

RECORDING REQUESTED BY:

Yolo County Board of Supervisors
Courier #61

WHEN RECORDED RETURN TO:

Yolo County Board of Supervisors
Courier #61



Yolo Recorder's Office

Jesse Salinas, County Recorder

DOC- 2016-0029180-00

Acct 133-Yolo Co BOS

Thursday, OCT 06, 2016 10:44:00

Ttl Pd \$0.00 Rcpt # 0001219607

FRT/R6/1-6

***FROM THIS POINT AND ABOVE IS FOR RECORDERS**

Agreement No. 16-157

Ag Preserve No. 31

APN: 033-390-002

Williamson Act Open Space Agreement

Reynier Fund, LLC

(Yolo Flyway Farms Restoration Project)

CONFORMED COPY
NOT COMPARED
WITH ORIGINAL

Recording Requested by Yolo County Counsel
and when recorded mail to:
Clerk of the Court
625 Court St. room 204
Woodland, CA 95695

FILED

OCT 06 2016

AGREEMENT NO. 16- 157

WILLIAMSON ACT OPEN SPACE AGREEMENT

BY *Rigita Ramirez* CLERK OF THE BOARD
DEPUTY

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of September, 2016 between the County of Yolo, a political subdivision of the State of California (hereinafter "County"), and Reynier Fund, LLC (hereinafter "Owner").

RECITALS

WHEREAS, Owner is the legal owner of real property ("Property") of Assessor's Parcel No. 033-390-002 in Agricultural Preserve No. 031 as originally established by a Land Use Contract (Agreement No. 78-37), which incorporated portions of Yolo County Resolution No. 98-12, recorded in Volume 1292 on Page 296, in the Yolo County Official Records on February 21, 1978, which is binding on successors in interest;

WHEREAS, Owner intends to conduct the Yolo Flyway Farms Restoration Project ("Project") on the Property, which is part of a larger 3,795-acre Lower Yolo Restoration Project proposed by the State and Federal Contractors Water Agency (SFCWA) on behalf of the California Department of Water Resources and the U.S. Bureau of Reclamation;

WHEREAS, the County Board of Supervisors approved a Use Permit/Flood Hazard Development Permit with the Conditions of Approval for the project;

WHEREAS, the Property's current Williamson Act Contract restricts use of the property for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the lands within the preserve and subject to the contract;

WHEREAS, the County's Habitat Mitigation Ordinance requires that the project must seek approval of an amended Williamson Act contract or other appropriate action to authorize open space use;

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 required by Government Code section 51223;

WHEREAS, the Project site is a "managed wetland area" (i.e. "an area, which may be an area diked off from the ocean or any bay, river or stream to which water is occasionally admitted, and which, for at least three consecutive years immediately prior to being placed within an agricultural preserve pursuant to this chapter, was used and maintained as a waterfowl hunting preserve or game refuge or for agricultural purposes"), and therefore considered "open space" under Government Code Section 51201(i) & (o), which open space uses will be achieved by the project;

WHEREAS, the Project site is considered a “submerged area” (i.e. “any land determined by the board or council to be submerged or subject to tidal action and found by the board or council to be of great value to the state as open space”), and therefore considered “open space” under Government Code section 51201(j) & (o), which open space uses will be achieved by the Project;

WHEREAS, the 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;

WHEREAS, both Owner and County desire to rescind the existing Williamson Act contract and enter into an open space contract that is at least as restrictive as the current contract, pursuant to Government Code section 51254.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:


1. As to the subject property, Owner hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of Agreement No. 78-37, which are hereby incorporated by reference to this new Agreement.
2. This Agreement also includes the following paragraphs:
 - a. Notwithstanding any provision to the contrary in Resolution No. 72-4, IT IS FURTHER AGREED that no new development during the period the contract is in effect shall be allowed on the 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 provided by local rules or ordinances. 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.
 - b. 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.
 - c. Owner, upon request of the County, shall provide information relating to Owner’s obligations under this Agreement to assist the County in determining value for assessment purposes or to determine continued eligibility under the Williamson Act.

- d. Owner represents that s/he properly holds legal title to the subject real property and all necessary persons have executed this Agreement. Owner agrees to indemnify, defend, and save harmless the County from any and all claims, suits, or losses caused by prior claims of other owners or security holders.
- e. All notices to be given to the Owner regarding 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 as set forth above.

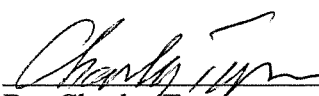
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF YOLO

OWNER:
Reynier Fund, LLC



Jim Provenza, Chair
Board of Supervisors



By: Charles Tyson

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors
By  _____
(Seal)
Deputy

Approved as to Form:
Philip J. Pogledich, County Counsel

By  _____
Eric May, Senior Deputy County Counsel

Please see attached Acknowledgment
or Jurat

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.

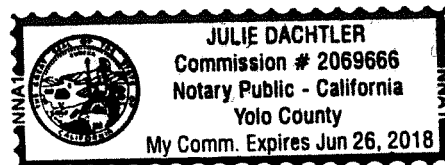
State of California)
County of Yolo)

On September 27, 2016, before me, Julie Dachtler, Notary Public, personally appeared JIM PROVENZA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Chair of the Yolo County Board of Supervisors, and that by his signature on the instrument the County of Yolo 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.

Julie Dachtler
(SEAL)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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.

State of California }

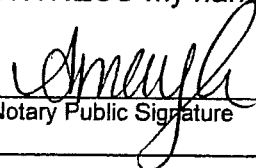
County of Yolo }

On Sep 23, 2016 before me, Elsa Uriarte Notary Public
(Here insert name and title of the officer)

personally appeared Charles P. Tysor
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.

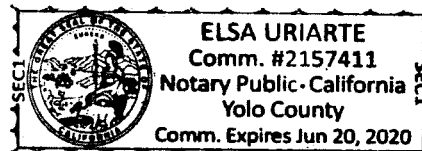
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.