

**DEPARTMENT OF WATER RESOURCES**

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 94236-0001  
(916) 653-5791



12/24/2021

Ms. Michele Clark, Executive Director  
Yolo Land Trust  
P.O Box 1196  
Woodland, CA 95776

Dear Ms. Clark:

The State of California Department of Water Resources is proposing to implement the Yolo Bypass Salmonid Habitat Restoration and Fish Passage Project (Big Notch Project), which has been developed to improve fish passage and increase floodplain fisheries rearing habitat in the Yolo Bypass and the lower Sacramento River basin. The Big Notch Project will require flowage easements to be acquired over several properties.

Our records indicate that Yolo Land Trust holds a conservation easement, identified as Document No. (2008-0021606) in the Official Records of Yolo County (attached), upon property identified as Yolo County Assessor's Parcel No. 057-170-010 owned by FarmTogether Stanley, LLC, a Delaware limited liability company. An 8.76-acre portion of this property is within the Big Notch Project area and is known as DWR Parcel No. YBSH-125 Unit A. DWR is proposing to acquire a flowage easement over this portion of the property in conjunction with the Big Notch Project. A copy of the Easement Deed for Parcel No. YBSH-125 Unit A including legal plat map, and an inundation modeling Exhibit are attached to this letter for your reference.

This project is needed because substantial changes have been made to the historical floodplain of California's Central Valley for water supply and flood control purposes. These activities have resulted in losses of rearing fish habitat, migration corridors, and food web production for fish, negatively affecting native fish species that rely on a floodplain habitat.

The restored habitat will support the growth of a healthy population of salmon and improve conditions for survival of the endangered Delta Smelt and Green Sturgeon native-fish species by improving migration pathways through the Sacramento River, the floodplains of the Yolo Bypass, and the Sacramento-San Joaquin Delta.

As part of DWR outreach activities, DWR will coordinate a meeting to introduce the Project to Yolo Land Trust. Now that the Project is progressing into the land acquisition phase, DWR would like to discuss this specific proposed acquisition with you and any

public agencies that funded, or required for permitting, the conservation easement. In addition, you may submit written comments on the acquisition, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, to DWR at the P.O. Box 942836, Sacramento, CA 94236-0001, Attn: Jesus Cedeño, Associate Right of Way Agent, within 45 days from the date this notice.

As the easement holder, the California Code of Civil Procedure Section 1240.055 requires, under certain circumstances (see Code of Civil Procedure Section 1240.055(c)(2)[(A) and (B)], that you do the following within 15 days of receipt of this notice:

(1) Forward a copy of this notice by first class mail to each public entity that provided funds for the purchase of the easement or that imposed conditions on approval or permitting of a project that were satisfied, in whole or in part, by the creation of the conservation easement;

(2) Inform each public entity that it may also submit written comments, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, within 45 days from the date of this notice, and that any comments should be submitted to DWR at the address provided on the previous page;

(3) If forwarding this notice to another public entity (as stated above), please notify DWR of the entity name and contact information.

Thank you for your cooperation. If you have any comments or questions regarding the Big Notch Project or proposed acquisition, or if providing public entity contact information, you may contact me telephone at (209) 681-4746, by email at [Jesus.Cedeno@water.ca.gov](mailto:Jesus.Cedeno@water.ca.gov), or at the address provided on the previous page.

Sincerely,



Jesus Cedeño  
Associate Right of Way Agent

Attachments

# Yolo Bypass Big Notch Project

APN: 057-170-010

Owner: LANCE JEFFREY STANLEY AND  
SARAH HILEA STANLEY

Parcel area: 150.2 acres

Area within YB: 2.2 acres

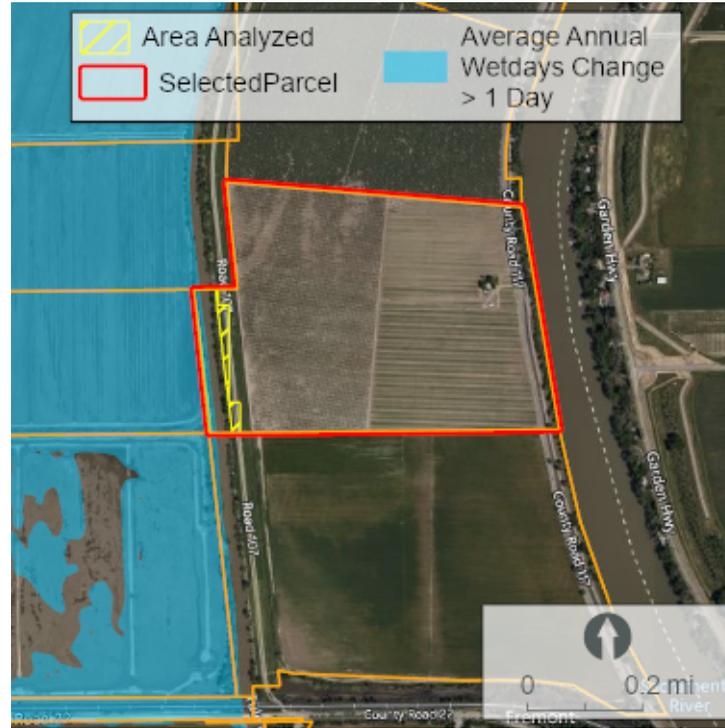
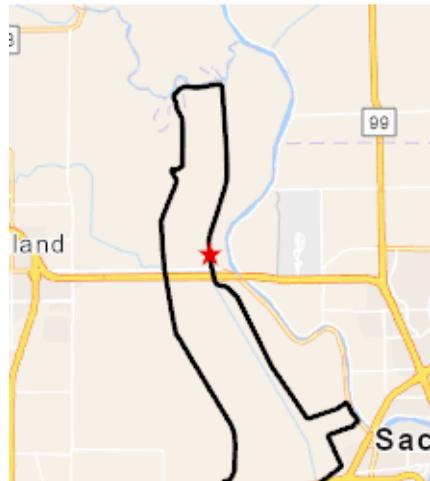
Annual wetted-days

Current: 6.6

Project: 6.6

Change: 0.1

Average depth change: 0.7



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	02-04	02-04	26	26	0.3	4.6	4.2
1998	03-01	03-01	26	26	0.2	4.2	3.8
1999			0	0	0.9	4.0	3.2
2000	03-10	03-10	8	9	0.4	6.1	4.2
2001			0	0	1.0	1.1	1.7
2002			0	0	0.9	2.6	3.0
2003			0	0	1.1	2.0	2.6
2004	03-02	03-02	7	7	0.7	3.5	3.4
2005			0	0	0.5	1.5	1.6
2006	04-20	04-20	30	30	0.3	4.3	4.1
2007			0	0	0.9	0.5	1.0
2008			0	0	0.8	1.4	1.9
2009			0	0	1.4	0.6	1.7
2010			0	0	1.0	1.3	2.0
2011	03-29	03-29	8	8	0.6	3.5	3.1
2012			0	0	0.4	0.6	0.4

<sup>1</sup> Parcels are classified wet if 30% or more of a parcel area is wet to ignore shallow standing water

<sup>2</sup> Daily change is calculated for pixels and then averaged and may not be equal to project - current

	Monthly Average				Monthly Average Percent Area (%)														
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in		
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	
November	0.7	0.6	0.0	0.0	99.9	99.8	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
December	2.4	2.5	0.1	0.1	97.4	95.4	0.4	0.5	0.4	0.4	0.4	0.4	0.3	0.4	0.3	0.9	0.8	2.0	
January	3.1	3.2	1.9	1.9	91.1	89.5	0.8	0.8	0.9	0.7	1.0	0.7	1.0	0.6	1.3	1.5	4.0	6.1	
February	3.7	3.2	2.3	2.4	91.5	88.5	1.3	1.5	1.2	1.4	0.8	1.2	0.6	1.1	0.6	1.5	4.1	4.8	
March	4.1	3.7	1.2	1.2	92.1	90.5	1.1	1.3	0.8	1.1	0.6	0.7	0.6	0.6	0.7	0.9	4.2	4.8	
April	3.7	3.3	0.9	0.9	95.4	94.6	0.8	1.0	0.6	0.7	0.5	0.6	0.3	0.4	0.3	0.4	2.2	2.2	
May	2.5	1.7	0.0	0.0	98.7	97.4	0.3	0.9	0.2	0.6	0.2	0.2	0.1	0.2	0.1	0.2	0.4	0.5	
June	2.5	2.5	0.0	0.0	99.3	99.3	0.2	0.2	0.1	0.1	0.1	0.1	0.0	0.0	0.1	0.1	0.2	0.2	

All information provided by the Department of Water Resources made available to provide immediate access for the convenience of interested persons. While the Department believes the information to be reliable, human or mechanical error remains a possibility. Therefore, the Department does not guarantee the accuracy, completeness, timeliness, or correct sequencing of the information. Neither the Department of Water Resources nor any of the sources of the information shall be responsible for any errors or omissions, or for the use or results obtained from the use of this information.

**RECORDING REQUESTED BY**  
First American Title Insurance Company  
National Commercial Services

**AND WHEN RECORDED MAIL TO:**  
Yolo Land Trust  
P.O. Box 1196  
Woodland, CA 95776

Yolo Recorder's Office  
Freddie Oakley, County Recorder

**DOC- 2008-0021606-00**

Acct 103-First American Title

Friday, JUL 11, 2008 14:29:00

Ttl Pd \$83.00

Nbr-0000775552

VRB/R6/1-26

Space Above This Line for Recorder's Use Only

File No.: NCS-295391GH)

**NO TRANSFER TAX DUE - R&T CODE 11911-CONSIDERATION LESS THAN \$100.00**

**Cover Page**

**To**

**Deed of Conservation Easement**

**FIRST AMERICAN TITLE COMPANY**  
#295391 GK

**Recording Requested by  
and when recorded mail to:**

YOLO LAND TRUST  
Attn: President of the Board  
P.O. Box 1196  
Woodland, CA 95776  
Phone (530) 662-1110

Space above this line for Recorder's use.

**DEED OF CONSERVATION EASEMENT  
(Plumb Orchard)**

This Deed of Conservation Easement ("Conservation Easement" or "Easement") is granted on this 11<sup>th</sup> day of July 2008 by SACRAMENTO VALLEY CONSERVANCY, a California nonprofit public benefit corporation ("Grantor"), to the YOLO LAND TRUST, a California nonprofit corporation ("Grantee").

**RECITALS**

A. The Grantor is the sole owner in fee simple of certain agricultural real property located in Yolo County, California consisting of approximately 150.23 acres and legally described in the attached Exhibit A (the "Property").

B. The Property consists of productive agricultural land consisting of Lang Sandy Loam soils that are classified as prime farmland by the Natural Resource Conservation Service, U.S. Department of Agriculture, and by the California Department of Conservation Farmland Mapping and Monitoring Program. The Property is well endowed with characteristics required for productive agriculture, i.e. fertile soils, an adequate supply of high-quality irrigation water, excellent climate and a long growing season. The Property is currently being farmed as a walnut orchard.

C. The agricultural, open space and other characteristics of the Property, its current use and state of improvement, are described in a Present Conditions Report attached as Exhibit B, prepared by Grantee with the cooperation of Grantor, and acknowledged by both to be complete and accurate as of the date of this Conservation Easement. Both Grantor and Grantee have copies of this Present Conditions Report which may be used by Grantee to establish that a change in the use or condition of the Property has occurred; however, its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Easement.

D. The Grantor intends to grant this Conservation Easement for valuable consideration to the Grantee for the primary purpose of assuring that, under Grantee's perpetual stewardship, the agricultural productive capacity, open space character and wildlife habitat capacity (referred herein as the "Conservation Values") of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these Conservation Values will be prevented or corrected.

The parties agree that the current agricultural use of, and improvements to, the Property are consistent with protection of the Conservation Values. The parties further agree that the conversion of portions of the Property from agricultural use to use for wildlife habitat is consistent with protection of the Conservation Values.

E. The conservation purposes of this Conservation Easement are recognized by, and the grant of this Conservation Easement will serve, the following clearly delineated governmental conservation policies:

Section 815 of the California Civil Code, which defines perpetual conservation easements; California Constitution Article XIII, section 8 and Revenue and Taxation Code sections 421.5 and 422.5, and California Civil Code section 815.1, under which this agricultural conservation easement is an enforceable restriction, requiring that the Conservation Easement's tax valuation may be consistent with restriction of its use;

The California General Plan law, section 65300 et seq. and section 65400 et seq. of the California Government Code, which include as one of its goals to protect all viable farmlands designated as prime, of statewide importance, unique, or of local importance from conversion to and encroachment of non-agricultural uses;

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands;

The Yolo County General Plan, as amended in 2002, which includes as one of its goals to protect all viable farmlands designated as prime, of statewide importance, unique, or of local importance from conversion to and encroachment of non-agricultural uses;

F. Grantee is a "qualified conservation organization" as that term is defined in the Internal Revenue Code, the California Public Resources Code section 10221, California Civil Code section 815.3 and as certified by a resolution of its Board of Directors and accepts the responsibility of enforcing the terms of this Conservation Easement and upholding its conservation purposes forever.

G. Grantor owns the entire fee simple interest in the Property. All holders of financial liens or other encumbrances upon the Property have agreed to subordinate their interests in the Property to this Conservation Easement, except the holders of the encumbrances listed in the attached Exhibit C (the "Permitted Encumbrances").

### **GRANT OF CONSERVATION EASEMENT**

NOW, THEREFORE, for the reasons given, and in consideration of their mutual promises and covenants, Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual Conservation Easement, as defined by Sections 815.1 and 815.2 of the Civil Code of California, and of the nature and character described in this Conservation Easement.

### **1. Purpose**

The Conservation Purpose ("**Conservation Purpose**") of this Conservation Easement is to assure that the land will retain its Conservation Values, i.e. its agricultural productive capacity, open space character and wildlife habitat capacity by preventing uses of the Property which will significantly impair or interfere with the protection of the Conservation Values.

### **2. Rights and Interests Conveyed**

To accomplish the Conservation Purpose of this Conservation Easement, the following rights and interests are conveyed by Grantor to Grantee, subject to the terms and conditions of this Easement:

(a) To carry out the Conservation Purpose of this Easement and to preserve and protect in perpetuity the Conservation Values of the Property.

(b) To enter upon and inspect the Property for the purposes of (1) identifying the condition of, uses and practices occurring on the Property; and (2) monitoring those uses and practices to determine whether they are consistent with this Conservation Easement. Entry is permitted with seventy-two hours prior notice to Grantor, and shall be made in a manner that will not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

(c) To prevent any activity on or use of the Property that is not permitted by or consistent with this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any condition, activity or use that is not permitted. This shall not be interpreted to require Grantor to restore features of the Property damaged by acts of God.

### **3. Grantor's Right to Use Conservation Easement for Agricultural, Open Space and Habitat Purposes**

Grantor retains the right to use the Property for agricultural, open space and wildlife habitat purposes, in accordance with applicable law. This Conservation Easement is not intended to limit Grantor's discretion to employ Grantor's choices of farm and ranch uses and management practices so long as those uses and practices are consistent with this Conservation Easement. Grantor also retains the right to use different or new farming techniques and to construct and maintain irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes. The parties acknowledge that preservation of the Conservation Values permits changes in farming techniques necessary or desirable to maintain economically viable farming operations. Accordingly, Grantor is not limited to those farming techniques currently known or foreseeable, but rather may use new or different farming techniques that are consistent with this Conservation Easement.

Grantor may store agricultural equipment used on the property and may store agricultural products, byproducts and chemicals so long as it is done in accordance with all applicable government laws and regulations. "Agricultural chemicals" includes herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations even though they may be hazardous materials.

Grantor may participate in public and private agricultural enhancement programs consistent with the Conservation Values.

#### **4. Prohibited Uses**

Grantor promises that it will not perform, nor knowingly allow others to perform, any act or use on or affecting the Property that is inconsistent with the Conservation Purpose of this Conservation Easement. Except for those activities and uses of the Property that are expressly permitted, any activity or use of the Property that is inconsistent with the Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Conservation Values) is prohibited. In addition to this general prohibition, Grantor shall be prohibited from removing trees or other vegetation on the water-side of the Sacramento River levee, except as is reasonably necessary in connection with constructing and maintaining any public access facilities in accordance with the provisions of Section 5(d), below, in connection with wildlife habitat restoration or improvement, or in connection with maintaining levee stability or the irrigation works serving the authorized uses of the Property. Grantor understands that nothing in this Conservation Easement relieves it of any obligation or restriction on the use of the Property imposed by law.

#### **5. Construction of Buildings and Other Structures.**

Grantor may undertake construction, erection, installation or placement of buildings, structures, or other improvements on the Property only as provided in paragraphs (a) through (f) below. All other construction, erection, installation or placement of buildings, structures, or other improvements on the Property is prohibited. Before undertaking any construction, erection, installation or placement that requires advance permission, the Grantor shall notify the Grantee and obtain prior written permission from Grantee.

All new structural improvements shall be located within a five-acre building envelope (“**Approved Building Envelope**”) which shall be generally rectangular in shape, located west of County Road 117 on less productive soils, and encompass any existing structures on the property, including existing septic systems. When Grantee approves the final size and location of the Approved Building Envelope, its boundaries shall be surveyed or permanently and physically marked on the ground by other appropriate method reasonably acceptable to Grantee at Grantor’s expense. The Present Conditions Report shall be updated to identify the location of the Approved Building Envelope and any new structures located within it.

For purposes of this section, “improvements” shall not refer to trees, vines, or other living improvements planted for agricultural purposes, nor shall it refer to irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes, all of which may be made without the permission of Grantee.

(a) *Fences* - Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary agricultural management, and for security of farm produce, livestock, equipment, and improvements on the Property, without any further permission of the Grantee.

**(b) *Agricultural Structures & Improvements***

**(1) Existing agricultural structures and improvements as shown in Exhibit B may be repaired, reasonably enlarged, and replaced at their current locations for agricultural purposes without further permission from the Grantee.**

**(2) The following may be built on the Property within the Approved Building Envelope, without further permission of the Grantee. Any other agriculture production or marketing-related structures may be constructed only with the written permission of the Grantee pursuant to Section 14.**

**A. New buildings and other structures and improvements to be used solely for agricultural production of farm products predominantly grown or raised by the Grantor, including barns, equipment sheds, and improvements to be used for such agricultural production purposes;**

**B. A roadside stand for sale of farm products predominantly grown or raised by the Grantor.**

**(c) *Residential Dwellings* – Grantor may construct or maintain and replace one primary single-family residential dwelling and one ancillary residential dwelling, each with appurtenant structures; *provided*, that it is constructed within the Approved Building Envelope; *provided, further*, that no residential dwelling or appurtenant structure not in existence as of the date of the granting of this Conservation Easement shall be located closer than 1000 feet from the landward base of the Sacramento River levee and in no circumstances shall be located on the Sacramento River levee or on the waterside of the Sacramento River levee. The total number of dwellings on the property shall not exceed two (2).**

**(d) *Public Access Facilities* – With the written permission of Grantee pursuant to Section 14, Grantor may construct public access facilities to facilitate public enjoyment of the Conservation Values.**

**(e) *Billboards* - No billboards shall be erected on the Property. Signs denoting the names and address of residents' allowable business uses, or describing other permitted activities, posting the property to control unauthorized entry or use, a sign or signs to advertise its sale or lease, or to identify the Property for the general public are permitted, insofar as such signs do not materially impair the Conservation Values of the Conservation Easement.**

**(f) *Utilities and Septic Systems* - Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced. Grantor may grant rights-of-way over and under the Property for such purposes with written notification to Grantee and provided that they are not inconsistent with this Conservation Easement. In addition, septic or other underground sanitary systems serving the**

improvements permitted herein may be installed, maintained, repaired, replaced, relocated or improved as long as they are located within an Approved Building Envelope. Notwithstanding the foregoing, Grantor may not undertake any action or grant any right-of-way if the effect of such action or grant would materially impair the Conservation Values of the Conservation Easement.

#### **6. Dumping and Trash**

The dumping or accumulation of any kind of trash, or refuse, or hazardous waste on the Property, other than common accumulations of farm-related trash and refuse produced on the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations. Grantor will be allowed a reasonable period of time to clean up any unauthorized third party dumping of trash on the Property.

#### **7. Recreational Uses**

Golf courses, equestrian facilities, non-residential swimming pools, airstrips and helicopter pads are strictly prohibited on the Property. Other buildings and facilities for any other public or private recreational use may not be built on the Property without the advance written permission of the Grantee pursuant to Section 14, below. The Grantee shall not give such permission unless the Grantor demonstrates to Grantee that the proposed use or facilities will not materially diminish or impair the Conservation Values of the Conservation Easement.

#### **8. Mining**

The mining or extraction of soil, sand, gravel, rock, or any other mineral substance ("soil materials") for the purpose of improving flood control facilities protecting the Property from flooding or for the purpose of enhancing the Conservation Values of the Property shall be permissible as long as such activity does not materially impair the Conservation Values of the Conservation Easement. The mining or extraction of soil materials for any other purposes, using any method that disturbs the surface of the land, is prohibited, except that exploration for, or development of, oil or gas resources shall be permissible to the extent that such activity does not materially impair or interfere with the Conservation Values. If the Grantor or his or her mineral lessee intends to expand or add production areas that would exceed one cumulative acre, sufficient land must be returned to productive agricultural capacity so that the net affected acreage remains less than one acre. Future mineral, oil and natural gas leases shall be subordinated to this Conservation Easement.

**9. Paving and Road Construction**

All roads and trails shall be located to limit impact and not materially impair or interfere with the Conservation Values of the Conservation Easement. Unpaved farm roads that presently exist may be relocated as unpaved roads as required by agricultural operations, provided that abandoned roads shall be returned to agriculture. Earth may be moved from one location to another on the Property to construct a permitted road as long as it does not materially impair or interfere with the Conservation Values. No portion of the Property presently unpaved shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road for access or other purposes be constructed without the advance written permission of the Grantee. Grantee shall not give such permission, unless Grantor demonstrates to Grantee that the proposed paving or covering of the soil, or the location of any such road, will not materially diminish or impair the Conservation Values of the Conservation Easement.

**10. Subdivision**

Grantor and Grantee agree that the Property consists of one (1) legal parcel. No further division, subdivision, de facto subdivision, or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, shall be allowed, and Grantor shall not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority.

**11. Development Rights**

Grantor hereby grants to Grantee all development rights except as specifically reserved herein, that are now or hereafter allocated to, implied, reserved or inherent in the Property and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred by either party to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

**12. Water Rights**

Grantor shall retain and reserve all ground water, appropriative, prescriptive, and contractual or other water rights appurtenant to the Property at the time this Easement becomes effective. Grantor shall not transfer, encumber, lease, sell or otherwise separate such rights from title to the Property itself. No separation of water rights shall be permitted. All water derived from water rights appurtenant to the Property shall be used exclusively in Yolo County. Water may be transferred and used on a contiguous property or water may be transferred and used on another property owned or leased by or to Grantor on an annual basis, so long as the transfer and use of the water is for agricultural production only and the property upon which it is to be used is located in Yolo County. Water may also be transferred for use on a non-contiguous property only if the property owner is a public agency using the water within Yolo County. In any event, any transfer of water that impairs the Conservation Values of the Conservation Easement is prohibited.

**13. Rights Retained by Grantor**

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Property. Among other things, this shall apply to:

**(a) Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority. If the Grantee is ever required to pay any taxes or assessments on its interest in the Property, the Grantor will reimburse the Grantee for the same.

**(b) Upkeep and Maintenance.** Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Property.

**(c) Liability and Indemnification.** In view of Grantee's negative rights, limited access to the land, and lack of involvement in the day-to-day management activities on the Property, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "**Indemnified Parties**") from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation reasonable attorney's fees, arising from or in any way connected with or incident to injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of the Indemnified Parties.

Grantee shall have no responsibility for the operation of the Property, monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Without limiting the foregoing, Grantee shall not be liable to Grantor or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Grantor or any other person or entity, except as the claim, liability, damage, or expense is the result of Grantee's or Grantee's agents and assigns' negligence or intentional misconduct.

**(d) Hazardous or Toxic Materials.** Nothing in this Easement shall be construed as giving rise to any right or ability of the Grantee to exercise physical or managerial control of the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of any federal, state, or local law or regulation concerning toxic and/or hazardous materials, pesticides, or any other federal state, or local law or regulation making operators of Property responsible for the costs of remediation of contamination.

**(e) Hunting and Fishing.** Grantor expressly reserves the right for themselves and their family and guests to hunt and fish on the Property.

(f) *Public Access.* Grantor expressly reserves the right to allow public access on the Easement Area to facilitate public enjoyment of the Conservation Values.

#### **14. Grantee's Approval; Procedures and Standards for Approval**

(a) *Notice to Grantee prior to taking certain actions.* Grantor shall notify Grantee in writing within thirty (30) days prior to taking any action requiring prior approval under this Conservation Easement. The notice shall describe the purpose, nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms of this Conservation Easement. The notice shall also refer to applicable sections of the Easement governing the proposed activity. The notice shall be given in accordance with the provisions of Section 29 below. If the information submitted with the notice is insufficient, then Grantee shall promptly request that Grantor supply the additional information reasonably necessary to make a judgment respecting the consistency of the proposed action with the terms of this Conservation Easement.

(b) *Grantee's timely response to notice.* Where Grantee's prior permission or approval for a proposed action is required, said permission or approval (a) shall not be unreasonably delayed by Grantee; (b) shall be given in writing by Grantee within thirty (30) days of delivery of the information required by subsection 14(a) above; and (c) shall in all cases be obtained by Grantor prior to taking the proposed action.

(c) *Standard for Grantee's permission.* Grantee shall grant permission or approval to Grantor where Grantee, acting in Grantee's reasonable discretion and in good faith, determines that the proposed action will not violate the terms of this Conservation Easement or materially diminish or impair the agricultural productive capacity and open space character of the Property. If, in the reasonable judgment of Grantee, the proposed use or activity should not be permitted in the form proposed, but could be permitted if modified, then Grantee's response shall propose to Grantor the suggested modification(s) and/or conditions that would permit the use or activity. If Grantor disagrees with the Grantee's decision, the parties may agree to mediate or to arbitrate the disagreement.

#### **15. Monitoring and Enforcement.**

(a) *Monitoring.* Grantee shall manage its responsibilities for this Conservation Easement, including, but not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement, for the purposes of preserving and protecting the Conservation Values and the Conservation Purpose in perpetuity. Failure of Grantee to carry out these responsibilities shall not impair the validity of this Conservation Easement or limit its enforceability.

(b) *Enforcement.* Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement. Upon seventy-two hours advance notice to Grantor by telephone or letter, Grantee may enter the Property for the purpose of inspecting for violations. If

**16. Forbearance No Waiver**

Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement. No delay or omission in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**17. Transfer of Conservation Easement by Grantee**

(a) *Voluntary Transfer by Grantee.* This Conservation Easement may be assigned or transferred by Grantee or any successor in interest upon written approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall give Grantor at least thirty (30) days prior written notice of the transfer. Approval of any assignment or transfer shall be withheld whenever it will result in a merger of the Easement and the Property in a single Property owner (thereby extinguishing the Easement). Grantee or any successor in interest may assign or transfer its rights and obligations under this Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code §815.3, and willing and financially able to assume all of the responsibilities imposed on Grantee under this Easement, including, without limitation, the responsibilities for monitoring and enforcement of Grantor's compliance with Grantor's obligations under this Easement. The failure of Grantee to perform any act required by this paragraph shall not impair the validity of this Easement or its enforcement in any way.

(b) *Transfer to Qualified Organization.* If Grantee ever ceases to exist, or no longer qualifies to hold this Easement under Section 170(h) of the U.S. Internal Revenue Code (or any successor provision then applicable), or under California Civil Code §815 *et seq.* (or any successor provision then applicable), then Grantor shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets the qualification requirements set forth in Subparagraph 17(a), above.

(c) *Merger.* If the interest granted under this Conservation Easement is ever deemed by Grantor or a court of competent jurisdiction to be merged into the fee interest in any portion of the Property, then the fee owner of such portion of the Property shall thereupon be obligated to grant to a qualified holder, in accordance with the qualification requirements in Subparagraph 17(a) above, a replacement grant of conservation easement in form and substance identical to this Conservation Easement. Until such grant occurs, all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the affected portion of the Property. If Sacramento Valley Conservancy ever conveys the fee interest in the Property to Yolo Land Trust, then concurrently with that conveyance Yolo Land Trust shall assign this Conservation Easement to Sacramento Valley Conservancy and thereby avoid a merger of the Conservation Easement and fee ownership interests.

compliance with Grantor's obligations under this Easement. The failure of Grantee to perform any act required by this paragraph shall not impair the validity of this Easement or its enforcement in any way.

(b) *Transfer to Qualified Organization.* If Grantee ever ceases to exist, or no longer qualifies to hold this Easement under Section 170(h) of the U.S. Internal Revenue Code (or any successor provision then applicable), or under California Civil Code §815 *et seq.* (or any successor provision then applicable), then Grantor shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets the qualification requirements set forth in Subparagraph 14(a), above.

(c) *Merger.* If the interest granted under this Conservation Easement is ever deemed by Grantor or a court of competent jurisdiction to be merged into the fee interest in any portion of the Property, then the fee owner of such portion of the Property shall thereupon be obligated to grant to a qualified holder, in accordance with the qualification requirements in Subparagraph 17(a) above, a replacement grant of conservation easement in form and substance identical to this Conservation Easement. Until such grant occurs, all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the affected portion of the Property. If Sacramento Valley Conservancy ever conveys the fee interest in the Property to Yolo Land Trust, then concurrently with that conveyance Yolo Land Trust shall assign this Conservation Easement to Sacramento Valley Conservancy and thereby avoid a merger of the Conservation Easement and fee ownership interests.

## 18. Transfer in Ownership

(a) *Transfer subject to Easement.* Subject to this Conservation Easement, Grantor may transfer the Property or an interest therein, but each transferee shall take subject to, and be bound by, each and every term and provision of this Conservation Easement.

(b) *Transfer Fee to Grantee.* Grantor and Grantee recognize and agree that any sale of the entire property and any division of ownership will result in an additional burden on the monitoring and enforcement responsibilities of Grantee. Therefore, each transfer of all or of any part of the Property except for (i) transfers solely to change the method of holding title by the same party or parties, and (ii) any "Permitted Transfer" (as defined below), shall require Grantor's payment of a transfer fee equal to the greater of three-fourths of one percent (0.75%) of the "fair market value" of the Property, as hereinafter defined, or Two Thousand Five Hundred Dollars (\$2,500), whichever is greater. Fair market value shall be the value of the Property (without improvements) established by agreement of the parties, or, if there is not agreement, by the Yolo County Assessor upon reassessment of the land (but not improvements) following the transfer. A "transfer" shall be deemed to occur when there is a transfer of ownership for purposes of payment of a documentary transfer tax. Grantee may reduce or waive this fee at its sole discretion. For purposes of this Easement, "Permitted Transfer" shall mean any of the following: (i) the first transfer of the fee interest to the Property; or (ii) 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.

#### **19. Amendment of Conservation Easement**

This Easement may be amended only with the written mutual consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes of this Easement and shall comply with all applicable laws including Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section, and with Section 815 of the Civil Code of California. No amendment shall diminish or affect the perpetual duration or purpose of this Easement nor the status or rights of the Grantee under the terms of this Easement. Any amendment shall be duly recorded with the Recorder's Office of Yolo County. Grantor shall pay the reasonable administrative expenses including attorney's fees for any amendment requested by Grantor.

#### **20. Eminent Domain**

Termination of the Easement through condemnation is subject to the requirements of Section 10261 of the Public Resources Code, the eminent domain laws of the State of California, federal law, and this Easement. The Property may not be taken by eminent domain or in lieu of eminent domain if the planned use is more than seven years in the future (California Code of Civil Procedure Section 1240.220). Grantee shall be paid by the condemnor the value of the Conservation Easement at the time of condemnation, according to the appraisal method set forth in Section 21(b) of this Easement (Public Resources Code section 10261(a)(2)). Grantor shall be paid by the condemnor for the easement-restricted value of the land and improvements at the time of condemnation, damages, and other compensation as applicable by law. Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, shall occur pursuant to applicable laws and procedures, including but not limited to California Government Code sections 7267.1 and 7267.2, and shall require approval of Grantee. If the Easement is terminated by an entity exercising the power of eminent domain, the value of the easement shall be determined by an appraisal conforming to the Uniform Standards of Professional Appraisal Practices or the Uniform Appraisal Standards for Federal Land Acquisitions according to applicable state or federal law. Grantee shall have an opportunity to accompany the appraiser for the condemning agency when the appraiser goes on the Property with Grantor. Should this Conservation Easement be condemned on any portion of the Property, the balance of the Property shall remain subject to this Conservation Easement. In this event, all relevant related documents shall be updated and re-recorded by Grantee to reflect the modified Property description which costs shall be paid by the condemnor. If the remaining balance of the Property is deemed by the Grantor and the Grantee to be of non-viable size for agricultural production, the condemnor shall be required to condemn the Conservation Easement over the entire Property. If the Easement or any portion thereof is terminated by an entity exercising the power of eminent domain, by purchase in lieu of condemnation, or for any other reason, the amount of the proceeds due from Grantor will be determined according to applicable state law and distributed as set forth in Section 21(b) below.

#### **21. Termination of Easement.**

(a) *Termination.* This Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. No inaction or silence by Grantee shall be construed as abandonment of the Conservation

**Easement.** The fact that the land is not in agricultural use is not reason for termination of this Conservation Easement. Other than pursuant to eminent domain or purchase in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion or conveyance of any kind of all or part of the Property or of any interest in it, shall limit or terminate the provisions of this Easement. Should this Easement be condemned or otherwise terminated on any portion of the Property, the balance of the Property shall remain subject to this Easement. In this event, all relevant related documents shall be updated and re-recorded by the Grantee to reflect the modified easement area.

**(b) Allocation of Funds on Termination.** The grant of this Easement gives rise to a property right, immediately vested in Grantee. For the purpose of allocating proceeds from a sale or other disposition of the Property at the time of termination, the Easement and Grantee's property right therein shall have a value equal to the difference between the then current fair market value of the Property unencumbered by this Easement and the then current fair market value encumbered by this Easement. The values shall be determined by an appraisal performed by an appraiser jointly selected by Grantor and Grantee. The cost of the appraisal shall be paid by Grantor and the appraisal is subject to approval by the Grantee. Nothing herein shall prevent Grantor or Grantee from having an appraisal prepared at its own expense. No final court order, deed or other instrument terminating the Conservation Easement shall be recorded or will be effective until such payments are delivered to all parties. Grantee shall use the funds from the termination of this Easement in a manner consistent with the Conservation Purpose of this Easement.

**22. No Public Dedication and No Public Access; Grantee's permitted Access.**

Nothing contained in this Conservation Easement shall be deemed to be a gift or dedication of any portion of the Conservation Easement to the general public or for the general public for any public purpose whatsoever. This instrument does not convey and shall not be construed to allow a general right of access to the public. However, Grantee, its agents and representative shall have the right to enter onto the Conservation Easement for purposes of monitoring compliance with the terms of the Easement. Such entry shall be permitted at least once a year at reasonable times, upon 72 hours prior notice to Grantor and shall be made in a manner that will not unreasonably interfere with the permitted uses and practices regarding the Conservation Easement. If the Conservation Easement is not accessible by public roads, Grantor hereby grants Grantee an access easement over the entire Property to gain access to the Easement.

**23. Grantor's Environmental Warranty.**

(a) Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an "owner" or "operator" with respect to the Property as those words are defined and used in environmental laws, including The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended or any corresponding state and local statute or ordinance.

(b) Grantor warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials (defined below) on, at, beneath or from the Property. Moreover Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws (defined below) by Grantor. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

(c) Grantor warrants that to the best of its knowledge it is in compliance with all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

(d) "Environmental Law" or "Environmental Laws" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(e) "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

(f) If at any time after the effective date of this Conservation Easement there occurs a release, discharge or other incident in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

#### **24. Subsequent Easements**

The grant of any easements, other interests in land, or use restrictions that might diminish or impair the Conservation Values of the Property is prohibited. Grantor may grant subsequent conservation

**easements or use restrictions on the Property provided that such easements or use restrictions do not restrict agricultural husbandry practices, or interfere with any of the terms of this Easement as determined by Grantee. "Husbandry practices" means agricultural activities, such as those specified in Section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality. Grantee's written approval shall be obtained at least thirty (30) days in advance of executing any proposed easement or use restriction on the Property, and such subsequent easements and use restrictions shall make reference to this Easement and be subordinate to this Easement. Grantee shall disapprove any proposed subsequent easement or use restriction that appears to restrict agricultural husbandry practices, or diminishes or impairs the agricultural productive capacity or open space character of the Property.**

**25. Captions**

**The captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.**

**26. Interpretation**

**This Conservation Easement shall be interpreted under the laws of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its Conservation Purpose.**

**27. Severability**

**If any provision of this Conservation Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.**

**28. Perpetual Duration**

**The easement created by this Conservation Easement shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.**

**29. Notices**

**Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing, and either served personally or sent by United States certified mail, return receipt requested, addressed as follows or such other address as either party from time-to-time shall designate by written notice to the other.**

To Grantor:

**SACRAMENTO VALLEY CONSERVANCY  
Attn: Executive Director  
P.O. Box 163351  
Sacramento, CA 95816  
Tel: (916) 492-0908  
Fax: (916) 448-4120**

**To Grantee:**

**YOLO LAND TRUST  
President of the Board  
P.O. Box 1196  
Woodland, CA 95776  
Phone/Fax: (530) 662-1110**

**30. Subsequent Liens on Conservation Easement**

No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing shall be subordinated to this Deed of Conservation Easement.

**31. Recordation**

Grantee shall promptly record this instrument in the official records of Yolo County, California and immediately notify the Grantor through the mailing of a conformed copy of the recorded easement.

**32. Entire Agreement**

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

**33. Acceptance**

As attested by the signature of its President affixed hereto, in exchange for consideration, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**34. 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. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Conservation Easement in the Official Records of Yolo County, California.

To Have and To Hold, this Deed of Conservation Easement unto the Grantee, its successors and assigns, forever.

In Witness Whereof, the Grantor and Grantee, intending to be legally bound, have set their hands on the date first written above.

**GRANTOR:**

SACRAMENTO VALLEY CONSERVANCY  
a California nonprofit public benefit corporation

By: \_\_\_\_\_

Aimee Rutledge

Its: \_\_\_\_\_

Executive Director

**GRANTEE:**

YOLO LAND TRUST  
a California nonprofit public benefit corporation

By: \_\_\_\_\_

Kenneth C. Stone

Its: \_\_\_\_\_

President, Board of Directors

**EXHIBITS:**

Exhibit A (Legal Description) Attached

Exhibit B (Present Condition Report) Incorporated by Reference

Exhibit C (Permitted Encumbrances) Attached

**34. 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. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Conservation Easement in the Official Records of Yolo County, California.

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In Witness Whereof, the Grantor and Grantee, intending to be legally bound, have set their hands on the date first written above.

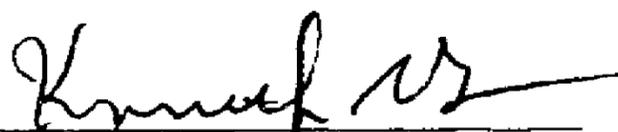
**GRANTOR:**

**SACRAMENTO VALLEY CONSERVANCY**  
a California nonprofit public benefit corporation

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

**GRANTEE:**

**YOLO LAND TRUST**  
a California nonprofit public benefit corporation

By:   
Kenneth C. Stone  
Its: President, Board of Directors

**EXHIBITS:**

Exhibit A (Legal Description) Attached

Exhibit B (Present Condition Report) Incorporated by Reference

Exhibit C (Permitted Encumbrances) Attached

State of California )

County of Sacramento )

On July 1, 2008 before me, KATHRYN A. McBride, a notary public, personally appeared Aimee Rutledge, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Kathryn A. McBride

(Seal)

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

State of California )  
 )  
 County of Yolo )

On July 8, 2008 before me, Gary M. Houser, a notary public, personally appeared Kenneth C. Stone, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *Gary M. Houser* (Seal)

State of California )  
 )  
 County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**Exhibit A to  
Conservation Easement**

**PROPERTY LEGAL DESCRIPTION**

That certain real property situated in the City of Woodland, County of Yolo, State of California, described as follows:

**PARCEL ONE:**

**BEGINNING AT A POINT UPON THE RIGHT OR WESTERLY BANK OF THE SACRAMENTO RIVER WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE COMMON TO SWAMP LAND SURVEY 446 AND SWAMP LAND SURVEY 447, YOLO COUNTY RECORDS, AND WHICH POINT OF BEGINNING IS FURTHER DESCRIBED AS BEING THE SOUTHEAST CORNER OF SWAMP LAND SURVEY 447 AND LOCATED SOUTH 89° 47' EAST ONE-HUNDRED NINETY-ONE FEET, MORE OR LESS, FROM AN IRON PIPE SET IN THE FENCE LINE WHICH MARKS THE WESTERLY BOUNDARY OF THE COUNTY ROAD WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE COMMON TO SWAMP LAND SURVEY 447 AND SWAMP LAND SURVEY 446 AND RUNNING FROM SAID POINT OF BEGINNING UPSTREAM FOLLOWING THE MEANDERINGS OF THE SACRAMENTO RIVER, NORTHERLY TWO THOUSAND FIFTY (2050) FEET, MORE OR LESS, TO A POINT NEAR THE DIVISION LINE BETWEEN SWAMP LAND SURVEY 447 AND SWAMP LAND SURVEY 448; THENCE LEAVING THE SACRAMENTO RIVER AND RUNNING NORTH 84° 17' WEST ONE HUNDRED NINETY-ONE (191) FEET, MORE OR LESS TO AN IRON PIPE SET IN THE LINE OF FENCE WHICH DESIGNATES A WESTERLY BOUNDARY OF THE COUNTY ROAD, EXTENDING ALONG THE BASE OF THE RIVER LEVEE OF RECLAMATION DISTRICT #1600, THENCE NORTH 84° 1 7' WEST TWENTY-FIVE HUNDRED TWENTY-EIGHT AND FIVE TENTHS (2528.5) FEET TO AN IRON PIPE SET ON THE EASTERLY BOUNDARY OF THE RIGHT OF WAY OF THE BACK LEVEE OF RECLAMATION DISTRICT #1600, THENCE ALONG SAID EASTERLY BOUNDARY OF SAID RIGHT OF WAY, SOUTHERLY ON A CURVE TO THE LEFT WHOSE RADIUS IS TWENTY-SEVEN HUNDRED THIRTY-NINE AND NINETY-THREE HUNDREDTHS (2739.93) FEET, A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE TENTHS (135.9) FEET, SOUTH 5° 08' EAST EIGHT HUNDRED FIFTY-NINE AND THIRTY-ONE HUNDREDTHS (859.31) FEET TO AN IRON PIPE; THENCE NORTH 89° 47' WEST FOUR HUNDRED AND ONE AND SEVENTY-FIVE HUNDREDTHS (401.75) FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID RIGHT OF WAY; THENCE SOUTH 5° 08' EAST ALONG SAID WESTERLY BOUNDARY OF SAID RIGHT OF WAY TO A POINT ON THE DIVISION LINE COMMON TO THE PROPERTY FORMERLY OF HAUSER AND HAUSER ON THE NORTH AND THOS. O'CONNOR ON THE SOUTH, SAID POINT BEING DISTANT SOUTH 89° 47' EAST SEVENTY SEVEN HUNDRED FIFTY FIVE AND THIRTEEN HUNDREDTHS (7755.13) FEET FROM AN IRON PIN SET TO DESIGNATE THE QUARTER CORNER COMMON TO SECTIONS 29 AND 30, TOWNSHIP 10 NORTH, RANGE 3 EAST, M.D.B. & M., AND FROM WHICH POINT AN IRON PIPE BEARS NORTH 89° 47' WEST NINETEEN AND SEVENTY-FIVE HUNDREDTHS (19.75) FEET; THENCE CONTINUING ALONG SAID DIVISION LINE SOUTH 89° 47' EAST TWO HUNDRED SEVENTY SIX AND TWO TENTHS (276.2) FEET TO A POINT ON THE CENTER LINE OF THE BACK LEVEE OF RECLAMATION DISTRICT 1600, FROM WHICH THE OLD 2 X 2 WOODEN HUB SET AT THE INTERSECTION OF THE CENTER LINE OF THE BACK LEVEE OF RECLAMATION DISTRICT #1600 WITH THE CENTER LINE OF THE SACRAMENTO NORTHERN RAILROAD BEARS SOUTH 5° 08' EAST TWO THOUSAND FIVE HUNDRED FIFTY AND SEVENTY-TWO HUNDREDTHS (2550.72) FEET; THENCE CONTINUING SOUTH 89° 47' EAST ONE HUNDRED TWENTY-FIVE AND FIFTYFIVE HUNDREDTHS (125.55) FEET TO AN IRON PIPE SET TO DESIGNATE THE INTERSECTION OF THE EASTERLY BOUNDARY OF THE EASEMENT FOR THE BACK LEVEE OF RECLAMATION DISTRICT #1600 WITH THE DIVISION LINE COMMON TO THE PROPERTY FORMERLY OF HAUSER AND HAUSER ON THE NORTH AND THOS. O'CONNER ON THE SOUTH; THENCE**

**CONTINUING ALONG SAID DIVISION LINE SOUTH 89° 47' EAST TWO THOUSAND SIX HUNDRED TWENTY-FOUR AND TWENTY SEVEN HUNDREDTHS (2624.27) FEET TO AN IRON PIPE SET TO DESIGNATE THE POINT OF INTERSECTION OF THE WESTERLY BOUNDARY OF THE COUNTY ROAD WITH SAID DIVISION LINE; THENCE CONTINUING SOUTH 89° 47' EAST ONE HUNDRED NINETY-ONE (191 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING A PART OF SWAMP LAND SURVEY 447 AND 448 OF YOLO COUNTY.**

**APN: 057-170-10-1**

**Exhibit B to  
Conservation Easement**

**PRESENT CONDITIONS REPORT**

**[GRANTOR AND GRANTEE EACH HAVE A COPY OF THE PRESENT CONDITIONS  
REPORT, WHICH IS INCORPORATED HEREING BY REFERENCE.]**

**Exhibit C to  
Conservation Easement**

**PERMITTED ENCUMBRANCES**

The permitted encumbrances consist of liens for non-delinquent real property taxes and assessments, and the following listed exceptions taken from that certain Proforma ALTA Owner's Policy (6-17-06) of Title Insurance, Policy No. NCS 295391- SACA, issued by First American Title Insurance Company.

- 11. Any claim that any portion of the land is or was formerly tidelands and submerged lands within the bed of any tidal slough, river, or creek.
- 12. RIGHTS OF THE PUBLIC, COUNTY AND/OR CITY, IN AND TO ANY PORTION OF SAID LAND LYING WITHIN THE LINES OF ANY PUBLIC ROAD.
- 13. EASEMENTS FOR ROADS, DITCHES, CANALS, POWER AND TELEPHONE LINES, PIPELINES, LEVEES, AND OTHER INCIDENTS THERETO, IN FAVOR OF THE STATE OF CALIFORNIA, COUNTY OF YOLO, ANY RECLAMATION DISTRICT, KNIGHTS LANDING DRAINAGE DISTRICT, AND THE PUBLIC, EXISTING AND ENCOMPASSED WITHIN SAID LAND.
- 14. EASEMENT FOR DRAINAGE WITHIN ANY CREEK OR STREAMS TRAVERSING THE HEREIN DESCRIBED PROPERTY, TOGETHER WITH ANY RIGHTS OF THE PUBLIC IN AND TO THE WATERS AND THE USE OF SUCH CREEKS AND STREAMS.
- 15. THE EFFECT OF ANY CHANGE HERETOFORE OR HEREAFTER OCCURRING IN THE LOCATION OF THE BOUNDARY LINE OF THE LANDS DESCRIBED HEREIN DUE TO A CHANGE IN THE COURSE OF A CREEK OR RIVER AND/OR LOCATION OF THE BANKS OF SAID CREEK OR RIVER AND ANY DEFECTS IN OR FAILURE TO TITLE RESULTING THEREFROM.
- 16. INTEREST OF RECLAMATION DISTRICT NO. 1600 CONVEYED BY DEED EXECUTED BY JULIUS HAUSER ET AL., RECORDED MAY 25, 1915, BOOK 87 OF DEEDS, PAGES 403 & 404 & 405 & 406, WHICH DEED RECITES, AMONG OTHER THINGS, "FOR RECLAMATION PURPOSES.

REFERENCE IS HEREBY MADE TO THE RECORD FOR FULL PARTICULARS THEREOF.

- 20. An easement for RIGHT AND EASEMENT FOR PASSAGE OF ALL FLOOD WATERS OF THE YOLO BY-PASS and incidental purposes, recorded MARCH 20, 1943 in BOOK 177, PAGE 430 of Official Records.  
In Favor of: SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT  
Affects: the parcel described herein

REFERENCE IS HEREBY MADE TO THE RECORD FOR FULL PARTICULARS THEREOF.

- 22. An easement for FLOOD CONTROL and incidental purposes, recorded SEPTEMBER 12, 1968 in BOOK 891, PAGE 371 of Official Records.  
In Favor of: SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT  
Affects: the parcel described herein

REFERENCE IS HEREBY MADE TO THE RECORD FOR FULL PARTICULARS THEREOF.

23. **RESERVATIONS, CONDITIONS AND RESTRICTIONS, WAIVER OF CLAIMS FOR ANY AND ALL DAMAGES, AS CONTAINED IN THE EASEMENT DEED RECORDED SEPTEMBER 12, 1968, BOOK 891, PAGE 371, YOLO COUNTY RECORDS.**

**Affects Parcel 1.**

27. **An easement for PIPELINE and incidental purposes, recorded MAY 19, 1975 in BOOK 1145, PAGE 559 of Official Records.**

**In Favor of: SHELL OIL**

**Affects: the parcel described herein**

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

**DEPARTMENT OF WATER RESOURCES**

Division of Engineering  
Real Estate Branch  
1416 9<sup>th</sup> Street, Room 425  
Sacramento, CA 95814

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 057-170-010

**EASEMENT**  
(TO THE STATE)

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-125 UNIT A  
X-9A-31

**FarmTogether Stanley, LLC, a Delaware limited liability company** GRANT to the STATE OF CALIFORNIA, its successors or assigns, hereinafter called STATE, an EASEMENT and right of way, upon, over, and across that real property in the County of Yolo, State of California, identified in the records of the Department of Water Resources as:

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
YBSH-125 UNIT A	8.76 Acres	Flowage Easement

(In the event of any discrepancy between the above identification and the real property described herein, the real property described will control.)

This Easement Deed is granted effective of the State of California's acceptance of this deed, by **FarmTogether Stanley, LLC, a Delaware limited liability company**, ("Grantor") to the Department of Water Resources of the State of California, a public agency, ("Grantee"),

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the State of California, Grantor grants and conveys to Grantee the perpetual right-of way and easement in the real property ("Property") situated in the County of Yolo, State of California, more specifically described in Exhibit A, attached and incorporated by this reference, for the purposes of seasonal floodplain fisheries rearing habitat and fish passage in the Yolo Bypass.

Grantee has the right for the flowage of water over and upon the Property as may be required for the present and future permitted construction and operation of fish passage and floodplain restoration projects, including the right of access by authorized representatives of the Grantee. The flowage right includes the right to flow water and materials and by said flow erode; or place or deposit earth, debris, sediment, or other material.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Property.

EXHIBIT A

All that certain real property being a portion of projected Section 28 in Township 10 North, Range 3 East, Mount Diablo Base and Meridian, Yolo County, State of California, also being a portion of the lands conveyed in the GRANT DEED recorded September 21, 2021, Document 2021-0035854, Official Records of said County described as follows:

All that land lying westerly of a line being the easterly edge of the east levee road of the Yolo Bypass as it exists presently and described as follows;

YBSH-125 UNIT A

BEGINNING at a point on said easterly edge of east levee road and the south line of the lands described in said Grant Deed from which a found 1-inch iron pin marking the southwest corner of Section 29 as shown on the RECORD OF SURVEY FOR PUR HIRAN FARMS, filed November 19, 2012, in Book 2012 of Maps, at Page 63 of said County records bears South 71° 43' 39" West 8,452.92 feet, said point also bears South 89° 57' 15" West 2,749.58 feet from a found 2-inch iron pipe as shown on said Record of Survey;

THENCE FROM SAID POINT OF BEGINNING, along said easterly edge levee road the following two (2) courses:

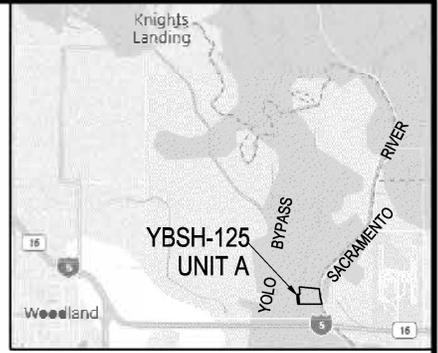
- 1) North 05° 00' 02" West 690.53 feet; and
- 2) North 04° 51' 52" West 635.32 feet to the north line of lands described in said Grant Deed;

Containing 8.76 acres, more or less.

Bearings and distances used in the above description are based on the California Coordinate System, CCS83 Epoch 2010.00(2011.00), Zone 2, US Survey feet. The above distances are grid, to convert to ground multiply by 1.00006197.

As shown on Exhibit B, attached hereto and by this reference made a part hereof.

End of Description



- REFERENCES:  
 (R1) 2012 BM 52  
 (R2) 2012 BM 63  
 (R3) 11 MS 95  
 (R4) 1095 OR 654  
 (R5) 12 MS 62  
 (R6) 12 MS 32  
 (R7) 2008-0026694

AJK FARMS  
 057-160-010  
 2012-0007209

SLS 448

YOLO BYPASS  
 FLOW

21 22  
 28 27

VICINITY MAP

KNAGGS RANCH  
 057-170-001

11 MS 95

SLS 447

KNAGGS RANCH  
 057-170-009

FOUND 3/4" REBAR W/  
 ALUMINUM CAP LS 8097(R1)  
 N 2,013,775.06  
 E 6,662,942.17

FOUND 3/4" REBAR W/  
 ALUMINUM CAP LS 7908(R2)  
 N 2,013,412.91  
 E 6,663,057.77

FOUND 3/4" REBAR W/  
 ALUMINUM CAP LS 7908(R3)  
 N 2,013,167.89  
 E 6,665,624.00

SNF 1/2" REBAR  
 1095 OR 654(R4)

SSJDD  
 DEED NO. 254  
 ESMT 38 O.R. 353

FARMTOGETHER  
 STANLEY, LLC  
 057-170-010  
 2021-0035854

2012 BM 52  
 2012 BM 63

YBSH-125  
 UNIT A  
 FLOWAGE  
 EASEMENT  
 8.76 ACRES

SLS 447

FLOW

SACRAMENTO

CITY OF  
 WOODLAND  
 057-170-003

SSJDD  
 DEED NO. 254  
 ESMT 38 O.R. 353

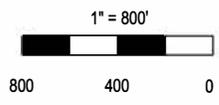
ARAPAHO  
 INVESTMENT CO.  
 057-170-004  
 2020-0046658

SLS 446

FOUND 1-1/4" IP(R5)  
 CLR TRACK BY THIS SURVEY

FOUND 1" IRON PIN  
 IN MONUMENT WELL(R1)(R2)(R7)  
 N 2,008,430.26  
 E 6,665,122.57

CO. RD. NO. 22



- NOTES:  
 1) THIS IS A PRELIMINARY MAP FOR DWR APPRAISAL PURPOSES AND IS SUBJECT TO CHANGE.  
 2) THIS MAP REPRESENTS RECORD INFORMATION AND A LAND SURVEY PERFORMED BY DWR WINTER 2020, REFER TO "GEO20-0030"  
 3) COORDINATES, BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983(CCS83), EPOCH 2010.00(2011.00), ZONE 2, U.S. SURVEY FT. DISTANCES SHOWN HEREON ARE GRID, TO CONVERT TO GROUND MULTIPLY BY 1.00006197.

- 4) APN INFORMATION HEREIN WAS OBTAINED FROM LANDVISION DIGITAL MAP PRODUCTS.  
 5) PURSUANT TO CCR RULE 411(g)(3), DESCRIPTIONS OF THE WORK DONE UNDER EACH LICENSEE'S RESPONSIBLE CHARGE ARE AS FOLLOWS:  
 TIMOTHY CASE - FIELD SURVEY WORK INCLUDING SETTING CONTROL BOUNDARY RECOVERY, TOPOGRAPHY, PROCESSING AND ADJUSTMENT  
 CHARLES NEUMAN - SUBSEQUENT OFFICE DRAFTING, RECORDS RESEARCH, PREPARATION OF LEGAL DESCRIPTIONS FOR CORRESPONDING LAND TRANSFER DOCUMENTS AND FINALIZATION OF THIS MAP.

PORTIONS OF SLS 447  
 AND ALSO BEING A  
 PORTION OF PROJECTED  
 SECTION 28 - T. 10 N., R. 3 E.,  
 M.D.B.M., YOLO COUNTY  
 CALIFORNIA

20OCT2021

**EXHIBIT B**

YOLO BYPASS SALMONID HABITAT  
 RESTORATION AND FISH PASSAGE PROGRAM  
 YOLO COUNTY  
 YBSH-125 UNIT A FLOWAGE EASEMENT - FARMTOGETHER  
 STANLEY, LLC

STATE OF CALIFORNIA  
 THE NATURAL RESOURCES AGENCY  
**DEPARTMENT OF WATER RESOURCES**  
 DIVISION OF ENGINEERING - GEODETIC BRANCH

Executed on \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR(S)

STATE OF CALIFORNIA }

SS

County of \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_\_\_ , before me, \_\_\_\_\_

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

**(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)**

This Is To Certify, That the State of California, grantee herein, acting by and through the Department of Water Resources, hereby accepts for public purposes the real property, or interest therein, described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Director of Water Resources

By \_\_\_\_\_

\_\_\_\_\_  
Attorney in Fact

**Certificate Of Completion**

Envelope Id: 7459862B7FD447BE9F14774A0C00A8F4	Status: Completed
Subject: Please DocuSign: Stanley_CE_Letter (Clark).docx, 2008-0021606.pdf, YBSH-125 UNIT A FARMTOGETHER...	
Source Envelope:	
Document Pages: 34	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jesus Cedeno
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1416 9th Street
	Sacramento, CA 95814
	Jesus.Cedeno@water.ca.gov
	IP Address: 136.200.53.18

**Record Tracking**

Status: Original	Holder: Jesus Cedeno	Location: DocuSign
12/24/2021 11:32:08 AM	Jesus.Cedeno@water.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Water Resources	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Jesus Cedeno		Sent: 12/24/2021 11:35:19 AM
jesus.cedeno@water.ca.gov		Viewed: 12/24/2021 11:37:08 AM
Right of Way Agent		Signed: 12/24/2021 11:37:18 AM
Department of Water Resources	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 136.200.53.18	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/24/2021 11:35:19 AM
Certified Delivered	Security Checked	12/24/2021 11:37:08 AM
Signing Complete	Security Checked	12/24/2021 11:37:18 AM
Completed	Security Checked	12/24/2021 11:37:18 AM

Payment Events	Status	Timestamps
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