

DEPARTMENT OF WATER RESOURCES

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



7/21/2022

Darla Guenzler, PhD, Executive Director
Wildlife Heritage Foundation
563 2nd Street, #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.

Yolo County records indicate that the Wildlife Heritage Foundation holds conservation easements identified as Document Nos. 2004-001193-00 (Parcels A and B1), 2005-36239-00, and 2007-0029951-00 in the Official Records of Yolo County (enclosed) upon property identified as Yolo County Assessor's Parcel No. (APN) 033-190-37, also known as DWR Parcel No. YBSH-168, owned by Frank Webb Properties, LLC. Parcel No. YBSH-168 is within the Big Notch Project area and DWR is proposing to acquire an easement over the entire property in conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of Parcel No. YBSH-168, an inundation modeling impact report for APN 033-190-037, and an Exhibit showing the WHF conservation easements on this APN are enclosed for your reference.

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

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

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, the Wildlife Heritage Foundation may submit written comments on the acquisition, including identifying any

Dr. Guenzler

7/21/2022

Page 2

potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, to DWR at P.O. Box 942836, Sacramento, CA 94236-0001, Attn: Nathan Myhre, Associate Right of Way Agent, within 45 days from the date this notice.

As the easement holder, the California Code of Civil Procedure Section 1240.055 requires, under certain circumstances (see Code of Civil Procedure Section 1240.055(c)(2)[(A) and (B)]), that 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 address provided above; 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 cooperation. If you have any comments or questions regarding the Big Notch Project or proposed easement acquisition, or if providing public entity contact information, you may contact me toll free by telephone at (800) 600-4397, directly at (916) 902-7547, by e-mail at Nathan.Myhre@water.ca.gov, or at the address provided above.

Sincerely,

Alexandra Lopez for Nathan Myhre

Nathan Myhre
Associate Right of Way Agent

Enclosures

- Conservation Easements
- Easement Deed with legal plat
- Inundation modeling information report
- Conservation Easement Exhibit

Recording requested by and when recorded return to:

Wildlife Heritage Foundation
P.O. Box 1066
Lincoln, CA 95648

with a conformed copy to:
Wildlands, Inc.
3855 Atherton Road
Rocklin, CA 95765



YOLO Recorder's Office
Freddie Oakley, County Recorder
DOC- 2004-0011193-00

Check Number 1042
R000 BY JACK HARRIS
Tuesday, MAR 23, 2004 10:55:42
Ttl Pd \$100.00 Nbr-0000474270
FRT/X4/1-3B

(space above this line reserved for recorder's use)

GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT
(Pope Ranch North, Yolo County)

THIS GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT ("Easement") is made as of February 19, 2004 (the "Agreement Date") by and between Wildlands, Inc, a California Corporation (the "Landowner") and Wildlife Heritage Foundation, a non-profit organization (the "Easement Holder").

RECITALS

- A. The Landowner owns real property in Yolo County, California, described in Exhibit A and shown for reference purposes on the map attached as Exhibit B, together with all appurtenances thereto, including, without limitation, all minerals and mineral rights, if any, and all water and water rights appurtenant to such real property (collectively, the "Overall Property").
- B. The Landowner desires to grant easements over portions of the Overall Property in phases, from time to time, upon the terms and provisions of this Easement. For purposes of this Easement, the "Easement Area" means the approximately one hundred and seven (107) acres portion of the Overall Property which is more particularly described on Exhibit C attached hereto and incorporated herein (the "Pastureland") and those additional portions of the Overall Property, if any, which are subsequently made subject to the provisions of this Easement through the recordation of a supplemental Conservation Easement expressly subjecting such additional property to the terms and provisions of this Easement. No portion of the Overall Property shall be subject to the terms and provisions of this Easement unless and until expressly made subject hereto in this Easement or a recorded supplemental Easement.
- C. As fee owner of the Easement Area, the Landowner owns the affirmative rights to identify, preserve, and protect forever the existing features and values of the Easement Area.
- D. The Easement Area, which is located in the Yolo Bypass, possesses significant agricultural and conservation values. The agricultural and conservation values of the Easement Area (collectively, the "Agricultural and Conservation Values"), include, but are not limited to, irrigated pasture, scenic, aesthetic, natural, historic, hydrologic, open space, ecological, and scientific values, that are of great importance to the Landowner, the Easement Holder, the people of Yolo County, and the people of the State of California. Particular Agricultural and Conservation Values include, without limitation, irrigated pasture, unfragmented open

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space, and corridors for the unimpaired passage of wildlife which provide habitat for native wildlife species, including without limitation, Swainson's Hawk and other raptor foraging habitat.

- E. The Landowner intends that the Agricultural and Conservation Values be preserved and maintained, subject to the terms and conditions of this Conservation Easement, through grazing activities or conversion to other agricultural activities conducive to Swainson's Hawk foraging as permitted in Exhibit D that do not diminish or impair the Conservation Values and that can, in certain ways, support and enhance the Conservation Values.
- F. The Easement Holder is a non-profit corporation incorporated under the laws Of California as a tax-exempt public charity described in Section 815.3 of the California Civil Code and in Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code, organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes, and is a "qualified organization" within the provisions of Section 170(h) of the Internal Revenue Code, qualified to acquire and hold agricultural and conservation easements.
- G. To accomplish the Agricultural and Conservation Purposes (as defined in Paragraph 1 below), the Landowner desires to convey to the Easement Holder and the Easement Holder desires to obtain from the Landowner an agricultural conservation easement that restricts the uses of the Easement Area in order to preserve and protect forever the Agricultural and Conservation Values.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the recitals set forth above and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this document and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, and in particular California Civil Code Section 815 et seq., the Landowner voluntarily grants and conveys to the Easement Holder, and to the Easement Holder's successors and assigns, an agricultural conservation easement in gross forever in, on, over, and across the Easement Area (the "Easement Area"), subject to the terms and conditions set forth in this document, restricting forever the uses that may be made of the Easement Area, and the Landowner and the Easement Holder agree as follows:

1. PURPOSES. The purposes of this Easement are to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Agricultural and Conservation Values (the "Agricultural and Conservation Purposes"). In so doing, it is intended that this Easement shall foster grazing practices and/or other agricultural activities conducive to Swainson's Hawk foraging habitat on the Easement Area that work in harmony with the protection and preservation of the Conservation Values and that also preserve and protect the agricultural values, character and utility of the Easement Area in a manner consistent with the terms and conditions of this Easement.
2. EASEMENT DOCUMENTATION REPORT. The parties acknowledge that an Easement Documentation Report (the "Report") of the Easement Area has been prepared and that the Report has been approved in writing by the Easement Holder and the Landowner. A copy of the Report is on file with the Landowner and the Easement Holder at their respective addresses for notices set forth in Paragraph 12. Selected portions of the Report are attached to this Easement as Exhibit F. The parties agree that the Report contains an accurate representation of the biological and physical condition of the Easement Area at the time of

this grant and of the historical uses of the Easement Area, including historical water uses. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Easement Area, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the controversy.

3. **THE EASEMENT HOLDER'S RIGHTS.** In order to accomplish the Agricultural and Conservation Purposes, the rights and interests that are conveyed to the Easement Holder by this Easement include, but are not limited to, the following:

- A. **Preserve and Protect.** The Easement Holder may, preserve, protect, identify, monitor, enhance, and restore in perpetuity the Agricultural and Conservation Values.
- B. **Entry and Access Rights.** The Easement Holder is, by this Easement, granted rights of access to enter upon the Easement Area, using appurtenant easements and rights of way, if any, and may enter upon the Easement Area at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement, to study and make scientific observations of the natural elements and ecosystems of the Easement Area, to determine whether the Landowner's activities are in compliance with the terms of the Easement and to take all actions deemed necessary by the Easement Holder to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Agricultural and Conservation Values. Except in cases where the Easement Holder determines the immediate entry is required to prevent, terminate, or mitigate a violation of the Easement, such entry shall be upon giving notice to the Landowner at least seven (7) days in advance of such entry, as described in Paragraph 12, and will not unreasonably interfere with the Landowner's use and quiet enjoyment of the Easement Area.
- C. **Enforcement.** The Easement Holder may prevent any activity on or use of the Easement Area that is inconsistent with the Agricultural and/or Conservation Purposes and may enforce the restoration of such areas or features of the Easement Area that might be damaged by any inconsistent activity or use.
- D. **Additional Actions.** The Easement Holder may employ the use of Controlled burning, pesticides, herbicides or other biocides or any other means, including grazing of cattle or other animals, to control noxious weeds if, as reasonably determined by the Easement Holder, grazing has been ineffective or has been reduced to a level that fails to control such weeds; provided, however, that such use shall be with the consent of the Landowner, which consent shall not be unreasonably withheld, conditioned, or delayed.

4. **PERMITTED USES OF THE EASEMENT AREA.** The Landowner and the Easement Holder intend that this Easement shall confine the uses of the Easement Area to the multiple natural resource conservation uses of grazing or agricultural uses as permitted in Exhibit C, open space, scenic, conservation, and wildlife habitat, in accordance with the terms and conditions of this Easement, and to such other incidental uses as are expressly permitted in this Easement. Except as prohibited or otherwise limited by Paragraph 5 and by Exhibit E, The Landowner reserves the right to use and enjoy the Easement Area in any manner that is consistent with the Agricultural and Conservation Purposes. In that regard, the uses set forth in Exhibit D, though not an exhaustive list of consistent permitted uses, are consistent with this Easement and shall not be precluded, prevented, or limited by this Easement, except as follows: (a) as provided in

Paragraph 5 and in Exhibit B: (b) in those instances in which prior approval by the Easement Holder is required under this Easement; and (c) in those instances in which any action or practice is or becomes inconsistent with the Agricultural and/or Conservation Purposes or diminishes or impairs the Agricultural and/or Conservation Values.

5. PROHIBITED USES OF THE EASEMENT AREA. Any activity on or use of the Easement Area that is inconsistent with the Agricultural and/or Conservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Agricultural and/or Conservation Values) is prohibited. Though not an exhaustive list of prohibited uses, none of the uses described in Exhibit B shall be made of the Easement Area. In making this grant, the Landowner has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Landowner and the Easement Holder that any such changes shall not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Easement. In addition, the inability of the Landowner, or the Landowner's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination, extinguishment, or modification.

6. REMEDIES.

A. Notice of Violation; Corrective Action. If the Easement Holder becomes aware that a violation of the terms of this Easement has occurred or is threatened to occur, the Easement Holder shall give written notice to the Landowner of such violation and shall demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Agricultural and/or Conservation Purposes, to restore the portion of the Easement Area injured. If the Landowner fails to cure the violation within thirty (30) days after receipt of notice from the Easement Holder, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Easement Holder shall have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that the portion of the Easement Area affected by such activity to the condition that existed prior to the undertaking of such prohibited activity, to pay monetary amounts which, if not paid, could result in extinguishment, modification, non-enforcement or impairment of this Easement, and/or to recover any damages arising from the violation. The Easement Holder's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. The Landowner agrees that the Easement Holder's remedies at law for any violation of the terms of this Easement are inadequate and that the Easement Holder shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Easement Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Paragraph shall be cumulative and shall be in addition to all

remedies hereafter existing at law or in equity. Furthermore, the provisions of California Civil Code Section 815 et seq. are incorporated into this Easement by this reference, and this Easement shall include all of the rights and remedies set forth therein.

- B. **Costs of Enforcement.** In any action, suit or other proceeding undertaken to enforce the provisions of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses including attorneys' fees, and if such prevailing party shall recover judgment in any action or proceeding, such costs and expenses shall be included as part of the judgment. In addition, any costs of restoration shall be borne by the Landowner.
- C. **Emergency Enforcement.** If the Easement Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Agricultural and/or Conservation Values or to prevent breach or extinguishment of the Easement the Easement Holder may pursue its remedies under this Paragraph 6 without prior notice to the Landowner and without waiting for the cure period to expire.
- D. **The Easement Holder's Discretion.** Enforcement of the terms and provisions of this Easement shall be at the sole discretion of the Easement Holder, and the failure of the Easement Holder to discover a violation or to take action under this Paragraph 6 shall not be deemed or construed to be a waiver of the Easement Holder's rights under this Easement with respect to such violation in the event of any subsequent breach. In no event shall any delay or omission by the Easement Holder in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy.
- E. **Acts Beyond the Landowner's Control.** Nothing contained in this Easement shall be construed to entitle the Easement Holder to bring any action against the Landowner for any injury to or change in the Easement Area resulting from causes beyond the Landowner's control, including fire, flood, storm, and earth movement.
- F. **Department of Fish and Game Enforcement.** All rights and remedies available to the Easement Holder under this Easement shall extend to and are enforceable by the State of California, acting by and through its Department of Fish and Game, a subdivision of the California Resources Agency "DFG").
7. **ASSIGNMENT.** The Easement Holder may, in the Easement Holder's sole discretion, assign this Easement, provided that: (a) the Landowner is given written notice of the Easement Holder's intent to assign this Easement; (b) the Easement Holder agrees to meet with the Landowner within thirty (30) days of such notice in order to discuss the assignment of the Easement; and (c) any assignment shall be made only to an organization qualified, at the time of assignment, as an eligible donee under Internal Revenue Code Section 170(b)(3) or its successor or under any regulations issued thereunder, and such organization shall be an entity qualified, at the time of assignment, pursuant to Civil Code Section 815 et seq. or any subsequent State law governing the creation, transfer, and enforcement of conservation easements.
8. **RUNNING WITH THE LAND.** The Easement created by this Grant Deed shall burden and run with the Easement Area forever. Every provision of this Easement that applies to the Landowner or the Easement Holder shall also apply forever to and shall burden or benefit, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees,

and assigns, and all other successors as their interest may appear. The Landowner agrees that transfer by the Landowner of any interest in the Easement Area shall be in accordance with the terms of Paragraph 8 of Exhibit D.

9. **REPRESENTATIONS AND WARRANTIES.**

- A. **Hazardous Materials.** The Landowner represents and warrants that to the best of its knowledge the Easement Area (including, without limitation, any associated air, soil, groundwater, and surface water) is free of any conditions that individually or in the aggregate: (1) pose a significant risk to human health or the environment; (2) violate any Environmental Law, as that term is defined in Paragraph 15; or (3) could reasonably be expected to cause any person to incur environmental investigation, removal, remediation, or other cleanup costs. The Landowner represents and warrants that there are no underground tanks located on the Easement Area. The Landowner represents and warrants that the Landowner shall comply with all Environmental Laws in using the Easement Area and that the Landowner shall keep the Easement Area free of any material environmental defect, including, without limitation, contamination from Hazardous Materials, as that term is defined in Paragraph 15.
- B. **State of Title.** The Landowner represents and warrants that the Landowner has good and sufficient title to the Easement Area (including all appurtenances thereto, including, without limitation, all minerals and mineral rights and all water and water rights) and that the Landowner has full right and authority to grant this Easement.
- C. **Compliance with Laws.** The Landowner represents and warrants that the Landowner has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, regulation, law, or administrative or judicial order with respect to the Easement Area.
- D. **No Litigation.** The Landowner represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Easement Area or any portion thereof relating to or arising out of the ownership or use of the Easement Area, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.
- E. **Authority To Execute Easement.** The person or persons executing this Easement on behalf of the Easement Holder represent and warrant that the execution of this Easement has been duly authorized by the Easement Holder. The person or persons executing this Easement on behalf of the Landowner represent and warrant that the execution of this Easement has been duly authorized by the Landowner.

10. **COSTS, LEGAL REQUIREMENTS, AND LIABILITIES.** The Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Area and agrees that the Easement Holder shall have no duty or responsibility for the operation or maintenance of the Easement Area, the monitoring of hazardous conditions on the Easement Area, or the protection of the Landowner, the public, or any third parties from risks relating to conditions on the Easement Area. The Landowner agrees to pay any and all real property taxes and assessments levied by competent authority on the Easement Area before delinquency and agrees that the Landowner shall keep the Easement Holder's interest in the Easement Area

free of any liens, including those arising out of any work performed for, materials furnished to or obligations incurred by the Landowner. The Landowner shall be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Easement Area. The Landowner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. If more than one person or entity constitutes the Landowner, the obligations of each and all of them under this Easement shall be joint and several.

11. **INDEMNIFICATION BY THE LANDOWNER.** Notwithstanding any other provision of this Easement to the contrary, the Landowner agrees to indemnify, defend, and hold the Easement Holder, including, without limitation, the Easement Holder's members, directors, officers, employees, agents, and contractors and its heirs and assigns (the "Indemnified Parties"), harmless from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of or arising out of: (i) the activities of the Landowner on the Easement Area; (ii) the inaccuracy of any representation or warranty made by the Landowner; (iii) any breach of this Easement; (iv) 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 Easement Area, regardless of cause, unless due to the negligence of any of the Indemnified Parties; or (v) the existence or administration of this Easement. Without limiting the foregoing, the Landowner shall indemnify, defend, and hold harmless the Indemnified Parties for all of the following:

- A. **Approvals.** Any claim, liability, damage, or expense suffered or incurred by or threatened against the Easement Holder by the Landowner or any other person related to any approvals requested by the Landowner, whether given or withheld by the Easement Holder under this Easement, except as such claim, liability, damage, or expense is the result of the Easement Holder's unreasonableness, gross negligence or intentional misconduct.
- B. **Taxes.** Any real property taxes, insurance, utilities, or assessments that are levied against the Easement Area, including those for which exemption cannot be obtained, or any other costs of maintaining the Easement Area.
- C. **Hazardous Materials.** Any Hazardous Material, as that term is defined in Paragraph 15, present, alleged to be present, or otherwise connected in any way to the Easement Area, whether by or after the date of this Easement.

12. **NOTICE: APPROVAL.**

- A. **Notice for Entry.** Where notice to the Landowner of the Easement Holder's entry upon the Easement Area is required under this Easement, the Easement Holder shall notify any of the persons constituting the Landowner or their authorized agents by telephone or in person or by written notice in the manner described in Paragraph 12(C) prior to such entry.
- B. **Other Notice.** Except as provided in Paragraph 12(A), whenever express agreement or consent is required by this Easement, the initiating party shall give written notice, in the manner described in Paragraph 12(C), and detailed information to the other party. The receiving party shall review the proposed activity and notify the

initiating party within forty five (45) days after receipt of notice of any objections to such activity. Any objections by a party shall be based upon its opinion that the proposed activity is inconsistent with the terms of the Easement.

- C. **Written Notices.** Any written notice called for in this Easement shall be delivered: (1) in person; (2) by certified mail, return receipt requested, postage prepaid; (3) by facsimile with the original deposited with the United States Post office, postage prepaid on the same date as sent by facsimile; or (4) by a reputable overnight courier that guarantees next day delivery and provides a receipt. Notices shall be addressed as follows:

To the Easement Holder:

Wildlife Heritage Foundation
P.O. Box 1066
Lincoln, CA 95648

To the Landowner: Wildlands, Inc.

3855 Atherton Road
Rocklin, Ca. 95765
Fax: (916) 435-3556

With a Copy to:

California Department of Fish and Game
Attn: Mr. Dan Gifford
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670

Either party may, from time to time, by written notice to the other, designate a different address that shall be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

- D. **Notice of Reserved Rights.** The Landowner agrees to notify the Easement Holder, in writing at least forty five(45) days before exercising any reserved right that may impair or diminish any of the Agricultural and/or Conservation Values.

- E. **Subsequent Activities.** Permission to carry out, or failure to object to, any proposed use or activity shall not constitute consent to any subsequent use or activity of the same or different nature.

13. **SEVERABILITY AND ENFORCEABILITY.** The terms and purposes of this Easement are intended to be perpetual. If any provision or purpose of the Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions and purposes of the Easement, and the application of such provision or purpose to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

14. **CONDEMNATION.** If all or part of the Easement Area is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, the Landowner and the Easement Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Easement Holder's and the Landowner's interests at the time of this grant, it being expressly agreed that this Easement constitutes a compensable

property right. All expenses incurred by the Landowner and the Easement Holder in such action shall be paid out of the recovered proceeds.

15. **INTERPRETATION.**

- A. **Liberal Construction.** It is the intent of this Easement to preserve the condition of the Easement Area and each of the Agricultural and Conservation Purposes, notwithstanding economic or other hardship or changes in surrounding conditions. The provisions of this Easement shall be liberally construed to effectuate the Agricultural and Conservation Purposes and to allow the Landowner's use and enjoyment of the Easement Area to the extent consistent with those Agricultural and Conservation Purposes. Liberal construction is expressly required for purposes of effectuating this Easement in perpetuity, notwithstanding changed conditions of any kind. The Agricultural and Conservation Purposes are the intended best and most productive use of the Easement Area. No remedy or election given by any provision in this Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have reviewed and revised the Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Easement. In the event of any conflict between the provisions of this Easement and the provisions any use and zoning restrictions of the State of California, the County in which the Easement Area is located, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply.
- B. **Governing Law.** This Easement shall be interpreted in accordance with the laws of the State of California.
- C. **Captions.** The captions have been inserted solely for convenience of reference and are not part of the Easement and shall have no effect upon construction or interpretation.
- D. **No Hazardous Materials Liability.** Notwithstanding any other provision of This Easement to the contrary, the parties do not intend this Easement to be construed such that it creates in or gives to the Easement Holder:
- (1) The obligations or liabilities of an "owner" or "operator" as those words are defined and used in Environmental Laws, as defined below, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq. and hereinafter "CERCLA");
 - (2) The obligations or liabilities of a person described in 42 USC Section 9607(a)(3);
 - (3) The obligations of a responsible person under any applicable Environmental Laws, as defined below;
 - (4) The right to investigate and remediate any Hazardous Materials, as defined below, associated with the Easement Area; or
 - (5) Any control over the Landowner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

F. Definitions.

- (1) The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in place thereof, shall mean and include, respectively, the Landowner and the Landowner's personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Easement Holder and its successors and assigns.
- (2) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive, or radioactive; (b) petroleum products; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA (42 USC Section 9601 et seq.), the Hazardous Materials Transportation Act (49 USC Section 6901 et seq.), the Hazardous Waste Control Law (Cal. Health & Safety Code Section 25100 et seq.), the Hazardous Substance Account Act (Cal Health & Safety Code Section 25300 et seq.), or in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after the date of this Easement.
- (3) The term "Environmental Laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to pollution, natural resources, protection of human health, safety or welfare, the environment, or Hazardous Materials.

16. **SUBSEQUENT LIENS ON EASEMENT AREA.** No provision of the Easement should be construed as impairing the ability of the Landowner to use the Easement Area as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing must, at all times, be subordinated to the Easement by means of a subordination document acceptable to the Easement Holder in the Easement Holder's sole discretion.

17. **RE-RECORDING.** The Easement Holder is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; for such purpose, the Landowner appoints the Easement Holder to be the landowner's attorney-in-fact to execute, acknowledge, and deliver any necessary instrument on the Landowner's behalf. Without limiting the foregoing, the Landowner agrees to execute any such instruments upon request.

18. **ACCESS.** Nothing contained in this Easement shall give or grant to the public a right to alter upon or use the Easement Area or any portion of the Easement Area where no such right existed in the public immediate prior to the execution of this Easement. The Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities might diminish or impair the Agricultural and/or Conservation Values.

19. **SUBSEQUENT TRANSFERS.** The Landowner agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto, will be inserted by the Landowner in any subsequent deed or other legal instrument by which the Landowner divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Easement Area; and the Landowner further agrees to notify the Easement Holder of any pending transfer (including, without limitation, leases) at least forty five (45) days in advance of the transfer. Leasing all or any portion of the Easement Area for a period of five (5) or more years is subject to prior written approval by me

Easement holder, whose approval shall not be unreasonably withheld. The failure of the Landowner to comply with this Paragraph 19 shall not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Landowner, by acceptance of a deed, lease, or other document purporting to convey an interest in the Easement Area, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement.

20. **ENTIRE AGREEMENT.** This Easement, together with the attached exhibits and schedules, and any documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter of this Easement and supersedes all prior agreements and understandings of the parties.

21. **EXHIBITS.** The following exhibits are attached to and are incorporated into this Easement:

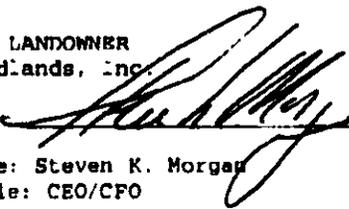
- Exhibit A: Legal Description of the Overall Property;
- Exhibit B: Map of the Overall Property;
- Exhibit C: Legal Description and map of the 107 acres being subjected to the Conservation Easement;
- Exhibit D: Permitted Uses of the Easement Area;
- Exhibit E: Prohibited Uses of the Easement Area; and
- Exhibit F: Easement Documentation Report.

IN WITNESS WHEREOF, the parties have executed this Easement as of the Agreement Date.

THE LANDOWNER
Wildlands, Inc.

By: _____

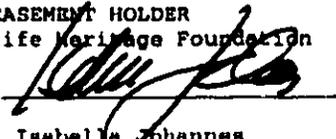
Name: Steven K. Morgan
Title: CEO/CFO



THE EASEMENT HOLDER
Wildlife Heritage Foundation

By: _____

Name: Isabella Johannes
Title: Executive Director



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

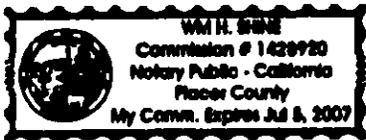
State of California

County of PLACER } ss.

On FEBRUARY 23, 04 before me, WM H. SINE
Date Name and Title of Officer in s. "Notary Public"

personally appeared ISABELA JUHANNES
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.
WM H. SINE
Signature of Notary Public

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: EASEMENT

Document Date: FEBRUARY 19, 2004 Number of Pages: 11

Signer(s) Other Than Named Above: STEVEN K. MORGAN

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



011193 MAR 23 8

ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
County of PLACER } ss.

On February 19, 2004 before me, TINA E. BANDY
personally appeared STEVEN K. MORGAN

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



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

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____ TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/> CORPORATE OFFICER	_____ NUMBER OF PAGES _____
_____ OTHER _____	_____ DATE OF DOCUMENT _____
<input type="checkbox"/> PARTNER(S)	_____ OTHER _____
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER: _____	
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	RIGHT THUMBPRINT OF SIGNER
_____	

EXHIBIT A

**LEGAL DESCRIPTION OF THE OVERALL
PROPERTY**

011193 MAR 23 3

14

RAYMOND L. DOWELL
 17873 CO. ROAD 97
 TELEPHONE  638 002 0007

LAND SURVEYOR
 WOODLAND, CA 95695

SHEET 1 OF 4

DATE: 01/06/2003

WILDLANDS, INC., A CALIFORNIA CORPORATION

PARCELA

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, T. 7 N., R. 3 E., M. D. B. & M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 33, SAID POINT BEARING N. 89°57'45" E. 417.56 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 33; AND THENCE FROM THE TRUE POINT OF BEGINNING, N. 89°57'45" E. 2215.10 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 33; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 33, S. 00°03'57" W. 1782.71 FEET; THENCE LEAVING SAID EAST LINE, N. 89°57'15" W. 1997.10 FEET; THENCE S. 00°01'39" E. 485.48 FEET; THENCE S. 89°39'50" W. 222.99 FEET; THENCE N. 00°10'29" E. 2228.46 FEET TO THE POINT OF BEGINNING, CONTAINING 92.00 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM: A 75-FOOT-WIDE DRAINAGE CANAL EASEMENT FOR R. D. 2068 ALONG THE NORTH LINE OF SECTIONS 32 AND 33, AS DESCRIBED IN BOOK 22, PAGE 123 OF YOLO COUNTY OFFICIAL RECORDS.

PARCEL B-1

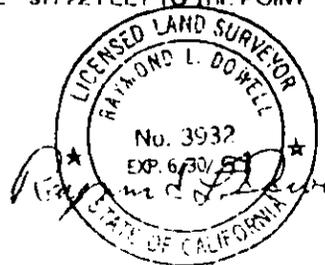
A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, AND IN THE NORTH HALF OF SECTION 32, T. 7 N., R. 3 E., M. D. B. & M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 33, SAID POINT BEARING N. 89°57'45" E. 417.56 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 33; AND THENCE FROM THE TRUE POINT OF BEGINNING, S. 00°10'29" W. 666.29 FEET; THENCE S. 89°39'50" W. 977.22 FEET, PROJECTING INTO SAID SECTION 32; THENCE N. 00°10'29" E. 671.21 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32; THENCE ALONG SAID SECTION LINE, N. 89°58'43" E. 559.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID SECTION 33, N. 89°57'45" E. 417.56 FEET TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM: A 75-FOOT-WIDE DRAINAGE CANAL EASEMENT FOR R. D. 2068 ALONG THE NORTH LINE OF SECTIONS 32 AND 33, AS DESCRIBED IN BOOK 22, PAGE 123 OF YOLO COUNTY OFFICIAL RECORDS.

PARCEL B-2

BEGINNING AT A POINT IN ABOVE SAID SECTION 33 THAT BEARS N. 89° 57' 45" E. 417.56 FEET AND S. 00° 10' 29" W. 666.29 FEET FROM THE NORTH WEST CORNER OF SAID SECTION 33, AND THENCE FROM THE TRUE POINT BEGINNING, S. 00° 10' 29" W. 1560.17 FEET; THENCE S. 89° 39' 50" W. 977.22 FEET; THENCE N. 00° 10' 29" E. 1560.17 FEET; THENCE N. 89° 39' 50" E. 977.22 FEET TO THE POINT OF BEGINNING, CONTAINING 35.00 ACRES OF LAND, MORE OR LESS



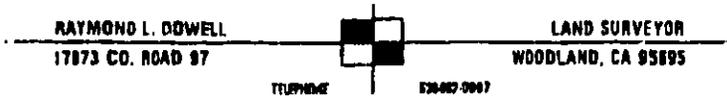
011193 MAR 23 11

Jan 15 03 01:24p

RAYMOND L. DOWELL

530-662-0850

p. 3



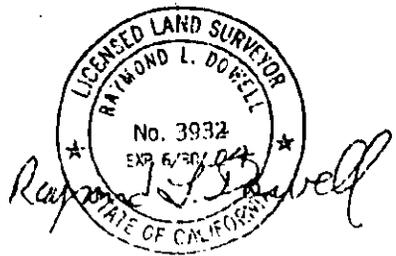
SHEET 2 OF 1

DATE: 3/23/03
REV: 1-04-2003

PARCEL C

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 32, T. 7 N., R. 3 E., M. D. B. & M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 32, SAID POINT BEARING S. 89°56'43" N. 559.63 FROM THE NORTH-EAST CORNER OF SAID SECTION 32; AND THENCE FROM THE TRUE POINT OF BEGINNING S. 00°10'29" W. 2231.38 FEET; THENCE S. 89°38'50" W. 975.11 FEET; THENCE N. 00°10'29" E. 2238.17 FEET TO A POINT ON THE NORTH LINE OF SECTION 32; THENCE ALONG SAID SECTION LINE N. 89°56'43" E. 975.08 FEET TO THE POINT OF BEGINNING, CONTAINING 50.00 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM: A 75-FOOT-WIDE DRAINAGE CANAL EASEMENT FOR R. D. 2068 ALONG THE NORTH LINE OF SECTIONS 32 AND 33, AS DESCRIBED IN BOOK 22, PAGE 123 OF YOLO COUNTY OFFICIAL RECORDS.



011193 MAR 23 2003

RAYMOND L. DOWELL 17873 CO ROAD 97		LAND SURVEYOR WOODLAND, CA 95895
	TELEPHONE	530-867-0067

WILDLANDS, INC., A CALIFORNIA CORPORATION

9/29/03

PARCEL D-1

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 32, T. 7 N., R. 3 E., M. D. B. & M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 32, SAID POINT BEARING S. 89°56'43" W. 1534.71 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; AND THENCE FROM THE TRUE POINT OF BEGINNING S. 00°10'29" W. 2236.17 FEET; THENCE S. 89°39'50" W. 459.50 FEET; THENCE N. 00°10'29" E. 2238.43 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32; THENCE ALONG SAID SECTION LINE N. 89°56'43"E 459.50 FEET TO THE POINT OF BEGINNING, CONTAINING 23.60 ACRES, MORE OR LESS.

EXCEPTING THEREFROM: A 75-FOOT-WIDE DRAINAGE CANAL EASEMENT FOR R D 2068 ALONG THE NORTH LINE OF SECTIONS 32 AND 33, AS DESCRIBED IN BOOK 22, PAGE 123 OF YOLO COUNTY OFFICIAL RECORDS.

Raymond L. Dowell
RAYMOND L. DOWELL — L.S. 3932



011193 MAR 23 3 17



WILDLANDS, INC., A CALIFORNIA CORPORATION

9/29/03

PARCEL D-2

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 32, T. 7 N., R. 3 E., M. D. B. & M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 32, SAID POINT BEARING S. 89°56'43" W. 1994.21 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; AND THENCE FROM THE TRUE POINT OF BEGINNING S. 00°10'29" W. 2238.43 FEET; THENCE S. 89°39'50" W. 513.52 FEET; THENCE N. 00°10'29" E. 2240.95 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32; THENCE ALONG SAID SECTION LINE N. 89°56'43" E. 513.49 FEET TO THE POINT OF BEGINNING, CONTAINING 28.40 ACRES, MORE OR LESS.

EXCEPTING THEREFROM: A 75-FOOT-WIDE DRAINAGE CANAL EASEMENT FOR R. D 2068 ALONG THE NORTH LINE OF SECTIONS 32 AND 33, AS DESCRIBED IN BOOK 22, PAGE 123 OF YOLO COUNTY OFFICIAL RECORDS.

Raymond L. Dowell
RAYMOND L. DOWELL -- L.S. 3932



011193 MAR 23 2004

RAYMOND L. DOWELL 17873 CO. ROAD 97 TELEPHONE		LAND SURVEYOR WOODLAND, CA 95695 570-882-8807
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SHEET 3 OF 4

DATE: ~~12/08/2008~~
REV: 1-06-2009

PARCELE

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 32, T. 7 N., R. 3 E., M. D. B. & M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 32, SAID POINT BEARING S. 89°56'43" W. 2507.70 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 32; THENCE FROM THE TRUE POINT OF BEGINNING S. 00°10'29" W. 2240.96 FEET; THENCE S. 89°39'50" W. 138.62 FEET; THENCE S. 00°08'24" W. 384.37 FEET; THENCE S. 89°59'10" W. 705.83 FEET; THENCE N. 00°02'23" E. 2835.48 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32; THENCE ALONG SAID SECTION LINE N. 89°56'43" E. 860.18 FEET TO THE POINT OF BEGINNING, CONTAINING 50.00 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM: A 75-FOOT-WIDE DRAINAGE CANAL EASEMENT FOR R. D. 2088 ALONG THE NORTH LINE OF SECTIONS 32 AND 33, AS DESCRIBED IN BOOK 22, PAGE 123 OF YOLO COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM: A 30-FOOT-WIDE ACCESS EASEMENT OVER THE MOST SOUTHERLY PORTION AS DESCRIBED IN BOOK 357, PAGE 212 OF YOLO COUNTY OFFICIAL RECORDS.

PARCELE

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 32, T. 7 N., R. 3 E., M. D. B. & M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 32, SAID POINT BEARING N. 89°58'43" E. 1839.93 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 32; AND THENCE FROM THE TRUE POINT OF BEGINNING S. 00°02'23" W. 2835.48 FEET; THENCE S. 89°59'10" W. 539.93 FEET; THENCE N. 00°02'23" E. 450.00 FEET; THENCE S. 89°59'10" W. 345.62 FEET; THENCE N. 00°02'23" E. 2184.85 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32; THENCE ALONG SAID SECTION LINE N. 89°56'43" E. 385.55 FEET TO THE POINT OF BEGINNING, CONTAINING 50.00 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM: A 75-FOOT-WIDE DRAINAGE CANAL EASEMENT FOR R. D. 2088 ALONG THE NORTH LINE OF SECTIONS 32 AND 33, AS DESCRIBED IN BOOK 22, PAGE 123 OF YOLO COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM: A 30-FOOT-WIDE ACCESS EASEMENT OVER THE MOST SOUTHERLY PORTION AS DESCRIBED IN BOOK 357, PAGE 212 OF YOLO COUNTY OFFICIAL RECORDS.


Raymond L. Dowell

011193 MAR 23 2009

EXHIBIT B

MAP OF THE OVERALL PROPERTY

011193 MAR 23 8

21

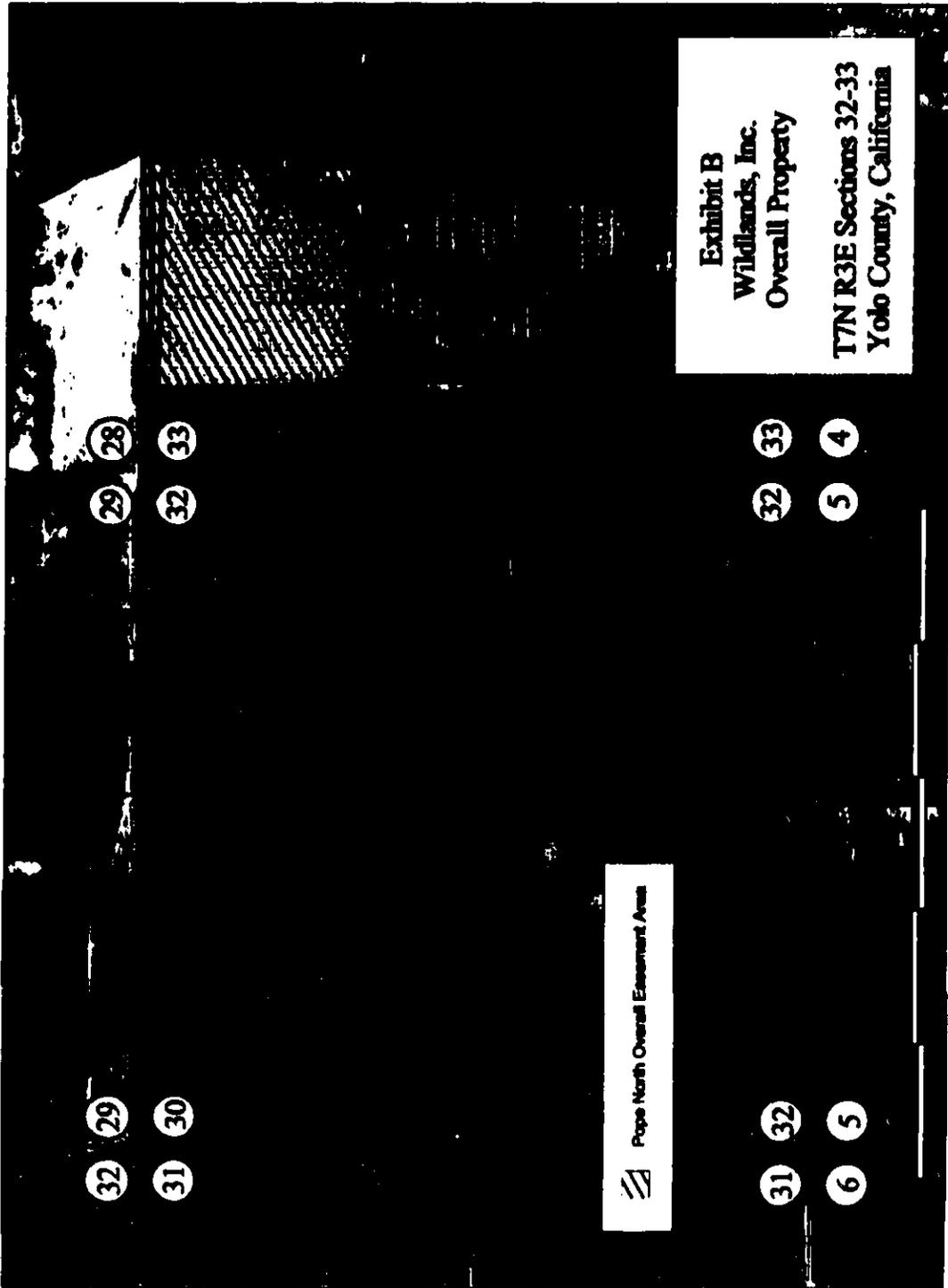


Exhibit B
Wildlands, Inc.
Overall Property
T7N R3E Sections 32-33
Yolo County, California

 **Pope North Overall Easement Area**

32 29
 31 30

29 28
 32 33

32 33
 5 4

31 32
 6 5

011193 MAR 23 5

EXHIBIT C

**LEGAL DESCRIPTION AND MAP OF THE 107
ACRES BEING SUBJECTED TO THE
CONSERVATION EASEMENT**

PARCEL A

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, T.7N., R.3E., M.D.B.&M. YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 33, SAID POINT BEARING N. 89°57'45"E., 417.56 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 33; AND THENCE FROM THE TRUE POINT OF BEGINNING, N. 89°57'45"E., 2215.10 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 33; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 33, S. 00°03'57"W. 1762.71 FEET; THENCE LEAVING SAID EAST LINE, N. 89°57'15"W. 1997.10 FEET; THENCE S. 00°01'39"E. 465.48 FEET; THENCE S. 89°39'50"W. 222.99 FEET; THENCE N. 00°10'29"E. 2226.46 FEET TO THE POINT OF BEGINNING, CONTAINING 92 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM: A 75-FOOT-WIDE DRAINAGE CANAL EASEMENT FOR R.D. 2068 ALONG THE NORTH LINE OF SECTIONS 32 AND 33, AS DESCRIBED IN BOOK 22, PAGE 123 OF YOLO COUNTY OFFICIAL RECORDS.

PARCEL B-1

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 33, AND IN THE NORTH HALF OF SECTION 32, S.7N., R.3E., M.D.B.&M., YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 33, SAID POINT BEARING N 89°57'45"E. 417.56 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 33; AND THENCE FROM THE TRUE POINT OF BEGINNING, S. 00° 10'29"W. 666.29 FEET; THENCE S. 89°39'50"W. 977.22 FEET, PROJECTING INTO SAID SECTION 32; THENCE N. 00°10'29" E. 671.21 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 32; THENCE ALONG SAID SECTION LINE, N. 89°56'43"E. 559.63 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID SECTION 33, N. 89°57'45"E. 417.56 FEET TO THE POINT OF BEGINNING CONTAINING 15 ACRES OF LAND, MORE OR LESS.

011193 MAR 23 8

24

A

92 acres

Current Easement Area
(107 acres)

B1

B2

C

D1

D2

E

F

G

Exhibit C
Wildlands, Inc.
Easement Areas
Pope Ranch North

011193 MAR 23 3

25

EXHIBIT D

PERMITTED USES OF THE EASEMENT AREA

011193 MAR 23 8

26

EXHIBIT D

PERMITTED USES OF THE EASEMENT AREA

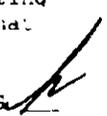
The uses set forth in this Exhibit D detail specific activities that are permitted under the Easement. The uses set forth in this Exhibit D are also intended to provide guidance in determining the consistency of other activities with the Conservation and Agricultural Purposes. Notwithstanding the uses set forth in this Exhibit D and, notwithstanding any provision of this Easement to the contrary, in no event shall any of the permitted uses of the Easement Area (whether set forth in this Exhibit D or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Conservation or Agricultural Values or that otherwise violates this Easement.

1. IRRIGATED PASTURE. The Easement Area is currently being used for and may be used in the future for commercial breeding, raising, pasturing, and grazing of livestock solely as follows and in compliance with the terms and conditions of this Easement (collectively "Grazing Operations").
 - A. Livestock Grazing. Grazing for commercial purposes of the livestock is permitted.
 - B. Prescribed Burning. Prescribed burning is allowed as a tool for the management of the Easement Area, provided that such practice, including, but not limited to, the amount, frequency, and manner of application, shall be in accordance with all applicable laws and regulations.
 - C. Fertilizers, Pesticides, Herbicides, and other Biocides. Herbicides may be applied on the Easement Area only for the control of non-native noxious weeds and in compliance with all applicable laws, rules and regulations. No other pesticides, herbicides, fertilizers or biocides are permitted on the Easement Area.
2. AGRICULTURAL. The Easement Area may be converted for agricultural uses to crops which are conducive to the foraging habitats of Swainson's Hawk as defined in the California Department of Fish and Game's 1994 Staff Report Regarding *Mitigation for Impacts to Swainson's Hawks (Buteo swainsoni) in the Central Valley of California*. These uses include: alfalfa and other hay crops, and low growing row crops such as tomatoes or beans. Conversion of the Easement Area to crops such as corn, vineyards, or orchards is prohibited.
3. MAINTENANCE, REPAIR, AND REPLACEMENT.
 - A. Agricultural, Non-Residential Structures. The Landowner shall have the right to maintain, repair, reasonably enlarge, and reasonably replace ranching, non-residential improvements that exist on the Easement Area as of the date of this Easement, in the same or different locations, provided the Landowner shall obtain the Easement Holder's prior written approval, which approval shall not be unreasonably withheld.

THE LANDOWNER'S INITIALS 

Fences that exist on the Easement Area as of the date of this Easement may be repaired and replaced and new fences may be built anywhere on the Easement Area for purposes of reasonable and customary management of livestock and wildlife, without any further permission of the Easement Holder.

- B. Roads and Trails. The construction, reconstruction, or replacement of any roads and trails is prohibited, except as set forth in the remainder of this Paragraph 3B. The Landowner may maintain roads and trails that exist on the Easement Area as of the date of this Easement at the levels of improvement for each that exist as of the date of this Easement. The Landowner may construct and maintain new roads and trails on the Easement Area, provided that: (1) such new roads and trails, if constructed on the Pasturoland, shall be reasonably necessary for the permitted Grazing and Agricultural operations; and (2) the Landowner shall have obtained the Easement Holder's prior written approval, which shall not be unreasonably withheld, for the construction of such new roads and trails.
4. HUNTING AND TRAPPING. Hunting and trapping on the property is permitted provided that such hunting is done in compliance with all applicable laws and regulations. In addition, in controlling predatory and problem animals the Landowner shall use selective control techniques, which shall be limited in their effectiveness to specific animals that have caused damage to livestock and other property.
5. WATER RESOURCES. The Landowner may develop and maintain such groundwater resources on the Easement Area as are necessary or convenient for livestock and wildlife habitat uses in a manner consistent with this Easement. The Landowner may develop and maintain such surface water resources on the Easement Area as are noted in the Report as currently existing on the Easement Area, provided that such surface water resources may be developed only with the prior written approval of the Easement Holder, which approval shall not be unreasonably withheld, and only to the extent that such development is necessary for permitted Grazing Operations or Agricultural uses in a manner consistent with this Easement.
6. PASSIVE RECREATIONAL USES. The Landowner may conduct passive recreational activities on the Easement Area, including, but not limited to, bird watching, hiking, horseback riding, and picnicking.
7. SIGNS. The Landowner may erect a reasonable number of signs or other appropriate markers not to exceed dimensions of eight feet (8') by sixteen feet (16') in a prominent location on the Easement Area, visible from a public road, which identify grazing or open space activities on the property and/or which state that no trespassing or no hunting is allowed on the property.

THE LANDOWNER'S INITIALS 

8. **TRANSFER OF EASEMENT AREA.** The Landowner may transfer the Easement Area in its entirety, provided that the transfer is in accordance with Paragraph 19 of the Easement and is not prohibited in Exhibit E.
9. **RESIDUAL RIGHTS; PRIOR APPROVAL.** Except as expressly limited by this Easement, the Landowner may exercise and enjoy all rights as owner of the Easement Area, including the right to use the Easement Area for any purpose that is consistent with this Easement.
10. **QUESTIONABLE ACTIVITIES.** If any question exists regarding whether historic, current, or new practices or activities are permitted or would be inconsistent with the Conservation Purposes or would diminish or impair the Conservation Values, the Landowner shall notify the Easement Holder in writing and obtain the Easement Holder's written approval prior to engaging in such practices or activities.

THE LANDOWNER'S INITIALS 

EXHIBIT E

PROHIBITED USES OF THE EASEMENT AREA

Exhibit E

PROHIBITED USES OF THE EASEMENT AREA

Though not an exhaustive list of prohibited uses, none of the uses described below shall be made of the Easement Area. The following are set forth both to list specific prohibited activities are inconsistent with the Agricultural and/or Conservation Purposes.

1. **No Subdivision.** The legal or de facto division, subdivision, or partitioning of the Easement Area is prohibited.
2. **No Non-Agricultural Commercial Uses.** The establishment of any commercial or industrial uses on the Pastureland, other than the continuation of the permitted Grazing Operations or the conversion of the Pasture into a crop conducive to Swainson's Hawk foraging, as described in **Exhibit D**, is prohibited. Examples of prohibited commercial or industrial uses include, but are not limited to: (i) the establishment or maintenance of any commercial feedlots, which are defined as any open or enclosed area where domestic livestock owned by a person or entity other than the Landowner are grouped together for intensive feeding purpose; (ii) the planting and cultivation of commercial orchards or vineyards; (iii) the establishment or maintenance of any dairies; and (v) the establishment or maintenance of any gravel mines.
3. **No Use of Development Rights.** Except as expressly permitted by the terms of **Exhibit D** of this Easement, the exercise of any development rights associated with the Easement Area is prohibited, including, without limitation, the construction or placement of any residential or other buildings, golf courses, camping accommodations, boat ramps, bridges, mobile tanks, or billboards, signs, or other advertising, and/or other structures or improvements, street lights, utility structures or lines, sewer systems or lines.
4. **No Natural Resource Development.** Except as appropriate for the conduct of the Grazing or other Agricultural Operations that are permitted under this Easement, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock or any other material on or below the surface of the Easement Area is prohibited; provided, however, that in no event shall any permitted natural resource development diminish or impair Agricultural and/or Conservation Values. The Landowner shall not grant any further rights to any minerals, oil, gas or hydrocarbons, including the right to extract such items from the Easement Area, and the Landowner shall not grant any right to enter the surface of the Easement Area to extract minerals, oil, gas, or hydrocarbons, or other substances from any other property.

THE LANDOWNER'S INITIALS



5. **No hazardous Materials.** The dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, or unsightly or toxic or Hazardous Materials or agrichemicals is prohibited, except that herbicides permitted under Paragraph 1 of **Exhibit D** may be stored on the Pastureland, provided that all such storage is in compliance with applicable health, safety, and Environmental Laws and regulations and further provided that all such storage does not diminish or impair the Conservation Values.
6. **No Long-Term Leases.** Leasing the Easement Area for a period of five (5) or more years without the consent of the Easement Holder, as provided in **Paragraph 19** of the Easement.
7. **No Alteration of Natural Water Courses, NO Degradation of Water Quality.** Except with the prior written consent of the Easement Holder, the manipulation or alteration of any natural water course, wetland, stream bank, or body of water is prohibited. Activities or uses detrimental to water quality, including, but not limited to, degradation, pollution of any surface or subsurface waters, are prohibited.
8. **No impairment of Water Rights.** Severance, conveyance, or encumbrance of water rights appurtenant to the Easement Area, separately from the underlying title to the Easement Area, or other action that diminishes or extinguishes such water rights is prohibited. Nothing in this provision shall restrict the right of the Landowner to use water on the Easement Area (or on lands other than the Easement Area) on a temporary basis (maximum one (1)-year increments), provided that such use does not permanently impair the riparian or other water rights appurtenant to the Easement Area nor reduce water rights below what is necessary for present or future permitted Agricultural Operations on the Easement Area.
9. **Vehicles.** The use of any motorized vehicles off designated roadways, except for permitted grazing, agricultural, or conservation purposes, is prohibited. The use of motorized vehicles for recreational purposes prohibited.
10. **Introduction of Grasses, Plant, animal Species or Exotics.** No seeding, planting or introduction of exotic grasses, clovers, or any other plant species is permitted. The intentional or reckless introduction of exotic plant or animal species that may in the Easement Holder's determination threaten to diminish or impair the Conservation Values of this Easement is prohibited. Except as expressly permitted by the terms of **Exhibit D** the introduction of non-native plant or animal species is prohibited.
11. **No Plowing, Disking, Alteration of Topography.** The plowing, disking, cultivation rapping, planting, sowing, irrigation, or any other conversion or disturbance of the Property is prohibited, except for: (a) the grazing of livestock as permitted by the terms of **Exhibit D**; or (b) the planting or harvesting of permitted crops as described in **Exhibit D**; . Any
THE LANDOWNER'S INITIALS 

change in the topography of the Easement Area through the placement on the Easement Area of soils, land fill, dredging spoils, or other materials is prohibited, except as incidental and necessary to the activities permitted under this Easement. Notwithstanding any provision of this Paragraph 13 or the remainder of this Easement to the contrary, in no event shall any permitted plowing, diskng, cultivation, ripping, planting, sowing, irrigation, or any other conversion or disturbance of the Property diminish or impair or impair the Agricultural or Conservation Values.

12. **No Conversion of Property.** Except as otherwise permitted in Exhibit D, the use of the Pastureland for or conversion of the Pastureland to crops not conducive to Swainson's Hawk foraging habitat, orchards, or vineyards is prohibited.
13. **Inconsistent or Adverse Actions.** Any action or practice that is or becomes inconsistent with the Agricultural or Conservation Purposes or that diminishes or impairs the Agricultural or Conservation Values is strictly prohibited, except as such action or practice may occur as a reasonable part of the permitted operations.
14. **Junk Yards.** The storage or disassembly or inoperable automobiles, machinery, equipment, trucks, and similar items for purposes of storage, sale, or rental of space for any such purpose is prohibited.
15. **Destruction of Native Vegetation.** Except as otherwise specifically permitted in Exhibit D, the removal, cutting or destruction of native vegetation is prohibited. (Notwithstanding this Paragraph 15 or any provisions set forth in the remainder of this Easement.

THE LANDOWNER'S INITIALS 

EXHIBIT F

EASEMENT DOCUMENTATION REPORT

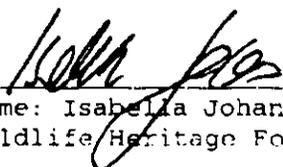
011193 MAR 23 34

Easement Documentation Report

The property known as Pope Ranch North is located in the Yolo Bypass, between the Sacramento Deepwater Channel and Midway Road, in Yolo County (Section 32, Township 7N, Range 3E), (Figures 1&2). The overall property is approximately 394 acres total and is owned by Wildlands, Inc.. The Initial conservation easement would cover approximately 107 acres of the site. Supplemental easements may be filed in the future for the remaining acreage. Pope Ranch North is located adjacent to an approximate 390 acre conservation bank for giant garter snake (*Thamnophis gigas*) (GGS), also owned by Wildlands, which was approved in April, 2001. Other adjacent land uses include agricultural operations such as irrigated pasture, rice, and corn; and waterfowl and upland game bird hunting facilities.

The Pope Ranch North site has historically and is most currently being used for irrigated pasture. Previous crops grown on site have included sugar beets, safflower, and corn. Vegetation currently consists primarily of irrigated pasture grasses and forbs, including fescue, trefoil, clovers, and Sudan grass. The bordering water delivery ditches have some tules, cattails, smartweed, and water primrose along their banks. The primary wildlife species include upland mammals such as jackrabbits, mice, skunks, and birds such as ring-necked pheasant, meadowlark, Savannah sparrow, long-billed curlew, and red-tailed hawk. Swainson's Hawks have been observed on the site as well as on adjacent property.

I acknowledge receipt of and concurrence with the above Easement Documentation Report.


Name: Isabella Johannes
Wildlife Heritage Foundation

2/25/09
Date

END OF DOCUMENT

011193 MAR 23 2009

Recording requested by and when recorded return to:

Wildlife Heritage Foundation
725 Main Street, Suite 231
Woodland, CA 95695

with a conformed copy to:
Wildlands, Inc.
3855 Atherton Road
Rocklin, CA 95765



Yolo Recorder's Office
Freddie Oakley, County Recorder
DOC- 2005-0036239-00

Check Number 28589
REQD BY WILDLANDS INC
Wednesday, JUL 27, 2005 12:58:00
Ttl Pd \$28.00 Nbr-0000581032
VRB/R6/1-8

(space above this line reserved for recorder's use)

GRANT DEED OF SUPPLEMENTAL AGRICULTURAL CONSERVATION EASEMENT

(Pope Ranch North, Phase 2, Yolo County)

THIS GRANT DEED OF SUPPLEMENTAL AGRICULTURAL CONSERVATION EASEMENT ("Supplemental **Easement**") is made as of 7/13, 2005 (the "**Agreement Date**") by and between Wildlands, Inc, a California Corporation (the "**Landowner**"), and Wildlife Heritage Foundation, a non-profit organization (the "**Easement Holder**").

RECITALS

- A. The Landowner and Easement Holder are the parties to that certain Grant Deed of Agricultural Conservation Easement ("**Original Conservation Easement**") dated February 19, 2004, which was recorded in the Official Records of Yolo County, California, on March 23, 2004, as instrument no. 04-0011193-00. Capitalized terms not defined herein shall have the meaning given to them in the Original Conservation Easement.
- B. The Original Conservation Easement provides, among other things, that Landowner may subject additional portions of the Overall Property to the terms and provisions of the Original Conservation Easement through the recordation of a Supplemental Conservation Easement expressly subjecting such additional property to the terms and provisions of this Easement.
- C. Landowner desires to subject the portion of the Overall Property (the "**Phase 2 Property**") more particularly described in Exhibit A attached hereto and incorporated herein, to the terms and provisions of the Original Conservation Easement. The Phase 2 Property consists of approximately twenty five (25) acres of pastureland. As fee owner of the Easement Area, the Landowner owns the affirmative rights to identify, preserve, and protect forever the existing features and values of the Phase 2 Property.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the recitals set forth above and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this document and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, and in particular California Civil Code Section 815 et seq., the Landowner voluntarily grants and conveys to the Easement Holder, and to the Easement Holder's successors and assigns, an agricultural conservation easement in gross forever in, on, over, and across the Phase 2 Property, upon all of the terms, provisions and conditions set forth in the Original Conservation Easement, restricting forever the uses that may be

made of the Phase 2 Property, and the Landowner and the Easement Holder agree as follows:

1. **PURPOSES.** The purposes of this Supplemental Easement are to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Agricultural and Conservation Values (the "Agricultural and Conservation Purposes"). In so doing, it is intended that this Supplemental Easement shall foster grazing practices and/or other agricultural activities conducive to Swainson's Hawk foraging habitat on the Phase 2 Property that work in harmony with the protection and preservation of the Conservation Values and that also preserve and protect the agricultural values, character and utility of the Phase 2 Property in a manner consistent with the terms and conditions of the Original Conservation Easement.

2. **SUPPLEMENTAL EASEMENT DOCUMENTATION REPORT.** The parties acknowledge that the Report described in Paragraph 2 of the Original Conservation Easement includes the Phase 2 Property, and is on file with the Landowner and the Easement Holder at their respective addresses for notices set forth in Paragraph 12 of the Original Conservation Easement.

3. **ADDED TO EASEMENT AREA.** The Phase 2 Property is expressly made subject to all of the terms, provisions and conditions of the Original Conservation Easement. From and after the date of recordation of this Supplemental Easement, the Phase 2 Property shall, for all purposes, constitute a part of the "Easement Area" under the Original Conservation Easement.

4. **ENTIRE AGREEMENT.** This Supplemental Easement, together with the Original Conservation Easement, and the exhibits and schedules attached hereto and thereto, and any documents incorporated therein or herein by reference, constitutes the entire agreement of the parties with respect to the subject matter of this Supplemental Easement and supersedes all prior agreements and understandings of the parties.

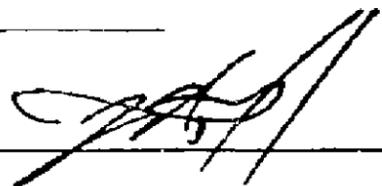
5. **EXHIBITS.** The following exhibits are attached to and are incorporated into this Supplemental Easement:

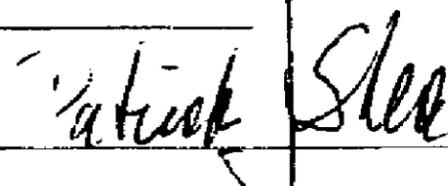
Exhibit A: Legal Description of the Phase 2 Property

IN WITNESS WHEREOF, the parties have executed this Supplemental Easement as of the Agreement Date.

THE LANDOWNER

THE EASEMENT HOLDER

By: 

By: 

Name: Mark Heintz

Name: Patrick Shea

Title: Director, Assets & Transactions

Title: CFO & Board Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } SS.

On 7/14/05 before me, TINA E. BANDY
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Mark HEINTZ
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Signature of Notary Public

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: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

PLACER

} ss.

On July 1, 2005 before me,
personally appeared

TINA E. BANDY
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

PATRICK SHEA
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



036239 JUL 27 18

4

LAUGENOUR AND MEIKLE
CIVIL ENGINEERS

"A"

3153-1
June 14, 2005
S.B.K.

LAND DESCRIPTION

BASALITE CONSERVATION EASEMENT

ALL that real property situate in the Unincorporated Area of the County of Yolo, State of California and being portions of Sections 32 and 33, Township 7 North, Range 3 East, Mount Diablo Base and Meridian, also being a portion of that parcel of land described in Document No. 2001-0018532-00, said County Records, and also being a portion of Parcel B-2 of Exhibit A as described in Document No. 2004-0011193-00, said County Records, being more particularly described as follows:

BEGINNING at the Southwest corner of Parcel B-1 of Exhibit C as described in said Document No. 2004-0011193-00, said point also being the Northwest corner of said Parcel B-2; said point also being distant, from National Geodetic Survey Designation "DIXON RESET" (PID-JS4323), the following two (2) courses and distances: (1) North 63°37'50" East 17,444.78 feet to National Geodetic Survey Designation "ANDREW" (PID-AE9864); and (2) North 30°33'27" West 11,444.78 feet; thence, from said POINT OF BEGINNING, and along South line of said Parcel B-1, North 89°35'42" East 977.22 feet to the Southeast corner of said Parcel B-1, said point also being the Northeast corner of said Parcel B-2; thence, along the East line of said Parcel B-2, South 00°06'21" West 1,114.43 feet; thence, leaving said East line and along a line parallel with the South line of that parcel of land described in said Document No. 2001-0018532-00, South 89°35'42" West 977.22 feet to a point on the West line of said Parcel B-2; thence, along said West line, North 00°06'21" East 1,114.43 feet to the POINT OF BEGINNING.

Containing 25.000 acres of land, more or less.



LAUGENOUR AND MEIKLE
CIVIL ENGINEERS

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

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

End of description.

6

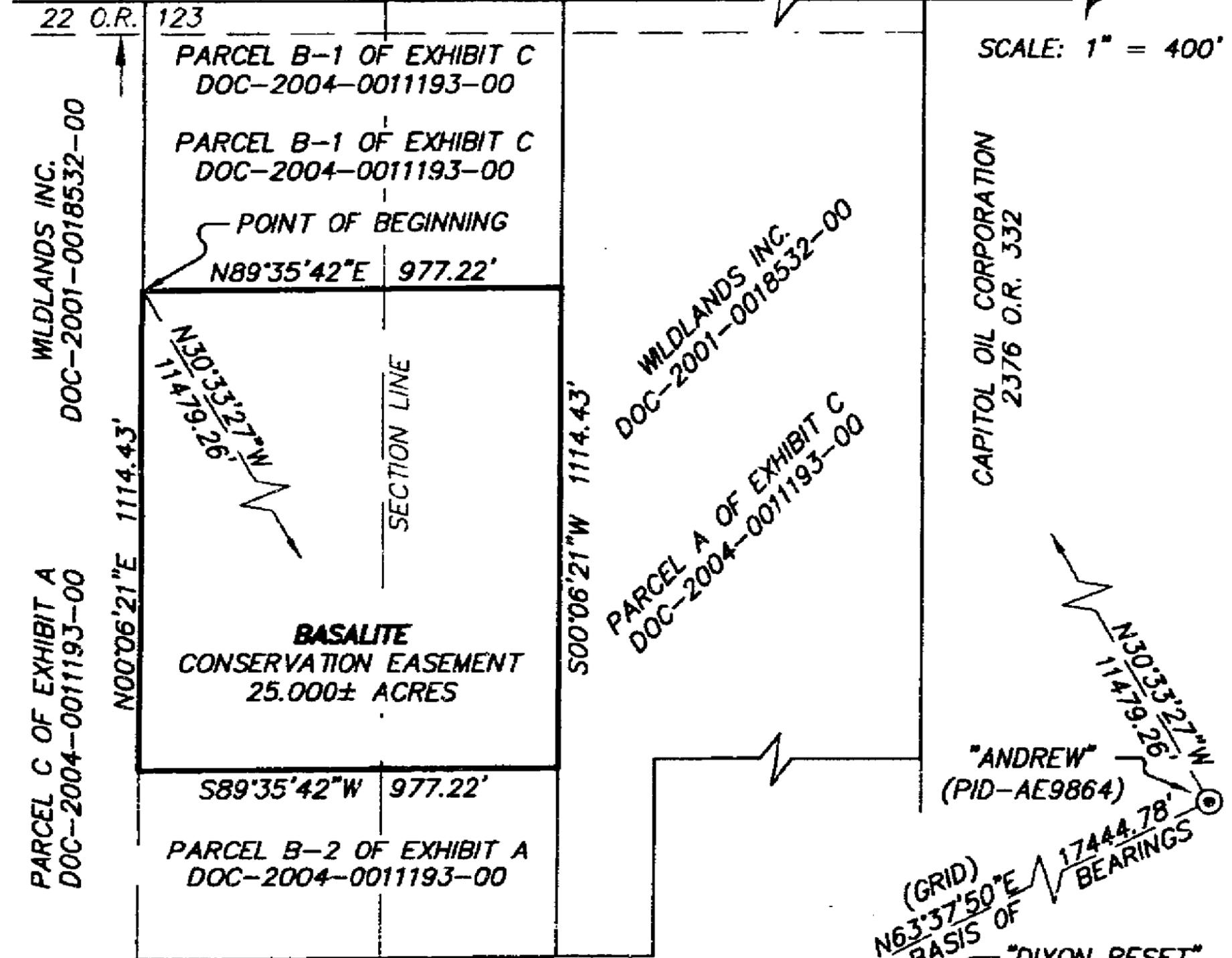
STATE OF CALIFORNIA
DOC-2001-0045717-00

GLIDE
DOC-2003-0020325-00

29 | 28
32 | 33



SCALE: 1" = 400'



Christopher W. Lerch
CHRISTOPHER W. LERCH
L.S. 7906
EXPIRES: 12-31-2005

6-15-05
DATE

LM CIVIL ENGINEERING
LAND SURVEYING
PLANNING
LAUGENOUR AND MEIKLE

508 COURT STREET, WOODLAND, CA 95685
PHONE: (530) 662-1755
FAX: (530) 662-4602

EXHIBIT TO ACCOMPANY DESCRIPTION
BASALITE CONSERVATION EASEMENT
BEING PORTIONS OF THE NORTHWEST
QUARTER OF SECTION 33 AND THE
NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 7 NORTH, RANGE 3 EAST,
MOUNT DIABLO BASE AND MERIDIAN
UNINCORPORATED AREA, YOLO COUNTY, CALIFORNIA
SHEET 1 OF 1
JUNE 14, 2005

#3153-1

036239 JUL 27 05

3153-1
June 13, 2005

Basalite Conservation Easement:

North: 1912746.3733 East : 6659441.3070
Line Course: N 89-35-42 E Length: 977.22
North: 1912753.2808 East : 6660418.5026
Line Course: S 00-06-21 W Length: 1114.43
North: 1911638.8527 East : 6660416.4440
Line Course: S 89-35-42 W Length: 977.22
North: 1911631.9452 East : 6659439.2485
Line Course: N 00-06-21 E Length: 1114.43
North: 1912746.3733 East : 6659441.3070

Perimeter: 4183.30 Area: 1,089,000.003 sq. ft. 25.000 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E

Error North: 0.00000 East : 0.00000

Precision 1: 4,183,300,000.00

END OF DOCUMENT

036239 JUL 27 8

8

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

Wildlife Heritage Foundation
P.O. Box 818
Rancho Cordova, CA 95741

YLO RECORDER'S OFFICE
YLO RECORDER'S OFFICE
YLO RECORDER'S OFFICE
YLO RECORDER'S OFFICE
YLO RECORDER'S OFFICE

YOLO Recorder's Office
Freddie Oakley, County Recorder
DOC- 2007-0029951-00

Acct 104-Placer Title

Thursday, AUG 23, 2007 14:28:00

Ttl Pd \$34.00

Nbr-0000725822

KH /X4/1-10

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**GRANT DEED OF SUPPLEMENTAL AGRICULTURAL
CONSERVATION EASEMENT**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

Recording requested by and when recorded return to:

Wildlife Heritage Foundation
P.O. Box 818
Rancho Cordova, CA 95741-0818

with a conformed copy to:
Wildlands, Inc.
3855 Atherton Road
Rocklin, CA 95765

(space above this line reserved for recorder's use)
GRANT DEED OF SUPPLEMENTAL AGRICULTURAL CONSERVATION EASEMENT
(Pope Ranch North, Phase 3, Yolo County)

THIS GRANT DEED OF SUPPLEMENTAL AGRICULTURAL CONSERVATION EASEMENT ("Supplemental **Easement**") is made as of January 29, 2007 (the "**Agreement Date**") by and between Wildlands, Inc, a California Corporation (the "**Landowner**"), and Wildlife Heritage Foundation, a non-profit organization (the "**Easement Holder**").

RECITALS

- A. The Landowner and Easement Holder are the parties to that certain Grant Deed of Agricultural Conservation Easement ("**Original Conservation Easement**") dated February 19, 2004, which was recorded in the Official Records of Yolo County, California, on March 23, 2004, as instrument no. 04-0011193-00. Capitalized terms not defined herein shall have the meaning given to them in the Original Conservation Easement.
- B. The Original Conservation Easement provides, among other things, that Landowner may subject additional portions of the Overall Property to the terms and provisions of the Original Conservation Easement through the recordation of a Supplemental Conservation Easement expressly subjecting such additional property to the terms and provisions of this Easement.
- C. Landowner desires to subject the portion of the Overall Property (the "**Phase 3 Property**") more particularly described in Exhibit A attached hereto and incorporated herein, to the terms and provisions of the Original Conservation Easement. The Phase 3 Property consists of approximately eight and seventy-eight one-hundredths (8.78) acres of pastureland. As fee owner of the Easement Area, the Landowner owns the affirmative rights to identify, preserve, and protect forever the existing features and values of the Phase 3 Property.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the recitals set forth above and in consideration of the mutual covenants, terms, conditions, and restrictions contained in this document and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, and in particular California Civil Code Section 815 et seq., the Landowner voluntarily grants and conveys to the Easement Holder, and to the Easement Holder's successors and assigns, an agricultural conservation easement in gross forever in, on, over, and across the Phase 3 Property, upon all of the terms, provisions and conditions set forth in the Original Conservation Easement, restricting forever the uses that may be

made of the Phase 3 Property, and the Landowner and the Easement Holder agree as follows:

1. **PURPOSES.** The purposes of this Supplemental Easement are to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Agricultural and Conservation Values (the "Agricultural and Conservation Purposes"). In so doing, it is intended that this Supplemental Easement shall foster grazing practices and/or other agricultural activities conducive to Swainson's Hawk foraging habitat on the Phase 3 Property that work in harmony with the protection and preservation of the Conservation Values and that also preserve and protect the agricultural values, character and utility of the Phase 3 Property in a manner consistent with the terms and conditions of the Original Conservation Easement.

2. **SUPPLEMENTAL EASEMENT DOCUMENTATION REPORT.** The parties acknowledge that the Report described in Paragraph 2 of the Original Conservation Easement includes the Phase 3 Property, and is on file with the Landowner and the Easement Holder at their respective addresses for notices set forth in Paragraph 12 of the Original Conservation Easement.

3. **ADDED TO EASEMENT AREA.** The Phase 3 Property is expressly made subject to all of the terms, provisions and conditions of the Original Conservation Easement. From and after the date of recordation of this Supplemental Easement, the Phase 3 Property shall, for all purposes, constitute a part of the "Easement Area" under the Original Conservation Easement.

4. **ENTIRE AGREEMENT.** This Supplemental Easement, together with the Original Conservation Easement, and the exhibits and schedules attached hereto and thereto, and any documents incorporated therein or herein by reference, constitutes the entire agreement of the parties with respect to the subject matter of this Supplemental Easement and supersedes all prior agreements and understandings of the parties.

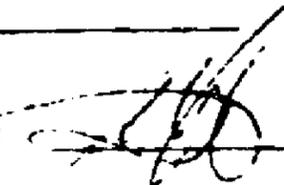
5. **EXHIBITS.** The following exhibit is attached to and is incorporated into this Supplemental Easement:

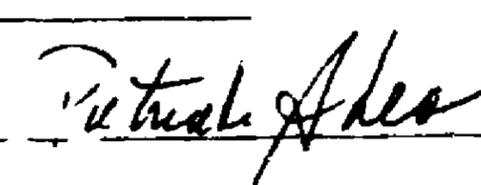
Exhibit A: Legal Description and Map of the Phase 3 Property

IN WITNESS WHEREOF, the parties have executed this Supplemental Easement as of the Agreement Date.

Wildlands, Inc
THE LANDOWNER

Wildlife Heritage Foundation
THE EASEMENT HOLDER

By: 

By: 

Name: Mark Heintz

Name: Patrick Shea

Title: Vice President & General Counsel

Title: Executive Director & CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

} ss.

On

Jan 29, 2007
Date

before me,

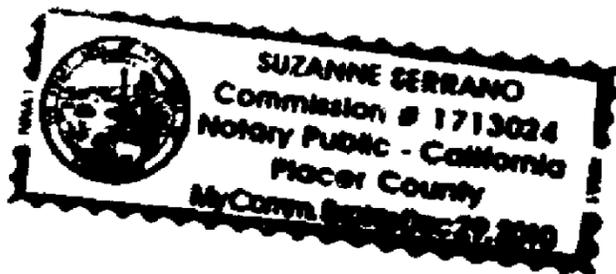
Suzanne Serrano
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Mark Heintz
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Suzanne Serrano
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

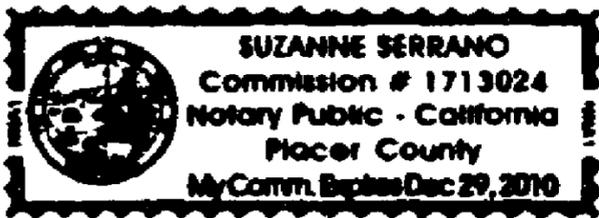


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } ss.

On January 29, 2007 before me, Suzanne Serrano
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared Patrick Shea
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Suzanne Serrano
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other _____

Signer is Representing _____



EXHIBIT A
LEGAL DESCRIPTION

LAUGENOUR AND MEIKLE
CIVIL ENGINEERS

3153-1
June 27, 2005
S.B.K.

LAND DESCRIPTION

NORTHWEST INTERCEPTOR CONSERVATION EASEMENT

ALL that real property situate in the unincorporated area of the County of Yolo, State of California, and being portions of Sections 32 and 33, Township 7 North, Range 3 East, Mount Diablo Base and Meridian, also being a portion of that parcel of land described in Document No. 2001-0018532-00, said County Records, and also being a portion of Parcel B-2 of Exhibit A as described in Document No. 2004-0011193-00, said County Records, being more particularly described as follows:

BEGINNING at a point on the East line of said Parcel B-2, said point also being distant, from National Geodetic Survey Designation "DIXON RESET" (PID-JS4323), the following four (4) courses and distances: (1) North 63°37'50" East 17,444.78 feet to National Geodetic Survey Designation "ANDREW" (PID-AE9864); (2) North 30°33'27" West 11,444.78 feet to the Northwest corner of said Parcel B-2; said point also being the Southwest corner of Parcel B-1 of Exhibit C as described in said Document No. 2004-0011193-00; (3) North 89°35'42" East 977.22 feet along the North line of said Parcel B-2 to the Northeast corner thereof; and (4) South 00°06'21" West 1,114.43 feet along the East line of said Parcel B-2; thence, from said POINT OF BEGINNING, and continuing along said East line, South 00°06'21" West 446.80 feet to the Southeast corner of said Parcel B-2; said point also being on the South line of that parcel of land described in said Document No. 2001-0018532-00; thence, along said South line, South 89°36'33" West 856.30 feet; thence, leaving said South line and along a line parallel with said East line, North 00°06'21" East 446.51 feet to a point distant the following two courses and distances from the Northeast corner of said



LAUGENOUR AND MEIKLE
CIVIL ENGINEERS

Parcel B-2: (1) South $00^{\circ}06'21''$ West 1,114.43 feet along the East line of said Parcel B-2; and (2) South $89^{\circ}35'42''$ West 856.30 feet along a line parallel with the South line of that parcel of land described in said Document No. 2001-0018532-00; thence, along a line parallel with said South line, North $89^{\circ}35'42''$ East 856.30 feet to the POINT OF BEGINNING.

Containing 8.780 acres of land, more or less.

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

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

End of description.

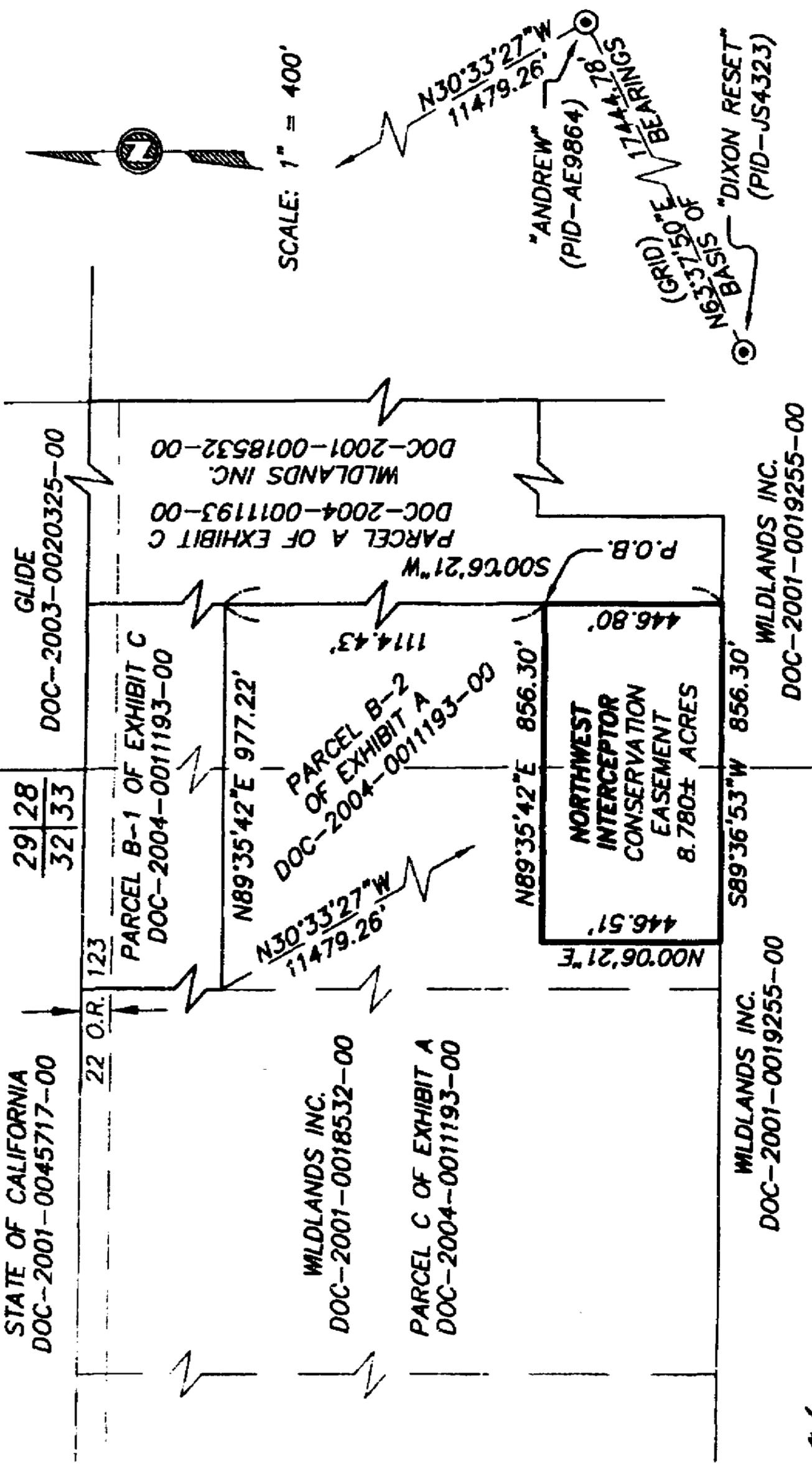


EXHIBIT TO ACCOMPANY DESCRIPTION
**NORTHWEST INTERCEPTOR
 CONSERVATION EASEMENT**
 BEING PORTIONS OF THE NORTHWEST
 QUARTER OF SECTION 33 AND THE
 NORTHEAST QUARTER OF SECTION 32,
 TOWNSHIP 7 NORTH, RANGE 3 EAST,
 MOUNT DIABLO BASE AND MERIDIAN
 UNINCORPORATED AREA, YOLO COUNTY, CALIFORNIA
 JUNE 28, 2005
 SHEET 1 OF 1



Christopher W. Lerch
 CHRISTOPHER W. LERCH
 L.S. 7906
 EXPIRES: 12-31-2005
 DATE: 6-28-05

LM
 LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING
 608 COURT STREET, WOODLAND, CA 95683
 PHONE: (530) 662-1755
 FAX: (530) 662-4602

3153-1
June 27, 2005

Northwest Interceptor Conservation Easement:

North: 1911638.8536 East : 6660416.4451
Line Course: S 00-06-21 W Length: 446.80
North: 1911192.0544 East : 6660415.6198
Line Course: S 89-36-53 W Length: 856.30
North: 1911186.2964 East : 6659559.3392
Line Course: N 00-06-21 E Length: 446.51
North: 1911632.8056 East : 6659560.1640
Line Course: N 89-35-42 E Length: 856.30
North: 1911638.8584 East : 6660416.4426

Perimeter: 2605.92 Area: 382,456.800 sq. ft. 8.780 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0054 Course: N 28-24-56 W
Error North: 0.00475 East : -0.00257
Precision 1: 482,575.93

END OF DOCUMENT

10

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 033-190-037

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-168

EASEMENT
(TO THE STATE)

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

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
YBSH-168	115.0 AC	Flowage Easement

Described as follows:

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

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

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

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

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

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

Executed on _____

GRANTOR(S)

STATE OF CALIFORNIA }

SS

County of _____

On _____, 20 ____ , before me, _____

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

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

WITNESS my hand and official seal

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

[SEAL]

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

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

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

Director of Water Resources

By _____

Attorney in Fact

EXHIBIT "A"

YBSH-168

All that real property situated in portions of Sections 32 and 33, Township 7 North, Range 3 East, MDM, in the unincorporated area of the County of Yolo, State of California, described as follows:

All of that portion of land as described in Exhibit "A" in that Grant Deed 2021-0015139, recorded April 15, 2021, Official Records of Said County.

Containing 115.0 acres, more or less.

As shown on EXHIBIT "B" attached hereto.

KRISTOPHER KLIMA, PLS

YBSH-168 FLOWAGE EASEMENT FRANK WEBB PROPERTIES LLC

**EXHIBIT "A" OF GRANT DEED
2021-0015139
REC APRIL 15, 2021, O.R.
115 AC. +/-**

COUNTY ROAD 152

033-190-037

COUNTY ROAD 107

TOE DRAIN



NO SCALE

**PORTION OF SECTIONS 32, 33
T.7 N, R.3 E., M.D.M.,
COUNTY OF YOLO**

SAC RIVER DEEP WATER CHANNEL

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

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

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

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

07/21/2022

Yolo Bypass Big Notch Project

APN: 033-190-037

Owner: FRANK WEBB PROPERTIES LLC

Parcel area: 113.2 acres

Area within YB: 113.2 acres

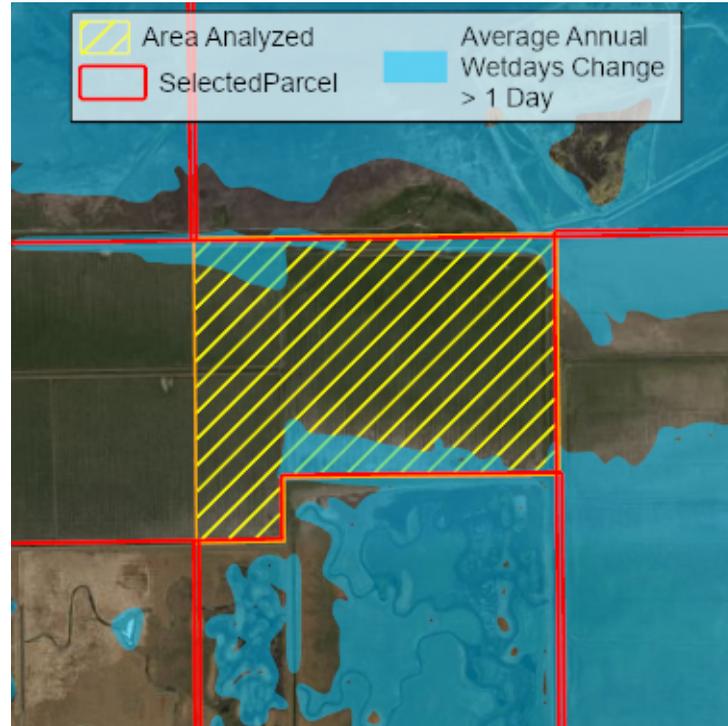
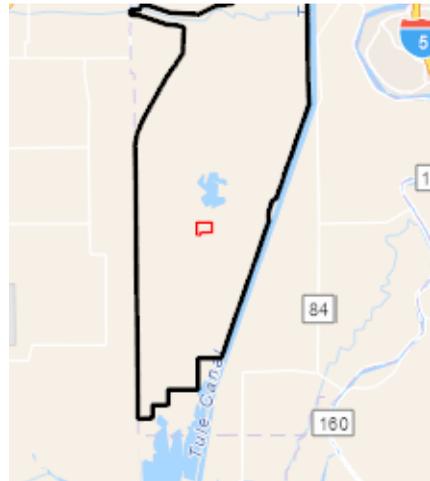
Annual wetted-days

Current: 18.7

Project: 19.3

Change: 0.6

Average depth change: 0.1 (ft)



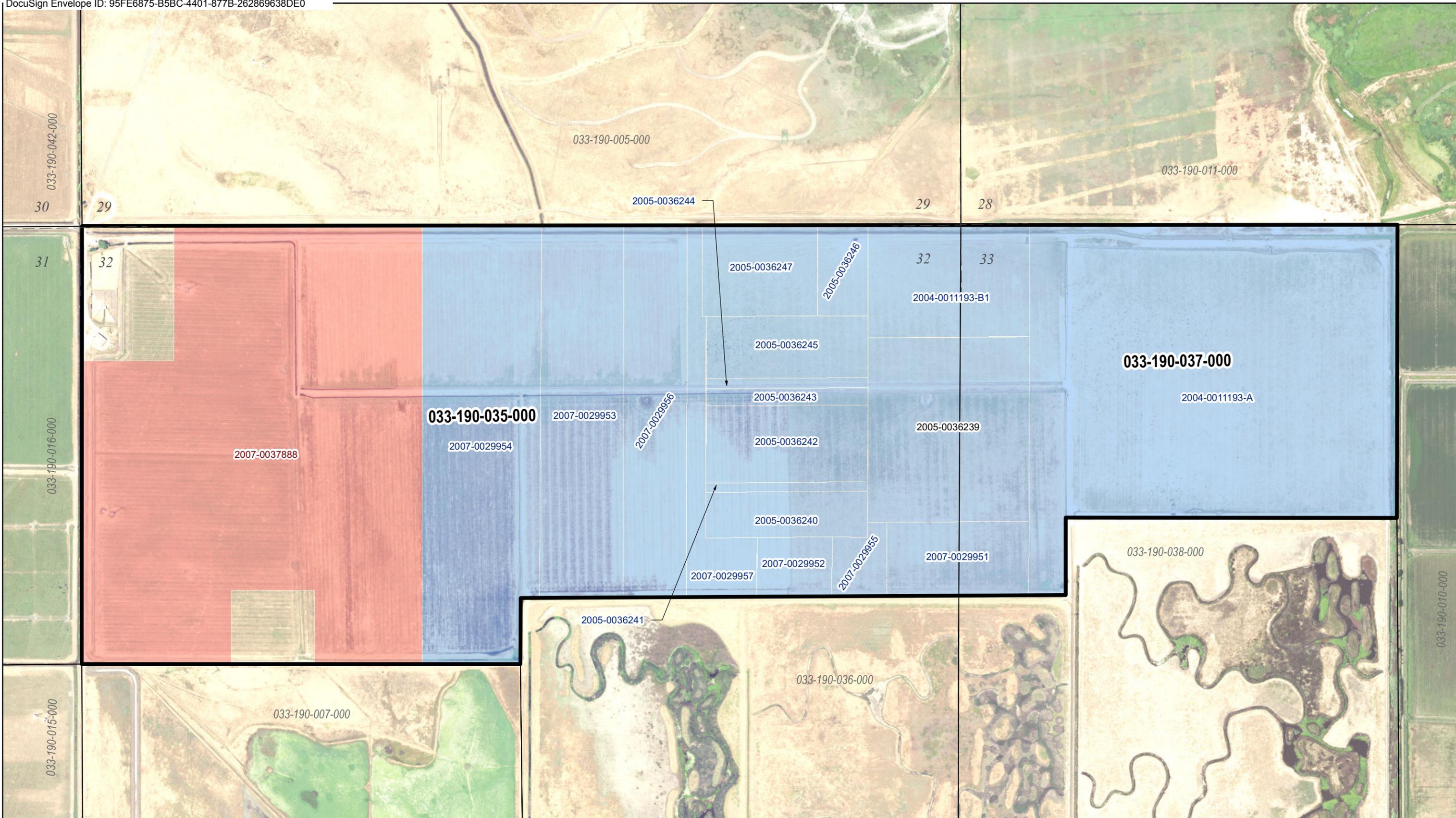
Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	02-12	02-13	48	49	0.0	4.3	4.3
1998	06-05	06-05	67	68	0.1	3.5	3.5
1999	03-12	03-12	26	28	0.1	1.3	1.3
2000	03-17	03-17	30	30	0.0	3.0	3.0
2001			0	0			
2002	01-09	01-10	2	4	0.2	0.5	0.5
2003	01-05	01-06	1	3	0.2	0.3	0.4
2004	03-10	03-11	18	19	0.1	3.2	3.1
2005	05-25	05-25	2	2	0.1	0.6	0.6
2006	05-04	05-04	84	84	0.0	3.1	3.1
2007			0	0			
2008			0	0			
2009			0	0			
2010			0	0	0.2		0.2
2011	04-10	04-10	21	22	0.0	3.0	3.0
2012			0	0			

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

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

	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November			0.0	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	2.2	2.1	0.5	0.5	98.6	98.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.3	0.3	0.4	0.4
January	4.1	4.0	4.4	4.6	87.0	86.4	0.9	1.0	0.9	1.0	0.9	1.0	1.0	1.0	1.9	1.9	7.6	7.6
February	3.7	3.6	4.7	4.9	83.9	83.5	0.7	0.9	0.8	0.8	0.9	0.9	1.1	1.1	2.7	2.7	9.9	10.0
March	2.6	2.5	5.6	5.8	84.0	83.4	1.6	1.7	1.5	1.6	1.5	1.5	1.5	1.5	3.0	3.0	7.1	7.2
April	2.8	2.9	3.0	3.0	91.2	91.2	0.8	0.7	0.8	0.8	0.9	0.8	0.8	0.8	1.5	1.5	4.1	4.1
May	0.6	0.6	0.4	0.4	99.4	99.3	0.3	0.3	0.2	0.2	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0
June	0.5	0.5	0.1	0.1	99.8	99.8	0.1	0.1	0.1	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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



Legend

-  SUBJECT PARCEL (DEED 2021-0015139)
-  CONSERVATION EASEMENT - CA DEPARTMENT OF FISH & WILDLIFE
-  CONSERVATION EASEMENT - WILDLIFE HERITAGE FOUNDATION
-  YOLO COUNTY ASSESSOR

Note: Information shown on this map is compiled from numerous sources and may not be complete or accurate. This includes Assessor parcel lines, numbers, and ownership information provided by Yolo County. DWR makes no claims, representations, or warranties (express or implied) concerning the positional accuracy of the polygon data contained herein. Each user is responsible for determining its suitability for his or her intended use or purpose.

YOLO BYPASS - SALMONID HABITAT RESTORATION AND FISH PASSAGE PROJECT/ YOLO COUNTY

CONSERVATION EASEMENT EXHIBIT

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



NO SCALE

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

7/20/2022



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Darla Guenzler, PhD, Executive Director,
Wildlife Heritage Foundation,
563 2nd Street, #120
Lincoln, CA 95648

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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.

Yolo County records indicate that the Wildlife Heritage Foundation holds conservation easements identified as Document Nos. 2004-001193-00 (Parcels A and B1), 2005-36239-00, and 2007-0029951-00 in the Official Records of Yolo County (enclosed) upon property identified as Yolo County Assessor's Parcel No. (APN) 033-190-37, also known as DWR Parcel No. YBSH-168, owned by Frank Webb Properties, LLC. Parcel No. YBSH-168 is within the Big Notch Project area and DWR is proposing to acquire an easement over the entire property in conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of Parcel No. YBSH-168, an inundation modeling impact report for APN 033-190-037, and an Exhibit showing the WHF conservation easements on this APN are enclosed for your reference.

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Deleted: The right of way appraisal map depicting the DWR Parcel No. YBSH-168 containing the Foundation conservation easement,

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

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

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, the Wildlife Heritage

Wildlife Heritage Foundation

Page 2

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 P.O. Box 942836, Sacramento, CA 94236-0001, Attn: Nathan Myhre, Associate Right of Way Agent, within 45 days from the date this notice.

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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:

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- (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 address provided above; 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 cooperation. If you have any comments or questions regarding the Big Notch Project or proposed easement acquisition, or if providing public entity contact information, you may contact me toll free by telephone at (800) 600-4397, directly at (916) 902-7547, by e-mail at Nathan.Myhre@water.ca.gov, or at the address provided above.

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Sincerely,

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Nathan Myhre
Associate Right of Way Agent

Enclosures

- Conservation Easements
- Easement Deed with legal plat
- Inundation modeling information report
- Conservation Easement Exhibit

Certificate Of Completion

Envelope Id: 95FE6875B5BC4401877B262869638DE0

Status: Sent

Subject: Please DocuSign: 128NM072122CP.docx, 1. 2004_0011193.pdf, 2. 2005_0036239.pdf, 3. 2007_0029951....

FormID:

Source Envelope:

Document Pages: 64

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Carlyn Pipkins

AutoNav: Enabled

715 P Street

Enveloped Stamping: Enabled

Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Carlyn.Pipkins@water.ca.gov

IP Address: 136.200.53.21

Record Tracking

Status: Original

Holder: Carlyn Pipkins

Location: DocuSign

7/21/2022 2:18:05 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**Signature****Timestamp**

Alejandra Lopez for Nathan Myhre

Alejandra.Lopez@water.ca.gov

Department of Water Resources

Security Level: Email, Account Authentication
(None)*Alejandra Lopez for Nathan Myhre*Signature Adoption: Pre-selected Style
Using IP Address: 136.200.53.20

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Resent: 7/21/2022 4:02:54 PM

Viewed: 7/21/2022 4:05:47 PM

Signed: 7/21/2022 4:05:59 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Alejandra Lopez

Alejandra.Lopez@water.ca.gov

Department of Water Resources

Security Level: Email, Account Authentication
(None)

Sent: 7/21/2022 4:06:02 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Linus A. Paulus

Linus.Paulus@water.ca.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Nathan Myhre

Nathan.Myhre@water.ca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

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7/21/2022 2:22:07 PM

Signing Complete

Security Checked

7/21/2022 4:05:59 PM

Payment Events	Status	Timestamps
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