



Yolo Habitat Conservancy

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

Notice of Request for Proposals (RFP) For On-Call Real Estate Property Appraisal Services

Proposal Responses Due:

1:00 PM

December 2, 2024

**Submit Proposals to:
Yolo Habitat Conservancy**

info@yolohabitatconservancy.org

*This RFP is available on the Yolo Habitat Conservancy's website at
<https://www.yolohabitatconservancy.org/requestforproposals>*

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Attachments:

- Attachment A Appraisal RFP Response Form
- Attachment B Conservancy Insurance Requirements
- Attachment C Sample Master Services Agreement
- Attachment D Sample Task Order
- Attachment E Figure 1 Lucky Land Easement Area Map
- Attachment F Figure 2 Capay Cache Creek Easement Area Map
- Attachment G Yolo HCP/NCCP Easement Template

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Yolo Habitat Conservancy (Conservancy) is responsible for the implementation of the Yolo HCP/NCCP, which includes the creation of a 32,000-acre reserve system to provide habitat for 12 special status species over 50 years. This reserve system will include the establishment of conservation easements as well as a small number of fee title acquisitions on agricultural lands, riparian areas, wetlands, grasslands/rangelands, and other habitat types. To assist in these efforts the Conservancy is seeking responses from qualified real estate appraisal service firms and individual appraisers (Consultants) with demonstrated professional competence and experience to provide real estate appraisal services to the Conservancy for conservation easement and fee title acquisitions on an as-needed basis over a period of approximately three and a half years.

Selected Consultant(s) will enter into a Master Services Agreement (Attachment C) with the Conservancy. Specific projects will be assigned by the Conservancy’s Executive Director or their designees to selected Consultant via a Task Order (Attachment D) with a Task Order also awarded to one Consultant for the Lucky Land Easement Appraisal and a separate Task Order awarded to one Consultant for the Capay Inc Easement Appraisal.

More information about the Yolo Habitat Conservancy and the Yolo HCP/NCCP is available at www.yolohabitatconservancy.org.



Proposers who submit a response to this RFP must have the ability to meet the requirements, including terms and conditions outlined in this RFP.

B. SYNONYMOUS TERMS

1.
 - a. Firm, Consultant, Qualified Appraiser
 - b. Contract, Master Services Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer, Respondent

2. “Conservancy” refers to the Yolo Habitat Conservancy

C. SCOPE OF WORK

1. GENERAL DESCRIPTION

The Conservancy, through the course of implementing the Yolo HCP/NCCP will frequently need to acquire habitat conservation easements on land within Yolo County and a small portion of Solano County located along the Putah Creek riparian corridor. In some cases, the Conservancy must acquire fee title ownership of certain parcels of land necessary for the restoration of wetlands and other aquatic or riparian habitat. The Conservancy seeks the services of a licensed appraiser that has experience preparing appraisals for conservation easements similar to those required by the Conservancy (Qualified Appraiser) to identify the fair market value associated with potential easement and/or fee title acquisitions. The types of properties requiring appraisal services will consist of a variety of land types including row crops, cultivated rice lands, rangeland, riparian corridors, wetlands, and other natural land cover types.

Appraisals must be completed by an individual that is licensed pursuant to the Real Estate Appraisers’ Licensing Certification Law and comply with the Uniform Standards of Professional Appraisal Practice (USPAP). Depending on the funding source of the intended acquisition, appraisals may be subject to review and approval by the California Department of General Services and/or be required to comply with the Uniform Appraisal Standards for Federal Land Acquisitions (i.e., Yellow Book) and be subject to review and approval by Department of Interior staff.

The Conservancy proposes to select a Qualified Appraiser(s) and establish a Master Services Agreement(s) for these services from December 16, 2024 through June 30, 2028. There is no representation as to the number of appraisals to be performed during any given time period. These tasks will be assigned on an “as-needed” basis and the Conservancy reserves the right to enter into Master Services Agreements with multiple Qualified Appraisers and subsequently select appraisers from the list of Qualified Appraisers for specific Task Orders based on a variety of factors such as expertise in a specific type of property, expertise in a specific type of appraisal or appraisal standard, and ability to provide requested deliverables within a needed timeframe.

2. SERVICES TO BE PROVIDED

The Conservancy is seeking proposals for appraisal services for Conservancy projects involving conservation easement acquisitions and other real property acquisitions. Consultant



must be able to develop complete appraisals reports for the Conservancy that will state the estimated fair market value of the property interests being acquired. All appraisal reports will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Additional requirements and specific reporting formats may be required on a case-by-case basis to meet funding or other requirements. The Conservancy will identify all relevant reporting requirements when providing a scope of work to the Consultant for consideration.

Respondents must identify each task for which they are responding to within Section 4 of the Qualified Appraiser RFP Response Form: Lucky Land Easement Appraisal (Task 1), Capay Cache Creek Easement Appraisal (Task 2), and On-Call Appraisal Services (Task 3). The Conservancy anticipates needing several appraisals each year throughout the term of the Master Services Agreement, in addition to the ones specified in Task 1 and Task 2.

The services requested through this RFP are as follows:

Task 1 – Appraisal for Lucky Land Easement

Consultant will prepare an appraisal report that will state the estimated fair market value of the conservation easement interest being acquired on the approximately 316 acres (Easement Area) of the Lucky Land Site (APNs 033-210-012 and 033-210-013), located in Yolo County, California (See Attachment E). This appraisal will be prepared solely for the Conservancy and will not require California Department of General Services (DGS) or Department of Interior review.

Assumptions:

- The conservation easement will be consistent with the terms and conditions stated in the Yolo HCP/NCCP Easement Template, which is included as Attachment G of this RFP.
- The conservation easement will allow for continued use of the majority of site as flood-irrigated pasture.
- The proposed easement will include all lands within Assessor’s Parcel Numbers 033-210-012 and 033-210-013 except for lands already encumbered by an existing easement for the West Levee which is located along the western edge of the site.
- The easement will establish a 5-acre development envelope in the southwest corner of the Easement Area where existing infrastructure and the construction of additional buildings and facilities that support on-site uses of the property will be allowed.

Task 2 – Appraisal for Capay Cache Creek Easement

Consultant will prepare an appraisal report that will state the estimated fair market value of the conservation easement interest being acquired on the 66.381 acre (Easement Area) of the Capay Cache Creek Site (portions of APNs 048-130-028 and 048-130-029 located north of the Winters Canal), located along Cache Creek in Yolo County, California (See Attachment F). This appraisal will be prepared for the Conservancy, which may seek funding from the Wildlife Conservation Board for this acquisition. As such, the appraisal must meet the appraisal requirements described in the Wildlife Conservation Board’s Appraisal Review and Disclosure Policy (see <https://wcb.ca.gov/Programs/Acquisitions>) and is subject to DGS review and approval.



Assumptions:

- The conservation easement will be generally consistent with the terms and conditions stated in the Yolo HCP/NCCP Easement Template, which is included as Attachment G of this RFP except that all references to allowable agricultural activities will be removed.
- The Conservancy and landowner intend to conduct a site-wide habitat restoration effort within the proposed Easement Area that will include the cessation of all agricultural activities within the Easement Area. As such, the conservation easement will prohibit all future development within the proposed Easement Area, including commercial agricultural activities that are currently present on the site.
- The parcels in question are currently undergoing a lot line adjustment and the areas of the parcels to be evaluated will become a single parcel that will be entirely encumbered by the proposed conservation easement.
- The habitat conservation easement may be acquired utilizing funding from the Wildlife Conservation Board so the appraisal must comply with the Wildlife Conservation Board's Appraisal Review and Disclosure Policy (see <https://wcb.ca.gov/Programs/Acquisitions>) and may be subject to DGS review and approval.

Task 3 – On-Call Appraisal Services

Consultant shall provide on-call appraisal services for various Conservancy projects requiring the acquisition of real property interests. The Conservancy will inform the Consultant if the appraisal will be subject to state and/or federal review and any specific format requirements. The Consultant may also be asked to provide an independent review of appraisals prepared by others or other assistance related to their relative expertise as-needed.

Prior to the commencement of any work under Task 3 for future projects, the Conservancy's Executive Director or their designee shall request additional services in writing. Consultant shall prepare a cost estimate of the specific work requested, including all necessary sub-tasks, and provide an estimated completion date. The Conservancy's Executive Director or their designee shall meet with the Consultant to establish the maximum fee, including expenses, for the specific project, and to establish the completion date. The maximum fee shall be based upon the hourly rates set forth in the Master Services Agreement and shall include all expenses. Work shall not start until a Task Order that includes the scope of work, completion date, and maximum fee has been signed by the Conservancy's Executive Director.

3. CONSULTANT QUALIFICATIONS

The Conservancy seeks an individual consultant or firm that has demonstrated experience in and measurable success with real estate appraisals, especially appraisals for habitat conservation easements on agricultural land within Yolo County and the surrounding region. The response to this RFP should elaborate on experience and provide examples. The individual or firm must possess dedicated staff member(s) who have significant education, experience, qualifications, certifications, and/or other demonstrated competency applicable to provide the requested services. All appraisers must be a State of California Certified Real Estate Appraiser.

The successful Respondent must demonstrate:

- a. Satisfactory experience and certification for Real Estate Appraisals as issued by the office



of Real Estate Appraisers.

- b. Appropriate qualifications to perform the types of appraisals being requested.
- c. Previous experience performing appraisals for conservation easements on lands similar to those that the Conservancy seeks to acquire.
- d. Satisfactory experience working with State and Federal appraisal requirements.
- e. The ability to execute Attachment C (Sample Master Services Agreement). Any exceptions to the Sample Master Services Agreement language must be submitted with the proposal or the proposed exceptions will not be considered.
- f. The ability to meet the minimum insurance requirements detailed in Attachment B (Conservancy Insurance Requirements). The selected Consultant(s) or its insurance company shall submit an original certificate of insurance prior to execution of the Master Services Agreement. Certificates of insurance must show evidence that the coverage is in effect and that it meets the Conservancy's minimum requirements.

4. DELIVERABLE / REPORTS

Electronic copies of each requested appraisal, report, or memo in Microsoft Word and PDF formats. Compliance standards for each individual report will be specified within the Task Order issued for the project.

5. AWARDED CONTRACT REQUIREMENTS

- a. **INSURANCE REQUIREMENTS:** The Awarded Consultant must supply all insurance requirements as required in Attachment B (Conservancy Insurance Requirements).
- b. **FEES:** The Master Services Agreement will include a not-to-exceed amount. All expenditures must be associated with an executed Task Order which specifies a maximum amount allotted for the Task Order. Under most circumstances the Qualified Appraiser will be providing appraisal services for a specific site(s) on a flat-fee basis that is determined prior to the execution of a Task Order. In circumstances where the Task Order relates to providing advisory or other intermittent services, the Qualified Appraiser will charge an hourly rate with a not-to-exceed amount identified in the Task Order. Each Task Order will specify if it is to be paid on a flat-fee or hourly rate basis and the timeframe in which the work associated with the specific Task Order is to be completed. Hourly rates shall remain as specified in an Exhibit to the Master Services Agreement.
- c. **CONTRACT TERM:** The term of the Master Services Agreement shall be approximately three and a half (3.5) years. The term of the Master Services Agreement may be extended for one (1) additional twelve (12) month period. The specific amount of time allotted to individual Task Orders will be based on the needs of the individual project and shall not extend beyond the term of the Master Services Agreement.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS



The method of submitting your proposal is electronically to info@yolohabitatconservancy.org. Include “**APPRAISAL RFP RESPONSE**” in the subject line of the email.

It is the sole responsibility of the Proposer to ensure their proposal is submitted to info@yolohabitatconservancy.org with the required exhibits before the closing date and time. Each submittal will receive a confirmation of receipt by email. If you have any questions regarding the submittal of this proposal or do not receive a confirmation of receipt within 48 hours of submittal, please contact Chris Alford at chris@yolohabitatconservancy.org or (530) 848-6211.

F. ADDENDA

Any additional information not included in this solicitation which the Conservancy finds necessary and material to responding to the RFP will be posted as an addendum on the Conservancy’s website. Answers to questions submitted by email to info@yolohabitatconservancy.org prior to 5:00pm (PST) on November 18, 2024 shall be considered addenda to the solicitation documents and both the question and the response will be posted to the Conservancy’s website immediately under the RFP.

SECTION II. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Conservancy’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The Conservancy reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted to the Conservancy’s website. The Conservancy is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates. Failure to periodically check the website will be at the Bidders/Offer’s sole risk.

	EVENT	DATE	TIME
1	Conservancy issues RFP	11/1/2024	
2	Deadline for written questions to be submitted to info@yolohabitatconservancy.org concerning RFP	11/18/2024	5:00 pm (PST)
3	Conservancy issues responses to written questions on Conservancy's webpage	11/20/2024	5:00 pm (PST)
4	Deadline for accepting proposals	12/2/2024	1:00 pm (PST)
5	Phone/teleconference interviews	week of 12/2/24	
6	Anticipated Master Services Agreement start date	12/16/2024	



SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

Yolo Habitat Conservancy
Chris Alford
info@yolohabitatconservancy.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all communications concerning this procurement must be directed to the RFP Coordinator named above. Questions specific to the content or scope of this RFP should be submitted by email to info@yolohabitatconservancy.org with “**APPRAISAL SERVICES RFP QUESTION**” in the subject line no later than the date and time noted above in the Section II. All questions will be posted to the Conservancy’s RFP webpage with a response from the Conservancy by the date noted above in Section II.

The Conservancy is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the Conservancy’s website at www.yolohabitatconservancy.org/requestforproposals. Failure to periodically check the website will be at the Bidder’s/Offeror’s sole risk.

Any oral communications shall be considered unofficial and nonbinding on the Conservancy. Any irregularities or lack of clarity in the RFP should be brought to the attention of the to the RFP Coordinator for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The Conservancy shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Respondent must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Respondent may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The Conservancy shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the Conservancy formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may not submit the Proposer’s own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Conservancy, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.



H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the Conservancy. The Conservancy must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the Conservancy and with prior, written approval from the Conservancy.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a Master Services Agreement under this RFP, shall be the prime contractor and shall be responsible for all work performed. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the Conservancy.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the Conservancy if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a Conservancy employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment B before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The Conservancy may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELLATION

The Conservancy reserves the unilateral right to amend this RFP in writing at any time. The Conservancy also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers by email and will be posted on the Conservancy's website. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The Conservancy reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The Conservancy may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The Conservancy reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the Conservancy. Where the Conservancy waives



minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the Conservancy may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the Conservancy, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked “Exempt from CPRA.” Proposer shall defend, indemnify and hold the Conservancy harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the Conservancy may disclose the requested information under the CPRA.”

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The Conservancy reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The Conservancy reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The Conservancy shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Conservancy after all factors have been evaluated.

Award Evaluation Criteria:

- 1) Reasonableness of Costs
- 2) Qualifications and Experience
- 3) Delivery Schedule
- 4) Demonstrated Competence
- 5) Input from References
- 6) Quality and Completeness of Submitted Proposal
- 7) Proposer’s Concept & Understanding of the Conservancy’s goals and intent for the design and function of the project

R. AWARD PROCESS

The Conservancy reserves the right to make an award(s) without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The Conservancy reserves the right to negotiate and/or include a best and final offer stage to the process. Notwithstanding, the Conservancy reserves the right to add terms and conditions, deemed to be in the best interest of the Conservancy, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a Master Services Agreement or subsequent Task Order.



At the Conservancy’s sole discretion, the Conservancy may award a single Master Services Agreement or award multiple Master Services Agreements and allocate specific Task Orders to Qualified Appraisers based on their individual expertise relative to the scope of work associated with each individual Task Order.

S. GROUND FOR DISQUALIFICATION

Any false, incomplete or otherwise unresponsive statements, documents or information provided to the Conservancy may be cause for disqualification of the firm or individual contractor if, in the Conservancy’s judgment, it is material. The Conservancy’s decision to disqualify a firm or individual contractor shall be final.

T. RESERVATIONS

The Conservancy reserves the right to do the following at any time:

- Reject any response to the RFP, without announcing the reason for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity, or technical error in the RFP, a response to the RFP, or as part of any subsequent contract negotiation.
- Request that a firm or individual consultant supplement or modify all or certain aspects of their response to this RFP or other documents or materials submitted either individually or collectively.
- Terminate this RFP and issue a new RFP.
- Extend the deadline for accepting responses to this RFP.
- Negotiate with any or none of the firms or individual contractors that respond to this RFP.
- Make multiple awards resulting from this RFP process.
- Modify in the final contract any terms described in this RFP.
- Disqualify any proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the response to the RFP or other data available to the Conservancy.

SECTION IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The Conservancy reserves the right to contact references at any time, or take any other action necessary to determine Proposer’s ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The Conservancy’s failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the Conservancy.

C. FEDERAL, STATE, AND LOCAL LAWS



The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to another qualified, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified, including pricing. The Conservancy shall incur no financial responsibility in connection with a purchase order or contract from another public agency.

G. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the Conservancy.

H. PROTESTS

The Conservancy encourages Consultants to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The Conservancy is committed to fostering relationships with its Consultants to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester’s letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to the RFP Coordinator of this solicitation. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester’s representative;
- c. The solicitation title and due date;
- d. Identification of the statute or procedure that is alleged to have been violated;
- e. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor’s position;
- f. The form of relief requested.
- g. Protester’s failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.



- h. If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Consultants who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the Conservancy. Notice shall be provided prior to the closing date and time of the designated “question and answer period” of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on the Conservancy’s website.

Notice must be clearly marked “**Notice of Protest of Specifications/Requirements/Terms & Conditions**”. No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Consultants who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all Respondents who have been disqualified for not meeting the minimal requirements. Should a Respondent disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the Respondent met the minimal requirements. Notice must be clearly marked “**Notice of Disagreement**”. Respondents who fail to do so forfeit all rights in the protest process. It is at the Conservancy’s discretion to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked “**Notice of Protest of Award of Contract**”. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the Conservancy has no obligation to delay or otherwise postpone an award of a contract based on a protest.

SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

It is the sole responsibility of the proposer to ensure their proposal is submitted via email to info@yolohabitatconservancy.org before the closing date and time. Include “**APPRAISAL RFP RESPONSE**” in the subject line of the email. If you have any questions regarding the submittal of this proposal, please contact Chris Alford at (530) 848-6211. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.



B. REQUIRED PROPOSAL SUBMITTALS

The following exhibits shall constitute the “proposal” in response to this RFP and shall be submitted to info@yolohabitatconservancy.org as attachments to an email as either Word or pdf files. Failure to include all three exhibits may be cause for rejection of your proposal.

- 1) **Exhibit A** **Qualified Appraiser RFP Response Form**
[Use form provided as Attachment A of this RFP]
- 2) **Exhibit B** **Resume or CV of appraiser(s)**
- 3) **Exhibit C** **Consultant’s Rate/Fee Sheet**



EXHIBIT A

Qualified Appraiser RFP Response Form

***Respondents can either use this Word document or prepare their own document that includes the information requested in the order in which it appears on this document. Response document shall not exceed 10 pages.**

Name of Appraisal Firm:

Primary Contact Name and Title:

Phone:

Email:

Mailing Address:

1. Organizational summary and qualifications. A description of the firm, including the names, qualifications, and experience of the proposed project team, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability of the organization. Identify specific individuals that are State of California Certified Appraisers. Provide appraiser(s) resume or CV as Exhibit B.

2. Experience. Check all that apply:

- Experience conducting easement and fee title appraisals that successfully been reviewed and approved by the State of California Department of General Services, Real Estate Services Division
- Experience conducting easement and fee title appraisals that successfully been reviewed and approved by the Department of the Interior's Office of Valuation Services
- Experience conducting appraisals in the Central Valley
- Experience conducting appraisals in Yolo County
- Experience conducting appraisals for habitat conservation easements on agricultural lands that allow for some ongoing agricultural activities but restrict permanent crops
- Experience conducting appraisals for habitat conservation easements on rangeland
- Experience conducting appraisals for wetlands or other undeveloped aquatic areas

3. References. Provide at least three references for whom the appraiser has performed similar services of similar scope or for which the reference has direct experience reviewing the work of the appraiser. Include the organization name, contact person's name, email address, telephone number, and a brief description of the services performed for the reference or

reviewed by the reference.

Reference 1:

Organization:

Contact person's name and title:

Email:

Phone:

Reason for listing as a reference:

Reference 2:

Organization:

Contact person's name and title:

Email:

Phone:

Reason for listing as a reference:

Reference 3:

Organization:

Contact person's name and title:

Email:

Phone:

Reason for listing as a reference:

- 4. Task Proposals.** Check the box next to each task for which you are proposing to provide services for. Provide hourly rates and all other information about service fees or other billable costs as Exhibit C. These rates will be included as an Exhibit to the Master Services Agreement, if awarded. Include a cost and estimated completion date or timeframe for Tasks 2 and 3 if you have checked those tasks. Assume that the Master Services Agreement and Task Orders are executed on or before December 16, 2024 when proposing the completion date or timeframe.

- Task 1: Lucky Land Easement Appraisal

Proposed Cost:

Proposed Completion Date / Timeframe:

- Task 2: Capay Cache Creek Easement Appraisal

Proposed Cost:

Proposed Completion Date / Timeframe:

- Task 3: On-Call Appraisal Services (Include rate sheet/fee schedule as Exhibit C)

5. Master Services Agreement and Insurance Requirements.

- By checking this box, the submitter confirms that the Conservancy's insurance requirements and Sample Master Services Agreement (Attachments B and C of the Qualified Appraisers RFP) have been reviewed by the appropriate personnel.

List of any requested exceptions or changes to the insurance requirements. State "Not Applicable" if there are none:

List of any requested exceptions or changes to the Master Services Agreement. State "Not Applicable" if there are none:

6. Potential Conflict of Interest. Identify any potential organizational or professional conflicts of interest, including all relevant facts concerning any past, present or currently planned interests, which may present a conflict of interest. State "Not Applicable" if there are none.

7. Authorized Signature. Name, title, and signature of representative authorized to sign contracts on behalf of the firm or individual contractor:

Name:

Title:

Signature: _____

8. ADDITIONAL EXHIBITS TO INCLUDE AS PART OF THE RFP RESPONSE PACKAGE:

(These Exhibits do not count towards the 10 page limit)

- Exhibit B: Resume or CV of Qualified Appraiser(s)**
- Exhibit C: Rate Sheet / Fee Schedule**

APPRAISAL SERVICES RFP - ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
- d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Conservancy before the Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Further, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Conservancy's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all

APPRAISAL RFP - ATTACHMENT B

“claims made” coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Conservancy’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Conservancy’s Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Conservancy Risk Manager before work commences. Upon the Conservancy’s request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the

APPRAISAL RFP - ATTACHMENT B

Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon the Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

APPRAISAL RFP - ATTACHMENT C

AGREEMENT NO. _____

THIS AGREEMENT is made this __ this day of _____ 202_, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and _____ (“Consultant”), who agree as follows:

AGREEMENT

1. Consultant shall provide on-call appraisal services. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy on an as-needed basis. Task orders may include any of the services described in **Attachment A** hereto.
2. Consultant shall perform said services between _____, 202_ and _____, 202_. 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.
3. Total compensation to Consultant shall not exceed \$ __,000. Hourly rates shall not increase during the term of this Agreement.
4. During the term of this Agreement, Consultant shall maintain the insurance described in **Attachment B** hereto at its sole cost and expense.
5. Consultant shall be paid on a per assignment basis in accordance with its then-current rates, including any discounts provided to similar government agencies. Consultant may request a deposit upon acceptance of a task order of no more than 50% of the rate for the requested service(s). The remaining balance owed by Conservancy shall be provided at the completion of services under a task order. All payments shall be handled in the manner and timeframe described below. To the extent the Conservancy determines that the deposit and final payment approach described in this paragraph conflicts with the requirements of a grant that is available to reimburse the services provided by Consultant, the requirements of the grant shall control if Consultant accepts a task order for such work.

If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries.

Within fifteen (15) calendar days of the receipt of Consultant’s detailed invoice, the Conservancy shall either authorize payment for the initial deposit or for services performed to its reasonable satisfaction, or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

6. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of

whether or not it is caused in part by a party indemnified hereunder. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this section, Consultant shall use counsel reasonably acceptable to the County Counsel.

7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys' fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.

8. This Agreement is subject to the Conservancy, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the Conservancy's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the Conservancy may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant, in which even the Conservancy shall have no obligation to pay the Consultant any further funds or provide other consideration and the Consultant shall have no obligation to provide any further services under this Agreement.

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

Consultant

Conservancy

Consultant's Signature

_____, Board Chair

[insert printed name]
[insert name of company]
[insert address]
[insert phone number]

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

ATTACHMENT A

APPRAISAL ASSISTANCE SCOPE OF SERVICES

Contract Services

_____ (“Consultant”) shall provide appraisal services to Yolo Habitat Conservancy (“Conservancy”) staff and representatives on an as-needed basis. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy. Task orders may include the following services:

1. Conduct appraisals to identify the fair market value associated with potential conservation easements and/or fee title acquisitions. The types of properties requiring appraisal services will consist of a variety of land types including row crops, cultivated rice lands, rangeland, riparian corridors, wetlands, and other natural land cover types.
2. Research and analysis of existing easements, entitlements, rights (e.g. water rights) and other agreements (recorded on title or not) on properties (i.e. access, power lines, roads, agricultural, conservation, scenic, severed mineral rights), title reports, survey documents, environmental reports, structural analysis, regulatory reports, lease exhibits and construction plans and drawings that may affect the value of properties being considered for purchase.
3. Review appraisals conducted by others for completeness and to ensure that they will meet the required appraisal standards of the Yolo HCP/NCCP and funding agencies.

Task Orders and Rates

The Consultant shall only invoice for specific tasks associated with this Agreement that are specified in an executed Task Order. When services are needed by the Conservancy, the Consultant will be asked to provide a cost and estimated timeframe for specific appraisal services at specific location(s). Each request for services sent to the Consultant by the Conservancy will specify the work to be done and any applicable appraisal standards or grant funding requirements. The Consultant shall provide a response to a request for services that includes:

- Detailed description of work to be performed
- Not to exceed total cost to accomplish the specified work
- Timeframe for starting specified work and duration of work from start to completion

The Conservancy will send the Consultant requests for services on an as-needed basis. The Conservancy reserves the right to select an appraiser from the qualified list of appraisers that is responsive to the request based on a variety of factors such as expertise in a specific type of property, expertise in a specific type of appraisal or appraisal standard, and ability to provide requested deliverables within a needed timeframe. If the Consultant is selected for a specific project, the Conservancy will issue a Task Order that provides a description of the project, the cost for the specified work, and timeframe for the project.

Under most circumstances the Consultant will be providing appraisal services for a specific site on a flat-fee basis that is determined prior to the execution of a Task Order. In circumstances where the Task Order relates to providing advisory or other intermittent advisory services, the Consultant will charge based on the rates identified in Attachment C. Each Task Order will specify if it is to be paid on a flat-fee or hourly rate basis.

ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$500,000/occurrence (general) and \$100,000 /occurrence (property) (include coverage for Hired and Non-owned vehicles).

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Further, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Yolo Habitat Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Yolo Habitat Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Yolo Habitat Conservancy's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Yolo Habitat Conservancy Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Yolo Habitat Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Yolo Habitat Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Yolo Habitat Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Yolo Habitat Conservancy Risk Manager before work commences. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

ATTACHMENT C

FEE SCHEDULE

[insert fee schedule]

APPRAISAL SERVICES RFP - ATTACHMENT D

SAMPLE TEMPLATE

Task Order

for Agreement with _____ Relating to _____ Services

This Task Order is issued pursuant to the terms and conditions of that certain Agreement for on-call _____ services established December 16, 2024 by and between the Yolo Habitat Conservancy (“Conservancy”) and _____ (“Consultant”).

Project Title: _____

Project Description

[Insert description of task]

Scope of Work

[Insert scope of work]

Project Deliverables

[Describe or list project deliverables]

Schedule

[Identify task completion date. Include anticipated timing of interim steps if appropriate.]

Compensation

[Describe compensation]

Invoicing

Invoices shall be submitted as described in Section 5 of the Agreement. Funding for the project is provided by _____. The Contractor shall clearly identify all expenses for work associated with this Task Order in invoices submitted to the Conservancy by classifying the Task Order __ and referencing _____.

Signatures

By the signatures below, the parties hereto agree that all terms and conditions of the Task Order Shall be in full force and effect.

CONTRACTOR

CONSERVANCY

By: _____

By: _____

Name, Title

Name, Title

Date

Date

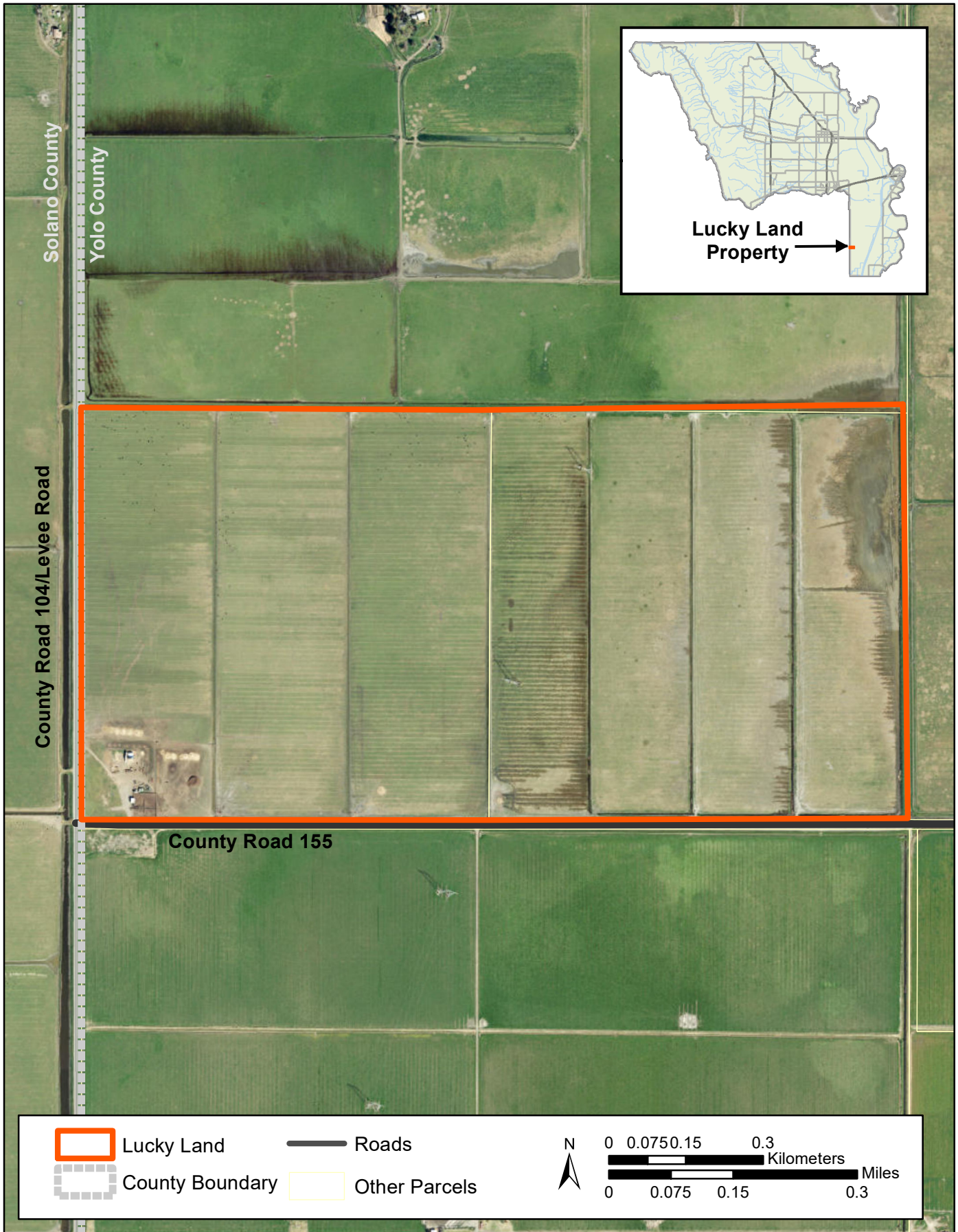


Figure 1: Lucky Land Property (APN 047-210-012, and -013)

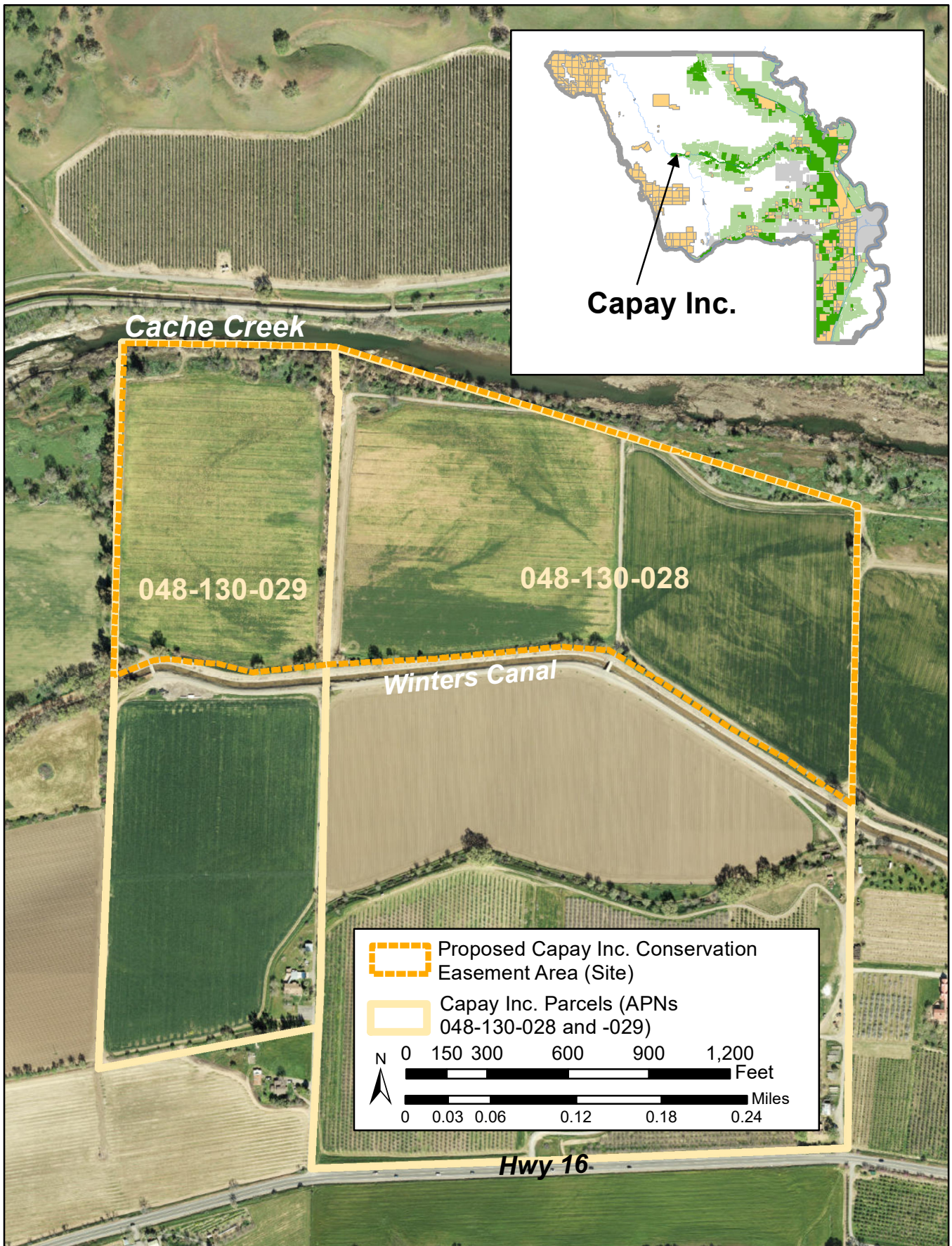


Figure 1: Capay Inc Site Aerial

**YOLO HABITAT CONSERVATION PLAN/NATURAL COMMUNITY
CONSERVATION PLAN**

**Conservation Easement
TEMPLATE**

(Version Approved: 12.05.22)

General Notes to Reviewers

The following notes are intended to guide interested parties in their review of the Yolo HCP/NCCP Conservation Easement Template.

1. **Easement language.** This conservation easement template is intended for use on lands the Yolo Habitat Conservancy will enroll in the Yolo HCP/NCCP reserve system. Easement language shown as orange text in this template is specific to conservation easements that include actively cultivated agricultural lands. The establishment of conservation easements on private lands under the Yolo HCP/NCCP will provide the combined benefits of conservation for covered species and continued viable use of rangelands and certain cultivated agricultural lands in the Plan Area that provide habitat value for covered species. For conservation easements that do not contain any actively cultivated agricultural lands, omit text provided in orange.

The Yolo Habitat Conservancy expects language provided in the easement template may be modified to address site-specific conditions. In cases where variations in the easement language are anticipated to occur in the form of replacement language or additional language due to somewhat common conditions, acceptable variations to the primary text will be provided in grey text surrounded by brackets, like this: [*replace “Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency” with the full legal name of Easement Holder if the Yolo County Natural Community Conservation Plan Joint Powers Agency is not the Easement Holder*]

Some sections of the easement will require the insertion of easement-specific text. This includes items such as dates, property information, or specific easement conditions. Text that identifies information that is needed is provided in green text within brackets, like this: [*insert date*].

Some portions of the easement refer to items described in greater detail in the Yolo HCP/NCCP. In cases where this occurs, references to where additional information can be found within the Yolo HCP/NCCP are provided for reference in purple text within brackets, like this: {*a complete list of covered species is found in Table 1-1 of the Yolo HCP/NCCP*}. Similarly, blue text within brackets is included in some portions of the easement template to provide additional information for those developing or reviewing a draft conservation easement that uses this template. Bracketed text should be deleted prior to the finalization of any conservation easement.

2. **Privately-Owned Lands.** This template is prepared for use on privately-owned lands. Some provisions may have to be modified for publicly-owned lands, including but not limited to lands that the Yolo Habitat Conservancy (or another public entity) acquires in fee title. For example, in an easement covering publicly-owned lands, the easement may include references to provisions of an accompanying Management Plan that allow compatible recreational uses and public access.
3. **Conservation Values.** The intent of the conservation easement is to protect and preserve Yolo HCP/NCCP covered species and the natural communities and land cover types that provide functional habitat for these species within the Easement Area, including the agricultural uses that support these Conservation Values. The twelve Yolo HCP/NCCP covered species are:

palmate-bracted bird's beak, valley elderberry longhorn beetle, California tiger salamander, Western pond turtle, giant garter snake, Swainson's hawk, white-tailed kite, western yellow-billed cuckoo, western burrowing owl, least bell's vireo, bank swallow, and tricolored blackbird. The general land cover types and natural community types that may qualify as functional habitat (depending on additional factors such as size, location, quality, etc.) are: cultivated lands, grassland, valley foothill riparian, alkali prairie, fresh emergent wetland, lacustrine and riverine. The specific qualifying crop types and natural community vegetation types are listed in Table 2-1 of the Yolo HCP/NCCP. The conservation objectives associated with the covered species and their associated functional habitats are described in section 6.3 of the Yolo HCP/NCCP.

- 4. Management Plan; Relationship to Conservation Easement.** This template anticipates the concurrent preparation of a site-specific management plan for this Easement Area. For each easement property, the final Conservation Easement and Management Plan *will work together* to specify (among other things) the allowed, restricted, and prohibited uses and activities. The Conservation Easement will generally include terms that will apply *permanently* to uses and activities on the easement property, while the Management Plan will contain terms relating to agriculture and other uses that may--with the consent of the landowner, the Yolo Habitat Conservancy, and state and federal wildlife agencies--*vary over time* due to changing conditions. Additionally, the site's Management Plan may contain terms relating to recreational uses, public access, and other uses and activities that are of interest to an individual landowner at the landowner's request as long as the uses are determined to be compatible with the Conservation Values of the property.

Many of the prohibitions stated as "generally prohibited" in this template —may be allowed, or allowed under certain conditions in the Management Plan, through mutual consent of the Landowner, Conservancy, and wildlife agencies on a case-by-case basis depending on site-specific conditions, landowner preferences and operations, and species and habitat needs. An example of this is the repair, removal, and placement of fencing, particularly for properties with irrigated pasture or other agricultural uses that require occasional changes in fencing. These activities are generally allowed in the Management Plan for purposes of reasonable and customary agricultural management, and for security in connection with the protection of Conservation Values and reserved uses of the Easement Area.

The Yolo Habitat Conservancy recognizes 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 purposes of this Conservation Easement and the Yolo HCP/NCCP. The Management Plan may be revised from time to time only with the written approval of both the Landowner and the Yolo Habitat Conservancy (and Easement Holder in situations in which the Yolo Habitat Conservancy is not the Easement Holder), so long as the revisions are consistent with the applicable reserve unit management plan(s). Any requested changes that are not consistent with the applicable reserve unit management plan(s) must also receive approval from California Department of Fish and Wildlife and U.S. Fish and Wildlife Service. A full and complete copy of the current Management Plan, including any such revisions, shall be kept on file at the offices of the Yolo Habitat Conservancy.

5. **Easement Holder.** This template assumes the Yolo Habitat Conservancy or a qualified conservation organization {see Section 7.5.5.2 for description of necessary qualifications} will hold the conservation easement. The primary easement holder language assumes the Yolo Habitat Conservancy is the easement holder and alternative language is included in bracketed grey text for insertion in conservation easements that will be held by another qualified conservation organization. An organization other than the Yolo Habitat Conservancy must be the easement holder in situations in which the Yolo Habitat Conservancy holds the land in fee title.

6. **Monitoring.** The Yolo Habitat Conservancy (or other authorized easement holder) will conduct monitoring activities, at a minimum of once a year, to assure compliance with the terms of the Conservation Easement and will conduct these activities in a manner that interferes as little as possible with the landowner's use and enjoyment of the property. [*If easement is funded in whole or in part with WCB funds then add the following text: The monitoring report shall address each of the monitoring protocols as required in the WCB Grant Agreement.*]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Easement Holder

Easement Holder's Address

Attention: _____

Exempt from recording fees (Cal. Gov. Code § _____)

Space Above Line for Recorder's Use Only

**DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON
USE**

THIS DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE (the “**Conservation Easement**”) is made this _____ day of _____, 20__, by *[insert full legal name of landowner(s)]* (“**Landowner**”), in favor of and the Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency (“**Easement Holder**” or “**Yolo Habitat Conservancy**”) *[replace “Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency” with full legal name of Easement Holder AND delete “Yolo Habitat Conservancy” IF the Yolo Habitat Conservancy is not the Easement Holder]*. Landowner and Easement Holder are also referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Landowner is the owner in fee simple of certain real property containing approximately *[insert acres]* acres, located in the County of Yolo, State of California, designated Assessor’s Parcel Number(s) *[insert APNs]*. Said real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Easement Area**”). *[If easement is a portion of the property then replace “Easement Area” above with “Property” and add the following sentence: Landowner intends to grant a Conservation Easement over __ acres of the Property, as described and depicted in Exhibit A.1 (the “Easement Area”).]*

B. The Easement Area possesses 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 Easement Area will provide high quality habitat for *[list appropriate covered species {a complete list of covered species is found in Table 1-1 of the Yolo HCP/NCCP}]* and contains *[list functional habitat land cover types present in the Easement Area {this includes the land cover type(s) present on the site that provide habitat for the identified covered species and are included in Table 2-1 of the Yolo HCP/NCCP within the cultivated land category and/or natural communities land categories (e.g., cultivated rice lands, pasture, riparian) along with the habitat function that the identified land cover type provides (e.g., foraging, nesting, aquatic, upland habitat)}]*. Individually and collectively, these wildlife and habitat values comprise the “**Conservation Values**” of the

Easement Area. The status of the Conservation Values, including the **agricultural** uses that support these 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**”. Both 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.

C. This Conservation Easement is being executed and delivered to satisfy certain habitat conservation requirements set forth in the following documents (collectively, the “**Yolo HCP/NCCP Instruments**”):

- a. The Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“**Yolo HCP/NCCP**”), dated April 2018, prepared by the County of Yolo (“**County**”), City of Davis (“**Davis**”), City of West Sacramento (“**West Sacramento**”), City of Winters (“**Winters**”), and City of Woodland (“**Woodland**”), and approved by the United States Fish and Wildlife Service (“**USFWS**”) under Section 10 of the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 *et seq.*, as it may be amended from time to time) (“**ESA**”), and by the California Department of Fish and Wildlife (“**CDFW**”) under the California Natural Community Conservation Planning Act (California Fish and Game Code Section 2800 *et seq.*, as it may be amended from time to time) (“**NCCPA**”); and
- b. Implementing Agreement for the Yolo HCP/NCCP (the “**Implementing Agreement**”), dated January 10, 2019, by and among USFWS and CDFW (collectively, the “**Wildlife Agencies**”), the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (“**Yolo Habitat Conservancy**”), County, Davis, West Sacramento, Winters, and Woodland (collectively, the Yolo Habitat Conservancy, County, Davis, West Sacramento, Winters, and Woodland, are referred to herein as “**Permittees**”); and
- c. The federal incidental take permit issued by USFWS to Permittees for the Yolo HCP/NCCP pursuant to Section 10 of ESA; and
- d. The state NCCP permit issued by CDFW to Permittees for the Yolo HCP/NCCP pursuant to the NCCPA.

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

- E. *[If the easement is funded in whole or in part with grant funds and the funder requests identification of said funding source in the easement then include the following text: The Conservation Easement is purchased [in whole or in part] with funds provided by the [insert funding entity] with funds provided by [grant or agreement number if applicable and funding source] which purposes are to [insert*

funding source purposes] {Note: An example of such language provided by the WCB for Proposition 84 funded projects is as follows: The Conservation Easement is purchased in part with funds provided by the Wildlife Conservation Board (“WCB”) pursuant to WCB Grant Agreement Number _____. As that agreement recites, the WCB funds are from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055 (c) (SSJD-NCCP), which includes as its purposes the protection and preservation of existing regional wildlife linkages, including grassland, oak woodland, and pond and creek habitat areas which are critical to the sustainability of threatened or endangered species.”}.]

F. 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 Fish and Game Code Section 1802. CDFW is authorized to hold easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

G. 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.

H. The Easement Holder is a California joint powers agency, and authorized to hold conservation easements pursuant to, among other provisions of law, California Civil Code Section 815.3. *[If Easement Holder is not the Yolo Habitat Conservancy then replace the text in this section with the following text: The Easement Holder is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965. Specifically, the Easement Holder is (i) a tax-exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, and qualified to do business in California; (ii) a “qualified organization” as defined in section 170(h)(3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open-space condition or use.]*

I. The Yolo Habitat Conservancy serves as the “**Implementing Entity**” of the Yolo HCP/NCCP, and as such, is responsible for overseeing implementation of the Yolo HCP/NCCP Instruments, including carrying out planning and design, habitat restoration, monitoring, adaptive management programs, and periodic coordination with the Wildlife Agencies. The Yolo HCP/NCCP Instruments confer separate rights and obligations on the Implementing Entity that will survive any future transfer of the Conservation Easement.

J. Following recordation of this Conservation Easement, the Easement Area will be incorporated into the Reserve System (as such term is defined in the Yolo HCP/NCCP {see [Chapter 6 of the Yolo HCP/NCCP](#)}) (“**Reserve System**”) and will count toward the land acquisition requirements set forth in the Yolo HCP/NCCP.

K. The Yolo Habitat Conservancy has developed a management plan, known as “[insert title for management plan – typically this includes the site name],” 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 HCP/NCCP Instruments [and *identify any applicable Reserve Unit Management Plans*]. 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 purposes of this Conservation Easement and the Yolo HCP/NCCP Instruments. The Management Plan may be revised from time to time only with the written approval of both the Landowner and Easement Holder, so long as the revisions are consistent with the requirements of the Yolo HCP/NCCP Instruments [and *identify applicable Reserve Unit Management Plans*] {See *Yolo HCP/NCCP Section 6.4.3.3*}. 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.

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 purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its *insert the following terms as appropriate for the specific site: natural, restored, enhanced, agricultural or otherwise functional habitat, and the purposes of any funding sources (ex. grassland, oak woodland, etc. in the context of Prop. 84)* condition 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. Landowner intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the purposes set forth herein. The Parties agree that the protection of the Conservation Values may be achieved through the continuation of existing compatible **agricultural and other** uses [*replace reference to continued existing compatible agricultural uses with the following text for sites that consist entirely of natural lands types: “by maintaining the Easement Area in its natural or existing condition (not precluding future enhancement or restoration)”*] on the Easement Area provided that the uses preserve the Easement Area’s covered species and their associated functional habitats as described in the Baseline Documentation Report and consistent with the terms and conditions of this Conservation Easement and the Management Plan.

2. **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 purposes of this Conservation Easement, as set forth above in Section 1, the Management Plan, and do not impair the Conservation Values.

*[(a) **Development Envelope.** In situations where the site has, or there is an interest in retaining the right to have, a residence or other area where buildings and other improvements are allowed, a Development Envelope can be designated within the Easement Area. The area within the Development Envelope is subject to the provisions of the Conservation Easement except where explicitly stated otherwise and 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. Lands within Development Envelope areas do not count towards the goals and objectives of the Yolo HCP/NCCP conservation strategy.]*

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

- (a) To preserve and protect the Conservation Values of the Easement Area;
- (b) *[In situations where the Parties agree to conduct restoration or enhancement activities on the site as a condition of the easement the following language will be inserted: To restore or enhance the Conservation Values with the consent of the Landowner in accordance with the Management Plan and the terms and conditions of this Conservation Easement;]*
- (c) 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 or to carry out, at Easement Holder's sole cost and expense, scientific research and management and monitoring requirements applicable to the Easement Area that are set forth in the Management Plan and in Yolo HCP/NCCP Chapters 6 and 7, provided that Easement Holder shall not unreasonably interfere with Landowner's allowed uses and quiet enjoyment of the Easement Area. *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: The annual monitoring report shall address each of the monitoring protocols as required in the WCB Grant Agreement.]* 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. The Landowner may waive these requirements in whole or in part by written notice to Easement Holder. *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: Landowner acknowledges that WCB has the right*

to enter upon the Easement Area, not less than once in any period of three calendar years, to assess Grantee's compliance with the terms, covenants, and conditions of the WCB Grant Agreement. WCB's entry will be subject to the notice requirements described above;]

- (d) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement 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 purposes of this Conservation Easement;
- (e) 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 purposes of this Conservation Easement; and
- (f) All present and future development rights and wind power rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

4. **Prohibited Uses.** Any activity on or use of the Easement Area that adversely affects the purpose of this Conservation Easement, 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, the 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.

*[Note to Landowners: Many of the following uses—while described herein as “generally prohibited”—may often be allowed in the Management Plan through mutual consent of the Landowner, Conservancy, and Wildlife Agencies in the Management Plan on a case-by-case basis depending on site-specific conditions, landowner preferences and operations, and species and habitat needs. Section 4 of the Management Plan Template provides examples of how uses can be authorized on an individual basis, **particularly for properties that will remain in active agricultural use**. The terms of the Management Plan can also be modified over time (with the mutual consent of the Parties) to reflect changes in the Landowner's needs that do not adversely affect the Conservation Values.*

This Conservation Easement Template represents only a starting point for consideration of the following uses. In unusual circumstances, in addition to the following restrictions, it may be appropriate to include restrictions beyond those set forth below. Additionally, this Section may

require modification to address public access and recreation uses to the extent contemplated by the Landowner or required in the Easement Area under the Management Plan.]

- (a) Unseasonal watering activities that promote the establishment of invasive species that act as predators of covered species, impair the habitat quality of the site for covered species, or otherwise impair the Conservation Values of the site;
- (b) 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 circumstance are rodenticides allowed to be used within the Easement Area unless specifically authorized in writing by the Easement Holder and the Wildlife Agencies due to unforeseen or exceptional circumstance, such as proclamation of a local state of emergency;
- (c) 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 [except within the Development Envelope] is prohibited;
- (d) Except as set forth in the Management Plan [or within the Development Envelope], 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 the Easement Holder and Wildlife Agencies *[Note to landowners: The repair, removal, and placement of fencing, particularly for properties with irrigated pasture or other agricultural uses that require occasional changes in fencing are generally allowed in the Management Plan for purposes of reasonable, lawful, and routine agricultural practices, and for the security in connection with the protection of Conservation Values and reserved uses of the Easement Area. The relocation of formal and informal access roads may also need to be addressed in the Management Plan on some properties];*
- (e) Vineyards, orchards, nurseries, intensive livestock use (e.g., dairy, feedlot), and other agricultural uses except as allowed in the Management Plan *[Note to landowners: The specific agricultural practices identified above are prohibited for all conservation easements. This does not preclude a landowner from having fruit trees or vines within a designated development envelope area, as are common around a home site. For easements that include active agricultural lands at the time the easement is established, the existing agricultural uses that support the Conservation Values of the site*

will be allowed in the Management Plan. For example, if the site includes rice fields that provide habitat for giant garter snake, agricultural use of the site as needed to maintain the rice fields that provide habitat to giant garter snake will be allowed uses in the Management Plan];

- (f) Commercial, industrial, residential, or other institutional uses [except within the Development Envelope];
- (g) 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;
- (h) Planting, introduction, or dispersal of invasive plant or animal species;
- (i) 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. *[Note: If mineral rights are separately owned (i.e., have previously been severed from the surface estate) **and** the Landowner is unable to acquire those rights despite reasonable, documented efforts, the Yolo Habitat Conservancy may consider modifying this provision; any modification must be authorized in writing by the Wildlife Agencies. The Yolo Habitat Conservancy will review factors such as (i) the likelihood such rights will be exercised in the future {The process that the Yolo Habitat Conservancy will follow to determine the potential risk that a severed mineral right will be exercised is described in Section 7.5.12 of the Yolo HCP/NCCP} , (ii) the covered species that utilize the Easement Area (i.e., whether they can easily avoid disturbed areas, as in the case of raptors), (iii) whether a right of surface entry exists, and (iv) whether disturbance of the Easement Area can be confined to a small (e.g., 1 acre) footprint and otherwise limited so that it does not adversely affect the Conservation Values. The Yolo Habitat Conservancy and Wildlife Agencies have sole discretion to reject a proposed Conservation Easement if an acceptable arrangement on severed mineral rights cannot be reached.];*
- (j) Removing, destroying, or cutting of trees, shrubs, or other vegetation except as allowed in the Management Plan;
- (k) Manipulating, impounding, or altering any water course, body of water, or water circulation on the Easement Area, 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. *[Note to landowners: The management and maintenance of canals, ponds, and other artificial water features as needed to maintain cultivated lands and other site conditions that support the Conservation Values of the site are allowed as described in the Management Plan.]*

- (l) 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 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 year as defined by California law) or other change relating to water rights under this subsection (k), the Easement Holder shall evaluate whether the transfer will, during the transfer period, preclude the Landowner from maintaining the Conservation Values, for the covered species that the Easement Area is managed to benefit at the time of the proposed transfer. This determination shall be subject to approval by the Wildlife Agencies and the Yolo Habitat Conservancy.
- (m) All Subdivisions, including but not limited to the Subdivision of rangeland, open space, and other types of land not used for the active cultivation of crops. The fee transfer of less than the entire Easement Area is also prohibited to the extent such a transfer would constitute a subdivision of land under California law, including but not limited to the Subdivision Map Act.
- (n) 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.
- (o) *[Insert additional prohibitions as appropriate for the particular Property and its Conservation Values.]*

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 purposes of this Conservation Easement. 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. In addition, Landowner shall undertake all necessary actions to perfect the rights of Easement Holder under Section 3 of this Conservation Easement.

6. **Easement Holder’s Remedies.** If Easement Holder or any Third-Party Beneficiary (as defined in **Section 6(d)** 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 Easement Holder and each Third-Party Beneficiary. The notice of violation shall specify the measures the Landowner must take to cure the violation. 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, 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 the 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.

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 the Third-Party Beneficiaries under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. 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 the 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.

If at any time in the future Landowner or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(a) **Costs of Enforcement.** Any reasonable costs incurred by the Easement Holder or any Third-Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against the Landowner, including, but not limited to, costs of suit 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.

(b) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement against Landowner shall be at the respective discretion of Easement Holder and each of the Third-Party Beneficiaries, 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.

(c) **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 [*for public agency-owned lands include the following language:* or (iii) acts by persons that entered the Easement Area lawfully or unlawfully 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 discourage or prevent such activities].

(d) **Third-Party Beneficiary Rights.** The parties intend for Yolo Habitat Conservancy (during any such period, if any, that Yolo Habitat Conservancy does not also constitute Easement Holder), 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 of the Third-Party Beneficiaries in accordance with the terms

hereof. Landowner and Easement Holder acknowledge that, as Third-Party Beneficiaries of this Conservation Easement, the 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 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, the Easement Holder's obligations under federal, state, and local laws and regulations relating to the protection of biological resources and the environment. In addition, if the Wildlife Agencies reasonably determines that the Easement Area is not being held, monitored, or stewarded for conservation purposes in the manner specified in this Conservation Easement, the Yolo HCP/NCCP Instruments, or the Management Plan, the Conservation Easement shall revert to the State of California or another entity as described in California Government Code Section 65967(e), and subject to approval as set forth therein. *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: (e) **Rights of WCB.** In the event that Easement Holder is in default under the WCB Grant Agreement, WCB and the Third-Party Beneficiaries may require Easement Holder to convey its interest in the Conservation Easement to WCB or, at the election of WCB and the Third-Party Beneficiaries, another entity or organization authorized by California law to acquire and hold conservation easements and that is willing and financially able to assume all of the obligations and responsibilities of Easement Holder.]*

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 the 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 as well as the Easement Area itself. Landowner agrees that neither the 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. 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.

9. Indemnification.

(a) **Indemnification by Landowner.** Landowner shall hold harmless, protect and indemnify Easement Holder and the 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 a “**Landowner Indemnified Party**” and, collectively, the “**Landowner 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 Landowner Indemnified Parties with respect to any Claim due solely to the negligence of Landowner Indemnified parties; (ii) the obligations specified in Sections 5 and 8 [*verify the Section numbers listed here refer to “Unlawful Entry” and “Costs and Liabilities” sections*]; and (iii) the existence or administration of this Conservation Easement. 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 from Landowner Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Parties or reimburse Landowner Indemnified Parties for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(b) **Indemnification by Easement Holder.** Easement Holder shall hold harmless, protect, and indemnify Landowner and the 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, an “**Easement Holder Indemnified Party,**” and collectively, the “**Easement Holder Indemnified Parties**”) from and against any and all Claims arising from or in any way connected with: (a) the activities of Easement Holder on the Easement Area, including without limitation the Easement Holder's performance of management and monitoring activities set forth in the Management Plan; (b) breach by Easement Holder of any provision of this Conservation Easement; (c) any injury to or the death of any person, or physical damage to any Easement Area occurring on or about the Easement Area resulting from any act, omission, condition, or other matter related to, an activity on, or use of, the Easement Area by Easement Holder, including without limitation, those performed under the Management Plan, unless due solely to the negligence or willful misconduct of the Easement Holder Indemnified Party; and (d) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement, by Easement Holder in any way affecting, involving or relating to the Easement Area. If any action or proceeding is brought against any of the Easement Holder Indemnified Parties by reason of any such Claim, Easement Holder shall, at the election of and upon written notice from Landowner, defend

such action or proceeding by counsel reasonably acceptable to the Easement Holder Indemnified Party. *[Note: If CDFW is the easement holder, this provision must be revised to reflect that indemnification is legally possible only pursuant to Government Code § 14662.5.]*

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 purposes of this Conservation Easement 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 Yolo Habitat Conservancy'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, the Yolo Habitat Conservancy *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: and WCB]* 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. *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: WCB shall be entitled to the share of any award which equals the ratio of the WCB grant funds provided by WCB to the purchase price Easement Holder paid to acquire the Conservation Easement. The award shall mean all compensation awarded, paid or received on account of Easement Holder's interest in the Property so taken or purchased, and all direct or incidental damages resulting from any taking, termination, extinguishment, or purchase, less all out-of-pocket expenses reasonably incurred by Easement Holder in connection with the taking, termination, extinguishment, or purchase.]*

11. **Condemnation.** 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 Code of Civil Procedure § 1240.055. CDFW is a public entity 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 *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: and WCB]* and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure § 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 Government Code § 65966(j).

12. **Transfer of Conservation Easement.**

(a) This Conservation Easement may be assigned or transferred by Easement Holder upon written approval of *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: WCB and the]* Third-Party Beneficiaries which approval shall not be unreasonably withheld or delayed; provided, that Easement Holder shall give *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: WCB,]* the 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: (a) authorized to acquire and hold conservation easements pursuant to California law, including 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; (b) otherwise reasonably acceptable to the Third-Party Beneficiaries *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: and WCB;* and (c) agrees in writing to be bound by the terms, covenants, and conditions of the WCB Grant Agreement]. 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 16** below.

(b) *[In situations where WCB funds the easement in whole or in part, the following language will be inserted:*
If the existence of Easement Holder is terminated for any reason, title to all interest in the Conservation Easement shall immediately vest in the State of California. However, prior to that termination, upon approval of WCB and the Third-Party Beneficiaries, another public agency or nonprofit organization may receive title to all or a portion of the Conservation Easement by recording its acceptance in writing.]

13. Transfer of Easement Area. 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. For all transfers except routine and customary agricultural leases, Landowner further agrees to give written notice to Easement Holder *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: WCB,]* and the Third-Party Beneficiaries of the intent to transfer any interest at least thirty (30) calendar days prior to the date of such transfer. Easement Holder *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: , WCB,]* and the Third-Party Beneficiaries shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given actual notice of the covenants, terms, conditions and restrictions of this Conservation Easement. 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.

14. **Transfer Fee 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, each transfer of the Easement Area (except for a Permitted Transfer) shall require Landowner's payment of a transfer fee to Easement Holder's easement stewardship fund. The fee shall be equal to the greater of three-fourths of one percent (0.75%) of the fair market value of the property transferred or twenty-five hundred dollars (\$2,500.00), whichever is greater. Easement Holder may reduce or waive this fee at its sole discretion. For purposes of this Easement, "**Permitted Transfer**" shall mean any of the following: (i) a transfer without consideration (e.g. an inter vivos or testamentary gift), (ii) a transfer to an entity in which Landowner continues to retain both at least fifty-one percent (51%) of the voting rights in, and direct control of and participation in, such entity, or (iii) any transfer of any portion of the Property 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. Landowner and Easement Holder agree to execute and record a "NOTICE OF PAYMENT OF TRANSFER FEE REQUIRED" in accordance with California Civil Code Section 1098.5 respecting the transfer fee. The transfer fee shall be the obligation of the seller of the Property and shall be paid to Easement Holder at the address for giving notices to Easement Holder as set forth hereinbelow.

15. **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:

To Easement Holder: Yolo Habitat Conservancy *Attn:*
 Executive Director
 P.O. Box 2202
 Woodland, CA 95776
 Telephone: (530) 723-5504

To Third-Party Beneficiaries:

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

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

With a copy to: *California Department of Fish and Wildlife
Office of the General Counsel
Attn: General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Telephone: 916-445-8448*

*[In situations where WCB funds the easement
in whole or in part, the following contact
information will be inserted:
Wildlife Conservation Board
Attn: Executive Director
PO Box 944209
Sacramento, CA 94244-2090
Telephone: 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.

16. **Amendment.** This Conservation Easement may not be amended, modified or otherwise changed in any manner, except by a written amendment executed by the Landowner and the Easement Holder, or their successors in interest, in their sole discretion. Any such amendment shall be subject to the prior written consent of *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: WCB and]* the 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 shall be consistent with the purposes of the Conservation Easement and shall not affect the perpetual duration of the Conservation Easement. Any such amendment must refer to this Conservation Easement by reference to its recordation data and must be recorded in the Official Records of the County where the Easement Area is located.

17. **Merger.** The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, a replacement conservation easement, with a new Easement Holder identified by the Yolo Habitat Conservancy and approved by *[In situations where WCB funds the easement in whole or in part, the following language will be inserted: WCB and]* the Third-Party Beneficiaries, containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

18. **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 [except as disclosed in the Report]. *[Insert site-specific conditions, if applicable.]* 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 the Landowner 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 Landowner Indemnified Parties, or their employees or agents. This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any Easement Area; and (b) 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 the Landowner Indemnified Party including reimbursing CDFW for all charges incurred for services of the California Attorney General 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 the Third-Party Beneficiaries any of the following:

- (a) The obligations or liability of a “Landowner” 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, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) 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 "**HAS**"), 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.

19. **Representations and Warranties.** Landowner hereby makes the following representations and warranties for the benefit of Easement Holder and the 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 [*for situations where mineral rights have been severed add the following: "except as noted on Exhibit C ("Title Encumbrances") for severed mineral rights covered by Section 4(i), above"*] 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. There are no monetary liens and encumbrances recorded against the Easement Area except as expressly identified in **Exhibit C**, that may conflict 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 [*In situations where WCB funds the easement in whole or in part, the following language will be inserted: , WCB,*] and the Wildlife Agencies. 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 are contained in **Exhibit C**. No provisions of this Conservation Easement should be construed as impairing the ability of the 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 Deed of 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 *[except as disclosed in the Report]*. *[Insert site specific conditions, if applicable.]*

(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.

20. **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.

(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement 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 purposes of this Conservation Easement 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 purposes of the Conservation Easement and to allow Landowner's use and enjoyment of the Easement Area to the extent consistent with such purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Easement created by this agreement is 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 Easement Area.

(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 Easements.** 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 the Third-Party Beneficiaries. Easement Holder and the Third-Party Beneficiaries may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values. 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 [*In situations where WCB funds the easement in whole or in part, the following language will be inserted:*, WCB,] and Third-Party Beneficiaries.

(j) [*In situations where WCB funds the easement in whole or in part, the following language will be inserted:* **Security for Debt.** The Conservation Easement shall not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of WCB or its successor and the USFWS.

(k) **Recording.** Easement Holder shall record this Conservation Easement in the Official Records of the county where the Easement Area is located and may re-record it at any time as Easement Holder deems necessary to preserve its rights hereunder.

(l) **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.

(m) **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 and Map of the Easement Area

Exhibit B – Baseline Documentation Certification

Exhibit C – Title Encumbrances

Exhibit D – Notice of Unrecorded Grant Agreement (for WCB grant-funded acquisitions)

Exhibit E – Notice/Memorandum of Unrecorded Site-Specific Management Plan

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

21. [*In situations where WCB funds the easement in whole or in part, the following language will be inserted:* **Sale of Carbon Credits.** Landowner will ensure that the terms and conditions of the Conservation Easement are taken into account when calculating the baseline/business as usual of the Easement Area for purposes of establishing carbon credits or other emissions offsets that the Landowner proposes to authorize, create, sell, exchange or transfer, and to notify Yolo Habitat Conservancy at least 45 days prior to any such proposed establishment. Upon receipt of any such notice Yolo Habitat Conservancy will promptly furnish a copy of the notice to the WCB and the Third-Party Beneficiaries.]

22. [*In situations where WCB funds the easement in whole or in part, the following language will be inserted:* Landowner or Easement Holder will purchase and install a sign to be placed on the Easement Area that identifies this Conservation Easement, the name of the ranch, the landowner's name (if desired), the Easement Holder, the Wildlife Conservation Board and California Department of Fish and Wildlife. The Easement Holder will maintain and replace the

sign, as necessary, at the Easement Holder's sole cost and expense. The size, location, number, text and design of the signage shall be subject to any signage requirements required by the WCB Grant Agreement, and the approval of Landowner and Easement Holder, which approval shall not be unreasonably withheld, conditioned or delayed]

23. [In situations where WCB funds the easement in whole or in part, the following language will be inserted: Ecological Use. Notwithstanding the use of this Conservation Easement towards the land acquisition requirements of the Yolo HCP/NCCP Instruments, neither the Easement Area, nor the Conservation Easement or any portions thereof may be used for mitigation or satisfaction of any requirement or condition imposed by any other permit, agreement, authorization or entitlement for use, including but not limited to any requirement to compensate for or otherwise offset impacts of an activity, without the prior written approval of the State of California, acting by and through the Executive Director of WCB.

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

LANDOWNER:

By: _____

Name: _____

Title: _____

EASEMENT HOLDER:

By: _____

Name: _____

Title: _____