



United States Department of Agriculture  
*Office of the General Counsel*

Pacific Region–San Francisco Office  
630 Sansome Street, Suite 1040  
San Francisco, CA 94111-2218

Telephone: 415-744-3161  
E-mail: [ritu.ahuja@usda.gov](mailto:ritu.ahuja@usda.gov)

October 13, 2022

VIA ELECTRONIC MAIL ONLY

Holly Geneva Stout, Esq.  
California Water Commission  
P.O. Box 942836  
Sacramento, California 94236-0001  
[cwc@water.ca.gov](mailto:cwc@water.ca.gov)

RE: Notice of Department of Water Resources' Intention to Consider Adopting a Resolution of Necessity to Condemn, DWR Parcel Nos. YBSH-148, YBSH-150

Dear Ms. Stout:

I am an attorney for the United States Department of Agriculture, and I represent the Natural Resources Conservation Service (NRCS) in the above-referenced matter. We are in receipt of the California Water Commission's September 26, 2022, communication to Dean Kwasny, notifying NRCS of the Department of Water Resources' (DWR) intention to pursue condemnation of the NRCS's real property interests in Assessor Parcel Numbers 033-220-052 and -054 (Lucky Five Farm property), and 033-220-007, -008, and -009 (EIP California LLP property). The United States of America, as record owner of perpetual conservation easements over the aforementioned parcels and other parcels in the Yolo Bypass, previously submitted similar comments on September 16, 2022, for the Information Hearing on this matter, and through this letter, re-submits its objection to the DWR's efforts to condemn a federally held property interest.

The fee title to the properties at issue are currently held by Lucky Five Farm, a Co-Partnership, and EIP California LLC, respectively. The United States of America, by and through the NRCS, acquired a perpetual conservation easement over the Lucky Five Farm property in 2006 under the Wetlands Reserve Program (WRP), Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), and through this acquisition holds the vast majority of the rights to the property. Similarly, the United States of America, by and through the Agricultural Stabilization and Conservation Service, a predecessor of NRCS, acquired a perpetual conservation easement over the EIP California LLC property from Laurel G. Ranch Corporation in 1993 under the same program, and thus holds the vast majority of the rights to that property as well. While the WRP has since been replaced by the Agricultural Conservation Easement Program (ACEP) under the Agricultural Act of 2014, Pub.L. 113-79, pursuant to the ACEP Interim Rule, easement lands previously enrolled under the Wetlands Reserve Program, including the subject conservation easements, are considered enrolled in ACEP and are subject to the same long-term stewardship and management policies and implementation funding sources as current ACEP easement

acquisitions. 7 CFR 1468. Under the subject WRP easements, the NRCS has restored the lands on both properties and actively works with the private landowners to manage and maintain the properties as wetlands and wildlife habitat.

As we previously explained in our September 16, 2022, letter, while DWR has suggested that it intends to acquire, through condemnation or otherwise, flowage easements on the subject properties *from the underlying fee title owners*, those efforts will fail because the flowage rights that DWR seeks to acquire are owned by the United States of America under the WRP easements, and not by the underlying fee title owners. As the granting clause in the WRP easement deed on the Lucky Five Farm property, attached hereto as Exhibit 1, clearly demonstrates, the Grantor granted and conveyed to the United States “all rights, title and interest in the lands comprising the easement area ... reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. *It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved*” (emphasis added).

Part II of the WRP deed enumerates all the rights reserved by the Grantor under the conservation easement, including record title, quiet enjoyment, control of access, recreational uses, and subsurface resources. There is no reservation to the Grantor for flooding or flowage rights, or for any application of water to the property, and in fact, the WRP deed at Part III, A, expressly conveys those rights to the United States:

A. Prohibitions. *Without otherwise limiting the rights of the United States acquired hereunder*, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:

\*\*\*

6. diverting or causing or permitting the diversion of surface of underground water into, within, or out of the easement area by any means.

Further, in Part V., A. of the WRP deed, the United States has acquired the explicit right to undertake “any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area,” and to “apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.” Similar provisions appear in the 1993 WRP deed on the EIP California LLC property, attached as Exhibit 2. *See, e.g.*, Granting Clause (“the Landowner does hereby grant and convey to ASCS all right, title and interest in the property described in Part II, Paragraph A, including appurtenant rights of access.... Those rights specified in Part III, Paragraph D are reserved to the landowner....); Part III, D (“The Landowner shall have the right to quiet enjoyment of the easement area and to control access by the general public consistent with the terms of this easement and the WRP regulations”); Part III, F. Prohibitions, at Paragraphs 3 (“No alteration of the hydrology on the easement area may be done”) and 4 (“No alteration of the wildlife habitat or other natural land features of the easement area may be done”).

Given that on both properties the underlying fee title owners have not retained any rights to flood the property, DWR would not be able to acquire or condemn flowage easement rights from those landowners. All flowage rights on the properties, except those held by the Sacramento-San

Joaquin Drainage District through historic easements, are currently held by the United States of America by and through the NRCS, and therefore DWR lacks any legal basis to condemn those property rights.

Because it is a federal agency, NRCS's interests in the conservation easement are not subject to purchase or condemnation. *Utah Power & Light Co. v. U.S.*, 243 U.S. 389, 404 (1917) ("state laws, including those relating to the exercise of the power of eminent domain, have no bearing upon" federal lands); *see also City of Sacramento v. Sec'y of Hous. & Urban Dev. Of Washington, D.C.*, 363 F. Supp. 736, 737 (E.D. Cal. 1972) (noting "the fundamental proposition that property belonging to the United States, whether used for "governmental" or "non-governmental" purposes, cannot be condemned without Congress' consent"); *United States v. Navajo Nation*, 556 U.S. 287, 289 (2009) ("A waiver of the Federal Government's sovereign immunity must be unequivocally expressed in statutory text, and will not be implied. Moreover, a waiver of sovereign immunity will be strictly construed, in terms of its scope, in favor of the sovereign."). Because the United States has not waived its sovereign immunity with respect to actions brought to condemn property held by the NRCS under the WRP or ACEP, the property interests at issue cannot be acquired by DWR via condemnation, and any condemnation action the State or DWR may file against the NRCS in state court would be removed to federal court, where it would in turn likely be dismissed for lack of subject matter jurisdiction.

Rather than improperly attempting to pursue condemnation of the federally-owned interests in the subject properties, DWR would need to work with NRCS and the underlying landowners if its flowage easement objectives are going to be achieved. NRCS policy governing Agricultural Conservation Easement Programs, including WRP easements, as outlined in Title 440 of its Conservation Program Manual (CPM), Part 528 ("ACEP Manual") does not allow for the sale of property rights encumbered by an NRCS conservation easement for monetary value, and therefore no option to purchase the flood flowage rights directly from the United States exists. Instead, as holder of the flowage rights over the properties, the NRCS would need to determine that DWR's proposed use is compatible with the WRP deeds, and then issue a compatible use authorization (CUA) to the landowner under the terms of the deeds and applicable regulations. *See, e.g.*, Exhibit 1, Lucky Five Farm WRP deed at Part IV; *see also* 7 CFR 1468.38(d) ("NRCS may, in its sole discretion, authorize the landowner to conduct compatible uses as defined in this part on the easement or contract area. Compatible use authorizations are time-limited and may be modified or rescinded at any time by NRCS"); ACEP Manual at 440 CPM 528.152(A)(2)). The CUA process may be initiated by a landowner request or from NRCS-initiated discussions and subsequent agreement with the landowner. CUAs are *authorizations* only, subject to routine revisions; they do not convey interests in the property and are not recorded. All CUAs must stipulate that NRCS retains the right to modify or cancel the authorization at any time NRCS determines that the use does not further the protection and enhancement objectives of the conservation easement, or if the landowner has failed to comply with the CUAs terms and conditions.

If the proposed use could not be authorized under the terms of the WRP deeds through a CUA, NRCS would need pursue an easement administration action to modify the existing WRP deeds and/or subordinate its easement rights to allow the conveyance of flowage rights to DWR, once it has determined that the statutory and regulatory requirements for modifications and/or

subordinations are met. *See* 16 USC § 3865d(c); 7 CFR 1468.6. Landowner participation and consent is statutorily required for an easement administration action. *See* 16 USC § 3865d(c)(4) (“Consent. The Secretary shall obtain consent from the landowner and eligible entity, if applicable, for any subordination, exchange, modification, or termination of interest in land, or portion of such interest, under this subsection”); *see also* 7 CFR 1468.6(a)(6); ACEP Manual at 440 CPM 528.170 (B)(3)(ii),

In addition to requiring landowner consent, easement administration actions must meet threshold criteria and requirements as outlined in 16 USC § 3865d(c)(1) and (c)(2), 7 CFR Section 1468.6, and 440 CPM 528.170(C)(1)(i-vii) and (C)(2)(i-xi). Specifically, subordinations must increase conservation values or have limited negative effect on conservation values, minimally affect the easement acreage, and be in the public interest or further the practical administration of the easement program. They must also result in no net loss of easement acres and no cost to the Federal government. Conservation easement modifications may only be authorized if no reasonable alternative exists and the effect on the interest in land is avoided or minimized to the extent practicable, the modification will result in equal or increased conservation values and equal or greater economic value to the United States, the modification is consistent with the original intent of the easement and the purposes of the easement program, and is in the public interest or furthers the practical administration of the program.

NRCS is currently reviewing DWR’s site specific hydrologic data to assess the compatibility of the flowage practices with the NRCS conservation easements. In our September 16, 2022, letter to the Commission, we conveyed NRCS’s concerns related to problematic language in the proposed DWR flood flowage easements that was incompatible with our conservation easements. NRCS has also identified the statutory and policy requirements for the options available to address DWR’s request for flood flowage rights: 1) compatible use authorization or 2) an easement administration action. To date, we have not received a response from DWR to our September 16, 2022, letter, nor any indication by DWR of their intention to work with NRCS to pursue the legally available options for NRCS to consider DWR’s desire for flood flowage rights on the subject properties.

We again request that DWR reinitiate discussions with NRCS and the affected fee title owners to find a mutually agreeable and beneficial solution that addresses DWR’s need to utilize the properties while still protecting the WRP easements and involving the underlying fee title owners, as their participation and consent in any solution would be required under the WRP deeds and the ACEP statute, regulation and policy. NRCS is interested in continuing to explore all possible solutions which would meet these requirements and allow DWR to obtain the requisite authorizations to effectuate its salmonid habitat restoration and fish passage project.

Please let Dean Kwasny, NRCS Easement Programs Specialist, know if you have any questions related to this letter or the status of the ongoing discussions with DWR. Mr. Kwasny can be reached at [Dean.Kwasny@usda.gov](mailto:Dean.Kwasny@usda.gov) or by phone at (530) 304-2355.

Regards,

A handwritten signature in blue ink, appearing to be 'Ritu Ahuja', with several overlapping loops and a long horizontal stroke extending to the right.

Ritu Ahuja  
Attorney

cc: Dean Kwasny, NRCS

Enclosures

**EXHIBIT 1**

**RECORDING REQUESTED BY:**

Fidelity National Title Company of California

**AND WHEN RECORDED MAIL TO**

HY Young  
C/O USDA  
430 G Street #4164  
Davis, Ca. 95616-4164

**Escrow No.:** 05-1000784-MEM  
**Locate No.:** CAFNT0957-0957-0001-0001000784  
**Title No.:** 05-1000784-KR



YOLO Recorder's Office  
Freddie Oakley, County Recorder  
**DOC- 2006-0020581-00**

Acct 102-Fidelity National Title  
Thursday, MAY 25, 2006 08:41:00  
Ttl Pd \$88.00 Nbr-0000643645  
VRB/R6/1-28

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Easement Deed

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**  
(Additional recording fee applies)

## WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-9104-5-307

THIS WARRANTY EASEMENT DEED is made by and between, Lucky Five Farm, by deed dated January 7, 1963; and Lucky Five Farm, a Co-Partnership, by deed dated February 26, 1963; and Lucky Five Farm, A General Partnership (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation(CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service(NRCS), United States Department of Agriculture

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife *and their* habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of Nine hundred forty-three thousand Dollars (\$943,000.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. ~~Such a right of way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.~~ *There is NO exhibit B.*

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C..

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. *Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:*

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.
10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if, upon a determination by CCC in the exercise of its discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practicable, the United States shall utilize the access identified in exhibit B.. *There is NO exhibit B.*

C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to CCC in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The

Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Landowner(s): See Signature Page Attached (Seal)  
\_\_\_\_\_ (Seal)

Acknowledgment

STATE of CALIFORNIA

COUNTY of: \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_

known or proved to me to be the person(s) described in and who executed the foregoing instrument, and  
acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed,

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal the day and year first above  
written.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of California  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington,  
D.C. 20250-1400.

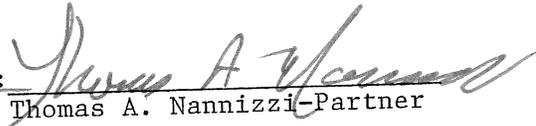
OMB DISCLOSURE STATEMENT

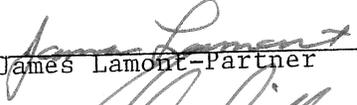
Public reporting burden for this collection of information is approximately (60) minutes per response, including the  
time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and  
completing and reviewing the collection of information. Send comments regarding this burden estimate or any other  
aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture  
Clearance Office OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget,  
Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.

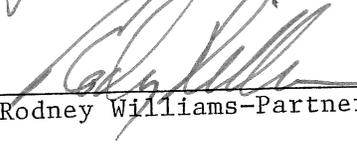
SIGNATURE PAGE

Lucky Five Farm  
A General Partnership

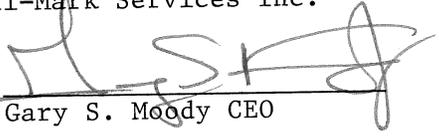
BY:   
Arlene Jones-Partner

BY:   
Thomas A. Nannizzi-Partner

BY:   
James Lamont-Partner

BY:   
Rodney Williams-Partner

Hall-Mark Services Inc.

BY:   
Gary S. Moody CEO

STATE OF California

COUNTY OF yolo

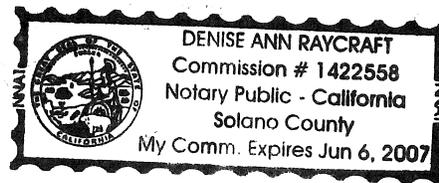
On 4-11-06 before me, Denise Ann Raycraft, <sup>NOTARY</sup> public  
(Name of Notary Public)

personally appeared Arline Jones

personally known to me (or 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.

WITNESS my hand and official seal.

Denise Ann Raycraft  
(Signature of Notary Public)



(This area for notarial seal)

STATE OF California

COUNTY OF Yolo

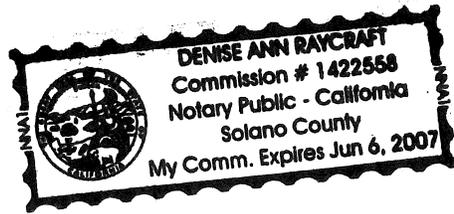
On 4-11-06 before me, Denise Ann Raycraft, Notary Public  
(Name of Notary Public)

personally appeared Thomas A. Nannizzi

personally known to me (or 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.

WITNESS my hand and official seal.

Denise Ann Raycraft  
(Signature of Notary Public)



(This area for notarial seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

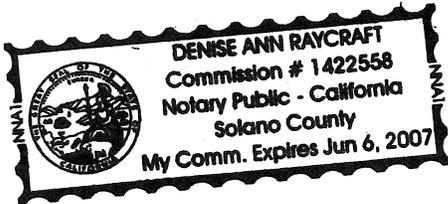
State of California

County of Yolo

On 4-11-06 before me, Denise Ann Raycraft,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared James Lamont,  
NAME(S) OF SIGNER(S)

personally known to me - **OR** -  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.



WITNESS my hand and official seal.

Denise Ann Raycraft  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

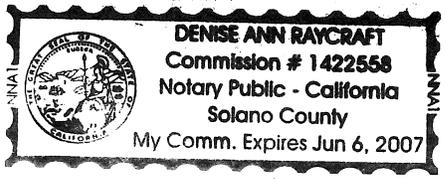
State of California

County of Yolo

On 4-11-06 before me, Denise Ann Raycraft,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Rodney Williams,  
NAME(S) OF SIGNER(S)

personally known to me - **OR** -  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.



WITNESS my hand and official seal.  
Denise Ann Raycraft  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of California

County of Yolo

On 4-11-04 before me, Denise Ann Raycraft, Notary Public

DATE

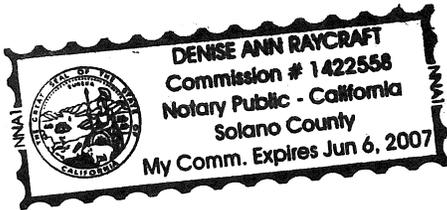
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Gary S. Moody

NAME(S) OF SIGNER(S)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Denise Ann Raycraft  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

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

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

11

Exhibit "A"

2395-15  
August 8, 2005  
N.U.B.

**LAND DESCRIPTION**  
for  
**CALIFORNIA WATERFOWL ASSOCIATION**

**A PORTION OF LUCKY FIVE FARMS - NORTH AREA**

ALL that real property situate in the unincorporated area of the County of Yolo, State of California, and being a portion of the East Half of Section 4, Township 6 North, Range 3 East, Mount Diablo Base and Meridian, also being a portion of that parcel of land described in Book 704 of Official Records, at Page 488, said County Records, being more particularly described as follows:

BEGINNING at a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" at the intersection of the Northerly right-of-way line of County Road 155 with the Westerly right-of-way line of County Road 107; said point being distant from National Geodetic Survey Designation "DIXON RESET" (PID JS4323), the following two (2) courses and distances: (1) North 63°37'50" East 17,444.78 feet to National Geodetic Survey Designation "ANDREW" (PID AE9864); and (2) South 58°49'46" West 59.17 feet; thence, from said POINT OF BEGINNING, and along said Northerly right-of-way line, North 89°36'27" West 2,314.51 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the West line of said East half, North 00°09'11" East 295.16 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with said Northerly right-of-way line, North 89°36'27" West 295.16 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" on the West line of said East half, said point bears, North 00°09'11" East 325.16 feet from a spike at the Southwest corner of said East half; thence, along said West line, North 00°09'11" East 4,991.77 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" at the Northwest corner of said East half; thence, along the North line of said East half, South 89°56'23" East 2,612.66 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S.



**LAUGENOUR AND MEIKLE**  
CIVIL ENGINEERS

7906" on the Westerly right-of-way line of County Road 107, said point bears, North  $89^{\circ}56'23''$  West 30.00 feet from a  $1\frac{1}{2}$ " iron rod at the Northwest corner of said East half; thence, along said Westerly right-of-way line, South  $00^{\circ}11'08''$  West 683.03 feet to a  $\frac{3}{4}$ " x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, leaving said Westerly right-of-way and along a line parallel with the North line of said East half, North  $89^{\circ}56'23''$  West 86.60 feet to a  $\frac{3}{4}$ " x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" at the toe of an existing berm; thence, along said toe of berm, the following two (2) courses and distances: (1) South  $02^{\circ}27'41''$  West 14.58 feet to a  $\frac{3}{4}$ " x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; and (2) South  $87^{\circ}05'52''$  West 118.02 feet to a  $\frac{3}{4}$ " x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with said Westerly right-of-way line, South  $00^{\circ}11'08''$  West 258.79 feet to a  $\frac{3}{4}$ " x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the North line of said East half, South  $89^{\circ}56'23''$  East 159.68 feet to a  $\frac{3}{4}$ " x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the said Westerly right-of-way line, North  $00^{\circ}11'08''$  East 257.05 feet to a  $\frac{3}{4}$ " x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the North line of said East half, South  $89^{\circ}56'23''$  East 45.34 feet to a  $\frac{3}{4}$ " x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" on said Westerly right-of-way line; thence, along said Westerly right-of-way line, South  $00^{\circ}11'08''$  East 4,596.63 feet to the POINT OF BEGINNING.

Containing 314.373 acres of land, more or less.

The basis of bearings for this description is the grid bearing between said N.G.S. Designations "DIXON RESET" and "ANDREW"; said Designation "DIXON RESET" having coordinates of North (Y) 1,895,113.16 feet and East (X) 6,649,647.87 feet, said Designation "ANDREW" having coordinates of North (Y) 1,902,861.37 feet and East (X) 6,665,277.41 feet; said grid bearing being North  $63^{\circ}37'50''$  East as determined from National Geodetic Survey Data Sheets.

All bearings shown are grid, based upon the California Coordinate System of 1983, Zone 2. All distances shown are ground. To obtain grid distances, multiply ground distances described herein by the combination factor of 0.999994855.

End of description.

**LAND DESCRIPTION**  
for  
**CALIFORNIA WATERFOWL ASSOCIATION**

**A PORTION OF LUCKY FIVE FARMS - SOUTH AREA**

ALL that real property situate in the unincorporated area of the County of Yolo, State of California, and being a portion of the Northeast Quarter of Section 9, Township 6 North, Range 3 East, Mount Diablo Base and Meridian, also being a portion of that parcel of land described in Book 704 of Official Records, at Page 488, said County Records, being more particularly described as follows:

BEGINNING at a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" at the intersection of the Southerly right-of-way line of County Road 155 with the East line of said Northeast Quarter; said point being distant from National Geodetic Survey Designation "DIXON RESET" (PID JS4323), the following two (2) courses and distances: (1) North 63°37'50" East 17,444.78 feet to National Geodetic Survey Designation "ANDREW" (PID AE9864); and (2) South 13°04'47" West 93.25 feet; thence, from said POINT OF BEGINNING, and along said East line, South 00°43'19" West 2,628.24 feet to a 2 1/4" buttonhead monument with tag stamped "L.S. 2355" at the Southeast corner of said Northeast Quarter as shown on that certain map filed in Book 1 of Parcel Maps, at Page 46, said County Records; thence, along the South line of said Northeast Quarter, North 89°30'07" West 2,343.91 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; said point bears, South 89°30'07" East 295.16 feet from a 2" Iron Pipe at the Southwest corner of said Northeast Quarter; thence, along a line parallel with the West line of said Northeast Quarter; North 00°42'36" East 295.16 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the South line of



**LAUGENOUR AND MEIKLE**  
CIVIL ENGINEERS

said Northeast Quarter, North  $89^{\circ}30'07''$  West 295.16 feet to a  $3/4'' \times 24''$  rebar with aluminum cap stamped "ESMT COR L.S. 7906" on the West line of said Northeast Quarter; said point bears North  $00^{\circ}42'36''$  East 295.16 feet from a 2" Iron Pipe at the Southwest corner of said Northeast Quarter; thence, along said West line, North  $00^{\circ}42'36''$  2,328.22 feet to a  $3/4'' \times 24''$  rebar with aluminum cap stamped "ESMT COR L.S. 7906" on the Southerly right-of-way line of County Road 155; said point bears South  $00^{\circ}42'36''$  West 30.00 feet from a spike at the Northwest corner of said Northeast Quarter; thence, along said Southerly right-of-way line, South  $89^{\circ}36'27''$  East 2,639.64 feet to the POINT OF BEGINNING.

Containing 157.099 acres of land, more or less.

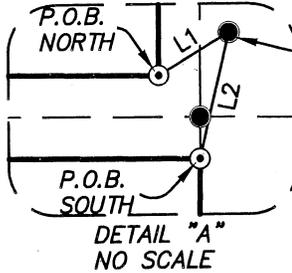
The basis of bearings for this description is the grid bearing between said N.G.S. Designations "DIXON RESET" and "ANDREW"; said Designation "DIXON RESET" having coordinates of North (Y) 1,895,113.16 feet and East (X) 6,649,647.87 feet, said Designation "ANDREW" having coordinates of North (Y) 1,902,861.37 feet and East (X) 6,665,277.41 feet; said grid bearing being North  $63^{\circ}37'50''$  East as determined from National Geodetic Survey Data Sheets.

All bearings shown are grid, based upon the California Coordinate System of 1983, Zone 2. All distances shown are ground. To obtain grid distances, multiply ground distances described herein by the combination factor of 0.999994855.

End of description.

CONTINUE ON SHEET 2

NGS DESIGNATION: ANDREW  
N: 1,902,861.37 SFT  
E: 6,665,277.41 SFT  
CCS83 ZONE 2



LANDS OF NEILL  
APN: 033-220-04  
DOC. 2002-0004778-00

LANDS OF PFC, INC.  
APN: 033-220-54  
DOC. 2000-0005643-00

SCALE: 1" = 600'

4/9

SET 3/4" REBAR  
W/ ALUMINUM  
CAP STAMPED  
L.S. 7906 (TYP.)

NGS DESIGNATION: ANDREW  
N: 1,902,861.37 SFT  
E: 6,665,277.41 SFT  
CCS83 ZONE 2

SEE DETAIL "A"

COUNTY RD. 155  
60' R.O.W.  
283 O.R. 103

N89°36'27"W 2314.51'

S89°36'27"E 2639.64'

N63°37'50"E  
17,444.78'  
BASIS OF BEARINGS

4/3  
9/10

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°49'46"W	59.17'
L2	S13°04'47"W	93.25'
L3	N00°09'11"E	295.16'
L4	N89°36'27"W	295.16'
L5	N00°42'36"E	295.16'
L6	N89°30'07"W	295.16'

LANDS OF SMITH  
APN: 033-220-03  
DOC. 2003-0072356-00

LANDS OF YOLO BASIN FARMS  
APN: 033-220-46  
2002 O.R. 139

N00°42'36"E 2328.22'

S00°43'19"W 2628.24'

EASEMENT AREA - SOUTH  
157.099± ACRES

NGS DESIGNATION: DIXON RESET  
N: 1,895,113.16 SFT  
E: 6,649,647.87 SFT  
CCS83 ZONE 2



LANDS OF LUCKY FIVE FARMS  
APN: 033-220-09  
704 O.R. 488  
N89°30'07"W 2343.91'

9/10

N63°37'50"E  
17,444.78'  
BASIS OF BEARINGS

INTERIOR  
QUARTER  
CORNER

LANDS OF HALL-MARK, CORP.  
APN: 033-220-61  
DOC. 2003-0030565-00

LANDS OF HALL-MARK, CORP.  
APN: 033-220-58  
DOC. 2003-0030565-00

FND MONUMENT  
(TYP)

*Christopher W. Lerch*  
CHRISTOPHER W. LERCH  
L.S. 7906 - EXPIRES 12-31-05

AUGUST 8, 2005  
DATE

### WETLAND RESERVE EASEMENT EXHIBIT FOR

### CALIFORNIA WATERFOWL ASSOCIATION "A PORTION OF LUCKY FIVE FARMS"

BEING PORTIONS OF THE EAST HALF OF SECTION 4 AND  
THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6  
NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN.  
YOLO COUNTY, CALIFORNIA

SEE SHEET NO. 3 FOR NOTES



LANDS OF CAPITOL OIL CORP.  
APN: 033-190-10  
2376 O.R. 332

FND. MONUMENT  
(TYP.)

33  
4

33 34  
4 3

S89°56'23"E 2612.66'  
SET 3/4" X 24" REBAR WITH  
ALUMINUM CAP STAMPED  
"ESMT COR L.S. 7906" (TYP.)

S00°11'08"W  
683.03'

LANDS OF LUCKY FIVE FARMS  
APN: 033-220-07  
704 O.R. 488

SEE SHEET 3

**EASEMENT AREA - NORTH**  
314.373± ACRES

LANDS OF BERTA  
APN: 033-220-06  
DOC. 1999-0026053-00

LANDS OF PFC, INC.  
APN: 033-220-52  
DOC. 2000-0005643-00

COUNTY RD. 107  
30' HALF WIDTH R.O.W.  
283 O.R. 103

4991.77'

4596.63'



LANDS OF BERTA  
APN: 033-220-05  
DOC. 1999-0026033-00

N00°09'11"E

LANDS OF LUCKY FIVE FARMS  
APN: 033-220-08  
704 O.R. 488

LANDS OF PFC, INC.  
APN: 033-220-54  
DOC. 2000-0005643-00

S00°11'08"W

SCALE: 1" = 600'

CONTINUE ON SHEET 1

SEE SHEET NO. 3 FOR NOTES

### WETLAND RESERVE EASEMENT EXHIBIT

FOR

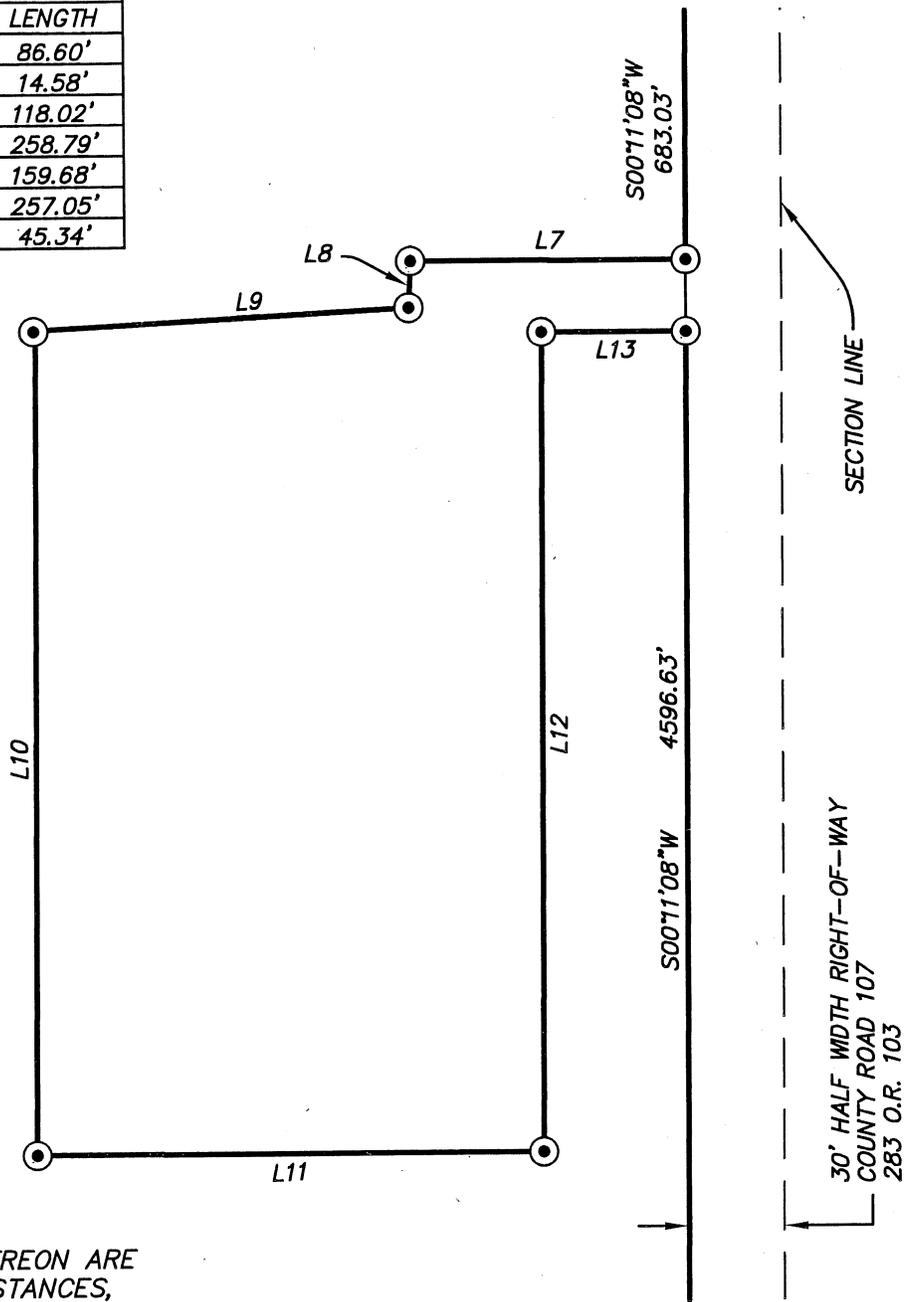
### CALIFORNIA WATERFOWL ASSOCIATION

### "A PORTION OF LUCKY FIVE FARMS"

BEING PORTIONS OF THE EAST HALF OF SECTION 4, AND  
THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6  
NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN.  
YOLO COUNTY, CALIFORNIA

**LM** CIVIL ENGINEERING  
LAND SURVEYING  
PLANNING  
**LAUGENOUR AND MEIKLE**  
WOODLAND, CALIFORNIA

LINE TABLE		
LINE	BEARING	LENGTH
L7	N89°56'23"W	86.60'
L8	S02°27'41"W	14.58'
L9	S87°05'52"W	118.02'
L10	S00°11'08"W	258.79'
L11	S89°56'23"E	159.68'
L12	N00°11'08"E	257.05'
L13	S89°56'23"E	45.34'



SCALE: 1" = 60'



**NOTE:**

- 1) ALL DISTANCES SHOWN HEREON ARE GROUND. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN HEREON BY THE COMBINATION FACTOR OF 0.999994855.
- 2) ALL BEARINGS SHOWN HEREON ARE GRID.
- 3.) ALL LANDS SHOWN HEREON ARE IN AN EASEMENT FOR FLOOD INUNDATION WITH THE SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT PER BOOK 168 OF OFFICIAL RECORDS, AT PAGE 14, YOLO COUNTY RECORDS.

**WETLAND RESERVE EASEMENT EXHIBIT**  
 FOR  
**CALIFORNIA WATERFOWL ASSOCIATION**  
**"A PORTION OF LUCKY FIVE FARMS"**

BEING PORTIONS OF THE EAST HALF OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN. YOLO COUNTY, CALIFORNIA

**LM** CIVIL ENGINEERING  
 LAND SURVEYING  
 PLANNING  
**LAUGENOUR AND MEIKLE**  
 WOODLAND, CALIFORNIA

18

Exhibit C to Warranty Easement Deed

Revised July 7, 1998

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement ("Agreement") is made this 11<sup>th</sup> day of April 2006 by and between NATURAL RESOURCES CONSERVATION SERVICE, United States Department of Agriculture ("NRCS"), and Lucky Five Farm, by deed dated January 7, 1963; and Lucky Five Farm, a Co-Partnership, by deed dated February 26, 1963; and Lucky Five Farm, A General Partnership (the "Landowners").

1. NRCS has entered into an agreement with Landowners whereby certain real property owned by Landowners and more particularly described in Exhibit A, which is attached hereto and made a part hereof ("Property") will become subject to a Wetlands Reserve Program Easement and associated documents, all of which are herein called WRP documents.
2. Based upon a Preliminary Report from Fidelity National Title Company, dated May 2, 2005, Order Number 05-1000784-kr ("Preliminary Report") the title held by Landowners to the Property appears to be subject to an exception of certain outstanding interests in waters, minerals, oil, gas and other hydrocarbon substances, and other gaseous materials located on, in or under the Property, (collectively "Outstanding Mineral Interests"), which are shown in either the Preliminary Report exceptions and/or the legal description of the property.
3. Because of the objectives of the Wetlands Reserve Program as set forth in the WRP documents, it is necessary to limit the seasons during which drilling is conducted on the Property subject to the WRP documents and to provide for the selection of sites for drilling and related activities that will not unreasonably interfere with the WRP documents.

NOW THEREFORE, NRCS and Landowners mutually covenant and agree as follows:

4. A. **No** drilling or other related operations, including but not limited to exploration, will be conducted by Landowner on the Property during the month of **February, March, April, May and June**. If parties other than Landowner conduct such activities, Landowners are subject to the indemnification and hold harmless provisions of this document.
- B. At present, there are no drilling or other related operations, including but not limited to exploration, on the subject easement area.
- C. NRCS **will agree** to the selection of drilling sites which may be used during the months of **October, November, December and January**. **No NRCS approval** will be required in the months of **July, August, and September**. NRCS will also agree to the location of access routes for exploration, drilling and related activities on the Property. NRCS will be reasonable in the selection of these sites and routes taking into account the standard that such agreement will

not unreasonably interfere with the purposes of the WRP program. Any work-sites will be **restored prior to January 31** of each year.

D. Landowners, and each of them, hereby agree that they will not exercise any of their respective mineral interest in the Property, or cooperate with the owner or any Outstanding Mineral Interests, in any manner which would unreasonably interfere with the purpose of the WRP documents.

E. If the exercise of any Outstanding Mineral Interests noted in the Preliminary Report unreasonably interferes with the purposes of the WRP documents, Landowners agree to indemnify and hold harmless NRCS for any damage to the Wetland Program Easement which are proximately caused by the exercise of any Outstanding Mineral Interests. Landowners also agree to take any action which has a reasonable chance of success, that might stop the exercise of any above mentioned Outstanding Mineral Interests.

5. If any party hereto fails to perform its obligations because of strikes, fires or other casualties, acts of God, legal acts of public authorities, or other causes not within the control of the party to perform, and which cannot be reasonably forecast or provided against, than that party's failure to perform shall be excused for a period equal to such cause.
6. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
7. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other alleged agreement, statement, or promise shall be valid or binding.
8. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, if the United States is the prevailing party it shall be entitled to recover reasonable attorneys' fees and costs. If the Landowners are the prevailing party, they are entitled to recover reasonable attorney's fees and costs only pursuant to the Equal Access to Justice Act (28 U.S.C. 2412 and 5 U.S.C. 504).
9. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
10. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

11. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
12. This Agreement shall be construed and governed pursuant to the applicable laws of the State of California and the laws of the United States.

NATURAL RESOURCES CONSERVATION SERVICE  
United States Department of Agriculture

LANDOWNERS:

See Signature Page Attached

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

By \_\_\_\_\_

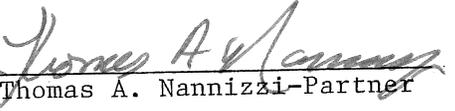
NOTARIZATIONS

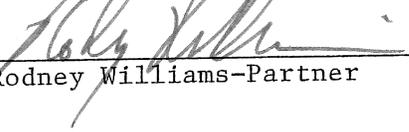
SIGNATURE PAGE

Lucky Five Farm  
A General Partnership

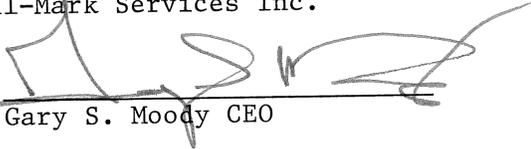
BY:   
Arlene Jones-Partner

BY:   
James Lamont-Partner

BY:   
Thomas A. Nannizzi-Partner

BY:   
Rodney Williams-Partner

Hall-Mark Services Inc.

BY:   
Gary S. Moody CEO

STATE OF California

COUNTY OF Yolo

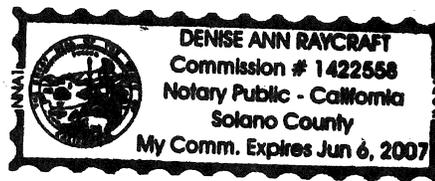
On 4-11-06 before me, Denise Ann Raycraft, Notary Public  
(Name of Notary Public)

personally appeared Arline Jones

personally known to me (or 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.

WITNESS my hand and official seal.

Denise Ann Raycraft  
(Signature of Notary Public)



(This area for notarial seal)

STATE OF California

COUNTY OF Yolo

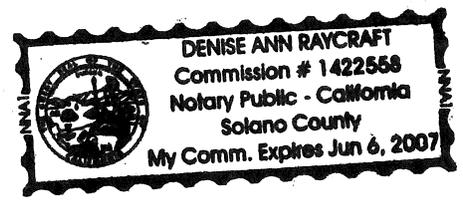
On 4-11-06 before me, Denise Ann Raycraft, Notary Public  
(Name of Notary Public)

personally appeared Thomas A. Nannizzi

personally known to me (or 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.

WITNESS my hand and official seal.

Denise Ann Raycraft  
(Signature of Notary Public)



(This area for notarial seal)

STATE OF California

COUNTY OF Yolo

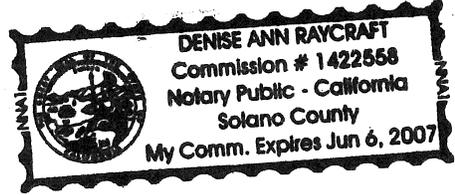
On 4-11-06 before me, Denise Ann Raycraft, Notary Public  
(Name of Notary Public)

personally appeared Gary S. Moody

personally known to me (or 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.

WITNESS my hand and official seal.

Denise Ann Raycraft  
(Signature of Notary Public)



(This area for notarial seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of California

County of Yolo

On 4-11-06 before me, Denise Ann Raycraft, Notary Public

DATE

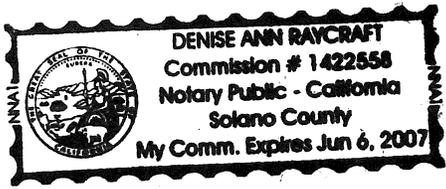
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared James Lamont

NAME(S) OF SIGNER(S)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Denise Ann Raycraft  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of California

County of Yolo

On 4-11-06 before me, Denise Ann Raycraft, Notary Public

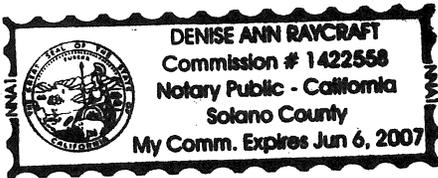
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Rodney Williams

NAME(S) OF SIGNER(S)

personally known to me - **OR** -  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.



WITNESS my hand and official seal, Denise Ann Raycraft

SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



United States  
Department of  
Agriculture

Natural  
Resources  
Conservation  
Service

430 G Street, #4164  
Davis, CA 95616-4164  
(530) 792-5684  
FAX (530) 792-5731

---

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Warranty Easement Deed dated, Lucky Five Farm, by deed dated January 7, 1963; and Lucky Five Farm, a Co-Partnership, by deed dated February 26, 1963; and Lucky Five Farm, A General Partnership, to the United States of America, by and through the Commodity Credit Corporation and the Natural Resources Conservation Service, agencies of the U.S. Department of Agriculture is hereby accepted by the undersigned officer pursuant to the authority of Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837) for the Wetlands Reserve Program. The grantee consents to the recordation thereof.

Date: 5/22/06

RAYMOND C. MILLER, Contract Specialist

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 Address \_\_\_\_\_  
 City & \_\_\_\_\_  
 State \_\_\_\_\_

TONY BERNHARD  
COUNTY RECORDER

035054

93 OCT 28 AM 9:37

OFFICIAL RECORDS  
YOLO CO., CALIF.  
RECORD REQUESTED BY:

First American Title Co.

59

Reproduce Locally. Include form number and date on all reproductions.

ASCS-897  
06-08-92

U.S. Department of Agriculture  
Agricultural Stabilization and Conservation Service

After Recording Return to:  
USDA-Agricultural Stabilization  
Conservation Service  
1303 J Street, suite 300  
Sacramento, CA 95814

WETLANDS RESERVE PROGRAM  
EASEMENT

ORDER No. 86339

THIS EASEMENT is made this 22nd day of October, 1993, by and between  
LAUREL G. RANCH CORPORATION, A CALIFORNIA CORPORATION  
whose address is 525 Morse Avenue, Suite 101, Sacramento, CA 95864  
(Landowner), and the United States of America by and through the Agricultural Stabilization and Conservation Service (ASCS), an agency of the United States Department of Agriculture. The Landowner and ASCS are jointly referred to as the "Parties".

This conveyance is in conjunction with Wetlands Reserve Program (WRP) contract number 14, in the County (Borough or Parish) of Yolo, State of California.

FOR AND IN CONSIDERATION of the above referenced WRP easement, and/or other good and valuable consideration, receipt of which is hereby acknowledged, the Landowner does hereby grant and convey to ASCS all right, title and interest in the property described in Part II, Paragraph A, including appurtenant rights of access described in Part II, Paragraph E. Those rights specified in Part III, Paragraph D are reserved to the landowner for the duration of the easement specified in Part II, Paragraph D, of this document. By this easement, the Landowner covenants compliance with the terms and conditions enumerated for the use of lands described in this document, and will refrain from any activity not specifically allowed or inconsistent with the purposes of this easement or with the exercise of the rights granted to ASCS or its representatives.

PART I - PURPOSE AND AUTHORITY

- A. Purpose. The purpose of this easement is to restore, protect and maintain the functional values of wetlands and other eligible lands for wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. The details of how this is to be accomplished are provided in the Wetlands Reserve Plan of Operation (WRPO) developed for the easement area. Summary of the WRPO is attached and such summary is incorporated by reference as a part of this easement.
- B. Authority. Food Security Act of 1985, as amended (16 U.S.C. 3801 et. seq.).

PART II - PROPERTY DESCRIPTION

- A. Easement Area. The property encumbered by this Wetlands Reserve Program easement is described as follows: [Provide a legal description of the land comprising the easement area. Append a plat (photocopy) as Exhibit A.]  
All that portion of Section 3, township 6 North, Range 3 East, M.D.B.&M., described as follows:

Beginning at a point in said Section 3, from which point of beginning the Northeast corner of said Section 3 bears the following two courses: (1) North 70° 21' 24" East 33.14 feet and (2) South 88° 40' 26" East 518.32 feet; thence from said point of beginning South 1° 00' 53" 36" West 5447.85 feet; thence North 89° 56' 04" West 1373.79 feet; thence North 00° 06' 35" East 2521.95 feet; thence North 89° 51' 01" West 1460.62 feet; thence North 00° 05' 49" East 2676.16 feet; thence South 89° 00' 42" East 4679.48 feet to the point of beginning; containing 361.4 acres more or less.

2561 1460.45

- B. In addition, the Landowner agrees to refrain from engaging in the following activities on land owned by the Landowner:  
(Insert "NONE" unless otherwise specified by ASCS)

See Summary of Wetland Reserve Plan of Operations for Laurel G. Ranch (348 acres)  
attached hereto as Exhibit "B"

C. Definitions. For purposes of this easement:

1. "Easement Area" means the land on which the approved practices are required. The legal description of the easement area is described in Part II, Paragraph A, of this document and is depicted in Exhibit A. To the extent of any conflict with Exhibit A, the land descriptions in this document shall control.
2. "Easement Practice" means the wetland and easement area development restoration measures agreed to in the attached WRPO summary to accomplish the desired program objectives.
3. "Landowner" means the person who has title to the easement area. "Landowner" shall also include such person's heirs, successors and assigns.
4. Wetlands Reserve Plan of Operation (WRPO) means that plan which prescribes implementation measures for the Wetlands Reserve Program contract referenced above. The WRPO is available for inspection at the County ASCS Office in the county identified above.

D. Duration of Easement.

1. This easement shall continue in perpetuity unless D 2 has been completed by ASCS.
2. This easement will terminate at 12:00 noon on \_\_\_\_\_, Upon termination of the easement, all right, title, and interest in the property conveyed by this easement shall vest with the current owner of the easement area.

- E. Access. The Landowner grants to the ASCS and its representative, a right of access to the easement area. Such access shall be for any purposes ASCS or its representative determines necessary to ensure compliance with the WRPO and the easement. Establishment and maintenance of such access shall be the responsibility of the Landowner and all costs resulting from access establishment and maintenance shall be borne by the Landowner. ASCS will pay the fair market value of a planted crop destroyed because of ASCS exercising its right of access to the easement area. The landowner is free to locate and relocate the place of access as the landowner deems desirable, provided that such location is sufficient to provide reasonable access to the easement area.

### PART III - COVENANTS BY THE LANDOWNER

- A. Title. The Landowner covenants that the Landowner is vested with good title to the easement area and will warrant and defend unto ASCS the same against all claims and demands including, but not limited to, claims and demands against ASCS' quiet and peaceable use and enjoyment of the easement area and the right of access granted herein.
- B. Easement Practices.
1. Compliance. The Landowner shall comply with all easement practices specified in the WRPO. In the event of a conflict or ambiguity between the WRPO or this easement, the provisions of this easement shall prevail.
  2. Costs Incurred in Implementing the WRPO. All costs involved in the implementation of the WRPO and the right of access granted to ASCS and its representatives, or otherwise incurred with respect to the maintenance of the easement area shall, together with all other charges associated with the easement area, including taxes, be the responsibility of the Landowner.
  3. ASCS Rights to Inspect Property and Perform Work on the Property. By this easement, ASCS and its authorized representatives have a right of access to the easement area, including but not limited to, the right to inspect the easement area, and, if necessary, the right to perform measures necessary to maintain the easement practices specified in the attached WRPO summary.
- C. ASCS Rights Run with the Land and Bind the Landowner's Successors. The rights granted to ASCS in this easement run with the land and shall be superior to the rights of all others in the easement area. All obligations of the Landowner under this easement shall also bind the Landowner's heirs, successors, and assigns.
- D. Use of the Easement Area. The Landowner shall have the right to quiet enjoyment of the easement area and to control access by the general public consistent with the terms of this easement and the WRP regulations. When specified in the attached WRPO summary, such rights may also include regulated hunting and fishing, periodic timber harvesting, and haying or grazing.
- E. Violations. If there is any failure to comply with the provisions of this easement and the WRPO; to provide access to the easement area; to establish and maintain the easement practice as specified in the WRPO; or to comply with such WRPO, ASCS, or its authorized representative, may enter onto the property to perform the necessary work, seek specific performance, or seek any other legal remedy provided by law. All expenses incurred by the United States of America (including any legal fees or attorney fees) thereby incurred shall be assessed against the Landowner.
- F. Prohibitions. No action shall be taken on the easement area by the Landowner, the landowner's representative, heirs, successors or assigns, unless such action is in accordance with the WRPO, this easement, and the WRP regulations. Generally, unless specified in the attached WRPO Summary, such prohibitions include, but are not limited to the following:
1. No structures may be built.
  2. No agricultural commodities may be planted for harvest.

- 3. No alteration of the hydrology on the easement area may be done.
- 4. No alteration of the wildlife habitat or other natural land features of the easement area may be done.

IN WITNESS WHEREOF, the Landowner hereunto sets hand(s) and seal(s) on the day of year first written above.

Grantor(s) } Laurel G. Ranch Corporation,  
 a California corporation  
 Treasurer [Signature]  
 President [Signature]

(Acknowledgment in accordance with State or Local Practice)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CALIFORNIA  
 County of YOLO  
 On 08/03/95 before me, EILEEN F. CRUZ, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
 personally appeared ANDREW EPSTEIN  
NAME(S) OF SIGNER(S)

personally known to me - ~~OR -~~  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.



WITNESS my hand and official seal.  
[Signature]  
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)  
Treasurer  
TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

OPTIONAL SECTION  
 TITLE OR TYPE OF DOCUMENT WETLANDS RESERVE PROGRAM EASEMENT  
 NUMBER OF PAGES 2 DATE OF DOCUMENT \_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

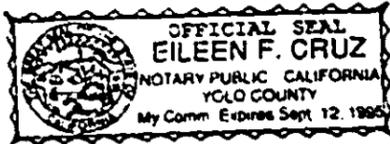
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

State of CALIFORNIA  
 County of YOLO  
 On 11/27/95 before me, EILEEN F. CRUZ, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
 personally appeared JUSTIN I. SZABO  
NAME(S) OF SIGNER(S)

personally known to me - OR -  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.



WITNESS my hand and official seal.

*Eileen F. Cruz*  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)  
TITLE(S) PRESIDENT
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

**OPTIONAL SECTION**

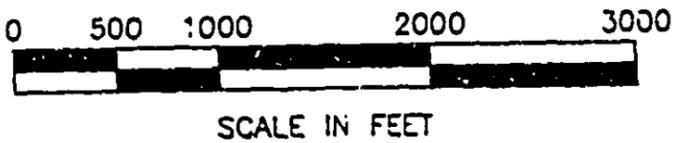
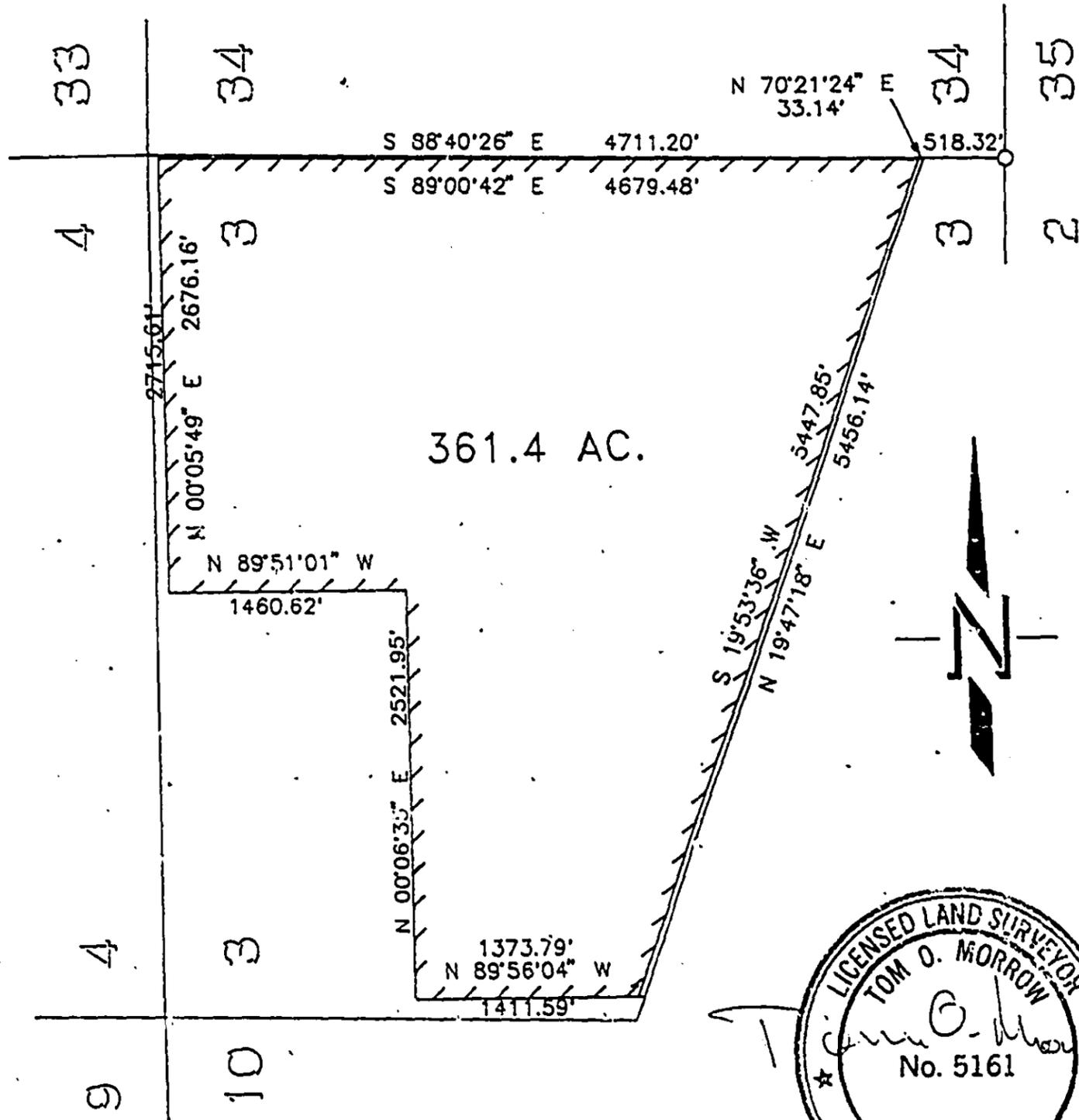
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT WETLANDS RESERVE PROGRAM EASEMENT  
 NUMBER OF PAGES 2 DATE OF DOCUMENT \_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

2561 141649

EXHIBIT "A"  
 EXHIBIT OF EASEMENT AREA  
 LAUREL G. RANCH  
 A PORTION OF SECTION 3  
 T6N, R3E, MDB&M  
 YOLO COUNTY, CALIFORNIA  
 TOM O. MORROW, INC.  
 SCALE 1"=1000'



LICENSE EXPIRES JUNE 30, 1995

BOOK 25661 PAGE 100

FEB 26 1993

See reverse for Privacy Act and Burden statements.

Form Approved - OMB No. 0540-0138

ASCS-891  
(14-CR-02)

U.S. DEPARTMENT OF AGRICULTURE  
Agricultural Stabilization and Conservation Service

1. ASCS COUNTY ASSESSOR'S COMMITTEE ONE NUMBER

221 W. Court St. Suite 3B  
Woodland, CA 95695

Wetlands Reserve Program  
CONTRACT

INSTRUCTIONS: Participant MUST complete items 13, 16, and 17. Return this completed form to the County ASCS Office.

The owner(s) signature in item 17 constitutes agreement by the owner(s) to:

- implement on such designated acreage, the approved WRPO developed for such acreage;
- sign a completed copy of form ASCS-897, Wetlands Reserve Program Easement, conveying to the U.S. Government an easement on the designated acres and the right of access to such acres for the period specified in block 15;
- assure that the easement rights are superior, except as determined by the Agricultural Stabilization and Conservation Service (ASCS), to that of any other person or entity by having any person or entity with rights to the land execute a copy of form ASCS-898, Subordination Agreement and Limited Lien Waiver Easement;
- a permanent retirement of specified crop acreage bases and allotments, shown in block 16, to the extent that such crop acreage bases and allotments

- exceed the cropland acres on the farm less the cropland acres enrolled in WRP.
- acknowledge that the net present value for lump sum payments will be used to evaluate bid offers for selection.
- acknowledge receipt of the bid specification sheet and WRPO.

The landowner(s) and ASCS, upon signature in block 18 by an authorized representative of the ASCS, agree to comply with the terms and conditions contained in this contract including the ASCS-897, Wetland Reserve Program Easement, and the regulations at 7 CFR Part 703 which are incorporated by reference into this contract. The Government agrees to make payment under this WRP contract in the manner as specified by the owner in block 17 conditional upon the owner complying with the terms and conditions contained in the WRPO and recorded easement.

2. ST. & CO. CODE 06113	5. CROPLAND ACRES FOR WRP 366.0	8. POOL NO. 1	11. EASEMENT MANAGEMENT CODE	14. RATE OF COST SHARES %
3. WRP CONTRACT NO. 14	6. NONCROPLAND ACRES FOR WRP	9. TRACT NO. OF SITE 6787	12. DATE WRPO SIGNED BY PARTICIPANT 8-26-92	15. EASEMENT PERIOD A. Permanent <input checked="" type="checkbox"/> B. Nonpermanent <input type="checkbox"/>
4. FARM NO. 3225	7. SIGNUP NO. 1	10. ST. & CO. CODE OF SITE 06113	13. TOTAL EASEMENT BID AMOUNT \$ 274,500	If "nonpermanent", enter number of years: _____

16. CAB AND ALLOTMENT RETIREMENTS

A. Do you have crop bases, allotments or quotas established for the farm entered in block 4?  YES <input checked="" type="checkbox"/> Complete block 16B. NO <input type="checkbox"/> Skip block 16B. Go to block 17.	B. If the sum of the bases and allotments plus the acres enrolled in WRP exceed the cropland acres for the farm, then the bases and/or allotments or quotas must be permanently retired by the amount that they exceed the cropland acres remaining after WRP. If this contract is approved, and cropland acres are exceeded, which crop base and/or allotment or quotas do you agree to permanently retire? (Designate two crops below by order of priority.) FIRST PRIORITY (Enter name of crop) _____ SECOND PRIORITY (Enter name of crop) _____
--	---

17. EASEMENT PAYMENT INFORMATION AND PARTICIPANT'S CERTIFICATION

EXPLANATION OF PAYMENT TERMS - READ CAREFULLY

Lump Sum Payments: Limited to 10% (of block 13) annually until all WRPO practices are completed.

Annual Payments: 10 equal annual payments.

First Payment will be equal to 10% of the owner's share of the total easement payment and will be issued within 30 days of the County Committee's approval of the contract.

Remaining Payments will be paid within 30 days of the ANNIVERSARY date of the first payment, EXCEPT the final lump sum may be paid within 30 days of completion of required WRPO practices.

NOTE: For NONPERMANENT easements, ONLY annual payments will be made.

A. OWNER'S NAME AND ADDRESS Laurel G. Renick Cook 535 Morse Ave. #101 Sacramento, CA 95864 SOCIAL SECURITY NUMBER 65-0240747			A. OWNER'S NAME AND ADDRESS		
B. PAYMENT TERMS (A Nonpermanent Easement will be paid under annual payment terms only) ANNUAL PAYMENT <input type="checkbox"/> LUMP SUM PAYMENT <input checked="" type="checkbox"/>			B. PAYMENT TERMS (A Nonpermanent Easement will be paid under annual payment terms only) ANNUAL PAYMENT <input type="checkbox"/> LUMP SUM PAYMENT <input type="checkbox"/>		
C. OWNER'S PERCENT SHARE 100 %	D. TOTAL EASEMENT BID AMOUNT IN ITEM 13 \$	E. OWNER'S SHARE OF TOTAL PAYMENT \$	C. OWNER'S PERCENT SHARE %	D. TOTAL EASEMENT BID AMOUNT IN ITEM 13 \$	E. OWNER'S SHARE OF TOTAL PAYMENT \$
F. FIRST PAYMENT AMOUNT (10% of Owner's Share of Total Payment, Item 17E) \$			F. FIRST PAYMENT AMOUNT (10% of Owner's Share of Total Payment, Item 17E) \$		
G. OWNER'S SIGNATURE L.G. Renick Cook DATE 9/23/92			G. OWNER'S SIGNATURE DATE		

18. APPROVAL

CONTRACT IS: (Mark only one) APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/>	ASCS REPRESENTATIVE'S SIGNATURE	DATE 2561 PAE 651
--	---------------------------------	----------------------

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

ASCS COPY

Fed Conservation Service

CONSERVATION PLAN  
SCHEDULE OF OPERATIONS

2-60  
FORM APPROVED  
DATE 10-15-60 BY 10-15-60  
APPROVAL OFFICE  
APR 20, 1961

1 of 12

1. NAME	2. COUNTY	3. STATE	4. CONTRACT OR AGREEMENT NO.	5. TOTAL ACRES UNDER CONTRACT
Laurel G. Ranch	Yolo	CA	1	348

366

SUMMARY OF  
WETLAND RESERVE PLAN OF OPERATIONS  
FOR  
LAUREL G RANCH (348 acres)

Purpose and Function: The primary purposes of this easement are the restoration and protection of wetlands for wildlife (particularly migratory waterfowl and shorebirds), flood water retention, open space and aesthetic values. The easement area will enhance the wetland values within the Yolo Bypass, Yolo County, California.

Summary of Restoration: Under this Wetland Reserve Plan of Operations, about 347.9 acres of farmed wetland (FW) will be restored to seasonal and possibly permanent wetland. Dikes and water control structures have recently been installed on this property to facilitate seasonal flooding for wetland habitat, but still allow farming on the fields.

The existing dikes and water control structures will be maintained to provide the means to seasonally flood these fields for wetland habitat. Water enters the property from the north via overland flooding within the Yolo Bypass. Overland flooding is expected to occur more years than not. The property will probably receive flood waters from January 1 through February 28 every other year. Fields may be flooded for longer duration including permanent flooding. Permanently flooded areas will provide nesting and brood habitat for resident waterfowl and shorebirds. Refer to the map for locations of dikes and water control structures.

The water control structures will enable the landowners to manage water including drainage when vegetation management and/or structure repair is appropriate. The natural flooding sequence will encourage wetland plants to grow in suitable areas. Supplemental water may be added to the wetlands but is not required. Vegetative cover in the areas saturated or ponded will include a mixture of emergent wetland plants such as cattails and hardstem bulrush and seasonal wetland plants such as smartweed, swamp timothy and watergrass. A portion of the flooded area may also be open water. Any mixture of these habitat types is acceptable. Vegetation will be managed such that persistent vegetation such as cattails and bulrush dominate no more than 75 percent and no less than 25 percent of the easement area.

Compatible Uses: The following uses have been determined to be compatible with the purposes for which this WRP easement has been established.

1. Hunting, fishing and trapping that is consistent with all State and Federal regulations, including the leasing of such

8000 2501 PART 052

PAV... 11/5/61

CONSERVATION PLAN  
SCHEDULE OF OPERATIONS

SCS-LTP-011  
2-60  
FORM APPROVED  
DATE NUMBER BETWEEN  
APPROVAL OFFICE  
AND 10, 1968

PAGE  
2 of 12

1. NAME	2. COUNTY	3. STATE	4. CONTRACT OR AGREEMENT NO.	5. TOTAL ACRES UNDER CONTRACT
Laurel G Ranch	Yolo	Ca	1	348

rights to others. Construction of hunting/photography blinds and associated walkways. Commercial harvest of catfish and crawfish is prohibited.

2. Passive recreational activities, such as hiking, picnicking and bird watching, to the extent that such activities do not interfere with waterfowl and other bird nesting activities.

3. Oil and gas leasing, exploration and extraction. Earthwork (pad and access road) associated with this activity must not affect more than 1 acre per well. No more than three wells may be active at one time within the easement area. Pads, access roads and associated ground disturbance must be restored to wetlands within 1 year after the need for such pads, roads, etc. has ended.

NO  
DATE  
OF EXPIRE

4. Grazing (July 15 - August 30) and/or mowing (July 15 - August 30) for vegetation management.

Operation and Maintenance: The following items will be performed to provide for long term wetland values.

1. The constructed dikes and water control structures will be maintained to serve their intended purpose for the life of this easement.

2. Natural wetland vegetation will become established on the restored wetlands. However, if emergent vegetation, such as cattails and tules extends to over 75 percent of the easement area, the persistent emergent vegetation will be reduced to cover no less than 25 percent of the easement area, by burning, grazing, chemical or mechanical treatment.

3. Noxious weeds will be controlled on the easement area as required by state law by burning or grazing, biological, chemical or mechanical treatment.

4. Any chemical use on the easement area will be in accordance with regulations and all label requirements and restrictions.

Access: An access route will be provided to US Department of Agriculture personnel, or representative, to conduct compliance checks on the Wetland Reserve Program easement. The landowner controls all other public access.

Note: The final design plan will include detailed engineering, operations and maintenance specifications. The design plan is an official part of the Wetland Reserve Plan of Operations and the design plan must be approved by the Agricultural Stabilization and Conservation Service, Soil Conservation Service, US Fish and Wildlife Service and the landowner.

806-2561 RA 1653



U.S. DEPARTMENT OF AGRICULTURE  
Soil Conservation Service

SCS-LTP-011

FORM APPROVED  
OMB NUMBER 0378-0012  
APPROVAL EXPIRES  
JUNE 30, 1993

PAGE

4 OF 12

CONSERVATION PLAN  
SCHEDULE OF OPERATIONS

1. NAME: Laurel G Ranch      2. COUNTY: Yolo      3. STATE: CA      4. CONTRACT OR AGREEMENT NO.: 1      5. TOTAL ACRES UNDER CONTRACT: 348

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncost-Share Items Show Units)						REF. NO.	
						19 93	19 94	19 95	19 96	19 96	19 96		19 96
UN	All	WR-2 Vegetative cover Establishment Wildlife Wetland Habitat Management (644). Fields will receive water via natural overland flooding more years than not from January 1 through February 28. Fields may be flooded earlier, if desired by the landowner. Water may also be held longer, if desired by landowner. Any combination of fields may be flooded as semi-permanent or permanent wetland.	348ac	NC	NC	\$	\$-	\$	\$	\$	\$	17	
2	All	WR-2 Vegetative cover establishment. water in seasonal wetlands will be managed to encourage food plants including swamp timothy, smartweed and alkali bulrush. Vegetative establishment within the waterline of the fields will be controlled (by water management, mowing, or chemical spraying) to maintain at least 25 percent (and no more than 75 percent) open water when	348ac	NC	NC	348ac	348ac	348ac	348ac	348ac	348ac	348ac	

859 101 1052  
2501 055



CONSERVATION PLAN  
SCHEDULE OF OPERATIONS

1. NAME Laurel G Ranch 2. COUNTY Yolo 3. STATE CA 4. CONTRACT OR AGREEMENT NO. 1 5. TOTAL ACRES UNDER CONTRACT 348

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncost-Share Items Show Units)							REF. NO.	
						1993	94	95	96	97	98	99		etc
4	All	WR-1; (Pasture and hayland management - 510) The fields can be grazed after vegetation is established. Grazing can occur between July 15 and August 30. Stocking rates and duration of grazing must be planned to ensure that the harvest efficiency does not exceed 25 percent. As an alternative to grazing, mowing may occur once between July 15 and August 30 to control unwanted vegetation.	348ac	NC	NC	\$	\$	\$	\$	\$	\$	\$	\$	17
5	All	Hunting, fishing, trapping, and the peaceful enjoyment of the easement area is allowed as long as it conforms to state and Federal laws. Passive recreation such as hiking, picnicking and bird watching is allowed to the extent that such uses do not interfere with waterfowl and other bird nesting activities.	348ac	NC	NC	348ac	348ac	348ac	348ac	348ac	348ac	348ac	348ac	



CONSERVATION PLAN  
SCHEDULE OF OPERATIONS

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	3. STATE	4. CONTRACT OR AGREEMENT NO.	5. TOTAL ACRES UNDER CONTRACT	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncost-Share Items Show Units)					REF. NO.
							19 93	19 94	19 95	19 96	19 97	
				CA		348	\$	\$	\$	\$	\$	
8	All	Compatible Use: (Oil and gas leasing, exploration, and production.) Earthwork (pads and access roads) associated with oil and gas extraction must not affect more than 1 acre in any field and no more than 3 one-acre sites may be active simultaneously. Inactive pads must be restored to wetlands within 1 year. The oil and gas activities and construction must not adversely affect the flooding capability of the remainder of the field. Every effort must be made to keep debris and contaminants out of the wetland. Any and all water quality standards will be adhered to by the landowner.	3ac	NC			as needed					
UN 6,7		Approximately (2600 ft + 1300 ft + 2000 ft) 5900 ft of Class III dike with water control structures may be built across these fields to improve water management capabilities.	5900 ft	NC			as needed					

800-2561 Part 659



CONSERVATION PLAN  
SCHEDULE OF OPERATIONS

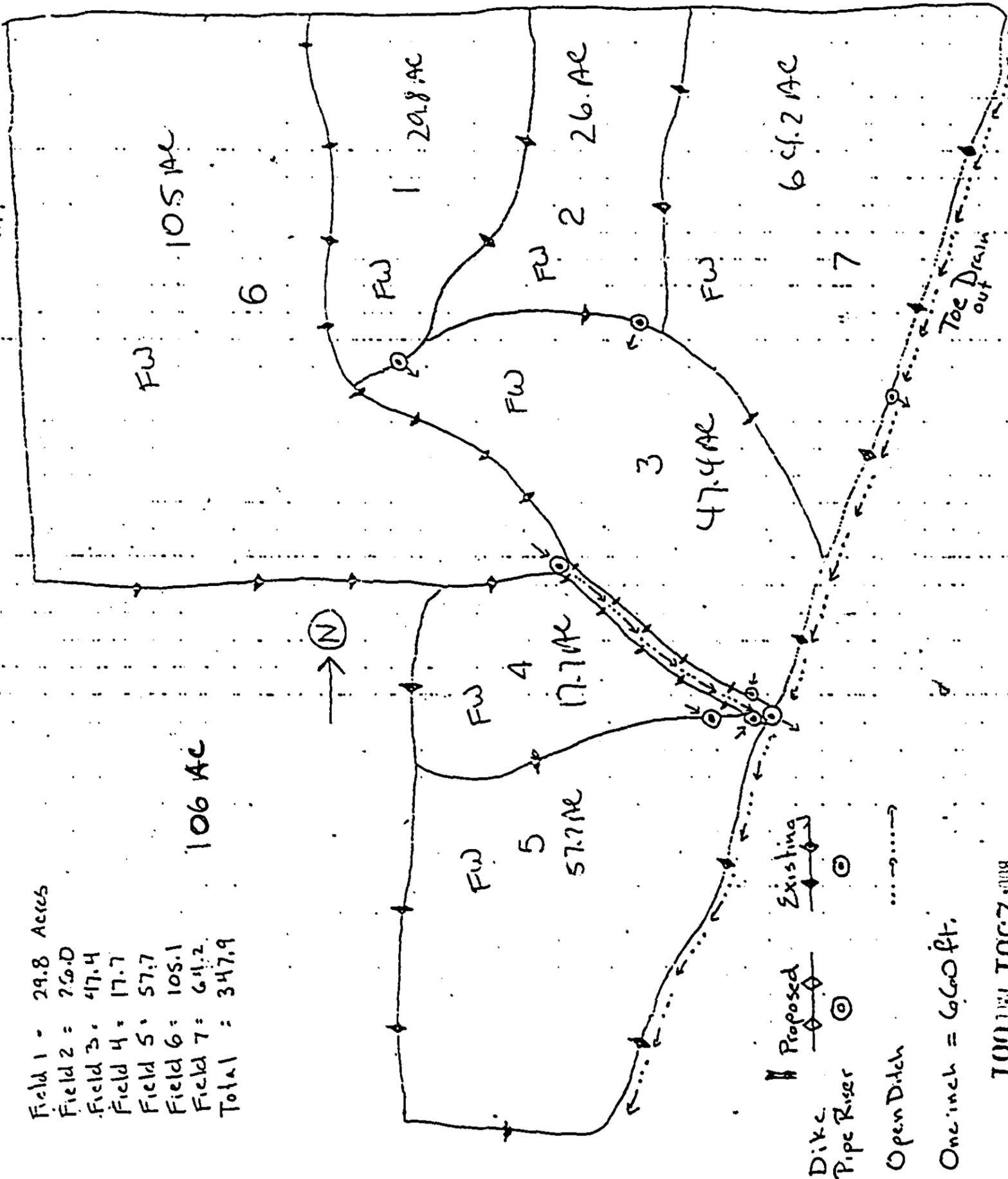
2-60  
FORM APPROVED  
DATE 11/18/59  
APPROVAL DATES  
JUNE 20, 1962

10 of 12

1. NAME Laurel G Ranch	2. COUNTY Yolo	3. STATE CA	4. CONTRACT OR AGREEMENT NO. 1 - Before	5. TOTAL ACRES UNDER CONTRACT 348
---------------------------	-------------------	----------------	--	--------------------------------------

Field 1 - 29.8 Acres  
Field 2 = 25.0  
Field 3 = 47.4  
Field 4 = 17.7  
Field 5 = 57.7  
Field 6 = 105.1  
Field 7 = 61.2  
Total = 347.9

106 AC



199 JAN 1962

One inch = 660 ft.

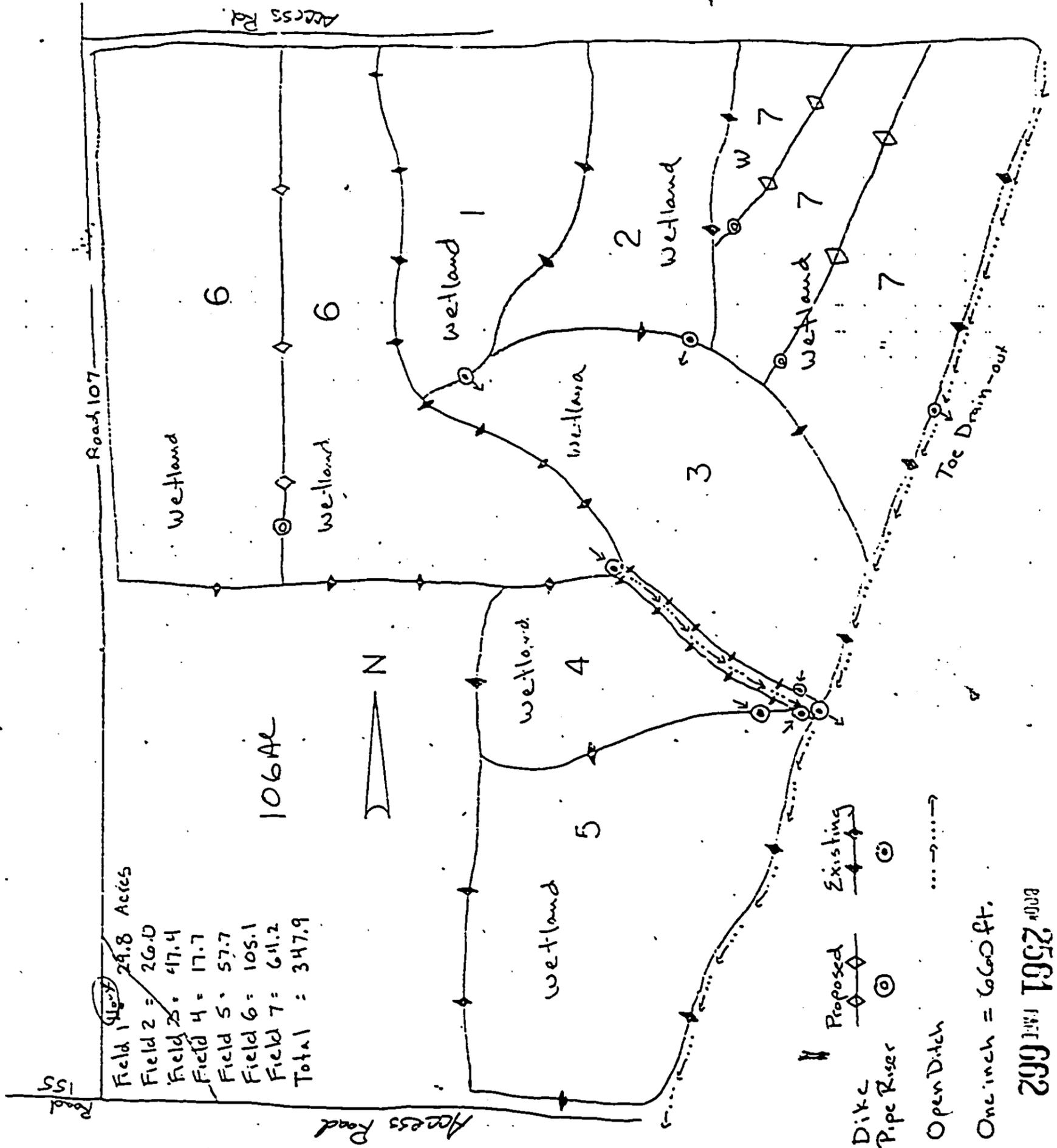
Proposed Existing  
Dike  
Pipe Riser  
Open Ditch

CONSERVATION PLAN  
SCHEDULE OF OPERATIONS

FORM APPROVED  
DATE NUMBER 875-0003  
APPROVAL EXPIRES  
JUNE 30, 1962

11 of 12

1. NAME Laurel G Ranch	2. COUNTY Yolo	3. STATE CA	4. CONTRACT OR AGREEMENT NO. 1-After	5. TOTAL ACRES UNDER CONTRACT 348
---------------------------	-------------------	----------------	---	--------------------------------------



2561 PART 662  
NOV 1962

U.S. DEPARTMENT OF AGRICULTURE  
Soil Conservation Service

SCS-LTP-11B  
(2-89)

PAGE

12 OF 12

CONSERVATION PLAN  
SCHEDULE OF OPERATIONS

**NOTE** The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). The authorities for requesting the information to be supplied on this form are: 16 U.S.C. 590(a)-1 (Soil and Water Conservation); 16 U.S.C. 590(h)(b) (Agriculture Conservation); 16 U.S.C. 590(p)(b) (Great Plains); 30 U.S.C. 1236 et seq. (Rural Abandoned Mine Reclamation); 33 U.S.C. 1288 et seq. (Rural Clean Water); The Food Security Act of 1985, Public Law 99-198; and the regulations promulgated thereunder. The information requested is necessary for the development and implementation of a conservation, reclamation or water quality as the basis for satisfying program eligibility and compliance requirements, and for providing technical assistance and/or cost-sharing under the previously mentioned authorities. Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

1. NAME **Laurel G Ranch** 2. COUNTY **Yolo** 3. STATE **CA** 4. CONTRACT OR AGREEMENT NO. **1** 5. TOTAL ACRES UNDER CONTRACT **348**

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS	COST SHARE RATE %	COMPLETION-SCHEDULE AND ESTIMATED COST SHARE BY YEAR (For Noncost-Share Items Show Units)					RCF. NO.	
						19 93	19 94	19 95	19 96	19 97		
6		Total Cost-Share by Year:	9	10	11	12	13	14	15	16	17	
		Total Contract Cost-Share: \$ 0				\$ 0	\$	\$	\$	\$	\$	

**NOTES:**  
 A. All items numbered in column 6 must be carried out as a part of this contract to prevent violation.  
 B. When established, the conservation practices listed in column 8 must be maintained by the participant at no cost to the government.  
 C. Enter total cost per unit in column 10 unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.  
 D. All cost share rates in column 11 are based on average cost with the following exceptions:  
 AA = Actual costs not to exceed average cost.  
 FR = Flat rate.  
 NC = Non cost-shared.  
 AM = Actual cost not to exceed a specified maximum.  
 E. Modifications will be referenced by number in column 17.  
 F. By signing, the participant acknowledges receipt of this conservation plan including the SCS-CPA-11 and SCS-CPA-11B and agrees to comply with the terms and conditions hereof.

U.S. Fish and Wildlife Service *Martha B. Valley 8-15-92*  
 For Wayne S. White, Field Supervisor, Fish and Wildlife Enhancement, Sacramento, CA

18. CERTIFICATION OF PARTICIPANTS  
 SIGNATURE *[Signature]* DATE *8/20/92* SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

19. REVIEWING OFFICIALS SIGNATURES  
 DISTRICT CONSERVATION'S TECHNICAL ADEQUACY CERTIFICATION. DATE *8/11/92* APPROVED BY (Signature of Conservation District Representative) *[Signature]* DATE \_\_\_\_\_

8/11/92

APPROVED BY (Signature of Conservation District Representative)