

Yolo County Agreement No. __-__

Yolo Habitat Conservancy Agreement No. __-__

**MEMORANDUM OF UNDERSTANDING REGARDING ACQUISITION AND PERMANENT
CONSERVATION OF THE HAWK CREEK PROPERTY**

This Memorandum of Understanding (“MOU”) is dated for reference purposes only as of February 10, 2026 by and between the County of Yolo (“County”) and the Yolo Habitat Conservancy (“Conservancy”) (collectively, the “Parties”).

RECITALS

WHEREAS, PAI Hawk Creek Ranch, LLC owns property along Cache Creek, including an approximately 63-acre portion of Assessor’s Parcel Number (“APN”) 025-440-086 which is located north of the Magnolia Canal (“Hawk Creek Property”) that they are willing to sell to a local government agency; and

WHEREAS, the Hawk Creek Property is located within a priority acquisition area for the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“Yolo HCP/NCCP”) and provides both existing habitat that supports Yolo HCP/NCCP covered species and potential habitat restoration opportunities that would be permanently conserved if enrolled in the Yolo HCP/NCCP reserve system with a conservation easement held by the Yolo Habitat Conservancy; and

WHEREAS, the Hawk Creek Property is located within the Cache Creek Area Plan (“CCAP”) boundary and acquisition of the Hawk Creek Property would provide the County with an opportunity to extend a portion of the Cache Creek Parkway; and

WHEREAS, on December 2, 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 HCP/NCCP; and

WHEREAS, the partnership envisioned in Resolution No. 14-126 identified, among other things, that the County may contribute CCAP funding towards acquisition of conservation easements, if funding is available and the acquisition is consistent with the CCAP; and

WHEREAS, the fee title acquisition and establishment of an HCP/NCCP conservation easement on the Hawk Creek Property is of mutual interest to the Parties’ implementation of the CCAP and Yolo HCP/NCCP; and

WHEREAS, this MOU is limited in scope to the administrative actions and allocation of financial responsibilities amongst the Parties as necessary to complete acquisition of the Hawk Creek Property; and

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. **Purpose.** Through their respective governing boards, the County and Conservancy enter into this MOU to ensure a common understanding regarding the general terms of their collaborative effort to acquire interests in the Hawk Creek Property.

2. **Administrative Responsibilities.**

- A. Purchase and Sale Agreement. County shall lead the preparation of a Purchase and Sale Agreement as the Buyer of the Hawk Creek Property and enter into Purchase and Sale Agreement with the Seller that identifies the Conservancy as a third-party beneficiary that is afforded the same rights as the County to conduct due diligence activities on the Property.
- B. The Conservancy is responsible for leading the preparation of the conservation easement, site-specific management plan, and baseline conditions report and obtaining approvals for these documents from California Department of Fish and Wildlife and US Fish and Wildlife Service. The Conservancy is also responsible for the completion of any other tasks or documents that pertain specifically to the establishment of a Yolo HCP/NCCP conservation easement on the property. The Conservancy will work closely with the County and its representatives to ensure that the conservation easement and site-specific management plan collectively address post-acquisition management of the site in a manner that achieves the habitat conservation and compatible recreation and public access objectives of the Parties.
- C. The Conservancy shall be responsible for contracting the services of a licensed surveyor to prepare the map and legal survey description for the property and an access agreement on the County's adjacent property for the purposes of accessing the property for monitoring and management of the conservation easement values.
- D. The County will prepare the documents necessary (excepting the survey noted above) to subdivide the existing parcel to allow the County to assume fee title to the Property.
- E. The County and Conservancy will jointly prepare escrow instructions, coordinating with the landowner as needed, and the County shall provide those instructions to the Escrow Officer that outline the required documents necessary to complete the acquisition and distribution of original documents and funds at the close of escrow.
- F. To the extent not specifically set forth herein, the administrative responsibilities of the Parties shall be as described in the Purchase and Sale Agreement.

3. **Financial Responsibilities.**

- A. Purchase Price: The total purchase price shall be \$252,000 with \$220,500 of the purchase price shall be deposited into an escrow account as the County's contribution toward the acquisition and \$31,500 of the purchase price shall be deposited into the same escrow account as the Conservancy's Contribution. The timing of such contributions shall be as set forth in the Purchase and Sale Agreement or, if different, the escrow instructions.
- B. County's Financial Responsibilities:
 - i. Its own staff and consultant costs
 - ii. The title insurance policy;
 - iii. 25% of the cost of Property survey and preparation of associated legal description; the cost of recording the deed.

- C. Conservancy's Financial Responsibilities:
 - i. Its own staff and consultant costs
 - ii. Costs associated with any due diligence activity costs conducted solely for the benefit of the Conservancy or conducted solely to fulfill HCP/NCCP requirements.
 - iii. 25% of the cost of Property survey and preparation of associated legal description

To the extent not specifically set forth herein, the financial responsibilities of the Parties shall be as described in the Purchase and Sale Agreement. For items where financial responsibility is split amongst the parties, the reimbursement of funds shall be addressed at the close of escrow. Each party shall be solely responsible for its own attorneys' fees and, except as expressly provided herein or in the Purchase and Sale Agreement, for other fees arising from professional services associated with the transaction.

4. Term and Termination.

- A. **Term.** This MOU shall expire at the close of escrow unless otherwise terminated by the Seller or by either party as described below.
- B. **Termination.** Either party may, by action of a majority of its governing board, terminate this MOU, with or without cause, by giving sixty days prior written notice to the other party.

5. Related Actions.

- A. **Additional Approvals.** The Conservancy's Executive Director and the County's Director of General Services or their designee must mutually agree upon the contents of the site-specific management plan and the baseline conditions report and the governing board of each of the Parties must approve of the final form of the conservation easement prior to the close of escrow.
- B. **Additional Actions.** The Parties agree to collaborate in good faith and 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.

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 J. Pogledich
 Counsel to the Yolo Habitat Conservancy