Southerly said curve having a radius of 662.19 feet through a central angle of $04^{\circ}34'14''$ and having an arc distance of 52.82 feet; thence South $85^{\circ}46'05''$ East 22.30 feet; thence, along a curve to the right concave Southerly said curve having a radius of 1,989.73 feet through a central angle of $00^{\circ}36'59''$ and having an arc distance of 21.41 feet; thence, along a curve to the left concave Northerly said curve having a radius of 895.11 feet through a central angle of $05^{\circ}11'33''$ and having an arc distance of 81.12 feet; thence, along a non-tangent reverse curve to the right concave Southerly the radial line of said curve bears South $00^{\circ}15'50''$ East, said curve having a radius of 19,126.29 feet through a central angle of $00^{\circ}57'51''$ and having an arc distance of 321.84 feet; thence South $89^{\circ}03'20''$ East 593.90 feet; thence North $89^{\circ}48'42''$ East 128.46 feet; thence South $88^{\circ}44'10''$ East 300.68 feet; thence South $89^{\circ}31'41''$ East 461.65 feet; thence South $38^{\circ}52'46''$ East 155.11 feet; thence South $70^{\circ}04'32''$ East 100.00 feet; thence North $35^{\circ}40'19''$ East 98.08 feet; thence, along a non-tangent curve to the right concave Southeasterly the radial line of said curve bears South $57^{\circ}48'20''$ East, said curve having a radius of 94.59 feet through a central angle of $56^{\circ}39'37''$ and having an arc distance of 93.54 feet; thence North $89^{\circ}17'58''$ East 1,247.97 feet; thence South $88^{\circ}51'51''$ East 635.23 feet; thence, along a curve to the right concave Southerly said curve having a radius of 650.00 feet through central $18^{\circ}57'55''$ and having an arc distance of 215.15 feet; thence South $69^{\circ}53'56''$ East 1,445.42 feet; thence South $71^{\circ}09'31''$ East 629.03 feet; thence South $56^{\circ}19'43''$ East 75.24 feet; thence South $70^{\circ}08'32''$ East 250.64 feet to the Westerly line of a toe drain easement as described in Book 687 of Official Records at Page 438, said County Records; thence, along said Westerly line, North $19^{\circ}48'14''$ East 137.49 feet; thence, leaving said Westerly line, North $69^{\circ}50'50''$ West 134.23 feet; thence North $26^{\circ}06'11''$ West 62.87 feet; thence, along a non-tangent curve to the left concave Southwesterly the radial line of said curve bears South $64^{\circ}05'21''$ West, said curve having a radius of 145.48 feet through a central angle $37^{\circ}14'46''$ and having an arc distance of 94.57 feet; thence North $64^{\circ}24'08''$ West 147.34 feet; thence, along a non-tangent curve to the right concave Northeasterly the radial line of said curve bears North $26^{\circ}04'47''$ East, said curve having a radius of 705.53 feet through a central angle of $17^{\circ}38'06''$ and having an arc distance of 217.15 feet; thence North $50^{\circ}16'32''$

West 21.30 feet; thence, along a non-tangent curve to the left concave Southerly the radial line of said curve bears South 37°58'58" West, said curve having a radius of 208.20 feet through a central angle of 41°11'15" and having an arc distance of 149.67 feet; thence South 87°09'27" West 77.78 feet; thence, along a non-tangent curve to the right concave Northerly the radial line of said curve bears North 02°05'51" West, said curve having a radius of 750.00 feet through a central angle of 26°59'26" and having an arc distance of 353.31 feet; thence North 65°06'25" West 72.91 feet; thence, along a curve to the left concave Southerly said curve having a radius of 1,400.00 feet through a central angle of 08°17'46" and having an arc distance 202.71 feet; thence North 73°24'12" West 95.26 feet; thence North 86°07'05" West 42.82 feet; thence North 45°00'00" West 17.25 feet; thence North 90°00'00" West 17.33 feet; thence South 45°00'00" West 14.34 feet; thence North 81°58'07" West 10.76 feet; thence, along a curve to the right concave Northerly said curve having a radius of 275.00 feet through a central angle of 15°13'02" and having an arc distance of 73.04 feet; thence North 66°45'06" West 12.10 feet; thence, along a curve to the left concave Southerly said curve having a radius of 275.00 feet though a central angle of 07°06'52" and having an arc distance of 34.15 feet; thence North 73°51'58" West 39.40 feet; thence, along a curve to the right concave Northeasterly said curve having a radius of 250.00 feet through a central angle of 21°08'38" and having an arc distance of 92.26 feet; thence North 52°43'20" West 70.32 feet; thence, along a curve to the left concave Southerly said curve having a radius of 275.00 feet through a central angle of 33°16'01" and having an arc distance of 159.67 feet; thence North 85°59'20" West 64.29 feet; thence, along a curve to the right concave Northerly said curve having a radius of 450.00 feet through a central angle of 13°56'19" and having an arc distance of 109.47 feet; thence North 72°03'02" West 194.65 feet; thence, along a curve to the left concave Southerly said curve having a radius of 350.00 feet through a central angle of 18°30'03" and having an arc distance of 113.01 feet; thence North 89°52'17" West 654.59 feet; thence South 89°31'28" West 779.47 feet; thence, along a non-tangent curve to the right concave Northeasterly the radial line of said curve bears North 00°52'39" East, said curve having a radius of 77.15 feet through a central angle of 84°08'36" and having an arc distance of 113.30 feet; thence North 02°03'14" West 328.03 feet; thence North 30°18'26" East 12.93 feet; thence North 00°04'01" West 2,781.47 feet; thence North 70°12'06" East 37.99 feet; thence North 87°49'47" East 2,411.72 feet to the East line of the West half of said Section 16; thence, along said East line, South 00°31'31" East 3,396.18 feet to a $\frac{3}{4}$ " rebar with 1 $\frac{1}{2}$ " aluminum cap stamped L.S. 7906 at the Southeast corner of said West half; thence, along the South line of the East half of said Section 16, South 89°17'27" East 1,998.50 feet to the Northeast corner of said Parcel 3; thence, along the East line of said Parcel 3, South 19°48'14" West 2,804.62 feet to the Southeast corner of said Parcel 3, said corner also being on

the South line of the North half of said Section 21; thence, along said South line, North 89°13'34" West 3,693.43 feet to the West Quarter corner of said Section 21; thence, along the West line of said Section 21, South 00°36'51" West 2,652.30 feet to the Southwest corner of said Section 21; thence, along the East line of said Section 29, South 00°29'14" West 2,649.65 feet to the East Quarter corner of said Section 29; thence, along the South line of the Northeast Quarter of said Section 29, North 89°26'46" West 2,613.01 feet to the East line of that Parcel of Land as described in Book 509 of said County Official Records at Page 308 as shown on said Map; thence, along said East line, North 00°19'33" East 300.00 feet to the Northeast corner of said Parcel of Land; thence, along the North line of said Parcel of Land the following five (5) courses and distances: 1) North 89°26'47" West 2,813.52 feet; 2) South 00°13'48" West 2,646.21 feet; 3) North 89°04'40" West 2,611.16 feet; 4) South 00°07'08" East 2,651.65 feet; and 5) North 89°09'49" West 2,402.45 feet to a 1" iron pipe at the Northwest corner of said Parcel of Land, said corner also being on the West line of said Section 31; thence, along said West line, North 00°14'58" West 2,354.79 feet to the POINT OF BEGINNING.

Containing 2,149.09 acres of land, more or less.

Remaining area contains 1,277.71 acres of land, more or less.

All bearings and coordinates shown herein are grid and based on the California Coordinate System of 1983, Zone 2, with an epoch date of 2010.00. All distances are ground and shown in United States survey feet (sft). To obtain grid distances, multiply ground distances by the combination factor of 1.00000132.

The basis of bearings for this description is the grid bearing between said National Geodetic Survey designations "SHAG" and "ANDREW". Said "SHAG" having coordinates North (Y) 1,873,657.99 sft and East (X) 6,649,623.20 sft. Said "ANDREW" having coordinates North (Y) 1,902,861.60 sft and East (X) 6,665,277.16 sft. Said grid bearing being North 28°11'33" East as determined from National Geodetic Survey data sheets.

End of description.