

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

By and Among

State of California Department of Fish and Game, Wildlife Conservation Board

And

County of Sacramento

And

Sacramento Valley Conservancy

And

State of California Department of Parks and Recreation

For Interim Ownership of  
Deer Creek Hills, Sacramento, California

1. Preamble.

A. This Amended and Restated Memorandum of Understanding (“**MOU**”), effective \_\_\_\_\_, 2003 pursuant to Paragraph 6 below, is by and among the State of California, acting by and through the Department of Fish and Game, Wildlife Conservation Board (“**WCB**”), and the Department of Parks and Recreation (“**State Parks**”), the County of Sacramento, a political subdivision of the State of California (the “**County**”), and Sacramento Valley Conservancy, a California nonprofit public benefit corporation (the “**SVC**”). This MOU amends and restates in its entirety that certain Memorandum of Understanding dated September 18, 2002, by and among WCB, the County and SVC, as supplemented by that certain Supplemental Agreement to the Original MOU, dated September 18, 2002, by and between SVC and the County (as supplemented, the “**Original MOU**”). The Original MOU was originally recorded on October 9, 2002, in the Official Records of Sacramento County, California, as Document No.20021009, page 1595, and was re-recorded to correct the legal description on July 10, 2003 in the Official Records of Sacramento County, California, as Document No. 20030710, page 2204.

B. Pursuant to that certain Option and Purchase Agreement dated October 28, 2001, as amended (the “**Option Agreement**”), SVC acquired the right to purchase in two separate phased transactions fee title to that certain real property consisting of an aggregate of approximately 4,062 acres of real property located in the unincorporated area of the County of Sacramento, California, commonly known as Deer Creek Hills, and legally described as set forth in Exhibit A, attached hereto and incorporated herein by this reference (such property being referred to herein as “**Deer Creek Hills**”), for an aggregate purchase price of \$11,373,600.

C. In accordance with the Option Agreement, SVC purchased that portion of Deer Creek Hills consisting of approximately 2,054 acres and legally described as set forth in Exhibit B, attached hereto and incorporated herein by this reference (the “**Phase 1 Property**”) for an aggregate purchase price of \$5,751,200 (the “**Phase 1 Purchase Price**”). Pursuant to the Original MOU, the Phase 1 Purchase Price was funded by: (i) \$3,751,200 in

## Appendix 1 – Deer Creek Hills Partners MOU

---

grant funds secured by SVC from certain federal and state agencies, and donations from other funding sources (the “**Phase 1 Funding Sources**”) as set forth on Exhibit C attached hereto and incorporated herein by this reference (“**SVC’s Phase 1 Acquisition Funds**”); and (ii) a \$2,000,000 contribution by the County of its Proposition 12 grant funds (the “**County’s Phase 1 Funds**”). Due to a delay in the funding by CALFED of an \$800,000 grant to SVC as part of SVC’s Phase 1 Acquisition Funds (the “**CalFed Grant**”), SVC’s acquisition of the Phase 1 Property occurred through the following transactions (collectively, the “**Phase 1 Transactions**”):

(i) On October 9, 2002 (the “**Phase 1-A Acquisition Date**”), an approximate 1,760 acre portion of the Phase 1 Property was purchased by SVC for a purchase price of \$4,928,000, and conveyed by grant deed to SVC, as to an undivided 3,751,200/5,751,200 interest, and the County, as to an undivided 2,000,000/5,751,200 interest, subject to certain grant agreements between SVC and certain of the Phase 1 Funding Sources as more particularly described herein (collectively, the “**Phase 1 Grant Agreements**”).

(ii) On August 14, 2003 (the “**Phase 1-B Acquisition Date**”), the remaining approximately 294 acres of the Phase 1 Property was purchased by SVC for a purchase price of \$823,200, and conveyed by grant deed to SVC, as to an undivided 3,751,200/5,751,200 interest, and the County, as to an undivided 2,000,000/5,751,200 interest, subject to the Phase 1 Grant Agreements.

D. The Option Agreement contemplates that on a date (the “**Phase 2 Acquisition Date**”) not later than September 30, 2003, SVC shall acquire the remaining portion of the Deer Creek Hills consisting of approximately 2,008 acres and legally described as set forth in Exhibit D, attached hereto and incorporated herein by this reference (the “**Phase 2 Property**”) for a purchase price of \$5,622,400 (the “**Phase 2 Purchase Price**”). The parties hereto anticipate that the Phase 2 Purchase Price shall be funded by: (i) \$1,872,276 from State Parks; (ii) \$2,050,124 in grant funds secured by SVC from certain non-profit, private foundations, individual SVC donors and WCB (the “**Phase 2 Funding Sources**”) as set forth on Exhibit E attached hereto and incorporated herein by this reference (“**SVC’s Phase 2 Acquisition Funds**”); and (iii) a \$1,700,000 contribution by the County (the “**County’s Phase 2 Funds**”) that shall be funded by: (a) \$47,321.73 in excess SVC’s Phase 1 Acquisition Funds that were not required for the Phase 1 Transactions, and (b) \$1,652,678.27 of the County’s Proposition 40 grant funds, subject to approval and funding of the County’s application for such grant funds. The parties hereto further anticipate that on the Phase 2 Acquisition Date, fee title to that portion of the Phase 2 Property consisting of approximately 668.67 acres as legally described in Exhibit F attached hereto and incorporated herein by this reference (the “**State Parks Fee Property**”), shall be conveyed by grant deed to State Parks, and the remaining approximately 1,339 acres of the Phase 2 Property as legally described in Exhibit G attached hereto and incorporated herein by this reference (the “**Phase 2 Remainder Property**”) shall be conveyed by grant deed to SVC, as to an undivided 2,050,124/3,750,124 interest, and the County, as to an undivided 1,700,000/3,750,124 interest, subject to a grant agreement between SVC and WCB as more particularly described in Paragraph 2.B. below.

E. WCB, State Parks, the County and SVC desire to enter into this MOU to: (i) set forth their respective and prospective interests in Deer Creek Hills, (ii) affirm their

## Appendix 1 – Deer Creek Hills Partners MOU

---

understanding that Deer Creek Hills, when acquired, shall remain in its natural condition (including continuation of grazing) pending development of a Management Plan (as defined below) concerning future uses of Deer Creek Hills (including, without limitation, open space, habitat preservation, grazing and public recreation uses (collectively, the “**Anticipated Uses**”)), (iii) establish a structure by which the Management Plan will be completed, and (iv) appoint SVC to carry out the administration responsibilities related to Deer Creek Hills prior to adoption of the Management Plan.

### 2. Respective and Prospective Ownership Interests.

A. Phase 1 Property. Each of parties hereto acknowledge and agree that as a result of the Phase 1 Transactions, fee title to the Phase 1 Property is vested in SVC, as to an undivided 3,751,200/5,751,200 interest, and the County, as to an undivided 2,000,000/5,751,200 interest, subject to terms and conditions of, and any reserved rights of the Phase 1 Funding Sources with respect to the Phase 1 Property under, the following Phase 1 Grant Agreements:

(i.) That certain Grant Agreement No. WC 1128LD, dated June 19, 2002 by and between SVC and WCB (the “**WCB Phase 1 Grant Agreement**”), pursuant to which WCB: (a) funded a \$2,000,000 grant to SVC as part of SVC’s Phase 1 Acquisition Funds; and (b) caused a memorandum of the WCB Phase 1 Grant Agreement to be recorded on the Phase 1-A Acquisition Date in the Official Records of Sacramento County, California, as Document No. 20021009, page 1594.

(ii.) That certain Grant Agreement No. ERP-02-P49, dated May 7, 2003 by and between SVC and the CALFED (the “**CALFED Grant Agreement**”), pursuant to which CALFED: (a) funded the \$800,000 CALFED Grant; and (b) caused a memorandum of the CALFED Grant Agreement to be recorded on the Phase 1-B Acquisition Date in the Official Records of Sacramento County, California, as Document No. 200308014, page 1849.

(iii.) That certain Grant Agreement No. 02FG200085, dated August 22, 2002 by and between the United States Department of Interior, Bureau of Reclamation (“**USBR**”) and SVC, pursuant to which USBR funded a \$450,000 grant to SVC as part of SVC’s First Phase Acquisition Funds.

(iv.) That certain Grant Agreement No. 03-13-13, dated July 18, 2002 by and between the State of California Department of Transportation (“**Caltrans**”) and SVC (the “**Caltrans Grant Agreement**”), pursuant to which Caltrans: (a) funded a \$500,000 grant to SVC as part of SVC’s Phase 1 Acquisition Funds; and (b) pursuant to the Caltrans Grant Agreement, caused an Agreement Declaring Restrictive Covenants to be recorded on the Phase 1 Acquisition Date in the Official Records of Sacramento County, California, as Document No. 20021009, page 1593.

B. Phase 2 Property. Except as otherwise provided herein, the parties hereto acknowledge and agree that, conditioned and effective upon the Second Acquisition Date:

(i.) State Parks shall be the sole owner of the State Parks Fee Property;  
and

## Appendix 1 – Deer Creek Hills Partners MOU

---

(ii.) Fee title to the Phase 2 Remainder Property shall be vested in SVC, as to an undivided 2,050,124/3,750,124 interest, and the County, as to an undivided 1,700,000/3,750,124 interest, subject to terms and conditions of, and any reserved rights of WCB with respect to the Phase 2 Remainder Property under that certain Grant Agreement No. WC-2075WG, dated February 14, 2003 by and between SVC and WCB, pursuant to which WCB shall: (a) fund a \$2,000,000 grant to SVC as part of SVC's Phase 2 Acquisition Funds; and (b) cause a memorandum of such grant agreement to be recorded on the Phase 2 Acquisition Date in the Official Records of Sacramento County, California.

The parties hereto further acknowledge and agree that this MOU shall not be recorded in the Official Records of Sacramento County, California, without the prior written consent of State Parks. Notwithstanding the foregoing, State Parks and each other party hereto agree that a memorandum of this MOU may be recorded in the Official Records of Sacramento County, California, provided that such memorandum does not include a description of, or reference to, State Parks or the State Parks Fee Property.

In the event that the close of escrow for the acquisition of the Phase 2 Property as contemplated in Paragraph 1.D. above (the “**Phase 2 Closing**”) fails to occur, then the parties shall take such actions and execute such instructions as may be reasonable and necessary to cause the escrow holder to return all documents and funds deposited into escrow by the parties in connection with the Phase 2 Closing to be promptly returned to the depositing parties, and SVC shall promptly return, or cause to be returned, to the respective Phase 2 Funding Sources all Phase 2 Acquisition Funds.

### 3. **Natural Condition Affirmed.**

Subject to the terms stated herein, Deer Creek Hills shall remain in its present natural condition until such time as the Management Plan is approved by the parties hereto and by any relevant governmental authority.

### 4. **Structure for Developing a Management Plan.**

A. The purpose of this Paragraph 4 of the MOU is to state the principles and structure the parties agree to follow in developing a Management Plan.

B. Promptly following the Phase 2 Acquisition Date, the parties hereto shall commence development of a plan for the management of Deer Creek Hills for the Anticipated Uses (the “**Management Plan**”).

C. The County will be responsible for ensuring that the Management Plan complies with the requirements of the California Environmental Quality Act (CEQA).

D. The parties will use their best efforts to finalize the Management Plan not later than the third (3<sup>rd</sup>) anniversary of the Phase 2 Acquisition Date.

E. The parties will work cooperatively and attempt to develop a consensus concerning the provisions of the Management Plan.

## Appendix 1 – Deer Creek Hills Partners MOU

---

F. The County, in cooperation with SVC, will be responsible for preparing the Management Plan and circulating the Management Plan among the parties for review and comment. In preparing the Management Plan, the County and SVC shall solicit input from (i) all of the parties hereto, (ii) the owners of real properties adjacent to Deer Creek Hills, (iii) the local ranching community, and (iv) other potential users of Deer Creek Hills.

G. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that it is central to the parties' intent that the Phase 1 Property and Phase 2 Property be managed as a cooperative whole. The Management Plan shall be consistent with the following “objectives”:

- (i.) Preservation of the natural habitat;
- (ii.) Establishment of open space buffer for preservation and enhancement of agricultural operations in the surrounding area;
- (iii.) Livestock grazing to the extent consistent with the other management objectives set forth herein; provided that any such grazing shall preserve, sustain, or improve the current natural resources of Deer Creek Hills. This means, in terms of the densities and time periods of animal grazing, that Deer Creek Hills shall neither be under-grazed nor over-grazed as evaluated in relation to the health of the native plant communities thereon;
- (iv.) Preservation of the watershed of the middle portion of the Cosumnes River; and
- (v.) Public access and recreational use; provided that any such public access or recreational use shall be compatible and consistent with the preservation, restoration and management of the current natural resources of Deer Creek Hills; provided further that additional, adequate sources of revenue, as reasonably determined by the County, for any development or security on the Phase 1 or the Phase 2 required in connection with such public access and recreational use shall be identified prior to permitting any such public access or recreational use of Deer Creek Hills.

The parties acknowledge and agree that the use of motorized vehicles for recreation purposes would be inconsistent with the above-listed objectives.

The parties acknowledge that the State Parks Fee Property is being acquired as a buffer and mitigation lands in connection with OHV activities and programs in the Prairie City SVRA and that the State Parks Fee Property shall be managed consistent with such buffer and mitigation purposes together with the above-listed objectives.

H. In the event the parties fail to adopt a Management Plan as provided in this MOU and the County determines, that failure to adopt a Management Plan places any portion of the County's Phase 1 Funds or the County's Phase 2 Funds (collectively, the “**County Acquisition Funds**”) at risk for noncompliance with the applicable requirements of Proposition 12 or Proposition 40, it shall separate its interest in Deer Creek Hills along a boundary equitably drawn concerning a portion of the eastern area of the Phase 1 Property, or, if applicable, such other area of the Phase 2 Remainder Property, as may seem fair and

## Appendix 1 – Deer Creek Hills Partners MOU

---

just, which partitioned area is commensurate in type and character to the value of the County Acquisition Funds contributed by the County to acquire the Phase 1 Property and/or the Phase 2 Remainder Property. The parties hereto consent and agree that the County's interest in Deer Creek Hills is sufficient to entitle it to seek a partition of Deer Creek Hills (the “**Partition**”) if the County believes failure to adopt a Management Plan places any portion of the County Acquisition Funds at risk for noncompliance with the applicable requirements of Proposition 12 or Proposition 40; provided however that nothing contained herein shall constitute a waiver by SVC of its right to contest such determination, and SVC shall have the right to object to the Partition on such basis. The parties agree that such partitioned boundary is capable of being reasonably determined without owelty of partition. The County agrees that if this provision becomes applicable, the County will use its best efforts to adopt a plan for the management for such partitioned property for use as a public recreation area consistent with the objectives set forth in Paragraph 4.G. above, and during the development of any such public recreation area management plan, until the approval thereof by the County's Board of Supervisors, the County shall keep any such partitioned property in its present natural condition.

### 5. Administration.

A. In General. Deer Creek Hills shall be maintained in a reasonable manner. SVC shall be, and is hereby appointed by the parties hereto to act as, administrator of Deer Creek Hills for purposes of operating and maintaining such property, including without limitation the leasing of Deer Creek Hills for purposes of grazing livestock on Deer Creek Hills in a manner that supports viable commercial ranching operations while sustaining and promoting the current natural conditions of Deer Creek Hills; provided however that, except as otherwise provided in this Paragraph 5.A. and Paragraph 5.D. below, SVC may not sell or further encumber title to Deer Creek Hills or any portion thereof, or enter into any agreement therefor, without the prior written consent of the County. All revenues from such leases shall be deposited in a separate interest bearing account for the benefit of Deer Creek Hills, and may be used by SVC only for purposes directly benefiting such property. For the purpose of this MOU, the parties understand that “purposes directly benefiting such property” means and includes capital improvements to and upon the Deer Creek Hills property and costs of providing security not provided by a tenant. A reasonable written accounting of all such funds shall be provided annually to the parties and to other public grantors who provided grants to SVC for the purchase of Deer Creek Hills, as required in their respective grant agreements.

B. Apportionment of Risk. Public liability risks shall be borne by SVC and the County, in proportion to the amount of such party's contribution to the total purchase price for the Deer Creek Hills property acquired by SVC and the County. The County will be responsible for the administration of any public liability claims made against the Deer Creek Hills property.

C. Possessory Interest Notice in Leases. Any lease of Deer Creek Hills shall contain the following notice provision concerning creation of a possessory interest tax: “Lessee shall, at Lessee's sole cost and expense, pay any and all taxes, assessments, and other charges of whatsoever character that may be levied or charged upon Lessee's interest, as herein may be created; including for improvements, operations, or right to use the Premises. Under this Lease a possessory interest subject to property taxation and special taxation may

## Appendix 1 – Deer Creek Hills Partners MOU

---

be created. Pursuant to California Revenue and Taxation Code Section 107.6, and Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code, notice is hereby given that such property interest may be subject to property taxation and special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes levied on such interest.”

D. Encumbrances. County acknowledges and agrees that SVC shall have the right to pledge the Phase 1 Property or the Phase 2 Remainder Property (including County’s interest therein) as security for a loan, the proceeds of which shall be used solely to fund (in whole or in part) the purchase of future contiguous properties or properties within the East Sacramento County Blue Oak Woodland Legacy Area Conceptual Area Protection Plan, approved by the State of California Department of Fish & Game; provided that the terms and conditions of any deed of trust securing such loan shall require the lender, for no additional consideration, to release its lien with respect to such portion of Deer Creek Hills as to which the County acquires fee title pursuant to Paragraph 4.H. of this MOU; and provided further that the terms and conditions of any such loan shall be commercially reasonable.

E. Possible Sale of a Portion of the Phase 2. The parties acknowledge that SVC has disclosed to them that SVC may elect to sell a portion of the Phase 2 Remainder Property at a per acre price not less than the approved appraised per acre value of Deer Creek Hills as part of the funding necessary to complete the purchase of the future contiguous properties or properties within the East Sacramento County Blue Oak Woodland Legacy Area Conceptual Area Protection Plan, approved by the State of California Department of Fish & Game. With respect to any such sale, SVC covenants and agrees that the portion of the Phase 2 Remainder Property so sold shall be encumbered by a conservation easement to be held by SVC, and the other parties hereby acknowledge that there may be no public access to such portion. The specific location of the portion of the Phase 2 Remainder Property which SVC may elect to sell and the terms and conditions of such conservation easement shall be subject to the approval of all parties to this MOU, which approval may be granted or withheld at the sole and absolute discretion of any party.

F. County Agreements. At or promptly following the Phase 2 Closing, the County, State Parks and SVC shall enter into the following agreements (the “**County Agreements**”): (i) an operating agreement between State Parks and the County pertaining to the State Parks Property (the “**Operating Agreement**”); and (ii) an agreement between SVC and the County with the consent of State Parks, pursuant to which the County shall assign and delegate to SVC the rights and authority under the Operating Agreement to enable SVC to operate and manage the State Parks Property as provided in Paragraph 5.A. above. The terms and conditions of the County Agreements shall be subject to the approval of State Parks, the County and SVC, which approval shall not be unreasonably withheld, delayed or conditioned.

### 6. **Effective Date; Termination**

This MOU shall be effective as of the date first above written, which is the date the last signature is placed hereon, and, except as provided herein otherwise, shall continue until the earliest of: (a) adoption of a Management Plan for Deer Creek Hills; (b) the County

## Appendix 1 – Deer Creek Hills Partners MOU

---

exercises its rights under Paragraph 4.H. above; or (c) the mutual written agreement of the parties.

### 7. Additional Parties.

With the unanimous written consent of the parties to this MOU, any public agency or non-profit organization may become an additional funder of the acquisition and administration of Deer Creek Hills; provided that any such additional funder shall agree to be bound by the terms of this MOU.

### 8. Amendment.

All parties must agree in writing to any amendment to this MOU.

### 9. Notice.

The respective contact persons and addresses for the purpose of notices concerning this MOU are:

#### **County:**

County of Sacramento  
Regional Parks, Recreation  
and Open Space  
3711 Branch Center Road  
Sacramento, CA 95827  
Attn: Ron Suter, Director  
Tel: (916) 875-6132  
Fax: (916) 875-6050

#### **WCB:**

Wildlife Conservation Board  
1807 13th Street, Suite 103  
Sacramento, California 95814  
Attn: \_\_\_\_\_  
Tel: (916) 445-8448  
Fax: (916) 323-0280

#### **SVC:**

Sacramento Valley Conservancy  
P.O. Box 163351  
Sacramento, CA 95816  
Attn: Aimee Rutledge, Executive Director  
Tel: (916) 492-0908  
Fax: (916) 448-4120

#### **State Parks:**

California Department of Parks and  
Recreation  
Office of Acquisition and Real Estate  
Services  
One Capitol Mall, Suite 500  
Sacramento, California 95814  
Attn: Chief, Office of Acquisition and Real  
Property Services  
Tel: (916) 327-7300  
Fax: (916) 327-7307

All notices authorized herein may be given and shall be effective upon receipt or three (3) days following deposit in the United States Mail, first-class postage prepaid and addressed as herein stated. Addresses may be changed by giving notice in the manner herein provided.



**Appendix 1 – Deer Creek Hills Partners MOU**

---

**10. Counterparts.**

This MOU may be executed in multiple counterparts, each of which shall be determined an original (including copies sent to a party by telecopy or facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

COUNTY OF SACRAMENTO, a political  
subdivision

Dated: \_\_\_\_\_, 2003

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the County Board of Supervisors

[Additional signatures on next page]

**Appendix 1 – Deer Creek Hills Partners MOU**

---

SACRAMENTO VALLEY  
CONSERVANCY, a California nonprofit  
public benefit corporation

Dated: \_\_\_\_\_, 2003

By: \_\_\_\_\_  
Aimee Rutledge, Executive Director

STATE OF CALIFORNIA  
DEPARTMENT OF FISH AND GAME  
WILDLIFE CONSERVATION BOARD

Dated: \_\_\_\_\_, 2003

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND  
RECREATION

Dated: \_\_\_\_\_, 2003

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO TERMS AND CONDITIONS:

\_\_\_\_\_  
Ron Suter, Director of Regional Parks,  
Recreation and Open Space

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Counsel for State Parks

## Appendix 1 – Deer Creek Hills Partners MOU

---

### Exhibits:

- A - Legal Description of Deer Creek Hills
- B - Legal Description of Phase 1 Property
- C - SVC's Phase 1 Acquisition Funds
- D - Legal Description of Phase 2 Property
- E - SVC's Phase 2 Acquisition Funds
- F - Legal Description of State Parks Fee Property
- G - Legal Description of Phase 2 Remainder Property

Exhibit A to  
Amended and Restated  
Memorandum of Understanding

**LEGAL DESCRIPTION OF DEER CREEK HILLS**

The real property referred to in this MOU as the “Deer Creek Hills” is located in the unincorporated area of Sacramento County, California, more particularly described as follows: (See next page for attached legal description.)

Exhibit B to  
Amended and Restated  
Memorandum of Understanding

**LEGAL DESCRIPTION OF PHASE 1 PROPERTY**

The real property referred to in this MOU as the “Phase 1 Property” is located in the unincorporated area of Sacramento County, California, more particularly described as follows: (See next page for attached legal description.)

Exhibit C to  
Amended and Restated  
Memorandum of Understanding

**SVC'S PHASE 1 ACQUISITION FUNDS**

<b>Funding Source</b>	<b>Funding Amount</b>
Wildlife Conservation Board	\$2,000,000
CALFED	\$800,000
United States Department of Interior, Bureau of Reclamation	\$450,000
State of California Department of Transportation (Caltrans)	\$500,000
SVC (Fundraising Funds)	\$50,000
Total SVC Phase 1 Acquisition Funds:	<b>\$3,800,000.00</b>
Amount utilized for Phase 1 Transactions	<u>-\$3,754,085.00</u>
Interest Earned on Phase I SVC Option Consideration Funds	<u>+\$1,406.73</u>
Amount to be included as part of County's Phase 2 Funds	<b><u>\$47,321.73</u></b>

Exhibit D to  
Amended and Restated  
Memorandum of Understanding

**LEGAL DESCRIPTION OF PHASE 2 PROPERTY**

The real property referred to in this MOU as the “Phase 2 Property” is located in the unincorporated area of Sacramento County, California, more particularly described as follows: (See next page for attached legal description.)

Exhibit E to  
Amended and Restated  
Memorandum of Understanding

**SVC'S PHASE 2 ACQUISITION FUNDS**

<b>Funding Source</b>	<b>Funding Amount</b>
Wildlife Conservation Board	\$2,000,000
SVC (Non-Profit Private Foundations)	\$50,000
SVC (Individual Donors)	\$124
<b>Total</b>	<b>\$2,050,124</b>



**LEGAL DESCRIPTION OF STATE PARKS FEE PROPERTY**

The real property referred to in this MOU as the “State Parks Fee Property” is located in the unincorporated area of Sacramento County, California, more particularly described as follows:

PARCEL NO.1:

THE SOUTHEAST 1/4 OF SECTION 15,TOWNSHIP 8 NORTH,RANGE 8 EAST,M.D.B.&M.,  
ACCORDING TO THE OFFICIAL PLAT THEREOF.  
APN:073-0060-003

PARCEL NO.2:

THE NORTHEAST 1/4;THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF  
SECTION 21,TOWNSHIP 8 NORTH,RANGE 8 EAST,M.D.B.&M.,ACCORDING TO THE OFFICIAL  
PLAT THEREOF.  
APN:073-0050-030

PARCEL NO.3:

LOTS 2 THROUGH 7 INCLUSIVE IN THE NORTH 1/2 OF SECTION 22,TOWNSHIP 8 NORTH,  
RANGE 8 EAST,M.D.B.&M.AS SHOWN ON THE AMENDED MAP OF TOWNSHIP 8 NORTH,  
RANGE 8 EAST,MOUNT DIABLO MERIDIAN FILED IN THE SURVEYOR GENERAL'S  
OFFICE,SAN  
FRANCISCO,CALIFORNIA ON DECEMBER 31,1875.  
PORTION OF APN:073-0060-018

PARCEL NO.4:

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 22,TOWNSHIP 8  
NORTH,  
RANGE 8 EAST,M.D.B.&M.,ACCORDING TO THE OFFICIAL PLAT THEREOF.  
APN:073-0060-018  
APN:PORTION OF APN:073-0060-018

**LEGAL DESCRIPTION OF PHASE 2 REMAINDER PROPERTY**

The real property referred to in this MOU as the “Phase 2 Remainder Property” is located in the unincorporated area of Sacramento County, California, more particularly described as follows:

PARCEL NO. 1:

LOTS 1 AND 8 IN THE NORTH HALF OF SECTION 22; TOWNSHIP 8 NORTH, RANGE 8 EAST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF.  
A PORTION OF APN: 073-0060-018-0000

PARCEL NO. 2:

THE NORTHWEST QUARTER; THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 8 EAST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF.  
AFFECTS APN: 073-0060-020-0000

PARCEL NO. 3:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 8 EAST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF.  
AFFECTS APN: 073-0050-029-0000

PARCEL NO. 4:

THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 8 EAST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THE NORTH HALF OF THE NORTH HALF OF THE SAID SOUTH HALF OF SECTION 22.  
AFFECTS APN: 073-0060-017-0000

PARCEL NO. 5:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 8 EAST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF.  
AFFECTS APN: 073-0060-019-0000

PARCEL NO. 6:

ALL OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 8 EAST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26 WHICH LIES SOUTH OF THE COUNTY ROAD (KNOWN AS MICHIGAN BAR & STONE HOUSE ROAD). ALSO EXCEPTING THEREFROM THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 26.  
AFFECTS APN: 073-0090-033-0000

(continued on next page, parcel 7)

**LEGAL DESCRIPTION OF PHASE 2 REMAINDER PROPERTY (continued, parcels 1-6 listed on prior page)**

PARCEL NO. 7:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 8 NORTH,  
RANGE 8 EAST, M.D.B.&M., ACCORDING TO THE OFFICIAL PLAT THEREOF.

AFFECTS APN: 073-0090-001-0000

EXCEPTING THEREFROM PARCEL 7 ABOVE, THAT CERTAIN ONE ACRE GRAVEYARD AS IN  
DEED EXECUTED BY HOWARD A. MISER, ET UX., RECORDED JANUARY 21, 1910 IN BOOK 301  
OF DEEDS, PAGE 422.