

**DEPARTMENT OF WATER RESOURCES**

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



7/21/2022

Darla Guenzler, Ph.D., Executive Director  
 Wildlife Heritage Foundation  
 563 Second Street, Suite 120  
 Lincoln, CA 95648

Dear Dr. Guenzler:

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

The Yolo County records indicate that Wildlife Heritage Foundation holds a conservation easement identified as Document No. 2013-0021680 in the Official Records of Yolo County (attached), upon property identified as Yolo County Assessor's Parcel No. 057-020-006 (the Property), owned by the David and Alice Te Velde Revocable Family Trust. Portions of the Property are within the Big Notch Project area. DWR is proposing to acquire the following portions of the Property for the Big Notch Project:

<b>DWR Parcel No.</b>	<b>Estate to purchase</b>	<b>Size<sup>1</sup></b>
YBSH-119 Parcel 2	Fee	0.20 acres
YBSH-119 Parcel 3	Fee	2.52 acres
YBSH-119 Unit A	Flowage Easement	76.09 acres
YBSH-119 Unit C	Temporary Construction Easement	0.67 acres

A copy of DWR's Grant Deed including legal plat map, an appraisal map depicting the above areas, and an inundation modeling Exhibit specific to the Property are attached to this letter. This notice is being provided pursuant to the procedures required by Code of Civil Procedure (CCP) § 1240.055(c).

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

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

<sup>1</sup> The areas of permanent acquisition are each located within the limits of existing levee easements.

Dr. Guenzler

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As part of DWR outreach activities, DWR has attempted to schedule a meeting with Wildlife Heritage Foundation to introduce the Project. To date, a meeting has not been able to be scheduled and DWR needs to move forward with its land acquisition process. DWR would still like to meet with the Wildlife Heritage Foundation and any public agencies that funded, or required for permitting, the conservation easement to discuss the Project and this specific acquisition. In addition, Wildlife Heritage Foundation may submit written comments on the acquisition, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, to DWR at the Post Office Box 942836, Sacramento, CA 94236-0001, Attn: Fahmi Kassis, Associate Right of Way Agent, within 45 days from the date this notice. (CCP § 1240.055(c)(1)(C))

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

- (1) Forward a copy of this notice by first-class mail to each public entity that provided funds for the purchase of the easement or that imposed conditions on approval or permitting of a project that were satisfied, in whole or in part, by the creation of the conservation easement; and
- (2) Inform each public entity that it may also submit written comments, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, within 45 days from the date of this notice, and that any comments should be submitted to DWR at the above address; and
- (3) If forwarding this notice to another public entity (as stated above), please notify DWR of the entity name and contact information.

Thank you for your consideration and cooperation. If you have any comments or questions regarding the Big Notch Project or proposed acquisition, or if providing public entity contact information, you may contact me by telephone toll free at (800) 600-4397, directly at (916) 902-7021, by e-mail at [Fahmi.Kassis@water.ca.gov](mailto:Fahmi.Kassis@water.ca.gov), or at the above address.

Sincerely,

*Fahmi Kassis*

Fahmi H. Kassis  
Associate Right of Way Agent

Enclosures

- Conservation Easement
- Grant Deed with legal plat
- Inundation modeling information
- Appraisal Map

Space above this line for Recorder's use only.



Yolo Recorder's Office  
Freddie Oakley, County Recorder  
**DOC- 2013-0021680-00**

Acct 104-Placer Title  
Thursday, JUN 27, 2013 10:46:00  
Ttl Pd \$113.00 Nbr-0001052214  
VRB/R6/1-34

RECORDING REQUESTED BY:

*PLACER TITLE 101-45296*

MAIL TO:

Department of Water Resources  
Division of Land and Right of Way  
Real Estate Branch  
1416 9<sup>th</sup> Street, Room 425  
Sacramento, CA 95814

MAIL TO:

[Easement Grantor]

## Deed of Agricultural Conservation Easement

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT (the "Easement") is made by David te Velde and Alice te Velde, individually and as Trustees of the David and Alice te Velde Revocable Family Trust, Under Trust Agreement dated April 21, 2006, (collectively, "Grantor"), in favor of WILDLIFE HERITAGE FOUNDATION, a California nonprofit public benefit corporation ("Grantee").

WITNESS THAT:

WHEREAS, Grantor has acquired fee title to that certain real property in Yolo County, California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property consists of agricultural land with open space values located in the flood protection corridor immediately adjacent to and downstream of the Fremont Weir, including Reclamation District 1600 (RD 1600), the Yolo Bypass and the Sacramento River channel; and

WHEREAS, the Property is protected from flooding by a system of agricultural levees which are part of the Sacramento River Flood Control Project and are operated and maintained by RD 1600; and

WHEREAS, Grantee is qualified under California Civil Code Section 815.3 to hold this Easement for the purposes set forth herein pursuant to California Civil Code Sections 815 *et. seq.* and other provisions of California law; and

WHEREAS, Grantor intends to convey for valuable consideration a conservation easement over the Property to Grantee to protect the agricultural land, open space and flood protection corridor values described herein as the "Protected Values".

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including, inter-alia, Section 815-816 of the California Civil Code, Grantor does hereby deed and convey to Grantee this Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. Grantor also conveys to Grantee certain development rights associated with the Property as hereinafter described.

1. **Purpose.** The Purposes of this Easement are: to enable the Property to remain in agricultural use and open space, to protect in perpetuity the open space and flood corridor values that are associated with this use (the "Protected Values"), to prevent any use of the Property that would significantly impair

the Protected Values, and to protect the flood protection corridor by preventing any use of the Property by the Grantor that would increase the risk of to a breach of the levee system protecting the Property.

- 2. Affirmative Rights and Interests Conveyed.** To accomplish the Purposes of this Easement, the following rights and interests are conveyed to Grantee by this Easement:
- a. To identify, preserve and protect in perpetuity the agricultural land, open space and flood protection corridor values associated with the Property.
  - b. To enter upon, inspect, observe, document and study the Property for the purposes of (1) monitoring the uses and management of the Property to determine consistency with the Purposes and Protected Values of this Easement, and (2) identifying the condition of, uses and practices occurring on the Property and assuring that the management, and maintenance activities undertaken in connection with the Property do not compromise the Purposes and Protected Values. Such entry shall be permitted upon prior notice to Grantor, and shall be made in a manner that will not unreasonably interfere with Grantor's use and enjoyment of the property. This right of entry may be exercised by officers, directors, employees and independent contractors of Grantee.
  - c. To prevent any activity or use of the Property that is inconsistent with the Purposes and Protected Values of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
  - d. To erect and maintain a sign or other appropriate marker in a prominent location on the Property, visible from a public road, bearing information indicating that the Property is protected by Grantee. The wording of the information shall be determined by Grantee. Grantee shall be responsible for the costs of erecting and maintaining such sign or marker.
  - e. The development rights referred to in Paragraph 12 below.

Nothing in this Easement shall be construed as giving rise to any right of Grantee to exercise physical or managerial control of the operations of the Property, or Grantor's control of the Property, and Grantee shall have no responsibility for (i) the operation of the Property, (ii) monitoring of hazardous or other conditions on the Property, (iii) or the protection of Grantor or any third parties from risks relating to conditions on the Property.

- 3. Uses and Practices.** Grantee and Grantor intend that the Property shall be managed and maintained in a manner that is consistent with the Purposes of this Easement. Therefore, Grantor shall not use the Property in a manner inconsistent with the Purposes of this Easement or the Protected Values. Examples of uses and practices which are consistent with the Purposes of this Easement, and which are hereby expressly permitted, are set forth in Section 6 below and in Exhibit B, attached hereto and incorporated herein by this reference, and include, without limitation, those uses and practices which are employed in connection with the preservation, enhancement, restoration and/or creation of the Protected Values. Examples of uses and practices which are inconsistent with the Purposes of this Easement, and which are hereby expressly prohibited, are set forth in Exhibit C attached hereto and incorporated herein by this reference. The uses and practices set forth in Exhibits B and C are not necessarily exhaustive recitals of consistent and inconsistent activities, respectively. They are set forth both to establish specific permitted and prohibited activities, and to provide guidance in determining the consistency of other activities with the Purposes of this Easement.
- 4. Baseline Data.** In order to establish the present condition of the Protected Values, Grantee has examined the Property and prepared a report, which is incorporated herein by reference as Exhibit D (the "**Baseline Documentation Report**") containing an inventory of the Property's relevant features and condition, its improvements and its natural resources (the "**Baseline Data**"). Grantor and Grantee each have a copy of the Baseline Documentation Report. The Baseline Documentation Report has been signed by Grantor and Grantee, and thus acknowledged to represent accurately the condition of the Property at the date of the conveyance of this Easement. The parties intend that the Baseline Data shall be used by Grantee in relation to its monitoring of Grantor's future uses of the Property and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any

other relevant document, survey, or report to assist in the resolution of the controversy. Grantor and Grantee recognize that changes in economic conditions, in conservation technologies, in accepted farm and ranch management practices, and in the situation of Grantor may result in an evolution of the management and maintenance of the Property, and that such changes shall be allowed under this Easement provided such uses are consistent with the Purposes of this Easement.

**5. Grantor's Duties.** Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Protected Values. If Grantor undertakes all reasonable actions to prevent the unlawful entry and trespass by persons, Grantee will not hold Grantor or its successors in interest liable for degradation or harm to the Protected Values stemming from trespass behavior. In addition, Grantor shall undertake all reasonably necessary actions to perfect Grantee's rights under Paragraph 2 of this Easement.

**6. Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are consistent with both the Purposes and the Protected Values of this Easement. Without limiting the generality of the foregoing, such reserved rights include the right to undertake the uses of the Property identified in **Exhibit B** and the following rights:

- (i) all right, title and interest in and to all water, water rights, and related interests in, on, under, part and parcel of, or appurtenant to the Property, together with the right to sell or transfer such rights, and in connection therewith, to use substitute groundwater supplies, provided, no such transfer, encumbrance, or lease shall be allowed to impair the long-term agricultural use or open space character of the Property;
- (ii) all rights to appropriate, divert, extract, produce, convey, store and use water in, on, under or from the Property, together with the right to site, drill, construct, build, operate, maintain, repair and replace all equipment and facilities related to the appropriation, diversion, extraction, production, conveyance, storage or use of water, including but not limited to all wells, pumps, diversions, weirs, gates, ditches, pipelines and reservoirs, as long as such equipment and facilities are consistent with the purposes of this Easement;
- (iii) all right, title and interest in subsurface oil, gas and minerals, and the right to explore for and extract such minerals (provided that this does not reserve the right to extract such minerals or other substances from the Property above a depth of 500 feet); and the right to use the surface of the Property in connection with the foregoing reservation, subject to compliance with all relevant California laws and regulations and all applicable Yolo County laws and regulations;
- (iv) the right to restore, create, improve, and maintain riparian, upland, and wetland habitat in accordance with state and federal regulations;
- (v) the right to develop and sell mitigation credits, conservation credits, and/or mitigation values, in accordance with state and federal regulations, and to grant new conservation easements in connection therewith provided that the State of California, acting through its Department of Water Resources, will be reimbursed the appraised value per acre of land dedicated to the mitigation credit, conservation credit, or mitigation value as such appraised value was determined in the appraisal associated with the establishment of this conservation easement;
- (vi) the right to repair existing structures in a manner consistent with the Purposes of this Easement; and
- (vii) the right to install, maintain, repair, remove, relocate and replace (i) trees, vines, or other living improvements planted for agriculture or habitat purposes, (ii) irrigation improvements necessary or desirable to irrigate the Property for agriculture or habitat purposes, (iii) fences, corrals, roads or ditches necessary or desirable to irrigate the Property for agriculture or habitat purposes. All construction, erection, installation or placement of buildings, structures, or other improvements on the Property is prohibited. Grantor may grant rights-of-way over and under the Property for such purposes with written notification to Grantee and provided that they are not inconsistent with this Easement.

- 7. Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fail to begin curing such violation within the sixty (60) day period, or fail to continue to diligently cure such violation until finally cured, Grantee may bring an action at law or in equity of court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Protected Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Values of the Property resulting from a breach of this Easement by Grantor, Grantee may pursue remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of this terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 7.1 Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor prevails in any action to enforce the terms of this Easement, both Grantor's and Grantee's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.
- 7.2 Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.
- 7.3 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from the unauthorized acts of third parties, or from any prudent action taken by Grantor under emergency condition to prevent, abate or mitigate significant injury to the Property resulting from such causes.
- 8. Costs and Taxes.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Property or on this Easement. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII Section 8 of the California Constitution and that this Easement qualify as an enforceable action under the provisions of California Revenue and Taxation Code Section 402.1.
- 9. Liability and Indemnification.**

**9.1 Grantor's Obligations.** Grantor shall hold harmless, indemnify, and defend Grantee and Grantee's directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "**Grantee Indemnified Parties**"), from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens, or judgments, including, without limitation, reasonable attorneys' fees (collectively, "**Claims**"), arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, except to the extent caused by the negligence or willful misconduct of Grantee or any of the Grantee Indemnified Parties; (b) breach by Grantor of Grantor's obligations specified in this Easement; or (c) a violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, by Grantor, in any way affecting, involving or relating to the Property.

**9.2 Grantee's Obligations.**

Grantee shall hold harmless, indemnify, and defend Grantor and its officers, directors, employees, contractors, legal representatives, agents, heirs, personal representatives, successors and assigns, and each of them (collectively "**Grantor Indemnified Parties**") from and against all Claims arising from or in any way connected with any injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property to the extent caused by the negligence or willful misconduct of Grantee or any of the Grantee Indemnified Parties, or by any third party while acting upon permission from Grantee; or (b) any violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, by Grantee or Grantee Indemnified Parties, or any third party while acting upon permission from Grantee, on the Property or in connection with Grantee's monitoring and enforcement of Grantor's compliance with this Easement.

**9.3 Grantor's Obligations to the State.**

Grantor shall indemnify and defend the State and its agencies, officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the acquisition, restoration and management of the Property. In addition, Grantor shall indemnify and defend the State and its agencies, officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability, including those based on inverse condemnation, due or incident to, either in whole or in part, and whether directly or indirectly, arising out any flooding of the Property, including but not limited to *flooding resulting from a failure of the Sacramento River or Yolo Bypass levees*. Grantor and Grantee acknowledge and agree that the State is a third party beneficiary of Grantor's obligations under this Section 9.3.

**10. Insurance Obligations.**

**10.1 Grantor's Obligations.** Grantor shall maintain, in perpetuity, an occurrence-basis commercial general liability policy insuring against bodily injury and property damage on the Property in the amount of not less than One Million Dollars (\$1,000,000), which amount shall be adjusted every five (5) years to reflect the percentage increase during the past five (5) years in the "**CPI**," which means the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U, all items) (1982-84=100), or the successor of such index. Grantee and any one or more of Grantee Indemnified Parties as requested in writing by Grantee shall be named an additional insured on the policy. The liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Grantee. Grantor waives all rights of subrogation against Grantee and its agents, representatives, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Easement. Grantor shall furnish Grantee with certificate(s) of insurance, executed by a duly

authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Such certificates shall provide for thirty (30) days written notice to Grantee prior to the cancellation or material change of any insurance referred to herein. Any failure of Grantee to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantee to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantor's obligation to maintain such insurance. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this Easement.

**10.2 Grantee's Obligations.** Grantee shall maintain, in perpetuity, a comprehensive general liability policy insuring against bodily injury and property damage on the Property in the amount of not less than one million dollars (\$1,000,000), which amount shall be adjusted every five (5) years to reflect the percentage increase during the past five (5) years in the CPI. Grantor shall be named an additional insured on the policy. The liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Grantor. Grantee waives all rights of subrogation against Grantor and its agents, representatives, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Easement. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this Easement. Notwithstanding the foregoing insurance requirements, Grantee may self insure with the approval of Grantor, which approval shall not be unreasonably withheld.

**11. No Public Dedication or Public Access.** Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Property for use by the general public. This instrument does not convey a general right of access to the public.

**12. Development Rights.** Grantor hereby grants to Grantee all development rights, except as specifically reserved to Grantor herein, that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded and described, or to any other property adjacent or otherwise. The Property may not be used for the purpose of calculating permissible development or lot yield of any other property.

**13. Amendment.** This Easement may be amended by Grantor and Grantee by mutual written agreement. Any such amendment shall be consistent with the Purposes of this Easement, shall not authorize additional dwelling units and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the County of Yolo, State of California.

**14. Assignment of Grantee's Interest.**

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

- 14.2** If Grantee ever ceases to exist, or no longer qualifies to hold this Easement under Section 170(h) of the U.S. Internal Revenue Code (or any successor provision then applicable), or under California Civil Code §815 *et seq.* (or any successor provision then applicable), then Grantor shall petition a court of competent jurisdiction to transfer this Easement to an organization that meets the qualification requirements set forth in Subparagraph 14.1, above.
- 14.3** If the interest granted under this Easement is ever deemed by Grantor or a court of competent jurisdiction to be merged into the fee interest in any portion of the Property, then the fee owner of such portion of the Property shall thereupon be obligated to grant to a qualified holder, in accordance with the qualification requirements in Subparagraph 14.1 above, a replacement grant of conservation easement in form and substance identical to this Easement. Until such grant occurs, all terms and conditions of this Easement shall be deemed covenants and restrictions upon the affected portion of the Property. Grantor and Grantee agree that the State of California, acting through its Department of Water Resources, shall have the right to enforce these obligations.

### **15. Landowner Transfer of the Property.**

- 15.1** **Notification.** Any time the fee interest in the Property or any portion thereof is transferred by the Grantor to any third party, Grantor shall notify Grantee in writing on or before thirty (30) days following the transfer of the Property, or any portion thereof, and the deed of conveyance shall expressly refer to this Easement. Grantor's failure to notify Grantee or to include the required reference to this Easement in the deed shall not affect the continuing validity and enforceability of this Easement.
- 15.2** **Transfer Fee.** Grantor and Grantee recognize and agree that a transfer of the ownership of the Property will result in an additional burden on the monitoring and enforcement responsibilities of Grantee. Therefore, each transfer of the fee interest of the Property, except for (i) the first transfer of the fee interest to the Property (ii) any transfer of any portion of the Property made as a result of condemnation or eminent domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity; (iii) transfers to the transferor's spouse or lineal descendants or to change the method of holding title, including by a trust; or (iv) any transfer made by transferor to another entity or entities affiliated with transferor; shall require transferor's payment of a transfer fee equal to the lesser of three-fourths of one percent (0.75%) of the transfer amount, or Five Thousand Dollars (\$5,000). Grantee may reduce or waive this fee at its sole discretion. A transfer which is also a division or subdivision shall only trigger the greater of the two charges (under Section 15.2 or 15.3) but not both charges.
- 15.3** **Subdivision Fee.** Any division or subdivision of the Property by the original Grantor such that the Property is split into two or more tracts so that it is no longer all under common ownership (Sacramento River Ranch, LLC and Sacramento River Ranch II, LLC are common ownership for purposes of this section) shall require Grantor's payment of a subdivision fee equal to the lesser of one-half of one percent (0.50%) of the transfer amount, or Seven Thousand Five Hundred Dollars (\$7,500). Grantee may reduce or waive this fee at its sole discretion. The Property shall not be subdivided into more than four separate tracts (for purposes of this Section, "subdivision" and "separate tracts" refers to a transfer out of common ownership, and excludes any transfer of any portion of the Property made as a result of condemnation or eminent domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity).
- 15.4** Upon any transfer in compliance with Sections 15.1 through 15.3, the transferee shall be deemed the "Grantor" as relates to the portion of the Property owned.

16. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by any other common method whereby receipt is confirmed, and addressed as follows or such other address as either party from time to time shall designate by written notice to the other.

TO GRANTOR: David and Alice te Velde Revocable Family Trust,  
Under Trust Agreement dated April 21, 2006  
Attn: David te Velde  
5985 4<sup>th</sup> Avenue  
Hanford, CA 93230  
Tel: 559-707-5038  
Fax: 559-584-2673

TO GRANTEE: Wildlife Heritage Foundation  
Attn: President of the Board  
563 Second Street, Suite 120  
Lincoln, CA 95648  
Tel: (916) 434-2759  
Fax: (916) 434-2764

17. **General Provisions.**

- 17.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of California.
- 17.2 **Liberal Construction.** Any general rule of construction to be contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the California Conservation Easement Act of 1979, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 17.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 17.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- 17.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 17.6 **Joint Obligation.** The obligations imposed by this Easement upon Grantor shall be joint and several.
- 17.7 **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- 17.8 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

- 17.9 Not Governmental Approval.** Neither provision of this Easement nor the approval by the County of a grant for the acquisition of this Easement shall constitute a governmental approval of any improvements, construction or other activities which allowed under this Easement.
- 17.10 Estoppel Certificates.** Either party hereto, upon written request of the other, shall within fifteen (15) days execute and deliver to the requesting party an estoppel certificate which certifies the responding party's compliance with any obligations contained in this Easement and otherwise evidences the status of this Easement as may be requested by the requesting party.
- 17.11 Title Encumbrances.** Grantor represents and warrants that there is no outstanding mortgage, lien, encumbrance, or other interest in the Property which has not been expressly subordinated to this Conservation Easement, except the permitted encumbrances set forth in Exhibit E attached hereto and incorporated herein by reference, to which the Easement shall be subordinate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**17.12 Counterparts.** This Easement may be signed in duplicate counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Easement for all purposes, notwithstanding that less than all signatures appear on any one counterpart.

IN WITNESS WHEREOF, Grantor has executed this Deed of Agricultural Conservation Easement as of 12-21, 2012

**GRANTOR:**

By: [Signature]  
David te Velde, Individually and as Trustee of the David and Alice te Velde Revocable Family Trust, Under Trust Agreement dated April 21, 2006

By: [Signature]  
Name: Alice te Velde, Individually and as Trustee of the David and Alice te Velde Revocable Family Trust, Under Trust Agreement dated April 21, 2006

**GRANTEE:**

Wildlife Heritage Foundation  
a California nonprofit public benefit corporation

By: [Signature]  
Name: Patrick Shea 12/21/2012  
Its: Executive Director

**EXHIBITS:**

- Exhibit A: Legal Description
- Exhibit B: Permitted Uses and Practices
- Exhibit C: Prohibited Uses and Practices
- Exhibit D: Baseline Data Report
- Exhibit E: Permitted Encumbrances

17.12 **Counterparts.** This Easement may be signed in duplicate counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Easement for all purposes, notwithstanding that less than all signatures appear on any one counterpart.

IN WITNESS WHEREOF, Grantor has executed this Deed of Agricultural Conservation Easement as of 12-21, 2012.

**GRANTOR:**

By: Signed in counterpart  
David te Velde, Individually and as Trustee of the David and Alice te Velde Revocable Family Trust, Under Trust Agreement dated April 21, 2006

By: Signed in counterpart  
Name: Alice te Velde, Individually and as Trustee of the David and Alice te Velde Revocable Family Trust, Under Trust Agreement dated April 21, 2006

**GRANTEE:**

Wildlife Heritage Foundation  
a California nonprofit public benefit corporation

By: Patrick Shea  
Name: Patrick Shea 12/21/2012  
Its: Executive Director

**EXHIBITS:**

- Exhibit A: Legal Description
- Exhibit B: Permitted Uses and Practices
- Exhibit C: Prohibited Uses and Practices
- Exhibit D: Baseline Data Report
- Exhibit E: Permitted Encumbrances

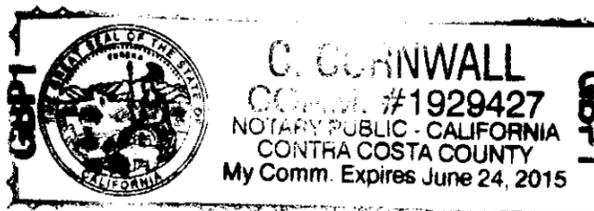
State of California )  
County of Kings )

On December 21, 2012 before me,  
C. Cornwall, Notary Public (here insert name and title of the officer),  
personally appeared David te Velde and Alice te Velde,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within  
instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and  
that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

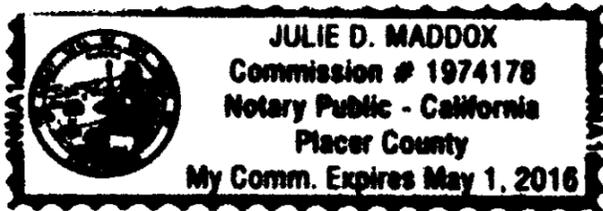
State of California

County of Placer

On Dec. 21, 2012 before me, Julie D. Maddox, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Patrick Shea  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Deed of Agricultural Conservation Easement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**Exhibit A**

**Property Legal Description**

[To be attached]

### EXHIBIT "A" LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF YOLO, STATE OF CALIFORNIA AND BEING PORTIONS OF SECTIONS 25, 26, 27, 34, 35 AND 36, TOWNSHIP 11 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN AND SECTIONS 1, 2, 3, 10 AND 11, TOWNSHIP 10 NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 AS DESCRIBED IN DOCUMENT NO. 2012-0001804-00, SAID COUNTY RECORDS; THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE WEST LINE OF SAID PARCEL 1, NORTH 00° 10'31" WEST 2,640.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 5C AS DESCRIBED IN DOCUMENT NO. 2003-0059895-00, SAID COUNTY RECORDS; THENCE, ALONG THE WEST LINE OF SAID PARCEL 5C, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

(1) NORTH 03° 32'15" WEST 1,206.28 FEET; AND  
 (2) NORTH 03° 03'42" WEST 825.20 FEET TO THE SOUTHWEST CORNER OF PARCEL 5B AS DESCRIBED IN SAID DOCUMENT NO. 2003-0059895-00; THENCE, ALONG THE WEST LINE OF SAID PARCEL 5B, NORTH 03° 03'42" WEST 1,788.06 FEET TO THE NORTHWEST CORNER THEREOF; THENCE, ALONG THE NORTH LINE OF SAID PARCEL 5B, NORTH 88° 30'26" EAST 13.52 FEET TO THE SOUTHWEST CORNER OF PARCEL 5H AS DESCRIBED IN SAID DOCUMENT NO. 2003-0059895-00; THENCE, ALONG THE WEST LINE OF SAID PARCEL 5H, NORTH 02° 57'59" WEST 5,282.71 FEET TO THE NORTHWEST CORNER THEREOF; THENCE, ALONG THE NORTH LINE OF SAID PARCEL 5H, NORTH 89° 20'34" EAST 132.71 FEET TO THE SOUTHWEST CORNER OF PARCEL 5I OF SAID DOCUMENT NO. 2003-0059895-00; THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 5I, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

(1) NORTH 03° 07'04" WEST 356.88 FEET;  
 (2) NORTH 00° 37'56" EAST 107.86 FEET;  
 (3) NORTH 08° 07'56" EAST 110.48 FEET;  
 (4) NORTH 15° 37'56" EAST 108.52 FEET;  
 (5) NORTH 20° 19'56" EAST 104.61 FEET;  
 (6) NORTH 22° 13'56" EAST 102.66 FEET;  
 (7) NORTH 24° 07'56" EAST 102.66 FEET;  
 (8) NORTH 26° 01'56" EAST 102.66 FEET;  
 (9) NORTH 27° 55'56" EAST 102.66 FEET;  
 (10) NORTH 29° 49'56" EAST 102.66 FEET;  
 (11) NORTH 31° 43'56" EAST 102.46 FEET;  
 (12) NORTH 33° 20'56" EAST 71.60 FEET; AND  
 (13) NORTH 31° 05'56" EAST 20.00 FEET TO THE NORTH CORNER OF SAID PARCEL 5I; SAID POINT ALSO BEING AN ANGLE POINT IN THE WESTERLY LINE OF PARCEL 2 AS DESCRIBED IN DOCUMENT NO. 2012-0001805-00, SAID COUNTY RECORDS; THENCE, ALONG SAID WESTERLY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

(1) NORTH 31° 05'56" EAST 176.35 FEET; AND  
 (2) NORTH 23° 50'26" EAST 82.27 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AS DESCRIBED IN SAID DOCUMENT NO. 2003-0059895-00; THENCE, ALONG THE WESTERLY LINE

EXHIBIT "A" LEGAL DESCRIPTION  
(Continued)

OF SAID PARCEL 1, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- (1) NORTH 23° 50'26" EAST 161.76 FEET;
- (2) NORTH 34° 49'26" EAST 381.78 FEET;
- (3) SOUTH 58° 04'04" EAST 154.66 FEET;
- (4) NORTH 33° 56'26" EAST 48.50 FEET;
- (5) NORTH 28° 04'46" EAST 201.10 FEET;
- (6) NORTH 41° 00'26" EAST 99.34 FEET;
- (7) NORTH 19° 43'56" EAST 175.00 FEET;
- (8) NORTH 13° 09'56" EAST 390.00 FEET; AND
- (9) NORTH 02° 03'46" EAST 240.73 FEET TO A POINT ON THE SOUTH LINE OF PARCEL ONE AS DESCRIBED IN DOCUMENT NO. 2006-0044270-00, SAID COUNTY RECORDS; THENCE, ALONG SAID SOUTH LINE, SOUTH 88° 30'26" WEST 22.61 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL ONE, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- (1) NORTH 00° 37'26" EAST 344.00 FEET;
- (2) NORTH 05° 50'04" WEST 250.00 FEET;
- (3) NORTH 26° 45'24" WEST 159.24 FEET;
- (4) NORTH 87° 25'54" WEST 143.99 FEET;
- (5) NORTH 13° 09'26" EAST 490.41 FEET;
- (6) NORTH 29° 29'26" EAST 394.58 FEET;
- (7) NORTH 48° 58'56" EAST 369.60 FEET;
- (8) NORTH 59° 22'56" EAST 326.57 FEET; AND
- (9) NORTH 50° 11'26" EAST 189.86 FEET TO THE NORTH CORNER OF SAID PARCEL ONE; SAID POINT ALSO BEING AN ANGLE POINT IN THE WESTERLY LINE OF PARCEL 1 OF SAID DOCUMENT NO. 2012-0001805-00; THENCE, ALONG SAID WESTERLY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- (1) SOUTH 58° 03'34" EAST 158.58 FEET;
- (2) SOUTH 23° 26'04" EAST 1,247.54 FEET;
- (3) SOUTH 68° 05'04" EAST 580.01 FEET; AND
- (4) SOUTH 21° 18'56" WEST 647.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- (1) NORTH 88° 51'04" EAST 2,020.95 FEET;
- (2) NORTH 01° 02'04" WEST 2,226.38 FEET; AND
- (3) NORTH 88° 30'26" EAST 40.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT D OF DOCUMENT NO. 2012-0004667-00, SAID COUNTY RECORDS; THENCE, ALONG THE WEST LINE OF SAID EXHIBIT D PARCEL, SOUTH 01° 02'04" EAST 2,006.72 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE, ALONG THE SOUTH LINE OF SAID EXHIBIT D PARCEL, NORTH 88° 30'26" EAST 1,562.91 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE, ALONG THE EAST LINE OF SAID EXHIBIT D PARCEL, NORTH 01° 02'04" WEST 2,006.72 FEET TO THE NORTHEAST CORNER THEREOF; SAID POINT ALSO BEING ON THE SOUTH LINE OF PARCEL 1 OF SAID DOCUMENT NO. 2012-0001805-00; THENCE, ALONG SAID SOUTH LINE, NORTH 88° 30'26" EAST 1,023.87 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE, ALONG THE SOUTHERLY

**EXHIBIT "A" LEGAL DESCRIPTION  
(Continued)**

PROJECTION OF THE EAST LINE OF SAID PARCEL 1, SOUTH 01° 29'34" EAST 90.24 FEET TO THE NORTH LINE OF AN EXISTING FIELD; THENCE, ALONG SAID NORTH LINE, NORTH 88° 16'09" EAST 584.95 FEET TO A POINT ON THE WESTERLY EDGE OF A ROAD; THENCE, ALONG THE WESTERLY AND SOUTHERLY EDGES OF SAID ROAD, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- (1) SOUTH 46° 25'30" EAST 349.45 FEET;
- (2) SOUTH 50° 54'25" EAST 48.13 FEET;
- (3) SOUTH 64° 58'12" EAST 61.64 FEET; AND
- (4) SOUTH 81° 54'41" EAST 64.56 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY EDGE AND THE EASTERLY PROJECTION THEREOF, NORTH 86° 39'49" EAST 728.92 FEET TO A POINT ON THE RIGHT BANK OF THE SACRAMENTO RIVER; THENCE, ALONG SAID RIGHT BANK, THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

- (1) SOUTH 37° 31'48" EAST 961.43 FEET;
- (2) SOUTH 25° 23'24" EAST 190.00 FEET;
- (3) SOUTH 48° 30'36" EAST 210.00 FEET;
- (4) SOUTH 21° 54'00" EAST 448.00 FEET;
- (5) SOUTH 30° 44'24" EAST 465.43 FEET;
- (6) SOUTH 30° 00'00" EAST 247.92 FEET;
- (7) SOUTH 27° 55'12" EAST 539.00 FEET;
- (8) SOUTH 21° 16'12" EAST 656.00 FEET;
- (9) SOUTH 27° 57'00" EAST 454.00 FEET;
- (10) SOUTH 12° 34'48" EAST 143.00 FEET; AND
- (11) SOUTH 24° 40'17" EAST 585.50 FEET; THENCE, LEAVING SAID RIGHT BANK AND ALONG A LINE PARALLEL WITH THE SOUTH LINE OF PARCEL THREE AS DESCRIBED IN SAID DOCUMENT NO. 2006-0044270-00; THENCE, ALONG SAID PARALLEL LINE, SOUTH 88° 30'26" WEST 184.63 FEET TO THE WESTERLY EDGE OF A ROAD; THENCE, ALONG SAID WESTERLY EDGE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- (1) SOUTH 19° 34'19" EAST 383.22 FEET; AND
- (2) SOUTH 17° 01'07" EAST 202.99 FEET TO POINT ON THE SOUTH LINE OF SAID PARCEL THREE; THENCE, ALONG SAID SOUTH LINE, NORTH 88° 30'26" EAST 171.36 FEET TO A POINT ON SAID RIGHT BANK; THENCE, ALONG SAID RIGHT BANK, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- (1) SOUTH 18° 14'24" EAST 4.05 FEET;
- (2) SOUTH 16° 05'24" EAST 685.00 FEET;
- (3) SOUTH 07° 06'00" EAST 391.00 FEET;
- (4) SOUTH 00° 24'36" EAST 849.50 FEET;
- (5) SOUTH 07° 42'00" WEST 1,217.00 FEET;
- (6) SOUTH 11° 28'48" WEST 511.00 FEET;
- (7) SOUTH 17° 12'00" WEST 777.00 FEET; AND
- (8) SOUTH 23° 59'24" WEST 1,061.74 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A OF DOCUMENT NO. 2000-0002907-00, SAID COUNTY RECORDS; THENCE, ALONG THE NORTH LINE OF SAID EXHIBIT A PARCEL, SOUTH 88° 30'26" WEST 3,988.42 FEET TO THE NORTHWEST CORNER THEREOF; THENCE, ALONG THE WEST LINE OF SAID EXHIBIT A PARCEL, SOUTH 00° 07'56" EAST

**EXHIBIT "A" LEGAL DESCRIPTION  
(Continued)**

1,790.49 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE, ALONG THE SOUTH LINE OF SAID EXHIBIT A PARCEL, NORTH 88° 52'19" EAST 2,939.29 FEET TO THE SOUTHEAST CORNER THEREOF; SAID POINT ALSO BEING ON SAID RIGHT BANK; THENCE, ALONG SAID RIGHT BANK, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- (1) SOUTH 30° 54'36" WEST 75.29 FEET;
- (2) SOUTH 25° 30'36" WEST 1,015.00 FEET;
- (3) SOUTH 16° 15'00" WEST 1,003.00 FEET;
- (4) SOUTH 15° 49'12" WEST 1,130.00 FEET;
- (5) SOUTH 12° 40'48" WEST 803.00 FEET;
- (6) SOUTH 10° 19'12" WEST 473.00 FEET; AND
- (7) SOUTH 07° 46'48" WEST 402.38 FEET TO THE SOUTHEAST CORNER OF PARCEL 1 OF SAID DOCUMENT NO. 2012-0001804-00; THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 1, SOUTH 88° 35'29" WEST 166.99 FEET TO THE WESTERLY EDGE OF PAVEMENT OF COUNTY ROAD NO. 117; THENCE, ALONG SAID WESTERLY EDGE, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- (1) NORTH 07° 03'24" EAST 529.67 FEET; AND
- (2) NORTH 09° 53'35" EAST 327.53 FEET; THENCE, LEAVING SAID WESTERLY EDGE, SOUTH 89° 41'52" WEST 192.66 FEET; THENCE SOUTH 30° 50'36" WEST 37.02 FEET; THENCE SOUTH 89° 03'26" WEST 571.59 FEET; THENCE SOUTH 01° 24'31" EAST 822.14 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 1; THENCE, ALONG SAID SOUTH LINE, THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES:

- (1) SOUTH 88° 35'29" WEST 1,861.47 FEET;
- (2) NORTH 21° 54'18" EAST 116.62 FEET;
- (3) NORTH 42° 26'46" EAST 571.20 FEET;
- (4) NORTH 29° 06'20" EAST 97.32 FEET;
- (5) NORTH 12° 18'05" EAST 63.42 FEET;
- (6) NORTH 00° 27'06" WEST 185.77 FEET;
- (7) NORTH 03° 43'10" WEST 1,157.16 FEET;
- (8) NORTH 00° 30'19" EAST 56.78 FEET;
- (9) NORTH 08° 32'52" EAST 180.33 FEET;
- (10) SOUTH 70° 17'09" WEST 40.18 FEET;
- (11) SOUTH 23° 22'55" WEST 377.44 FEET;
- (12) SOUTH 53° 57'00" WEST 63.10 FEET;
- (13) SOUTH 88° 25'27" WEST 1,071.07 FEET;
- (14) SOUTH 00° 27'50" EAST 20.61 FEET;
- (15) SOUTH 88° 39'19" WEST 354.99 FEET;
- (16) SOUTH 47° 06'08" WEST 87.12 FEET;
- (17) SOUTH 30° 59'30" WEST 1,658.45 FEET;
- (18) NORTH 85° 31'16" WEST 833.39 FEET;
- (19) SOUTH 88° 34'32" WEST 1,507.92 FEET;
- (20) SOUTH 84° 12'58" WEST 639.39 FEET;
- (21) SOUTH 62° 37'17" WEST 64.92 FEET;
- (22) SOUTH 08° 56'42" EAST 379.44 FEET; AND
- (23) SOUTH 88° 35'29" WEST 559.54 FEET TO SAID POINT OF BEGINNING.

EXHIBIT "A" LEGAL DESCRIPTION  
(Continued)

EXCEPTING THEREFROM ANY PORTION LYING BELOW THE ORDINARY HIGH WATER MARK OF THE SACRAMENTO RIVER.

(A) ALSO EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 2 AS DESCRIBED IN EXHIBIT D OF DOCUMENT NO. 2009-0002189-00, SAID COUNTY RECORDS.

(B) ALSO EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 2 AS DESCRIBED IN EXHIBIT D OF DOCUMENT NO. 2008-0009617-00, SAID COUNTY RECORDS.

(C) ALSO EXCEPTING THEREFROM THAT PORTION OF SAID SECTIONS 2 AND 3 AS DESCRIBED IN EXHIBIT D OF DOCUMENT NO. 2007-0008650-00, SAID COUNTY RECORDS.

(D) ALSO EXCEPTING THEREFROM A PORTION OF SAID SECTION 34, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 34; SAID POINT BEING DISTANT FROM NATIONAL GEODETIC SURVEY DESIGNATION "SM NO 15" (PID-AI5070) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 03° 24'49" WEST 12,288.85 FEET TO NATIONAL GEODETIC SURVEY DESIGNATION "FREMONT" (PID-AI5063); AND (2) SOUTH 41° 11'42" EAST 7,685.50 FEET; THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE SOUTH LINE OF SAID SECTION 34, SOUTH 88° 30'26" WEST 660.00 FEET TO A POINT ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34; THENCE, ALONG SAID PARALLEL LINE, NORTH 00° 58'04" WEST 660.00 FEET TO A POINT ON A LINE PARALLEL WITH SAID SOUTH LINE; THENCE, ALONG SAID PARALLEL LINE, NORTH 88° 30'26" EAST 660.00 FEET TO A POINT ON SAID EAST LINE; THENCE, ALONG SAID EAST LINE, SOUTH 00° 58'04" EAST 660.00 FEET TO SAID POINT OF BEGINNING.

(E) ALSO EXCEPTING THEREFROM A PORTION OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; SAID POINT BEING DISTANT FROM NATIONAL GEODETIC SURVEY DESIGNATION "SM NO 15" (PID-AI5070) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 03° 24'49" WEST 12,288.85 FEET TO NATIONAL GEODETIC SURVEY DESIGNATION "FREMONT" (PID-AI5063); AND (2) SOUTH 41° 11'42" EAST 7,685.50 FEET; THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE WEST LINE OF SAID SECTION 35, NORTH 00° 58'04" WEST 337.16 FEET TO A POINT ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35; THENCE, ALONG SAID PARALLEL LINE, NORTH 88° 30'26" EAST 646.01 FEET TO A POINT ON A LINE PARALLEL WITH SAID WEST LINE; THENCE, ALONG SAID PARALLEL LINE, SOUTH 00° 58'04" EAST 337.16 FEET TO A POINT ON SAID SOUTH LINE; THENCE, ALONG SAID SOUTH LINE, SOUTH 88° 30'26" WEST 646.01 FEET TO SAID POINT OF BEGINNING.

(F) ALSO EXCEPTING THEREFROM A PORTION OF PARCEL 1 AS DESCRIBED IN SAID DOCUMENT NO. 2012-0001804-00, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY EDGE OF PAVEMENT OF COUNTY ROAD NO. 117;

**EXHIBIT "A" LEGAL DESCRIPTION  
(Continued)**

SAID POINT BEING DISTANT FROM NATIONAL GEODETIC SURVEY DESIGNATION "SM NO 15" (PID-AI5070) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 03° 24'49" WEST 12,288.85 FEET TO NATIONAL GEODETIC SURVEY DESIGNATION "FREMONT" (PID-AI5063); AND (2) SOUTH 43° 38'11" EAST 13,103.22 FEET; THENCE, FROM SAID POINT OF BEGINNING AND ALONG SAID WESTERLY EDGE, SOUTH 16° 13'49" WEST 312.45 FEET; THENCE, LEAVING SAID WESTERLY EDGE, NORTH 90° 00'00" WEST 319.34 FEET; THENCE NORTH 00° 00'00" EAST 300.00 FEET; THENCE SOUTH 90° 00'00" EAST 406.66 FEET TO SAID POINT OF BEGINNING.

(G) ALSO EXCEPTING THEREFROM A PORTION OF PARCEL 6 AS DESCRIBED IN SAID DOCUMENT NO. 2003-0059895-00, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY EDGE OF PAVEMENT OF COUNTY ROAD NO. 117; SAID POINT BEING DISTANT FROM NATIONAL GEODETIC SURVEY DESIGNATION "SM NO 15" (PID-AI5070) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 03° 24'49" WEST 12,288.85 FEET TO NATIONAL GEODETIC SURVEY DESIGNATION "FREMONT" (PID-AI5063); AND (2) SOUTH 76° 22'54" EAST 12,099.01 FEET; THENCE, FROM SAID POINT OF BEGINNING AND ALONG SAID WESTERLY EDGE, THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 04° 46'49" WEST 196.61 FEET; (2) SOUTH 09° 45'20" WEST 508.13 FEET; AND (3) SOUTH 13° 25'46" WEST 72.14 FEET; THENCE, LEAVING SAID WESTERLY EDGE, SOUTH 87° 15'26" WEST 486.39 FEET; THENCE NORTH 02° 44'34" WEST 760.29 FEET; THENCE NORTH 87° 15'26" EAST 642.19 FEET TO SAID POINT OF BEGINNING.

(H) ALSO EXCEPTING THEREFROM PORTIONS OF PARCEL 1 AS DESCRIBED IN DOCUMENT NO. 2012-0001804-00, SAID COUNTY RECORDS AND PARCEL 5C AS DESCRIBED IN DOCUMENT NO. 2003-0059895-00, SAID COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL 1 WITH THE EASTERLY LINE OF PARCEL 2 AS DESCRIBED IN DOCUMENT NO. 2001-0001520-00, SAID COUNTY RECORDS; SAID POINT BEING DISTANT NORTH 88° 37'59" EAST 406.50 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE, FROM SAID POINT OF BEGINNING AND ALONG SAID EASTERLY LINE, SOUTH 02° 59'30" EAST 1,139.92 FEET TO A POINT ON THE NORTH LINE OF PACIFIC GAS AND ELECTRIC COMPANY'S 50 FOOT WIDE PIPELINE EASEMENT DESIGNATED AS LD2111-03-0294; THENCE, ALONG THE NORTH AND WEST LINES OF SAID EASEMENT, THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 89° 43'40" EAST 3,588.81 FEET; (2) NORTH 30° 26'22" EAST 520.13 FEET; AND (3) NORTH 00° 46'41" WEST 2,168.10 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 632.85 FEET SOUTHERLY OF AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID PARCEL 5C; THENCE, ALONG SAID PARALLEL LINE, SOUTH 88° 36'37" WEST 3,952.63 FEET TO A POINT ON SAID EASTERLY LINE; THENCE, ALONG SAID EASTERLY LINE, THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 03° 13'00" EAST 384.66 FEET; (2) SOUTH 03° 17'00" WEST 50.27 FEET; AND (3) SOUTH 02° 59'30" EAST 966.25 FEET TO SAID POINT OF BEGINNING.

(I) ALSO EXCEPTING THEREFROM A PORTION OF PARCEL 1 AS DESCRIBED IN DOCUMENT

**EXHIBIT "A" LEGAL DESCRIPTION  
(Continued)**

NO. 2012-0001804-00, SAID COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF PARCEL 2 AS DESCRIBED IN DOCUMENT NO. 2001-0001520-00, SAID COUNTY RECORDS WITH THE SOUTH LINE OF PACIFIC GAS AND ELECTRIC COMPANY'S 50 FOOT WIDE PIPELINE EASEMENT DESIGNATED AS LD2111-03-029; SAID POINT BEING DISTANT, FROM THE NORTHWEST CORNER OF SAID PARCEL 1, THE FOLLOWING TWO COURSES AND DISTANCES: (1) NORTH 88° 37'59" EAST 406.50 FEET TO A POINT ON SAID EASTERLY LINE; AND (2) ALONG SAID EASTERLY LINE, SOUTH 02° 59'30" EAST 1,189.97 FEET; THENCE, FROM SAID POINT OF BEGINNING AND ALONG SAID EASTERLY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 02° 59'30" EAST 625.93 FEET; AND (2) SOUTH 00° 51'20" EAST 378.58 FEET TO A POINT ON THE NORTH LINE OF A PROPOSED ACCESS AND DITCH EASEMENT; THENCE, ALONG SAID NORTH LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 39° 07'41" EAST 8.24 FEET; (2) NORTH 85° 50'40" EAST 897.99 FEET; (3) NORTH 88° 25'36" EAST 2,013.13 FEET; AND (4) SOUTH 75° 20'09" EAST 94.95 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE ACCESS AND DITCH EASEMENT AS DESCRIBED IN SAID DOCUMENT NO. 2012-0001804-00; THENCE, ALONG SAID NORTHWESTERLY LINE, NORTH 30° 59'30" EAST 1,070.87 FEET TO A POINT ON SAID SOUTH LINE; THENCE, ALONG SAID SOUTH LINE, SOUTH 89° 43'40" WEST 3,594.83 FEET TO SAID POINT OF BEGINNING.

## **Exhibit B**

### **Permitted Uses and Practices**

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted under this Easement, to the extent that they are conducted in a manner that does not significantly impair the Protected Values or otherwise interfere with the Purposes of the Easement.

1. To engage in any and all agricultural uses of the Property in accordance with sound, generally accepted agricultural management and maintenance practices, including to periodically fallow all or portions of the Property.
2. To plant some or all of the Property in permanent or perennial agricultural crops, including but not limited to trees, orchards, vines, and other crops.
3. To maintain and repair existing fences, roads, ditches, and other improvements on the Property.
4. To control predatory and problem animals by the use of selective control techniques in accordance with established game laws.
5. To utilize the Property for recreational or educational purposes, including, but not limited to, hunting, fishing, horseback riding and dog training.
5. To breed, raise, release, and harvest (hunting) pheasants, other fowl and fish and game in accordance with established game laws.
6. To allow public access, as determined by Grantor in its sole discretion, for public enjoyment of the Protected Values.

## **Exhibit C**

### **Prohibited Uses and Practices**

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Easement and are expressly prohibited upon or within the Property:

1. The impairment of the Protected Values, except as otherwise provided herein.
2. The establishment of commercial or industrial uses or the construction, placing, or erection of any signs (except as otherwise permitted as a matter of right by any zoning ordinance) or billboards; except as noted in Paragraph 2d of the Easement.
3. The construction, reconstruction, or replacement of any road or structure except as may be consistent with common agricultural practices.
4. The division, subdivision, or de facto subdivision of the Property, unless expressly made subject to this Agreement within the deed completing the division, subdivision, or de facto subdivision of the Property, and made in compliance with Section 15.3 of this Easement.
5. The use of motorized vehicles, except in connection with the uses of the Property authorized under this Easement.
6. The commercial harvesting of timber.
7. The dumping or other disposal of wastes, refuse or debris on the Property, except for organic material generated by permitted conservation uses on the Property, provided that any such dumping or disposal of organic material shall be in accordance with applicable law and generally accepted conservation management practices.
8. Removing, destroying, or cutting of trees, shrubs or other riparian and native vegetation, except as reasonably necessary and/or prudent for (1) fire breaks; (2) prevention or treatment of disease; or (3) removing vegetation and debris which poses a health and safety hazard or a threat to standard agricultural operations and/or native habit, including, but not limited to, noxious weeds and downed trees or limbs; or (4) after obtaining the written approval of Grantee.
9. Any mineral substance extraction, except as permitted in Paragraph 6 of the Easement.

**Exhibit D**

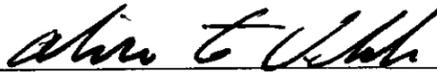
**ACKNOWLEDGMENT OF RECEIPT  
OF  
BASELINE DOCUMENTATION REPORT**

**Grantor and Grantee each have a copy of the Baseline Documentation Report dated June 13, 2013, which is incorporated herein by reference.**

This Acknowledgment may be signed in duplicate counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Acknowledgment for all purposes, notwithstanding that less than all signatures appear on any one counterpart.

**GRANTOR:**

By:   
David te Velde, Individually and as Trustee of the  
David and Alice te Velde Revocable Family Trust,  
Under Trust Agreement dated April 21, 2006

By:   
Alice te Velde, Individually and as Trustee of the  
David and Alice te Velde Revocable Family Trust,  
Under Trust Agreement dated April 21, 2006

**GRANTEE:**

Wildlife Heritage Foundation  
a California nonprofit public benefit corporation

By:   
Name: Patrick Shea  
Its: Executive Director

**Exhibit E**

**PERMITTED ENCUMBRANCES**

**The permitted encumbrances consist of liens for non-delinquent real property taxes and assessments, and the following listed exceptions taken from that certain Preliminary Report, Order Number \_\_\_\_\_, dated as of \_\_\_\_\_, 2011 and issued by \_\_\_\_\_.**

**[List Schedule B exceptions from last approved update prior to closing.]**

see attached proforma policy

Order No. 101-45296  
Policy No. PROFORMA

**SCHEDULE B  
PART I**

**This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:**

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.**

**Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.**

- 2. Any facts, rights, interest or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.**
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.**
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other factors which a correct survey would disclose, and which are not shown by the public records.**
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.**
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.**

**PLACER TITLE COMPANY**  
Policy Issuing Agent for Old Republic National Title Insurance Company

CLTA OWNERS, BI

Order No. 101-45296  
Policy No. PROFORMA

**SCHEDULE B - PART II  
EXCEPTIONS**

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2013-2014, A LIEN, NOT YET DUE OR PAYABLE.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
3. RIGHTS OF THE PUBLIC, THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, OR OF THE UNITED STATES OF AMERICA IN OR TO ANY PORTION OF THE LAND LYING BELOW THE HIGH WATER LINE OF THE SACRAMENTO RIVER AS IT EXISTS NOW OR AS IT HAS EXISTED IN THE STATE OF NATURE.
4. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT: (A) SOME PORTION OF SAID LAND HAS BEEN CREATED BY ARTIFICIAL MEANS, OR HAS ACCRETED TO SUCH PORTION SO CREATED. (B) SOME PORTION OF SAID LAND HAS BEEN BROUGHT WITHIN THE BOUNDARIES THEREOF BY AN AVULSIVE MOVEMENT OF SACRAMENTO RIVER, OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH PORTION.
5. RIGHTS AND EASEMENTS, INCLUDING BUT NOT LIMITED TO, RECREATION, NAVIGATION AND FISHERIES, WHICH MAY EXIST OVER THAT PORTION OF SAID LAND LYING BENEATH THE WATERS OF SACRAMENTO RIVER.
6. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
7. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT SOME PORTION OF SAID LAND HAS NOT BEEN CONTINUOUSLY WITHIN THE BOUNDARIES OF THE COUNTY OF YOLO.
8. RIGHTS OF THE PUBLIC AND OF THE COUNTY OF YOLO, AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN COUNTY ROADS.
9. RIGHTS OF THE PUBLIC AND/OR RECLAMATION DISTRICT NO. 1600, IN AND TO THE HIGHWAYS, ROADS, DITCHES, CANALS AND LEVEES EMBRACED WITHIN THE BOUNDARIES OF THE LAND DESCRIBED HEREIN.
10. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF YOLO, IN DEED RECORDED DECEMBER 10, 1878, AS BOOK Y, PAGE 552, BOOK OF DEEDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

11. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF YOLO, IN DEED RECORDED JANUARY 14, 1879, AS BOOK Y, PAGE 634, BOOK OF DEEDS.

**PLACER TITLE COMPANY**  
Policy Issuing Agent for Old Republic National Title Insurance Company

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Order No. 101-45296  
Policy No. PROFORMA

**SCHEDULE B - PART II  
EXCEPTIONS (continued)**

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 12. AN EASEMENT OVER SAID LAND FOR IRRIGATION PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO YOLO COUNTY CONSOLIDATED WATER COMPANY, IN DEED RECORDED AUGUST 13, 1903, AS BOOK 64, PAGE 224, BOOK OF DEEDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT:

- 13. AN EASEMENT OVER SAID LAND FOR IRRIGATION PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO COTTONWOOD DITCH COMPANY, IN DEED RECORDED MARCH 18, 1907, AS BOOK 70, PAGE 120, BOOK OF DEEDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 14. AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO ELMA S. RICE, IN DEED RECORDED DECEMBER 24, 1913, AS BOOK 83, PAGE 618, BOOK OF DEEDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 15. AN EASEMENT OVER SAID LAND FOR RECLAMATION PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO RECLAMATION DISTRICT NO. 1600, IN DEED RECORDED MAY 25, 1915, AS BOOK 87, PAGE 398, BOOK OF DEEDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 16. AN EASEMENT OVER SAID LAND FOR RECLAMATION PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO RECLAMATION DISTRICT NO. 1600, IN DEED RECORDED JUNE 17, 1915, AS BOOK 87, PAGE 430, BOOK OF DEEDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 17. AN EASEMENT OVER SAID LAND FOR RECLAMATION PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO RECLAMATION DISTRICT NO. 1600, IN DEED RECORDED DECEMBER 04, 1916, AS BOOK 91, PAGE 54, BOOK OF DEEDS.

**PLACER TITLE COMPANY**  
Policy Issuing Agent for Old Republic National Title Insurance Company

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Order No. 101-45296  
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**SCHEDULE B - PART II  
EXCEPTIONS (continued)**

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 18. AN EASEMENT OVER SAID LAND FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, IN DEED RECORDED NOVEMBER 12, 1924, AS BOOK 108, PAGE 318, BOOK OF DEEDS.

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 19. AN EASEMENT OVER SAID LAND FOR DITCH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO WILLIAM E. TADLOCK, IN DEED RECORDED MAY 23, 1936, AS BOOK 68, PAGE 186, OFFICIAL RECORDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 20. AN EASEMENT OVER SAID LAND FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, IN DEED RECORDED FEBRUARY 20, 1936, AS BOOK 87, PAGE 381, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 21. AN EASEMENT OVER SAID LAND FOR POLE LINE AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, IN DEED RECORDED SEPTEMBER 01, 1939, AS BOOK 130, PAGE 469, OFFICIAL RECORDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 22. AN EASEMENT OVER SAID LAND FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, IN DEED RECORDED OCTOBER 02, 1939, AS BOOK 132, PAGE 209, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 23. AN EASEMENT OVER SAID LAND FOR ELECTRICAL FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, IN DEED RECORDED OCTOBER 04, 1941, AS BOOK 157, PAGE 49, OFFICIAL RECORDS.

**PLACER TITLE COMPANY**  
Policy Issuing Agent for Old Republic National Title Insurance Company

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Order No. 101-45296  
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**SCHEDULE B - PART II**  
**EXCEPTIONS (continued)**

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 24. AN EASEMENT OVER SAID LAND FOR DITCH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO ELMER W. ARMFIELD, ET AL, IN DEED RECORDED MAY 25, 1942, AS BOOK 179, PAGE 391, OFFICIAL RECORDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 25. AN EASEMENT OVER SAID LAND FOR DITCH PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO H.V. GRANT ET AL, IN DEED RECORDED AUGUST 16, 1950, AS BOOK 325, PAGE 460, OFFICIAL RECORDS.

AFFECTS: PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 26. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT", BY AND BETWEEN CORPORATION OF THE PRESIDENT OF THE SAN JOAQUIN STAKE, CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, AND SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, DATED OCTOBER 10, 1961, RECORDED OCTOBER 30, 1961, AS BOOK 654, PAGE 75, OFFICIAL RECORDS.

- 27. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "RIGHT OF ENTRY AGREEMENT", BY AND BETWEEN SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, AND LAYTON KNAGGS, DATED APRIL 03, 1967, RECORDED APRIL 03, 1967, AS BOOK 851, PAGE 101, OFFICIAL RECORDS.

- 28. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "RIGHT OF ENTRY AGREEMENT", BY AND BETWEEN DESERET FARMS, AND SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, DATED NOVEMBER 22, 1966, RECORDED APRIL 27, 1967, AS BOOK 853, PAGE 53, OFFICIAL RECORDS.

- 29. AN EASEMENT OVER SAID LAND FOR RECLAMATION PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO RECLAMATION DISTRICT NO. 1600, IN DEED RECORDED JANUARY 26, 1968, AS BOOK 873, PAGE 209, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 30. AN EASEMENT OVER SAID LAND FOR RECLAMATION PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO RECLAMATION DISTRICT NO. 1600, IN DEED RECORDED MARCH 04, 1968, AS BOOK 876, PAGE 64, OFFICIAL RECORDS.

**PLACER TITLE COMPANY**  
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Order No. 101-45296  
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**SCHEDULE B - PART II  
EXCEPTIONS (continued)**

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 31. AN EASEMENT OVER SAID LAND FOR RECLAMATION PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO RECLAMATION DISTRICT NO. 1600, IN DEED RECORDED MARCH 13, 1968, AS BOOK 876, PAGE 559, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 32. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "JOINT USE AGREEMENT", BY AND BETWEEN SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, AND RECLAMATION DISTRICT NO. 1600, DATED MARCH 13, 1968, RECORDED MARCH 13, 1968, AS BOOK 885, PAGE 587, OFFICIAL RECORDS.
- 33. LAND USE CONTRACT MADE AND ENTERED INTO PURSUANT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965, DATED FEBRUARY 01, 1971, EXECUTED BY LAYTON KNAGGS AND THE COUNTY OF YOLO, RECORDED FEBRUARY 26, 1971, AS BOOK 969, PAGE 652, OFFICIAL RECORDS.

WILLIAMSON ACT SUCCESSOR AGREEMENT, RECORDED JANUARY 25, 2012, INSTRUMENT NO. 2012-0002419, OFFICIAL RECORDS.

THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE REGARDING IMPLEMENTATION OF ASSEMBLY BILL 1265 FOR 2013 AND LIST OF AFFECTED PARCELS PURSUANT TO GOVERNMENT CODE SECTION 51244(B)(2)", BY THE COUNTY OF YOLO, DATED FEBRUARY 21, 2012, RECORDED MARCH 01, 2013, AS INSTRUMENT NO. 2013-0006726, OFFICIAL RECORDS.

- 34. LAND USE CONTRACT MADE AND ENTERED INTO PURSUANT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965, DATED FEBRUARY 01, 1971, EXECUTED BY DESERET FARMS OF CALIFORNIA AND THE COUNTY OF YOLO, RECORDED FEBRUARY 26, 1971, AS BOOK 969, PAGE 670, OFFICIAL RECORDS.

WILLIAMSON ACT SUCCESSOR AGREEMENT, RECORDED AUGUST 01, 2008, INSTRUMENT NO. 2008-0023861, OFFICIAL RECORDS.

WILLIAMSON ACT SUCCESSOR AGREEMENT, RECORDED JANUARY 25, 2012, INSTRUMENT NO. 2012-0002419, OFFICIAL RECORDS.

THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE REGARDING IMPLEMENTATION OF ASSEMBLY BILL 1265 FOR 2013 AND LIST OF AFFECTED PARCELS PURSUANT TO GOVERNMENT CODE SECTION 51244(B)(2)", BY THE COUNTY OF YOLO, DATED FEBRUARY 21, 2012, RECORDED

**PLACER TITLE COMPANY**  
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**SCHEDULE B - PART II**  
**EXCEPTIONS (continued)**

MARCH 01, 2013, AS INSTRUMENT NO. 2013-0006726, OFFICIAL RECORDS.

- 35. AN EASEMENT OVER SAID LAND FOR PRESENT OR FUTURE FLOOD CONTROL AND INCIDENTAL PURPOSES, AS GRANTED TO SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, IN DEED RECORDED SEPTEMBER 13, 1973, AS BOOK 1076, PAGE 578, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 36. AN EASEMENT OVER SAID LAND FOR PIPE LINES AND INCIDENTAL PURPOSES, AS GRANTED TO SHELL OIL COMPANY, IN DEED RECORDED AUGUST 30, 1977, AS BOOK 1264, PAGE 449, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 37. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT", BY AND BETWEEN LAYTON KNAGGS, AND STATE RECLAMATION BOARD, DATED JULY 09, 1981, RECORDED JULY 30, 1981, AS BOOK 1484, PAGE 669, OFFICIAL RECORDS.

- 38. AN EASEMENT OVER SAID LAND FOR FLOOD CONTROL AND INCIDENTAL PURPOSES, AS GRANTED TO SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, IN DEED RECORDED MAY 11, 1990, AS BOOK 2120, PAGE 608, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SAID PROPERTY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 39. OIL, GAS AND MINERAL LEASE, DATED MARCH 13, 1999, BY AND BETWEEN KNAGGS FARMING COMPANY, L.P., AS LESSOR, AND SUNSET EXPLORATION, INC., AS LESSEE, AND ON THE TERMS AND CONDITIONS CONTAINED THEREIN, RECORDED MAY 05, 1999, AS INSTRUMENT NO. 99-0014007, OFFICIAL RECORDS.

SAID LEASE MODIFIED BY THAT CERTAIN INSTRUMENT ENTITLED DECLARATION OF POOLING, RECORDED FEBRUARY 15, 2000, INSTRUMENT NO. 2000-0003756, OFFICIAL RECORDS.

SAID LEASE MODIFIED BY THAT CERTAIN PARTIAL QUITCLAIM DEED, RECORDED APRIL 24, 2000, INSTRUMENT NO. 2000-0009615, OFFICIAL RECORDS.

- 40. AN UNRECORDED AGREEMENT EXECUTED BY AND BETWEEN WILDLANDS, INC., A CALIFORNIA CORPORATION AND FARMLAND RESERVE, INC., AS DISCLOSED BY MEMORANDUM OF AGREEMENT, RECORDED SEPTEMBER 26, 2003, AS INSTRUMENT NO. 2003-0059894, OFFICIAL RECORDS, AND ON THE TERMS AND PROVISIONS

**PLACER TITLE COMPANY**  
Policy Issuing Agent for Old Republic National Title Insurance Company

CLTA OWN. B11.0

Order No. 101-45296  
Policy No. PROFORMA

**SCHEDULE B - PART II  
EXCEPTIONS (continued)**

CONTAINED IN SAID AGREEMENT.

SHORT FORM ASSIGNMENT AND ASSUMPTION AGREEMENT, RECORDED SEPTEMBER 26, 2003, INSTRUMENT NO. 2003-0059899, OFFICIAL RECORDS.

41. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "ACCESS EASEMENT AGREEMENT", BY AND BETWEEN KNAGGS WALNUT RANCHES COMPANY, L.P., A CALIFORNIA LIMITED PARTNERSHIP, AND SACRAMENTO RIVER RANCH II, LLC, DATED NOVEMBER 09, 2006, RECORDED NOVEMBER 09, 2006, AS INSTRUMENT NO. 2006-0044271, OFFICIAL RECORDS.

42. AN EASEMENT OVER SAID LAND FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, AS GRANTED TO SACRAMENTO RIVER RANCH II, LLC, IN DEED RECORDED DECEMBER 21, 2007, AS INSTRUMENT NO. 2007-0042620, OFFICIAL RECORDS.

AFFECTS: SEE RECORDED INSTRUMENT FOR FULL PARTICULARS

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

43. OIL, GAS AND MINERAL LEASE, DATED FEBRUARY 22, 2008, BY AND BETWEEN FARMLAND RESERVE, INC., AS LESSOR, AND DRYDEN INTERNATIONAL, INC., AS LESSEE, AND ON THE TERMS AND CONDITIONS CONTAINED THEREIN, RECORDED JUNE 19, 2008, AS INSTRUMENT NO. 2008-0018903, OFFICIAL RECORDS.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

44. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "ACCESS EASEMENT AGREEMENT", BY AND BETWEEN DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES, AND SACRAMENTO RIVER RANCH, LLC, DATED JULY 30, 2008, RECORDED JULY 30, 2008, AS INSTRUMENT NO. 2008-0023531, OFFICIAL RECORDS.

45. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL ACCESS EASEMENT AGREEMENT", BY AND BETWEEN DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES, AND SACRAMENTO RIVER RANCH, LLC, DATED JULY 30, 2008, RECORDED JULY 30, 2008, AS INSTRUMENT NO. 2008-0023532, OFFICIAL RECORDS.

46. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "JOINT WATER USE AND EASEMENT AGREEMENT", BY AND BETWEEN SACRAMENTO RIVER RANCH, LLC, SACRAMENTO RIVER RANCH II, LLC, THE SACRAMENTO VALLEY CONSERVANCY, AND DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES, DATED JULY 29, 2008, RECORDED JULY 30, 2008, AS INSTRUMENT NO. 2008-0023533, OFFICIAL RECORDS.

47. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE

**PLACER TITLE COMPANY**

Policy Issuing Agent for Old Republic National Title Insurance Company

CLTA. OWN. BII. O

Order No. 101-45296  
 Policy No. PROFORMA

**SCHEDULE B - PART II**  
**EXCEPTIONS (continued)**

DOCUMENT ENTITLED "LAND USE AND EASEMENT AGREEMENT", BY AND BETWEEN SACRAMENTO RIVER RANCH, LLC, AND WILDLANDS, INC., DATED JULY 10, 2009, RECORDED JULY 24, 2009, AS INSTRUMENT NO. 2009-0023873, OFFICIAL RECORDS.

48. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "AGRICULTURAL CONSERVATION EASEMENT OPTION AGREEMENT", BY AND BETWEEN SACRAMENTO RIVER RANCH, LLC, SACRAMENTO RIVER RANCH II, LLC, AND DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES OF THE DAVID AND ALICE TE VELDE REVOCABLE FAMILY TRUST, DATED DECEMBER 28, 2012, RECORDED DECEMBER 28, 2012, AS INSTRUMENT NO. 2012-0043757, OFFICIAL RECORDS.
49. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "CONSERVATION EASEMENT OPTION AGREEMENT (SWAINSON'S HAWK)", BY AND BETWEEN SACRAMENTO RIVER RANCH, LLC, SACRAMENTO RIVER RANCH II, LLC, AND DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES OF THE DAVID AND ALICE TE VELDE REVOCABLE FAMILY TRUST, DATED DECEMBER 28, 2012, RECORDED DECEMBER 28, 2012, AS INSTRUMENT NO. 2012-0043757, OFFICIAL RECORDS.
50. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "WATER ASSIGNMENT AND MARKETING AGREEMENT", BY AND BETWEEN SACRAMENTO RIVER RANCH, LLC, SACRAMENTO RIVER RANCH II, LLC, AND DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES OF THE DAVID AND ALICE TE VELDE REVOCABLE FAMILY TRUST DATED APRIL 26, 2006, DATED DECEMBER 28, 2012, RECORDED DECEMBER 28, 2012, AS INSTRUMENT NO. 2012-0043759, OFFICIAL RECORDS.
51. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "ACCESS EASEMENT AGREEMENT", BY AND BETWEEN DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES OF THE DAVID AND ALICE TE VELDE REVOCABLE FAMILY TRUST, SACRAMENTO RIVER RANCH, LLC, AND SACRAMENTO RIVER RANCH II, LLC, DATED DECEMBER 28, 2012, RECORDED DECEMBER 28, 2012, AS INSTRUMENT NO. 2012-0043760, OFFICIAL RECORDS.
52. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "ACCESS EASEMENT AGREEMENT", BY AND BETWEEN SACRAMENTO RIVER RANCH, LLC, SACRAMENTO RIVER RANCH II, LLC, AND DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES OF THE DAVID AND ALICE TE VELDE REVOCABLE FAMILY TRUST, DATED DECEMBER 28, 2012, RECORDED DECEMBER 28, 2012, AS INSTRUMENT NO. 2012-0043761, OFFICIAL RECORDS.
53. THE TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS CONTAINED IN THE DOCUMENT ENTITLED "TEMPORARY EASEMENT AGREEMENT", BY AND BETWEEN DAVID TE VELDE AND ALICE TE VELDE, CO-TRUSTEES OF THE DAVID AND ALICE TE VELDE REVOCABLE FAMILY TRUST, AND SACRAMENTO RIVER RANCH, LLC, DATED DECEMBER 28, 2012, RECORDED DECEMBER 28, 2012, AS INSTRUMENT NO.

PLACER TITLE COMPANY

Policy Issuing Agent for Old Republic National Title Insurance Company

CLTA. OWN. B.I.I. 0

**END OF DOCUMENT**

34

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

**DEPARTMENT OF WATER RESOURCES**

Division of Engineering  
Real Estate Branch  
P.O. Box 942836  
Sacramento, CA 94236

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 057-020-006, 057-060-002, 057-060-005,  
057-060-011, 057-100-016

**GRANT DEED**  
(INDIVIDUAL)

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-119 PARCEL 1, 2, 3 & UNIT A  
X-9A-30

**David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006 and David Te Velde and Alice Te Velde, Co-Trustees of the David and Alice Te Velde Revocable Family Trust,**  
GRANT to the STATE OF CALIFORNIA all that real property in the County of Yolo, State of California, identified in the records of the Department of Water Resources as:

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
YBSH-119 PARCEL 1	4.77 Acres	Fee
YBSH-119 PARCEL 2	0.20 Acres	Fee
YBSH-119 PARCEL 3	2.52 Acres	Fee
YBSH-119 UNIT A	76.09 Acres	Flowage Easement

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

This Grant Deed is granted effective of the State of California's acceptance of this deed, by **David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006** and **David Te Velde and Alice Te Velde, Co-Trustees of the David and Alice Te Velde Revocable Family Trust**, ("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.

DRAFT

EXHIBIT "A" LEGAL DESCRIPTION

All that real property being portions of Rancho Rio Jesus Maria, and also being portions of projected Sections 3 and 10 in Township 10 North, Range 3 East, and Sections 27 and 34 in Township 11 North, Range 3 East, Mount Diablo Base and Meridian, Yolo County, State of California, and also being a portion of PARCEL ONE described in the GRANT DEED recorded July 30, 2008 as DOC-2008-0023530-00, Official Records of said County, and also being a portion of PARCELS TWO B, TWO C, TWO D, TWO E and FIVE described in the GRANT DEED recorded December 28, 2012, in DOC-2012-0043756-00, Official Records of said County described as follows:

YBSH-119 PARCEL 1

BEGINNING at a found 2-1/2 inch iron pipe bent southerly on the south line of PARCEL B and being a 2 inch iron pipe as shown on the PARCEL MAP NO. 2644 for Faustine Silva Jr., filed May 26, 1978, in Book 4 of Parcel Maps, Page 24, said County Records, which bears South 00° 26' 07" East 2613.25 feet from a found 2 inch pipe at the northwest corner of said Section 3 as shown on said Parcel Map;

THENCE FROM SAID POINT OF BEGINNING, along said south line of Parcel B, North 88° 30' 15" East 413.21 feet to a found 2 inch iron pipe with driving head as shown on said Parcel Map;  
thence continuing North 88° 30' 15" East 260.45 feet to the west sideline of the ACCESS EASEMENT recorded January 5, 2018 in DOC-2018-0000419-00, said Official Records,  
thence southerly along said west sideline South 03° 17' 14" East 424.23 feet;  
thence leaving said west sideline North 90° West 319.11 feet;  
thence North 10° 49' 36" West 217.45 feet;  
thence North 90° West 337.80 feet to the west line of said Section 3;  
thence northerly along said west section line North 0° West 192.37 feet to the POINT OF BEGINNING.

Containing 4.77 acres, more or less.

Excepting therefrom the hereinabove described Parcel 1 all those exceptions as described in said GRANT DEEDS 2008-0023530-00 and 2012-0043756-00.

EXHIBIT "A" LEGAL DESCRIPTION

YBSH-119 PARCEL 2

COMMENCING at a found 2 inch iron pipe with driving head tagged LS 3932 at the northwest corner of said Section 34 as shown on said Parcel Map, which bears North 00°01'53" East 5282.26 feet from a found 2 inch iron pipe as shown on said Parcel Map at the northwest corner of said section 3;  
thence along the north line of said section 34 North 88° 31' 44" East 26.75 feet to a found 5/8 inch rebar and the northwest corner of said Parcel Two D;  
thence southerly along the west line of said Parcel Two D South 02° 59' 13" East 1317.27 feet to the point of beginning;  
THENCE FROM SAID POINT OF BEGINNING, leaving said Parcel Two D west line North 87° 34' 46" East 130.30 feet;  
thence South 04° 03' 39" East 66.33 feet;  
thence South 87° 34' 46" West 131.55 feet to said Parcel Two D west line;  
thence northerly along said Parcel Two D west line North 02° 59' 13" West 66.31 feet to the POINT OF BEGINNING.

Containing 0.20 acres, more or less.

YBSH-119 PARCEL 3

COMMENCING at said 2 inch iron pipe with driving head tagged LS 3932 at said northwest corner of said Section 34, which bears North 00°01'53" East 5282.26 feet from said 2 inch iron pipe at said northwest corner of Section 3;  
thence North 32° 29' 42" East 477.03 feet to a point hereinafter referred to as Point "A" on the easterly edge of the east levee road of the Yolo Bypass as it exists presently and the point of beginning;  
THENCE FROM SAID POINT OF BEGINNING the following the following seven (7) courses:

- 1) North 90° East 46.70 feet;
- 2) North 09° 41' 49" East 64.01 feet;
- 3) North 19° 23' 38" East 189.47 feet;
- 4) North 23° 03' 01" East 133.36 feet;
- 5) North 11° 30' 14" East 63.33 feet;
- 6) North 17° 48' 52" East 106.91 feet; and
- 7) North 60° 40' 57" West 169.91 feet to the westerly line of said Parcel Two E;

thence southwesterly along said westerly line of Parcel Two E the following seven (7) courses:

- 1) South 25° 57' 09" West 50.50 feet;
- 2) South 24° 03' 09" West 102.57 feet;
- 3) South 22° 09' 09" West 102.57 feet;
- 4) South 20° 15' 09" West 104.52 feet;
- 5) South 15° 33' 09" West 108.43 feet;

EXHIBIT "A" LEGAL DESCRIPTION

- 6) South 08° 03' 09" West 110.38 feet; and
- 7) South 00° 33' 09" West 65.69 feet to the intersection of the westerly prolongation of the hereinabove course North 90° East;

thence leaving said westerly line of Parcel Two E and along said prolongation North 90° East 114.12 feet to the POINT OF BEGINNING.

Containing 2.52 acres, more or less.

Excepting therefrom the hereinabove described Parcels 2 and 3 all those exceptions as described in said GRANT DEED 2012-0043756-00.

YBSH-119 UNIT A

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

BEGINNING at a point on said easterly edge of the east levee road and being the aforementioned Point "A";

THENCE FROM SAID POINT OF BEGINNING along said easterly edge levee road the following eighteen (18) courses:

- 1) South 03° 01' 04" East 844.35 feet;
- 2) South 06° 23' 09" West 124.77 feet;
- 3) South 10° 12' 34" East 79.81 feet;
- 4) South 03° 32' 24" East 1007.17 feet;
- 5) South 03° 45' 50" East 1177.85 feet;
- 6) South 03° 45' 25" East 978.93 feet;
- 7) South 03° 10' 27" East 1185.35 feet;
- 8) South 01° 20' 48" East 283.15 feet to a point in the south line of said Parcel Two D also being the north line of said Parcel Two B, which

EXHIBIT "A" LEGAL DESCRIPTION

bears North 88° 31' 44" East 15.00 feet from a found buttonhead in the centerline of levee as shown on the unrecorded map YOLO ENGINEERS & SURVEYORS SURVEY FOR SAC. RVR RCH., dated September 12, 1961, at the offices of Laugenour and Meikle, 608 Court Street, Woodland, 95695, California;

- 9) thence continuing along said easterly edge levee road, South 02° 48' 33" East 639.70 feet;
- 10) South 03° 10' 52" East 1245.16 feet;
- 11) South 02° 49' 31" East 1053.07 feet;
- 12) South 03° 29' 34" East 1078.10 feet;
- 13) South 03° 04' 21" East 1050.47 feet;
- 14) South 03° 13' 55" East 216.31 feet;
- 15) South 02° 25' 51" East 523.19 feet;
- 16) South 01° 30' 25" East 160.58 feet;
- 17) South 02° 15' 19" West 436.18 feet; and
- 18) South 02° 06' 15" East 57.90 feet to a point on the South line of said Parcel FIVE and said easterly edge levee road, bearing South 41° 06' 26" West 119.43 feet from a found 3-1/4 inch aluminum disk in a monument well marked "SM NO. 15 YOLO COUNTY SURVEYOR'S OFFICE".

EXCEPTING THEREFROM the hereinabove described UNIT A said PARCEL ONE in DOC 2008-0023530-00.

Containing 76.09 acres, more or less.

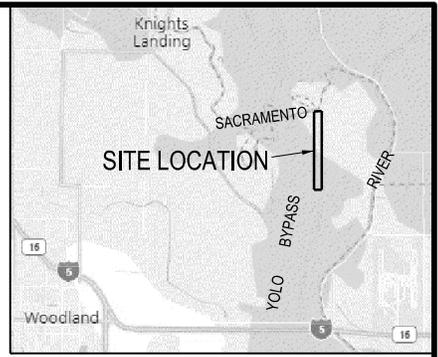
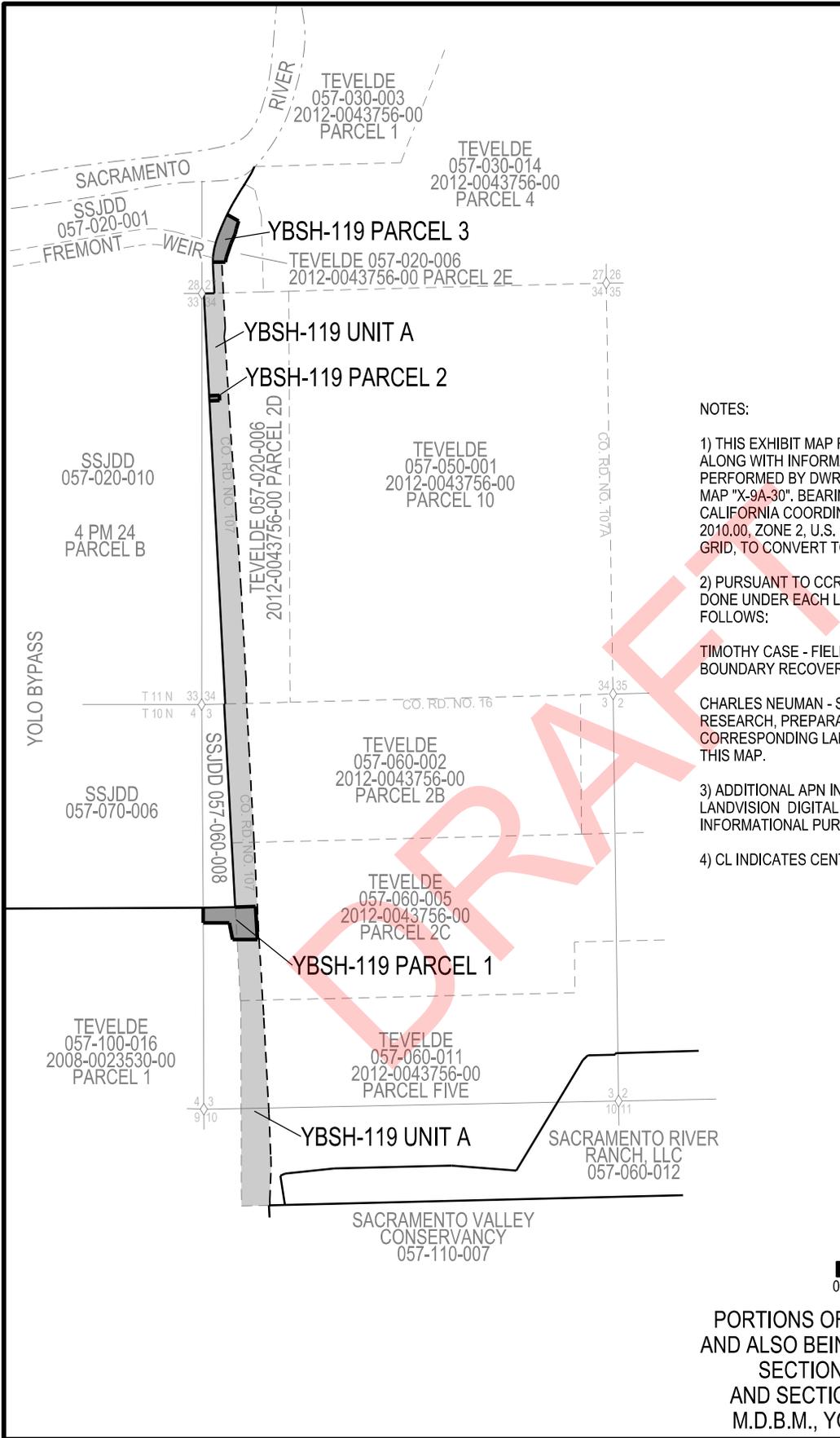
Bearings and distances used in the above description are based on the California Coordinate System, CCS83(2011) Epoch 2010.00, Zone 2, US Survey feet. The above distances are grid, to convert to ground multiply by 1.00006197.

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

End of Description

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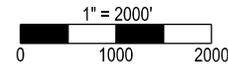
Charles Neuman, PLS 9510



VICINITY MAP

NOTES:

- 1) THIS EXHIBIT MAP REPRESENTS RECORD AND UNRECORDED DATA ALONG WITH INFORMATION FROM A LAND SURVEY "GEO20-0030" PERFORMED BY DWR, OCTOBER 2020, TO PREPARE DWR APPRAISAL MAP "X-9A-30". BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983, CCS83 2011 EPOCH 2010.00, ZONE 2, U.S. SURVEY FT. DISTANCES SHOWN HEREON ARE GRID, TO CONVERT TO GROUND MULTIPLY BY 1.00006197 (PROJECT CSF).
- 2) PURSUANT TO CCR RULE 411(g)(3), DESCRIPTIONS OF THE WORK DONE UNDER EACH LICENSEE'S RESPONSIBLE CHARGE ARE AS FOLLOWS:  
 TIMOTHY CASE - FIELD SURVEY WORK INCLUDING SETTING CONTROL, BOUNDARY RECOVERY, TOPOGRAPHY, PROCESSING AND ADJUSTMENT  
 CHARLES NEUMAN - SUBSEQUENT OFFICE DRAFTING, RECORDS RESEARCH, PREPARATION OF LEGAL DESCRIPTIONS FOR CORRESPONDING LAND TRANSFER DOCUMENTS AND FINALIZATION OF THIS MAP.
- 3) ADDITIONAL APN INFORMATION HEREIN WAS OBTAINED FROM LANDVISION DIGITAL MAP PRODUCTS. APN LINEWORK FOR INFORMATIONAL PURPOSES-NOT SURVEYED.
- 4) CL INDICATES CENTERLINE EXISTING LEVEE ROAD.



PORTIONS OF RANCHO RIO JESUS MARIA AND ALSO BEING PORTIONS OF PROJECTED SECTIONS 3, 10 - T. 10 N., R. 3 E., AND SECTIONS 27, 34 - T. 11 N., R. 3 E., M.D.B.M., YOLO COUNTY, CALIFORNIA

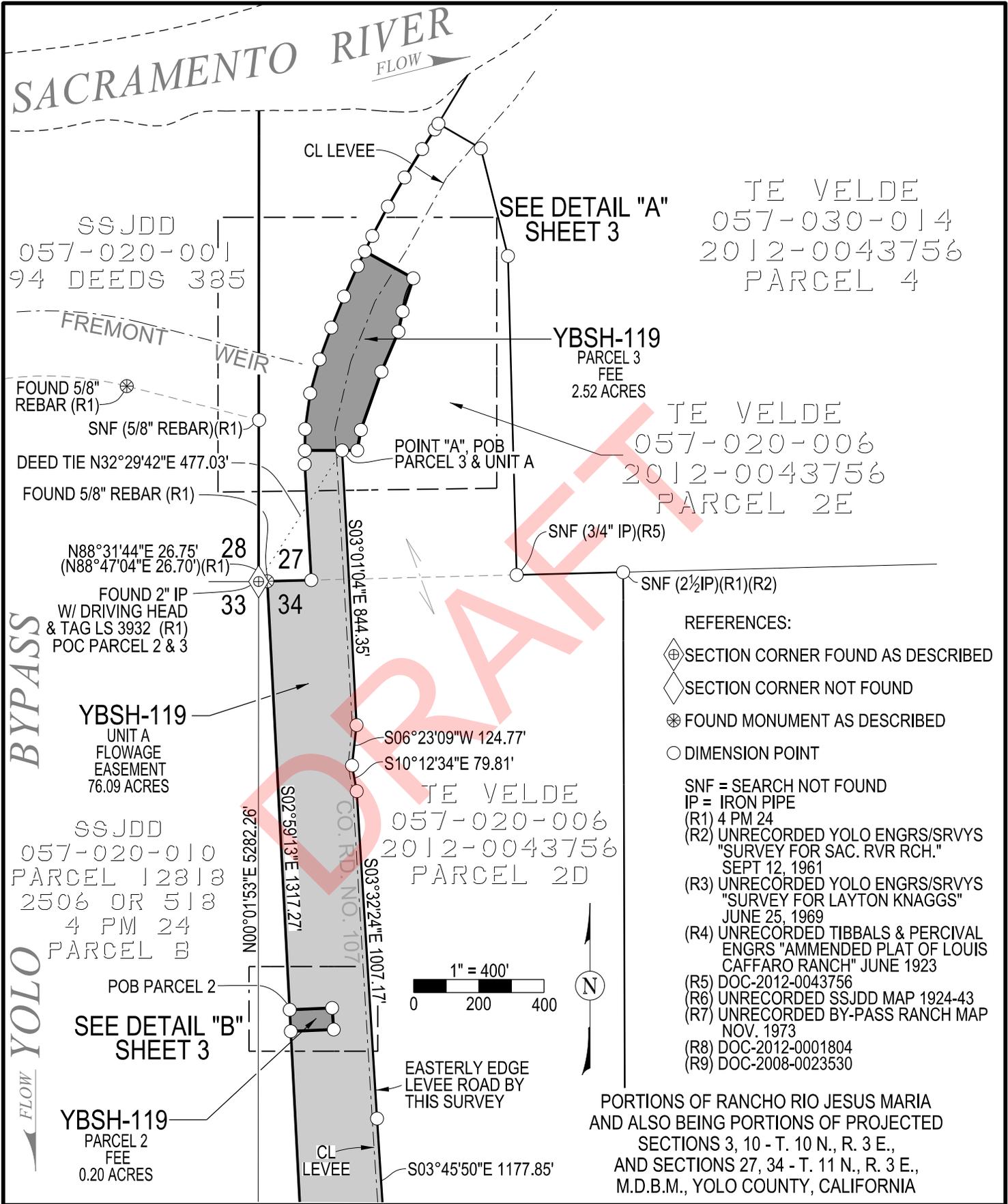
14FEB2022

SHEET 1 OF 6

**EXHIBIT B**

YOLO BYPASS SALMONID HABITAT RESTORATION AND FISH PASSAGE PROGRAM  
 YBSH-119 PARCELS 1, 2 & 3 FEE,  
 UNIT A FLOWAGE EASEMENT-TE VELDE

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



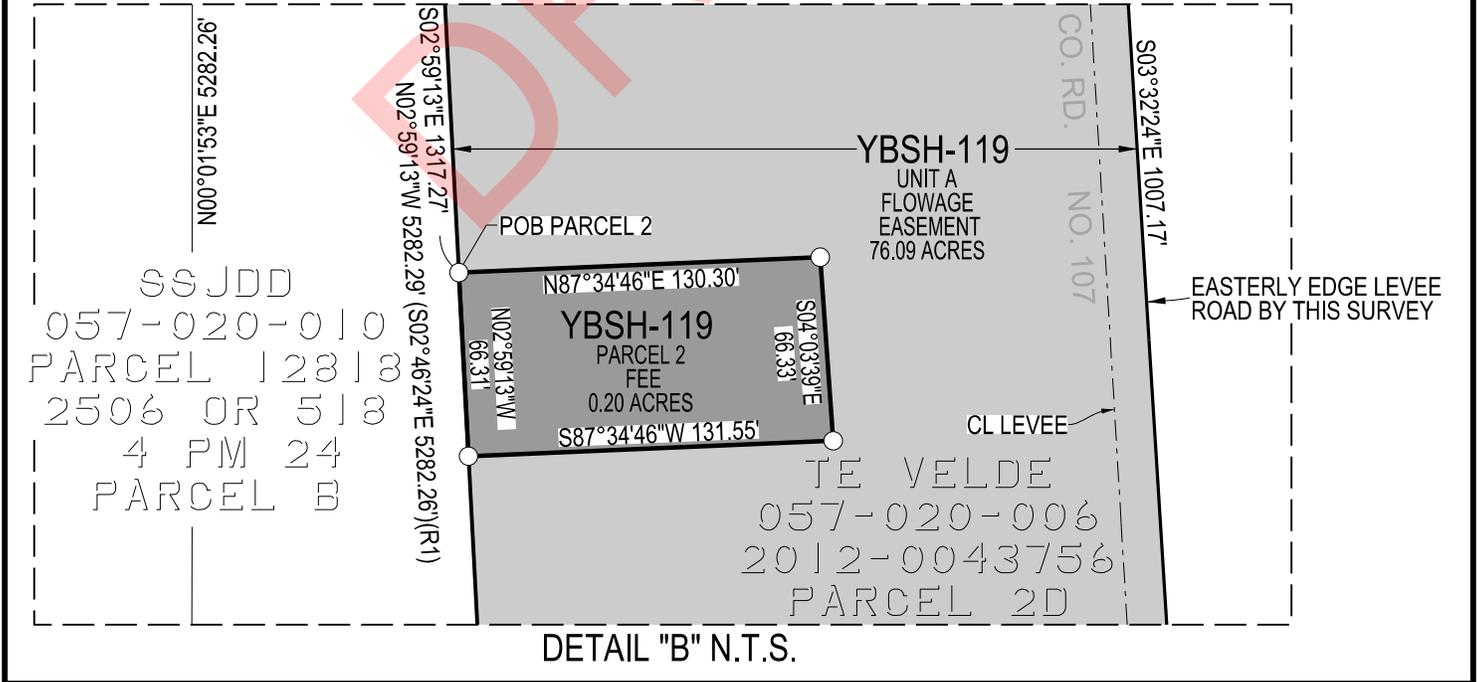
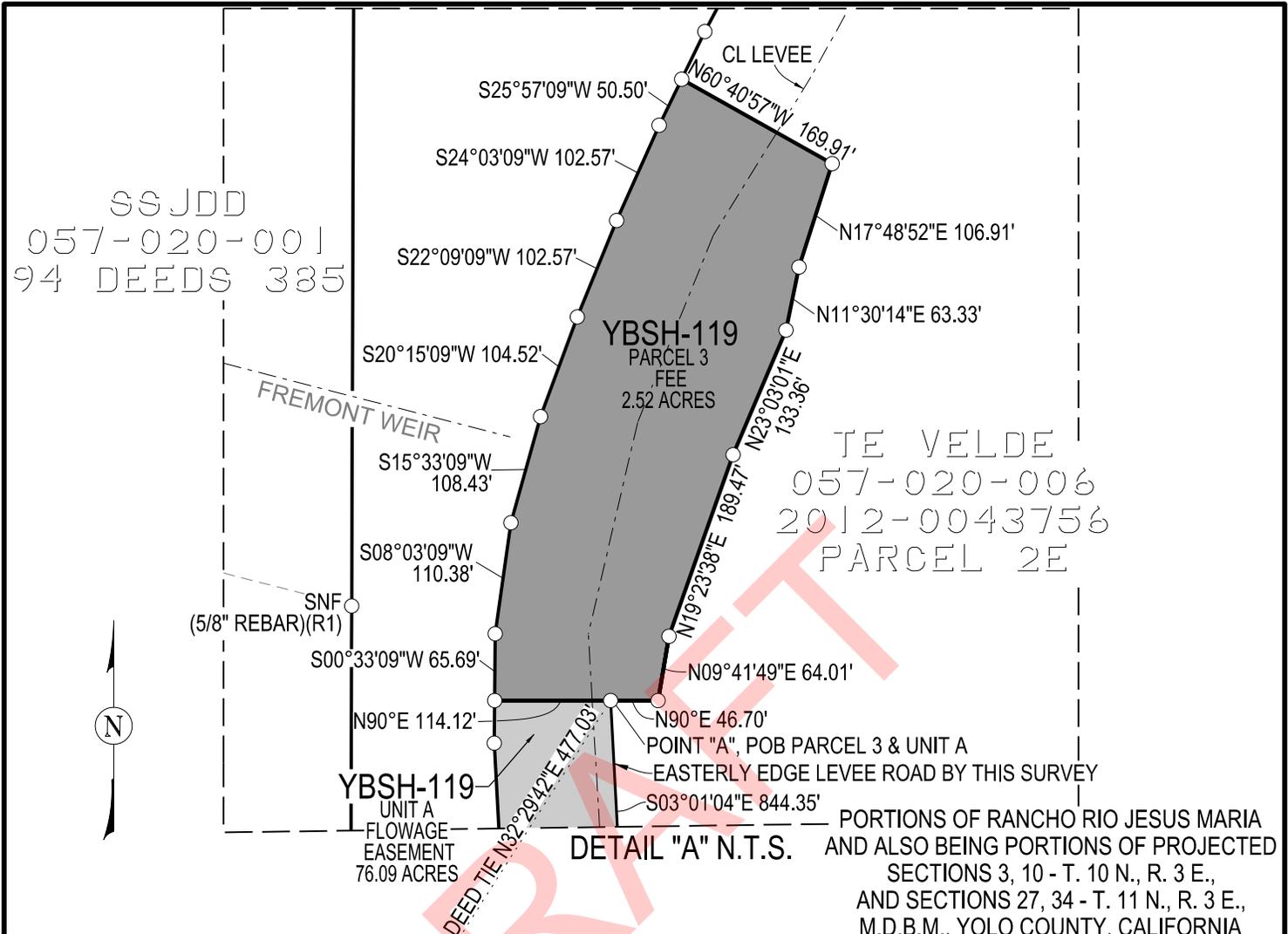
14FEB2022

**EXHIBIT B**

YOLO BYPASS SALMONID HABITAT RESTORATION AND FISH PASSAGE PROGRAM  
YBSH-119 PARCELS 1, 2 & 3 FEE,  
UNIT A FLOWAGE EASEMENT-TE VELDE

SHEET 2 OF 6

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



SSJDD  
057-020-010  
PARCEL 12813  
2506 OR 513  
4 PM 24  
PARCEL B

TE VELDE  
057-020-006  
2012-0043756  
PARCEL 2D

TE VELDE  
057-050-001  
2012-0043756  
PARCEL 10

YOLO BYPASS



YBSH-119  
UNIT A  
FLOWAGE  
EASEMENT  
76.09 ACRES

N00°01'53"E 5282.26'

N02°59'13"W 5282.29' (S02°46'24"E 5282.26')(R1)

CL  
LEVEE

CO. RD. NO. 107

S03°45'50"E 1177.85'

S03°45'25"E 978.93'

EASTERLY EDGE  
LEVEE ROAD BY  
THIS SURVEY

S03°10'27"E 1185.35'

- FOUND BUTTONHEAD CL LEVEE (R2)
- SNF(5/8" REBAR)(R1)
- FOUND 5/8" REBAR W/ PLASTIC CAP STAMPED LS 3932(R1)
- FOUND 2" IP 4' TALL(R1)

T. 11 N.

33 34

N88°31'44"E 291.52' (S88°45'30"W 291.48')(R1)  
N88°31'44"E 13.46' (S88°45'30"W 13.52')(R1)

T. 10 N.

4 3

SSJDD  
057-070-006

1787.00'

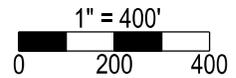
S03°06'12"E 2613.71'

1787.77'

S01°20'48"E 283.15'  
N88°31'44"E 15.00'

S02°48'33"E 639.70'  
PORTIONS OF RANCHO RIO JESUS MARIA  
AND ALSO BEING PORTIONS OF PROJECTED  
SECTIONS 3, 10 - T. 10 N., R. 3 E.,  
AND SECTIONS 27, 34 - T. 11 N., R. 3 E.,  
M.D.B.M., YOLO COUNTY, CALIFORNIA

CO. RD. NO. 16



14FEB2022

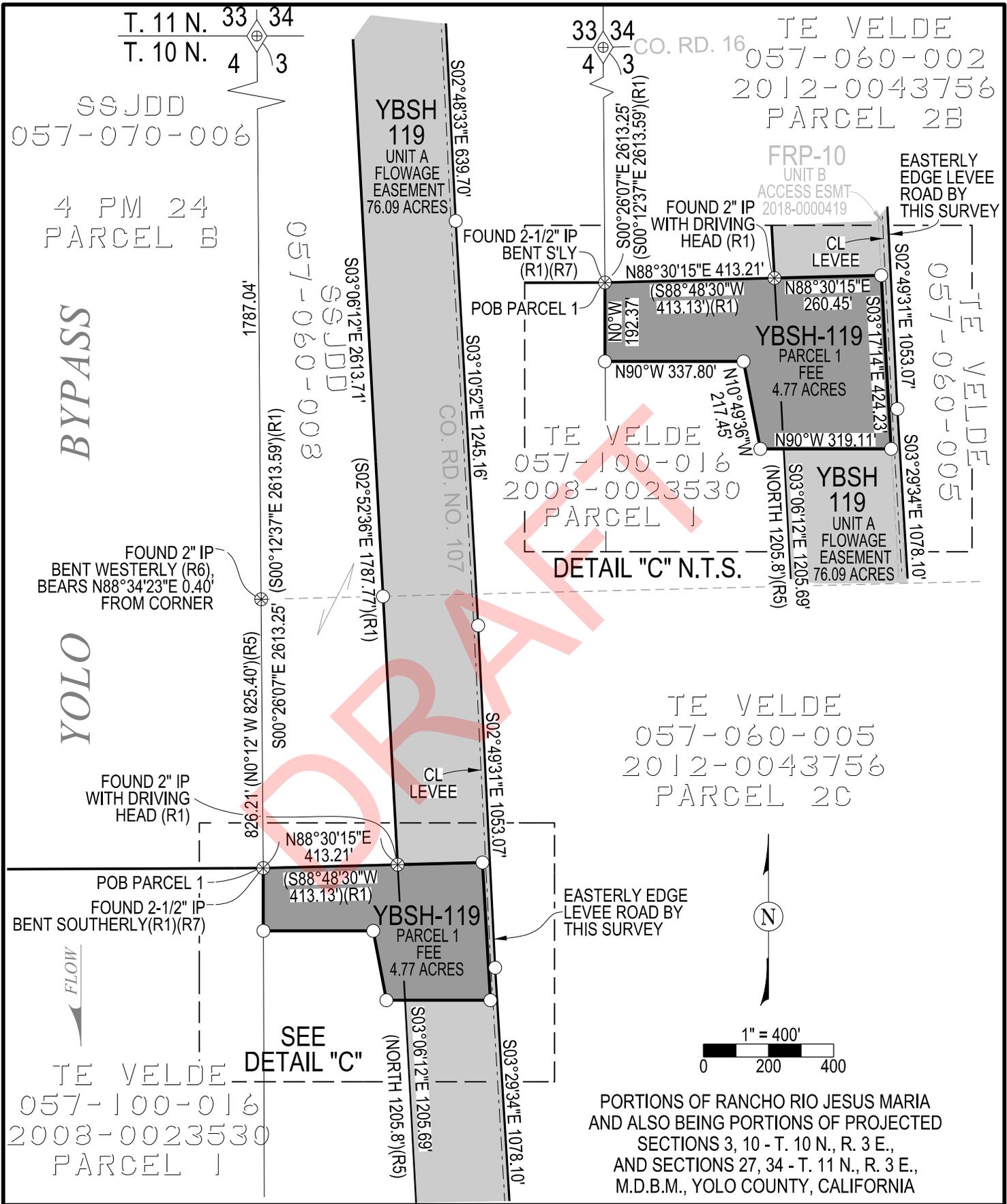
### EXHIBIT B

SHEET 4 OF 6

YOLO BYPASS SALMONID HABITAT  
RESTORATION AND FISH PASSAGE PROGRAM  
YBSH-119 PARCELS 1, 2 & 3 FEE,  
UNIT A FLOWAGE EASEMENT-TE VELDE

STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY

DEPARTMENT OF WATER RESOURCES  
DIVISION OF ENGINEERING - GEOMATICS BRANCH



14FEB2022 SHEET 5 OF 6

**EXHIBIT B**

YOLO BYPASS SALMONID HABITAT RESTORATION AND FISH PASSAGE PROGRAM  
 YBSH-119 PARCELS 1, 2 & 3 FEE,  
 UNIT A FLOWAGE EASEMENT-TE VELDE

STATE OF CALIFORNIA  
 THE NATURAL RESOURCES AGENCY

**DEPARTMENT OF WATER RESOURCES**

DIVISION OF ENGINEERING - GEOMATICS BRANCH

PORTIONS OF RANCHO RIO JESUS MARIA  
 AND ALSO BEING PORTIONS OF PROJECTED  
 SECTIONS 3, 10 - T. 10 N., R. 3 E.,  
 AND SECTIONS 27, 34 - T. 11 N., R. 3 E.,  
 M.D.B.M., YOLO COUNTY, CALIFORNIA

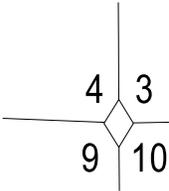
TE VELDE 057-060-005  
2012-0043756 PARCEL 20

BYPASS

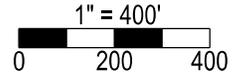
YOLO

FLOW

TE VELDE  
057-100-016  
2008-0023530  
PARCEL 1



(S88°48'30"W 4292.3')(R5)



TE VELDE  
057-060-011  
2012-0043756  
PARCEL FIVE

S00°10'32"E 2639.87'  
(S00°10'31"E 2640.00')(R5)

YBSH-119  
UNIT A  
FLOWAGE  
EASEMENT  
76.09 ACRES

CL  
LEVEE

"SM NO. 15 YOLO COUNTY  
SURVEYOR'S OFFICE"  
3.25" ALUMINUM DISK IN  
MONUMENT WELL, PID-A15070 (R8)

S02°06'15"E  
57.90'

N88°35'28"E 559.51'  
(559.54')(R5)

EASTERLY EDGE  
LEVEE ROAD BY  
THIS SURVEY

S03°13'55"E 216.31'

S02°25'51"E 523.19'

S01°30'25"E 160.58'

S02°15'19"W 436.18'

DEED TIE  
S41°06'26"W 119.43'

SACRAMENTO RIVER  
RANCH, LLC  
057-060-012

SACRAMENTO VALLEY  
CONSERVANCY  
057-110-007

PORTIONS OF RANCHO RIO JESUS MARIA  
AND ALSO BEING PORTIONS OF PROJECTED  
SECTIONS 3, 10 - T. 10 N., R. 3 E.,  
AND SECTIONS 27, 34 - T. 11 N., R. 3 E.,  
M.D.B.M., YOLO COUNTY, CALIFORNIA

14FEB2022

SHEET 6 OF 6

### EXHIBIT B

YOLO BYPASS SALMONID HABITAT  
RESTORATION AND FISH PASSAGE PROGRAM  
YBSH-119 PARCELS 1, 2 & 3 FEE,  
UNIT A FLOWAGE EASEMENT-TE VELDE

STATE OF CALIFORNIA  
THE NATURAL RESOURCES AGENCY

DEPARTMENT OF WATER RESOURCES

DIVISION OF ENGINEERING - GEOMATICS BRANCH

Together with all of the Grantor's right, title, and interest in and to all water and water rights, whether surface or subsurface, or of any other kind, including all appurtenant water and water rights, and all water and water rights in any way incident to the real property herein described, or used thereon or in connection therewith, and all other appurtenant rights and easements pertaining to said real property.

Executed on \_\_\_\_\_, 20\_\_\_\_.

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

GRANTOR(S)

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.

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

[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

# Yolo Bypass Big Notch Project

APN: 057-020-006

Owner: DAVID TE VELDE AND ALICE TE VELDE

Parcel area: 133.5 acres

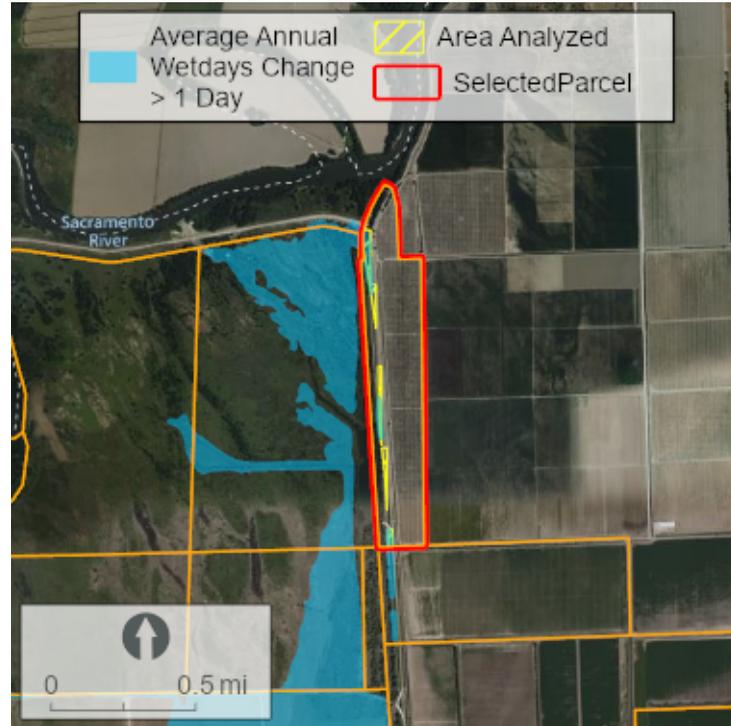
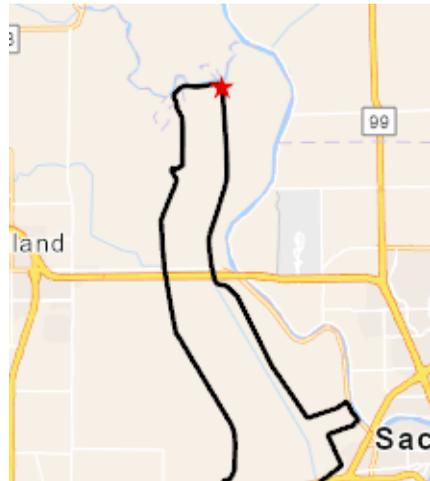
Area within YB: 6.3 acres

Annual wetted-days

Current: 13.9

Project: 15.6

Change: 1.7



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	02-08	02-09	39	42	0.3	3.3	3.3
1998	04-02	04-02	54	58	0.2	2.8	2.8
1999	02-25	03-08	10	16	0.6	1.9	1.8
2000	03-15	03-15	29	29	0.3	2.9	2.9
2001			0	0	0.9		0.9
2002			0	0	0.7	1.5	1.4
2003			0	0	0.7	1.2	1.3
2004	03-07	03-08	16	17	0.4	2.8	2.5
2005	05-22	05-23	1	2	0.3	1.6	1.6
2006	04-24	04-26	55	66	0.3	2.5	2.6
2007			0	0	0.7		0.7
2008			0	0	1.0		1.0
2009			0	0	1.0		1.0
2010			0	0	1.4	0.4	1.4
2011	04-06	04-07	18	19	0.4	2.4	2.4
2012			0	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

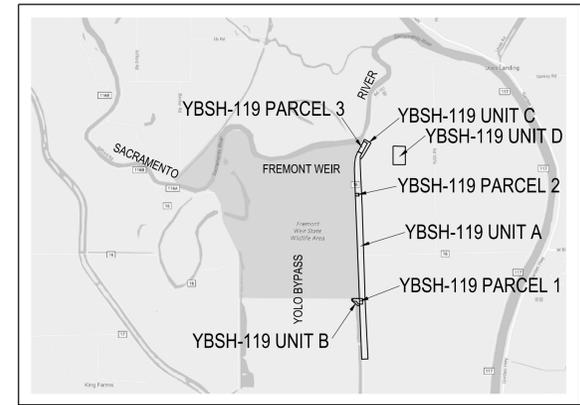
	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November			0.0	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	2.1	1.8	0.4	0.6	98.9	97.9	0.1	0.3	0.1	0.3	0.1	0.3	0.1	0.2	0.2	0.4	0.4	0.7
January	3.2	2.9	3.6	3.9	93.1	91.1	0.6	0.8	0.6	0.8	0.5	0.8	0.5	0.7	0.9	1.2	3.8	4.5
February	2.9	2.7	4.3	4.4	92.0	90.4	0.7	0.9	0.7	0.9	0.7	0.9	0.7	0.8	1.2	1.5	4.1	4.7
March	2.4	2.4	3.6	4.4	92.9	91.8	0.8	1.0	0.8	0.9	0.7	0.8	0.6	0.8	1.1	1.4	3.1	3.4
April	2.4	2.6	1.9	2.2	95.9	95.8	0.6	0.6	0.4	0.4	0.4	0.4	0.3	0.4	0.6	0.7	1.7	1.8
May	1.3	1.4	0.1	0.1	99.1	99.2	0.3	0.3	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.1
June	1.4	1.4	0.0	0.0	99.3	99.6	0.3	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.1	0.1	0.1	0.1

# PRELIMINARY MAP

SUBJECT TO REVISION  
WITHOUT NOTICE  
LAST UPDATE 18JAN2022

## TITLE EXCEPTIONS

FIRST AMERICAN TITLE CO. REPORT  
ORDER NO. 5405-689200  
DATED: OCTOBER 08, 2021  
EXCEPTIONS SHOWN ARE FROM RECENT FAT PTR. AWAITING REVISED PTR.  
PROVIDED EARLIER PTRS FOR COMPARISON TO FAT DECEMBER 2021.



VICINITY MAP

## LEGEND

- FEE ACQUISITION LINE
- EASEMENT ACQU. LINE
- EASEMENT ACQU. TEMP.
- GRANTOR ACQU. LINE
- CENTERLINE
- LOT LINE
- SECTION LINE
- SECTION CORNER - FOUND, AS DESC.
- SECTION CORNER - COMPUTED
- D.W.R. MON. 3/4" I.P. PIPE W/PLUG
- D.W.R. MON. 1-1/2" L.P. PIPE W/ ALUMINUM CAP
- FOUND MON. AS DESCRIBED
- RECORD MON. AS DESCRIBED
- DIMENSION POINT

### NOTES:

- THIS APPRAISAL MAP REPRESENTS RECORD AND UNRECORDED DATA ALONG WITH INFORMATION FROM A LAND SURVEY PERFORMED BY DWR, OCTOBER 2021, YSC02000307.
- BASIS OF BEARINGS**  
THE BASIS OF THIS SURVEY IS THE NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SERVICE (OPUS) TO ESTABLISH A LOCAL BASE POSITION FROM WHICH THE FIELD SURVEY MEASUREMENT CHECKS WERE MADE. COORDINATE BEARINGS, AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983, EPOCH 2010.00(2011), ZONE 2, US SURVEY FEET.  
DISTANCES SHOWN HEREON ARE GRID. TO CONVERT TO GROUND MULTIPLY BY 1.00008197 (PROJECT CSF) AVERAGE ELEVATION IS 25.6500128 NAVD83 DATUM.
- THE FOLLOWING CORNS STATIONS WERE USED IN THE ESTABLISHMENT OF THE BASE CONTROL POINT SHOWN HEREIN: T207, P208, SUTS, SACR, SECONDARY NGS CONTROL "RIVER 1999" & "FS-01 93" WERE TIED AND SHOWN FOR OPUS SOLUTION AND ADDITIONAL INFO SEE SACRAMENTO WEIR GPS BASE CONTROL REPORT "SR 16-01" ON FILE WITH THE DEPARTMENT OF WATER RESOURCES.
- CL INDICATES CENTERLINE EXISTING LEVEE ROAD
- (1) PTR EXCEPTION NUMBER, REFER TO PTR EXCEPTIONS LIST FOR DESCRIPTION.
- ADDITIONAL APN INFORMATION HEREIN WAS OBTAINED FROM LANDVISION DIGITAL MAP PRODUCTS, APN LAYOUT FOR INFORMATIONAL PURPOSES-NOT SURVEYED.
- CCS ZONE 2 NAIP AERIAL IMAGERY BACKGROUND IS DATED 2016
- "SR" NR-3" FOUND 2.5" BRASS CALIF DIV. HWYS DISK IN CONCRETE
- FOUND 4" BRASS U.S.E.D. DISK IN HEADWALL
- PURSUANT TO COR RULE 411(g)(3), DESCRIPTIONS OF THE WORK DONE UNDER EACH LICENSEE'S RESPONSIBLE CHARGE ARE AS FOLLOWS:  
TIMOTHY CASE - FIELD SURVEY WORK INCLUDING SETTING CONTROL, BOUNDARY RECOVERY, TOPOGRAPHY, PROCESSING AND ADJUSTMENT  
CHARLES NEUMAN - SUBSEQUENT OFFICE DRAFTING, RECORDS RESEARCH, PREPARATION OF LEGAL DESCRIPTIONS FOR CORRESPONDING LAND TRANSFER DOCUMENTS AND FINALIZATION OF THIS MAP.

PARCEL NO.	OWNER	PROJECT			EXCESS
		FEE	PERM ESMT	TEMP ESMT	
YBSH-119 PARCEL 1	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006	4.77 AC.			
YBSH-119 PARCEL 2	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006	0.20 AC.			
YBSH-119 PARCEL 3	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006	2.52 AC.			
YBSH-119 UNIT A	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006		76.09 ACRES		
YBSH-119 UNIT B	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006			1.43 ACRES	
YBSH-119 UNIT C	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006			0.67 ACRES	
YBSH-119 UNIT D	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006			39.69 ACRES	

### DEED NOTES:

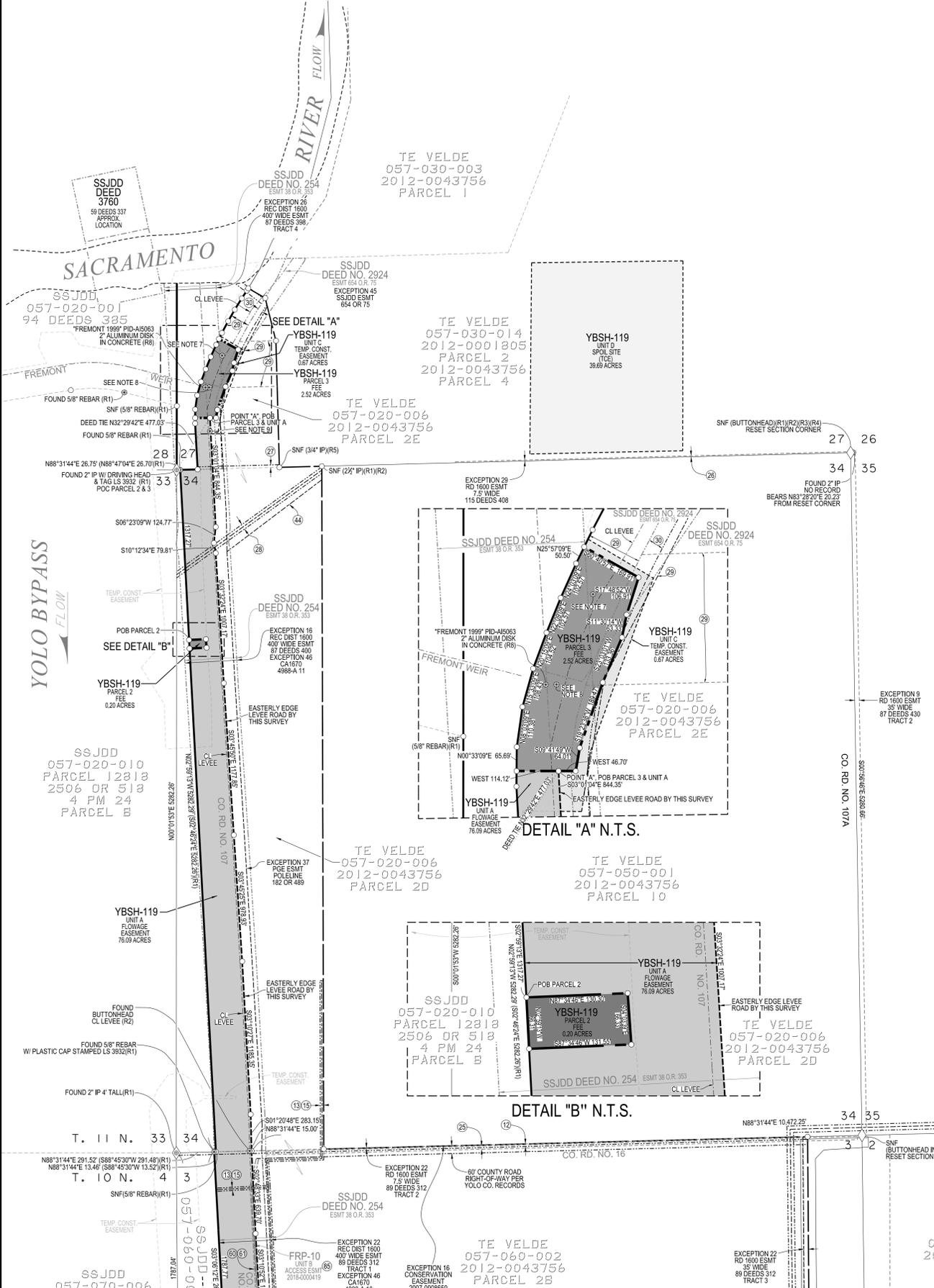
SEE GRANT DEED 2008-0022530, RECORDED JULY 30, 2008, YOLO COUNTY RECORDS  
"TOGETHER WITH ALL RIGHTS, TITLE, INTEREST AND OBLIGATIONS IN AND TO ALL WATER AND WATER RIGHTS THAT ARE PART OF PARCEL OF APPURTENANT TO, OR USED ON THE REAL PROPERTY, INCLUDING BUT NOT LIMITED TO, RIPARIAN RIGHTS, GROUND WATER RIGHTS, AND WATER RIGHTS LICENSE NOS. 1200, 9994, 9995, 9996, AND 9997, AS DESCRIBED IN THE JOINT WATER USE AND EASEMENT AGREEMENT DATED JULY 29, 2008 BETWEEN GRANTOR AND GRANTEE HERETO AND CERTAIN OTHER PARTIES AS NAMED IN THAT AGREEMENT, RECORDED CONCURRENTLY HEREWITH"  
AFFECTS YBSH-119 PARCEL 1, UNIT B AND  
"EXCEPTING THEREFROM A PORTION OF SAID PROPERTY SEVENTY-FIVE PERCENT (75%) OF ANY AND ALL OIL, GAS, AND HYDROCARBONS, ASSOCIATED SUBSTANCES AND OTHER MINERALS LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE, WITHOUT RIGHT OF ENTRY ABOVE FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE PROPERTY AS RESERVED IN THE GRANT DEED RECORDED MARCH 6, 2008, INSTRUMENT NO. 2008-0006004, OFFICIAL RECORDS"  
AFFECTS YBSH-119 PARCEL 1, UNIT B

### DEED NOTES CONTD:

SEE VESTING DEED 2012-0043756, RECORDED DECEMBER 28, 2012, YOLO COUNTY RECORDS  
"EXCEPTING FROM PARCELS ONE THROUGH FIVE AND RESERVING UNTO FARMLAND RESERVE, INC. BY DEED RECORDED SEPTEMBER 26, 2003, INSTRUMENT NO. 2003-0058993, OFFICIAL RECORDS, ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS, WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER THE ABOVE DESCRIBED LAND PROVIDED THAT FARMLAND RESERVE, INC. DOES NOT RESERVE THE RIGHT TO EXTRACT MINERALS OR OTHER SUBSTANCES FROM THE SUBJECT PROPERTY ABOVE A DEPTH OF 500 FEET; FARMLAND RESERVE, INC. HEREBY RESERVES THE RIGHT TO USE THE SURFACE OF THE SUBJECT PROPERTY IN CONNECTION WITH THE RIGHTS RESERVED HEREIN IN COMPLIANCE WITH ALL RELEVANT CALIFORNIA LAWS AND REGULATIONS."  
"SAID RIGHTS MODIFIED BY THAT CERTAIN QUILCLAIM DEED RECORDED JUNE 14, 2010, INSTRUMENT NO. 2010-0015542, YOLO COUNTY OFFICIAL RECORDS"  
AFFECTS YBSH-119 PARCELS 1, 2, & 3, UNITS A, B, C, & D

### REFERENCES:

- SNF = SEARCH NOT FOUND
- IP = IRON PIPE
- (R1) 4 PM 24
- (R2) UNRECORDED YOLO ENGRS/SRVYS
- "SURVEY FOR SAC, RVR RICH" SEPT 12, 1981
- (R3) UNRECORDED YOLO ENGRS/SRVYS SURVEY FOR LAYTON KNAGGS' JUNE 25, 1989
- (R4) UNRECORDED TIBBALS & PERCIVAL ENGRS 'AMENDED PLAT OF LOUIS CAFFARO RANCH' JUNE 1923
- (R5) DOC-2012-0043756
- (R6) UNRECORDED SSJDD MAP 1924-43
- (R7) UNRECORDED BY-PASS RANCH MAP NOV. 1973
- (R8) DOC-2012-0001804
- (R9) DOC-2008-0022530

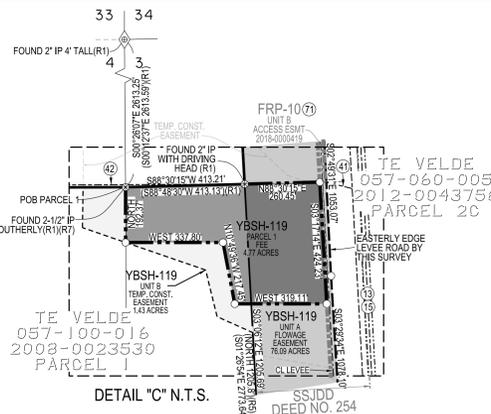


RELOCATE FLOWAGE ESMT FROM CL LEVEE TO EAST EDGE LEVEE ROAD	25OCT2021	CN	COMPILED BY: CHARLES NEUMAN, LS 9510	DATE	SUBMITTED FOR APPROVAL BY: KRISTOPHER KLIMA, SENIOR LAND SURVEYOR	DATE	STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES DIVISION OF ENGINEERING - GEODETIC BRANCH	YOLO BYPASS SALMONID HABITAT RESTORATION AND FISH PASSAGE PROGRAM APPRAISAL MAP YOLO BYPASS	DRAWING NO. X-9A-30	SHEET 1 OF 2
REVISIONS	DATE	BY	REVISIONS	DATE	BY	DATE	DATE			

# PRELIMINARY MAP

SUBJECT TO REVISION  
WITHOUT NOTICE  
LAST UPDATE 18JAN2022

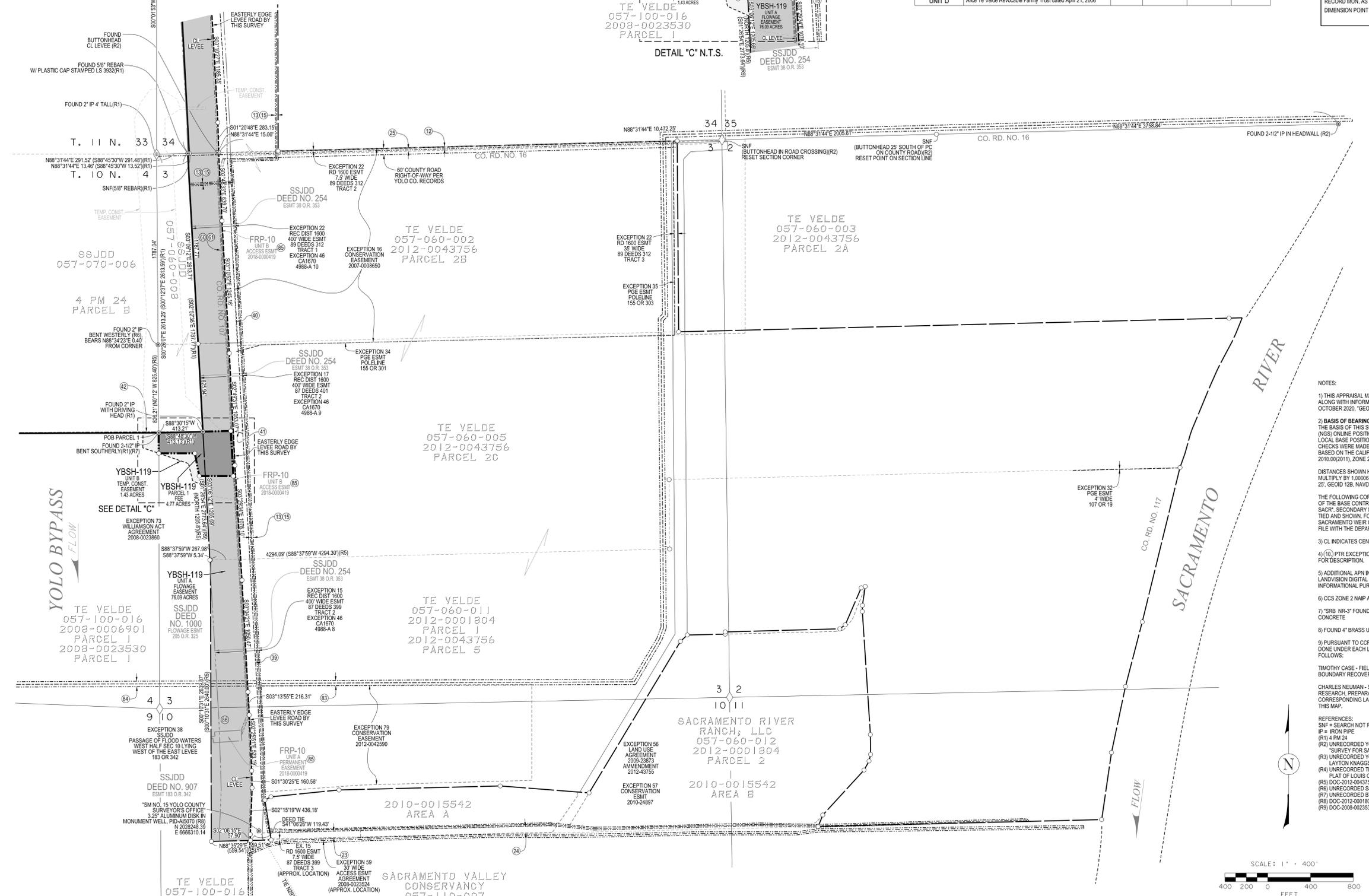
SEE SHEET 1



PARCEL NO.	OWNER	FEE	PROJECT		EXCESS
			PERM. ESMT	TEMP. ESMT	
YBSH-119 PARCEL 1	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006	4.77 AC.			
YBSH-119 PARCEL 2	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006	0.20 AC.			
YBSH-119 PARCEL 3	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006	2.52 AC.			
YBSH-119 UNIT A	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006		76.09 ACRES		
YBSH-119 UNIT B	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006			1.43 ACRES	
YBSH-119 UNIT C	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006			0.67 ACRES	
YBSH-119 UNIT D	David Te Velde and Alice Te Velde, Trustees of the David and Alice Te Velde Revocable Family Trust dated April 21, 2006			39.69 ACRES	

### LEGEND

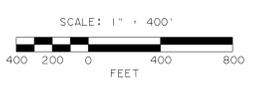
- FEE ACQUISITION LINE: ————
- EASEMENT ACQU. TEMP.: - - - - -
- EASEMENT ACQU. PERM.: - - - - -
- GRANTOR ACQU. LINE: ————
- CENTRELINE: ————
- LOT LINE: ————
- SECTION LINE: ————
- SECTION CORNER - FOUND, AS DESC.: ————
- SECTION CORNER - COMPUTED: ————
- D.W.R. MON. 3/4" I. PIPE W/ PLUM: ————
- D.W.R. MON. 1-1/2" I. PIPE W/ ALUMINUM CAP: ————
- FOUND MON. AS DESCRIBED: ————
- RECORD MON. AS DESCRIBED: ————
- DIMENSION POINT: ————



NOTES:

- THIS APPRAISAL MAP REPRESENTS RECORD AND UNRECORDED DATA ALONG WITH INFORMATION FROM A LAND SURVEY PERFORMED BY DWR, OCTOBER 2020, "GE020-0030".
- BASIS OF BEARINGS**  
THE BASIS OF THIS SURVEY IS THE NATIONAL GEODETIC SURVEY (NAD83) ONLINE POSITIONING USER SERVICE (OPUS) TO ESTABLISH A LOCAL BASE POSITION FROM WHICH THE FIELD SURVEY MEASUREMENT CHECKS WERE MADE. COORDINATES, BEARINGS, AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983, EPOCH 2010.00(2011), ZONE 2, US SURVEY FEET.
- DISTANCES SHOWN HEREON ARE GRID. TO CONVERT TO GROUND MULTIPLY BY 1.00006197 (PROJECT CSF) AVERAGE ELEVATION IS 25', GEOID 12B, NAVD88 DATUM.
- THE FOLLOWING CORRS STATIONS WERE USED IN THE ESTABLISHMENT OF THE BASE CONTROL POINT SHOWN HEREIN: "P207, P208, SUITE 500", SECONDARY NGS CONTROL, "TRIER 1999" & "TRIER 92" WERE TIED AND SHOWN. FOR OPUS SOLUTION AND ADDITIONAL INFO SEE SACRAMENTO WEIR GPS BASE CONTROL REPORT "SR 16-01" IS ON FILE WITH THE DEPARTMENT OF WATER RESOURCES.
- CL INDICATES CENTERLINE EXISTING LEVEE ROAD
- (10) PTR EXCEPTION NUMBER. REFER TO PTR EXCEPTIONS LIST FOR DESCRIPTION.
- ADDITIONAL APN INFORMATION HEREIN WAS OBTAINED FROM LANDVISION DIGITAL MAP PRODUCTS. APN LINEWORK FOR INFORMATIONAL PURPOSES-NOT SURVEYED.
- CCS ZONE 2 NAMP AERIAL IMAGERY BACKGROUND IS DATED 2016
- "SRB NR-3" FOUND 2.5" BRASS CALIF DIV. HWYS DISK IN CONCRETE
- FOUND 4" BRASS U.S.E.D. DISK IN HEADWALL
- PURSUANT TO CCR RULE 411(g)(3), DESCRIPTIONS OF THE WORK DONE UNDER EACH LICENSEE'S RESPONSIBLE CHARGE ARE AS FOLLOWS:  
TIMOTHY CASE - FIELD SURVEY WORK INCLUDING SETTING CONTROL, BOUNDARY RECOVERY, TOPOGRAPHY, PROCESSING AND ADJUSTMENT  
CHARLES NEUMAN - SUBSEQUENT OFFICE DRAFTING, RECORDS RESEARCH, PREPARATION OF LEGAL DESCRIPTIONS FOR CORRESPONDING LAND TRANSFER DOCUMENTS AND FINALIZATION OF THIS MAP.

REFERENCES:  
 SNF = SEARCH NOT FOUND  
 IP = IRON PIPE  
 (R1) 4 PM 24  
 (R2) UNRECORDED YOLO ENGRS/SRYVS SURVEY FOR SAC. RIVER RCH "SEPT 12, 1961"  
 (R3) UNRECORDED YOLO ENGRS/SRYVS SURVEY FOR LAYTON KNAGGS' JUNE 25, 1969  
 (R4) UNRECORDED TIBBALS & PERSONAL ENGRS' AMMENDED PLAT OF LOUIS CAFFARO RANCH' JUNE 1923  
 (R5) DOC-2012-0043756  
 (R6) UNRECORDED SSJDD MAP 1924-43  
 (R7) UNRECORDED BY-PASS RANCH MAP NOV. 1973  
 (R8) DOC-2012-001804  
 (R9) DOC-2008-0023530



PORTIONS OF RANCHO RIO JESUS MARIA  
AND ALSO BEING PORTIONS OF PROJECTED  
SECTIONS 3, 4, 10 - T. 10 N., R. 3 E.,  
AND SECTIONS 27, 34 - T. 11 N., R. 3 E.,  
M.D.B.M., YOLO COUNTY, CALIFORNIA

RELOCATE FLOWAGE ESMT FROM CL LEVEE TO EAST EDGE LEVEE ROAD	25OCT2021	CN		COMPILED BY: CHARLES NEUMAN, LS 9510	DATE	SUBMITTED FOR APPROVAL BY: KRISTOPHER KLIMA, SENIOR LAND SURVEYOR	DATE	STATE OF CALIFORNIA THE NATURAL RESOURCES AGENCY <b>DEPARTMENT OF WATER RESOURCES</b> DIVISION OF ENGINEERING - GEODETIC BRANCH	YOLO BYPASS SALMONID HABITAT RESTORATION AND FISH PASSAGE PROGRAM <b>APPRAISAL MAP</b> YOLO BYPASS	DRAWING NO. <b>X-9A-30</b> SHEET 2 OF 2
REVISIONS	DATE	BY	REVISIONS	DATE	BY	DATE	DATE			

**Certificate Of Completion**

Envelope Id: 11055808211F430DBD2898E8612EE7B5	Status: Completed
Subject: Please DocuSign: 074FK072122CP-Letter.docx, Te Velde_WHF CE-AE_2013_0021680.pdf, YBSH-119 FEE12...	
FormID:	
Source Envelope:	
Document Pages: 52	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Carlyn Pipkins
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	715 P Street
	Sacramento, CA 95814
	Carlyn.Pipkins@water.ca.gov
	IP Address: 136.200.53.21

**Record Tracking**

Status: Original	Holder: Carlyn Pipkins	Location: DocuSign
7/21/2022 2:04:49 PM	Carlyn.Pipkins@water.ca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Water Resources	Location: DocuSign

**Signer Events**

Fahmi Kassis	<i>Fahmi Kassis</i>	Sent: 7/21/2022 2:08:29 PM
Fahmi.Kassis@water.ca.gov		Viewed: 7/21/2022 2:14:56 PM
Department of Water Resources		Signed: 7/21/2022 2:15:09 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 136.200.53.18	

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

**In Person Signer Events**

<b>Signature</b>	<b>Timestamp</b>
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**Editor Delivery Events**

<b>Status</b>	<b>Timestamp</b>
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**Agent Delivery Events**

<b>Status</b>	<b>Timestamp</b>
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**Intermediary Delivery Events**

<b>Status</b>	<b>Timestamp</b>
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**Certified Delivery Events**

Alejandra Lopez	<b>VIEWED</b>	Sent: 7/21/2022 2:15:14 PM
Alejandra.Lopez@water.ca.gov		Viewed: 7/21/2022 2:20:20 PM
Department of Water Resources		
Security Level: Email, Account Authentication (None)	Using IP Address: 136.200.53.21	

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

**Carbon Copy Events**

Linus A. Paulus	<b>COPIED</b>	Sent: 7/21/2022 2:20:20 PM
Linus.Paulus@water.ca.gov		
Manager, Acquisition and Appraisal Section		
Department of Water Resources		
Security Level: Email, Account Authentication (None)		

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

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	7/21/2022 2:08:29 PM
Certified Delivered	Security Checked	7/21/2022 2:20:20 PM
Signing Complete	Security Checked	7/21/2022 2:15:09 PM
Completed	Security Checked	7/21/2022 2:20:20 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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