Appendix E

Declaration of Restrictions
CERTIFIED MAIL /
RETURN RECEIPT REQUESTED

Yolo County Recorder
625 Court Street, #105
Woodland, CA 95695

Re: Declaration of Restrictions

Dear Sir or Madam:

Enclosed hereto for recording is an original notarized Declaration of Restrictions executed by The Regents of the University of California. After recording, please return the document to the following address:

The Regents of the University of California
 c/o Real Estate Services Group
 1111 Franklin Street, 6th Floor
  Oakland, CA 94607-5200

All property owned by The Regents is deemed to be property of the State of California and pursuant to Article XIII, Section 3(a) of the California Constitution is exempt from property taxation (Webster v. Board of Regents (1912) 163 Cal. 705, 708), therefore, there should be no charge for recording this document.

Very truly yours,

[Signature]
Connie J. Miller
Assistant Real Estate Officer

Enclosure

cc: Business Contracts Officer Peterman, Davis Campus
DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made as of ____________ by The Regents of the University of California ("The Regents").

WHEREAS, Declarant, The Regents, is the owner of a parcel of property consisting of approximately 140 acres of existing agricultural lands located in the County of Yolo ("Property"), as more particularly described in Exhibits A-1, A-2, A-3 and B attached hereto and by this reference incorporated herein; and,

WHEREAS, in The Regents' 1994 Long Range Development Plan for its University of California, Davis Campus ("1994 LRDP"), The Regents' designated the Property as mitigation lands for cumulative impacts to burrowing owls, Swainson's hawks, and the Valley Elderberry Longhorn Beetle ("VELB") due to implementation of the 1994 LRDP; and,

WHEREAS, Declarant, The Regents, hereby encumbers the Property in part to assist in meeting mitigation requirements contained in the Low Effect Habitat Conservation Plan (HCP) for the VELB at the La Rue Student Housing Project and Bowley Center Project, University of California, Davis as outlined in the U.S. Fish and Wildlife Service File 1-1-99-HP-0682 dated January 20, 1999, which HCP and associated permits and/or take authorization(s) issued by the U.S. Fish and Wildlife Service ("USFWS"), pursuant to the Federal Endangered Species Act, require that habitat for VELB be preserved in perpetuity to compensate for impacts due to development and other activities carried out by The Regents; and,

WHEREAS, Declarant, The Regents, hereby executes and records this Declaration of Restrictions on its Property in order to implement the HCP that requires protection of habitat for VELB in perpetuity; and,

WHEREAS, the HCP specifically requires that approximately 3.5 acres within the Property be managed as a VELB mitigation site; and,

WHEREAS, the HCP further requires that, "To ensure that the VELB mitigation sites are managed for VELB habitat and in anticipation of developing mitigation for burrowing owls, Swainson’s hawks, and VELB habitat on the 140-acre Russell Ranch mitigation site identified in the 1994 LRDP EIR, the University will establish deed restrictions acceptable to the USFWS on the entire 140-acre Russell Ranch mitigation site"; and,
WHEREAS, more accurate measurement of the Property than was available upon adoption of the 1994 LRDP indicates the PROPERTY is approximately 158.1 acres;

NOW, THEREFORE, Declarant, The Regents, declares as follows:

1. **Covenant Running with the Land.** Declarant covenants and agrees to restrict, and by this instrument does restrict, the future use of the Property as set forth below by the establishment of this covenant running with the land.

2. **Restrictions Concerning the Property.** The Declarant or any other person shall restrict its activities to the following activities on the Property:
   (a) Manage the Property to benefit burrowing owls, Swainson’s hawks, and VELB as described in the 1994 LRDP; and
   (b) Manage the VELB mitigation site as described in the HCP, provided however that if management actions described in the HCP for the VELB mitigation site conflict with the 1994 LRDP, the HCP shall take precedence.

3. **Condition To and Termination of this Declaration.** This Declaration of Restriction shall remain in full force and effect until and unless a USFWS-approved conservation easement or a USFWS-approved amendment to these restrictions is placed on the Property that ensures protection of habitat in perpetuity. Any changes to or termination of this Declaration of Restrictions must be approved, in writing, by the Chief of the Endangered Species Division of the Sacramento office of the USFWS or its successors.

4. **No Dedication: No Rights of Public Use.** The provisions of this Declaration of Restrictions do not constitute an offer or dedication for public use, nor do the provisions provide for public access.

5. **Successors and Assigns Bound.** The Declarant hereby agrees and acknowledges that the Property shall be held, sold, conveyed, owned, and used subject to the applicable terms, conditions, and obligations imposed by this Declaration of Restrictions relating to the use, repair, maintenance and/or improvement of the Property, and matters incidental thereto. Such terms, conditions, and obligations are a burden and restrict the use of the Property, as applicable.

   Subject to the limitations contained in this Declaration, and without modifying its terms, the provisions of this Declaration of Restrictions shall be enforced as equitable servitudes, and conditions, restrictions, and covenants running with the land, and shall be binding upon the Declarant and upon each and all of the Declarant’s respective officers, directors, employees, agents, representatives, trustees, assignees, successors, and future owners of the Property and each of them in perpetuity, and shall benefit the people of the State of California, and the people of the United States. The United States, acting through any of its agencies, including but not limited to the USFWS, shall have the right to enforce each of the terms of this Declaration of Restrictions.
6. **Management and Funding.** Pursuant to the HCP, a Mitigation Development Plan for the Property shall be developed by the Declarant in consultation with the USFWS and submitted to the USFWS by December 31, 2000. Management measures required by the Mitigation Development Plan and the HCP shall be implemented in perpetuity. Obligations to manage the property shall be binding upon the Declarant and upon each and all of the Declarant's respective officers, directors, employees, agents, representatives, trustees, assignees, successors, and upon future owners of the Property. The obligation to provide funding adequate to carry out mitigation measures shall be borne by the Declarant and each and all of the Declarant's respective officers, directors, employees, agents, representatives, trustees, assignees, successors, and future owners of the PROPERTY.

**Declarant:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,**

a California public corporation

**By:** [Signature]

Patricia L. Trivette

**Its:** Secretary

[Signature]
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On March 21, 2007 before me, Estelle Leighton Bryan, Notary Public, personally appeared PATRICIA L. TRUICE.

personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Estelle Leighton Bryan, Notary Public

OPTIONAL

Though the information is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attachment Document

Title or Type of Document: ________________________________

Document Date: ________________________________ Number of Pages: ______

Signer(s) Other Than Named Above: ________________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ________________________________

☐ Individual
☐ Corporate Officer
☐ Trustee
☐ Guardian or Conservator
☐ Other:

☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

______________________________

______________________________

Signer’s Name:

☐ Individual
☐ Corporate Officer
☐ Trustee
☐ Guardian or Conservator
☐ Other:

☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

______________________________
Exhibits A-1, A-2, and A-3
Legal Description of Property
Exhibit A-1

Description – Parcel One:

All that certain real property situated in the State of California, County of Yolo, and being a portion of the Rancho Rio de Los Putos, described as follows:

Commencing at the intersection of the centerline of County Road 95A and the centerline of Putah Creek, said point being the southwesterly corner of Parcel 3 as said parcel is described in the deed recorded on August 3, 1990 in Book 2147 at page 469, Yolo County Records;

thence along the centerline of Putah Creek and the southerly line of said Parcel 3 South 89° 25' East 44.4 feet to the True Point of Beginning;

thence parallel with the centerline of County Road 95 North 18° 21' West 464.0 feet to the southerly line of the Willow Canal right-of-way as described the deed dated May 13, 1904 and recorded in Book 65 of Deeds at page 264;

thence along said southerly line South 76° 00' East 636.5 feet;

thence continuing along said southerly line South 61° 00' East 484.8 feet to the easterly line of said Parcel 3;

thence along said easterly line South 09° 44' East 288.6 feet to the centerline of Putah Creek and the southeasterly corner of said Parcel 3;

thence along the centerline of Putah Creek and the southerly boundary of said Parcel 3 the following four courses:

1. North 67° 50' West 57.9 feet;
2. North 65° 39' West 356.6 feet;
3. North 78° 03' West 297.0 feet;
4. North 89° 25' West 275.3 feet to the True Point of Beginning.

Containing 7.5 acres, more or less.

This description was prepared from a variety of sources and is not the product of a comprehensive boundary survey.

End of Parcel One description.
Exhibit A-2

Description – Parcel Two:

All that certain real property situated in the State of California, County of Yolo, and being a portion of the Rancho Rio de Los Putos, described as follows:

Commencing at the intersection of the centerline of County Road 95A and the centerline of Putah Creek, said point being the southwesterly corner of Parcel 3 as said parcel is described in the deed recorded on August 3, 1990 in Book 2147 at page 469, Yolo County Records;

thence along the centerline of County Road 95A and the westerly line of said Parcel 3 North 18° 21' West 508.7 feet;

thence at right angles North 71° 39' East 42.0 feet to a point on the northerly line of the Willow Canal right-of-way as described the deed dated May 13, 1904 and recorded in Book 65 of Deeds at page 264, said point being the True Point of Beginning;

thence parallel with the centerline of County Road 95A and the westerly line of said Parcel 3 North 18° 21' West 2748.1 feet;

thence North 59° 28' West 225.0 feet;

thence North 52° 31' West 90.0 feet;

thence North 39° 17' West 80.0 feet;

thence North 28° 57' West 75.0 feet;

thence North 12° 34' West 110.0 feet;

thence North 06° 47' West 125.0 feet;

thence North 03° 47' East 185.0 feet;

thence North 59° 18' East 43.2 feet;

thence South 46° 39' East 348.0 feet;

thence South 06° 30' West 212.0 feet;

thence South 77° 48' East 90.0 feet;
thence South 77° 27' East 100.0 feet;
thence South 77° 39' East 100.0 feet;
thence South 77° 43' East 100.0 feet;
thence South 77° 53' East 106.0 feet;
thence South 77° 56' East 100.0 feet;
thence South 77° 43' East 108.0 feet;
thence South 65° 44' East 101.0 feet;
thence South 64° 26' East 102.0 feet;
thence South 64° 24' East 107.0 feet;
thence South 65° 01' East 108.0 feet;
thence South 69° 25' East 106.0 feet;
thence South 69° 44' East 104.0 feet;
thence South 69° 44' East 104.0 feet;
thence South 70° 24' East 108.0 feet;
thence South 71° 05' East 98.0 feet;
thence South 83° 38' East 110.0 feet;
thence South 85° 12' East 167.6 feet to the easterly line of said Parcel 3, from which the centerline of County Road 32 bears North 00° 32' West 768.2 feet;
thence along said easterly line South 00° 32' East 1694.6 feet to an angle point therein;
thence continuing along said easterly line South 09° 44' East 1065.9 feet to the northerly line of the Willow Canal right-of-way;
thence along said northerly line North 61° 00' West 451.3 feet;
thence continuing along said northerly line North 76° 00' West 674.8 feet to the True Point of
Beginning.

Containing 85.5 acres, more or less.

This description was prepared from a variety of sources and is not the product of a
comprehensive boundary survey.

End of Parcel Two description.
Exhibit A-3

Description – Parcel Three:

All that certain real property situated in the State of California, County of Yolo, and being a portion of the Rancho Rio de Los Putos, described as follows:

Commencing at the most westerly corner of Lot 4 of Waldemar's Subdivision of Rancho Rio de Los Putos;

Thence along the southwesterly line of said Lot 4 South 23° 41' East 3158.8 feet to the True Point of Beginning;

thence South 66° 45' East 164.9 feet;

thence South 58° 29' East 252.2 feet;

thence South 83° 31' East 353.5 feet;

thence North 02° 46' West 375.0 feet;

thence North 87° 14' East 3214.4 feet;

thence South 02° 46' East 30.0 feet;

thence North 87° 14' East 100.3 feet;

thence South 80° 45' East 164.2 feet;

thence North 09° 15' East 30.0 feet;

thence South 82° 38' East 1205.2 feet;

thence South 83° 55' East 205.8 feet;

thence North 83° 06' East 96.5 feet to a point 60 feet, measured at right angles, from the westerly line of Parcel One as shown upon that certain Record of Survey filed in Book 5 of Maps and Surveys at page 72;

thence parallel with said westerly line South 13° 05' East 392.3 feet to the centerline of Putah Creek;

thence along said centerline the following twelve courses:

1. North 79° 55' West 90.7 feet;
2. South 71° 05' West 500.9 feet;
3. South 65° 20' West 459.4 feet;
4. North 55° 55' West 132.7 feet;
5. North 76° 40' West 524.0 feet;
6. North 74° 10' West 483.8 feet;
7. North 76° 10' West 490.4 feet;
8. South 83° 05' West 910.8 feet;
9. South 85° 50' West 916.1 feet;
10. South 88° 50' West 568.3 feet;
11. North 87° 40' West 532.0 feet;
12. North 75° 25' West 182.6 feet to the westerly line of Lot 4 of Waldemar's Subdivision of Rancho Rio de Los Putos;

thence along said westerly line North 23° 41' West 316.5 feet to the True Point of Beginning.

Containing 65.1 acres, more or less.

This description was prepared from a variety of sources and is not the product of a comprehensive boundary survey.

End of Parcel Three description.
Exhibit B
Map of Property