YOLO HABITAT CONSERVANCY

AGENDA

November 16, 2026

BOARD MEMBERS
CHAIR, LUCAS FRERICHS, COUNTY OF YOLO
VICE CHAIR, DAVID MORENO, CITY OF WOODLAND
MARY VIXIE SANDY, COUNTY OF YOLO
LINDA DEOS, CITY OF DAVIS
VERNA SULPIZIO HULL, CITY OF WEST SACRAMENTO
RICHARD CASAVECCHIA, CITY OF WINTERS
MABEL SALON, UNIVERSITY OF CALIFORNIA, DAVIS

BOARD OF SUPERVISORS CHAMBERS
625 COURT STREET, ROOM 206
WOODLAND, CA 95695

NOTE: All meetings of the Yolo Habitat Conservancy will be held in person. Members of the public are welcome to submit written comments by 4:00 p.m. the day prior to the meeting. Written comments should be emailed to clerkoftheboard@yolocounty.gov or sent to Attn: Clerk, 625 Court Street, Room 204 Woodland, CA 95695. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number. All written comments are distributed to Board members and filed in the record, but will not be read aloud.

Cathy Little
Executive Director

Philip J. Pogledich
County Counsel

5:30 P.M. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda Order
4. Public Comment: This is time reserved for the public to address the Conservancy Board on matters not on the agenda.
5. Board Correspondence

CONSENT AGENDA

6. Approve July 20, 2026 meeting minutes.
7. Approve the 2027 Board meeting calendar
8. Approve second amendment Agreement with Urban Economics to extend the term through December 31, 2027.

REGULAR AGENDA

9. Receive and file FY25/26 annual work plan status update and FY26/27 status update to date, and receive a presentation on activities completed.
10. Receive and file FY 25/26 end-of-year fiscal update and receive a presentation on summary of fiscal update.
11. Receive and file fiscal update for FY 26/27 Quarter 1 and receive presentation summarizing the fiscal update.
12. Approve the Conservation Easement for the Tauzer Farm Site (APN 042-100-006) to meet the former Yolo County Interim Swainson's Hawk Forging Habitat Mitigation Program requirements and Yolo HCP/NCCP pre-permit lands requirements, authorize YHC Executive Director to make minor modifications to the document as required by the Wildlife Agencies in consultation with County Counsel, and to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system (pre-permit).
13. Executive Director's Report - Verbal report only; no attachments will be submitted.

ADJOURNMENT

Next meeting scheduled for: January 25, 2027 (tentative).

I declare under penalty of perjury that the foregoing agenda was posted November 13, 2026 by 5:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California.
- On the YHC website: www.yolohabitatconservancy.org

By: _____
Rosita Vidales, Clerk

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 72 hours prior to the meeting at (530) 666-8195.

Yolo Habitat Conservancy **6.**

Meeting Date: 11/16/2026

Information

SUBJECT

Approve July 20, 2026 meeting minutes.

Attachments

Att. A. YHC Minutes Packet

Form Review

Form Started By: Rosita Vidales Started On: 11/12/2026 03:44 PM

Final Approval Date: 11/12/2026

YOLO HABITAT CONSERVANCY

July 20, 2026

MINUTES

The Yolo Habitat Conservancy Board met on the 20th day of July, 2026, starting at 5:30 p.m. in regular session in the Board of Supervisors' Chambers in the Erwin W. Meier Administration Building, Woodland, California. Here is a link to the video.

Present:	Richard Casavecchia Cathy Little, ED Lucas Frerichs Rosita Vidales, Clerk David Moreno Verna Sulpizio Hull Mary Vixie Sandy Mabel Salon
Absent:	Linda Deos
Staff Present:	Cathy Little, Executive Director Phil Pogledich, County Counsel Julie Dachtler, Clerk Rosita Vidales, Secretary to the Director David van Rijn, Deputy Director

5:30 P.M. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

Roll Call was conducted.

3. Approval of the Agenda Order

Minute Order No. 26-12: Approved Agenda Order as submitted.

MOTION BY: Vixie Sandy / SECONDED BY: Sulpizio Hull
AYES: Frerichs, Moreno, Casavecchia, Vixie Sandy, Sulpizio Hull.
NOES: None.
ABSENT: Deos.
ABSTAIN: None.

4. Public Comment: This is time reserved for the public to address the Conservancy Board on matters not on the agenda.

There was no public comment.

5. Board Correspondence

There was no Board Correspondence.

CONSENT AGENDA

Minute Order No. 26-13: Approved Consent Agenda Item No. 6

MOTION BY: Sulpizio Hull / SECONDED BY: Casavecchia
AYES: Frerichs, Moreno, Casavecchia, Vixie Sandy, Sulpizio Hull.
NOES: None.
ABSENT: Deos.
ABSTAIN: None.

6. Approve July 20, 2026 meeting minutes.

Approved July 20, 2026 meeting minutes on Consent.

REGULAR AGENDA

7. Approve the Yolo HCP/NCCP Annual Work Plan for FY 26/27

Minute Order No. 26-14: Approved recommended action.

MOTION BY: Moreno / SECONDED BY: Vixie Sandy
AYES: Frerichs, Moreno, Casavecchia, Vixie Sandy, Sulpizio Hull.
NOES: None.
ABSENT: Deos.
ABSTAIN: None.

8. Executive Director's Report

The Executive Director’s Report was presented, followed by a few clarifying questions from board members. Board members expressed appreciation for the updates and were pleased to hear about the progress and developments highlighted in the report.

ADJOURNMENT

Next meeting scheduled for: September 21, 2026

YOLO HABITAT CONSERVANCY

AGENDA

July 20, 2026

BOARD MEMBERS
CHAIR, LUCAS FRERICHS, COUNTY OF YOLO
VICE CHAIR, DAVID MORENO, CITY OF WOODLAND
MARY VIXIE SANDY, COUNTY OF YOLO
LINDA DEOS, CITY OF DAVIS
VERNA SULPIZIO HULL, CITY OF WEST SACRAMENTO
RICHARD CASAVECCHIA, CITY OF WINTERS
MABEL SALON, UNIVERSITY OF CALIFORNIA, DAVIS

BOARD OF SUPERVISORS CHAMBERS
625 COURT STREET, ROOM 206
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Cathy Little
Executive Director

Philip J. Pogledich
County Counsel

5:30 P.M. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda Order
4. Public Comment: This is time reserved for the public to address the Conservancy Board on matters not on the agenda.
5. Board Correspondence

CONSENT AGENDA

6. Approve May 18, 2026 meeting minutes.

REGULAR AGENDA

7. Approve the Yolo HCP/NCCP Annual Work Plan for FY 26/27
8. Executive Director's Report

ADJOURNMENT

Next meeting scheduled for: September 21, 2026

I declare under penalty of perjury that the foregoing agenda was posted July 17, 2026 by 5:00 p.m. at the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California.
- On the YHC website: www.yolohabitatconservancy.org

By: _____
Rosita Vidales, Clerk

NOTICE

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Yolo Habitat Conservancy
Yolo County, California

To: Yolo Habitat Conservancy ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 26-13 Item No. 6, of the Yolo Habitat Conservancy meeting of July 20, 2026.

MOTION: Sulpizio Hull. SECOND: Casavecchia. AYES: Casavecchia, Moreno, Sulpizio Hull, Vixie Sandy, Frerichs. ABSENT: Deos.

6. Approve July 20, 2026 meeting minutes.

Approved July 20, 2026 meeting minutes on Consent.

Consent 6.

Yolo Habitat Conservancy
Meeting Date: 07/20/2026

Information

SUBJECT

Approve May 18, 2026 meeting minutes.

Attachments

Att. A. Minutes

Form Review

Form Started By: Rosita Vidales Started On: 06/10/2026 03:23 PM
Final Approval Date: 06/10/2026

YOLO HABITAT CONSERVANCY

May 18, 2026

MINUTES

The Yolo Habitat Conservancy Board met on the 18th day of May, 2026, starting at 5:30 p.m. in regular session in the Board of Supervisors' Chambers in the Erwin W. Meier Administration Building, Woodland, California. Here is a link to the video.

Present:	Lucas Frerichs David Moreno Verna Sulpizio Hull Mary Vixie Sandy Mabel Salon
Absent:	Richard Casavecchia Linda Deos
Staff Present:	Chris Alford, Interim Executive Director Cathy Little, Executive Director Phil Pogledich, County Counsel Julie Dachtler, Clerk Rosita Vidales, Secretary to the Director

5:30 P.M. CALL TO ORDER

1. Pledge of Allegiance

2. Roll Call

   Roll Call was conducted.

3. Approval of the Agenda Order

   Minute Order No. 26-07: Approved Agenda Order as submitted.

   MOTION BY: Sulpizio Hull / SECONDED BY: Vixie Sandy
   AYES: Moreno, Sulpizio Hull, Vixie Sandy, Frerichs.
   NOES: None.
   ABSENT: Casavecchia, Deos.
   ABSTAIN: None.

4. Public Comment: This is time reserved for the public to address the Conservancy Board on matters not on the agenda.

   There was no public comment.

5. Board Correspondence

There was no Board Correspondence.

CONSENT AGENDA

Minute Order No. 26-08: Approved Consent Agenda Item Nos. 6-12.

MOTION BY: Vixie Sandy / SECONDED BY: Sulpizio Hull
AYES: Moreno, Sulpizio Hull, Vixie Sandy, Frerichs.
NOES: None.
ABSENT: Casavecchia, Deos.
ABSTAIN: None.

6. Approve January 26, 2026 meeting minutes.

Approved January 26, 2026 meeting minutes on Consent.

7. Receive and file the FY24/25 Special District Financial Transactions Report to the State Controller's Office.

Approved recommended action on Consent.

8. Receive and file the 2026 Yolo HCP/NCCP Development Fees Automatic Inflation Adjustment Memorandum.

Approved recommended action on Consent.

9. Authorize signing authority for the Executive Director and authorize the Deputy Director of General Services to have signing authority when the circumstances are time sensitive in nature and the Executive Director is unavailable.

Approved recommended action on Consent.

10. Approve the Second Amendment to the Agreement with Alford Environmental LLC to increase the contract amount by $35,000 for additional administrative support services, approve the Second Amendment to the Agreement with Maze and Associates to increase the contract amount by $20,700 and extend the contract to June 30, 2027 to conduct the FY25/26 annual fiscal audit, and approve the Second Amendment to the Agreement with the Yolo County Resource Conservation District to increase the contract amount by $20,000 for additional reserve system management and enhancement services.

Approved **Agreement Nos. 26-04 thru 26-06** on Consent.

11. Approve the Memorandum of Understanding with Yolo County for Administrative Services to update the staffing allocations and extend the term of the agreement through June 30, 2027.

Approved **Agreement No. 26-07** on Consent.

12. Approve Agreements with Alford Environmental LLC, Estep Environmental Consulting, and Yolo County Resource Conservation District to provide services through June 30, 2027.

Approved **Agreement Nos. 26-08 thru 26-10** on Consent.

REGULAR AGENDA

13. Receive introduction to the new Executive Director.

The new Executive Director, Cathy Little, was introduced.

14. Authorize approval for Yolo Habitat Conservancy Executive Director to take necessary actions to execute a Certificate of Inclusion with Reclamation District 2035 to allow use of Yolo HCP/NCCP coverage for the Road 27 Drainage Pump Station Emergency Repairs Project.

Minute Order No. 26-09: Approved recommended action.

MOTION BY: Moreno / SECONDED BY: Vixie Sandy
AYES: Moreno, Sulpizio Hull, Vixie Sandy, Frerichs.
NOES: None.
ABSENT: Casavecchia, Deos.
ABSTAIN: None.

15. Approve the Tauzer Site as a Swainson's hawk foraging habitat mitigation site and candidate pre-permit Yolo HCP/NCCP reserve system site.

Minute Order No. 26-10: Approved recommended action.

MOTION BY: Sulpizio Hull / SECONDED BY: Moreno
AYES: Moreno, Sulpizio Hull, Vixie Sandy, Frerichs.
NOES: None.
ABSENT: Casavecchia, Deos.
ABSTAIN: None.

16. Receive the Yolo HCP/NCCP Annual Report for FY 24/25 and receive a presentation on activities conducted in FY24/25.

Received the Yolo HCP/NCCP Annual Report for FY 24/25 and received a presentation on activities conducted in FY24/25.

17. Approve the Fiscal Year 26/27 budget and budget resolution for the Mitigation Fee Fund, Grant Fund, Other Revenue Fund, Mitigation Trust Account, Pre-Permit Endowment Fund, and Post-Permit Endowment Fund.

Minute Order No. 26-11: Approved recommended action by **Resolution No. 26-02**.

MOTION BY: Sulpizio Hull / SECONDED BY: Vixie Sandy
AYES: Moreno, Sulpizio Hull, Vixie Sandy, Frerichs.
NOES: None.
ABSENT: Casavecchia, Deos.
ABSTAIN: None.

18. Executive Director's Report

Received Executive Director's Report.

CLOSED SESSION

19. Pursuant to Government Code Section § 54956.8
Property: Capay Cache Creek Preserve (portion of APN: 048-130-040),
Approximately 66-acre property located north of Highway 16 and south of Cache Creek
Issues Price and Terms of Payment
Agency Negotiators: Phil Pogledich, Chris Alford, and Cathy Little
Negotiating party: Capay Inc.

ADJOURNMENT

Next meeting scheduled for: July 20, 2026

Yolo Habitat Conservancy
Yolo County, California

Date: July 20, 2026 To: Yolo Habitat Conservancy ✓

7. Approve the Yolo HCP/NCCP Annual Work Plan for FY 26/27.

Minute Order No. 26-14: Approved recommended action.

MOTION BY: Moreno / SECONDED BY: Vixie Sandy
AYES: Frerichs, Moreno, Casavecchia, Vixie Sandy, Sulpizio Hull.
NOES: None.
ABSENT: Deos.
ABSTAIN: None.

Yolo Habitat Conservancy
Meeting Date: 07/20/2026

Information

SUBJECT

Approve the Yolo HCP/NCCP Annual Work Plan for FY 26/27

Attachments

Staff Report
Att. A FY26/27 Annual Work Plan

Form Review

Form Started By: Rosita Vidales Started On: 07/16/2026 04:20 PM
Final Approval Date: 07/16/2026

Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Lucas Frerichs, Chair
Members of the Board

From: Cathy Little
Executive Director

Re: Approve the FY26/27 Yolo Habitat Conservancy Work Plan

Date: July 20, 2026

REQUESTED ACTION:

1. Approve the FY26/27 Yolo Habitat Conservancy Work Plan

BACKGROUND:

Section 7.9 of the Yolo HCP/NCCP states that the Conservancy's Executive Director will annually prepare a work plan. This document, in tandem with the annual budget and prior year's annual report, provides a means for the Conservancy, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, other state and federal agencies, local agencies, stakeholders, and the general public to assess on an ongoing basis the progress and performance of the Yolo HCP/NCCP towards meeting its biological goals and objectives. The annual work plan provides staff recommendations to the Conservancy Board for Yolo HCP/NCCP implementation in the coming year, balancing long-term responsibilities with immediate priorities.

The proposed FY26/27 Work Plan (Attachment A) is organized by the primary activity categories identified as responsibilities of the Conservancy in the Yolo HCP/NCCP:

- General Administration
- Financial Management
- Data Management
- HCP/NCCP Coordination
- Public Outreach and Education
- Permitting
- Land Acquisition
- Restoration and Enhancement
- Monitoring and Adaptive Management

The FY26/27 Work Plan assumes the staffing structure and budget approved by the Conservancy Board on May 18, 2026.

ATTACHMENT:
Attachment A. Conservancy FY26/27 Work Plan Summary

Yolo Habitat Conservancy

Yolo HCP/NCCP Work Plan for FY26/27

Task#	Task*	Targeted Outcomes for FY26/27
General Plan Administration		
	Administrative	
1.1	Continue to hire or contract out Conservancy technical and operational staff as reserve system expands.	Coordinate with County to hire a 0.25-0.50 full-time equivalent of an analyst position as approved by the Conservancy Board May 18, 2026. Evaluate any other position needs.
1.2	Submit annual report to the wildlife agencies. This task is performed on an annual basis by April 30 of every year for the previous fiscal year (July 1 to June 30).	Prepare FY25/26 annual report, present draft annual report to the Board at or before the March 2027 Board meeting, and submit final report to CDFW and USFWS by April 2027.
1.3	Prepare annual work plan.	Prepare work plan for FY27/28 in tandem with the FY27/28 budget.
	Financial Management	
2.1	Oversight and coordination of administration of program funding and resources.	Ensure expenditures are aligned with the approved budget and request amendments to the approved budget if needed to address changed circumstances.
2.2	*Review status of endowment accounts on a quarterly basis.* *	Make sure funds are transferred from County Treasury to the Post-Permit Endowment Account held by Sacramento Regional Community Foundation at least quarterly and monitor balances of all endowment accounts quarterly.
2.3	Every five years, perform financial assessment as described in Chapter 8.	Once an analyst is in position, start the process to prepare the first 5-year financial assessment.
2.4	Continue coordination of annual audit, including reports to the Conservancy Board.	Schedule annual audit, provide financial documents and other organizational information requested by the independent auditor, and schedule auditor presentation to the Board.
2.5	Update fees annually according to Chapter 8, *Costs and Funding* . Provide new fee schedule to Permittees.	Updated fee, present at March Board meeting, update fee on YHC website, update fees on HCP/NCCP application and reporting forms prior to April 1st.
2.6	Prepare annual budget.	Prepare draft FY27/28 budget in early 2027. Present draft budget to Board at March Board meeting and final FY27/28 budget for adoption at the May Board meeting.
2.7	Where feasible, apply for state/federal grants for land acquisition and other conservation measures.	Apply for at least one grant that supports Plan implementation.

2.8	*Coordinate with local partners to utilize and document local funding contributions.* *	Document spending of funds and in-kind contributions provided by the City of Davis, Cache Creek Resources Management Plan, and Lower Putah Creek Coordinating Committee since Plan implementation incorporates activities that support the Yolo HCP/NCCP.
Data Management		
3.1	Use GIS or equivalent spatially explicit database to collect, store, and utilize the relevant data necessary for HCP/NCCP implementation.	Add all reserve system sites and covered activities established within the past year to the GIS database and coordinate with the Yolo RCD on tracking invasive species and covered species in the reserve system.
3.2	Establish and maintain database to track permit compliance (e.g. land acquisition and HCP/NCCP effects)	Update tracking database such that summarized data can be directly imported into the annual report tables and figures and add recent activities.
HCP/NCCP Coordination		
4.1	Coordinate with member agency staff on application review and processing.	Provide assistance responding to project proponent and member agency staff questions and review application materials for accuracy and completeness.
4.2	Regular communication with designated wildlife agency representatives.	Facilitate monthly coordination meetings with wildlife agency representatives.
4.3	Regular reporting to the Conservancy Board on the status of plan implementation, financial oversight, and the budget.	Hold YHC Board meetings approximately every other month (and no less than two within the fiscal year) to provide regular updates. Executive Director will coordinate with the Board Chair and Executive Management Committee as-needed in between Board meetings.
4.4	*Coordinate with and learn from other HCP/NCCP implementing entities* *	Participate as a member of the California Habitat Conservation Plan Coalition (CHCPC) Steering Committee to coordinate on funding, policy, and other issues. Executive Director likely to attend the CHCPC annual meeting and National Habitat Conservation Plan Coalition conference to learn from other HCPs.
Public Outreach and Education		
5.1	Implement public outreach program and raise landowner and public awareness of reserve management goals, as well as actions and methods, and how the public can support them.	Give public presentations, present a booth table, hold workshops, provide tours of reserves, and/or create a new outreach flier that highlights current HCP/NCCP efforts.
5.2	Conduct annual meeting to report on implementation progress of HCP/NCCP.	Present status of HCP/NCCP implementation at March 2027 Board meeting.
5.3	Maintain and update website.	Update website to make it easier for the general public to find information about the HCP/NCCP and add information about current implementation activities.

5.4	*Conduct outreach to landowners adjacent to sites about to be enrolled in the reserve system.* *	Continue to conduct outreach to landowners with properties immediately adjacent to lands that are about to be enrolled in the reserve system to inform them about the HCP/NCCP and provide information about the Neighboring Landowner Protection Program.
Permitting		
Assistance to Member Agencies and Applicants		
6.1	Provide technical assistance and training to member agency staff.	Provide assistance responding to project proponent and member agency staff questions and review application materials for accuracy and completeness as-needed.
6.2	Special Participating Entities	Evaluate permit coverage requests made by Special Participating Entities and request Board approval to issue take coverage for projects in situations where staff deem there to be adequate permit coverage available and issuance of said coverage would not impede the future implementation of anticipated covered activities.
6.2	Conservancy will maintain a list list of pre-approved qualified biologists.	Review new applications, issue certifications, and update list of Qualified Biologists that are certified to conduct planning and species surveys on the Conservancy's website quarterly.
Plan Permits		
7.1	*Track administrative changes and potential minor modifications that the Conservancy would want to have updated/corrected if the HCP/NCCP is amended.* *	Develop a list of administrative changes such as clerical errors and minor modifications to address if the HCP/NCCP is amended in the future.
7.2	Determine whether to seek take coverage for species that are not covered by the Yolo HCP/NCCP that become listed as threatened, listed as endangered, designated as a candidate species, or is proposed or petitioned for listing.	Initiate effort to determine scope of potential HCP/NCCP amendment to include candidate bumble bee species, monarch butterfly, and potentially other species including the preparation of an intiial assessment of considerations for each species, potential pathways for integrating each species into the Yolo HCP/NCCP, and a discussion of assessment with CDFW and USFWS HCP/NCCP staff liasons.
Land Acquisition		
8.1	Conduct Science and Technical Advisory Committee (STAC) site evaluations and obtain Board, CDFW, and USFWS approval of sites as a candidate reserve system sites prior to enrolling sites in the reserve system.	Conduct STAC evaluation and obtain approval of new sites as candidate reserve system sites, as needed.
8.2	Enroll newly protected land into the reserve system.	Enroll at least one newly protected lands into the reserve system.
8.3	Enroll baseline public and easement lands into the reserve system as pre-permit reserve lands.	Enroll at least one pre-permit sites into the reserve system.
Restoration and Enhancement		

9.1	Investigate restoration and creation opportunities on existing open space and newly acquired land to ensure compliance with stay-ahead provision.	Identify VELB mitigation needs and transplant locations to fullfill mitigation needs in FY26/27 and those anticipated in FY27/28. Complete an assessment of current restoration and creation opportunities within candidate and enrolled reserve system sites and compare availaibility to current mitigation needs to ensure compliance with stay ahead provisions.
9.2	Design habitat restoration and creation and appropriate environmental compliance for restoration and creation.	Develop a restoration plan for at least one new reserve system site and a conceptual habitat restoration plan for at least one new reserve system site, along with the required environmental compliance needs as appropriate.
9.3	Implement land cover restoration and creation projects described in Chapter 6.	Conduct cultural burn at Haller Muller for site prep of a restoration area and install restoration plantings, and any other projects as appropriate.
9.4	Coordinate the implementation of an invasive species control program on reserve system sites.	Continue invasive species management on reserve system sites in which the Yolo Habitat Conservancy manages.
Monitoring and Adaptive Management		
10.1	Monitor and enforce HCP/NCCP conservation easements.	Conduct annual compliance monitoring of all easements held by the Conservancy, and implement enforcement actions as necessary.
10.2	Initiate adaptive management and monitoring of biological resources.	Continue monitoring program for covered species and invasive plants on the reserve system.
10.3	Initiate or continue management and monitoring in reserve system.	Complete annual palmate-bracted bird's-beak population survey.
10.4	Develop an individual management plan for each reserve property that is consistent with their associated reserve unit management plan.	Complete site-specific management plans for at least three reserve system sites.
10.5	Complete baseline ecological survey for each site within two years of its enrollment in the reserve system.	Continue practice of incorporating each site's baseline ecological survey of land cover types and species observations into each site-specific management plan.
10.6	Prioritize implementation of studies described in Chapter 6 (method testing, pilot projects, and directed studies).	Continue study with partners to evaluate how thatch removal and vegetation management techinques affect the population and vigor of potential palmate-bracted bird's-beak host species within alkali praire, and other studies, as appropriate.

**Tasks listed in italics were identified based on implementation experience and current practices while all other tasks are directly from the HCP/NCCP.*

Yolo Habitat Conservancy
Yolo County, California

Date: July 20, 2026 To: Yolo Habitat Conservancy ✓

8. Executive Director's Report.

The Executive Director’s Report was presented, followed by a few clarifying questions from board members. Board members expressed appreciation for the updates and were pleased to hear about the progress and developments highlighted in the report.

Yolo Habitat Conservancy **7.**
Meeting Date: 11/16/2026

Information

SUBJECT
Approve the 2027 Board meeting calendar

Attachments

Staff Report

Form Review

Form Started By: Rosita Vidales Started On: 11/12/2026 03:53 PM
Final Approval Date: 11/12/2026

Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Lucas Frerichs, Chair
Members of the Board

From: Cathy Little, Executive Director

Re: Approve the 2027 Board Meeting Calendar

Date: November 16, 2026

REQUESTED ACTIONS:

1. Approve the 2027 Board Meeting Calendar

BACKGROUND:

For calendar year 2027, staff recommend the following schedule of meetings:

January 25, 2027

March 15, 2027

May 17, 2027

July 19, 2027

September 20, 2027

November 15, 2027

The proposed meeting schedule retains the historical third Monday of every other month Board meeting, except for the January meeting, which has been shifted to the fourth Monday of the month due to Martin Luther King Jr. Day being on the third Monday of January. Yolo Habitat Conservancy Board meetings are held from 5:30-7:00 pm in the Yolo County Board of Supervisors Chambers, located in Room 206 at 625 Court Street, Woodland, California.

Yolo Habitat Conservancy **8.**
Meeting Date: 11/16/2026

Information

SUBJECT

Approve second amendment Agreement with Urban Economics to extend the term through December 31, 2027.

Attachments

Staff Report
Att. A. Second Amdt to Agreement with Urban Economics

Form Review

Form Started By: Rosita Vidales Started On: 11/12/2026 04:12 PM
Final Approval Date: 11/12/2026

Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Lucas Frerichs, Chair
Members of the Board

From: Cathy Little
Executive Director

Re: Approve the Second Amendment to the Agreement with Urban Economics to extend the term of the Agreement through December 31, 2027

Date: November 16, 2026

REQUESTED ACTIONS:

1. Approve the Second Amendment to the Agreement with Urban Economics to extend the term of the Agreement through December 31, 2027 (Attachment A)

BACKGROUND:

The Yolo Habitat Conservancy entered into an Agreement with Urban Economics on March 17, 2025, to prepare a five-year financial assessment and adjustment of fees as required by Chapter 8 of the Yolo HCP/NCCP. This original Agreement expired December 31, 2025. There was an approved First Amendment to the Agreement that added $5,000 to the Agreement amount, thereby increasing the total contract amount to a total of $55,000, for Urban Economic to provide Conservancy staff with additional fee assessment support and extended the term of the Agreement to December 31, 2026, to both provide these services and to complete the five-year periodic assessment as outlined in the original scope of work. This Second Amendment would extend the term of the Agreement to December 31, 2027.

ATTACHMENTS:

Attachment A. Second Amendment to Agreement with Urban Economics

AGREEMENT NO.
(Amendment #2 to Short-Form Agreement No. 25-06)

Second Amendment to Agreement with Urban Economics

THIS SECOND AMENDMENT to the March 17, 2025 Agreement ("Second Amendment") is made this 16th day of November 2026 by and between the Yolo Habitat Conservancy (the "Conservancy") and Urban Economics ("Consultant"), who agree as follows:

AMENDMENT

1. The Agreement is hereby amended to extend the Agreement term through December 31, 2027. Accordingly, Paragraph 2 of the Agreement is hereby amended to read as follows:

   Consultant shall perform said services between March 17, 2025 and December 31, 2027. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.

2. Except as amended herein and by the First Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Second Amendment by affixing their signatures thereafter.

YOLO HABITAT CONSERVANCY

Cathy Little, Executive Director
Yolo Habitat Conservancy

URBAN ECONOMICS

Robert Spencer, Owner
Urban Economics

Approved as to Form:

Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Yolo Habitat Conservancy
Meeting Date: 11/16/2026

Information

SUBJECT

Receive and file FY25/26 annual work plan status update and FY26/27 status update to date, and receive a presentation on activities completed.

Attachments

Staff Report
Att. A. FY 25/26 End of Year and 26/27 Status Update

Form Review

Form Started By: Rosita Vidales Started On: 11/12/2026 04:22 PM
Final Approval Date: 11/12/2026

Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Lucas Frerichs, Chair
Members of the Board

From: Cathy Little, Executive Director

Re: Receive and file FY25/26 annual work plan status update and FY26/27 status update to date, and receive a presentation on activities completed

Date: November 16, 2026

REQUESTED ACTION:

1. Receive and file FY25/26 annual work plan status update and FY26/27 status update to date, and receive a presentation on activities completed

BACKGROUND:

As part of the Conservancy's regular tasks, staff provide an annual work plan to the Board and periodic updates. This report includes an end-of-year status update for major activities identified in the FY25/26 Work Plan and a status update for FY26/27 to date (Attachment A). Due to a lack of sufficient staffing during FY25/26, several items that were anticipated to begin in FY25/26 are behind schedule including the 5-year financial assessment, the preparation of pre-permit reserve system site-specific management plans, the strategic plan, and community outreach activities. However, during FY26/27, the Conservancy is working toward getting back on schedule. Highlights of activities accomplished in FY25/26 include hiring a full-time Executive Director, the writing and subsequent award of two grants, acquisition of the Lucky Land conservation easement, and VELB and riparian restoration implementation at the Haller Muller Site.

ATTACHMENTS:

Attachment A. Yolo Habitat Conservancy FY25/26 Work Plan End-of-Year Status Update and FY26/27 Status Update to Date

Yolo Habitat Conservancy

Yolo HCP/NCCP Work Plan for FY25/26 and Status Update for FY26/27 to Date

Task#	Task*	Targeted Outcomes for FY25/26	End-of-Year Status	Targeted Outcomes for FY26/27	Status Update as of Nov 5, 2026
General Plan Administration					
Administrative					
1.1	Continue to hire or contract out Conservancy technical and operational staff as reserve system expands.	Coordinate with County to hire a full-time Executive Director and additional key staff support that equates to a total of at least 2.0FTE of staff capacity as approved by the Conservancy Board May 19, 2025.	County hired 1.0 FTE Executive Director during FY25/26.	Coordinate with County to hire a 0.25-0.50 full-time equivalent of an analyst position as approved by the Conservancy Board May 18, 2026. Evaluate any other position needs.	County hired a 0.25-FTE for an analyst position. They started in July 2026. We are currently evaluating other position needs.
1.2	Submit annual report to the wildlife agencies. This task is performed on an annual basis by April 30 of every year for the previous fiscal year (July 1 to June 30).	Prepare FY24/25 annual report, present draft annual report to the Board at or before the March 2026 Board meeting, and submit final report to CDFW and USFWS by April 2026.	FY24/25 Annual Report was completed and presented at the May 2026 YHC Board meeting and submitted to the Wildlife Agencies (May 28, 2026). Due to the YHC Board meeting being cancelled in March, staff were not able to present the annual report to the YHC Board in March so it was presented at the next scheduled meeting.	Prepare FY25/26 annual report, present draft annual report to the Board at or before the March 2027 Board meeting, and submit final report to CDFW and USFWS by April 2027.	Staff is working on preparing FY25/26 Annual Report
1.3	Prepare annual work plan.	Prepare work plan for FY26/27 in tandem with the FY26/27 budget.	FY26/27 budget was prepared and approved at the May 2026 Board meeting. Due to time spend onboarding a new Executive Director, the FY26/27 annual work plan was not prepared in FY25/26.	Prepare work plan for FY27/28 in tandem with the FY27/28 budget.	N/A
1.4	Update strategic plan (every 5 years).	Initiate development of a strategic plan once Executive Director is hired.	Executive Director position was not filled by the County until the end of April so the strategic plan has been delayed. The Executive Director is going to focus on completing the five-year financial assessment, which will inform the strategic plan, therefore, there is a plant to initiate the plan during FY26/27 and prepare it during FY27/28.	N/A	
Financial Management					
2.1	Oversight and coordination of administration of program funding and resources	Ensure expenditures are aligned with the approved budget and request amendments to the approved budget if needed to address changed circumstances.	Completed. Expenditures were reviewed regularly to make sure within budget.	Ensure expenditures are aligned with the approved budget and request amendments to the approved budget if needed to address changed circumstances.	Ongoing.
2.2	*Review status of endowment accounts on a quarterly basis.* *	Make sure funds are transferred from County Treasury to the Post-Permit Endowment Account held by Sacramento Regional Community Foundation at least quarterly and monitor balances of all endowment accounts quarterly.	Completed. Most recent transfer of funds was conducted September 2025 when balance was substantial enough to justify transfer. Accounts were reviewed quarterly to determine need for fund transfer.	Make sure funds are transferred from County Treasury to the Post-Permit Endowment Account held by Sacramento Regional Community Foundation at least quarterly and monitor balances of all endowment accounts quarterly.	Ongoing. Most recent transfer was in October 2026.
2.3	Every five years, perform financial assessment as described in Chapter 8.	Complete the first 5-year financial assessment.	Economist under contract. Task was not completed during FY25/26 due to Conservancy staff shortage.	Once an analyst is in position, start the process to prepare the first 5-year financial assessment.	Analyst is in position and has been onboarded. The financial system was recently transferred to the County GSD and we are now starting to gather materials to provide the contractor. We had a meeting with the contractor to determine all the information that is required.

Task#	Task*	Targeted Outcomes for FY25/26	End-of-Year Status	Targeted Outcomes for FY26/27	Status Update as of Nov 5, 2026
Financial Management					
2.5	Update fees annually according to Chapter 8, *Costs and Funding* . Provide new fee schedule to Permittees	Updated fees presented at March Board meeting, fees updated on YHC website, fees updated on HCP/NCCP application and reporting forms prior to April 1st.	Completed. Fees were updated on the YHC website, HCP/NCCP application, and reporting forms prior to April 1st. They were formally presented to the Board in May 2026 (March 2026 Board Meeting cancelled).	Updated fee, present at March Board meeting, update fee on YHC website, update fees on HCP/NCCP application and reporting forms prior to April 1st.	N/A
2.6	Prepare annual budget.	Prepare draft FY26/27 budget in early 2026. Present draft budget to Board at March Board meeting and final FY26/27 budget for adoption at the May Board meeting.	Completed. Final FY26/27 annual budget was presented and approved at the May 2026 Board Meeting.	Prepare draft FY27/28 budget in early 2027. Present draft budget to Board at March Board meeting and final FY27/28 budget for adoption at the May Board meeting.	N/A
2.7	Where feasible, apply for state/federal grants for land acquisition and other conservation measures.	Apply for at least three grants that support Plan implementation.	Conservancy staff have prepared and successfully obtained two grants that support Plan Implementation. A third grant was researched and initial conversations have occurred for a land acquisition.	Apply for at least one grant that supports Plan implementation.	Staff has not applied for a grant yet during FY2627.
2.8	*Coordinate with local partners to utilize and document local funding contributions.* *	Document spending of funds and in-kind contributions provided by the City of Davis, Cache Creek Resources Management Plan, and Lower Putah Creek Coordinating Committee since Plan implementation for activities that support the Yolo HCP/NCCP.	YHC is documenting spending of fund and in-kind contributions. To date, City of Davis has not contributed, but there are discussions to contribute to an acquisition property within the next year. Staff are coordinating with Cache Creek Resources Management Plan staff and will be inquiring with Putah Creek Coordinating Committee staff to document activities that qualify.	Document spending of funds and in-kind contributions provided by the City of Davis, Cache Creek Resources Management Plan, and Lower Putah Creek Coordinating Committee since Plan implementation incorporates activities that support the Yolo HCP/NCCP.	Ongoing.
Data Management					
3.1	Use GIS or equivalent spatially explicit database to collect, store, and utilize the relevant data necessary for HCP/NCCP implementation.	Add all reserve system sites and covered activities established within the past year to the GIS database and coordinate with the Yolo RCD on tracking invasive species and covered species in the reserve system.	Completed. GIS database was updated and coordination with Yolo RCD occurred.	Add all reserve system sites and covered activities established within the past year to the GIS database and coordinate with the Yolo RCD on tracking invasive species and covered species in the reserve system.	Ongoing.
3.2	Establish and maintain database to track permit compliance (e.g. land acquisition and HCP/NCCP effects)	Update tracking database such that summarized data can be directly imported into the annual report tables and figures and add recent activities.	Completed. Existing database continued to be updated. Data gaps in tracking systems were identified.	Update tracking database such that summarized data can be directly imported into the annual report tables and figures and add recent activities.	Ongoing. Continue filling data gaps and modifying tracking systems based on five-year financial assessment.
3.3	Update land cover map with most recent aerial photography (at least every 5 years).	Obtain copy of aerial photography of Cache Creek from 2025 aerial flight conducted under the Yolo County's Cache Creek Program. (Use this aerial photography and most recent crop data provided by Yolo County in 2026 to update land cover- likely to occur in FY26/27).	County has yet to conduct the aerial survey that was scheduled for 2025. Based on communications, the aerial photography is scheduled to be flown in 2026. Subsequent land cover mapping is planned to occur FY26/27.		The aerial photography was flown at the end of October 2026. YHC will request land cover mapping once completed.

Task#	Task*	Targeted Outcomes for FY25/26	End-of-Year Status	Targeted Outcomes for FY26/27	Status Update as of Nov 5, 2026
HCP/NCCP Coordination					
4.1	Coordinate with member agency staff on application review and processing.	Provide assistance responding to project proponent and member agency staff questions and review application materials for accuracy and completeness.	Completed.	Provide assistance responding to project proponent and member agency staff questions and review application materials for accuracy and completeness.	Ongoing.
4.2	Regular communication with designated wildlife agency representatives.	Facilitate monthly coordination meetings with wildlife agency representatives.	Completed.	Facilitate monthly coordination meetings with wildlife agency representatives.	Ongoing.
4.3	Regular reporting to the Conservancy Board on the status of plan implementation, financial oversight, and the budget.	Hold YHC Board meetings every other month to provide regular updates. Executive Director to coordinate with the Board Chair and Executive Management Committee as-needed in between Board meetings.	Completed (except for a cancelled Board Meeting in March 2026).	Hold YHC Board meetings approximately every other month (and no less than two within the fiscal year) to provide regular updates. Executive Director will coordinate with the Board Chair and Executive Management Committee as-needed in between Board meetings.	Ongoing.
4.4	*Coordinate with and learn from other HCP/NCCP implementing entities**	Participate as a member of the California Habitat Conservation Plan Coalition (CHCPC) Steering Committee to coordinate on funding, policy, and other issues. Executive Director attend the CHCPC annual meeting and National Habitat Conservation Plan Coalition conference to learn from other HCPs.	Completed. The previous (Interim) Executive Director is the vice chair of the CHCPC Steering Committee and participated in CHCPC meetings and attended the National Habitat Conservation Plan Coalition meeting in November 2025. The current Executive Director participated in CHCPC steering committee meetings and attended the California HCP annual conference in June 2026.	Participate as a member of the California Habitat Conservation Plan Coalition (CHCPC) Steering Committee to coordinate on funding, policy, and other issues. Executive Director likely to attend the CHCPC annual meeting and National Habitat Conservation Plan Coalition conference to learn from other HCPs.	Ongoing. The previous (Interim) Executive Director continues to be vice chair of the CHCPC Steering Committee, the Executive Director participates in monthly CHCPC Steering Committee meetings and participated in the NHCPC annual meeting in October 2026. The Executive Director continues to have conversations with other staff implementing other County HCP plans.
Public Outreach and Education					
5.1	Implement public outreach program and raise landowner and public awareness of reserve management goals, as well as actions and methods, and how the public can support them.	Give at least one public presentation, table at least two events and/or host two workshops, and create a new outreach flier that highlights current HCP/NCCP efforts.	The Interim Executive Director gave a public presentation at the Yolo County Environmental Roundtable in May 2026 that provided an overview of the Yolo Habitat Conservancy and the Yolo HCP/NCCP. YHC staff also prepared a presentation with Yolo HCP/NCCP partners about collaborative restoration along Cache Creek that was presented at the International Society for Ecological Restoration Conference in October 2025.	Give public presentations, present a booth table, hold workshops, provide tours of reserves, and/or create a new outreach flier that highlights current HCP/NCCP efforts.	Ongoing. The Executive Director participated in a tour of one of our enrolled Reserves, the Woodland Regional Park Preserve, with local partners, for elected officials Mayra Vega and Mike Thompson in September 2026.
5.2	Conduct annual meeting to report on implementation progress of HCP/NCCP.	Present status of HCP/NCCP implementation at March 2026 Board meeting in tandem with presentation of FY24/25 annual report.	Completed. This was done at the May 2026 Board Meeting (March 2026 Board Meeting was cancelled).	Present status of HCP/NCCP implementation at March 2027 Board meeting.	N/A
5.3	Maintain and update website.	Update website to make it easier for the general public to find information about the HCP/NCCP and add information about current implementation activities.	Completed.	Update website to make it easier for the general public to find information about the HCP/NCCP and add information about current implementation activities.	Ongoing.
5.4	*Conduct outreach to landowners adjacent to sites about to be enrolled in the reserve system.**	Continue to conduct outreach to landowners with properties immediately adjacent to lands that are about to be enrolled in the reserve system to inform them about the HCP/NCCP and provide information about the Neighboring Landowner Protection Program.	Completed. Outreach continued. No landowners have enrolled in the Neighboring Landowner Protection Program to date.	Continue to conduct outreach to landowners with properties immediately adjacent to lands that are about to be enrolled in the reserve system to inform them about the HCP/NCCP and provide information about the Neighboring Landowner Protection Program.	Ongoing.

Task#	Task*	Targeted Outcomes for FY25/26	End-of-Year Status	Targeted Outcomes for FY26/27	Status Update as of Nov 5, 2026
Permitting					
Assistance to Member Agencies and Applicants					
6.1	Provide technical assistance and training to member agency staff.	Provide assistance responding to project proponent and member agency staff questions and review application materials for accuracy and completeness as-needed.	Completed.	Provide assistance responding to project proponent and member agency staff questions and review application materials for accuracy and completeness as-needed.	Ongoing.
6.2	Conservancy maintain a list list of pre-approved qualified biologists.	Review new applications, issue certifications, and update list of Qualified Biologists that are certified to conduct planning and species surveys on the Conservancy's website monthly.	Completed.	Review new applications, issue certifications, and update list of Qualified Biologists that are certified to conduct planning and species surveys on the Conservancy's website quarterly.	Ongoing.
Plan Permits					
7.1	*Track administrative changes and potential minor modifications that the Conservancy would want to have updated/corrected if the HCP/NCCP is amended.* *	Develop a list of administrative changes such as clerical errors and minor modifications to address if the HCP/NCCP is amended in the future, including updating the VELB mitigation requirements in the HCP/NCCP to be consistent with current USFWS policies.	Completed. Continued list of changes.	Develop a list of administrative changes such as clerical errors and minor modifications to address if the HCP/NCCP is amended in the future.	Ongoing.
7.2	Determine whether to seek take coverage for species that are not covered by the Yolo HCP/NCCP that becomes listed as threatened, listed as endangered, designated as a candidate species, or is proposed or petitioned for listing.	Initiate effort to determine scope of potential HCP/NCCP amendment to include candidate bumble bee species, monarch butterfly, and potentially other species including the preparation of an initial assessment of considerations for each species and potential pathways for integrating each species into the Yolo HCP/NCCP and discussion of assessment with CDFW and USFWS HCP/NCCP staff liasons.	Efforts were made to start inquiring with other counties that have undergone plan amendments to determine the likely effort in undertaking this task. Also observed presentation related to this topic at the CHCPC Annual Meeting.	Initiate effort to determine scope of potential HCP/NCCP amendment to include candidate bumble bee species, monarch butterfly, and potentially other species including the preparation of an intiial assessment of considerations for each species, potential pathways for integrating each species into the Yolo HCP/NCCP, and a discussion of assessment with CDFW and USFWS HCP/NCCP staff liasons.	Ongoing. Continuing efforts to learn about the amendment process through regulatory agency staff and other staff undergoing the plan amendment process.
Land Acquisition					
8.1	Conduct Science and Technical Advisory Committee (STAC) site evaluations and obtain Board, CDFW, and USFWS approval of sites as a candidate reserve system sites prior to enrolling sites in the reserve system.	Conduct STAC evaluation and obtain approval of at least two new sites as candidate reserve system sites.	No new sites became candidate reserve system sites during FY25/26.	Conduct STAC evaluation and obtain approval of new sites as candidate reserve system sites, as needed.	Ongoing. Most recent STAC site visit was in October 2026.
8.2	Enroll newly protected land into the reserve system.	Enroll at least one newly protected lands site into the reserve system.	Completed. Lucky Land site was enrolled in the reserve system December 2025.	Enroll at least one newly protected lands into the reserve system.	Ongoing. No newly protected land enrolled yet FY26/27.
8.3	Enroll baseline public and easement lands into the reserve system as pre-permit reserve lands.	Enroll at least one pre-permit site into the reserve system.	Continued work on enrolling pre-permit sites, but no sites were formally enrolled in FY25/26.	Enroll at least one pre-permit sites into the reserve system.	Ongoing. One newly enrolled pre-permit site enrolled into the Reserve System during August 2026.

Task#	Task*	Targeted Outcomes for FY25/26	End-of-Year Status	Targeted Outcomes for FY26/27	Status Update as of Nov 5, 2026
Restoration and Enhancement					
9.1	Investigate restoration and creation opportunities on existing open space and newly acquired land to ensure compliance with stay-ahead provision.	Identify VELB mitigation needs and transplant locations to fullfill mitigation needs in FY25/26 and those anticipated in FY26/27. Complete an assessment of current restoration and creation opportunities within candidate and enrolled reserve system sites and compare availability to current mitigation needs to ensure compliance with stay ahead provisions.	Completed. Identified VELB mitigation needs for FY25/26 planting and coordinated prepping the site, planting, and installing transplants. Initiated the process of evaluating needs for FY26/27.	Identify VELB mitigation needs and transplant locations to fullfill mitigation needs in FY26/27 and those anticipated in FY27/28. Complete an assessment of current restoration and creation opportunities within candidate and enrolled reserve system sites and compare availaibility to current mitigation needs to ensure compliance with stay ahead provisions.	Ongoing. VELB mitigation needs for FY26/27 are being tracked and a site is identified to accommodate the needs for transplants this winter and plantings into the restoration site. Tracking restoration requirements to fulfill stay ahead provisions is ongoing.
9.2	Begin design of habitat restoration and creation and additional environmental compliance for restoration and creation.	Develop a restoration plan for one new site. Coordinate with landowners and partners to develop a conceptual habitat restoration plan and initial environmental compliance needs evaluation for one new site.	A draft restoration plan for the Haller Muller Zone 1 Restoration Area was completed.	Develop a restoration plan for at least one new reserve system site and a conceptual habitat restoration plan for at least one new reserve system site, along with the required environmental compliance needs as appropriate.	Ongoing. The restoration plan for the Haller Muller Zone 1 Restoratin Area was finalized.
9.3	Implement land cover restoration and creation projects described in Chapter 6.	Begin implementing valley foothill riparian land cover restoration at the Haller Muller Site.	Completed. Site preparation began in fall 2025 and the site was planted in January/February 2026 within Zone1A.	Conduct cultural burn at Haller Muller for site prep of a restoration area and install restoration plantings, and any other projects as appropriate.	Ongoing. The cultural burn occurred at the Haller Muller site in October 2026, restoration plantings are scheduled to be installed this winter.
9.4	Coordinate the implementation of an invasive species control program on reserve system sites.	Expand invasive species management to include two additional sites and expand invasive species management efforts at Woodland Regional Park Preserve by at least 30%.	Invasive species management started on Haller Muller Site. Expanded invasive species management at Woodland Regional Park Preserve to include the northeast and southeast portions of the site and have continued perennial pepperweed control efforts in alkali prairie and grasslands areas and control of early detections of noxious weeds including white top and knapweed.	Continue invasive species management on reserve system sites in which the Yolo Habitat Conservancy manages.	Ongoing. Invasive species plant management continues to occur at reserve sites.
Monitoring and Adaptive Management					
10.1	Monitor and enforce HCP/NCCP conservation easements.	Conduct annual compliance monitoring of all easements held by the Conservancy.	Completed. Project partners completed compliance monitoring for two conservation easements held by the Conservancy in summer/fall 2025. YHC staff conducted compliance monitoring of all other conservation easements held by the Conservancy in June 2026.	Conduct annual compliance monitoring of all easements held by the Conservancy, and implement enforcement actions as necessary.	Ongoing. Annual conservation easement compliance site visits are generally conducted in June. However, YHC staff have responded to communications with landowners to avoid and minimize potential conservation easement violations.
10.2	Initiate adaptive management and monitoring of biological resources.	Complete 5-year Swainson's hawk and white-tailed kite plan-wide nest survey.	Complete. Surveys conducted in summer of 2025.	Continue monitoring program for covered species and invasive plants on the reserve system.	Ongoing.
10.3	Initiate or continue management and monitoring in reserve system.	Complete annual palmate-bracted bird's-beak population survey.	Completed. Annual palmate-bracted bird's-beak poulation survey was completed on June 26, 2026.	Complete annual palmate-bracted bird's-beak population survey.	N/A

Task#	Task*	Targeted Outcomes for FY25/26	End-of-Year Status	Targeted Outcomes for FY26/27	Status Update as of Nov 5, 2026
Monitoring and Adaptive Management					
10.5	Complete baseline ecological survey for each site within two years of its enrollment in the reserve system.	Continue practice of incorporating each site's baseline ecological survey of land cover types and species observations into each site-specific management plan. Conduct baseline bank swallow habitat survey for Haller Muller Site.	Completed. Continued to incorporate baseline ecological surveys into each site-specific management plan. Baseline surveys were conducted for western pond turtle in June and July 2025 and June and July 2026 at multiple reserves along Cache Creek.	Continue practice of incorporating each site's baseline ecological survey of land cover types and species observations into each site-specific management plan.	Ongoing. Northwest pond turtle monitoring surveys along Cache Creek were completed and the report submitted for baseline sureys at candidate sites along the creek.
10.6	Prioritize implementation of studies described in Chapter 6 (method testing, pilot projects, and directed studies).	Develop a pilot study in coordination with wildlife agency staff and partners to evaluate how thatch removal and vegetation management techinques affect the population and vigor of potential palmate-bracted bird's-beak host species within alkali praire.	Completed. Pilot study to test three management strategies for thatch and vegetation type management developed. Randomized test plots mapped out on the site and initial treatments conducted in January 2026. Vegetation monitoring was conducted in 2026.	Continue study with partners to evaluate how thatch removal and vegetation management techinques affect the population and vigor of potential palmate-bracted bird's-beak host species within alkali praire, and other studies, as appropriate.	Ongoing. Currently making plans to continue implementing the vegetation management tools and monitoring the research plots.

**Tasks listed in italics were identified based on implementation experience and current practices while all other tasks are directly from the HCP/NCCP.*

Yolo Habitat Conservancy
Meeting Date: 11/16/2026

Information

SUBJECT

Receive and file FY 25/26 end-of-year fiscal update and receive a presentation on summary of fiscal update.

Attachments

Staff Report
Att. A. FY 25/26 Fiscal End of Year Update

Form Review

Form Started By: Rosita Vidales
Started On: 11/12/2026 04:31 PM
Final Approval Date: 11/12/2026

Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Lucas Frerichs, Chair
Members of the Board

From: Cathy Little, Executive Director

Re: Receive and file end-of-year fiscal update for FY25/26 and receive presentation summarizing the fiscal update

Date: November 16, 2026

REQUESTED ACTION:

1. Receive and file fiscal update for FY25/26 and receive presentation summarizing the fiscal update

BACKGROUND:

As part of the Conservancy's regular financial updates to the Board, staff provides a fund-level financial report (Attachment A). This report includes end-of-year FY25/26 revenues and expenditures for the Mitigation Fee Fund (Fund 7230), Mitigation Trust Account Fund (Fund 7231), Grant Fund (Fund 7232), Pre-Permit Endowment Fund (Fund 7233), Post-Permit Endowment Fund (7234), and Other Revenue Fund (Fund 7235). Funds associated with the Pre-Permit Endowment Fund and Post-Permit Endowment Fund are held by the Sacramento Region Community Foundation. All other fund accounts are held by the County Treasury. A summary of the status of each fund is provided below.

Mitigation Fee Fund (Fund 7230)
This fund is the primary fund for revenues and expenditures associated with implementation of the Yolo HCP/NCCP. Revenue was higher than the projected budget and expenditures were under budget in the Mitigation Fee Fund. Revenue is mostly driven by payments from covered activities and slightly higher fees came in than the conservative estimate that staff made when preparing the budget. The approved FY25/26 budget assumed that the Conservancy would be primarily staffed by County staff. There was a delay in the County's hiring of an Executive Director and an analyst was not hired during FY25/26. Therefore, County staff time is lower than budgeted. In addition, the 5-year financial assessment was not completed. The largest expenditure for this fund was the purchase of a conservation easement, which closed during FY25/26 and was accounted for in the original FY25/26 budget.

Mitigation Trust Account Fund (Fund 7231)
This fund holds mitigation funds collected by the Conservancy that are not tied to the Yolo HCP/NCCP. At the beginning of FY25/26 this fund held pre-permit mitigation funds that were to be used specifically for the conservation of burrowing owl habitat and accrued interest. These funds were budgeted to be

used entirely within FY25/26 for a portion of a conservation easement purchase that closed during FY25/26. The balance of this fund was utilized in FY25/26 as expected.

Grant Fund (Fund 7232)
This fund is designated for grant funds. The Conservancy did not have any active grants or known grant awards at the beginning of FY25/26 so no funds were budgeted in this fund. The two grants that were awarded in FY25/26 were not executed until the third quarter of FY25/26 and the Conservancy did not start work on them until the end of the fiscal year.

Pre-Permit Endowment Fund (Fund 7233)
This fund holds endowment funding for pre-permit easement sites that were established primarily prior to the implementation of the Yolo HCP/NCCP. The approximately negative $22,098 in revenue reported in the Pre-Permit Endowment Fund represents the funds decrease in value over FY25/26. In addition, approximately $4,587 in expenditures were fees charged by the Sacramento Region Community Foundation for holding and investing the funds, and $5,699 in expenditures are associated with the annual easement compliance monitoring conducted by the Yolo Land Trust.

Post-Permit Endowment Fund (Fund 7234)
This fund holds the Yolo HCP/NCCP's post-permit endowment funding. The approximately $74,752 in revenue reported includes approximately $29,269 in HCP/NCCP fees that were collected and deposited into the Post-Permit Endowment Fund according to the currently approved HCP/NCCP fee fund allocation and a $67,800 stewardship donation that was provided in accordance with the Conservancy's Stewardship Donation Policy (as amended September 19, 2021). The approximately negative $22,317 in revenue reported in the Post-Permit Endowment Fund represents the fund decrease in value over FY25/26. Approximately $3,903 in expenditures are fees charged by the Sacramento Region Community Foundation for holding and investing the funds.

Other Revenue Fund (Fund 7235)
This fund holds Special Participating Entity Fee revenue and other funds collected by the Conservancy that do not fit into the criteria for the other fund categories. No expenditures from this fund were budgeted in FY25/26 and none occurred. The approximately $3,876 reported as income to this fund is interest earned.

ATTACHMENTS:

Attachment A. Yolo Habitat Conservancy FY25-26 End-of-Year Budget Status Financial Report

Yolo Habitat Conservancy FY25-26 End-of-Year Budget vs. Actuals

Mitigation Fee Fund (Fund 7230)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 06.30.26	% of Amount Budgeted for FY25/26
Beginning Fund Balance	**$2,836,379**	**$2,691,015**	**95%**
Unassigned Fund Balance	$ 1,976,292	$1,830,928	93%
Assigned Fund Balance	$ 860,087	$860,087	100%
Revenues	**$ 1,068,750**	**$ 1,323,894**	**124%**
Fees and Permits	$ 1,068,750	$1,266,369	118%
Interest	$ -	$57,525	-
Expenditures	**$ (2,702,550)**	**$ (1,771,098)**	**66%**
Insurance-public liability	$ (1,100)	($1,067)	97%
Office Expense	$ (5,000)	($1,641)	33%
Transportation and Travel	$ (3,000)	($1,419)	47%
IT Service - ERP	$ (1,000)	($333)	33%
IT SVCS - Dept System Maint	$ (2,000)	$ -	0%
Prof & Sec Svc - IT Services	$ (2,500)	($1,251)	50%
Prof & Sec Svc - auditing and accounting	$ (19,200)	($19,900)	104%
Prof & Sec Svc - Legal	$ (20,000)	($700)	4%
Prof & Sec Svc - Other	$ (943,750)	($773,359)	82%
Board Meeting Stipends	$ (2,000)	$ -	0%
Memberships	$ (3,000)	($2,920)	97%
Easements - Non Depreciable	$ (1,500,000)	($968,508)	65%
Contingency	$ (200,000)	$ -	0%
Net Fund Balance	**$ (1,633,800)**	**$ (447,204)**	**27%**
Use (Contribution) to Fund Balance			
Transfer to reserve	$ (200,000)	($200,000)	100%
End Fund Balance	**$1,202,579**	**$2,243,811**	**187%**
Unassigned Fund Balance	$ 342,492	$ 1,383,724	404%
Assigned Fund Balance	$ 860,087	$860,087	100%

Mitigation Trust Account Fund (Fund 7231)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 06.30.26	% of Amount Budgeted for FY25/26
Beginning Fund Balance	**$ 158,700**	**$166,534**	**105%**
Revenues	**$ -**	**$2,273**	-
Interest	$ -	$2,273	-
Expenditures	**$ (158,700)**	**($165,000)**	**104%**
Prof & Spec Svc - Legal		$0	-
Prof & Spec Svc - Other		$0	-
Easements - Non Depreciable	$ (158,700)	($165,000)	104%
Other Fin Uses - Transfer Out		$0	-
Net Fund Balance	**$ (158,700)**	**($162,727)**	**103%**
End Fund Balance	**$ -**	**$3,807**	-

**The remaining balance of Mitigation Trust Account Funds associated with burrowing owl mitigation were nearly expended to acquire the Lucky Land Easement in December 2025.*

Grant Fund (Fund 7232)

Description	Approved FY25/26 Budget (as amended 3.31.26)	Actuals as of 06.30.26	% of Amount Budgeted for FY25/26
Beginning Fund Balance	**$ -**	**$0**	-
Unassigned Fund Balance			
Assigned Fund Balance			
Revenues	**$ 110,000**	**$122**	0%
Interest	$ -	$122	-
Other revenue- CDFW LAG Grant	$ 15,000	$0	-
Other revenue- NFWF Grant	$ 95,000	$0	
Expenditures	**$ 110,000**	**($559)**	-1%
Prof & spec svc-other	$ -	($559)	-
Net Fund Balance	**$ -**	($436)	-
End Fund Balance	**$ -**	($436)	-

**Revenues represent grant funds which are provided on a reimbursement basis.*

Pre Permit Endowmnet Fund (Fund 7233)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 06.30.26	% of Amount Budgeted for FY25/26
Beginning Fund Balance	**$ 374,076**	**$430,881**	**115%**
Revenues	**$ -**	**($22,098)**	-
Interest	$ -	($22,098)	-
Expenditures	**$ (10,000)**	**($10,284)**	**103%**
Prof & spec svc-other	$ (10,000)	($10,284)	103%
Net Fund Balance	**$ (10,000)**	**($32,382)**	**324%**
End Fund Balance	**$ 364,076**	**$398,499**	**109%**

Post Permit Endowmnet Fund (Fund 7234)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 06.30.26	% of Amount Budgeted for FY25/26
Beginning Fund Balance	**$ 394,925**	**$404,088**	**102%**
Revenues	**$ 29,250**	**$74,752**	**256%**
Fees and Permits	$ 29,250	$29,269	100%
Interest	$ -	($22,317)	-
Other - Stewardship Contribution	$ -	$67,800	-
Expenditures	**$ (3,000)**	**($3,903)**	**130%**
Prof & spec svc-other	$ (3,000)	($3,903)	**130%**
Net Fund Balance	**$ 26,250**	**$70,849**	**270%**
End Fund Balance	**$ 421,175**	**$ 474,937**	**113%**

Other Revenue Fund (Fund 7235)

Description	Approved FY25/26 Budget (5.19.25)	Actuals as of 06.30.26	% of Amount Budgeted for FY25/26
Beginning Fund Balance	**$ 104,989**	**$114,904**	**109%**
Revenues	**$ -**	**$3,876**	-
Fees and Permits	$ -	$0	-
Interest	$ -	$3,876	-
Expenditures	**$ -**	**$0**	-
Prof & spec svc-other	$ -	**$0**	-
Net Fund Balance	**$ -**	**$3,876**	-
End Fund Balance	**$ 104,989**	**$118,780**	**113%**
All Funds End Fund Balance	**$ 2,092,819**	**$3,239,397**	**155%**

Yolo Habitat Conservancy **11.**
Meeting Date: 11/16/2026

Information

SUBJECT

Receive and file fiscal update for FY 26/27 Quarter 1 and receive presentation summarizing the fiscal update.

Attachments

Staff Report
Att. A. FY 26/27 Adopted Budget Q1

Form Review

Form Started By: Rosita Vidales Started On: 11/12/2026 04:38 PM
Final Approval Date: 11/12/2026

Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Lucas Frerichs, Chair
Members of the Board

From: Cathy Little, Executive Director

Re: Receive and file fiscal update for FY26/27 Quarter 1 and receive presentation summarizing the fiscal update

Date: November 16, 2026

REQUESTED ACTION:

1. Receive and file fiscal update for FY26/27 Quarter 1 and receive presentation summarizing the fiscal update

BACKGROUND:

As part of the Conservancy's regular financial updates to the Board, staff provides a fund-level financial report (Attachment A). This report includes FY26/27 revenues and expenditures for the Mitigation Fee Fund (Fund 7230), Mitigation Trust Account Fund (Fund 7231), Grant Fund (Fund 7232), Pre-Permit Endowment Fund (Fund 7233), Post-Permit Endowment Fund (7234), and Other Revenue Fund (Fund 7235). Funds associated with the Pre-Permit Endowment Fund and Post-Permit Endowment Fund are held by the Sacramento Region Community Foundation. All other fund accounts are held by the County Treasury. A summary of the status of each fund is provided below.

Mitigation Fee Fund (Fund 7230)
This fund is the primary fund for revenues and expenditures associated with implementation of the Yolo HCP/NCCP. Revenue is mostly driven by payments from covered activities. Both revenue and expenditures in the Mitigation Fee Fund are approximately on target.

Mitigation Trust Account Fund (Fund 7231)
This fund holds mitigation funds collected by the Conservancy that are not tied to the Yolo HCP/NCCP. This fund holds funds such as for the Swainson's hawk mitigation collected by the Conservancy prior to permit issuance or funds that are tied to specific pre-permit activities, such as burrowing owl habitat conservation. These funds have almost been exhausted and the fund has not had activity during the first quarter of FY26/27 except a minimal amount in interest.

Grant Fund (Fund 7232)
This fund is designated for grant funds. The Conservancy had two active grants at the beginning of FY26/27 with anticipation of work being conducted on both grants during the year. Therefore, an

estimated amount was budgeted for expenditures for activities that were planned to be conducted and the same amount in reimbursement. Funds were expended on activities during the first quarter, but reimbursement from the first quarter invoice have not yet been received.

Pre-Permit Endowment Fund (Fund 7233)
This fund holds endowment funding for pre-permit easement sites that were established primarily prior to the implementation of the Yolo HCP/NCCP. This account earned $7,557 in interest during the first quarter. Approximately $1,242 in expenditures were fees charged by the Sacramento Region Community Foundation for holding and investing the funds. The annual easement compliance monitoring conducted by the Yolo Land Trust has not been completed yet for FY26/27, therefore no expenditures in professional services have yet occurred.

Post-Permit Endowment Fund (Fund 7234)
This fund holds the Yolo HCP/NCCP's post-permit endowment funding. This account earned approximately $6,772 in interest during the first quarter. Approximately $1,113 in expenditures are fees charged by the Sacramento Region Community Foundation for holding and investing the funds. The starting balance is lower than expected because the funds lost value during FY25/26 (~$22,317) and funds collected from fees and permits have not been transferred yet from Treasury to the post-permit endowment fund. Funds are collected and held in the County Treasury. Each quarter, funds are evaluated and specific amounts are transferred to the post-permit endowment fund held by the Foundation. We have collected approximately $8,531 in fees and permits (~26% of projected for the entire year, so we are on target) so far during FY26/27. A total of $100,000 was transferred in October 2026 and those funds will be reflected in the balance during FY26/27 Quarter 2.

Other Revenue Fund (Fund 7235)
This fund holds Special Participating Entity Fee revenue and other funds collected by the Conservancy that do not fit into the criteria for the other fund categories. No expenditures from this fund were budgeted in FY26/27 and none have occurred. The approximately $424 reported as income to this fund is interest earned during the first quarter.

ATTACHMENTS:

Attachment A. Yolo Habitat Conservancy FY26/27 Quarter 1 Budget Status Financial Report

Yolo Habitat Conservancy FY26/27 Quarter 1 Estimated Budget Status

Mitigation Fee Fund (Fund 7230)

Description	Approved FY26/27 Budget (5/18/2026)	Estimated Budget Status (9/30/2026)*, **	% of Amount Budgeted for FY26/27
Beginning Fund Balance	**$1,928,697**	**$1,928,697**	-
Unassigned Fund Balance	$ 1,068,610	$ 1,068,610	-
Assigned Fund Balance	$ 860,087	$ 860,087	-
Revenues	**$ 1,239,923**	**$ 336,858**	**27%**
Fees and Permits	$ 1,239,923	$ 328,106	26%
Interest	$ -	$ 8,752	-
Expenditures	**$ (1,205,450)**	**$ (220,676)**	**18%**
Insurance-public liability	$ (1,100)	$ (1,090)	99%
Minor Equipment	$ (6,000)	$ -	0%
Office Expense	$ (5,000)	$ (80)	2%
Transportation and Travel	$ (3,500)	$ (900)	26%
IT Service - ERP	$ (1,000)	$ -	0%
IT SVCS - Dept System Maint	$ (5,000)	$ -	0%
Prof & Sec Svc - IT Services	$ (2,500)	$ (265)	11%
Prof & Sec Svc - auditing and accounting	$ (20,700)	$ -	0%
Prof & Sec Svc - Legal	$ (15,000)	$ -	0%
Prof & Sec Svc - Other	$ (936,150)	$ (218,341)	23%
Memberships	$ (3,000)	$ -	0%
Easements - Non Depreciable	$ (106,500)	$ -	0%
Contingency	$ (100,000)	$ -	0%
Net Fund Balance	**$ 34,473**	**$ 116,182**	**337%**
Use (Contribution) to Fund Balance			
Transfer to reserve	$ (200,000)	$ (50,000)	25%
End Fund Balance	**$1,963,169**	**$2,044,879**	**104%**
Unassigned Fund Balance	$ 903,082	$ 1,134,792	-
Assigned Fund Balance	$ 1,060,087	$ 910,087	-

**Amounts shown include all expenses entered into the County's accounting system (INFOR) at the time this table was prepared (10/30/2026) and some additional expenses that were known but not entered into the County's accounting system.*

***Beginning Fund Balance is an estimate taken from the approved FY26/27 budget. The final fund balance was not available at the time of report preparation (10/30/2026)*

Mitigation Trust Account Fund (Fund 7231)

Description	Approved FY26/27 Budget (5/18/2026)	Estimated Budget Status (9/30/2026)*, **	% of Amount Budgeted for FY26/27
Beginning Fund Balance	**$ 3,746**	**$ 3,746**	-
Revenues	**$ 147,220**	**$ 13**	**0%**
Interest	$ -	$ 13	-
Other revenue- SwHa Mit Fees	$ 147,220	$ -	0%
Expenditures	**$ -**	**$ -**	-
Easements - Non Depreciable	$ -	$ -	-
Net Fund Balance	**$ 147,220**	**$ 13**	**0%**
End Fund Balance	**$150,966**	**$3,759**	**2%**

**Amounts shown include all expenses entered into the County's accounting system (INFOR) at the time this table was prepared (10/30/2026) and some additional expenses that were known but not entered into the County's accounting system.*

***Beginning Fund Balance is an estimate taken from the approved FY26/27 budget. The final fund balance was not available at the time of report preparation (10/30/2026)*

Grant Fund (Fund 7232)

Description	Approved FY26/27 Budget (5/18/2026)	Estimated Budget Status (9/30/2026)*, **	% of Amount Budgeted for FY26/27
Beginning Fund Balance	**$ -**	**$ -**	**-**
Revenues***	**$ 196,250**	**$ 13**	**0%**
Interest		$ 13	-
Other revenue- CDFW LAG Grant	$ 46,750	$ -	0%
Other revenue- NFWF Grant	$ 149,500	$ -	0%
Expenditures	**$ (196,250)**	**$ (4,492)**	**2%**
Prof & spec svc-other	$ (168,000)	$ (4,492)	3%
Materials and Supplies	$ (28,250)	$ -	
Net Fund Balance	**$ -**	**$ (4,479)**	**-**
End Fund Balance	$ -	**$ (4,479)**	**-**

**Amounts shown include all expenses entered into the County's accounting system (INFOR) at the time this table was prepared (10/30/2026) and some additional expenses that were known but not entered into the County's accounting system.*

***Beginning Fund Balance is an estimate taken from the approved FY26/27 budget. The final fund balance was not available at the time of report preparation (10/30/2026)*

****Revenues represent grant funds which are provided on a reimbursement basis.*

Pre-Permit Endowmnet Fund (Fund 7233)

Description	Approved FY26/27 Budget (5/18/2026)	Estimated Budget Status (9/30/2026)*	% of Amount Budgeted for FY26/27
Beginning Fund Balance	**$ 435,987**	**$ 481,879**	**-**
Revenues	**$ -**	**$ 7,557**	**-**
Interest	$ -	$ 7,557	-
Expenditures	**$ (11,000)**	**$ (1,242)**	**11%**
Fees	**$ -**	$ (1,242)	-
Prof & spec svc-other	$ (11,000)	$ -	0%
Net Fund Balance	**$ (11,000)**	**$ 6,315**	**-**
End Fund Balance	**$ 424,987**	**$ 488,194**	**115%**

**Beginning Fund Balance, Interest, and Fee data are all taken from information provided by the Sacramento Region Community Foundation.*

Post-Permit Endowmnet Fund (Fund 7234)

Description	Approved FY26/27 Budget (5/18/2026)	Estimated Budget Status (9/30/2026)*	% of Amount Budgeted for FY26/27
Beginning Fund Balance	**$ 494,779**	**$ 431,877**	**-**
Revenues	**$ 36,069**	**$ 15,303**	**42%**
Fees and Permits	$ 33,099	$ 8,531	26%
Interest	$ -	$ 6,772	-
Other - Stewardship Contribution	$ 2,970	$ -	0%
Expenditures	**$ (4,000)**	**$ (1,113)**	**28%**
Fees	$ (4,000)	$ (1,113)	28%
Net Fund Balance	**$ 32,069**	**$ 14,191**	**44%**
End Fund Balance	**$ 526,848**	**$ 446,068**	**85%**

**Beginning Fund Balance, Interest, and Fee data are all taken from information provided by the Sacramento Region Community Foundation.*

Other Revenue Fund (Fund 7235)

Description	Approved FY26/27 Budget (5/18/2026)	Estimated Budget Status (9/30/2026)*, **	% of Amount Budgeted for FY26/27
Beginning Fund Balance	**$ 114,904**	**$ 114,904**	**-**
Revenues	**$ -**	**$ 424**	**-**
Fees and Permits	$ -	$ -	-
Interest	$ -	$ 424	-
Expenditures	**$ -**	**$ -**	**-**
Prof & spec svc-other	$ -	$ -	-
Net Fund Balance	**$ -**	**$ 424**	**-**
End Fund Balance	**$ 117,171**	**$ 115,328**	**98%**

**Amounts shown include all expenses entered into the County's accounting system (INFOR) at the time this table was prepared (10/30/2026) and some additional expenses that were known but not entered into the County's accounting system.*

***Beginning Fund Balance is an estimate taken from the approved FY26/27 budget. The final fund balance was not available at the time of report preparation (10/30/2026)*

All Funds End Fund Balance	**$ 3,183,141**	**$ 3,093,749**	**97%**

Regular 12.

Yolo Habitat Conservancy
Meeting Date: 11/16/2026

Information

SUBJECT

Approve the Conservation Easement for the Tauzer Farm Site (APN 042-100-006) to meet the former Yolo County Interim Swainson's Hawk Forging Habitat Mitigation Program requirements and Yolo HCP/NCCP pre-permit lands requirements, authorize YHC Executive Director to make minor modifications to the document as required by the Wildlife Agencies in consultation with County Counsel, and to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system (pre-permit).

Attachments

Staff Report
Att. A. Tauzer Farm Site Maps
Att. B. Tauzer Deed of Conservation Easement

Form Review

Form Started By: Rosita Vidales Started On: 11/12/2026 04:47 PM
Final Approval Date: 11/12/2026

Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Lucas Frerichs, Chair
Members of the Board

From: Cathy Little
Executive Director

Re: Approve the Conservation Easement for the Tauzer Farm Site (APN 042-100-006) to meet the former Yolo County Interim Swainson's Hawk Foraging Habitat Mitigation Program requirements and Yolo HCP/NCCP pre-permit lands requirements, authorize YHC Executive Director to make minor modifications to the document as required by the Wildlife Agencies in consultation with County Counsel, and to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system (pre-permit).

Date: November 16, 2026

REQUESTED ACTIONS:

1. Approve the Conservation Easement for the Tauzer Farm Site (Attachment B) and authorize YHC Executive Director to make minor modifications to the documents as required by the Wildlife Agencies and in consultation with the County Counsel.
2. Authorize the Executive Director to proceed with steps necessary to enroll the site in the Yolo HCP/NCCP reserve system (pre-permit).

BACKGROUND:

The Tauzer Farm Conservation Easement (Conservation Easement; Attachment B) serves the dual purpose of meeting the Swainson's hawk foraging habitat mitigation requirements and agricultural mitigation requirements of the Nishi Residential Development (Project) that were identified in the Project's Environmental Impact Report (State Clearinghouse #2015012066). Due to the timing of when the Project was voted on, the City of Davis, as the lead agency, has determined that the mitigation needs of the Project are considered pre-permit mitigation (pre-Yolo HCP/NCCP) and therefore follow the approach utilized by the former Yolo County Interim Swainson's Hawk Foraging Habitat Mitigation Program, which preceded the issuance of the Yolo HCP/NCCP permits and requires that projects over 40 acres provide the conservation land directly.

The approximately 160-acre Tauzer Farm Site (APN 042-100-006), located roughly 1.6 miles north of the City of Davis and within Planning Unit 11 (Willow Slough Basin; see Attachment A), was selected as being a suitable site for meeting both the agricultural mitigation requirements and Swainson's hawk foraging mitigation requirements of the Project due to its location within both a productive agricultural area and the core Swainson's hawk nesting area of Yolo County. The Tauzer Farm Site was approved as

a candidate Swainson's hawk foraging habitat mitigation site and candidate Yolo HCP/NCCP pre-permit reserve system site by the Conservancy's Board of Directors on May 18, 2026. California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife (USFWS) staff provided their approval of the site as a candidate Yolo HCP/NCCP pre-permit reserve system site on July 9, 2026. Due to the Conservation Easement including both agricultural mitigation and Swainson's hawk mitigation areas on agricultural land, the Yolo Land Trust is the designated Easement holder and the Yolo Habitat Conservancy is one of the Easement's designated Third-Party Beneficiaries.

The Conservation Easement utilizes the Yolo HCP/NCCP Easement Template for the underlying structure of the document as well as the terms and conditions specific to the Swainson's hawk habitat elements of the Easement. The approximately 160-acre Easement Area contains a 46-acre Swainson's Hawk Preserve Zone which provides Swainson's hawk foraging habitat in the form of both cultivated agricultural lands and grasslands, a 94-acre Agricultural Preserve Zone, and two Development Areas (combined total of approximately 20 acres); all areas not overlapping. For the purposes of the Yolo HCP/NCCP, only the 46-acre Swainson's Hawk Preserve Zone counts towards the Yolo HCP/NCCP's acreage requirements. However, the easement covers the entire Property in order to add habitat value and protection. The Easement requires the protection of at least 5 suitable nest trees, prohibits rodenticide use, and prohibits the installation of wind turbines throughout the entire Conservation Easement Area.

The Executive Director recommends that the Board approve the Conservation Easement as it relates to meeting the requirements of the Swainson's Hawk Foraging Habitat Mitigation and Yolo HCP/NCCP pre-permit lands requirements and proceed with steps necessary to finalize the easement and enroll the site in the Yolo HCP/NCCP reserve system. CDFW and USFWS were provided with the Conservation Easement for review and approval and enrollment of the 46-acre Swainson's Hawk Preserve Area portion of the Easement Area as Yolo HCP/NCCP pre-permit reserve lands on May 7, 2026; however, they have yet to provide written edits or formal approvals. Staff recommend that the Board authorize the Executive Director to proceed with finalizing the Conservation Easement in consultation with legal counsel, including potentially incorporating edits provided by CDFW and/or USFWS that legal counsel deems as minor edits. Staff will return to the Board for subsequent review and approval of any modifications to the attached Conservation Easement that legal counsel determines are significant or otherwise materially change the terms and conditions of the Conservation Easement.

ATTACHMENTS:

Attachment A. Tauzer Farm Site Location Map

Attachment B. Draft Tauzer Farm Conservation Easement

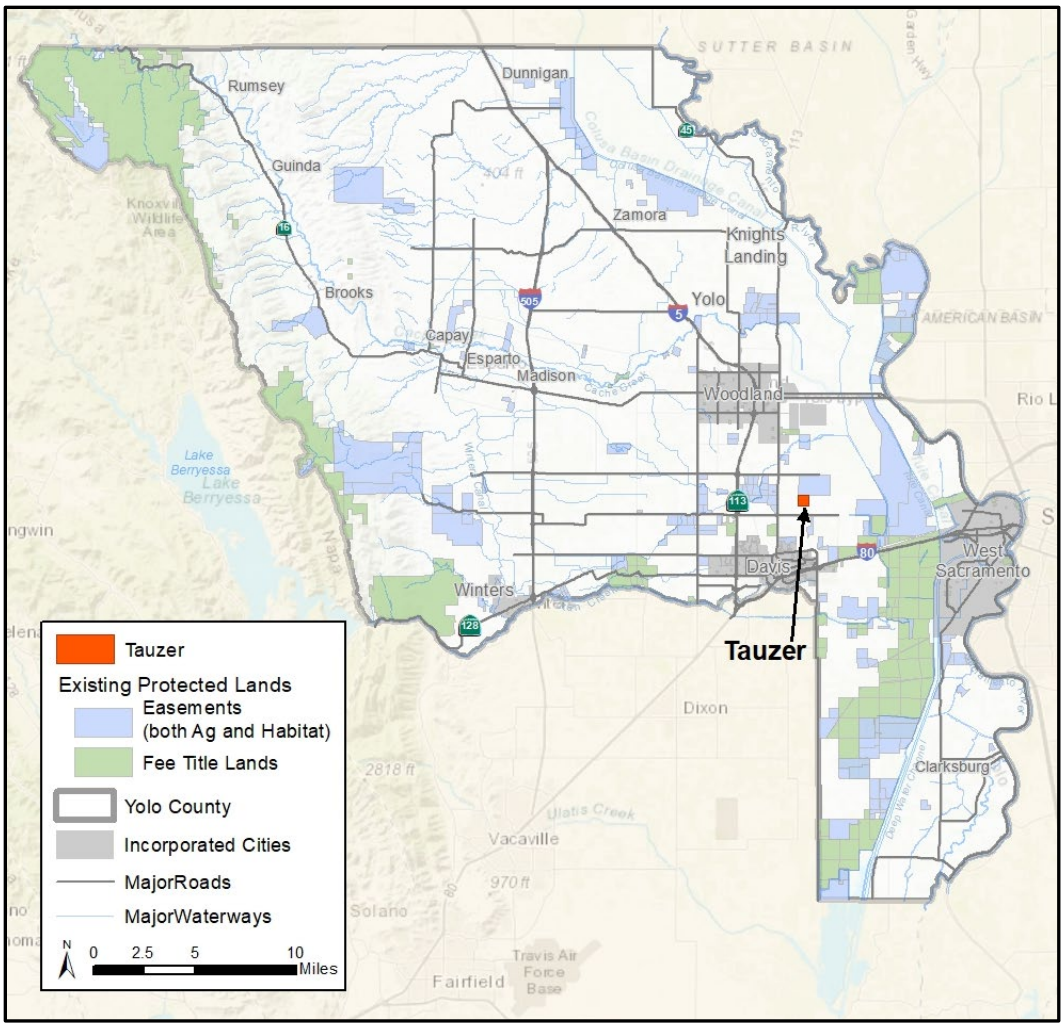


Figure 1: Tauzer Farm location map

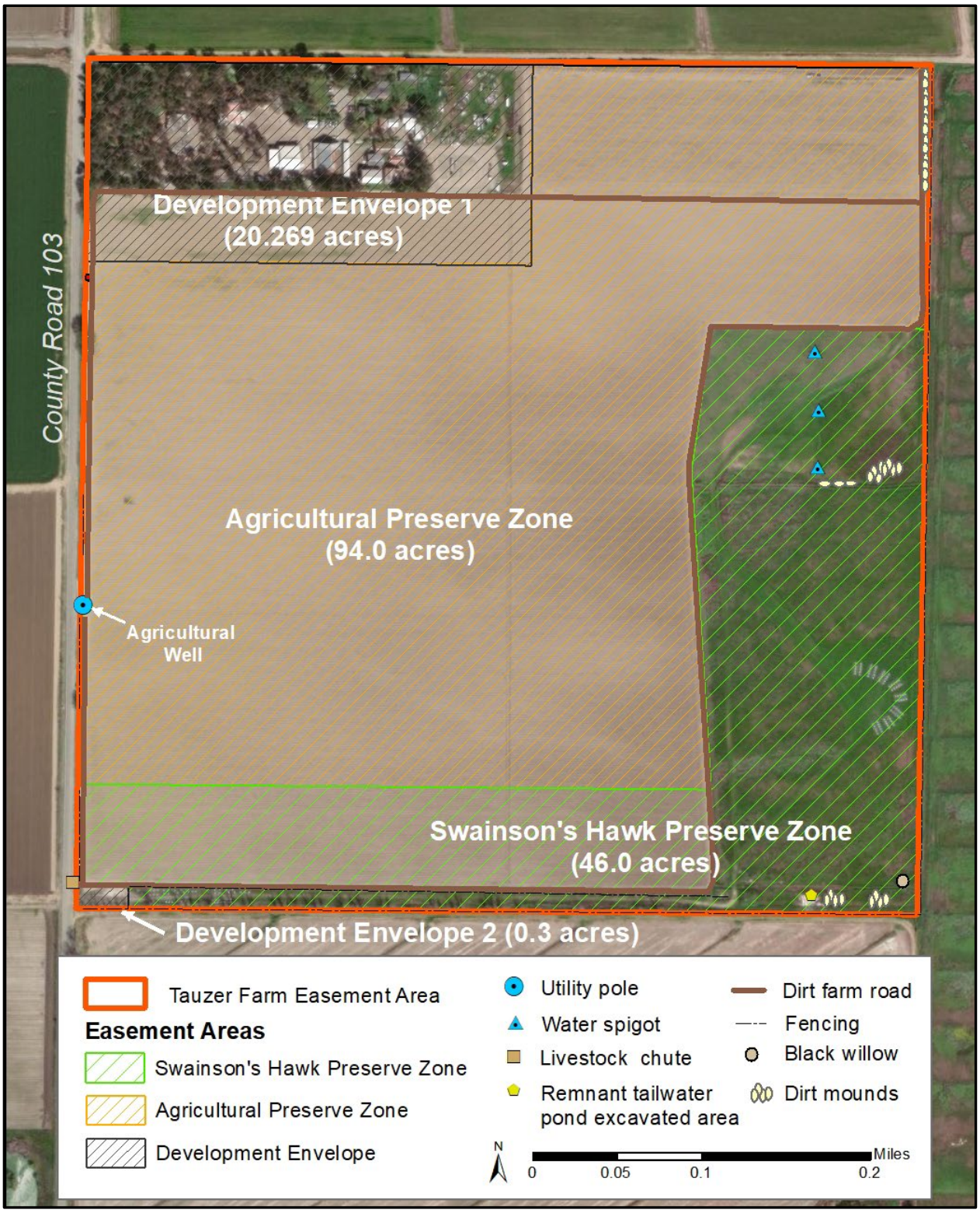


Figure 2: Tauzer Farm site map showing the Easement Areas and approximate locations of site features.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Yolo Land Trust
P.O. Box 1196
Woodland, CA 95776

WITH A COPY TO:
City of Davis
Attn: City Manager's Office
23 Russell Boulevard
Davis, CA 95616

Yolo Habitat Conservancy
PO Box 2202
Woodland, CA 95776

APN: 042-100-006 Space Above Line for Recorder's Use Only

DEED OF CONSERVATION EASEMENT
AND PERMANENT RESTRICTIONS ON USE
(including Transfer Fee Upon Conveyance and Third-Party Beneficiaries)

TAUZER FARM

THIS DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE (the **"Conservation Easement"**) is made this ___ day of _____, 20__, by Mark Tauzer and Diane Lynn Tauzer, Trustees of the Mark and Diane Lynn Tauzer Family Revocable Trust dated September 17, 2012 (**"Landowner"**), in favor of the Yolo Land Trust, a California non-profit, public benefit corporation (**"Easement Holder")**. Landowner and Easement Holder are also referred to herein individually as a **"Party"** and collectively as the **"Parties."**

RECITALS

A. On June 5, 2018, the voters of the City of Davis − pursuant to Municipal Code Chapter 41, the *Citizens' Right to Vote on Future Use of Open Space and Agricultural Lands* Ordinance − approved an all-residential development on 47 acres of land just northeast of the intersection of Interstate 80 and the railroad line to Sacramento, commonly known as the Nishi property, or Nishi 2.0 (the "**Nishi Project**").

B. This Conservation Easement is being executed and delivered to satisfy certain farmland mitigation requirements of the City of Davis, a municipal corporation of the State of California (**"City"**), and certain Swainson's hawk foraging habitat mitigation requirements of the State of California, under the California Environmental Quality Act ("**CEQA**"), related to the Nishi Project, as further explained below.

C. Landowner is the sole owner in fee simple of certain real property containing approximately 160 acres, located in the County of Yolo, State of California, designated as Assessor's Parcel Number 042-100-006. Said real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Property"**). Landowner intends to grant a Conservation Easement over the entire Property (also referred to as the **"Easement Area"**). As shown and described and depicted in **Exhibit A.1**, the Easement Area consists of three (3) distinct areas: the **"Agricultural Preserve Zone,"** the **"Swainson's Hawk Preserve Zone,"** and the **"Development Envelope."**

1) The Agricultural Preserve Zone consists of 94 acres on the southwest, central, and northeast portions of the Property and is described and depicted in **Exhibit A.2**. The soils in the Agricultural Preserve Zone include soils that have been classified as Prime Farmland by the Natural Resources Conservation Service, U.S. Department of Agriculture, and by the California Department of Conservation, Farmland Mapping and Monitoring Program, because this land has a soil quality, growing season, and water supply needed for sustained agricultural production. A more detailed description of the soils in the Agricultural Preserve Zone is included in the Baseline Documentation Report referenced below in Exhibit B. This Conservation Easement is intended to limit uses in the Agricultural Preserve Zone to agricultural uses as described in this Conservation Easement.

2) The Swainson's Hawk Preserve Zone consists of 46 acres on the southeast portion of the Property that provide foraging habitat for Swainson's hawks and is described and depicted in **Exhibit A.3**. This Conservation Easement is intended to limit uses in the Swainson's Hawk Preserve Zone to uses that provide habitat suitable for Swainson's hawk foraging as described in this Conservation Easement.

3) The Development Envelope consists of two areas on the western side of the Property containing residential buildings as well as structures and equipment related to the agricultural uses of the Property. The first area on the northwest corner of the Property is 20.269 acres and the second area on the southwest corner of the Property is 0.3 acres; both areas are described and depicted in **Exhibit A.4**. The restrictions in this Conservation Easement apply to the Development Envelope only to the extent necessary to ensure the Property retains its Conservation Values and only when explicitly stated in Section 4.

D. The Easement Area possesses agricultural, wildlife, and habitat values of great importance to Easement Holder, the people of the State of California and the people of the United States. The Agricultural Preserve Zone consists of open farmland, which includes land that has a soil quality, growing season, and water supply needed for sustained agricultural production. The Swainson's Hawk Preserve Zone consists of high-quality compatible farmland and grasslands that provide foraging habitat for Swainson's hawk (*Buteo swainsoni*). Individually and collectively, these agricultural, wildlife, and habitat values comprise the "**Conservation Values**" of the Easement Area. The status of the Conservation Values, as well as other uses and improvements within the Easement Area at the time of the execution of the Conservation Easement are described in the **"Baseline Documentation Report."** The Parties

acknowledge, as described in **Exhibit B** attached hereto and incorporated herein by reference, that each has received a copy of the Baseline Documentation Report, and that it accurately represents the Easement Area as of the date of the Conservation Easement.

E. The Agricultural Preserve Zone (**Exhibit A.2**) satisfies the City farmland mitigation requirements as set forth in City of Davis Municipal Code Chapter 40A (*Right to Farm and Farmland Preservation*) per City of Davis City Council Resolution No. 23-135 adopted on October 3, 2023. It also satisfies Article 2, Section 201.3 of the development agreement for the Nishi Project, which was passed and adopted by the City Council of the City of Davis on February 20, 2018 per Ordinance No. 2523 ("**Development Agreement**"). The City's Certificate of Acceptance is attached to this Conservation Easement as **Exhibit E** and is incorporated herein by this reference.

F. The Swainson's Hawk Preserve Zone (**Exhibit A.3**) satisfies certain Swainson's hawk foraging habitat mitigation requirements under CEQA, which were approved by the City Council of the City of Davis, acting as the lead agency under CEQA, on February 16, 2016 and February 6, 2018 respectively, pursuant to Resolution Nos. 16-013 and 18-022. It also complies with the Yolo Habitat Conservancy's ("**YHC's**") Interim Swainson's Hawk Foraging Habitat Mitigation Program, which was in effect at the time the Nishi Project was approved. The City's Certificate of Acceptance is attached to this Conservation Easement as **Exhibit E** and is incorporated herein by this reference.

G. The Yolo County 2030 Countywide General Plan provides for the protection of viable farmlands designated as prime, of statewide importance, unique, or of local importance from conversion to and encroachment of non-agricultural uses. This Conservation Easement is consistent with the goal of farmland protection; prime agricultural soils are a component of the aforementioned habitat and facilitate the agricultural practices that are critical to the Conservation Values.

H. The State of California recognizes the public importance and validity of conservation easements by enactment of California Civil Code section 815 et seq.

I. Easement Holder is a California nonprofit organization within the meaning of California Civil Code section 815.3(a) and is a tax exempt and "qualified conservation organization" within the meaning of Sections 501(c)(3) and 170(b)(1)(A)(vi) as defined by the United States Internal Revenue Code. Easement Holder is a member of the California Council of Land Trusts. Easement Holder, as certified by a resolution of Easement Holder's Board of Directors, accepts the responsibility of enforcing the terms of this Conservation Easement and upholding its Conservation Purposes (defined below, in **Section 1**) forever.

J. The City is permitted to acquire and hold conservation easements pursuant to California Civil Code section 815.3(b). City is a Third-Party Beneficiary of this Conservation Easement as described in **Section 6(h)** below.

K. The YHC serves as the **"Implementing Entity"** of the former Interim Yolo County Swainson's hawk foraging habitat mitigation program and the Yolo Habitat Conservation Plan/Natural Community Conservation Plan **("Yolo HCP/NCCP")**, and as such, is responsible for overseeing implementation of the Yolo HCP/NCCP Instruments, which confer separate rights and obligations on the Implementing Entity that will survive any future transfer of

the Conservation Easement. Following recordation of this Conservation Easement, the Swainson's Hawk Preserve Zone will be incorporated into the Reserve System (as such term is defined in the Yolo HCP/NCCP) (**"Reserve System"**) and will count toward the pre-permit land acquisition requirements set forth in the Yolo HCP/NCCP. The YHC is a Third-Party Beneficiary of this Conservation Easement as described in **Section 6(h)** below, with respect to matters under its jurisdiction.

L. The California Department of Fish and Wildlife ("**CDFW**") has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species pursuant to California Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes pursuant to California Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law. CDFW is a Third-Party Beneficiary of this Conservation Easement as described in **Section 6(h)** below, with respect to matters under its jurisdiction.

M. The United States Fish and Wildlife Service ("**USFWS**"), an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. section 1531 et seq. ("**ESA**"), the Fish and Wildlife Coordination Act, 16 U.S.C. sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. section 742(f) et seq., and other provisions of federal law. USFWS is a Third-Party Beneficiary of this Conservation Easement as described in **Section 6(h)** below, with respect to matters under its jurisdiction.

N. The City, Yolo Habitat Conservancy, CDFW, and USFWS are together referred to in this Conservation Easement as the "**Third-Party Beneficiaries**" in accordance with **Section 6(h)** below.

O. The Yolo Habitat Conservancy has developed a management plan, known as "Tauzer Farm Site-Specific Management Plan," that applies to the Easement Area (the **"Management Plan"**) incorporated herein by reference. The Management Plan has been developed in accordance with the applicable requirements of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (**"Yolo HCP/NCCP"**); Implementing Agreement for the Yolo HCP/NCCP; the federal incidental take permit issued by USFWS to Permittees for the Yolo HCP/NCCP pursuant to Section 10 of ESA; and the state NCCP permit issued by CDFW to Permittees for the Yolo HCP/NCCP pursuant to the NCCP Act (collectively referred to herein as **"Yolo HCP/NCCP Instruments"**) . The Management Plan also includes provisions that preserve and maintain the productive agricultural use of the Easement Area to the fullest extent such use is compatible with the preservation of its Conservation Values.

Landowner and Easement Holder recognize that changes (e.g., in agricultural practices and technologies, weather cycles, natural resource management technologies, conservation practices) may dictate changes in the management of the Easement Area, consistent with the Conservation Purposes, as defined in **Section 1**, below, and the Yolo HCP/NCCP Instruments. The Management Plan may be revised from time to time only with the written approval the Landowner, Easement Holder, and YHC, so long as the revisions are consistent with the requirements of the Conservation Easement, Yolo HCP/NCCP Instruments, and the applicable

Reserve Unit Management Plan as described in Section 6.4.3.3 of the Yolo HCP/NCCP. The final, approved copy of the Management Plan, and any amendments thereto approved by the Parties, shall be kept on file at the Yolo Habitat Conservancy. In the case of conflict between any terms or provisions of the Management Plan and this Conservation Easement, the Conservation Easement will control.

AGREEMENT

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, including California Civil Code Section 815 et seq., Landowner hereby voluntarily grants and conveys to Easement Holder, its successors and assigns, a conservation easement forever in, on, over and across the Easement Area, subject to the terms and conditions set forth herein, restricting in perpetuity the uses which may be made of the Easement Area, and the Parties agree as follows:

1. **Purposes**. The Conservation Purposes are to ensure the Agricultural Preserve Zone will be retained forever in productive agricultural use and that the Swainson's Hawk Preserve Zone will be retained forever in grasslands or in compatible productive agricultural use that provides suitable Swainson's hawk foraging habitat as contemplated by the Yolo HCP/NCCP and the site-specific Management Plan, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area (the "**Conservation Purposes**"). Landowner intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the Conservation Purposes. The Parties agree that the protection of the Conservation Values may be achieved through the continuation of existing compatible agricultural and other uses on the Easement Area provided that the uses preserve productive agricultural use within the Agricultural Preserve Zone, a minimum of five (5) mature trees suitable as Swainson's hawk nesting habitat within the Easement Area, and foraging habitat for Swainson's hawk within the Swainson's Hawk Preserve Zone as described in the Baseline Documentation Report and consistent with the terms and conditions of this Conservation Easement and the Management Plan. No activity, use, or development of the Easement Area for any purpose or in any manner that impairs, interferes with, or conflicts with the Conservation Values of the Easement Area shall be permitted. The terms "impairs," "interferes with," or "conflicts" with the Conservation Values of the Easement Area (or any derivation thereof, as applicable) shall mean having a material, adverse effect on the quality or character of the Conservation Values of the Easement Area.

2. **Landowner's Reserved Rights; Affirmative Obligations.**

(a) **Reserved Rights.** Landowner reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Landowner's ownership of the Easement Area, including the right to engage in or permit or invite others to engage in agricultural activities, including lawful and routine agricultural and ranching practices, so long as such activities are consistent with the Conservation Purposes, as set forth above in **Section 1**, and the Management Plan, and do not impair the Conservation Values.

i. **Development Envelope.** Landowner retains the right to conduct activities not explicitly prohibited by this Conservation Easement within the area identified as the Development Envelope and described and depicted in **Exhibit A.4**. Landowner's exercise of rights within the Development Envelope does not require the prior review or approval of Easement Holder for each particular use or activity, provided that allowable uses within the Development Envelope cannot interfere with the protection or enhancement of the Conservation Values on the portions of the Easement Area that are not included in the Development Envelope.

(b) **Affirmative Obligations.** Landowner shall maintain nesting habitat for Swainson's hawks as follows:

i. A minimum of five (5) mature trees greater than thirty (30) feet in height must be maintained within the Easement Area to provide nesting habitat for Swainson's hawks.

ii. If the number of mature trees within the Easement Area falls below five (5) (due to disease or other Acts of God) then Landowner is responsible for planting and maintaining within the Easement Area at least three (3) additional trees for each mature tree lost of the following species: valley oak, cottonwood, willow, or walnut. These replacement trees must be at least three inches (3") in diameter at the time of planting.

(c) **Access to Easement Area.** Landowner shall provide Easement Holder and Third-Party Beneficiaries access to the Easement Area.

3. **Rights of Easement Holder**. To accomplish the Conservation Purposes, Landowner hereby grants and conveys the following rights to Easement Holder:

(a) To carry out the Conservation Purposes of this Conservation Easement and to preserve and protect the Conservation Values of the Easement Area;

(b) To enter upon the Easement Area, no less than once annually, at reasonable times to monitor compliance with and otherwise enforce the terms of this Conservation Easement, provided that Easement Holder shall not unreasonably interfere with Landowner's allowed uses and quiet enjoyment of the Easement Area. Except where there is an imminent threat to the Easement Area or its Conservation Values, Easement Holder and its employees, contractors or agents will only enter the Easement Area at reasonable times and with at least forty-eight (48) hours advance notice to Landowner in writing or by phone. Landowner may waive these requirements in whole or in part by written notice to Easement Holder;

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the Conservation Purposes and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the Conservation Purposes;

(d) To require that all mineral, air, and water rights that Easement Holder deems necessary to preserve and protect the Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the Conservation Purposes; and

(e) Except as specifically reserved in this Conservation Easement, all present and future development rights and wind power rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Easement Area as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Easement Area or any other property. This Conservation Easement shall not create any development rights.

4. **Prohibited Uses**. Any activity on or use of the Easement Area that adversely affects the Conservation Purposes, as set forth in **Section 1**, above, is prohibited except as may be otherwise expressly provided in this Conservation Easement or in the Management Plan. Without limiting the generality of the foregoing, Landowner, Landowner's personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or allowing any of the following uses and activities on the Easement Area, unless, and then only to the extent that, a generally prohibited activity set forth below is a management practice, lawful and routine agricultural practice, or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan. The prohibited uses below are organized by the portion of the Easement Area to which they apply.

(a) **Prohibited Throughout the Entire Easement Area (including the Development Envelope).** The following uses are prohibited in the entire Easement Area, including the Development Envelope.

i. Use of fertilizers, pesticides, biocides, herbicides or other chemicals except as allowable under applicable law and as provided in the Management Plan in connection with the agricultural use of the Easement Area or other activities or uses that are authorized or reserved hereunder. Under no circumstances are rodenticides allowed to be used within any portion of the Easement Area unless specifically authorized in writing by Easement Holder and the Yolo Habitat Conservancy due to unforeseen or exceptional circumstances, such as proclamation of a local state of emergency.

ii. Planting, introduction, or dispersal of invasive plant or animal species.

iii. The erection and maintenance of windmills, wind farms, wind generating facilities, or other facilities with exposed spinning blades that may pose a danger to the Swainson's hawk.

iv. Without the prior written consent of Easement Holder, which Easement Holder may reasonably withhold or condition, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water

rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area (including the Development Envelope), including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area. In determining whether to consent to a short-term transfer (i.e. a transfer of water from the Property for a period of not more than one (1) year as defined by California law) or other change relating to water rights under this Section, Easement Holder shall evaluate whether the transfer will, during the transfer period, preclude Landowner from maintaining the productive agricultural use of the Agricultural Preserve Zone or the functional Swainson's hawk habitat within the Swainson's Hawk Preserve Zone in a manner that may impair the Conservation Values of the Conservation Easement during the proposed transfer period. This determination shall be subject to approval by Easement Holder and YHC.

v. The fee transfer of less than the entire Property or the division, subdivision, de facto subdivision or partition of the Easement Area, whether by physical, legal, or any other process. The Easement Area and Property (which are coterminous) comprise one (1) legal parcel and must be sold as a single legal parcel. Landowner shall maintain the one (1) legal parcel comprising the Property, and all of Landowner's interests therein, under common ownership, as a single parcel. Landowner will not sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate, or convey any portion of the Property provided, however, that a lease of a portion of the Easement Area for agricultural use (subject to this Conservation Easement) shall not be prohibited by this Section.

vi. Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Landowner, the Easement Area, or the activity or use in question.

(b) **Prohibited in the Agricultural Preserve Zone and the Swainson's Hawk Preserve Zone.** The following uses are prohibited in the Agricultural Preserve Zone and the Swainson's Hawk Preserve Zone, but these prohibitions do not apply to the Development Envelope.

i. Unseasonable watering activities that promote the establishment of invasive species that impair the habitat quality of the Easement Area for Swainson's hawk or otherwise impair the Conservation Values of the Easement Area.

ii. Use of heavy equipment, off-road vehicles, or other motorized vehicles, except on existing roadways or use of equipment or vehicles as required to conduct any management practice, lawful and routine agricultural practice, or

other activity as provided for in the Management Plan. The long-term storage of wrecked, dismantled, or inoperative nonagricultural vehicles and industrial or commercial equipment is prohibited.

iii. Except as set forth in the Management Plan or in **Section 4(b)ix**, below, any construction, reconstruction, relocation or placement of any road, building, billboard, or sign, or any other structure or improvement of any kind, or altering the surface or general topography of the Easement Area without written approval by Easement Holder. Except Landowner may construct or replace any well used for irrigation in the Agricultural Preserve Zone after providing written notice to Easement Holder.

iv. Commercial, industrial, residential, or institutional uses.

v. Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials, except in connection with lawful and routine agricultural practices (e.g., tilling, soil amendments, laser leveling) and other uses that do not impair the Conservation Values of the Easement Area and are allowed in the Management Plan.

vi. Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Easement Area, or granting or authorizing any surface entry for any exploring for or extracting minerals. This provision is not intended to prohibit lawful and routine agricultural practices (e.g., tilling, soil amendments, laser leveling) and other uses that are associated with site management activities, do not impair the Conservation Values of the Easement Area, and are allowed in the Management Plan.

vii. Removing, destroying, or cutting of trees except as allowed in the Management Plan and subject to the requirements of **Section 2(b)**, above.

viii. Manipulating, impounding, or altering any water course, body of water, or water circulation, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters, except as needed to conduct a management practice, lawful and routine agricultural practice, or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan.

ix. Antennas, towers, and facilities for the commercial generation and transmission of electrical power or telecommunications (including but not limited to cell towers and detached solar arrays) not in place at the execution of this Conservation Easement. Commercial generation and transmission shall mean generation and transmission for the primary purpose of selling power to a public or private utility, and the conveyance of any rights-of-way over, under, or on the Easement Area for any such purpose. Renewable power generation (other than wind) and transmission facilities primarily for agricultural and other permitted uses on the Easement Area may be constructed in the Agricultural Preserve Zone with written approval from Easement Holder. Such generation facilities shall be scaled to match the on-farm demand for energy. To the extent the appropriately-

sized facilities still produce power in excess of day-to-day energy requirements on the Easement Area, the excess power may be sold to appropriate public utilities. Landowner may not undertake any action or grant any right-of-way if the effect of such action or grant would impair the Conservation Values of the Easement Area. All rights to install or operate solar energy systems, other than those rights expressly reserved to Landowner in this Section, are conveyed by Landowner to Easement Holder, and shall not be applied or exercised by Easement Holder. Landowner and Easement Holder hereby agree this Section is a reasonable restriction under California Civil Code Section 714.

(c) **Prohibited in the Swainson's Hawk Preserve Zone Only**. The following uses are prohibited in the Swainson's Hawk Preserve Zone, but these prohibitions do not apply to the Development Envelope or the Agricultural Preserve Zone.

i. Vineyards, orchards, nurseries, rice, intensive livestock use (e.g., dairy, feedlot), and other agricultural uses except row and field crop cultivation and grazing activities as allowed in the Management Plan.

ii. Paving or other impervious surfaces.

(d) **Impervious Surface Limitation in Agricultural Preserve Zone.** The maximum impervious surface area within the Agricultural Preserve Zone shall not exceed one half of one percent (0.5%) of the total area of the Easement Area. The total impervious surface coverage limit shall apply to all existing and future driveways, roads, parking areas, and other paved or impervious surface in which water is prohibited from directly percolating into the ground, including any structures even if the soil surface is not disturbed.

5. **Unlawful Entry.** Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass on the Easement Area by persons whose uses or activities may degrade or harm the Conservation Values or are otherwise inconsistent with the Conservation Purposes. Reasonable actions to prevent trespass and related activities may include, but are not limited to, posting "No Trespassing" signs, constructing barriers and gates, and good faith efforts to exclude any person who is not a designated representative of Landowner, Easement Holder, or others with lawful access rights.

6. **Easement Holder's Remedies.**

(a) **Notice of Violation**. If Easement Holder or any Third-Party Beneficiary (as defined in **Section 6(h)** below) determines there is a violation of the terms of this Conservation Easement or that such violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Landowner, with a copy provided to the other Easement Holder and each Third-Party Beneficiary. The notice of violation shall specify the measures Landowner must take to cure the violation. Notice will be provided in accordance with **Section 14** of this Conservation Easement.

(b) **Opportunity to Cure**. If Landowner fails to cure the violation within thirty (30) days after receipt of written notice and demand from Easement Holder or any

Third-Party Beneficiary, as applicable, or if the cure reasonably requires more than thirty (30) days to complete and Landowner fails to begin the cure within such thirty (30)-day period, or Landowner fails to continue diligently to complete the cure, then Easement Holder or any Third-Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Easement Holder and Third-Party Beneficiaries may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for legal or other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury, or to otherwise enforce this Conservation Easement. Without limiting Landowner's liability therefor, any damages recovered may be applied to the cost of undertaking any corrective action on the Easement Area at the election of the party receiving such damages.

(c) **Emergency Action**. If Easement Holder in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Easement Holder and/or any Third-Party Beneficiary may pursue its remedies under this section without prior notice to Landowner or without waiting for the period provided for cure to expire. The rights of Easement Holder and Third-Party Beneficiaries under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) **Injunctive Relief**. Landowner agrees that Easement Holder's and Third-Party Beneficiaries' remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Easement Holder and/or any Third-Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Easement Holder and Third-Party Beneficiaries may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, et seq. The failure of Easement Holder or any Third-Party Beneficiary to discover a violation or to take immediate legal action in response to such action shall not bar such party from taking legal action at a later time.

(e) **Costs of Enforcement.** Any reasonable costs incurred by Easement Holder or any Third-Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against Landowner, including, but not limited to, costs of suit, costs of staff time and consultants, and attorneys' and experts' fees, and any costs of restoration necessitated by Landowner's negligence or breach of this Conservation Easement shall be borne by Landowner. In any action where an agency of the United States is a party, the right to recover fees and costs shall be governed by federal law.

(f) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement against Landowner shall be at the respective discretion of Easement Holder and each Third-Party Beneficiary, and any forbearance by any such party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of such party's rights under this Conservation Easement. No delay or omission by Easement Holder or any Third-Party Beneficiary in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(g) **Acts Beyond Landowner's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Easement Holder or any Third-Party Beneficiary to bring any action against Landowner for any injury to or change in the Property resulting from (i) any natural cause beyond Landowner 's control, including, without limitation, fire not caused by Landowner, flood, storm, and earth movement, or any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Easement Holder or any Third-Party Beneficiary or employees of Easement Holder or any Third-Party Beneficiary; or (iii) acts by persons that entered the Easement Area unlawfully or by trespass whose activities degrade or harm the Conservation Values of the Easement Area or whose activities are otherwise inconsistent with this Conservation Easement where Landowner has undertaken all reasonable actions to prevent such activities.

(h) **Third-Party Beneficiary Rights**. The Parties intend for City, Yolo Habitat Conservancy, USFWS and CDFW (collectively, **"Third-Party Beneficiaries"**) to be third-party beneficiaries of this Conservation Easement. All rights and remedies conveyed to Easement Holder under this Conservation Easement shall extend to and are enforceable by each Third-Party Beneficiary in accordance with the terms hereof. Landowner and Easement Holder acknowledge that, as Third-Party Beneficiaries of this Conservation Easement, Third-Party Beneficiaries shall have the same rights of access to the Easement Area granted to Easement Holder in **Section 3** above, and with rights to enforce all of the provisions of this Conservation Easement. If at any time in the future Landowner or any subsequent transferee uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and each Third-Party Beneficiary has standing as an interested party in any proceeding affecting the Conservation Easement. These rights are in addition to, and do not limit, Easement Holder's obligations under federal, state, and local laws and regulations relating to the protection of biological resources and the environment.

(i) **Reversion**. If Third-Party Beneficiaries reasonably determine that Easement Holder has materially failed to hold, monitor, or steward the Easement Area for the Conservation Purposes in the manner specified in this Conservation Easement, the Yolo HCP/NCCP Instruments, or the Management Plan, and that such failure is not the result of a good-faith difference in professional judgment regarding stewardship methods or priorities, Third-Party Beneficiaries may issue a written notice informing Easement Holder that it is in violation for not adequately performing its duties as Easement Holder

("**Notice of Reversion**"), and shall provide a copy of such Notice of Reversion to Landowner. The Notice of Reversion shall describe the specific deficiencies in Easement Holder's performance. Easement Holder shall have thirty (30) days from the receipt of a Notice of Reversion to cure such violation, or if the cure reasonably requires longer than thirty (30) days to cure, then such other reasonable amount of time required to cure the violation. If Easement Holder fails to cure the violation within thirty (30) days after receipt of a Notice of Reversion, or if the cure reasonably requires more than thirty (30) days to complete and Easement Holder fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, then this Conservation Easement shall revert to the City and YHC, with the assignment of responsibilities laid out in **Section 6(j)**, below. If for any reason, the City or YHC decline to assume responsibility as easement holders, the Conservation Easement shall revert to the State of California or to another public agency or nonprofit organization qualified pursuant to California Civil Code Section 815.3 and Government Code Section 65967(e), and approved by Third-Party Beneficiaries.

(j) **City's and YHC's Rights Upon Dissolution of Easement Holder**. Davis Municipal Code Section 40.A.03.060 provides that if any qualifying entity owning an interest in agricultural mitigation land ceases to exist, the duty to hold, administer, monitor and enforce the interest shall pass to the City. If Yolo Land Trust ceases to exist, (1) the City will automatically become the Easement Holder with respect to the Agricultural Preserve Zone and shall take over Yolo Land Trust's duties and responsibilities set forth in this Conservation Easement pertaining to the Agricultural Preserve Zone without any further action needing to be taken by any party, and (2) YHC will automatically become the Easement Holder with respect to the Swainson Hawk Preserve Zone and the Development Envelope and shall take over Yolo Land Trust's duties and responsibilities set forth in this Conservation Easement pertaining to the Swainson Hawk Preserve Zone and Development Envelope without any further action needing to be taken by any party. The City and YHC shall agree to an equitable allocation of endowment funds within 30 days after dissolution of the Yolo Land Trust. The allocation shall ensure, to the greatest feasible extent, the continued performance of all essential monitoring and other easement holder duties.

7. **Public Access.** Nothing contained in this Conservation Easement gives or grants to the public an independent right to enter upon or use the Easement Area or any portion thereof. Nor shall this Conservation Easement extinguish any existing public right to enter upon or use the Easement Area, provided said right is disclosed to Easement Holder and documented in the Management Plan and/or an exhibit to this Conservation Easement.

8. **Costs and Liabilities.** Except for those specific obligations to be undertaken by Easement Holder under **Section 3** above, or in the Management Plan, Landowner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to Landowner's ownership, operation, upkeep, management, and maintenance activities on and relating to the Easement Area. Landowner agrees that neither Easement Holder nor Third-Party Beneficiaries shall have any duty or responsibility for the operation, upkeep, or maintenance of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Landowner, the public or any third parties from risks relating to conditions on the Easement Area. Landowner shall remain responsible for obtaining any applicable governmental permits and approvals for any activity or use allowed on the Easement Area under this Conservation Easement, and Landowner

shall undertake all allowed activities and uses of the Easement Area in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Nothing in this Conservation Easement relieves Landowner of any obligation with respect to the Easement Area or restriction on the use of the Easement Area imposed by local, state, or federal law. For example, Landowner must comply with all applicable zoning and building statutes, ordinances and regulations, and all other applicable statutes and regulations. This Conservation Easement shall not be construed as granting Landowner any rights not permitted by local land use and/or zoning regulations at the time of construction, demolition, occupation, or other regulated use. It is Landowner's responsibility to comply with all laws. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively **"taxes"**), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Easement Holder with satisfactory evidence of payment upon request. Landowner shall maintain comprehensive general liability insurance in the amount of no less than three million dollars ($3,000,000.00) (either in a stand-alone general liability policy, or as part of any umbrella coverage, or a combination of the two) for the Easement Area. Landowner shall cause all such policies of insurance to name Easement Holder as additional insureds and provide Easement Holder annually with a certificate of insurance for each such policy and all renewals thereof. A certificate of insurance shall also be provided prior to the recording of this Conservation Easement.

9. **Indemnification.**

(a) **Indemnification by Landowner.** In view of Easement Holder and Third-Party Beneficiaries' negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Easement Area, Landowner shall hold harmless, protect, defend, and indemnify Easement Holder and Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, respectively, a **"Easement Holder Indemnified Party"** and, collectively, the **"Easement Holder Indemnified Parties"** and a **"Third-Party Beneficiary Indemnified Party"** and, collectively, the **"Third-Party Beneficiary Indemnified Parties"**) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' and experts' fees and costs), causes of action, claims, demands, orders, liens or judgments (each a **"Claim"** and, collectively, **"Claims"**), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any Easement Area, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to Easement Holder Indemnified Parties and Third-Party Beneficiary Indemnified Parties with respect to any Claim due solely to the gross negligence of Easement Holder Indemnified Parties or Third-Party Beneficiary Indemnified Parties ; (ii) the obligations specified in **Sections 5 and 8**; and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of Easement Holder Indemnified Parties or Third-Party Beneficiary Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice from Easement Holder Indemnified Parties or Third-Party Beneficiary Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to Easement Holder Indemnified Parties and Third-Party Beneficiary Indemnified Parties or, in the case of a

Third-Party Beneficiary Indemnified Party, reimburse Third-Party Beneficiary Indemnified Parties for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(b) **Indemnification by Easement Holder.** Easement Holder shall indemnify and hold Landowner, and its respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, a "**Landowner Indemnified Party**," and collectively the "**Landowner Indemnified Parties**") harmless from and against any Claims arising from intentional acts or omissions of Easement Holder (and the Third-Party Beneficiaries if the Third-Party Beneficiaries have accompanied Easement Holder) in connection with the inspection or monitoring of the Easement Area under this Conservation Easement, provided that Easement Holder's indemnity obligation set forth above shall not apply to any Claims to the extent they arise from the negligence or willful misconduct of Landowner, or accompanying Third-Party Beneficiaries' staff or representatives, or a violation of this Conservation Easement.

10. **Extinguishment.** The Conservation Easement created by this agreement constitutes a property right. It is the Parties' intention that the terms and conditions of this Conservation Easement shall be carried out in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind. If circumstances arise in the future that render the Conservation Purposes impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction commenced after written notice of the anticipated initiation of proceedings is provided in the same manner, and to the same entities, as set forth in **Section 12(a)**, below. In addition, no such extinguishment shall affect the value of Easement Holder's interest in the Easement Area, and if the Easement Area, or any interest therein, is sold, exchanged or taken by power of eminent domain after such extinguishment, Easement Holder shall be entitled to receive the fair market value of the Conservation Easement at the time of such extinguishment. If such extinguishment occurs with respect to fewer than all acres of the Easement Area, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment.

11. **Condemnation.** Termination of the Conservation Easement through condemnation (or purchase in lieu of condemnation or settlement of an eminent domain proceeding) is subject to the eminent domain laws of the State of California, federal law, and this Conservation Easement, and shall require approval of Easement Holder, CDFW, and USFWS. This Conservation Easement is a "conservation easement" as defined in California Code of Civil Procedure section 1240.055(a)(1) and constitutes "property appropriated to public use" as defined in California Code of Civil Procedure section 1240.055(a)(3). A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, only as provided in California Code of Civil Procedure Section 1240.055. CDFW and USFWS are public entities that imposed conditions of approval on a project that were satisfied, in whole or part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Easement Holder shall provide notice to CDFW and USFWS and comply with all obligations of the holder of a conservation easement under California Code of Civil Procedure Section 1240.055. If the Conservation Easement is condemned, the net proceeds

from condemnation of the Conservation Easement interest shall be distributed according to Paragraph 10 above and, as applicable, used in compliance with California Government Code Section 65966(j). Should this Conservation Easement be extinguished, condemned, or otherwise terminated on any portion of the Easement Area, the balance of the Easement Area shall remain subject to this Conservation Easement. In such event, this Conservation Easement shall be amended by the Parties, if necessary, to reflect the modified easement area on the balance of the Easement Area, and encumbrances junior to this Conservation Easement shall remain subordinate to the Conservation Easement as amended.

12. **Transfer of Conservation Easement.** This Conservation Easement may be assigned or transferred by Easement Holder upon written approval of Third-Party Beneficiaries which approval shall not be unreasonably withheld or delayed; provided, that Easement Holder shall give Third-Party Beneficiaries and Landowner at least sixty (60) calendar days prior written notice of the proposed assignment or transfer. Easement Holder may transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California law, including California Civil Code Section 815.3 and California Government Code Section 65967(c) (and any successor or other provisions applicable at the time of the proposed transfer), or the laws of the United States; (ii) otherwise reasonably acceptable to Third-Party Beneficiaries. Easement Holder shall require the transferee to record the conveyance in the Official Records of the County where the Easement Area is located. The failure of Easement Holder to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section shall be subject to the requirements of **Section 17** below.

13. **Transfer of Easement Area as Part of Property.**

(a) Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Landowner divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. Landowner agrees that the deed or other legal instrument shall also incorporate by reference the Management Plan, and any amendment(s) to those documents. For all transfers except routine and customary agricultural leases, Landowner further agrees to give written notice to Easement Holder and Third-Party Beneficiaries of the intent to transfer any interest at least sixty (60) calendar days prior to the date of such transfer. Easement Holder and Third-Party Beneficiaries shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given actual notice of the covenants, terms, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it). The failure of Landowner to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest or lessor of Landowner, by acceptance of a deed, lease, or other document purporting to convey an interest in the Easement Area, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

(b) **Transfer Fee to Easement Holder.** Landowner and Easement Holder recognize and agree that any transfer of the Easement Area and any division of

ownership will result in an additional burden on the monitoring and enforcement responsibilities of Easement Holder. Therefore, after this Conservation Easement is recorded, each transfer of the fee interest of the Easement Area (except for "Permitted Transfers" as defined below) shall require Landowner's payment of a transfer fee to Easement Holder or its successor. For purposes of this Conservation Easement, "Permitted Transfer" shall mean any of the following: (i) a transfer without consideration (e.g. an inter vivos or testamentary gift); or (ii) any transfer of a portion of the Easement Area made as a result of condemnation or eminent domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity. The fee shall be equal to three-fourths of one percent (0.75%) of the fair market value of fee title to the Easement Area transferred, with the fair market value of the Easement Area calculated based on acreage as a fraction of the fair market value of the Property (the "**Transfer Fee**"). The payment of the Transfer Fee will directly benefit the stewardship, defense and administration of the Conservation Easement and contribute to the protection of the Conservation Values in perpetuity.

(c) **Notice of Transfer Fee Instrument**. Landowner and Easement Holder agree to execute and record a "PAYMENT OF TRANSFER FEE REQUIRED" ("**Transfer Fee Notice**") in accordance with the applicable provisions of California Civil Code sections 1098.5 and 1098.6, respecting the Transfer Fee. The Transfer Fee shall be used by Easement Holder exclusively for purposes which provide a direct benefit to the Easement Area as defined in 12 CFR section 1228.1. The payment of the Transfer Fee shall be the obligation of the seller of the Easement Area and shall be paid to Easement Holder at the address set forth in the above referenced Transfer Fee Notice, with a confirmation of payment made in writing to Easement Holder at the address for giving notices to Easement Holder as set forth hereinbelow. Landowner or any subsequent purchaser shall provide reasonable written proof of the sales price of the Easement Area, including but not limited to executed closing statements, contracts of sale, copies of deeds or other similar evidence satisfactory to Easement Holder. An exchange of properties pursuant to Internal Revenue Code section 1031, or similar statute, shall be deemed to be for consideration based on the appraised market value of the Easement Area at the time of the exchange; market value shall be determined by agreement of Landowner and Easement Holder, or in the absence of such agreement, by an appraiser selected by Easement Holder that is State certified, designated, and qualified to value the real property, whose appraisal fee shall be paid by Easement Holder.

(d) **Nonpayment of Transfer Fee**. In the event of non-payment of the Transfer Fee in accordance with this Section, Easement Holder shall have the right to record a lien against the Property in the amount equal to the unpaid Transfer Fee plus any and all reasonable costs and attorney's' fees necessary to prepare and enforce the lien of the Transfer Fee. The lien shall be recorded in accordance with California Civil Code sections 2872 et seq. The lien shall be subordinate to this Conservation Easement and any other prior liens, encumbrances, mortgages, and deeds of trust of record and any subsequent mortgages or deeds of trust. A copy of the lien shall be mailed via certified mail, return receipt requested, to the purchaser at his last known address upon recordation of the lien. After the expiration of thirty (30) days following the mailing of a copy of the lien, the lien may be enforced in any manner permitted by law, including without

limitation a sale by the court or sale by the trustee designated by Easement Holder in the lien, in the sole exercise of their discretion, in accordance with the provisions of section 2924 of the California Civil Code.

(e) **Delivery of Baseline Documentation Report**. Landowner shall deliver to the buyer, as part of the escrow for the transfer of the Easement Area, Landowner's original signed Baseline Documentation Report (and including any supplements or additions thereto), or request Easement Holder provide a complete copy to the buyer at Landowner's expense. In addition, Landowner shall obtain from buyer and deliver to Easement Holder an acknowledgement in substantially the same form as **Exhibit B** attached hereto, wherein the buyer acknowledges receipt of the Baseline Documentation Report and certifies that the Baseline Documentation Report is an accurate representation of the condition of the Easement Area as of the date of the acknowledgement (subject to any changes of condition specified by the buyer).

14. **Notices.** Any notice, demand, request, consent, approval, or communication that Landowner, Easement Holder, or any Third-Party Beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Landowner:
Name
Address
City, State
Attn:
Telephone:
Email:

To Easement Holder:
Yolo Land Trust
Attn: Executive Director
P.O. Box 1196
Woodland, CA 95776
(530) 662-1110
jcurrey@theyololandtrust.org

To Third-Party Beneficiaries:
City of Davis
Attn: City Manager's Office
23 Russell Boulevard
Davis, CA 95616
(530) 757-5602
cmoweb@cityofdavis.org

Yolo Habitat Conservancy
Attn: Executive Director
P.O. Box 2202

Woodland, CA 95776
(530) 723-5504
info@yolohabitatconservancy.org

United States Fish and Wildlife Service
Attn: Sacramento Valley Division Supervisor
2800 Cottage Way, Room W-2605
Sacramento, CA 95825
(916) 414-6600

California Department of Fish and Wildlife
Attn: Regional Manager
1701 Nimbus Road
Rancho Cordova, CA 95670
(916) 358-2900

With a copy to:

California Dept. of Fish & Wildlife
Office of the General Counsel
Attn: General Counsel
1416 Ninth Street, 12th Floor
Sacramento, CA 95814-2090
(916) 445-8448

or to such other address as a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) calendar days after deposit into the United States mail. Parties may send copies of such notices by email.

15. **Amendment.** This Conservation Easement may not be amended, modified or otherwise changed in any manner, except by a written amendment executed by Landowner and Easement Holder, or their successors in interest, in their sole discretion. Any amendment shall be consistent with the Conservation Purpose and with Easement Holder's easement amendment policies in effect at the time of the proposed amendment and shall comply with section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section, and with section 815 et seq. of the California Civil Code. Any amendment shall have a net beneficial or neutral effect on the Conservation Values protected by the Conservation Easement. No amendment shall: (i) diminish or affect the perpetual duration or the Conservation Purpose of this Conservation Easement nor the status or rights of Easement Holder under the terms of this Conservation Easement; (ii) confer an impermissible private benefit to Landowner or any other individual greater than the benefit to the general public; (iii) result in private inurement for a board member, staff or contract employee of Easement Holder or violate Easement Holder's conflict of interest policy; or (iv) jeopardize Easement Holder's tax-exempt status or status as a charitable organization under state or federal law. Any such amendment shall be subject to the prior written consent of Third-Party Beneficiaries. Any amendment that is not made in strict accordance with the consent and other requirements of this Section shall be void and without

effect. Any such amendment must refer to this Conservation Easement by reference to its recordation data and must be recorded in the Official Records of Yolo County.

16. **No Merger.** Pursuant to California Civil Code section 815.1, this Conservation Easement shall be of perpetual duration. The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Easement Area become vested exclusively in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement, a replacement conservation easement, with a new Easement Holder approved by Third-Party Beneficiaries containing the same protections embodied in this Conservation Easement, shall be recorded against the Easement Area.

17. **No Hazardous Materials Liability.** Landowner represents and warrants that Landowner has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area. Landowner further represents, warrants and covenants that activities upon and use of the Easement Area by Landowner, its agents, employees, invitees and contractors shall comply with all Environmental Laws (as defined below) in using the Easement Area and that Landowner shall keep the Easement Area free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (as defined below). Without limiting the obligations of Landowner under this Conservation Easement, including **Section 9(a)**, Landowner hereby releases and agrees to indemnify, protect and hold harmless Easement Holder Indemnified Parties and Third-Party Beneficiary Indemnified Parties (as defined in **Section 9(a)**) from and against any and all Claims (as defined in **Section 9(a)**) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Easement Holder Indemnified Parties or Third-Party Beneficiary Indemnified Parties, or their employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any Easement Area; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice, defend such action or proceeding by counsel reasonably acceptable to Easement Holder Indemnified Parties and Third-Party Beneficiary Indemnified Parties, including reimbursing CDFW or USFWS for all charges incurred for services of the California Attorney General or the U.S. Department of Justice, respectively, in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement, the Parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Easement Holder or Third-Party Beneficiaries any of the following:

(a) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (as defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601 et seq.; hereinafter, **"CERCLA"**); or

(b) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(c) The obligations of a responsible person under any applicable Environmental Laws; or

(d) The right to investigate and remediate any Hazardous Materials associated with the Easement Area; or

(e) Any control over Landowner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

The term **"Hazardous Materials"** includes, without limitation, (i) material that is flammable, explosive or radioactive; (ii) petroleum products, including by-products and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901 et seq.; hereinafter **"RCRA"**); the Hazardous Materials Transportation Act (49 U.S.C. section 6901 et seq.; hereinafter **"HTA"**); the Hazardous Waste Control Law (California Health & Safety Code section 25100 et seq.; hereinafter **"HCL"**); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code section 25300 et seq.; hereinafter **"HSA"**), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

The term **"Environmental Laws"** includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Landowner represents, warrants and covenants to Easement Holder and Third-Party Beneficiaries that activities upon and use of the Property by Landowner, its agents, employees, invitees and contractors will comply with all Environmental Laws.

18. **Representations and Warranties.** Landowner hereby makes the following representations and warranties for the benefit of Easement Holder and Third-Party Beneficiaries:

(a) **Authority.** Landowner has good and sufficient title to the Easement Area including all appurtenances thereto, including, without limitation, all minerals and mineral rights and all water and water rights, and Landowner has full right and authority to enter into this Conservation Easement and convey the Conservation Easement to Easement Holder. Landowner has disclosed to Easement Holder any off-record lease agreements, liens, and encumbrances affecting the Easement Area. There are no monetary liens and encumbrances recorded against the Easement Area except as expressly identified in **Exhibit C** that may conflict with or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written Subordination Agreement approved by Easement Holder and Third-Party Beneficiaries. All deeds of trust and mortgages recorded against the Easement Area, or any portion thereof, are and shall continue to be subordinated to

this Conservation Easement; documentation of such subordinations is contained in **Exhibit C**. No provisions of this Conservation Easement should be construed as impairing the ability of Landowner to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Conservation Easement.

(b) **Compliance with Laws.** Landowner has not received notice of, and has no knowledge of, any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Easement Area.

(c) **No Litigation.** There is no action, suit or proceeding which is pending or threatened against the Easement Area or any portion thereof relating to or arising out of the ownership or use of the Easement Area, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

19. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law. Any proceeding or action to enforce this Conservation Easement shall occur in the Yolo County Superior Court.

(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the Conservation Purposes and the policy and purpose of Civil Code section 815, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid. It is the intent of this Conservation Easement to preserve the condition of the Easement Area and each of the Conservation Values protected herein, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate the Conservation Purposes and to allow Landowner's use and enjoyment of the Easement Area to the extent consistent with the Conservation Purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The uses allowed under the Conservation Easement are the intended best and most productive use of the Easement Area. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The Parties acknowledge that each Party and its counsel have had the opportunity to review and revise this Conservation Easement and that no rule of construction that ambiguities are to

be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with **Section 15.**

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon a valid transfer of the party's interest in the Conservation Easement in accordance with the terms and provisions hereof, except that liability for acts or omissions or breaches occurring prior to transfer shall survive transfer.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **Additional Interests.** Landowner shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, or otherwise abandon or relinquish (each a "**Transfer**") any mineral, air, or water right or agreement relating to the Property, without first obtaining the written consent of Easement Holder and Third-Party Beneficiaries. Easement Holder and Third-Party Beneficiaries may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Conservation Purposes. This Section shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with **Section 13**. Landowner shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Easement Holder and Third-Party Beneficiaries.

(j) **Recording.** Easement Holder shall record this Conservation Easement in the Official Records of Yolo County and may re-record it at any time as Easement Holder deems necessary to preserve its rights hereunder.

(k) **Counterparts.** The Parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(l) **Administrative Costs**. The administration of this Conservation Easement by Easement Holder requires considerable time and expense. Easement Holder shall bear all routine administrative expenses related to the Conservation Easement including, but not limited to the following activities: routine easement monitoring and reporting, and Written Notice of permitted activities not requiring Written Approval. Landowner agrees to pay the reasonable administrative expenses for non-routine administration of the Conservation Easement including, but not limited to actions requiring Easement Holder's approval, enforcement of Conservation Easement violations, and Landowner's Conservation Easement amendment requests.

(m) **Informational Sign.** Subject to Landowner's consent, which will not be unreasonably withheld, delayed, or conditioned, Easement Holder may erect and maintain a sign in a prominent location on the Easement Area, bearing information indicating that the Easement Area is subject to a Conservation Easement held by Easement Holder. The sign may acknowledge the sources of funding for the easement acquisition if applicable. The sign shall comply with all applicable laws including applicable sections of the Yolo County Code. The placement of signs that exceed what is allowed under the Yolo County Code is strictly prohibited. The wording of the information shall be determined by Easement Holder after review with Landowner but shall clearly indicate that the Easement Area is privately owned and not open to the public.

(n) **Joint Rights and Obligations.** When Landowner or Easement Holder comprise more than one (1) individual or entity, the rights and obligations of said parties by this Conservation Easement shall be joint and several.

(o) **Recitals.** All recitals in this Conservation Easement are accurate and shall constitute an integral part of this Conservation Easement, and this Conservation Easement shall be construed in light of those recitals.

(p) **Exhibits.** The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

Exhibit A – Legal Description of Property
Exhibit A.1 – Legal Description and Map of Easement Area
Exhibit A.2 - Legal Description and Map of Agricultural Preserve Zone
Exhibit A.3 - Legal Description and Map of Swainson's Hawk Preserve Zone
Exhibit A.4 - Legal Description and Map of Development Envelope

Exhibit B – Baseline Documentation Certification
Exhibit C –Title Encumbrances
Exhibit D – Notice/Memorandum of Unrecorded Site-Specific Management Plan
Exhibit E – City of Davis Certificate of Acceptance
Exhibit F – Yolo Habitat Conservancy Certificate of Acceptance

Exhibit D shall be executed and recorded concurrently with this Conservation Easement as separate documents in the chain of title for the Property.

IN WITNESS WHEREOF, Landowner and Easement Holder have executed this Conservation Easement the day and year first above written.

LANDOWNER:

By: _____

Name:_____

Title:_____

By: _____

Name:_____

Title:_____

EASEMENT HOLDER:
Yolo Land Trust, a California nonprofit public benefit corporation

By: _____

Name: John S. Currey

Title: Executive Director