

DEPARTMENT OF WATER RESOURCES

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



Mr. Michael Borkoski, Realty Office
US Fish and Wildlife Service
Sacramento Fish and Wildlife Office
2800 Cottage Way, Room W-2605
Sacramento, CA 95825

Mr. Craig Isola
Sacramento NWR
United States Fish and Wildlife Service
752 County Road 99W
Willows, CA 95988

Dear Messrs. Borkoski and Mr. Isola:

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 United States Fish and Wildlife Service (USFWS) holds a conservation easement identified as Document No. 99-0011525-00 in the Official Records of Yolo County (attached), upon property identified as Yolo County Assessor's Parcel Nos. 042-270-017, also known as DWR Parcel No. YBSH-139, approximately 142.09± acres in size. YBSH-139 is owned by Ray C. Thompson, et al. and is within the Big Notch Project area, and DWR is proposing to acquire a flowage easement over this property in conjunction with the Big Notch Project. A copy of the Easement Deed for Parcel No. YBSH-139 (including legal description and plat map) and an inundation modeling impact Exhibit for YBSH-139 are attached to this letter for your reference.

This Big Notch 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.

Messrs. Borkoski and Mr. Isola

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As part of DWR's outreach activities, DWR and USFWS previously met to introduce the Project to USFWS on February 19, 2021. 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: Nathan Myhre, 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 above;
- (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 (916) 902-7547, by email at Nathan.Myhre@water.ca.gov, or at the above address.

Sincerely,

Nathan Myhre

Nathan Myhre
Associate Right of Way Agent

Attachments

Yolo Bypass Big Notch Project

APN: 042-270-017

Owner: RAY C. THOMPSON AND DELLA THOMPSON

Parcel area: 141.4 acres

Area within YB: 135.1 acres

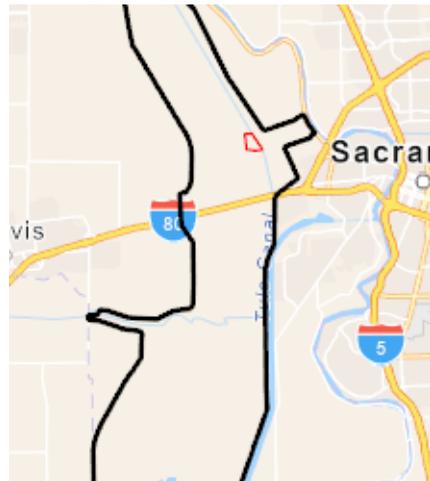
Annual wetted-days

Current: 68.2

Project: 85.5

Change: 17.3

Average depth change: 0.4



| Water Year | Last Day Wet ¹ | | Wetdays ¹ | | Average Depth (ft) | | |
|------------|---------------------------|---------|----------------------|---------|---------------------------|---------|---------|
| | Current | Project | Current | Project | Daily Change ² | Current | Project |
| 1997 | 03-05 | 03-10 | 81 | 91 | 0.3 | 5.1 | 4.7 |
| 1998 | 06-30 | 06-30 | 169 | 179 | 0.1 | 3.4 | 3.3 |
| 1999 | 04-22 | 04-27 | 82 | 127 | 0.6 | 2.1 | 1.9 |
| 2000 | 04-24 | 04-29 | 56 | 80 | 0.4 | 3.9 | 3.1 |
| 2001 | 03-15 | 03-18 | 18 | 26 | 0.4 | 0.8 | 1.0 |
| 2002 | 01-20 | 02-25 | 36 | 42 | 0.3 | 1.3 | 1.4 |
| 2003 | 05-14 | 05-23 | 92 | 118 | 0.4 | 1.1 | 1.3 |
| 2004 | 03-27 | 04-18 | 74 | 102 | 0.4 | 2.5 | 2.2 |
| 2005 | 06-06 | 06-06 | 123 | 125 | 0.2 | 0.9 | 1.0 |
| 2006 | 05-30 | 06-02 | 153 | 162 | 0.2 | 3.8 | 3.7 |
| 2007 | 02-17 | 03-06 | 3 | 16 | 0.6 | 0.2 | 0.6 |
| 2008 | 03-05 | 03-07 | 39 | 44 | 0.3 | 0.9 | 1.0 |
| 2009 | 03-11 | 03-15 | 19 | 25 | 0.6 | 0.6 | 1.1 |
| 2010 | 04-25 | 04-27 | 50 | 58 | 0.4 | 0.9 | 1.1 |
| 2011 | 06-13 | 06-14 | 96 | 150 | 0.4 | 2.3 | 1.9 |
| 2012 | | 04-20 | 0 | 23 | 0.4 | 0.1 | 0.4 |

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

² 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 | | 0.8 | 0.0 | 0.3 | 100.0 | 99.2 | 0.0 | 0.2 | 0.0 | 0.2 | 0.0 | 0.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| December | 1.6 | 1.6 | 6.1 | 8.8 | 84.2 | 75.0 | 3.8 | 4.1 | 3.0 | 4.1 | 3.3 | 4.6 | 2.3 | 4.9 | 1.3 | 5.3 | 2.0 | 2.0 |
| January | 3.3 | 3.1 | 14.0 | 16.2 | 58.8 | 51.9 | 4.4 | 4.4 | 4.7 | 5.2 | 5.6 | 6.0 | 9.5 | 7.4 | 3.4 | 11.0 | 13.6 | 14.0 |
| February | 3.2 | 2.8 | 14.2 | 17.8 | 56.5 | 43.7 | 6.9 | 6.9 | 6.3 | 7.5 | 7.1 | 9.8 | 4.3 | 10.3 | 2.2 | 4.9 | 16.6 | 16.9 |
| March | 2.7 | 2.5 | 15.2 | 18.4 | 57.2 | 47.8 | 6.1 | 6.7 | 5.5 | 7.0 | 6.1 | 9.1 | 4.9 | 7.1 | 4.0 | 5.7 | 16.2 | 16.7 |
| April | 2.5 | 2.3 | 9.8 | 12.4 | 72.4 | 65.3 | 4.8 | 6.3 | 4.3 | 6.2 | 5.2 | 7.2 | 3.0 | 4.7 | 1.6 | 1.8 | 8.6 | 8.6 |
| May | 1.0 | 1.1 | 6.2 | 8.5 | 84.6 | 77.7 | 3.6 | 4.4 | 4.0 | 4.9 | 4.7 | 7.5 | 1.6 | 3.8 | 0.7 | 0.9 | 0.8 | 0.8 |
| June | 1.0 | 1.0 | 2.8 | 3.2 | 92.8 | 92.0 | 2.0 | 2.4 | 2.0 | 2.1 | 1.8 | 1.9 | 0.6 | 0.6 | 0.6 | 0.6 | 0.3 | 0.3 |

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.

YOLO Recorder's Office
Tony Bernhard, County Recorder

RECORDING REQUESTED BY AND WHEN RECORDED
MAIL TO: U.S. Fish and Wildlife Service
Sacramento Realty Field Office (attn:kb)
2233 Watt Avenue, Suite 375
Sacramento, California 95825

DOC - 99-0011525-00
Acct 104-Placer Title
Friday, APR 16, 1999 09:25:00
Ttl Pd \$52.00 Nbr-0000152471
VRB/R6/1-16

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

GRANT OF EASEMENT

GRANT OF EASEMENT, made between Upper Swanston Ranch, Inc., a California Corporation, Swanston Properties, a General Partnership, and G. Erling Linggi, Trustee of the Marilyn J. Linggi Testamentary Trust, their successors and assigns, hereinafter referred to as Grantor, and the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as Grantee,

WHEREAS the Migratory Bird Conservation Act of February 18, 1929, (16 U.S.C. 715 et seq), as amended, and since August 1, 1950, authorizes the Secretary of the Interior to acquire certain lands or interests therein for waterfowl habitat;

AND ALSO WHEREAS, the easement interest rights in the following described lands are being acquired for administration by the Secretary of the Interior (Secretary) through the United States Fish and Wildlife Service, and the use, occupation and operation of the reservations retained herein shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary governing the use, occupation, protection and administration of units of the National Wildlife Refuge System under and in compliance with provisions of Section 6 of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Refuge Revenue Sharing Act of June 18, 1935, (49 Stat. 381).

NOW THEREFORE, For and in consideration of FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00), the Grantor hereby grants to the UNITED STATES OF AMERICA, Grantee, a perpetual conservation easement for the maintenance and use of the land and waters described below (hereinafter referred to as "Easement Lands" and "Easement Waters") for the management of migratory birds on the terms and conditions stated herein. There is included in this Grant of Easement a right of access by designated representatives of the U.S. Fish and Wildlife Service over any and all Easement Lands and those lands described as excluded from the Easement Lands described below, as reasonably necessary for the limited purposes of entering the Easement Lands to verify compliance by the Grantor with the terms and conditions of this easement and exercising Grantee's rights under this Grant of Easement. Said lands contain 2,494.67

acres, more or less, all being located in Yolo County, State of California, and more particularly described as follows:

Tract (29C)

Township Nine (9) North, Range Three (3) East, M.D.M.&M.

- Section 14 All that portion of the South one-half of the Southeast one-quarter lying southwestcrly of a line drawn parallel to and 150 feet measured at a right angle northeasterly from the centerline of the Old Tule Canal of Reclamation District number 785;
- Section 23 All that portion of the East one-half lying southwestcrly of a line drawn parallel to and 150 feet measured at a right angle northeasterly from the centerline of the Old Tule Canal of Reclamation District number 785;
- Section 24 All that portion of the West one-half lying southwestcrly of a line drawn parallel to and 150 feet measured at a right angle northeasterly from the centerline of the Old Tule Canal of Reclamation District number 785;
- Section 25 All that portion of the West one-half, Swamp Land Survey No. 802 and Swamp Land Survey No. 1010; lying southwestcrly of a line drawn parallel to and 150 feet measured at a right angle northeasterly from the centerline of the Old Tule Canal of Reclamation District number 785, northerly of the northern right of way line of the Sacramento Bypass; and lying southwestcrly of the centerline of the Tule Canal, southerly of the northern right of way line of the Sacramento Bypass;
- Section 26 All of the East one-half, and the South 200 acres of the West one-half;
- Section 34 All of the Southeast one-quarter;
- Section 35 All that portion of Section 35 lying northerly of the northern right of way line of the Southern Pacific Railroad Right of Way;
- Section 36 All that portion of the West one-half of the West one-half, the East one-half of the Southwest one-quarter and West one-half of the Southeast one-quarter lying northerly of the northern right of way line of the Southern Pacific Railroad Right of Way.

Contains 2353.95 acres more or less.

Tract (29C-1):

Township 8 North, Range 3 East, Mount Diablo Meridian:

- Section 3 That portion of Lots 4, 5, 12, and 13, as shown on the plat of "Eucalyptus Grove," filed in Book 3 of Maps and Surveys at page 83 in the Office of the County Records of the County of Yolo, lying northerly of a strip of land 200 feet in width adjoining the original Railroad Right of Way, as described in deeds to Southern Pacific Company, recorded June 19, 1911, in Book 76 of Deeds at Page 494, and lying east of the west 284.2 feet of Lots 4, 5, 12 and 13.

Containing 19.70 acres more or less.

Tract (29C-2):

Township 8 North, Range 3 East, Mount Diablo Meridian:

Section 3 All of Lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, and 16, as shown on the plat of "Eucalyptus Grove," filed in Book 3 of Maps and Surveys at page 83 in the Office of the County Records of the County of Yolo, lying northerly of a strip of land 200 feet in width adjoining the original Railroad Right of Way, as described in deeds to Southern Pacific Company, recorded June 19, 1911, in Book 76 of Deeds at Page 494.

Containing 121.02 acres more or less.

The above described three tracts of land, containing in the aggregate of 2494.67 acres, is delineated on a map tracing designated Upper Swanston Ranch, Inc., et al, Tracts (29C,C-1,C-2) consisting of one page, bearing the date of February 2, 1999, of record in the files of the Department of the Interior. A print from that map is attached hereto.

1. There are excepted and reserved from this Grant of Easement all minerals, including gas, oil, and other hydrocarbon substances, underlying the Easement Lands, and this Grant of Easement is subject to all existing easements and rights-of-way of record held by third parties, and to all outstanding mineral rights, including all oil and gas leases of record, held by third parties, including but not limited to:

(a) lease for oil and gas to The Superior Oil Company for terms of lease recorded April 27, 1966 in Book 826 Official Records, page 172; (b) oil and gas lease to Ivan J. Vojvoda recorded November 2, 1967 in Book 866 Official Records, page 630; (c) oil and gas lease to Capitol Oil Corporation recorded February 5, 1985, Book 1750 Official Records, page 610; (d) oil, gas and mineral lease option agreement between Upper Swanston Ranch, Swanston Ranch, and G. Erling Linggi, Trustee and Santa Barbara Resources recorded March 7, 1996, Instrument No. 008922; (e) oil, gas and mineral lease recorded November 8, 1996 as Instrument No. 27409 and (f) oil, gas and mineral lease to Slawson Exploration Company recorded January 5, 1998 as Instrument No. 00142.

2. The Easement Waters consist of (i) any riparian water rights appurtenant to the Easement Lands, (ii) any appropriative water rights to the extent those rights are appurtenant to the Easement Lands, (iii) any waters, the rights to which are secured under contract between the Grantor and any irrigation or water district, to the extent such waters are customarily applied to the Easement Lands, and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Lands or on those lands described as excepted from the Easement Lands in the legal description and that are capable of being used by the Grantor to maintain the Easement Lands in a flooded condition. The Easement Waters are limited to the amount of Grantor's water reasonably required to maintain the Easement Lands in a flooded condition to the elevation not to exceed the historical fall and winter seasonal level. Any survey undertaken in connection with the determination of flood elevation levels and measurement locations shall be at the option and expense of the United States.

3. (a) Grantors shall not, except as provided in paragraphs 3(b) and 4 below, (i) alter the existing topography of or cultivate agricultural crops on the Easement Lands, (ii) otherwise alter or use or permit the use by third parties of the Easement Lands for any purpose, including the exploration or development of any reserved minerals, or (iii) place any structures on the Easement Lands other than hunting blinds without the prior written authorization of Grantee given through the Fish and Wildlife Service. Such authorization will only be given if the Secretary or his designated representative determines that the proposed activity will not change the character of the Easement Lands or adversely affect the use of the Easement Lands as waterfowl habitat suitable for migratory birds.

(b) Grantors and Grantee agree that the exploration, development, and production of reserved oil and gas deposits by Grantors or authorized third parties shall be considered compatible with maintenance and use of the Easement Lands and Waters for the management of migratory birds and shall be authorized by the Fish and Wildlife Service provided that Grantor shall notify Grantee in writing, of any proposed exploration activity planned by the owners of the mineral rights. Grantee and Grantor both desire that any exploration, development and production operations do not interfere with Grantor's hunting club operations and Grantee's Easement Lands rights, and therefore to the extent possible, Grantor and Grantee agree that (i) all exploration and development operations and, in particular, all drilling and workover activities, are conducted after June 1st and prior to September 1st of each year and (ii) Grantee, through the Fish and Wildlife Service shall have the right to approve, as is possible, the locations and methods of all proposed exploration, development and production operations to insure such operations are carried out in a manner that is compatible with protection of Grantee's easement interest. Approval by the Fish and Wildlife Service shall not be unreasonably withheld.

4. The provisions of Paragraph 3 hereof shall not prohibit hunting or operation of a hunting club on the Easement Lands and such use shall be deemed to be consistent with maintenance of the Easement Lands as waterfowl habitat so long as such use is in accordance with all applicable state and federal laws and regulations regulating hunting on privately owned lands. In this connection, Grantors may take such actions as they may deem appropriate to improve the Easement Lands as waterfowl habitat and to facilitate the operation of any hunting club on the Easement Lands, including building or relocating blinds, excavating channels to blinds, irrigating vegetation, fertilizing, planting native trees and wetland vegetation, provided that such trees and vegetation are included on the Fish and Wildlife Service List of Approved Wetland Vegetation described in Exhibit 1 attached to and incorporated herein by reference, removing trees and vegetation to the extent they encroach on the open marsh and interfere with the use of the Easement Lands as waterfowl habitat, and removing brush to the extent it encroaches on dikes and impedes access thereto for hunting and maintenance purposes.

Grantors shall also be permitted to conduct or participate in all reasonable groundwater monitoring activities, including without limitation, drilling and monitoring test wells and shall be permitted to develop water resources, in excess of the Easement waters, for any and all lawful purposes.

Grantor shall be expressly permitted to construct such water conveyances as are reasonable to deliver any excess water to the subject lands or across or under the subject lands to a remote location. Fish and Wildlife Service shall be consulted in advance of any construction pursuant to this paragraph.

5. Grantors are not obligated to take any action or to incur any expense related to the maintenance or restoration of the Easement Lands as waterfowl habitat. Nor are Grantors obligated to apply water to the Easement Lands or to maintain, repair, or construct any water distribution facilities to serve the Easement Lands. However, in any year that Grantors do not flood the Easement Lands in the customary manner to their historical hunting season level, Grantee shall have, at its sole discretion, the nonexclusive right and option, but not the obligation, to flood the Easement Lands from October 15th through March first of the following year. In this connection, Grantee shall have, at its sole discretion, the right and option, but not the obligation, to use any and all of the Easement Waters that Grantee deems suitable for waterfowl habitat purposes and to place on the Easement Lands and convey through Grantors' water distribution facilities any other waters Grantee may acquire or have available to it.

In connection with any flooding done by Grantee pursuant to this paragraph, (i) Grantee shall have the right to make full use of Grantors' water distribution facilities, including both existing facilities and any facilities constructed in the future and including all water wells and pumps, to the extent those facilities are capable of serving the Easement Lands, on the condition that Grantee shall pay the expenses of operating Grantors' pumps, exclusive of maintenance costs, but inclusive of its pro-rata share of any electric standby charges, during any period of such use by Grantee, and (ii) Grantors shall pay any taxes, assessments, or other charges, excluding actual water costs, due to any water or irrigation district on account of the use by Grantee of Easement Water supplied by such district.

6. Grantor shall not grant any additional easements, rights-of-way, or other interests in the Easement Lands, other than a fee or leasehold interest, or grant or otherwise transfer to any other person or entity or to other lands or otherwise abandon or relinquish any Easement Waters without the prior written authorization of Grantee given through the U.S. Fish and Wildlife Service. Such authorization will be given unless the Secretary or his designated representative determines that the proposed interest or transfer will interfere with the use of the Easement Lands as waterfowl habitat suitable for migratory birds or interfere with the availability of Easement Waters for the Easement Lands. This paragraph shall not prohibit the transfer of a fee title or leasehold interest in the Easement Lands that is subject to the terms of this Grant of Easement.

7. Upon acceptance of this Grant, the easement interest acquired by the United States shall become a component part of the National Wildlife Refuge System and shall be subject to those laws and regulations pertaining to the National Wildlife Refuge System that are applicable to the easement interests being acquired. Violation of those applicable laws and regulations may subject the violator to civil and/or criminal penalties. Laws and regulations that regulate conduct that does not affect the property interests conveyed to the United States through this Grant of Easement are not applicable. For

example, regulations controlling hunting and fishing or any public use are not applicable since these rights have not been conveyed.

8. This Grant of Easement shall be binding upon, and shall inure to the benefit of, the Grantor, its successors and assigns and Grantee and its assigns.

9. THIS GRANT IS MADE SUBJECT TO existing rights of way, of record or in use, for roads, pipelines, ditches, canals, conduits, telephone and electrical transmission lines, on, over and across said premises; ALSO Subject to all outstanding mineral rights, including oil and gas leases of record, exceptions and reservations of record as of the date of recording herein.

10. This Grant of Easement imposes no other obligations or restrictions on the Grantor and neither they nor their successors, nor any other person or entity claiming under them, shall be in any way restricted from using all of the subject lands in the customary manner except as provided herein.

11. THIS GRANT is made in compliance with notification to Yolo County Board of Supervisors June 23, 1998, and shall not otherwise limit the control and management over resident wildlife species vested under law in the California Fish and Game Commission and the Department of Fish and Game.

IN WITNESS WHEREOF, the Grantors have herunto set their hand as of this

6th day of April, 1999 as above written.

UPPER SWANSTON RANCH, INC.,
a California Corporation

BY: Bert T. Swanston L.S.
Bert T. Swanston, President

SWANSTON PROPERTIES,
a General Partnership

BY: Bert T. Swanston L.S.
Bert T. Swanston, Managing
General Partner

BY: G. Kwling Linggi L.S.
G. Kwling Linggi, Trustee of the
Marilyn J. Linggi Testamentary Trust

CERTIFICATE OF ACCEPTANCE
State of California Government Code Section 27201

This is to certify that the Secretary of the Interior, acting by and through his authorized representative, the Senior Realty Officer, U.S. Fish and Wildlife Service, hereby accepts on behalf of the UNITED STATES OF AMERICA, the real property described in the within Grant of Easement and consents of recordation thereof.

April 13, 1999
Date


Senior Realty Officer
U.S. FISH AND WILDLIFE SERVICE

ACKNOWLEDGEMENT

STATE OF California }
COUNTY OF Sacramento } ss

On April 5, 1999, before me, Marnie Gungl personally appeared Bert T. Swanston, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marnie Gungl
Notary Public

(SEAL)



ACKNOWLEDGEMENT

STATE OF California)
COUNTY OF Sacramento) **

On April 5, 1999, before me, Maarone Gargi personally appeared G. Erling Linggi, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Maarone Gargi
Notary Public

(SEAL)



EXHIBIT 1

The following list contains most of the plants considered desirable for waterfowl and other wildlife in the North Central Valley Wildlife Management Area. This list is not intended to be all-inclusive, and other species may be desirable under some circumstances. Plants not on this list may not be introduced on the Easement Land without written permission from the Grantee.

| <u>Scientific Name</u> | <u>Common Name</u> |
|------------------------|--------------------|
|------------------------|--------------------|

| <u>Acoustic-floating and submerged:</u> | |
|---|-----------------|
| Lemna minor | Duckweed |
| Potamogeton pectinatus | Sego pondweed |
| Potamogeton species | Other pondweeds |
| Zannichellia palustris | Horned pondweed |
| Najas guadalupensis | Southern naiad |
| Chara species | Muskgrass |

Acoustic-emergent:

| | |
|--------------------------|------------------------|
| Scirpus acutus (tule) | Hardstem bulrush |
| Scirpus robustus | Alkali bulrush |
| Scirpus fluviatilis | River bulrush |
| Carex species | Sedges |
| Helosciaris palustris | Spike rush |
| Cyperus species | Flat sedges (nutgrass) |
| Echinodorus berteroi | Burhead |
| Sagittaria latifolia | Wapato, duck potato |
| Sagittaria species | Arrowhead |
| Typha species | Cattails |

Moist soils:

| | |
|-------------------------|---------------|
| Echinochloa crusgalli | Watergrass |
| Leptochloa fascicularis | Sprangletop |
| Eleocharis acicularis | Swamp timothy |
| Cyperus species | Prickle grass |
| Polygonum species | Smartweeds |
| Ammania coccinea | Redstem |
| Paspalum distichum | Joint grass |
| Cynodon dactylon | Bermuda grass |

Uplands:

| | |
|------------------------------------|-------------------|
| Phalaris tuberosa var. stenoptera | Harding grass |
| Phalaris tuberosa var. hirtiglumis | Perla grass |
| Phalaris arundinacea | Reed canary grass |
| Sorghum halepense | Johnson grass |
| Setaria species | Bristle grass |
| Distichlis spicata | Saltgrass |

Apropyron elongatum
Helilotus species

Tall wheatgrass
Sweetlovers

Scientific Name

Common Name

Uplands continued:

Astragalus cicer
Lotus corniculatus

Cicer milkvetch
Birdsfoot trefoil

Trees, shrubs, and vines:

Salix gooddingii
Salix hindsiana
Populus fremontii
Alnus rhombifolia
Elaeagnus angustifolia

Black willow
Sandbar willow
Fremont cottonwood
White alder
Russian olive

UPPER SWANSTON RANCH, INC., ET AL, TRACT
SECTION 2 & 3, T12N, R10E, S12E



SECTION 2 & 3, T12N, R10E, S12E

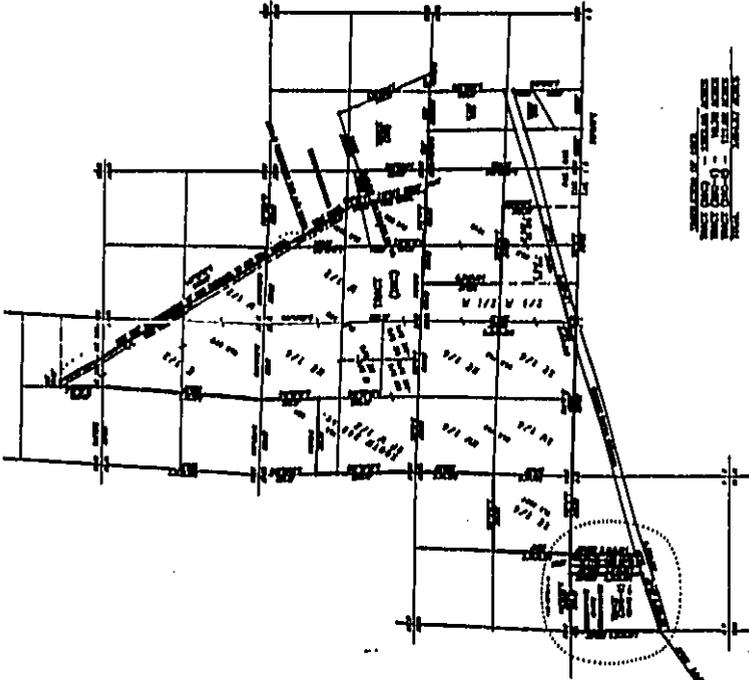
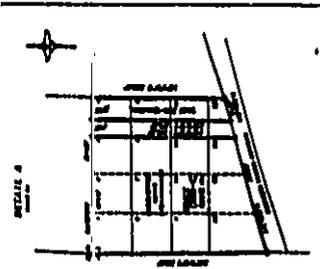


Table with 2 columns: Description, Value. Contains survey data.

SECTION 2 & 3, T12N, R10E, S12E

SECTION 2 & 3, T12N, R10E, S12E

5 APR 16 8

11

**UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
DIVISION OF REALTY**

TRACT DESCRIPTION

OF THE

UPPER SWANSTON RANCH, INC., ET AL, TRACTS

(29C,C-1,C-2)

NORTH CENTRAL VALLEY WILDLIFE MANAGEMENT AREA

YOLO COUNTY, CALIFORNIA

CONTAINING 2494.67 ACRES

**DESCRIPTION PREPARED BY:
MICHAEL L. RICHEY
LAND SURVEYOR
FEBRUARY 2, 1999**

**DESCRIPTION
OF THE
UPPER SWANSTON RANCH, INC., ET AL, TRACTS
(29C,C-1,C-2)
YOLO COUNTY, CALIFORNIA**

The following described three tracts of land are located in Yolo County, California, situated about 7 miles easterly of the city of Davis, California, and being a part of the lands conveyed to Upper Swanston Ranch, Inc. from Lillian E. Swanston by Grant Deed, recorded in book 1224 of Official Records at page 463 in the files of Yolo County, California, said three tracts being more particularly described as follows;

TRACT (29C):

Township 9 North, Range 3 East, Mount Diablo Meridian:

- Section 14 All that portion of the South one-half of the Southeast one-quarter lying southwesterly of a line drawn parallel to and 150 feet measured at a right angle northeasterly from the centerline of the Old Tule Canal of Reclamation District number 785;
- Section 23 All that portion of the East one-half lying southwesterly of a line drawn parallel to and 150 feet measured at a right angle northeasterly from the centerline of the Old Tule Canal of Reclamation District number 785;
- Section 24 All that portion of the West one-half lying southwesterly of a line drawn parallel to and 150 feet measured at a right angle northeasterly from the centerline of the Old Tule Canal of Reclamation District number 785;
- Section 25 All that portion of the West one-half, Swamp Land Survey No. 802 and Swamp Land Survey No. 1010; lying southwesterly of a line drawn parallel to and 150 feet measured at a right angle northeasterly from the centerline of the Old Tule Canal of Reclamation District number 785, northerly of the northern right of way line of the Sacramento Bypass; and lying southwesterly of the centerline of the Tule Canal, southerly of the northern right of way line of the Sacramento Bypass;
- Section 26 All of the East one-half, and the South 200 acres of the West one-half;
- Section 34 All of the Southeast one-quarter;
- Section 35 All that portion of Section 35 lying northerly of the northern right of way line of the Southern Pacific Railroad Right of Way;
- Section 36 All that portion of the West one-half of the West one-half, the East one-half of the Southwest one-quarter and West one-half of the Southeast one-quarter lying northerly of the northern right of way line of the Southern Pacific Railroad Right of Way.

Contains 2353.95 acres more or less.

TRACT (29C-1):

Township 8 North, Range 3 East, Mount Diablo Meridian:

Section 3 That portion of Lots 4, 5, 12, and 13, as shown on the plat of "Eucalyptus Grove," filed in Book 3 of Maps and Surveys at page 83 in the Office of the County Records of the County of Yolo, lying northerly of a strip of land 200 feet in width adjoining the original Railroad Right of Way, as described in deeds to Southern Pacific Company, recorded June 19, 1911, in Book 76 of Deeds at Page 494, and lying east of the west 284.2 feet of Lots 4, 5, 12 and 13.

Containing 19.70 acres more or less.

TRACT (29C-2):

Township 8 North, Range 3 East, Mount Diablo Meridian:

Section 3 All of Lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, and 16, as shown on the plat of "Eucalyptus Grove," filed in Book 3 of Maps and Surveys at page 83 in the Office of the County Records of the County of Yolo, lying northerly of a strip of land 200 feet in width adjoining the original Railroad Right of Way, as described in deeds to Southern Pacific Company, recorded June 19, 1911, in Book 76 of Deeds at Page 494.

Containing 121.02 acres more or less.

The above described three tracts of land, containing in the aggregate of 2494.67 acres, is delineated on a map tracing designated Upper Swanston Ranch, Inc., et al, Tracts (29C, C-1, C-2) consisting of one page, bearing the date of February 2, 1999, of record in the files of the Department of the Interior. A print from that map is attached hereto.

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
DIVISION OF REALTY

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

I, Michael L. Richey, hereby certify that the attached map of the

Upper Swanston Ranch, Inc., et al, Tracts (29C,C-1,C-2)

has been correctly platted from official plats and other data obtained from the files of the U.S. Bureau of Land Management and data obtained from recorded surveys in county records; that the section and lot lines and other subdivision lines, as here shown, have been placed upon said map after careful consideration of all available data on the subject; and that all said data, as shown upon the attached map, has been checked by me and is correct to the best of my knowledge and belief.



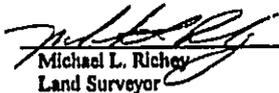
Michael L. Richey
Land Surveyor

Date: FEBRUARY 2, 1999

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
DIVISION OF REALTY

CERTIFICATE OF OCCUPANCY
NORTH CENTRAL VALLEY WILDLIFE MANAGEMENT AREA
YOLO COUNTY, CALIFORNIA

I hereby certify that I, Michael L. Richey, have not made personal inspection of Upper Swanston Ranch, Inc., et al, Tract (29C,C-1,C-2) as shown on the attached map, and cannot report on evidence of present or past occupancy and land use.


Michael L. Richey
Land Surveyor

Date: FEBRUARY 2, 1999

END OF DOCUMENT

011525 APR 16 1999

16

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 042-270-017

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-139

EASEMENT
(TO THE STATE)

WE, RAY C. THOMPSON and DELLA THOMPSON, TRUSTEES of THE RAY and DELLA THOMPSON TRUST dated February 4, 2002, as to an undivided 25% interest and **DAN THOMPSON, a married man as his sole and separate property**, as to an undivided 25% interest and **RICHARD P. GAINES, a married man as his sole and separate property**, as to an undivided 25% interest and **PHILIP J. GAINES, TRUSTEE of THE PHILIP J. GAINES 2001 LIVING TRUST**, as to an undivided 25% interest, all as tenants in common, 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-139 | 142.09 AC | Flowage Easement |

Described as follows:

See EXHIBIT "A" attached hereto and made a part hereof.

(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 RAY C. THOMPSON and DELLA THOMPSON, TRUSTEES of THE RAY and DELLA THOMPSON TRUST dated February 4, 2002, as to an undivided 25% interest and DAN THOMPSON, a married man as his sole and separate property, as to an undivided 25% interest and RICHARD P. GAINES, a married man as his sole and separate property, as to an undivided 25% interest and PHILIP J. GAINES, TRUSTEE of THE PHILIP J. GAINES 2001 LIVING TRUST, as to an undivided 25% interest, all as tenants in common ("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.

For discussion purposes only

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

EXHIBIT "A"

YBSH-139

All that real property situated in a portion of Section 25, Township 9 North, Range 3 East, MDM, in the unincorporated area of the County of Yolo, State of California, described as follows:

All of that parcel of land as described in that Grant Deed 2008-0008520, recorded March 21, 2008, Official Records of Said County.

Containing 142.09 acres, more or less.

KRISTOPHER KLIMA, PLS

Certificate Of Completion

| | |
|---|---------------------------|
| Envelope Id: D0CF4E15213B46C9808133EC438771C9 | Status: Completed |
| Subject: Please DocuSign: Thompson_CE_Letter.docx, Inundation Modeling 042-270-017.pdf, 99-0011525(USFWS... | |
| Source Envelope: | |
| Document Pages: 23 | Signatures: 1 |
| Certificate Pages: 1 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Nathan Myhre |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 1416 9th Street |
| | Sacramento, CA 95814 |
| | Nathan.Myhre@water.ca.gov |
| | IP Address: 136.200.53.22 |

Record Tracking

| | | |
|--------------------------------------|-------------------------------------|--------------------|
| Status: Original | Holder: Nathan Myhre | Location: DocuSign |
| 1/24/2022 1:44:12 PM | Nathan.Myhre@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 |
|--|--|--|
| Nathan Myhre nathan.myhre@water.ca.gov Department of Water Resources Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 136.200.53.22 | Sent: 1/24/2022 2:26:04 PM Viewed: 1/24/2022 2:26:32 PM Signed: 1/24/2022 2:26:43 PM |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 1/24/2022 2:26:04 PM |
| Certified Delivered | Security Checked | 1/24/2022 2:26:32 PM |
| Signing Complete | Security Checked | 1/24/2022 2:26:43 PM |
| Completed | Security Checked | 1/24/2022 2:26:43 PM |

Payment Events

Status

Timestamps