

Yolo County Agreement No. __ - __

Yolo Habitat Conservancy Agreement No. 25-13

MEMORANDUM OF UNDERSTANDING REGARDING CONSERVATION AND RESTORATION ACTIVITIES AT THE HALLER MULLER PROPERTY

This Memorandum of Understanding (“MOU”) is dated for reference purposes only as of December 8, 2025 by and between the County of Yolo (“County”) and the Yolo Habitat Conservancy (“Conservancy”) (collectively, the “Parties”).

RECITALS

WHEREAS, on December 29, 1998, the County and Teichert Land Company recorded a habitat conservation easement (“Original Conservation Easement”, DOC-98-0038629-00) on 121 acres of land along Cache Creek and within the Cache Creek Area Plan (“CCAP”) boundaries, located within the 124.157-acre property currently identified as the Haller Muller site (the “Property”);

WHEREAS, on July 18, 2024, the Teichert Land Company transferred ownership of the Property to the County as documented in the Grant Deed recorded on July 18, 2024 (DOC-2024-0012427);

WHEREAS, on December 20, 2014, the Yolo County Board of Supervisors adopted a resolution (Resolution No. 14-126) supporting a conservation partnership with the Yolo Habitat Conservancy in connection with implementation of the Yolo Habitat Conservation Plan and Natural Community Conservation Plan (“Yolo HCP/NCCP”);

WHEREAS, the partnership envisioned in Resolution No. 14-126 included enrolling sites in the Yolo HCP/NCCP reserve system with the establishment of Yolo HCP/NCCP habitat conservation easements on between 250 and 660 acres of County-owned land within the area covered by Cache Creek Area Plan (“CCAP”), including associated management and related activities;

WHEREAS, the Yolo HCP/NCCP was subsequently approved and is now being implemented by the Yolo Habitat Conservancy; and

WHEREAS, the purpose of this MOU is to confirm the County and the Conservancy’s mutual interest in upgrading the Original Conservation Easement with a habitat conservation easement that meets the standards of the Yolo HCP/NCCP (“HCP/NCCP Conservation Easement”) and allowing the Conservancy to conduct habitat restoration activities on the Property, and to provide a revocable license for Conservancy staff and contractors to access the Property to conduct due diligence activities as required prior to finalizing and recording the HCP/NCCP Conservation Easement.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. **Purpose.** The Conservancy desires to replace the Original Conservation Easement on the Property with a HCP/NCCP Conservation Easement and to obtain the right to use portions of the Property as habitat restoration areas and for the relocation of elderberry shrubs to be transplanted by third parties (“Transplanting”). The Transplanting is anticipated to include additional plantings of elderberry shrubs and native plants, along with all maintenance reasonably necessary to ensure the successful establishment of such plants. The County is amenable to providing, through a revocable license arrangement, all access to the Property that may reasonably be required for Conservancy representatives and third parties to access the property for the purposes of completing due diligence activities for the HCP/NCCP Conservation Easement and to identify areas suitable for future plantings of elderberry shrubs. The County is also amenable to working in collaboration with the Conservancy to provide for permanent conservation and management of the site through a habitat conservation easement.

As set forth in more detail below, the access rights and related rights set forth above are subject to the terms set forth herein, including but not limited to the indemnity, defense, and waiver of liability provisions. This MOU shall take effect on the date that it is fully executed by the Parties (the “Effective Date”).

2. **Permitted Use of Property.** The Conservancy and its authorized designees (subject to Section 3, below) may conduct reasonable and customary due diligence activities on the Property as deemed appropriate by the Conservancy, in its reasonable discretion, to establish the HCP/NCCP Conservation Easement as part of implementation of the Yolo HCP/NCCP. The Conservancy and its authorized designees, including but not limited to biologists and other contractors retained by the Conservancy or any participant (including special participating entities) in implementation of the Yolo HCP/NCCP, may also access and use portions of the Property to identify areas suitable for habitat restoration and Transplanting and to transport equipment, personnel, and materials necessary to implement the habitat restoration and Transplanting. This right of access for the purpose of due diligence activities necessary prior to finalization of the HCP/NCCP Conservation Easement and all activities associated with habitat restoration and Transplanting prior to recording of the HCP/NCCP Conservation Easement shall constitute a license subject to revocation at any time by the County Administrator or its authorized designee(s). The Conservancy’s rights under the license include the right to access and perform all work required to sustain the plants and any other restoration project components over time, including for purposes of invasive weed control, erosion reduction, and other reasonably related purposes. Conservancy shall not store equipment or materials on the Property or engage in any other use not expressly set forth herein without written approval of the County Administrator or its authorized designee.

The license shall be limited in scope as set forth in this Section 2 and shall exist until terminated by County or until the HCP/NCCP Conservation Easement is recorded on the Property. Once the HCP/NCCP Conservation Easement is recorded on the Property, the HCP/NCCP Conservation Easement shall include all necessary access rights and the associated site-specific management plan, together with the Conservation Easement, shall dictate the permitted uses and restrictions of the Property.

3. **Contractors and Subcontractors.** Third parties, including but not limited to one or more contractors and possibly subcontractors retained by the Conservancy or entities that receive take authorization through the Yolo HCP/NCCP, are expected to carry out the work described generally above. The Conservancy and/or County, as appropriate, will cooperate to provide such third parties access to the Property upon their receipt of an executed version of the attached certification evidencing their acknowledgement and consent to be bound by all of the terms and conditions of this MOU (**Attachment A**). Nothing in this MOU shall be interpreted to modify the rights and obligations of the Conservancy and such third parties under other agreements entered into for purposes of completing the work described herein.

4. **Release.** In consideration for allowing the Conservancy to use the Property as set forth in Section 2, above, the Conservancy releases from liability and waives any right to sue the County, its officers, employees, contractors, and agents (“Released Parties”) for any claim, demand, or action, including negligence, for any injury, illness, death, property damage, loss or expense, including attorneys’ fees, the Conservancy or any of its employees, agents, contractors (including all subcontractors), officers or volunteers may suffer or that may result from the Conservancy’s use of the Property, wherever or however such loss may occur.

5. **Assumption of Risk.** The County makes no representations or warranties as to the suitability or safety of the Property for the Conservancy’s intended use. The Conservancy understands the risks associated with its use and any activity incidental to the use, and that these risks may at times result in injury, illness, death or property damage. The Conservancy acknowledges that these risks include negligent emergency or medical care. Nonetheless, the Conservancy assumes all risks, whether known or unknown, of using the Property or any activity incidental to use of the Property.

6. **Indemnification.** The Conservancy agrees to indemnify, defend, assume all liability for and hold harmless the Released Parties from all actions, claims, losses, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons or property, which may be caused by the Conservancy’s activities arising out of or in connection with the Conservancy’s use of the Property, whether such activities or performance of those activities is by the Conservancy or anyone directly or indirectly employed or under contract with or volunteering for the Conservancy, and whether such damage or claim shall accrue or be discovered before or after the Conservancy’s use of the Property is complete. The Conservancy specifically, and not by way of limitation, agrees that it shall be responsible for the repair, maintenance and cleanup of any condition caused by its use of the Property.

7. **Property Conservation and Management.** Subsequent to the execution of this MOU, the County Administrator or their authorized designee(s) shall cooperate in good faith with the Conservancy Executive Director or their authorized designee(s) to allow for the completion of due diligence activities and to take all steps necessary to finalize and execute (upon subsequent approval of their respective governing boards, if necessary) a habitat conservation easement of perpetual duration on the Property. The County Administrator and Conservancy Executive Director are authorized to coordinate with County Counsel and Conservancy Counsel to make minor modifications as needed to the draft Conservation Easement (**Attachment B**) provided

such modifications are consistent with the purpose of this MOU, as set forth in Section 1, above, and take any further actions necessary to enroll the Property into the Yolo HCP/NCCP reserve system. The Conservancy shall bear all costs (excluding County staff time) associated with the preparation and recording of the habitat conservation easement and any related documents, such as a management plan.

At all times subsequent to execution of this MOU, the County shall avoid any activities that may impair or otherwise jeopardize the successful completion and maintenance over time of the restoration work described herein. The Parties recognize and agree that the Conservation Easement may confer additional access and/or other rights on the Conservancy and its officers, employees, contractors, and agents, and this MOU shall not be interpreted to limit or impair any such rights.

8. Liens. The Conservancy shall not permit to be placed against the Property, or any part thereof, any mechanics', materialmen's, contractors' or subcontractors' liens with regard to the Conservancy's actions on the Property. The Conservancy agrees to hold the County harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

9. Compliance with Laws/Permits. The Conservancy shall, in all activities related to its use of the Property, comply and cause its agents, employees and volunteers to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, the Conservancy, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities related to the Conservancy's use of the Property.

10. Related Actions. The Parties agree to take all actions not described with particularly herein that may be reasonably necessary to effectuate the purpose of this MOU, as set forth in Section 1, above.

11. Miscellaneous. The release, assumption of risk, and indemnity provisions set forth in Sections 4-6, above, are intended to be as broad and inclusive as permitted by law and, if any provision of this MOU is held invalid, the balance shall continue in full legal force and effect. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same purposes and intention of the invalid provision. This MOU shall be interpreted in accordance with the laws of the State of California.

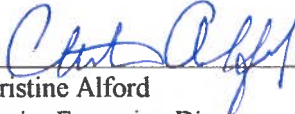
(Signatures provided on the following page)

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates set forth below.

COUNTY OF YOLO

YOLO HABITAT CONSERVANCY

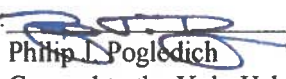
By: _____
Mike Webb
County Administrator

By:  _____
Christine Alford
Interim Executive Director

APPROVED AS TO FORM

APPROVED AS TO FORM

By:  _____
Eric May
Senior Deputy County Counsel

By:  _____
Philip L. Pogledich
Counsel to the Yolo Habitat Conservancy

ATTACHMENT A

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION AND AGREEMENT TO BE
BOUND BY TERMS OF THE MEMORANDUM OF UNDERSTANDING**

On behalf of _____ (“Sublicensee”), the undersigned represents and warrants as follows:

1. They are legally authorized to bind Sublicensee to all of the terms and conditions of the MOU that are applicable to the Yolo Habitat Conservancy (“Conservancy”);
2. They have carefully read, understand, and accept all of the terms and conditions of the MOU, including but not limited to the release, assumption of risk, and indemnity provisions set forth in Sections 4-6 thereof; and
3. They will comply with all of the terms and conditions of the MOU in accessing the Haller Muller property and performing any work associated with due diligence or other activities that support the establishment and management of the proposed conservation easement or with the habitat restoration at the property pursuant to a separate contract with the Conservancy or other third parties, and will add the County as an additional named insured to all policies of insurance obtained pursuant to any Conservancy contract.

Dated: _____

Name: _____

Title: _____