

**DEPARTMENT OF WATER RESOURCES**

715 P Street, P.O. BOX 942836  
SACRAMENTO, CA 94236-0001



5/12/2022

Swanston Properties, et al  
20 San Fernando Circle  
Salinas, CA 93901

Mr. Matthew Swanston  
Mr. Dave Higgins  
7919 Folsom Boulevard, Suite 300  
Sacramento, CA 95826

Dear Mr. Swanston and Mr. Higgins:

Our records indicate that Swanston Properties, a general partnership, as to an undivided 37.5% interest; Upper Swanston Ranch, a California Corporation as to an undivided 55% interest; and G. Erline Linggi, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest (Swanston), are the owners of certain properties in Yolo County.

The properties owned by Swanston are identified as Assessor's Parcel Nos. (APN):

033-011-015, also known as DWR Parcel No. YBSH-129 Unit A  
033-011-007, also known as DWR Parcel No. YBSH-129 Unit B  
033-011-004, also known as DWR Parcel No. YBSH-129 Unit C  
014-600-073, also known as DWR Parcel No. YBSH-134 Unit A  
014-600-074, also known as DWR Parcel No. YBSH-134 Unit B  
008-010-003, also known as DWR Parcel No. YBSH-169 Unit A  
008-020-004, also known as DWR Parcel No. YBSH-169 Unit B

The State of California Department of Water Resources (DWR or State) proposes to purchase an easements over these properties to accomplish the goals of the Yolo Bypass Salmonid Habitat Restoration and Fish Passage Project (Project).

Section 7267.2 of the California Government Code and the California Relocation Assistance and Real Property Acquisition Guidelines require that each property owner from whom the State of California makes and offer to purchase real property, or an interest therein, be provided with a written statement of, and summary of the basis for, the amount that has been established as just compensation, as well as the following information:

1. Swanston is entitled to receive full payment prior to vacating the real property rights being purchased, unless Swanston has heretofore waived such entitlement. Swanston is not required to pay recording fees, transfer taxes, or the pro rata portion of the real property taxes which are allocable to any period subsequent to the passage of title or possession.

2. The rights to be acquired are permanent Non-Exclusive Flowage Easements (Easements). All buildings, structures, and other improvements affixed to the land described in the Easement Deeds for YBSH-129, YBSH-134 and YBSH-169 and owned by Swanston are not being conveyed.
3. The Fair Market Values (FMV) of the Easements are based upon appraisals, which are summarized in the enclosed Appraisal Summary Statements. As full just compensation for the Easements to be acquired, we offer Swanston **\$657,000** (YBSH-129, \$172,000; YBSH-134, \$449,000; and YBSH-169, \$36,000), as shown on the enclosed Right of Way Contract.

The State's offer:

- a. Represents the full amount of the FMVs identified in an approved appraisals as just compensation for the Easements; and
- b. Is not less than the approved appraisals of the FMVs of the Easements.
4. Does not reflect any consideration of, or allowance for, any relocation assistance and payments or any other benefits to which Swanston may be entitled; and
5. Disregards any decrease or increase in the FMV value of the Easements prior to the date of valuation caused by the public improvement for which the Easements are to be acquired, or by the likelihood that the Easements would be acquired for such public use, other than that due to physical deterioration within the reasonable control of the owner or occupant.
6. In accordance with Section 1263.025 of the California Code of Civil Procedure, Swanston is entitled to seek an individual appraisal on the value of each of the Easements and to receive reimbursement of up to \$5,000 per appraisal to pay for reasonable appraisal costs. In order to be reimbursed, Swanston must sign an Appraisal Costs Reimbursement Agreement(s) and engage an appraiser(s) licensed by the State of California with the Office of Real Estate Appraisers. The appraiser(s) must be either a MAI designated appraiser or hold an equivalent designation recognized by the Appraisal Foundation. For further information on the requirements for reimbursement and to ensure that Swanston is aware of proper procedures, please contact DWR prior to engaging an appraiser. The request for an Appraisal Costs Reimbursement Agreement(s) may be submitted to:

Department of Water Resources  
Real Estate Branch, Attn: Fahmi Kassis  
715 P Street, #5  
Sacramento, California 95814  
or by email to [Fahmi.Kassis@water.ca.gov](mailto:Fahmi.Kassis@water.ca.gov)

7. The owner of a business conducted on a property to be acquired, or conducted on the remaining property, which will be affected by the purchase of the Easements, may be entitled to compensation for the loss of goodwill. Entitlement is contingent

upon the Swanston's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

8. If Swanston ultimately elect to reject the State's offer for the Easements, Swanston are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

Included as part of this package, you will find the following information relating to this proposed acquisition:

- Appraisal Summary Statements (3)
- Right of Way Contract
- Maps and Aerial Exhibits of the Proposed Easement Area (3)
- Easement Deeds (3)
- Comparable Sales Data Sheets (3)
- Comparable Sales Maps (3)
- Real Estate Branch Property Acquisition Information
- Inundation Mapping Exhibits (8)

Please date and sign the Easement Deeds **exactly** as shown in the designated locations and have the persons who are authorized to sign on behalf of Swanston signatures **notarized**. If needed, a Public Notary can be made available to notarize the Swanston's authorized representatives signatures. Also, date and sign the Right of Way Contract. The Right of Way Contract may be signed and returned electronically to me at the e-mail address below; however, the Easement Deeds require original notarized signatures and should be mailed or may be picked up by DWR. A fully executed copy of the Right of Way Contract will be forwarded to you at the close of escrow.

If you have any questions or need additional information, you may contact me directly by telephone at (916) 902-7021 or by email at [Fahmi.Kassis@water.ca.gov](mailto:Fahmi.Kassis@water.ca.gov).

Sincerely,

*Fahmi H. Kassis*

Fahmi H. Kassis  
Associate Right of Way Agent

## APPRAISAL SUMMARY STATEMENT

**Parcel No.:** YBSH-134  
**Report No.:** n/a  
**Date of Value:** November 17, 2021  
**County:** Yolo  
**Project:** Yolo Bypass Salmonid Habitat Restoration and Fish Passage  
**Owner:** Swanston Properties, et al  
**APNs:** 014-600-073 and 014-600-074  
**Property Location:** Tule Jake Road, north of Interstate 80  
 Yolo County, California  
**Zoning:** A-N - Agricultural Intensive  
**Present Use:** Agriculture  
**Highest and Best Use:** Field or row crops, speculative cannabis planting on two acres  
**Proposed Public Use:** Flowage Easement for adult fish passage and juvenile rearing habitat

**Area and Property Right to be Acquired:**

299.19± AC x 20% Rights

**Area of Remainder:** 299.19± AC x 80% Rights

**Market Value of Required Property:**Permanent Easement:

Land: 299.19± AC x \$7,500/AC x 20% = \$448,785

Total Land \$448,785

Damages to the remaining property due to the State's acquisition are: \$ -0-

Total YBSH-134 \$448,785

**Rounded to \$449,000**

The market value of the Easement being purchased (YBSH-134) is based upon a FMV appraisal prepared in accordance with accepted appraisal procedures. Valuation of your property is based upon an analysis of recent sales of similar properties in this locality. Valuation of the land recognizes all factors influencing its current value.

**Total Payment is: \$449,000**

This summary of the amount offered as compensation is presented in compliance with federal and State law and has been derived from a formal appraisal. The value of any property rights retained by the owner which are not now reflected in the appraisal must be deducted from the FMV shown above.



## APPRAISAL SUMMARY STATEMENT

**Parcel No.:** YBSH-169  
**Report No.:** n/a  
**Date of Value:** November 17, 2021  
**County:** Yolo  
**Project:** Yolo Bypass Salmonid Habitat Restoration and Fish Passage  
**Owner:** Swanston Properties, et al  
**APNs:** 008-010-003 and 008-020-004  
**Property Location:** North of Interstate 80, SE of Tule Canal, Yolo County, California  
**Zoning:** Agricultural AG  
**Present Use:** Row Crop (23.28 AC)/Open Space (12.60 AC non-farmable)  
**Highest and Best Use:** Field or Row Crops  
**Proposed Public Use:** Flowage Easement for adult fish passage and juvenile rearing habitat

**Area and Property Right to be Acquired:**

35.88± AC x 20% Rights

**Area of Remainder:** 35.88± AC x 80% Rights**Market Value of Required Property:**Permanent Easement:

Land: 35.88± AC x \$5,000/AC x 20% = \$35,880

Total YBSH-169 \$35,880

Damages to the remaining property due to the State's acquisition are: \$ -0-

Total Acquisition \$35,880

**Rounded to \$36,000**

The market value of the Easement being purchased (YBSH-169) is based upon a FMV appraisal prepared in accordance with accepted appraisal procedures. Valuation of your property is based upon an analysis of recent sales of similar properties in this locality. Valuation of the land recognizes all factors influencing its current value.

**Total Payment is: \$36,000**

This summary of the amount offered as compensation is presented in compliance with federal and State law and has been derived from a formal appraisal. The value of any property rights retained by the owner which are not now reflected in the appraisal must be deducted from the FMV shown above.

## APPRAISAL SUMMARY STATEMENT

**Parcel No.:** YBSH-129  
**Report No.:** n/a  
**Date of Value:** November 17, 2021  
**County:** Yolo  
**Project:** Yolo Bypass Salmonid Habitat Restoration and Fish Passage  
**Owner:** Swanston Properties, et al  
**APNs:** 033-011-015, 033-011-007, and 033-011-004  
**Property Location:** North of Interstate 80, east of County Road 30, Yolo County, California  
**Zoning:** A-N Agriculture Intensive  
**Present Use:** Duck Hunting/Conservation  
**Highest and Best Use:** Duck Hunting  
**Proposed Public Use:** Flowage Easement for adult fish passage and juvenile rearing habitat

**Area and Property Right to be Acquired:**

156.30± AC x 20% Rights

**Area of Remainder:** 156.30± AC x 80% Rights

**Market Value of Required Property:**Permanent Easement:

Land: 156.30± AC x \$5,500/AC x 20% = \$171,930

Total YBSH-129 \$171,930

Damages to the remaining property due to the State's acquisition are: \$ -0-

Total Acquisition \$171,930

**Rounded to \$172,000**

The market value of the Easement being purchased (YBSH-129) is based upon a FMV appraisal prepared in accordance with accepted appraisal procedures. Valuation of your property is based upon an analysis of recent sales of similar properties in this locality. Valuation of the land recognizes all factors influencing its current value.

**Total Payment is: \$172,000**

This summary of the amount offered as compensation is presented in compliance with federal and State law and has been derived from a formal appraisal. The value of any property rights retained by the owner which are not now reflected in the appraisal must be deducted from the FMV shown above.

Grantors: <u>Swanston Properties, a general partnership, as to an undivided 37.5% interest; Upper Swanston Ranch, a California Corporation as to an undivided 55% interest; and G. Erline Linggi, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest</u>	Project: <u>Yolo Bypass Salmonid Habitat Restoration and Fish Passage</u> <u>Parcel Nos.: YBSH-129, YBSH- 137 and YBSH-169</u>
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## RIGHT OF WAY CONTRACT

This Right of Way Contract ("Contract") dated as of \_\_\_\_\_ (the Effective Date) is made by and between the Department of Water Resources ("DWR") of the State of California, ("STATE") and Swanston Properties, a general partnership, as to an undivided 37.5% interest; Upper Swanston Ranch, a California Corporation as to an undivided 55% interest; and G. Erline Linggi, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest ("GRANTOR"). The Effective Date of this Contract shall be the date as signed by Jeanne Kuttel, Acting Manager for the Division of Engineering for the STATE.

In consideration of the mutual covenants and agreements herein contained, this Contract is subject to the conditions set forth below and is made with reference to the following facts:

1. a. GRANTOR is the owner of fee title of those certain real properties generally located:
  - (i) North of Interstate 80, SE of Tule Canal known as Assessor's Parcel Numbers: (APN's) 008-010-003 and 008-020-004, consisting of approximately 35.88 acres of land; and
  - (ii) off of Tule Jake Road, north of Interstate 80, APNs 014-600-073 and 014-600-074, consisting of approximately 299.19 acres of land; and
  - (iii) north of Interstate 80, east of County Road 30, Yolo County, California consisting of approximately 156.30 acres of land

each together with all improvements and fixtures thereon ("collectively the Properties"); and
- b. STATE desires to purchase from GRANTOR and GRANTOR desires to sell to STATE permanent non-exclusive flowage easements ("the Easements"), via Document Nos. YBSH-129, YBSH-134, and YBSH-169 (the Easement Deeds"), covering the entirety of the Properties, known to the STATE as DWR Parcel Nos. YBSH-129, YBSH-134 and YBSH-169 and more particularly described in the Easement Deeds, which shall be executed and delivered to Fahmi Kassis, Associate Right of Way Agent for the STATE.
- c. STATE requires the Easements for the purposes of seasonal floodplain fisheries rearing habitat and fish passage in the Yolo Bypass, a public use for which STATE may exercise the power of eminent domain. GRANTOR is compelled to sell, and STATE is compelled to acquire the Easements.
- d. Both GRANTOR and STATE recognize the expense, time, effort, and risk to both GRANTOR and STATE in determining the compensation for the Easements by eminent domain litigation; and the compensation set forth herein the Easements is in compromise and settlement in lieu of such litigation.
- e. The parties have herein set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for the Easements and shall relieve STATE

of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement.

2. STATE shall:

- a. Pay the sum of **\$657,000** for the Easements to the following title company: First American Title Company for the account of GRANTOR, Escrow Nos. 5405-6695136 (YBSH-129), 5405-6695211 (YBSH-134 Unit A), 5405-6695159 (YBSH-134 Unit B), 5405-6695206 (YBSH-169 Unit A), and 5405-6695209 (YBSH-169 Unit B) conditioned upon the Easements vesting in the STATE free and clear of all liens, leases, encumbrances, easements (recorded and/or unrecorded), assessments, and taxes, except:
    - (1) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - (2) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - (3) Easements or rights of way over said land for private, public, or quasi-public utility or public purposes that are within the Easement areas, if any.
  - b. Pay all expenses incidental to and necessarily incurred for the conveyance of the Easements to the STATE, including but not limited to recording fees, title insurance charges, reconveyance fees, trustee's fees, forwarding fees, and prepayment penalties.
  - c. Have the authority to deduct and pay from the amount shown on Paragraph 2.a above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow, and an amount to satisfy the requirements of Section 18662 of the California Revenue and Taxation Code.
3. Pursuant to Section 1263.025 of the Civil Code of Procedure, GRANTOR is entitled to obtain independent appraisals for each easement and to be reimbursed for the actual reasonable cost of the appraisal up to \$5,000 for each appraisal if certain conditions are met. For further information on the requirements for reimbursement, GRANTOR may contact Fahmi Kassis, Associate Right of Way Agent for the STATE.
  4. In accordance with Section 18662 of the California Revenue and Taxation Code, GRANTOR hereby acknowledges and understands that an amount equal to 3½ percent of the purchase price in Clause 2.a above may be withheld in escrow for tax purposes.
  5. Title to the Easements shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the sole responsibility of STATE.
  6. GRANTOR warrants that there are no oral or written leases on all or any portion of the Properties exceeding a period of one month, and GRANTOR further agrees to protect, defend, indemnify, and hold harmless STATE and reimburse STATE for any and all of its losses and expenses occasioned by reason of any lease of the Properties held by any tenant of GRANTOR for a period exceeding one month, except as may be otherwise provided herein.
  7. The undersigned GRANTOR hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
  8. To the best of GRANTOR's knowledge and after reasonable inquiry, GRANTOR represents and warrants the following:

During the GRANTOR's ownership of the Properties, there have been no disposals, releases, or threatened releases of hazardous substances on, from, or under the Properties. GRANTOR further represents and warrants that GRANTOR has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Properties which may have occurred prior to GRANTOR taking title to the Properties. There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on the Properties.

GRANTOR has not used the Properties for any industrial operations that use hazardous substances. GRANTOR is not aware of any such prior use of the Properties.

GRANTOR has not installed any underground storage tanks, aboveground storage tanks, barrels, sumps, impoundments, or other containers used to contain hazardous substances on any part of the Properties. GRANTOR is not aware of any such prior installations.

For the purposes of this paragraph, the term "hazardous substances" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" in the regulations implementing the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 USC §6901, et seq.), or other federal or State law, or any other substance, chemical, material, or waste product whose presence, nature, or quality is potentially injurious to the public health, safety, welfare, the environment, or the Properties. The term "reasonable inquiry" shall mean a thorough examination of the Properties and all records of the Properties, and any examination that GRANTOR was legally obligated to conduct as a result of any judicial or administrative order, or federal or State law.

The acquisition price of the Easements being acquired reflects the fair market value of the Properties without the presence of hazardous substances. If the Properties is found to be contaminated by a hazardous substance which may require remediation under federal or State law, STATE may elect to recover its clean-up costs from those who caused or contributed to the contamination.

9. This Contract may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.
10. Each party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out their respective obligations under this Contract.
11. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. This Contract may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (.pdf) version by email and such electronic signature(s) shall be deemed as original for purposes of this Contract and shall have the same force and effect as a manually executed original.
13. PHASE I – ENVIRONMENTAL Site ASSESSMENT REPORT: STATE's obligation to consummate the purchase of the Easements is subject to the completion and approval by the STATE (which completion will not be unreasonably delayed and approval will not be unreasonably withheld) of a Phase I – Environmental Site Assessment Report which concludes that the assessment has revealed no evidence of any recognized adverse environmental conditions, including but not limited to the presence of hazardous material in connection with the Properties. STATE may, at its own discretion, waive this condition in writing.

The foregoing representations and warranties shall survive the close of escrow and shall remain in full force and effect for the duration of the Easements and shall accrue for the benefit of STATE and its successors and assigns.

This Contract is subject to the approval of the State of California Department of General Services

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN SHALL BE RECOGNIZED.

IN WITNESS WHEREOF, the parties have executed this contract.

GRANTORS: Swanston Properties, a general partnership, as to an undivided 37.5% interest; Upper Swanston Ranch, a California Corporation as to an undivided 55% interest; and G. Erline Linggi, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest

Swanston Properties:

\_\_\_\_\_  
Mr. Matthew Swanston, Managing Partner

Date: \_\_\_\_\_

Upper Swanston Ranch

\_\_\_\_\_  
Mr. Dave Higgins, Managing Partner

Date: \_\_\_\_\_

Trustee under the will of Marilyn J. Linggi

\_\_\_\_\_  
G. Erline Linggi, Trustee

Date: \_\_\_\_\_

#### CONSENT OF TENANTS

We, the Tenants of land described in this contract and/or said deed under lease with lessor, whose name is subscribed to this contract as Grantor, do hereby consent to the execution of said contract and agree that all money payable shall be paid to said Grantor as herein set forth.

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

#### DEPARTMENT OF WATER RESOURCES of the State of California

#### APPROVAL RECOMMENDED:

\_\_\_\_\_  
Fahmi H. Kassis Date  
Associate Right of Way Agent

\_\_\_\_\_  
Tawny Por Date  
Senior Right of Way Agent

\_\_\_\_\_  
Linus A. Paulus, Manager Date  
Acquisition and Appraisal Section

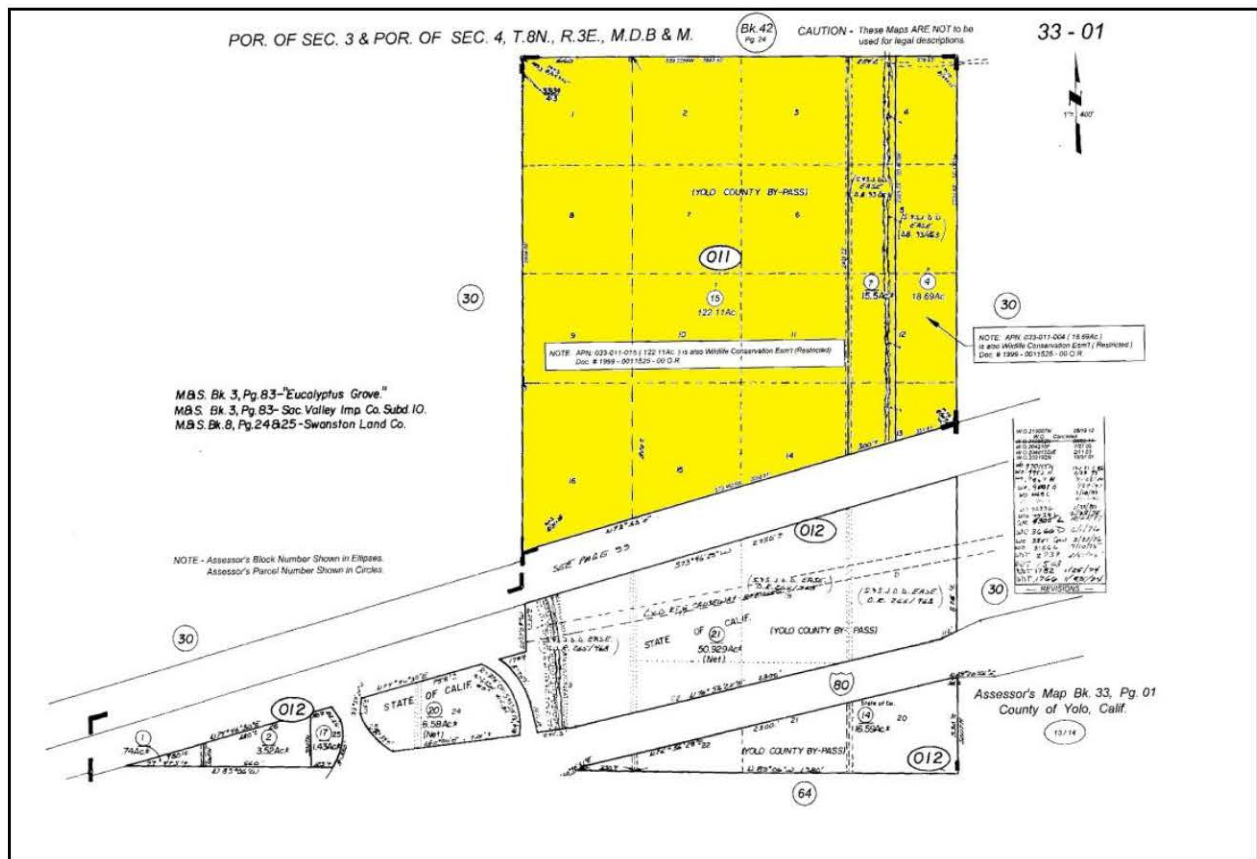
\_\_\_\_\_  
Angelica Aguilar, Manager Date  
Real Estate Branch

#### APPROVED:

\_\_\_\_\_  
Jeanne Kuttel, Acting Manager  
Division of Engineering

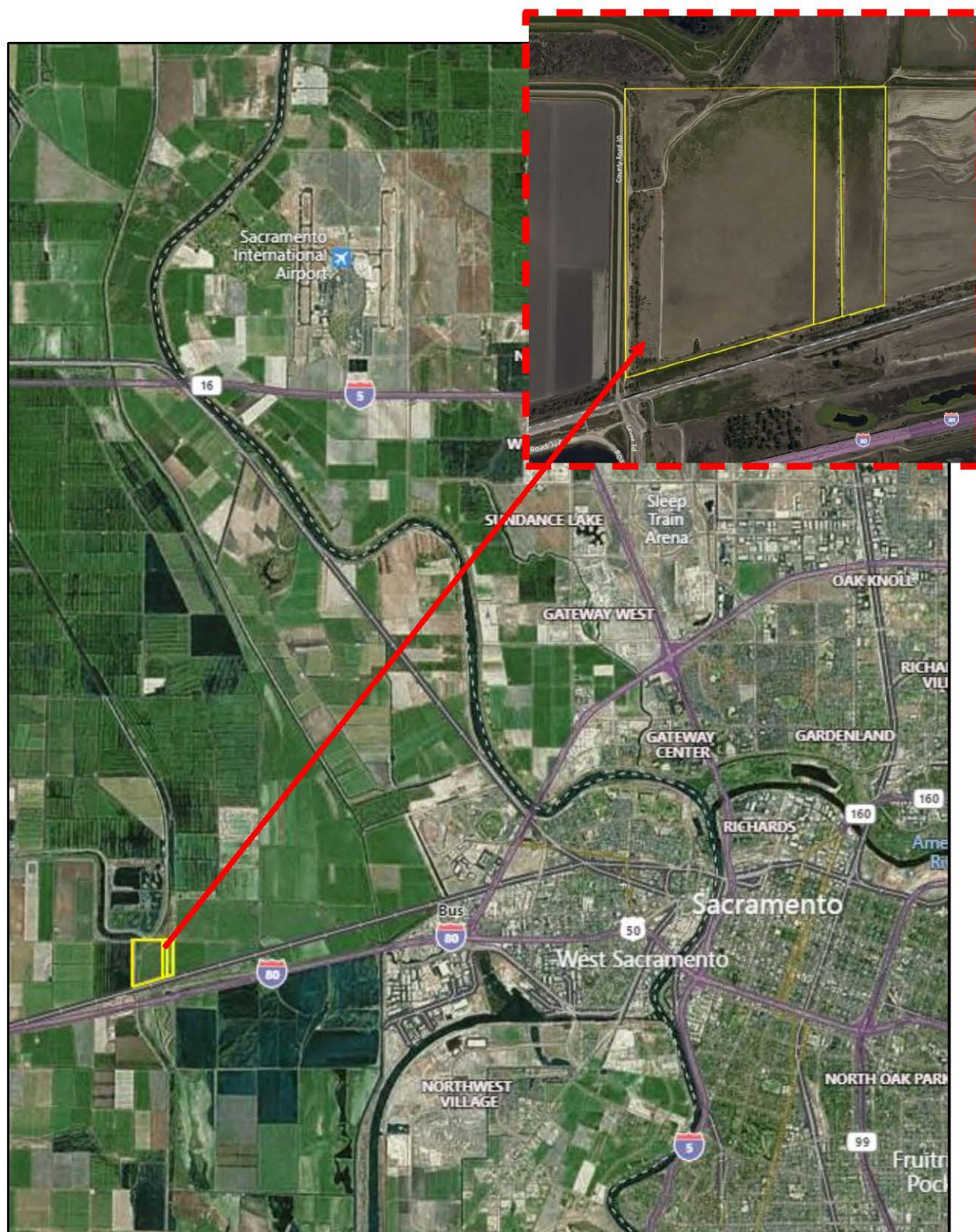
Date: \_\_\_\_\_

## ASSESSOR'S PARCEL MAP





## AERIAL PHOTOGRAPH

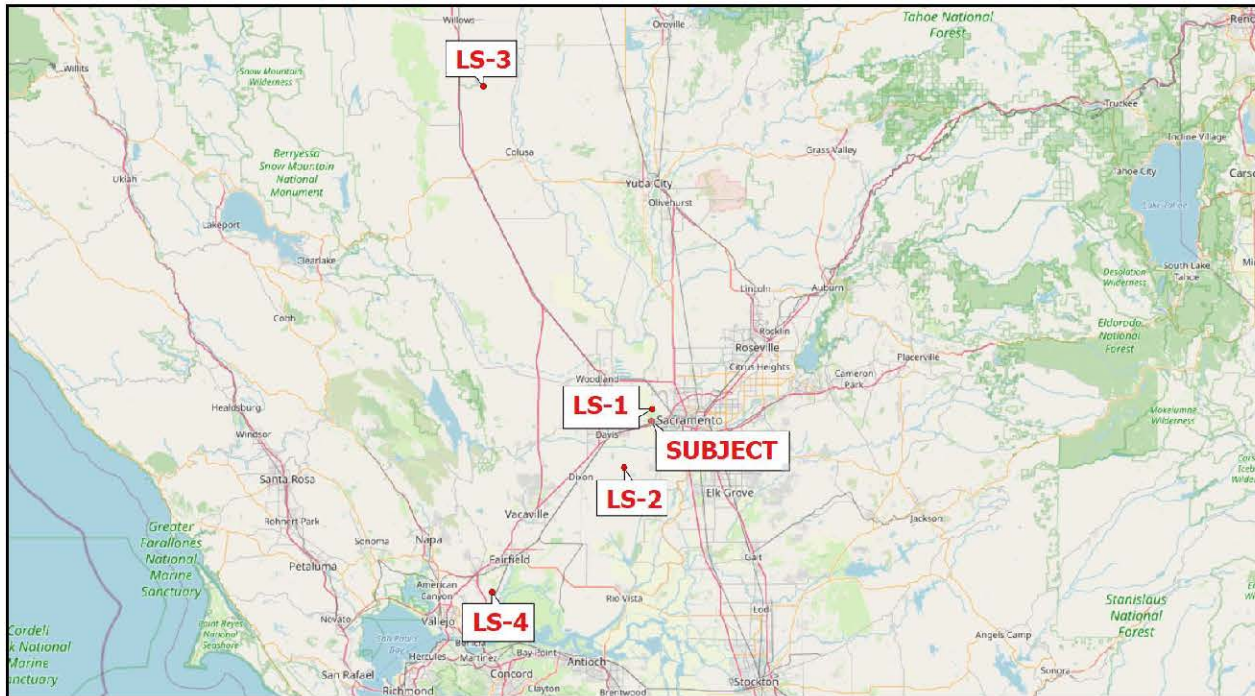




## COMPARABLE LAND SALES SUMMARY TABLE AND MAP

Sale #	Location	Seller	Sale Date	Sale Price	Flood Zone	Size Acres	Price / AC
DC #	APN No. (s)	Buyer	Doc #				
LS-1 6092	West of Tule Canal, north of Interstate 80, Yolo County, CA"	Swanston Properties et al. Wooden Decoy, LLC	3/4/2021 0008945	\$2,064,500*	AE	382.74±	\$5,394
	APN: 042-340-002						
LS-2 6105	East of Hyde Road, west of CR 105, north of Hackman Road Yolo County, CA	The Beale Family Living Trust The Moehring Family Trust	6/5/2020 0016415	\$140,000	AE	40.00±	\$3,500
	APN: 033-150-003						
LS-3 6106	West of 4 Mile Road, near Provident Central Canal Colusa County, CA	Landini Revocable Trust Wayside Property Inc (50%) and SACK Investors, LLC (50%)	11/1/2018 0003519	\$485,000	A	63.31±	\$7,661
	APN: 012-100-082						
LS-4 3073	Good Year Road, Suisun City Solano County, CA	Marshview Duck Club LLC Eric Piziali	2/2/2018 007547	\$850,000	AE	146.00±	\$5,822
	APNs: 046-100-250, 046-100-240, 046-100-110						
SUBJECT	East of County Road 30, north of Interstate 80 Yolo County, CA	--	--	--	Zone AE	156.30±	--
	APNs: 033-011-015, -007, -004						

\*Includes \$250,000 contributed by buyer in form of lease rate over five-year lease term



## DISCUSSION OF SALE COMPARABLES

This analysis identifies the similarities and differences between subject and comparable properties. The primary elements of comparison include property rights, financing terms, conditions of sale (motivation), market conditions (sale date), and physical characteristics (e.g., zoning, utilities, site improvements, location, access, etc.). Additional elements of comparison are the flood characteristics, access to irrigation equipment ability to manage flooding and water on site to create ideal hunting habitat. Additionally, number of blinds, quality of blinds, and amenities on the properties are also considered important to the value of a duck hunting property. The sales selected for comparison are considered the best available.

Duck club properties traditionally with the site improvements of duck blinds, clubhouses, and water management equipment. If the duck club includes a clubhouse, it frequently transacts at the top of the range. Often, the value of the blinds and other structural improvements is inherent in the value of the land. The contributory value of the site improvements is above and beyond the actual cost to replace these improvements. As such, it is not necessary to separate the value of the improvements from the land. Because of this innate relationship, the cost of the duck blinds on-site is included with the land valuation.

The quantitative adjustment process involves comparing two or more market sales to develop a value for each property characteristic to be applied to the sales for the derivation of indicated values of the larger parcel. Due to the imperfect nature of this process and lack of sufficient data, we have elected to employ a qualitative analysis process. We will analyze comparable sales and identify whether their characteristics are inferior, superior, or similar to the larger parcel. Reliable results can usually be obtained by bracketing the larger parcel or reminder parcels between superior and inferior comparable sales. This analysis identifies the similarities and differences between subject and comparable properties.



### **Comparable Land Sale No. 1**

This was the sale of 382.74 acres of agricultural fallow land. The property was purchased for use as a duck club in March of 2021 for \$2,064,500, or \$5,394 per acre. The buyer had been leasing the property for five years at \$50,000 per year prior to purchasing the site from the sellers. The lease amounts were applied to the total purchase price. The site has some duck blinds at the time of sale, however, the property needed to have various

wells repaired and the blinds were not in good condition. The buyer has since repaired the wells, installed five floating blinds and five floating tank blinds, installed a seasonal mobile home clubhouse, planted



habitat grasses, installed various roadways, added a conservation easement, and installed a water pump system. The property has access to irrigation district water and is located within a flood zone AE, with 1% annual chance flooding.

This property is similar to the subject in regard to flood zone, water access, and location. However, the blinds and water management equipment were in poor condition at the time of sale, an inferior characteristic compared to the subject. Overall, this sale is considered slightly inferior to the subject property and indicates a value above \$5,394 per acre.

### Comparable Land Sale No. 2

This is the sale of a 40-acre parcel located in Yolo County. The property sold in June of 2020 for \$140,000, or \$3,500 per acre. This parcel has no direct public street frontage, but access is provided from neighboring parcels along Hyde Road, and County Road 105. Although a car could be driven along these private access-roads, the best way to access the property was via an ATV, and nearby car parking was minimal. The



property is currently used for duck hunting. The property was utilized as a duck club, hunting ground, fishing ground, and camping ground by the sellers. This property was identified as being a prime dove hunting ground as well due to the nearby orchards. Water to the property is provided via the Reclamation District, and there is no pump system on the site to move the water around from one ponding area to the other. The property sale included five double blinds, and one four-man blind (six total blinds allowing for 14 hunters at a time). The property is fully located in FEMA Flood Zone AE, and according to the seller, it is a constant wetland area.

This property is similar to the subject in regard to flood zone and location. However, the property does not have a water management system and did not have good vehicular access. Roadways used for access were not on easement but instead just agreed between owners on a "handshake deal." Overall, due to the lack of water management equipment and the inferior access, the property is considered far inferior to the subject and indicates a value well above \$3,500 per acre.



### Comparable Land Sale No. 3

This is the sale of a 63.31-acre parcel located on the west of 4 Mile Road, east of the Provident Western Canal, between Maxwell and Princeton in Colusa County, California. The property sold in November of 2018 for \$485,000, or \$7,661 per acre. This property is triangular in shape and is accessed via an access easement from the property to the south (servient tenement APN: 012-100-012). The property had been in the seller's family for

over 65 years and was considered to have very good hunting (over 3.4 birds per person per hunting session). The property was utilized as a duck club for many years and had three double blinds that were in good condition (allowing six hunters at a time). Additionally, this property had a clubhouse that was in good condition. The water to this property was provided via the water district and natural flooding. The property is zoned RM for Resource Management in Colusa County and has a general plan land use designation of AG- Duck Club. The property is in Flood Zone A. The property was sold to another duck hunter who will utilize the property as a duck-hunting club.

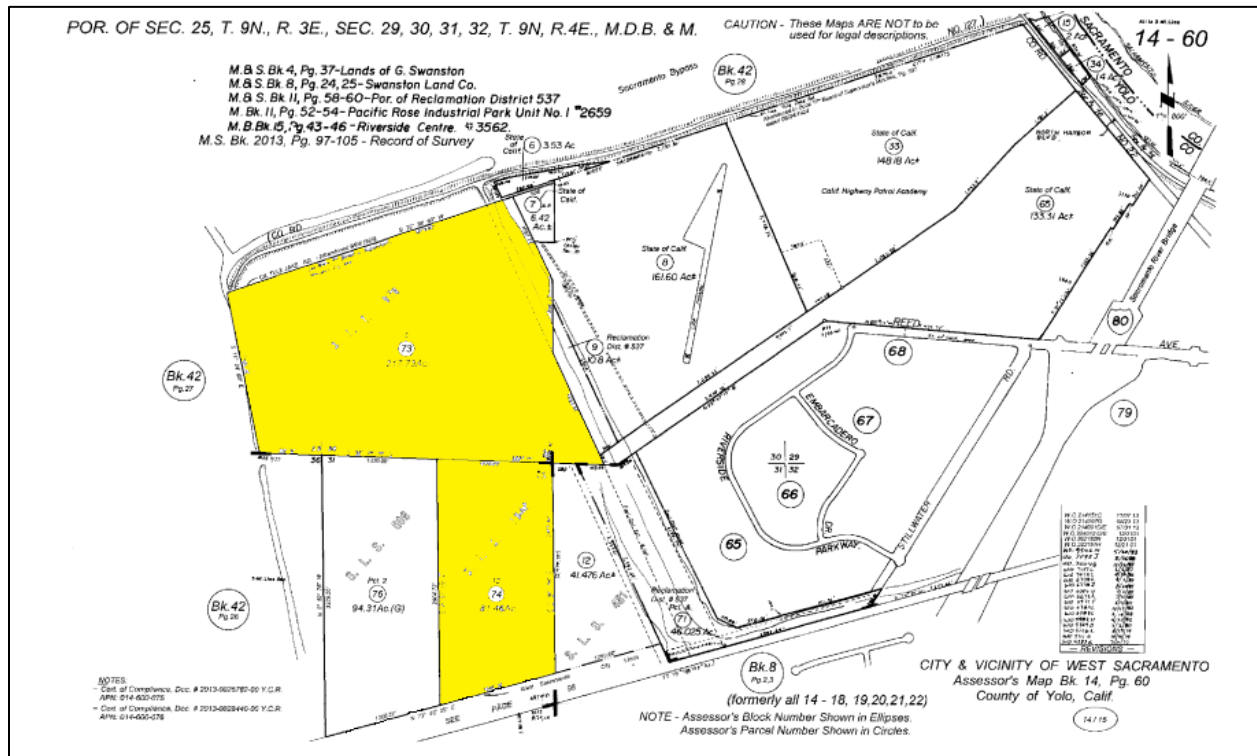
This property is similar to the subject in flood zone and water access. However, the property is superior to the subject regarding location, being in Colusa County, which is known for its superior hunting areas. Additionally, the property is improved with a clubhouse in good condition, which contributed value to the sale. Overall, the sale is considered far superior to the subject and indicates a value below \$7,661 per acre.

### Comparable Land Sale No. 4

This is the sale of a 146-acre duck club located off Goodyear Road in the Suisun Marsh. The property sold in February of 2018 for \$850,000, or \$5,822 per acre. The listing broker reported that the sale was at market and that it was an all-cash transaction. The property was improved with a clubhouse, barn, and storage shed at the time of sale. The site also had four duck blinds, a well with non-potable water, and a septic system. Electricity was hooked into the site. The broker reported that the improvements were in good condition at the time of sale and that the levees on site were also in good condition. The buyer intends to continue using the property as a duck club. The site is accessed by a gravel road and across a small slough but is overall considered fairly direct.

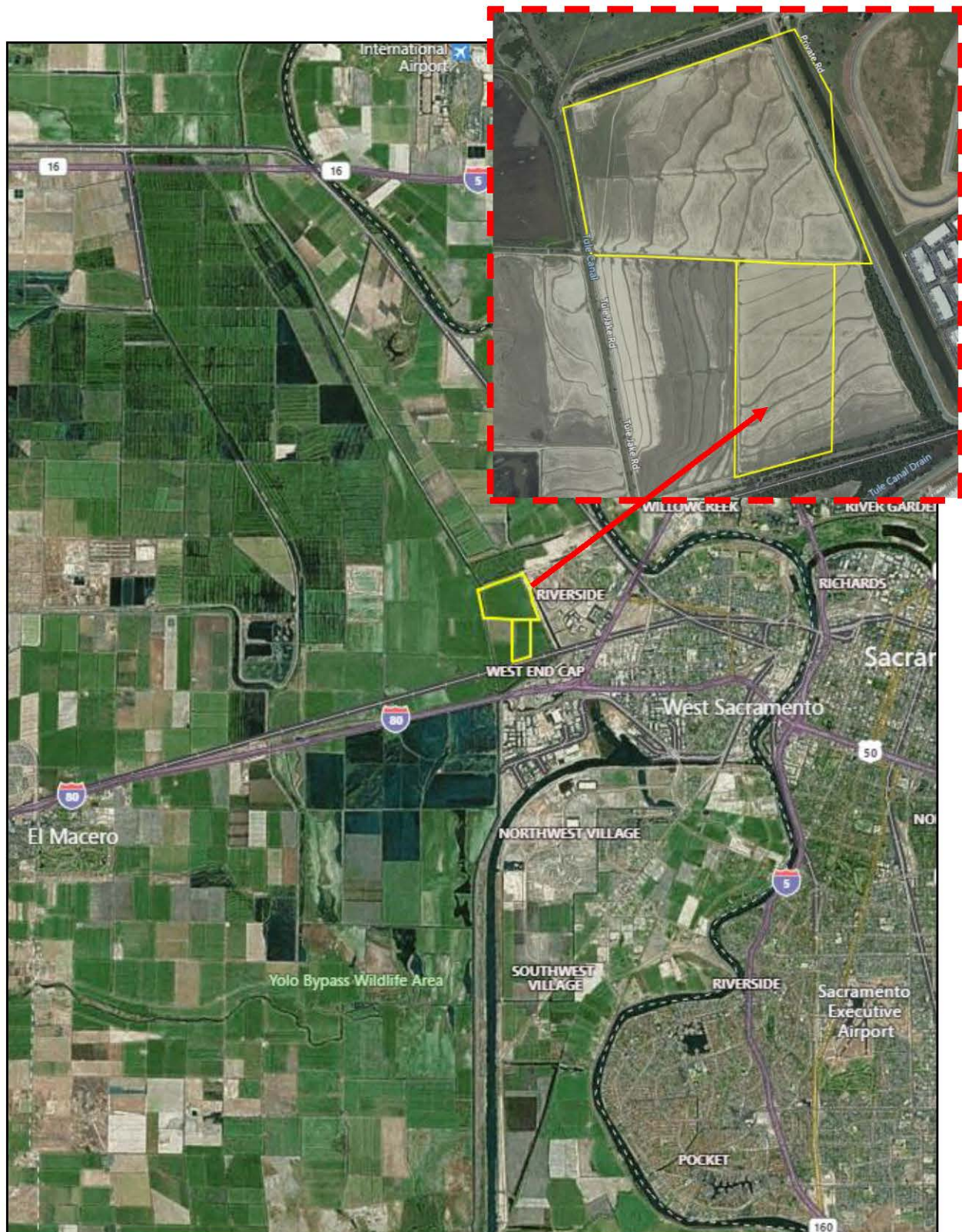


## ASSESSOR'S PARCEL MAP





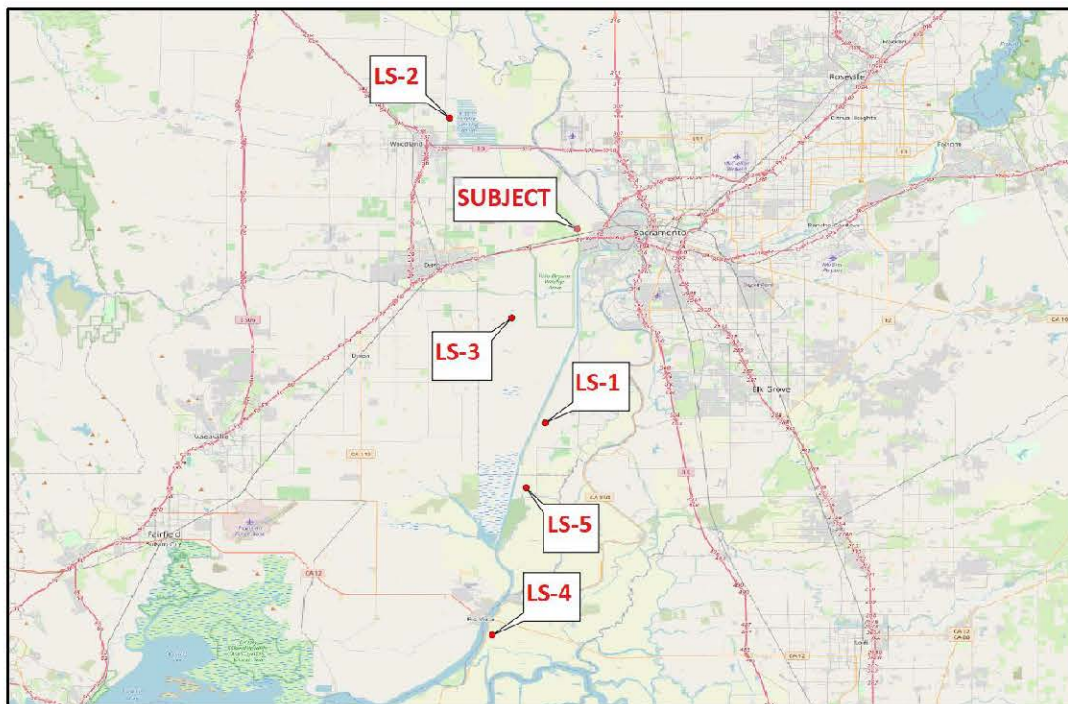
## AERIAL PHOTOGRAPH





### COMPARABLE LAND SALES SUMMARY TABLE AND MAP

Sale #	Location	Seller	Sale Date	Sale Price	Flood Zone	Size Acres	Price / AC
DC #	APN No. (s)	Buyer	Doc #				
LS-1 6089	38883 Z Line Road Clarksburg, California APNs: 043-130-037 and -040	WONG, KWAN YIN; WONG, MUN YIU VKR FARMS LLC	8/9/2021 0030038	\$1,850,000	A	167.67±	\$11,034
LS-2 3871	SEC of County Road 102 and 18B Yolo County, California APNs: 027-210-025 and -023	Microp Limited G Estates LLC	6/11/2021 0022883	\$4,200,000	AE	325.93±	\$12,886
LS-3 6090	SEC of County Road 106 and Road 36, Yolo County, California APNs: 033-130-020, 033-150-025, -042, & -043	ABS Sourthport II, LLC Purewall (50%) and Hundal (50%)	4/8/2021 0013991	\$2,800,000	AE	436.90±	\$6,409
LS-4 5872	East Side of State Highway 160 Isleton, California APN: 157-0110-056	The Cheryl A Emmolo Grandchild GST Exempt Trust Rajni Devi	08/01/2019 08010113	\$175,500	Zone AE	23.27	\$7,542
LS-5 5425	State Route 84, Oxford, Solano County, California APNs: 0042-200-040, 050 and -170	Albert J Martinelli Revocable Trust Lasalle, Robert J	6/18/2019 0003857	\$2,900,000	Zone AE	361.00±	\$8,032
<b>SUBJECT</b>	Tule Jake Road Yolo County, California APN: 014-600-073, -074	--	--	--	Zone AE	299.19±	--



## DISCUSSION OF SALE COMPARABLES

This analysis identifies the similarities and differences between subject and comparable properties. The primary elements of comparison include property rights, financing terms, conditions of sale (motivation), market conditions (sale date), and physical characteristics (e.g., zoning, utilities, site improvements, location, access, etc.). Additional elements of comparison are the flood characteristics, access to irrigation equipment and water, and soil quality. It is noted that market participants generally view agricultural properties of large acreages similar in size even when differing by 100± acres, due to the decreasing percentage difference when contemplating properties hundreds of acres in size. The larger parcel has a rail line on it, which travels east to west across the southern boundary. This is not considered influential in the valuation analysis, as the rail line is on the periphery of the site and does not impact the farming activity. The sales selected for comparison are considered the best available.

The quantitative adjustment process involves comparing two or more market sales to develop a value for each property characteristic to be applied to the sales for the derivation of indicated values of the larger parcel. Due to the imperfect nature of this process and lack of sufficient data, we have elected to employ a qualitative analysis process. We will analyze comparable sales and identify whether their characteristics are inferior, superior, or similar to the larger parcel. Reliable results can usually be obtained by bracketing the larger parcel or reminder parcels between superior and inferior comparable sales. This analysis identifies the similarities and differences between subject and comparable properties.



### Comparable Land Sale No. 1

This is the sale of 167.67± acres of irrigated crop land located in Clarksburg. The property transacted for \$1,850,000 or \$11,034 per acre. The listing agent indicated there were no sales conditions and the purchase was financed via a conventional loan. The property had previously been farmed for the past 10 years as organic row crops and the incoming buyer planned to continue this use. A premium was paid for the organic farming history. The

property was irrigated via the local irrigation district and was within the 100-year floodplain. There was a mobile home that transferred with the property, but the agent indicated no value was attributed to the structure. The property has been in the Williamson Act and consequently has lower taxes which was reportedly a selling point. Finally, the agent mentioned that there was a \$200,000 clean-up cost for plastic left on the property from the previous owner's operation. This cost was factored into the sales price and does not need to be deducted again. The property has 100% Class III irrigated soils.



While the comparable sale is similar to the subject in size, the property is superior in regard to irrigated soil class and the organic farming history, which was a selling point for the buyer. Overall, the sale is considered superior to the subject, and indicates a value below \$11,034 per acre.

### Comparable Land Sale No. 2

This is the sale of 325.90± acres of a row crop farm located in Woodland, California. This property is located on the east side of County Road 102, and north of County Road 20. The sale price of this property is at \$4,200,000, or approximately \$12,886 an acre. There were no sales conditions involved with this deal and it was financed with a conventional loan. The property is currently planted with 120 acres of alfalfa, and 60 acres of tomatoes; however, the buyer hopes to plant the property to an orchard. The rest of the property is not planted and is considered unfarmable due to drain seepage. The property has two operating deep wells with electric motors and turbine pumps. The first well has an estimated yield of 4,000 gallons per minute, while the second well has an estimated yield of 2,000 gallons per minute. There is a lease on the farm which runs year-to-year. The property is located in flood zone AE, subject to 1% annual chance flooding, with Base Flood Elevations determined. The property consists of 100% Class II irrigated soils.



The property is similar to the subject in flood zone, as well as zoning and location. However, the property is superior in irrigation, having access to two agricultural wells, as well as in regard to soil class, having 100% class II irrigated soils. Additionally, the property was purchased for orchard development. Overall, the property is considered superior to the subject, indicating a value below \$12,886.



### Comparable Land Sale No. 3

This is the sale of 436.9± acres of row crop land located in Yolo County near Davis. The property sold on 4/8/2021 for \$2,800,000 or \$6,409 per acre. The listing agent reported no sales conditions or atypical financing. The incoming buyer wanted to plant an orchard, but it was considered a high-risk venture, considering the property had soils with a high concentration of boron content coupled with flood issues. There was an old AG well on the

property, but the agent said it needed significant work and implied the buyer might need to drill a new one. There was a conservation easement over the property that prevented urban development. The listing agent reported that an extensive search was done for the typical flood easement that properties in the bypass have and no evidence of such an easement was found. As such the buyer planned to proceed with the plan to plant an orchard even considering the physical impediments. The property lies within a flood zone AE, subject to 1% annual chance flooding, with Base Flood Elevations determined. The property consists of 33.8% Class I irrigated soils, 19.1% Class II irrigated soils, and 11.1% Class IV irrigated soils.

This property is similar to the subject in flood zone, zoning, and location. While the property has higher irrigated capability soils class compared to the subject, the broker reported that the high boron content could be a detriment to the potential plantings. Additionally, the property has inferior water access, with a defunct agricultural well. Overall, the comparable is considered inferior to the subject, indicating a value higher than \$6,409 per acre per acre.

#### Comparable Land Sale No. 4

This is a sale of 23.27 acres of land located on the east side of the State Highway 160 near Isleton (across the river from Rio Vista) in Sacramento County. This property is accessed only via an easement located on the parcel north (16983 State Highway 160). This property is a long thin strip of land that has a width of 260± linear feet. There were portions of this property that were unfarmable due to winter flooding located on the western side of the parcel, as well as two ponding areas (one in the center, and one on the east side of the parcel). Based on aerial measurements, the portion of the property outside of the flooded areas totals 18.12 acres (78% farmable). This 18.12 acres of the property has historically been farmed to row crops, which is what the buyer also planned to do. The property reportedly had riparian rights from the Sacramento River, and water was supplied via a pump system. The property had electricity plumbed in, in order to utilize the pump. The property is zoned AG-20, for agricultural properties of 20 acres in size. The property is fully in Flood Zone AE, and has 55.3% Class 2 soils, and 44.7% Class 1 soils (weighted average of 2.553). This property transacted August 1, 2019 for \$175,000 or \$7,542 per acre).



This sale is overall similar in zoning, general plan, and FEMA Flood Zones. Although the property is partially non-farmable, this is offset by the superior soils, with a 2.55 weighted average. The comparable sale is significantly smaller than the subject (indicating a higher unit value); however, this is offset by the superior capability of the subject for potential cannabis use. Overall, the comparable sale has offsetting characteristics, and a value near \$7,542 per acre is appropriate.



### Comparable Land Sale No. 5

This comparable is located on the westside of Highway 84 at the T-junction with Oxford Road, approximately one half-mile south of the Solano-Yolo County line. The 361.06-acre property sold in June 2019 for \$2,900,000 or \$8,032 per acre. There were no atypical sale conditions per the listing broker. The land has historically been farmed to various irrigated row crops, most recently alfalfa and tomatoes. Water is provided by RD-900, and soils consist

of 100% Class II irrigated soils. While a residence was leased for \$900 per month, the broker said it didn't contribute value to the sale. The land is not considered permanent planting adaptable as the water table is high in the spring, which also interferes with use of heavy equipment. The site is located within a flood zone AE, subject to 1% annual chance flooding, with Base Flood Elevations determined.

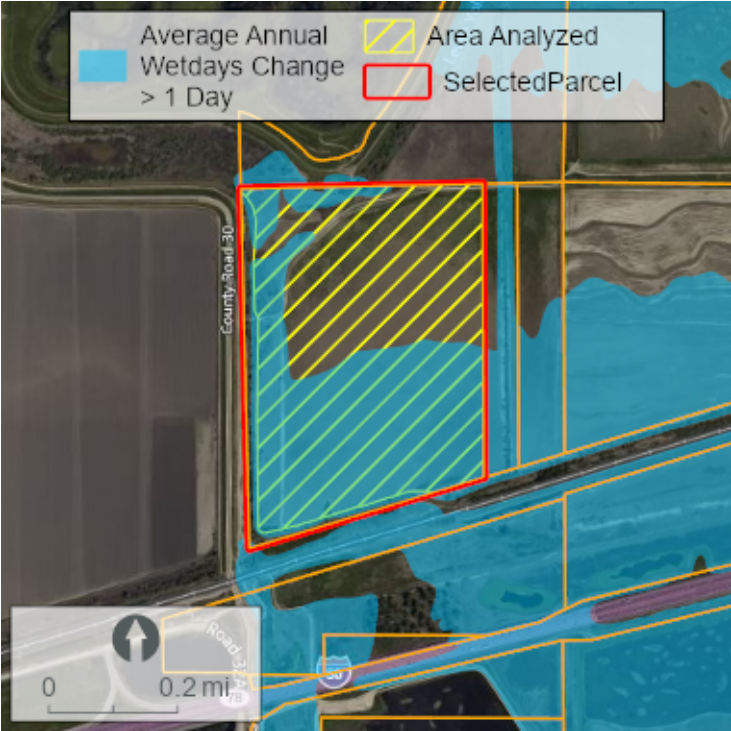
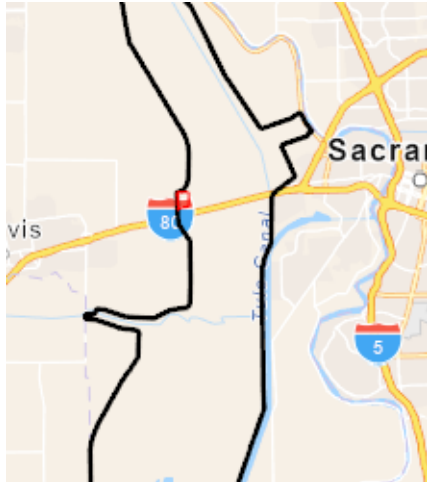
This sale is similar to the subject in zoning, use, and flood zone. While the sale is older, the property has superior soil quality compared to the subject. Overall, the superior soils indicate a value below \$8,032 per acre for the subject property.



# Yolo Bypass Big Notch Project

APN: 033-011-015  
Owner: UPPER SWANSTON RANCH, INC.

Parcel area: 120.9 acres  
Area within YB: 112.4 acres  
Annual wetted-days  
Current: 34.9  
Project: 38.3  
Change: 3.4



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	05-24	05-24	59	64	0.0	4.5	4.4
1998	06-17	06-17	106	107	0.0	3.3	3.3
1999	04-20	04-20	68	68	0.0	1.2	1.2
2000	06-14	06-14	44	44	0.0	2.8	2.8
2001	03-07	03-07	9	9	0.0	0.4	0.3
2002	06-09	06-09	18	22	0.1	0.5	0.5
2003	05-21	05-21	23	32	0.1	0.5	0.5
2004	03-14	03-14	28	36	0.1	2.7	2.5
2005	05-25	05-25	40	44	0.0	0.5	0.5
2006	05-06	05-06	102	108	0.0	3.3	3.2
2007	12-04	12-04	3	3	0.0	0.4	0.4
2008	02-04	02-05	10	12	0.0	0.6	0.6
2009	03-04	03-04	5	5	0.0	0.3	0.3
2010	04-14	04-14	8	15	0.1	0.5	0.5
2011	04-11	04-11	32	40	0.0	2.8	2.7
2012	03-29	03-29	4	4	0.0	0.3	0.3

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

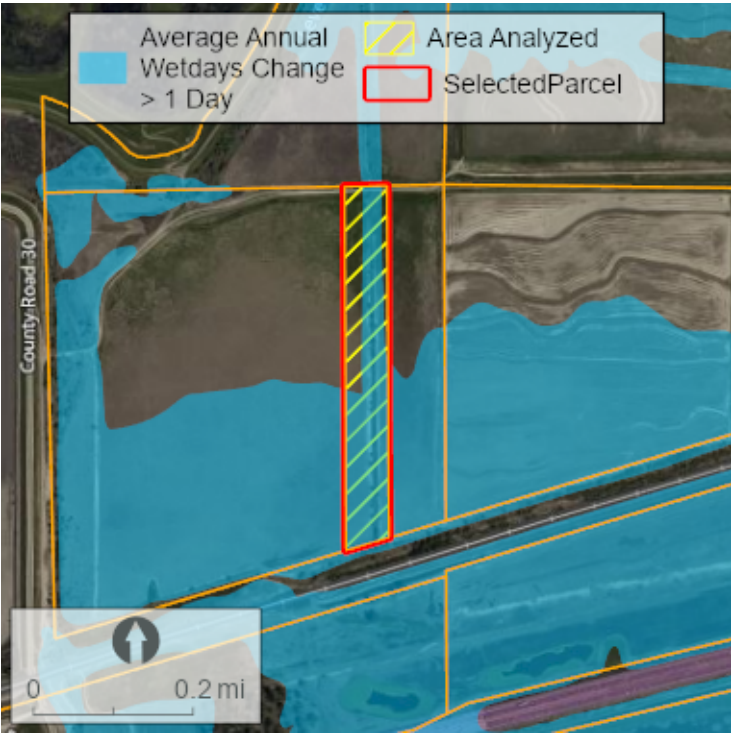
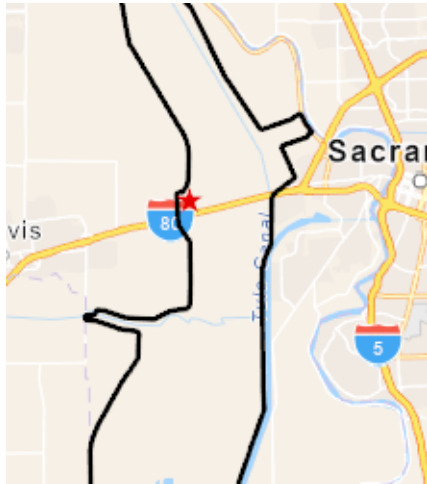
<sup>2</sup> Daily change is calculated for pixels and then averaged and may not be equal to project - current

	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November	0.3	0.3	0.0	0.0	98.1	98.1	1.6	1.6	0.2	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
December	1.3	1.2	2.7	3.4	90.2	89.0	4.2	4.9	2.0	2.2	1.1	1.3	0.7	0.7	0.9	0.9	1.0	1.0
January	3.7	3.4	6.6	8.8	76.7	73.7	5.1	6.4	3.0	3.7	2.0	2.5	1.5	1.7	2.3	2.4	9.4	9.5
February	3.2	3.2	7.7	8.1	71.9	71.0	5.9	6.1	3.1	3.4	2.0	2.2	1.5	1.5	2.9	2.9	12.8	12.9
March	2.2	2.2	10.1	10.2	68.8	68.3	7.2	7.2	4.7	4.8	3.1	3.3	2.5	2.5	3.6	3.6	10.1	10.2
April	2.3	2.3	6.2	6.2	79.9	79.9	6.1	6.2	3.2	3.2	1.9	1.9	1.5	1.5	2.0	2.0	5.4	5.4
May	0.6	0.6	0.9	0.9	92.1	92.0	4.6	4.6	1.6	1.7	0.9	0.9	0.4	0.4	0.4	0.4	0.1	0.1
June	0.5	0.5	0.7	0.7	92.8	92.8	4.5	4.5	1.5	1.5	0.7	0.7	0.3	0.3	0.2	0.2	0.0	0.0

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

# Yolo Bypass Big Notch Project

APN: 033-011-007  
Owner: SWANSTON PROPERTIES  
Parcel area: 15.5 acres  
Area within YB: 15.5 acres  
Annual wetted-days  
    Current: 31.5  
    Project: 34.9  
    Change: 3.4



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	05-24	05-24	59	64	0.1	4.8	4.6
1998	06-17	06-17	99	101	0.0	3.6	3.6
1999	04-20	04-20	61	63	0.1	1.4	1.4
2000	03-29	03-29	38	39	0.0	3.1	3.1
2001	03-06	03-06	6	6	0.0	0.5	0.5
2002	01-11	01-14	14	18	0.1	0.6	0.6
2003	05-15	05-15	21	30	0.1	0.6	0.6
2004	03-14	03-14	28	36	0.1	2.9	2.7
2005	05-25	05-25	25	28	0.0	0.6	0.6
2006	05-06	05-06	101	106	0.0	3.4	3.4
2007	12-03	12-03	2	2	0.0	0.4	0.4
2008	02-04	02-04	8	9	0.0	0.6	0.6
2009	03-04	03-04	3	4	0.0	0.4	0.4
2010	02-06	02-06	6	12	0.2	0.5	0.5
2011	04-11	04-11	31	39	0.1	3.0	2.9
2012	03-29	03-29	2	2	0.0	0.4	0.4

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

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

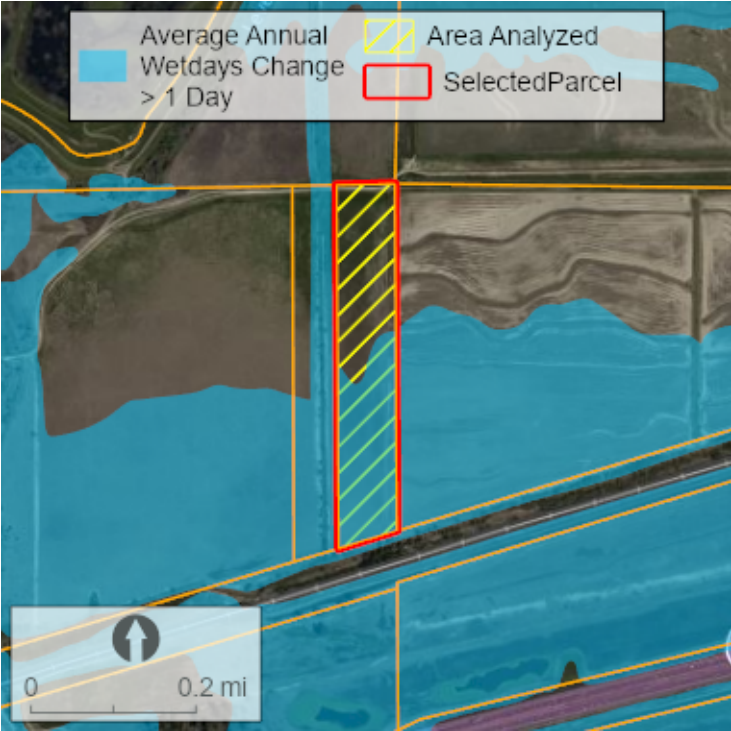
	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November	0.4	0.4	0.0	0.0	97.3	97.2	1.8	1.8	0.6	0.6	0.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0
December	1.6	1.6	2.4	3.2	90.9	89.5	3.1	3.5	1.8	2.0	1.1	1.2	0.7	0.8	1.1	1.3	1.4	1.5
January	4.0	3.7	6.4	8.5	77.2	74.5	3.4	4.5	2.6	3.2	2.1	2.2	1.8	1.9	2.9	3.3	10.0	10.4
February	3.5	3.5	7.2	7.5	73.2	71.8	3.7	3.9	2.9	3.1	2.2	2.5	1.6	1.9	3.0	3.3	13.3	13.5
March	2.5	2.5	9.4	9.6	71.7	70.8	4.6	4.8	4.0	4.1	2.9	3.1	2.3	2.4	3.6	3.8	11.0	11.1
April	2.7	2.7	4.9	5.0	82.0	81.8	3.4	3.4	2.6	2.6	2.0	2.1	1.6	1.6	2.5	2.5	5.9	5.9
May	0.8	0.8	0.7	0.8	92.5	92.2	2.4	2.4	1.9	1.9	1.5	1.6	0.8	0.9	0.7	0.8	0.2	0.2
June	0.6	0.6	0.4	0.4	93.1	93.1	2.4	2.4	1.9	1.9	1.4	1.4	0.6	0.6	0.6	0.6	0.1	0.1

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# Yolo Bypass Big Notch Project

APN: 033-011-004  
Owner: UPPER SWANSTON RANCH, INC.

Parcel area: 19.7 acres  
Area within YB: 19.7 acres  
Annual wetted-days  
Current: 28.6  
Project: 31.7  
Change: 3.1



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	05-24	05-24	56	60	0.0	4.8	4.6
1998	06-06	06-06	89	93	0.0	3.6	3.6
1999	04-20	04-20	50	52	0.1	1.4	1.4
2000	03-29	03-29	38	38	0.0	3.3	3.3
2001	03-06	03-06	4	4	0.0	0.4	0.4
2002	01-10	01-13	11	17	0.1	0.5	0.5
2003	05-15	05-15	20	26	0.1	0.5	0.5
2004	03-14	03-14	28	34	0.1	3.0	2.8
2005	05-25	05-25	19	22	0.0	0.6	0.6
2006	05-05	05-05	100	105	0.0	3.5	3.4
2007			0	0	-0.0	0.3	0.3
2008	02-04	02-04	6	7	0.0	0.6	0.6
2009	03-04	03-04	3	3	0.0	0.3	0.3
2010	01-27	01-31	4	11	0.2	0.5	0.5
2011	04-11	04-11	28	33	0.1	3.1	2.9
2012	03-29	03-29	2	2	-0.0	0.2	0.2

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

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

	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November	0.2	0.2	0.0	0.0	100.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
December	1.7	1.6	2.2	2.5	94.3	93.4	2.0	2.4	1.1	1.5	0.6	0.7	0.4	0.4	0.5	0.6	1.0	1.0
January	4.1	3.7	6.0	7.9	81.2	78.3	3.2	4.3	1.8	3.0	1.4	1.7	1.2	1.3	2.0	2.0	9.3	9.4
February	3.6	3.6	6.6	7.0	77.4	76.5	3.2	3.5	1.8	2.0	1.4	1.5	1.1	1.2	2.4	2.4	12.7	12.7
March	2.5	2.5	8.8	9.1	75.6	75.0	4.0	4.0	3.3	3.5	2.3	2.5	2.1	2.1	2.9	3.0	9.8	9.9
April	2.8	2.8	4.1	4.2	87.1	87.1	2.6	2.6	1.4	1.5	1.0	1.0	0.9	0.9	1.7	1.7	5.3	5.3
May	0.7	0.7	0.6	0.7	97.9	97.9	0.9	0.9	0.4	0.4	0.3	0.3	0.2	0.2	0.2	0.2	0.0	0.0
June	0.6	0.6	0.3	0.3	99.0	99.0	0.5	0.5	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.0	0.0

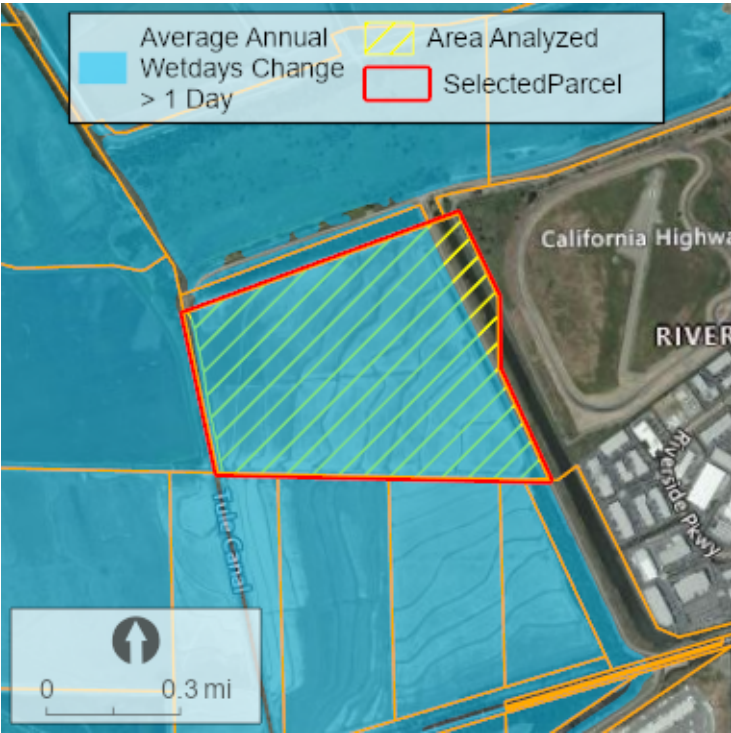
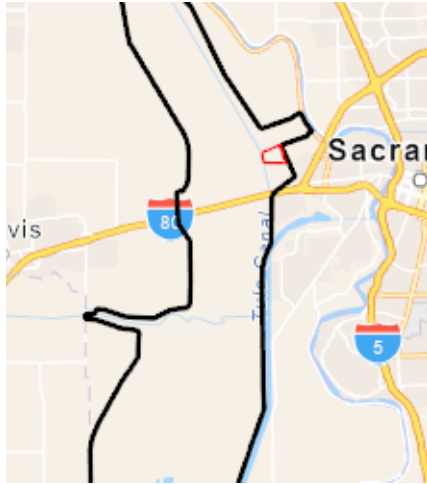
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# Yolo Bypass Big Notch Project

APN: 014-600-073  
Owner: UPPER SWANSTON RANCH, INC.,

Parcel area: 217.7 acres  
Area within YB: 214.4 acres  
Annual wetted-days  
Current: 55.1  
Project: 71.6  
Change: 16.4



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	02-25	03-06	73	85	0.4	6.3	6.0
1998	06-21	06-21	155	161	0.2	4.5	4.1
1999	04-21	04-25	70	121	0.7	3.0	2.6
2000	03-30	04-25	45	70	0.4	5.1	3.9
2001	03-14	03-16	13	20	0.8	0.7	1.2
2002	01-18	01-20	27	34	0.6	1.9	1.9
2003	05-13	05-19	74	103	0.7	1.5	1.8
2004	03-21	03-29	58	78	0.5	3.3	3.1
2005	06-01	06-01	86	96	0.3	1.1	1.3
2006	05-28	05-30	144	156	0.3	5.0	4.8
2007		02-19	0	6	0.5	0.2	0.5
2008	03-03	03-05	26	34	0.5	1.1	1.4
2009	03-08	03-13	7	22	1.2	0.3	1.3
2010	04-24	04-24	38	49	0.7	1.1	1.5
2011	06-10	06-10	66	106	0.5	3.4	2.8
2012		04-05	0	4	0.2	0.1	0.2

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

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

	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November	0.1	0.2	0.0	0.2	99.1	99.1	0.9	0.7	0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
December	2.2	2.2	4.2	6.9	86.4	78.6	4.6	4.1	1.9	2.0	1.2	2.0	1.1	2.4	1.9	5.7	2.9	5.1
January	4.1	4.1	12.6	14.4	62.9	57.2	3.1	3.7	2.6	2.0	4.0	2.2	5.2	3.6	7.2	10.9	14.9	20.5
February	4.3	3.6	11.4	15.9	63.7	50.2	7.1	6.6	4.0	5.7	3.0	5.9	2.4	5.4	2.3	6.9	17.5	19.2
March	3.8	3.4	12.6	16.1	63.2	54.6	5.7	6.6	3.1	4.7	2.5	4.1	2.6	3.8	4.3	6.0	18.6	20.1
April	3.3	3.0	8.2	9.9	75.7	70.8	5.1	6.4	3.3	4.2	2.7	3.4	1.9	2.7	1.8	2.8	9.5	9.6
May	1.4	1.2	4.6	6.7	88.7	81.8	4.4	5.5	2.2	4.4	1.2	3.2	0.9	1.9	0.9	1.5	1.6	1.6
June	1.5	1.5	1.5	1.5	94.3	94.3	2.6	2.6	0.9	0.9	0.5	0.5	0.3	0.3	0.5	0.6	0.8	0.8

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# Yolo Bypass Big Notch Project

APN: 014-600-074

Owner: UPPER SWANSTON RANCH, INC

Parcel area: 81.4 acres

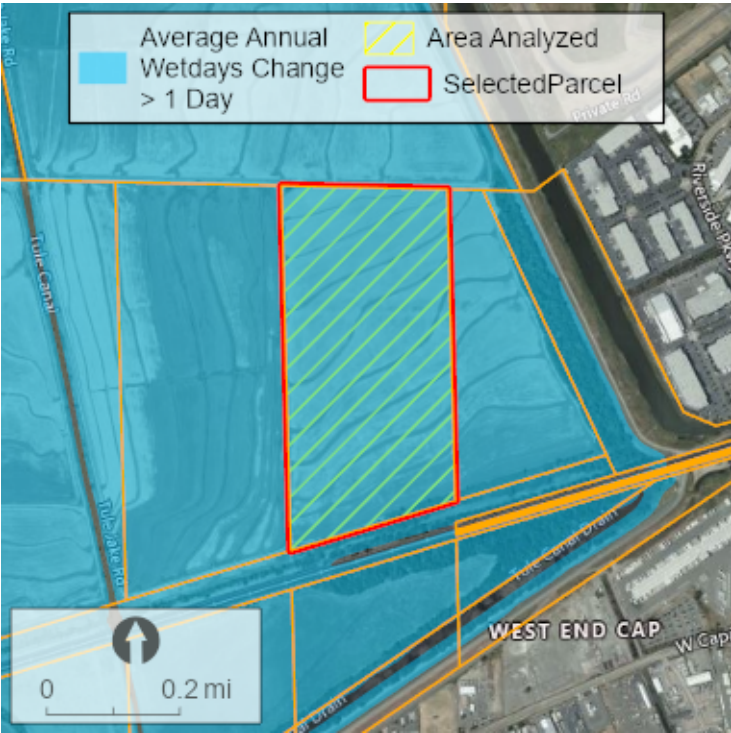
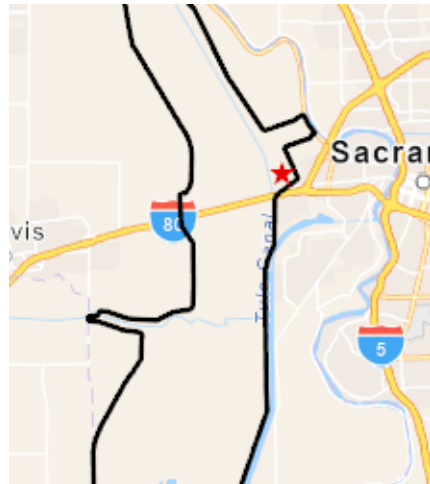
Area within YB: 81.4 acres

Annual wetted-days

Current: 103.0

Project: 116.3

Change: 13.3



CALIFORNIA DEPARTMENT OF  
WATER RESOURCES

Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	06-17	06-17	106	108	0.4	5.7	5.6
1998	06-30	06-30	193	202	0.3	4.2	4.3
1999	04-26	05-02	118	145	0.8	2.7	2.9
2000	05-01	05-12	87	107	0.5	4.1	3.6
2001	04-19	04-19	42	48	0.6	0.8	1.2
2002	05-20	05-19	54	80	0.5	1.7	1.7
2003	05-20	06-02	129	152	0.7	1.6	2.0
2004	06-24	06-24	107	139	0.5	2.8	2.7
2005	06-27	06-27	239	232	0.2	1.1	1.3
2006	06-14	06-14	175	178	0.3	5.0	5.2
2007	03-03	03-11	17	38	0.4	0.3	0.6
2008	06-11	06-11	74	75	0.4	1.0	1.3
2009	06-10	06-05	29	36	1.1	0.5	1.5
2010	06-07	06-05	93	98	0.5	1.2	1.5
2011	06-30	06-30	166	181	0.5	2.5	2.4
2012	04-18	05-02	19	42	0.3	0.3	0.4

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

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

	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November	0.3	0.3	4.1	4.3	90.5	90.7	6.8	6.7	2.3	2.2	0.3	0.4	0.0	0.0	0.0	0.0	0.0	0.0
December	1.6	2.1	11.9	13.6	69.5	63.3	10.8	9.0	7.5	6.4	3.2	3.0	1.6	2.0	2.6	5.3	4.9	10.9
January	4.0	4.1	17.0	19.6	48.7	41.5	7.4	7.7	4.5	5.6	2.6	2.9	3.3	1.9	11.4	7.3	22.1	33.1
February	3.5	3.6	18.7	21.3	40.7	30.6	12.9	9.1	10.3	8.1	5.9	6.6	3.8	6.6	5.4	12.2	21.0	26.8
March	3.4	3.3	20.4	22.6	42.0	33.1	11.9	11.0	8.7	9.0	4.6	6.2	2.8	4.8	5.8	8.6	24.2	27.4
April	2.8	2.6	14.3	16.7	57.9	50.9	10.5	11.1	7.2	8.9	4.7	5.8	3.4	4.2	4.4	6.3	11.9	12.7
May	1.2	1.3	10.2	11.8	72.1	65.9	10.7	9.2	7.1	7.2	3.7	5.7	1.7	4.5	2.2	4.6	2.5	2.9
June	1.1	1.1	6.4	6.5	81.7	81.6	8.9	8.9	4.6	4.6	1.8	1.8	0.8	0.7	0.8	0.8	1.4	1.5

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# Yolo Bypass Big Notch Project

APN: 008-010-003

Owner: UPPER SWANSTON RANCH, INC

Parcel area: 25.4 acres

Area within YB: 25.4 acres

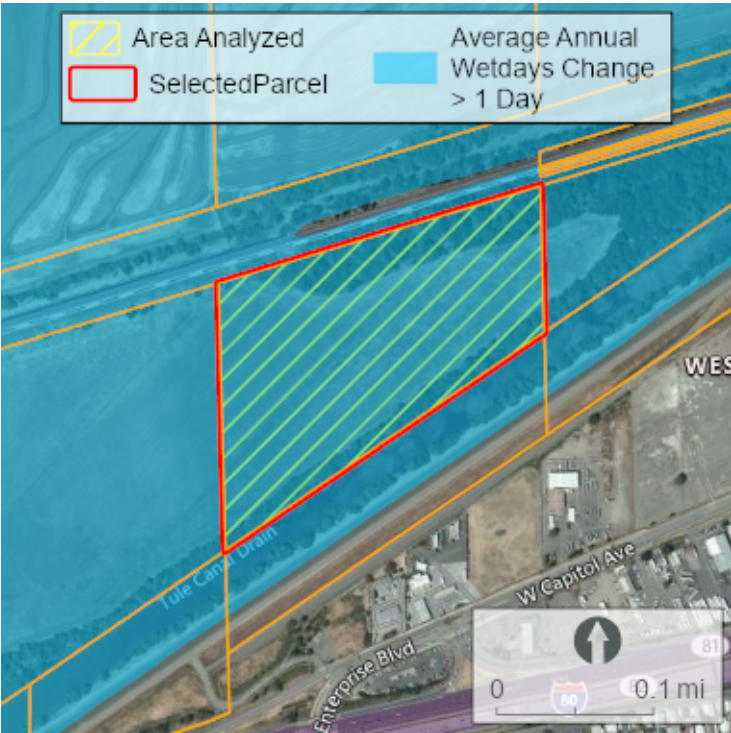
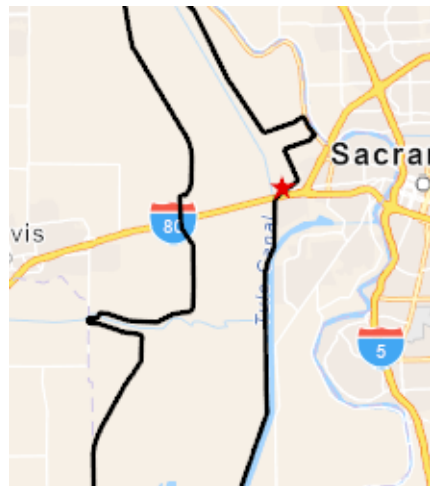
Annual wetted-days

Current: 66.0

Project: 82.5

Change: 16.5

Average depth change: 0.8



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	03-05	03-09	80	89	0.5	6.7	6.5
1998	06-30	06-30	167	174	0.4	4.9	5.1
1999	04-24	04-28	78	126	1.2	3.6	3.5
2000	04-24	04-29	53	78	0.8	5.4	4.5
2001	03-15	03-18	19	25	0.9	1.5	2.1
2002	01-20	01-22	33	40	0.7	2.4	2.8
2003	05-17	05-23	93	114	0.9	2.3	2.8
2004	03-27	04-16	68	97	0.7	3.9	3.6
2005	06-06	06-06	117	124	0.4	1.8	2.1
2006	05-30	06-01	153	161	0.4	5.6	5.8
2007		03-06	0	11	1.1	0.4	1.1
2008	03-05	03-07	41	46	0.6	1.7	2.1
2009	03-11	03-15	18	24	1.8	0.8	2.4
2010	04-25	04-27	51	58	0.7	2.0	2.4
2011	06-13	06-13	85	141	0.8	3.5	3.1
2012		04-20	0	12	0.4	0.8	0.4

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

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

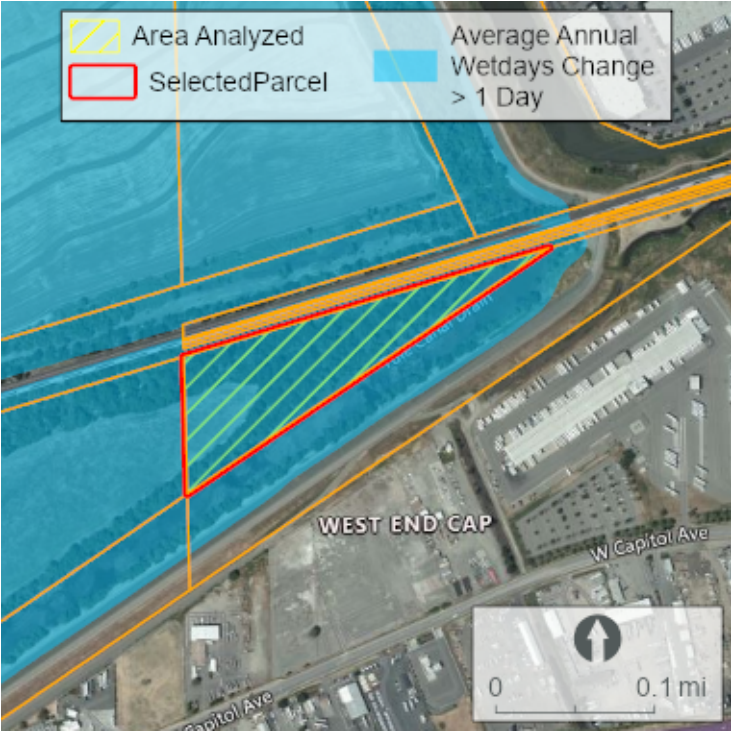
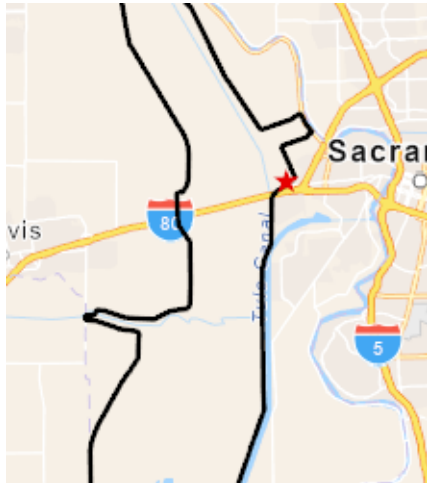
	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November	1.1	0.8	0.0	0.2	99.4	98.8	0.2	0.3	0.1	0.4	0.1	0.2	0.2	0.2	0.1	0.1	0.0	0.0
December	2.7	3.1	4.8	8.1	83.0	73.7	2.0	2.8	2.1	1.7	2.2	1.6	1.8	1.6	3.0	5.0	5.9	13.7
January	4.8	4.9	14.0	16.0	54.4	48.5	2.6	2.8	2.2	2.3	1.6	2.0	2.0	1.8	9.7	5.1	27.7	37.6
February	4.4	4.3	13.9	17.2	50.9	38.1	6.1	3.3	4.3	3.2	3.9	3.8	3.5	5.3	7.7	14.1	23.5	32.2
March	4.1	4.0	15.1	17.8	51.0	41.7	5.0	3.8	3.9	4.0	3.6	4.2	3.0	4.8	6.0	9.5	27.5	32.0
April	3.6	3.4	9.8	12.0	66.3	59.8	3.4	4.9	2.8	3.4	3.3	3.5	4.1	4.6	6.2	8.0	13.9	15.8
May	1.7	2.0	5.8	8.3	80.7	73.6	3.6	3.5	4.5	3.0	2.6	2.6	1.8	4.3	3.4	8.0	3.3	5.1
June	1.8	1.7	2.6	2.9	90.6	89.8	2.8	3.0	1.3	1.3	0.9	1.0	1.3	1.5	1.3	1.4	2.0	2.0

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# Yolo Bypass Big Notch Project

APN: 008-020-004  
Owner: UPPER SWANSTON RANCH, INC.

Parcel area: 10.9 acres  
Area within YB: 10.9 acres  
Annual wetted-days  
Current: 95.6  
Project: 110.0  
Change: 14.4  
Average depth change: 0.8



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	03-13	03-20	93	99	0.6	6.8	6.7
1998	06-30	06-30	185	198	0.4	5.6	5.8
1999	05-01	05-05	106	139	1.3	3.8	4.1
2000	05-01	05-11	85	111	0.9	5.1	4.8
2001	03-24	03-25	37	43	0.8	1.7	2.1
2002	01-22	03-15	48	72	0.7	2.5	2.7
2003	05-21	06-02	127	152	0.9	2.7	3.3
2004	04-15	04-22	108	132	0.7	3.9	3.9
2005	06-26	06-26	226	204	0.3	2.3	2.6
2006	06-13	06-14	174	177	0.4	6.3	6.4
2007	02-19	03-10	9	33	1.0	0.6	1.2
2008	03-10	03-12	55	60	0.6	2.1	2.5
2009	03-15	05-09	26	30	1.6	1.3	2.6
2010	05-09	05-10	82	88	0.7	2.3	2.7
2011	06-30	06-30	156	178	0.9	3.6	3.6
2012	04-06	05-01	12	44	0.7	0.8	1.0

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

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

	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November	0.9	0.9	1.8	1.3	96.1	95.7	1.3	1.2	0.6	0.7	0.7	1.1	1.0	0.8	0.3	0.3	0.0	0.2
December	2.7	3.3	10.6	12.5	73.8	66.3	3.6	2.9	3.3	2.8	2.9	2.8	3.1	2.6	4.5	5.4	8.8	17.1
January	5.2	5.4	16.0	19.4	48.7	43.0	3.3	3.3	2.8	2.4	2.7	2.2	2.5	2.5	6.2	5.9	33.8	40.7
February	4.6	4.8	18.6	21.1	40.8	30.8	5.3	3.7	5.8	4.2	4.8	4.0	4.0	4.5	8.4	10.2	31.0	42.6
March	4.4	4.4	19.8	22.2	40.9	32.6	6.3	4.8	5.2	5.2	3.9	4.5	3.8	4.3	6.7	8.7	33.2	39.8
April	3.8	3.7	13.8	16.3	56.4	50.7	5.2	5.7	4.2	4.5	4.3	4.1	3.7	4.2	6.2	7.7	19.9	23.2
May	2.1	2.5	9.1	11.2	74.1	67.8	4.2	4.0	3.6	3.1	3.4	3.3	2.6	3.2	4.4	6.7	7.6	12.0
June	1.9	1.9	5.8	6.0	82.5	81.8	4.1	4.2	3.4	3.5	2.4	2.4	2.0	2.1	2.2	2.3	3.5	3.7

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RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

**DEPARTMENT OF WATER RESOURCES**

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 033-011-015, 033-011-007, 033-011-004

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-129

**We, SWANSTON PROPERTIES**, a general partnership, as to an undivided 37.5% interest; **UPPER SWANSTON RANCH**, a California Corporation as to an undivided 55% interest; and **G. ERLING LINGGI**, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution Recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest, GRANT to the STATE OF CALIFORNIA, its successors or assigns, hereinafter called STATE, an EASEMENT and right of way, upon, over, and across that real property in the County of Yolo, State of California, identified in the records of the Department of Water Resources as:

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
UNIT A	122.11 AC	Flowage Easement
UNIT B	15.50 AC	Flowage Easement
UNIT C	18.69 AC	Flowage Easement

Described as follows:

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

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

This Easement Deed is granted effective of the State of California's acceptance of this deed, by WS2 RANCH LLC, a Nevada limited liability company ("Grantor") to the Department of Water Resources of the State of California, a public agency, ("Grantee"),

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

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

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

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

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

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

GRANTOR(S)

STATE OF CALIFORNIA }

SS

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

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

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

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

WITNESS my hand and official seal

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

[SEAL]

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

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

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

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

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

By \_\_\_\_\_

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

EXHIBIT "A"

All that real property situated in Section 3, Township 8 North, Range 3 East, MDM, in the County of Yolo, State of California, described as follows:

**YBSH-129**

UNIT A

PARCEL "A" OF GRANT DEED DOC-2020-0029970 O.R.  
122 ACRES, MORE OR LESS  
APN 033-011-015

UNIT B

PARCEL "B" OF GRANT DEED DOC-2020-0029970 O.R.  
10 ACRES, MORE OR LESS  
APN 033-011-007

UNIT C

PARCEL "C" OF GRANT DEED DOC-2020-0029970 O.R.  
18 ACRES, MORE OR LESS  
APN 033-011-004

As shown on EXHIBIT "B" attached hereto.

---

**KRISTOPHER KLIMA, PLS**

**DRAFT**

**YBSH-129  
FLOWAGE EASEMENT  
WS2 RANCH LLC**

**GD: OR 2020-0029970  
REC. SEPTEMBER 14, 2020**

**UNIT B  
033-011-007  
(15 AC +/-)**

**UNIT C  
033-011-004  
(18 AC +/-)**

**UNIT A  
033-011-015  
(122 AC +/-)**

SOUTHERN PACIFIC RAILROAD



TO DAVIS



NO SCALE

**SECTION 3  
T.8 N, R.3 E. M.D.M.  
YOLO COUNTY**

*Note: Information shown on this map is compiled from numerous sources and may not be complete or accurate. This includes Assessor parcel lines and numbers provided by Yolo County. DWR makes no claims, representations, or warranties (express or implied) concerning the validity, reliability, or accuracy of the GIS data contained herein. All areas shown are approximations based on GIS calculations. Each user is responsible for determining its suitability for his or her intended use or purpose. This exhibit does not represent a survey and is for informational purposes only.*

**YOLO BYPASS SALMONID HABITAT AND FISH RESTORATION PROGRAM  
BIG NOTCH PROJECT - PHASE 3 PARCELS  
FLOWAGE EASEMENT EXHIBIT "B"**

This exhibit does not represent a survey and is for informational purposes only.

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

12/28/2021



RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

**DEPARTMENT OF WATER RESOURCES**

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 014-600-073, 014-600-074

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-134

**EASEMENT**  
(TO THE STATE)

We, **SWANSTON PROPERTIES**, a general partnership, as to an undivided 37.5% interest; **UPPER SWANSTON RANCH**, a California Corporation as to an undivided 55% interest; and **G. ERLING LINGGI**, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution Recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest, GRANT to the STATE OF CALIFORNIA, its successors or assigns, hereinafter called STATE, an EASEMENT and right of way, upon, over, and across that real property in the County of Yolo, State of California, identified in the records of the Department of Water Resources as:

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
UNIT A	217.73 AC	Flowage Easement
UNIT B	81.46 AC	Flowage Easement

Described as follows:

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

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



This Easement Deed is granted effective of the State of California's acceptance of this deed, by SWANSTON PROPERTIES, a general partnership, as to an undivided 37.5% interest; UPPER SWANSTON RANCH, a California Corporation as to an undivided 55% interest; and G. ERLING LINGGI, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution Recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest ("Grantor") to the Department of Water Resources of the State of California, a public agency, ("Grantee"),

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

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

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

*For discussion purposes only*

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

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

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

GRANTOR(S)

STATE OF CALIFORNIA }

SS

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

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

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

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

WITNESS my hand and official seal

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

[SEAL]

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

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

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

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

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

By \_\_\_\_\_

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

## EXHIBIT "A"

All that real property situated in a portion of Section 25, Township 9 North, Range 3 East, portions of Sections 30, 31, Township 9 North, Range 4 East, MDM, in the unincorporated area of the County of Yolo, State of California, described as follows:

### **YBSH-134**

#### UNIT A

PORTION OF PARCEL ONE OF DEED BK. 1416 PG. 389 O.R.  
217 ACRES, MORE OR LESS  
APN 014-600-073

#### UNIT B

PARCEL 12 OF DEED 2003-0010781 O.R.  
81 ACRES, MORE OR LESS  
APN 014-600-074

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KRISTOPHER KLIMA, PLS

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

**DEPARTMENT OF WATER RESOURCES**

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 008-010-003, 008-020-004

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-169

**EASEMENT**  
(TO THE STATE)

**We, SWANSTON PROPERTIES**, a general partnership, as to an undivided 37.5% interest; **UPPER SWANSTON RANCH**, a California Corporation as to an undivided 55% interest; and **G. ERLING LINGGI**, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution Recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest, GRANT to the STATE OF CALIFORNIA, its successors or assigns, hereinafter called STATE, an EASEMENT and right of way, upon, over, and across that real property in the County of Yolo, State of California, identified in the records of the Department of Water Resources as:

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
Unit A	25.13 AC	Flowage Easement
Unit B	10.75 AC	Flowage Easement

Described as follows:

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

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

This Easement Deed is granted effective of the State of California's acceptance of this deed, by SWANSTON PROPERTIES, a general partnership, as to an undivided 37.5% interest; UPPER SWANSTON RANCH, a California Corporation as to an undivided 55% interest; and G. ERLING LINGGI, as trustee under the will of Marilyn J. Linggi as set forth in the decree of final distribution Recorded March 17, 1980 in Book 1416 of Official Records at Page 389, Yolo County records as to an undivided 7.5% interest ("Grantor") to the Department of Water Resources of the State of California, a public agency, ("Grantee").

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

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

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

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

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

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

GRANTOR(S)

STATE OF CALIFORNIA }

SS

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

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

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

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

WITNESS my hand and official seal

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

[SEAL]

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

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

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

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

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

By \_\_\_\_\_

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

## EXHIBIT "A"

All that real property situated in a portion of Section 31, Township 9 North, Range 4 East, MDM, in the unincorporated area of the County of Yolo, State of California, described as follows:

### **YBSH-169**

#### UNIT A

PARCEL 8 PER GRANT DEED 022159  
BK 1224 PG 463  
REC. DECEMBER 28, 1978 O.R.  
25 ACRES, MORE OR LESS  
APN: 008-010-003

#### UNIT B

GRANT DEED 2009-0028230  
REC. SEPTEMBER 2, 2009 O.R.  
10 ACRES, MORE OR LESS  
APN: 008-020-004

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KRISTOPHER KLIMA, PLS



# DEPARTMENT OF WATER RESOURCES

## Real Estate Branch Property Acquisition Information

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The property acquisition information shown below is for informational purposes only. It is not intended to give a complete statement of all State or federal laws and regulations pertaining to the purchase of property for public use, the relocation assistance program, legal definitions, or to provide any form of legal advice. Property owners are encouraged to consult their own counsel for advice and guidance.

## **INTRODUCTION**

This information has been prepared by the State of California, Department of Water Resources (DWR) for you as a property owner whose property may be affected by a proposed DWR project related to the State Water Project (SWP) or a flood control project of the Central Valley Flood Protection Board (CVFPB). If you own or have a leasehold interest in property that is involved, you may have wondered what will happen. Who will contact you? How much will you be paid for the portion of your property needed for the project? Who will pay for any associated transfer or escrow fees? If, because of the project, you must move, who will pay your moving costs? If you need to find another place to live, will DWR State help you? Important questions like these require specific answers. We hope this information will answer some of your questions and present a clear picture of overall procedures.

The information below discusses many important features contained in the California [Relocation Assistance and Real Property Acquisitions Guidelines](#) found in Title 25, Division 1, Chapter 6, Subchapter 1 of the California Code of Regulations. It also gives general information about public acquisition of real property that should be useful to you. If you have been notified that a portion of your property will be required for a SWP or CVFPB project, it is important that you learn your rights.

If you have more questions about the acquisition of property rights for a SWP or CVFPB project, please discuss them with the DWR agent assigned to your case.

## **WHAT ARE THE STATE WATER PROJECT AND THE CENTRAL VALLEY FLOOD PROTECTION BOARD AND WHY ARE THEY NECESSARY?**

Historically, the Great Central Valley suffered ravaging floods, sometimes creating an inland sea that stretched from Redding in the north to Bakersfield in the south. The Reclamation Board (now the CVFPB) was created by the Legislature to provide a coordinated and balanced effort by the State to control and divert these flood waters through the construction of bypasses and levee systems on the major waterways in the Central Valley. This work continues.

California has also faced growing overall water supply deficits for many years. One of the major reasons is that about 70 percent of the state's total water flow occurs north of Sacramento during winter, while 80 percent of the water use demand is in the southern part of the state during the rest of the year. To help solve some of this problem, the SWP was initiated in 1951 to capture and transport a portion of the flood water to areas of demand. Construction of the initial facilities began in 1957, and construction of new facilities continues.

## **SOME GENERAL QUESTIONS**

### **WHAT RIGHT DOES DWR HAVE TO ACQUIRE A PROPERTY?**

Our Federal and State Constitutions recognize the need for public agencies to acquire private property for public use and provide appropriate safeguards to accomplish this purpose. The rights of all property owners are protected by the Fifth and Fourteenth Amendments to the U.S. Constitution, the California State Constitution, and subsequent federal and state laws, most notably the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. These laws require (among other things) that any public agency, including DWR, acquiring private property under threat of eminent domain, or "condemnation," must pay "just compensation" to a property owner for the rights acquired.

### **HOW MUCH OF A PROPERTY CAN DWR ACQUIRE?**

DWR is prevented by law from acquiring more property (or property rights, as the case may be) than what is reasonably needed for the project. Sometimes the project may require only a temporary right on a portion of a property; sometimes, a permanent easement on a portion of a property; sometimes, the project may require total ownership of a portion of a property; and, sometimes, the project may require total ownership of an entire property.

### **WHO MAKES THE DECISION TO ACQUIRE A PROPERTY?**

The responsibility for studying the potential sites for a project rests with a team of specially trained individuals selected to do this important job. Many months, even years, are spent in preliminary study and investigation to consider possible locations for a project. Consideration of the environmental and social effect is as much a part of location determination as engineering and cost.

Complete environmental analysis must be performed to identify sensitive habitats, cultural and archaeological resources, and endangered plant and animal species. These studies are melded with analyses and recommendations of project engineers, surveyors, real estate specialists, geologists, hydrologists, economists, planners and others to identify the best feasible location and way to build the project, with due consideration given to property lines, land uses, and ownerships. Participation by private citizens and other public agencies is actively sought during the study process so that various views can be considered. The process includes public hearings and input, which give the general public an opportunity to express their views on the locations being considered.

The final determination to proceed with a project, and the selection of the location of the project, is made by DWR after a thorough review of all of these factors.

The acquisition agent assigned the case should be able to answer any questions about the project or the selection of the property proposed to be acquired for the project.

### **HOW DOES DWR DETERMINE HOW MUCH IT WILL OFFER FOR A PROPERTY?**

DWR performs a Fair Market Value Appraisal to determine the amount of just compensation. Appraisal and purchase of properties needed for a SWP or CVFPB projects are the responsibility of DWR as the State and public agency responsible for the project. An appraiser will inspect the property and examine all of the features which contribute to its value. Information about improvements made and any other special attributes which may increase the value of the property should be given to the appraiser to ensure a fair value is assigned. The appraiser also seeks relevant data from many other sources to compare the property to other sales of similar properties in order to form an opinion of fair market value.

DWR also provides a Relocation Assistance Program for businesses and people who are displaced because of the project.

### **WHAT IS "FAIR MARKET VALUE"?**

The fair market value of the property acquired is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

### **HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF A PROPERTY?**

Each parcel of real estate is unique. Therefore, no single formula can be devised to appraise all properties. Factors typically considered in estimating the value of real property include, but are not limited to, zoning, highest and best use, size, shape, soil type, topography, and location.

Other areas of evaluation include:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the structures or facilities acquired with the land, less any depreciation.
- How much rental or other income it could produce.

### **DOES THE LANDOWNER HAVE AN OPPORTUNITY TO TALK TO THE APPRAISER?**

Yes. The property owner will be contacted and given the opportunity to accompany the appraiser on his or her inspection of the property and may inform the appraiser of any special features which may add to the value to the property.

**It is in the best interest of the property owner to provide the appraiser with all useful information in order to insure that nothing of allowable value is overlooked.** If the property owner is unable to meet with the appraiser, they may wish to have a person who is familiar with the property represent them.

### **WHAT IS "JUST COMPENSATION"?**

The fair market value of a property is generally considered to be "just compensation." "Just compensation" means not only "just" to the owner or lessee of the property, but also "just" to the public, who must pay the compensation. Please note that fair market value does not take into account intangible elements such as sentimental value (which is legally non-compensable), loss of business good will (which the business owner must assert and show), loss of potential business profits, or any special value that the property may have for the owner or DWR. DWR cannot make an offer to buy the property for more than it's worth.

## **IS A PROPERTY OWNER ENTITLED TO OBTAIN AN INDEPENDENT APPRAISAL?**

In accordance with Section 1263.025 of the California Code of Civil Procedure, if the State offers to purchase property under the threat of condemnation, the property owner is entitled to seek a second opinion on the value of the property and to receive reimbursement of up to \$5,000 to pay for reasonable appraisal costs. In order to be reimbursed, the property owner must sign an Appraisal Costs Reimbursement Agreement and engage an appraiser licensed by the State of California with the Office of Real Estate Appraisers. The appraiser must be either a MAI designated appraiser or hold an equivalent designation recognized by the Appraisal Foundation.

For further information on the requirements for reimbursement and to ensure that you are aware of proper procedures, please contact DWR prior to engaging an appraiser. The request for an Appraisal Costs Reimbursement Agreement may be submitted to the Department of Water Resources, Real Estate Branch, 1416 Ninth Street, Room 425, Sacramento, California 95814.

## **WILL THERE BE PAYMENT FOR ANY LOSS IN VALUE TO THE REMAINING PROPERTY?**

If the purchase of only a part of the property reduces the unit value of the remaining property, payment will be made for the loss in value to the remainder. Also, if any remaining property would have little or no utility or value, DWR may offer to purchase the remaining property as an uneconomic remainder property to avoid a continuing burden of ownership.

## **WHEN WILL A FIRST WRITTEN OFFER BE PROVIDED?**

After the appraisal is reviewed and approved by DWR, an acquisition agent will contact the property owner with a First Written Offer to purchase the property rights required for the project. Included in the offer will be an "Appraisal Summary Statement" showing the basis for the offer.

Negotiations for the purchase of the required property will not take place before this offer is made.

## **ARE THERE ADVANTAGES TO VOLUNTARILY SELLING PROPERTY TO DWR?**

Yes. A real estate purchase by DWR is handled in the same manner as any private sale of property. However, there can be financial advantages in selling to DWR. Property owners will receive the fair market value of the property in cash. Nothing will be deducted for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The State will pay these expenses.

**Note:** This does not remove the responsibility a property owner may have for existing mortgages, liens, taxes, and other such encumbrances on the property at the time of DWR's acquisition.

## **CAN SOMEONE REPRESENT THE PROPERTY OWNER DURING NEGOTIATIONS?**

Yes. If a property owner would like to be represented during negotiations, please inform the acquisition agent assigned the case. However, DWR will not pay any representation fees or costs of negotiation.

## **CAN A PROPERTY OWNER KEEP AND MOVE THEIR HOUSE, BUSINESS, BUILDING AND MACHINERY, AND EQUIPMENT?**

The acquisition or relocation agent assigned to acquire the necessary property rights will help determine whether a house can or should be moved to another location. In the rare case where the house is movable and the property owner wishes to make such arrangements, the State will pay the fair market value of the land required, plus the reasonable cost of moving the house. There are cases, because of age, size or condition of the house where the cost of moving it is not feasible.

If a property owner operates a business on the property acquired, they may wish to keep and move fixed machinery and equipment. You may do so if the cost (based on a moving estimate) is not greater than the value of the item. If you keep the machinery and equipment, the State can only pay the lesser of the two amounts. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for the loss of goodwill.

If any of these concepts are applicable to your situation, they will be explained fully by the agent assigned to purchase your property.

## **DOES THE PROPERTY OWNER HAVE TIME TO SELECT ANOTHER HOUSE AFTER DWR ACQUIRES THE PROPERTY?**

DWR starts to appraise properties early enough so that property owners have ample time to move prior to project construction. Like any other real estate transaction, it takes approximately two months or longer to close escrow after the right-of-way contract and deed have been signed. You will not be required to move until after escrow has closed and reasonable replacement housing is made available.



If the property owner does not want to buy another house right away, DWR may acquire the property, and the property owner may, depending on the construction schedule, rent the house back from DWR on a temporary basis. It is in the property owner's best interest, however, to look for new housing as soon as possible as renting from DWR cannot be guaranteed. Finding suitable housing before being required to move may minimize personal inconveniences and may help to avoid having to make a choice under pressure.

If the property owner wishes, DWR will, at no cost, provide assistance in finding a new house. Also, DWR must give the property owner at least a 90-day written notice before asking a property owner to move.

#### **WHAT HAPPENS TO AN EXISTING LOAN ON AN ACQUIRED PROPERTY?**

After DWR and the property owner have agreed upon a price, a DWR representative will contact all other parties having an interest in the property. As in any other real estate transaction, payment to satisfy outstanding loans or liens will be made during the escrow closing process.

#### **WHAT WILL HAPPEN TO MY GI OR CAL-VET LOAN?**

The Veterans Administration and the California Department of Veterans Affairs allow your veteran loan privileges to be transferred and to become available for coverage on another property.

A DWR representative will assist the property owner; however, it is to the owner's benefit, and their responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

#### **MUST A PROPERTY OWNER ACCEPT DWR'S OFFER?**

No. The property owner is entitled to present to the State verifiable evidence as to the amount they believe to be fair market value of the property rights required for construction, and to make suggestions for changing the terms and conditions of DWR's offer. DWR will consider all evidence and suggestions, and if the information presented is justifiable; an adjustment in DWR's offer may be made.

#### **WHAT HAPPENS IF THE PROPERTY OWNER DOES NOT ACCEPT THE DWR'S OFFER?**

A property owner's rights are guaranteed by the Federal and State Constitutions and other applicable state laws. The principal right is that just compensation must be paid for the property rights required. Sometimes when private property is required for public purposes, and the property owner and DWR cannot agree on the terms of sale, the property must be acquired through an eminent domain or "condemnation" proceeding. In cases where this occurs, a decision in court may be necessary; however, it is our earnest hope to avoid such a proceeding which may include additional time and cost to all parties involved.

In order to initiate condemnation, DWR must obtain a Resolution of Necessity from a governing body. For SWP projects, the governing body is the California Water Commission, and for flood control projects it's the CVFPB. A property owner will be given an opportunity to appear before the Commission/Board to question whether public interest, necessity, planning, and location of the proposed project necessitate the acquisition of the property. Under current California law, neither the Commission nor the Board can hear or consider arguments regarding valuation; those issues must be addressed by the courts.

Upon adoption of a "Resolution of Necessity" by the Commission/Board, the appropriate condemnation suit documents will be prepared by the State (Department of Justice) and filed with the court in the county where the property is located.

It is highly recommended that you consult with your attorney regarding these legal matters.

#### **WHAT HAPPENS IN A CONDEMNATION TRIAL?**

The main purpose of the trial is to determine the amount of just compensation. Usually the trial is conducted before a judge and jury. In some cases, the judge will decide the amount of just compensation. Both the defendant (property owner) and the plaintiff (State/DWR) will have the opportunity to present evidence to the court for consideration.

It is highly recommended that you consult with your attorney regarding these legal matters.

#### **WHO PAYS THE CONDEMNATION TRIAL COST?**

The plaintiff (DWR) pays the costs of its attorney and expert witnesses (i.e., engineering and appraisal). In addition, plaintiff (DWR) will pay the jury fees and certain incidental costs of the defendant which is determined by law to be allowable costs. The fee for filing your answer with the court is an example of such costs.

## **IF A PROPERTY OWNER WISHES TO PROCEED WITH A TRIAL, MUST THEY HAVE AN ATTORNEY AND EXPERT WITNESSES?**

Most property owners choose to be represented by an attorney, although property owners have the right to represent themselves. Property owners are encouraged to consult their own counsel for advice and guidance.

## **WILL A PROPERTY OWNER BE PAID ANY MOVING EXPENSES OR ANY OTHER RELOCATION ASSISTANCE BENEFITS EVEN IF THEY GO TO COURT?**

A decision to go to court has no effect on a property owner's relocation assistance benefits including moving expenses. Payment of moving expenses and relocation benefits are made separately from any the condemnation action. The property owner will be provided details of additional assistance to help displaced persons, businesses, farms or nonprofit organizations in finding, purchasing or renting, and moving to a new location. Please refer to Your Rights and Benefits as a Displacee under the Unformed Relocation Assistance Program brochure.

## **WILL A PROPERTY OWNER LOSE THEIR CURRENT PROPOSITION 13 TAX BASE?**

Section 2(d) of Article XIII A of the California Constitution and Division 1, Chapter 2, [Section 68](#) of the California Revenue and Taxation Code generally provides that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings. If the property owner has any questions concerning this issue, they are encouraged to contact the local Franchise Tax Board Office, and/or the County Assessor Office.

Note: Revenue and Taxation Code Division 1, Chapter 2, [Section 68](#) sets forth time limits that may affect your eligibility to retain your favorable current real property tax status. Please consult with a tax advisor, your local IRS office, and your attorney for information on how this and other tax laws affect you.

## **MUST A PROPERTY OWNER PAY CAPITAL GAINS TAX ON SALE PROCEEDS?**

According to the Internal Revenue Service, it is not necessary to pay income tax or capital gains tax **if** the money received is used to buy a similar property within a limited period of time. It may be helpful to read and review [IRS Publication 544](#), Chapter 1 "Gain or Loss," which addresses "involuntary conversions" and explains how federal tax rules apply to the condemnation of real property or its sale under the threat of condemnation for public purposes. In every case, however, you should discuss your particular circumstances with your personal tax advisor, your local IRS office, and your attorney.

**NOTE:** This is an informational pamphlet only. It is not intended to give a complete statement of all State or federal laws and regulations pertaining to the purchase of your property for public use; the relocation assistance program; technical legal definitions; or to provide any form of legal advice. Property owners are encouraged to consult their own counsel for advice and guidance.

## **DEFINITIONS**

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

**CONDEMNATION** - The legal process by which a proceeding in eminent domain is accomplished.

**PARCEL** - Usually means the property that is being acquired.

**FAIR MARKET VALUE** - The fair market value of the property acquired is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

**JUST COMPENSATION** - The amount of money to which a property owner is entitled under the law for the purchase or damage to the property, or for relocation expenses.

**DEFENDANT** - The property owner and any other persons who may have an interest in the property.

**PLAINTIFF** - The public agency that desires to purchase the property

**COUNSEL** - An attorney or attorneys.

**TRIAL** - The hearing of the facts from plaintiff and defendant in court, either with or without a jury.

**VERDICT** - The amount of compensation to be paid for the property.

**ACQUIRE** - To purchase.

**POSSESSION** - Legal control; to have the right to use, ownership.

**ORDER FOR POSSESSION** - The instrument allowing the State to use the property of another.

**FINAL ORDER OF CONDEMNATION** - The instrument which, when recorded, transfers title to public ownership.

**PROPERTY** - The right or interest which an individual has in land, including the rights to use or possess.