

DEPARTMENT OF WATER RESOURCES

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



7/19/2022

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

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

Dear Messrs. Borkoski and Isola:

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

The Yolo County records indicate that the United States Fish and Wildlife Service (USFWS) holds conservation easements identified as Document Nos. 1996-0015196 and 1998-0025764 (Parcel 2, 40-foot road easement) in the Official Records of Yolo County (attached). These easements affect property identified as Yolo County Assessor's Parcel No. (APN) 033-440-001, also known as DWR Parcel No. YBSH-147 Unit A, which is owned by H Pond, LLC. YBSH-147 Unit A is within the Big Notch Project area and DWR is proposing to acquire a flowage easement over YBSH-147 Unit A in conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of YBSH-147 Unit A, an Exhibit showing the USFWS easements, and a copy of the inundation modeling impact report for APN 033-440-001 are attached to this letter.

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

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

Messrs. Borkoski and Isola

7/19/2022

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As part of DWR outreach activities, DWR and USFWS previously met to introduce the Project to USFWS on February 19, 2021. Now that the Project is progressing into the land acquisition phase, DWR would like to discuss this specific proposed acquisition with you and any public agencies that funded, or required for permitting, the conservation easement. In addition, you may submit written comments on the acquisition, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, to DWR at the Post Office Box 942836, Sacramento, CA 94236-0001, Attn: Jesus Cedeño, Associate Right of Way Agent, within 45 days from the date this notice.

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

(1) Forward a copy of this notice by first-class mail to each public entity that provided funds for the purchase of the easement or that imposed conditions on approval or permitting of a project that were satisfied, in whole or in part, by the creation of the conservation easement; 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 acquisition, or if providing public entity contact information, you may contact me by telephone toll free at (800) 600-4397, directly at (916) 902-7198, by e-mail at Jesus.Cedeno@water.ca.gov, or at the address provided above.

Sincerely,

Alejandra Lopez for Jesus Cedeño

Jesus Cedeño
Associate Right of Way Agent

Enclosures

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

YOLO Co Recorder's Office
Tony Bernhard, County Recorder

DOC - 96-0015196-00
Acct 104-Placer Title
Thursday, JUN 20, 1996 15:05:00
Ttl Pd \$0.00 Nbr-0000020486
VRB/R1/11

RECORDING REQUESTED; WHEN RECORDED
MAIL TO: Attn: Stephen M. Dyer
U.S. Fish and Wildlife Service
Sacramento Realty Field Office
2233 Watt Avenue, Suite 375
Sacramento, California 95825-0509

As 16/27

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

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, Made this 7th day of June, 1996
between H Pond Ranch, a partnership, its successors and assigns, hereinafter
referred to as Grantor, and the UNITED STATES OF AMERICA and its assigns,
hereinafter referred to as Grantee,

WHEREAS the Migratory Bird Conservation Act of February 18, 1929, (16
U.S.C. 715 et seq), as amended, and since August 1, 1958, authorizes the
Secretary of the Interior to acquire certain lands or interests therein for
waterfowl habitat;

AND ALSO WHEREAS, the easement interest rights in the following described
lands are being acquired for administration by the Secretary of the Interior
(Secretary) through the United States Fish and Wildlife Service, and the use,
occupation and operation of the reservations retained herein shall be
subordinate to and subject to such rules and regulations as may be prescribed
by the Secretary governing the use, occupation, protection and administration
of units of the National Wildlife Refuge System under and in compliance with
provisions of Section 6 of the Migratory Bird Conservation Act of February 18,
1929 (45 Stat. 1222), as amended by Section 301 of the Refuge Revenue Sharing
Act of June 15, 1935, (49 Stat. 381).

NOW THEREFORE, For and in consideration of SIX HUNDRED TWENTY-TWO THOUSAND
SEVEN HUNDRED AND 00/100 DOLLARS (\$622,700.00), the Grantor hereby grants to
the UNITED STATES OF AMERICA, Grantee, a perpetual conservation easement for
the maintenance and use of the land and waters described below (hereinafter
referred to as "Easement Lands" and "Easement Waters") for the management of
migratory birds on the terms and conditions stated herein. There is included
in this Grant of Easement a right of access by designated representatives of
the U.S. Fish and Wildlife Service over any and all Easement Lands and those
lands described as excluded from the Easement Lands described below, as
reasonably necessary for the limited purposes of entering the Easement Lands
to verify compliance by the Grantor with the terms and conditions of this
easement and exercising Grantee's rights under this Grant of Easement. Said
lands contain 479.0 acres, more or less, all being located in Yolo County,
State of California described as follows:

TRACT 19C (Assessors Parcel No. 033-440-01):

PARCEL ONE: The North 1/2 and the North 1/2 of the South 1/2 of Section 27,
T. 7N., R. 3E., M.D.B. & M., according to the Official Plat thereof.

North Central Valley WMA (19C)

015196 JUN 20 96

11

Excluding except for the purpose of access to and over the Easement Lands the following lands:

TRACT (19Cz-1):

The following described tract of land is located in Yolo County, California, situate approximately 10 miles South of the city of Davis, California, and being a part of the land described in the Deed from Peter Raffetto to H Pond Ranch, a partnership, recorded in the Official Records of Yolo County, California, June 16, 1971 in Book 980, Page 607, said tract being more particularly described as follows;

All bearings and distances are based on the Lambert State Plane Coordinate System, NAD 83/91, California Zone 2; divide distances by 0.99998 for ground distances.

T. 7 N., R. 3 E., MOUNT DIABLO MERIDIAN:

A portion of the North 1/2 of section 27, above said Township and Range, more particularly described as follows:

BEGINNING at a 3 1/4" U.S. Fish and Wildlife Service aluminum monument marked "130, 1996", said point marking the Northwest corner of this tract, and which point bears South 20° 33' 17" East, 1790.79 feet from the 2" open iron pipe marking the corner common to sections 21, 22, 27 and 28 of T. 7 N., R. 3 E.; thence, North 83° 08' 26" East, 208.71 feet; to a 3 1/4" U.S. Fish and Wildlife Service aluminum monument marked "129, 1996"; thence, South 6° 51' 34" East, 208.71 feet to a 3 1/4" U.S. Fish and Wildlife Service aluminum monument marked "128, 1996"; thence, South 83° 08' 26" West, 208.71 feet to a 3 1/4" U.S. Fish and Wildlife Service aluminum monument marked "127, 1996"; thence, North 6° 51' 34" West, 208.71 feet to the point of BEGINNING, containing 1.00 acres, more or less.

The above described tract of land, containing 1.00 acres, more or less, is delineated on a map tracing designated H POND RANCH TRACT (19Cz-1) bearing the date of April 5, 1996, of record in the files of the Department of the Interior.

1. There are excepted and reserved from this Grant of Easement all minerals, including gas, oil, and other hydrocarbon substances, underlying the Easement Lands, and this Grant of Easement is subject to all existing easements and rights-of-way of record held by third parties, and to all outstanding mineral rights, including all oil and gas leases of record, held by third parties.

2. The Easement Waters consist of (i) any riparian water rights appurtenant to the Easement Lands, (ii) any appropriative water rights to the extent those rights are appurtenant to the Easement Lands, (iii) any waters, the rights to which are secured under contract between the Grantor and any irrigation or water district, to the extent such waters are customarily applied to the Easement Lands, and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Lands or on

those lands described as excepted from the Easement Lands in the legal description and that are capable of being used by the Grantor to maintain the Easement Lands in a flooded condition. The Easement Waters are limited to the amount of Grantor's water reasonably required to maintain the Easement Lands in a flooded condition to the elevation not to exceed the historical fall and winter seasonal level.

3. Grantor is not obligated to take any action or to incur any expense related to the maintenance of the Easement Lands as waterfowl habitat. Nor is Grantor obligated to apply water to the Easement Lands or to maintain, repair, or construct any water distribution facilities to serve the Easement Lands. However, in any year that the Grantor does not flood the Easement Lands to the determined elevation or the historical fall and winter seasonal levels, Grantee shall have, at its sole discretion, the nonexclusive right and option, but not the obligation, to flood the Easement Lands from September 1st through March 1st of the following year. In this connection, Grantee shall have, at its sole discretion, the right and option, but not the obligation, to use any and all of the Easement Waters that Grantee deems suitable for waterfowl habitat purposes and to place on the Easement Lands and convey through Grantor's water distribution facilities any other waters Grantee may acquire or have available to it.

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

4. (a) Grantor shall not, except as provided in 5 below, (i) alter the existing topography of or cultivate agricultural crops on the Easement Lands, (ii) otherwise alter or use or permit the use by third parties of the Easement Lands for any purpose, including the exploration or development of any reserved minerals, or (iii) place any structures on the Easement Lands other than hunting blinds without the prior written authorization of Grantee given through the Fish and Wildlife Service. Such authorization will only be given if the Secretary or his designated representative determines that the proposed activity will not change the character of the Easement Lands or adversely affect the use of the Easement Lands as habitat suitable for migratory birds.

(b) Grantor and Grantee agree that the exploration, development, and production of reserved oil and gas deposits by the Grantor or authorized third parties shall be considered compatible with maintenance and use of the Easement Lands and Waters for the management of migratory birds and shall be authorized by the Fish and Wildlife Service provided (i) all exploration and development operations and, in particular, all drilling and workover activities, are conducted after June 1st and prior to September 1st of each year and (ii) Grantee, through the Fish and Wildlife Service shall have the

right to approve the locations and methods of all proposed exploration, development and production operations to insure such operations are carried out in a manner that is compatible with protection of Grantee's easement interest.

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

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

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

8. The Grantee acknowledges that adoption of laws or regulations that prohibit hunting of all migratory waterfowl on the property for a continuous period of thirty-six (36) months shall deprive the Grantor of the primary economic beneficial use of the fee estate in the property. Therefore, the Grantee, and its assigns, reserves the first right of refusal to acquire the remaining fee interest in the Grantor's property in the event that waterfowl hunting seasons in the State of California are stopped for a period of three

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On June 6, 1996 before me, Nancy A. Henry
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Ronald R. Rott
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Nancy A. Henry
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- TITLE(S)
- PARTNER(S) LIMITED GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

015196 JUN 20 1996

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On June 6, 1996 before me, Nancy A. Henry
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Cyrus A. Johnson
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Nancy A. Henry
SIGNATURE OF NOTARY

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DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

015196 JUN 20 1996

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

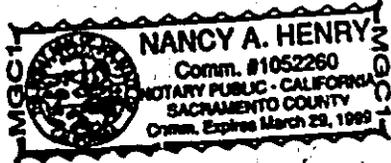
State of California

County of Sacramento

On June 7, 1996 before me, Nancy A. Henry
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Robert Dorian
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal,
Nancy A. Henry
SIGNATURE OF NOTARY

OPTIONAL

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- CORPORATE OFFICER

- TITLE(S) _____
- PARTNER(S) LIMITED
 - ATTORNEY-IN-FACT GENERAL
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

015196 JUN 20

CERTIFICATE OF ACCEPTANCE
State of California Code Section 27281

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

June 10, 1996
Date

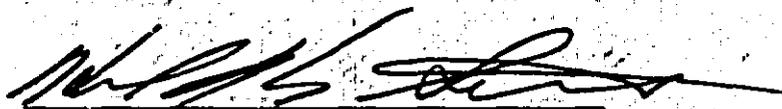

Senior Realty Officer
U.S. Fish and Wildlife Service

EXHIBIT A

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

Scientific NameCommon NameTrees, shrubs, and vines:

Salix gooddingii	Black willow
Salix hindsiana	Sandbar willow
Populus fremontii	Fremont cottonwood
Alnus rhombifolia	White alder
Elaeagnus angustifolia	Russian olive

Aquatic-floating and submerged:

Lemna minor	Duckweed
Potamogeton pectinatus	Sego pondweed
Potamogeton species	Other pondweeds
Zannichellia palustris	Horned pondweed
Najas guadalupensis	Southern naiad
Chara species	Muskgrass

Aquatic-emergent:

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

Moist soil:

Echinochloa crusgalli
Leptochloa fascicularis
Heleochoa schoenoides
Crypsis niliaca
Polygonum species
Ammannia coccinea
Paspalum distichum
Cynodon dactylon

Watergrass
Sprangletop
Swamp timothy
Prickle grass
Smartweeds
Redstem
Joint grass
Bermuda grass

Uplands:

Phalaris tuberosa var. stenoptera
Phalaris tuberosa var. hirtiglumis
Phalaris arundinacea
Sorghum halepense
Setaria species
Distichlis spicata
Agropyron elongatum
Melilotus species
Astragalus cicer
Lotus corniculatus

Harding grass
Perla grass
Reed canary grass
Johnson grass
Bristle grass
Saltgrass
Tall wheatgrass
Sweetclovers
Cicer milkvetch
Birdsfoot trefoil

FILED

YOLO Recorder's Office
Tony Bernhard, County Recorder

DOC - 98-0025764-00
Acct 104-Placer Title
Thursday, SEP 03, 1998 03:30:00
Ttl Pd \$46.00 Nbr-0000120610
VRB/R6/1-14

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

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

GRANT OF EASEMENT

GRANT OF EASEMENT, made between CHANNEL RANCH, a Partnership, hereinafter referred to as Grantor, and the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as Grantee,

WHEREAS the Migratory Bird Conservation Act of February 18, 1929, (16 U.S.C. 715 et seq), as amended, and since August 1, 1958, authorizes the Secretary of the Interior to acquire certain lands or interests therein for waterfowl habitat;

AND ALSO WHEREAS, the easement interest rights in the following described lands are being acquired for administration by the Secretary of the Interior (Secretary) through the United States Fish and Wildlife Service, and the use, occupation and operation of the reservations retained herein shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary governing the use, occupation, protection and administration of units of the National Wildlife Refuge System under and in compliance with provisions of Section 6 of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Refuge Revenue Sharing Act of June 15, 1935, (49 Stat. 381).

NOW THEREFORE, For and in consideration of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00), the Grantor hereby grants to the UNITED STATES OF AMERICA, Grantee, a perpetual conservation easement for the maintenance and use of the land and waters described below (hereinafter referred to as "Easement Lands" and "Easement Waters") for the management of migratory birds on the terms and conditions stated herein. There is included in this Grant of Easement a right of access by designated representatives of the U.S. Fish and Wildlife Service over any and all Easement Lands and those lands described as excluded from the Easement Lands described below, as reasonably necessary for the limited purposes of entering the Easement Lands to verify compliance by the Grantor with the terms and conditions of this easement and exercising Grantee's rights under this Grant of Easement. Said lands contain 190.89 acres, more or less, all being located in Yolo County, State of California, and more particularly described as follows:

Tract (27C):Parcel 1:Township Seven (7) North, Range Three (3) East, M.D.B.&M.:

All that portion of the North half (N 1/2) of Section 26, and the Northeast one quarter (NE 1/4) of the Southwest one quarter (SW 1/4), that lies west of the Westerly line of Parcels 2 and 3 of the property conveyed to Sacramento-Yolo Port District, a California river port district, by Deed dated March 12, 1957, recorded April 30, 1957 in Book 512 of Official Records, page 230.

EXCEPTING THEREFROM (A) that portion thereof conveyed to Lillian E. Swanston, et al by the Deed recorded June 25, 1959 in Book 577 of Official Records at page 116 described as follows:

That portion of the Northeast one quarter of the southwest one quarter of Section 26, T.7N., R.3E., M.D.B.&M., being also a portion of Swamp Land Survey #807 in Yolo County, California, described as follows:

Beginning at a point on the line between Swamp Land Survey #814 and Swamp Land Survey #807 as said Swamp Land Surveys are shown on that certain Record of Survey Map filed September 19, 1957 in Book 8 of Maps and Surveys, at Page 19, Yolo County records, said point of beginning being shown on said Record of Survey as Port District Monument Y.L.; Thence North 0° 12' 40" West along the West line of said Swamp Land Survey #807 for a distance of 805.30 feet; Thence North 89° 46' 28" East 293.12 feet to a point on the Westerly line of the Sacramento-Yolo Port District Deep Water Channel; Thence South 19° 47' 18" West along the Westerly line of said Deep Water Channel for a distance of 857.06 feet to the point of beginning.

(B) An undivided 3/12 interest in all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character as reserved in the Deed recorded April 1, 1954 in Book 418 of Official Records at page 469 in favor of Joseph Henry Glide III also known as Joseph Henry Glide, Jr.

(C) An undivided 1/12 interest in all minerals and any and all oil, gas and other hydrocarbon substances as conveyed to Joseph Henry Glide, Jr., by the Deed recorded March 15, 1957 in Book 508 of Official Records at page 420.

(D) An undivided 1/4 interest in all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character contained in and upon the granted premises, together with the continuing right of entry for the full enjoyment of said rights so excepted and reserved, including development work, boring of wells, making of excavations, installation, maintenance and operation of pipelines, storage tanks and other requisite structures, and removal of said substances so excepted and reserved by all usual, convenient and necessary means, but subject to the obligation to make just compensation for any inquiry or damage to growing crops or other improvements on said

premises occasioned by the exercise of any of said rights so excepted or reserved aforesaid, by the Deed recorded December 14, 1956 in Book 501 of Official Records at page 409, Yolo County records.

Parcel 2:

A non-exclusive right of way for road purposes over the strip of land 40 feet in width adjoining West and North lines of Section 27, T.7N., R.3E., M.D.B.&M.

Parcel 3:

A non-exclusive right of way for road purposes over the North 30 feet of the Southwest 1/4 of Section 28, the North 30 feet of the Northwest 1/4 of the Southeast 1/4 of Section 28, the North 30 feet of the West 30 feet of the Northeast 1/4 of the Southeast 1/4 of Section 28, the North 30 feet and the West 30 feet of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 28, and the East 30 feet of the Southeast 1/4 of Section 28, and the East 30 feet of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 28, in T.7N., R.3E., M.D.B.&M., according to the Official Plat thereof.

Parcel 4:

That portion of the parcel of land described in the Deed to Thornton Elsen Glide, et al, recorded October 15, 1970 in Book 955 of Official Records at page 288, lying Northerly of the direct extension Easterly of the Northern line of the parcel of land described in the Deed to Lillian E. Swanston, et al, recorded June 25, 1959 in Book 577 of Official Records at page 116.

EXCEPTING THEREFROM the following:

(A) An undivided 1/3 interest in and to all oil, gas and mineral rights in and to said property, but without any right to drill or to erect structures or other improvements, or to install pipes, or to excavate upon any of the said property, except at such locations as shall be approved by grantee and by the U.S. Corps of Engineers, as reserved in the Deed executed by Joseph Henry Glide, Jr., et al, recorded April 30, 1957 in Book 512 of Official Records at page 230.

(B) An undivided 2/3 interest in and to all oil, gas and other minerals together with the right of ingress and egress over all of such property for the purposes of exploring for, extracting and removing such minerals, as excepted in the deed executed by Thornton Elsen Glide, et al, recorded October 15, 1970 in Book 955 of Official Records at page 295.

(C) An undivided 3/12 interest in all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character as reserved in the deed recorded April 1, 1954 in Book 418 of Official Records at page 469 in favor of Joseph Henry Glide III, also known as Joseph Henry Glide, Jr.

(D) An undivided 1/12 interest in all minerals and any and all oil, gas and other hydrocarbon substances as conveyed to Joseph Henry Glide, Jr., by the Deed recorded March 15, 1957 in Book 508 of Official Records at page 420.

(E) An undivided one-fourth interest in all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character contained in and upon the granted premises, together with the continuing right of entry for the full enjoyment of said rights so excepted and reserved, including development work, boring of wells, making of excavations, installation, maintenance and operation of pipe lines, storage tanks and other requisite structures, and removal of said substances so excepted and reserved by all usual, convenient and necessary means, but subject to the obligation to make just compensation for any inquiry or damage to growing crops or other improvements on said premises occasioned by the exercise of any of said rights so excepted or reserved aforesaid. APN: 033-440-01, 02.

ALSO EXCEPTING THEREFROM a 0.27 acre, more or less, exclusion surveyed by the U.S. Fish and Wildlife Service as delineated on a map tracings designated CHANNEL RANCH TRACT (27Cz-1) and CHANNEL RANCH TRACT (27Cz-2) bearing the date of July 17, 1998, of record in the files of the Department of the Interior. A print from those map tracings is attached hereto.

The following described two tracts of land are located in Yolo County, California, situate approximately 12 miles South of the city of West Sacramento, California, and being a part of the land described in the Grant Deed from Nick Martinelli, et ux, to Channel Ranch, a partnership, recorded in the Official Records of Yolo County, California, May 1, 1974 in Book 1102, Pages 420-421, and the Individual Grant Deed from Nick Martinelli, et ux, to Channel Ranch, a partnership, recorded in the Official Records of Yolo County, California, July 13, 1982 in Book 1531, Pages 631-632, said tracts being more particularly described as follows:

All bearings and distances are based on the Lambert State Plane Coordinate System, NAD 83/91, California Zone 2; divide distances by 0.99998 for ground distances.

Township 7 North, Range 3 East, Section 26, Mount Diablo Meridian:

TRACT 27Cz-1: BEGINNING at a U.S. Fish and Wildlife Service monument marked "142, TR27CZ-1, 1998", said monument marking the Northwest corner of this tract, and which monument bears,

North 51° 02' 24" East, 4160.89 feet,

from a found 1 3/4" button head bar monument marked "LS 2355", designating the 1/4 Corner of Sections 27/26, set in M & S, Book 9, Page 153, Yolo County Records,

thence,

South 83° 56' 44" East, 61.83 feet,

to a U.S. Fish and Wildlife Service monument marked "143, TR27CZ-1, 1998",

thence,

South 13° 22' 41" West, 79.59 feet,

to a U.S. Fish and Wildlife Service monument marked "144, TR27CZ-1, 1998",

thence

North 82° 57' 17" West, 62.03 feet,

to a U.S. Fish and Wildlife Service monument marked "145, TR27CZ-1, 1998",

thence, North 13° 37' 04" East, 78.55 feet,

to the point of BEGINNING, containing 0.11 acres, more or less

TRACT (27Cz-2) BEGINNING at a U.S. Fish and Wildlife Service monument marked "137, TR27CZ-2, 1998", said monument marking the Northwest corner of this tract, and which monument bears
 North 88° 31' 12" East, 1693.31 feet,
 from a found 1 3/4" button head bar monument marked "LS 2355", designating the 1/4 Corner of Sections 27/26, set in M & S, Book 9, Page 153, Yolo County Records; thence,
 South 73° 43' 18" East, 44.56 feet,
 to a U.S. Fish and Wildlife Service monument marked "138, TR27CZ-2, 1998"; thence,
 South 21° 08' 08" West, 117.87 feet,
 to a U.S. Fish and Wildlife Service monument marked "139, TR27CZ-2, 1998"; thence,
 North 89° 32' 03" West, 68.23 feet,
 to a U.S. Fish and Wildlife Service monument marked "140, TR27CZ-2, 1998"; thence,
 North 29° 08' 36" East, 139.54 feet,
 to the point of BEGINNING, containing 0.16 acres, more or less.

The above described two tracts of land, containing in the aggregate 0.27 acres, more or less, are delineated on map tracings designated CHANNEL RANCH TRACT (27Cz-1) and CHANNEL RANCH TRACT (27Cz-2) bearing the date of July 17, 1998, of record in the files of the Department of the Interior .

1. There are excepted and reserved from this Grant of Easement all minerals, including gas, oil, and other hydrocarbon substances, underlying the Easement Lands, and this Grant of Easement is subject to all existing easements and rights-of-way of record held by third parties, and to all outstanding mineral rights, including all oil and gas leases of record, held by third parties, including but not limited to: (a) reservations in Book 418 of Official Records, page 469, in Book 508, page 420 to Joseph Henry Glide III, (b) in Book 501 of Official Records, page 409, (c) in Book 512 of Official Records, page 230, and (d) in Book 955 of Official Records, page 295.

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

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

character of the Easement Lands or adversely affect the use of the Easement Lands as waterfowl habitat suitable for migratory birds.

(b) Grantors and Grantee agree that the exploration, development, and production of reserved oil and gas deposits by Grantors or authorized third parties shall be considered compatible with maintenance and use of the Easement Lands and Waters for the management of migratory birds and shall be authorized by the Fish and Wildlife Service provided (i) all exploration and development operations and, in particular, all drilling and workover activities, are conducted after June 1st and prior to September 1st of each year and (ii) Grantee, through the Fish and Wildlife Service shall have the right to approve the locations and methods of all proposed exploration, development and production operations to insure such operations are carried out in a manner that is compatible with protection of Grantee's easement interest.

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

5. Grantors are not obligated to take any action or to incur any expense related to the maintenance or restoration of the Easement Lands as waterfowl habitat. Nor are Grantors obligated to apply water to the Easement Lands or to maintain, repair, or construct any water distribution facilities to serve the Easement Lands. However, in any year that Grantors do not flood the Easement Lands in the customary manner to their historical hunting season level, Grantee shall have, at its sole discretion, the nonexclusive right and option, but not the obligation, to flood the Easement Lands from October 15th through March first of the following year. In this connection, Grantee shall have, at its sole discretion, the right and option, but not the obligation, to use any and all of the Easement Waters that Grantee deems suitable for waterfowl habitat purposes and to place on the Easement Lands and convey through Grantors' water distribution facilities any other waters Grantee may acquire or have available to it. In connection with any flooding done by Grantee pursuant to this paragraph, (i) Grantee shall have the right to make full use of Grantors' water distribution facilities, including both existing facilities and any facilities constructed in the future and including all water wells and pumps, to the extent those facilities are capable of serving the Easement Lands, on the condition that Grantee shall pay the expenses of operating Grantors' pumps, exclusive of maintenance costs, during any period of such use by Grantee, and (ii) Grantors shall pay any taxes, assessments, or other

charges, excluding actual water costs, due to any water or irrigation district on account of the use by Grantee of Easement Water supplied by such district.

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

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

8. The Grantee acknowledges that adoption of laws or regulations that prohibit hunting of all migratory waterfowl on the property for a continuous period of thirty-six (36) months shall deprive the Grantor of the primary economic beneficial use of the fee estate in the property. Therefore, the Grantee, and its assigns, reserves the first right of refusal to acquire the remaining fee interest in the Grantor's property in the event that waterfowl hunting seasons in the State of California are stopped for a period of three consecutive years without the likelihood of reinstatement. The acquisition of these remaining rights is contingent upon Congressional, State, and County approvals where applicable, and the appropriation of sufficient funds. This right of first refusal is contingent upon the receipt of a written offer to sell this remaining interest from the individual landowner, and the value for this remaining interest will be based upon an approved fair market value appraisal.

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

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

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

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

IN WITNESS WHEREOF, the Grantors have hereunto set their hand as of this 27th day of August, 1998 as above written.

CHANNEL RANCH, a partnership

BY: Steven C. Jennings
Steven C. Jennings, also known as
Steven Jennings

CERTIFICATE OF ACCEPTANCE
State of California Government Code Section 27281

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

8-31-98
Date

[Signature]
Senior Realty Officer
U.S. FISH AND WILDLIFE SERVICE

ACKNOWLEDGEMENT

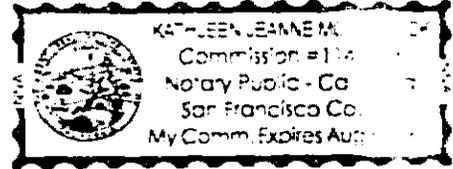
STATE OF California †
COUNTY OF San Francisco † SS

On August 27, 1998, before me, Kathleen McCormick, Notary, personally appeared Steven C. Jennings also known as Steven Jennings, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Signature *Kathleen Jeanne M...*
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

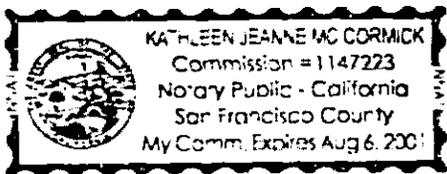
State of California

County of San Francisco

On 8/27/98 before me, Kathleen McCormick, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Stacy Jennings
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Kathleen Jeanne Mc Cormick
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: grant of Easement

Document Date: 8/27/98 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Signer Is Representing: _____

Lemna minor	Duckweed
Potamogeton pectinatus	Sego pondweed
Potamogeton species	Other pondweeds
Zannichellia palustris	Horned pondweed
Najas guadalupensis	Southern naiad
Chara species	Muskgrass

Aquatic-emergent:

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

Moist soil:

Echinochloa crusgalli	Watergrass
Leptochloa fascicularis	Sprangletop
Heleocharis schoenoides	Swamp timothy
Crypsis niliaca	Prickle grass
Polygonum species	Smartweeds
Ammannia coccinea	Redstem
Paspalum distichum	Joint grass
Cynodon dactylon	Bermuda grass

Uplands:

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

Apropyron elongatum
Melilotus species

Tall wheatgrass
Sweetclovers

Scientific Name

Common Name

Uplands continued:

Astragalus cicer
Lotus corniculatus

Cicer milkvetch
Birdsfoot trefoil

Trees, shrubs, and vines:

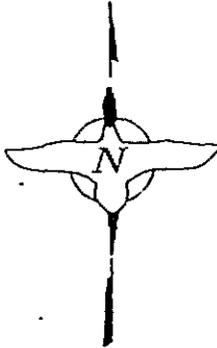
Salix gooddingii
Salix hindsiana
Populus fremontii
Alnus rhombifolia
Elaeagnus angustifolia

Black willow
Sandbar willow
Fremont cottonwood
White alder
Russian olive

FISH AND WILDLIFE SERVICE
 NORTH CENTRAL VALLEY WILDLIFE MANAGEMENT AREA
CHANNEL RANCH TRACT
 (27Cz-1)

0.11 ACRES

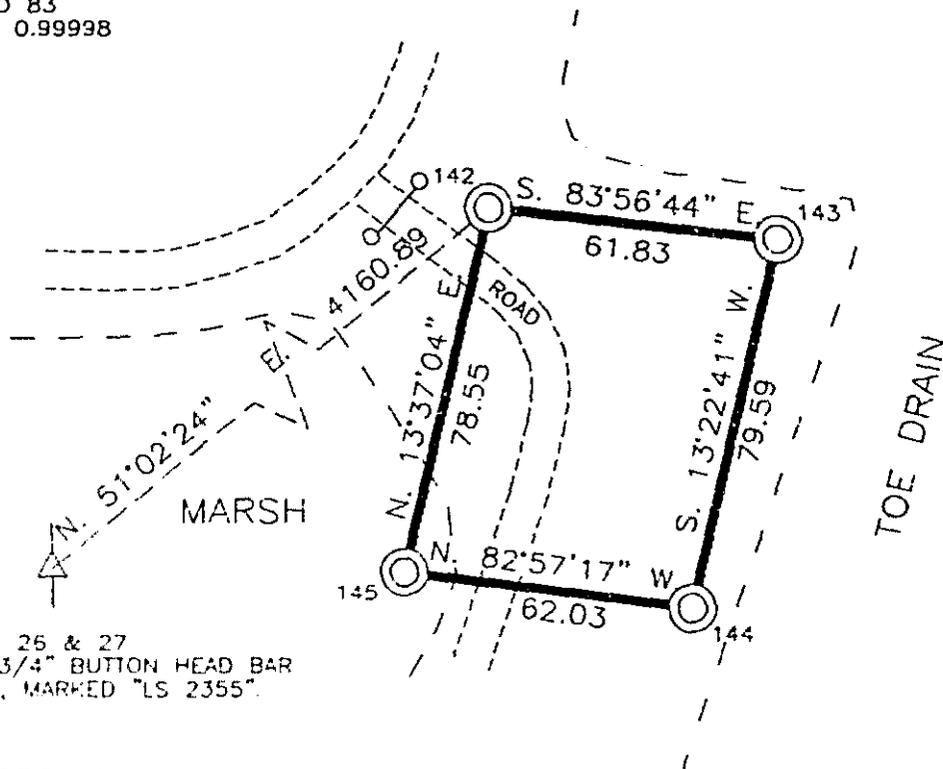
YOLO COUNTY, CALIFORNIA



MOUNT DIABLO MERIDIAN

T. 7 N., R. 3 E.

CALIFORNIA S.P.C.S. ZONE 2
 NAD 83
 GRID = 0.99998



1/4 SECS. 26 & 27
 FOUND 1 3/4" BUTTON HEAD BAR
 MONUMENT, MARKED "LS 2355".

LEGEND:



SET 5/8" REBAR, 30" LONG,
 WITH U.S.F.W.S. 3 1/4" ALUM.
 CAP



TRACT BOUNDARY

THIS MAP WAS COMPILED FROM OFFICIAL PLATS OF THE
 BUREAU OF LAND MANAGEMENT, PRIVATE SURVEYS
 RECORDED AND UNRECORDED, AND FIELD SURVEYS MADE
 BY THE FISH AND WILDLIFE SERVICE JUNE 1998, AND
 RECORDS IN THE FILES THEREOF.

JULY 17, 1998

DATE

WILLIAM C. DRUMMOND
 REGIONAL LAND SURVEYOR

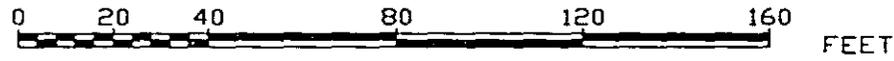
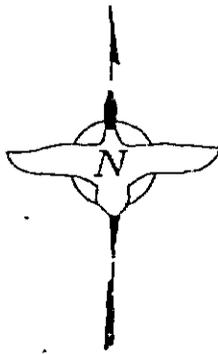
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

NORTH CENTRAL VALLEY WILDLIFE MANAGEMENT AREA
CHANNEL RANCH TRACT

(27Cz-2)

0.16 ACRES

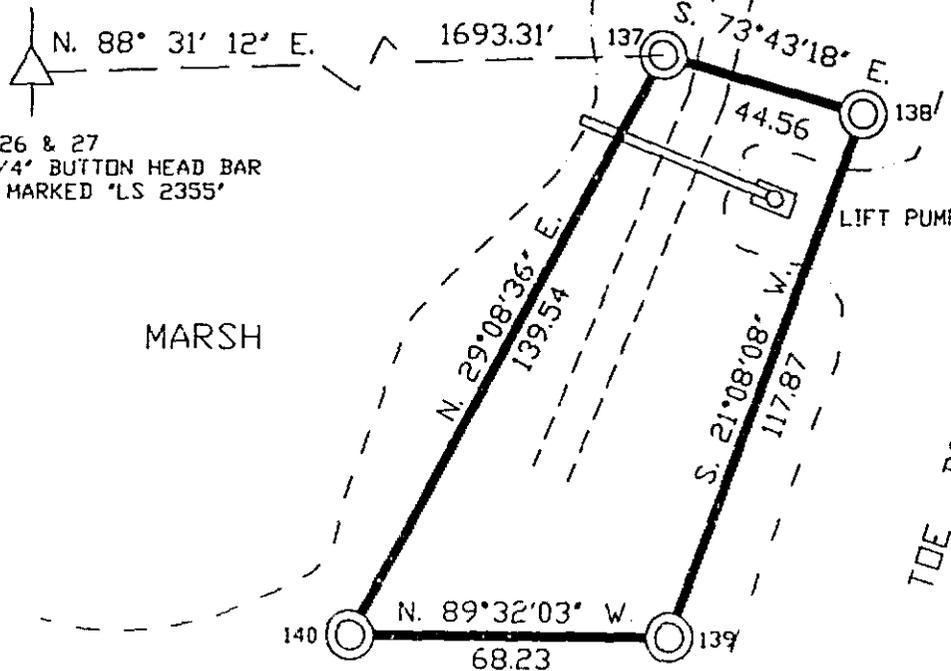
YOLO COUNTY, CALIFORNIA



MOUNT DIABLO MERIDIAN

CALIFORNIA S.P.C.S. ZONE 2
NAD 83
GRID = 0.99998

T. 7 N., R. 3 E.



1/4 SECS. 26 & 27
FOUND 1 3/4" BUTTON HEAD BAR
MONUMENT, MARKED 'LS 2355'

LEGEND:

SET 5/8" REBAR, 30" LONG,
WITH 6 S.F.W.S. 3 1/4" ALUM
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TRACT BOUNDARY

THIS MAP WAS COMPILED FROM OFFICIAL PLATS OF THE
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RECORDED AND UNRECORDED, AND FIELD SURVEYS MADE
BY THE FISH AND WILDLIFE SERVICE JUNE 1998, AND
RECORDS IN THE FILES THEREOF.

JULY 17, 1998

DATE

WILLIAM C. DRUMMOND
REGIONAL LAND SURVEYOR

END OF DOCUMENT

025764 SEP-98

14

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: 033-440-001, 033-440-004, 033-440-005

EASEMENT
(TO THE STATE)

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-147

H POND LLC, a California Limited Liability Company, GRANTS to the STATE OF CALIFORNIA, its successors or assigns, hereinafter called STATE, an EASEMENT and right of way, upon, over, and across that real property in the County of Yolo, State of California, identified in the records of the Department of Water Resources as:

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
Unit A	480.0 AC	Flowage Easement
Unit B	2.71 AC	Flowage Easement
Unit C	16.81 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 H POND 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 the County of Yolo, State of California, more specifically described in Exhibit A, attached and incorporated by this reference, for the purposes of seasonal floodplain fisheries rearing habitat and fish passage in the Yolo Bypass.

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

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

DRAFT

Executed on _____

GRANTOR(S)

STATE OF CALIFORNIA }

SS

County of _____

On _____, 20 ____ , before me, _____

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

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

WITNESS my hand and official seal

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

[SEAL]

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

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

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

Director of Water Resources

By _____

Attorney in Fact

EXHIBIT "A"

All that real property situated in portions of Sections 26 and 27, Township 7 North, Range 3 East, MDM, in the unincorporated area of the County of Yolo, State of California, described as follows:

YBSH-147

UNIT A

Parcel 1 of EXHIBIT "A"
per GRANT DEED 2009-0008592
480 ACRES, MORE OR LESS
APN 033-440-001

UNIT B

Parcel 2 of EXHIBIT "A"
per GRANT DEED 2009-0008592
2 ACRES, MORE OR LESS
APN 033-440-004

UNIT C

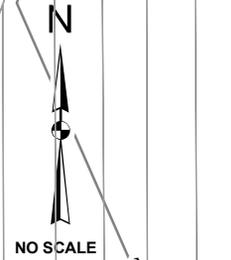
Parcel 4 of EXHIBIT "A"
per GRANT DEED 2009-0008592
16 ACRES, MORE OR LESS
APN 033-440-005

As shown on EXHIBIT "B" attached hereto.

KRISTOPHER KLIMA, PLS

DRAFT

YBSH-147 FLOWAGE EASEMENT H POND LLC



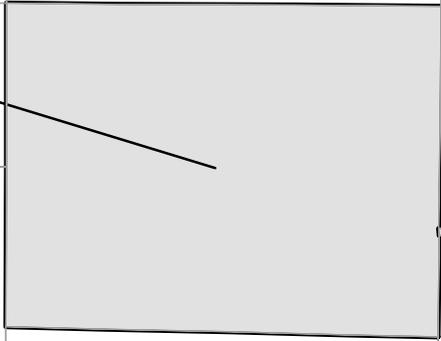
UNIT A

033 440-001

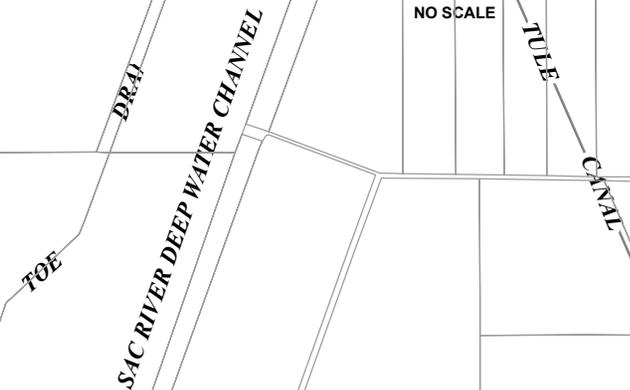
PARCEL 1 OF EXHIBIT "A"

GD 2009-0008592

480 AC. +/-



C UNTY ROAD 107



UNIT C

033-440-005

PARCEL 4 OF EXHIBIT "A"

GD 2009-0008592

16 AC. +/-

UNIT B

033-440-004

PARCEL 2 OF EXHIBIT "A"

GD 2009-0008592

2 AC. +/-

**PORTION OF SECTIONS 26 & 27,
T.7 N, R.3 E., M.D.M.,
COUNTY OF YOLO**

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

04/07/2022

Yolo Bypass Big Notch Project

APN: 033-440-001_01

Owner: H POND LLC

Parcel area: 484.8 acres

Area within YB: 484.8 acres

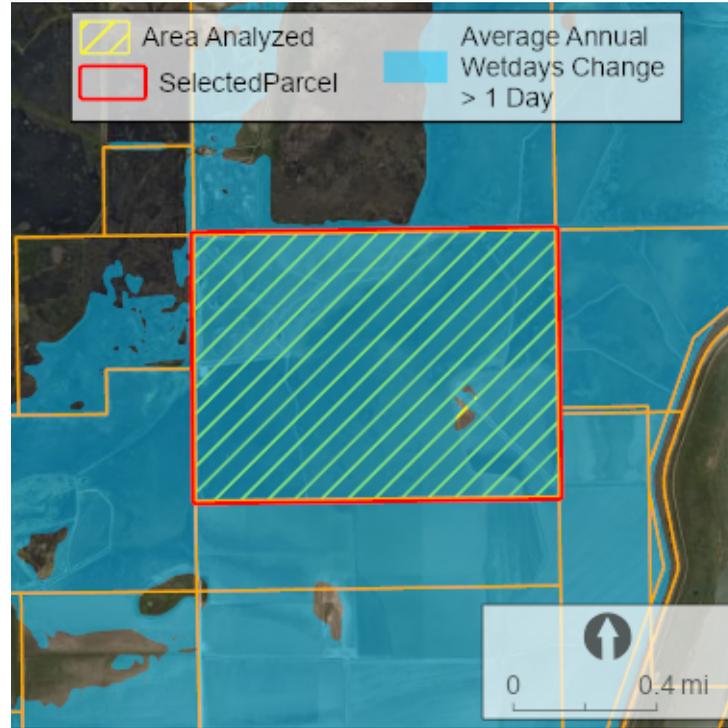
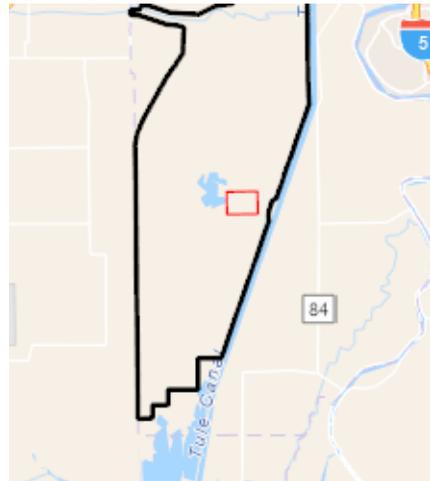
Annual wetted-days

Current: 47.7

Project: 57.6

Change: 9.9

Average depth change: 0.5



Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	03-04	03-06	79	82	0.3	5.9	5.7
1998	06-21	06-21	128	132	0.1	4.7	4.7
1999	04-15	04-29	63	117	0.5	2.9	2.3
2000	04-03	04-05	48	50	0.1	5.2	5.0
2001		03-24	0	16	0.8	0.1	0.8
2002	01-27	01-28	24	26	0.5	1.6	1.8
2003	05-20	05-21	64	79	0.7	1.2	1.4
2004	03-28	03-30	61	69	0.5	3.5	3.3
2005	06-08	06-08	57	64	0.4	1.1	1.2
2006	05-20	05-22	140	147	0.2	4.9	4.8
2007			0	0			
2008	02-18	02-20	20	22	0.5	0.7	1.1
2009		03-21	0	15	0.7		0.7
2010	02-13	02-25	17	33	0.9	0.8	1.2
2011	04-26	04-27	62	70	0.4	3.7	3.4
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	0.0
December	2.5	2.2	2.6	4.4	93.6	88.5	0.8	1.4	1.2	1.6	0.9	1.8	0.5	1.2	1.3	3.2	1.7	2.4	
January	4.3	3.8	12.4	14.1	69.1	61.1	3.9	3.7	4.1	4.3	2.5	3.8	2.8	2.5	3.3	8.0	14.3	16.5	
February	4.9	4.2	9.9	12.3	71.6	64.2	3.2	3.9	2.5	4.2	1.8	2.6	2.0	2.5	1.5	4.5	17.4	18.2	
March	4.2	3.8	10.6	12.9	69.8	64.6	2.2	3.4	2.2	3.5	1.8	2.0	1.7	2.1	4.3	5.1	18.0	19.2	
April	3.8	3.5	7.4	8.6	80.3	78.1	2.7	3.3	2.5	3.1	1.3	1.5	1.6	1.8	1.9	2.6	9.7	9.7	
May	1.5	1.5	3.1	3.6	93.4	92.3	1.8	1.9	1.3	1.8	0.8	0.8	0.8	0.9	0.7	1.1	1.2	1.2	
June	1.4	1.4	1.7	1.8	96.5	96.4	1.0	1.0	0.8	0.9	0.4	0.4	0.3	0.3	0.5	0.5	0.5	0.5	

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Yolo Bypass Big Notch Project

APN: 033-440-004

Owner: H POND LLC

Parcel area: 2.7 acres

Area within YB: 2.7 acres

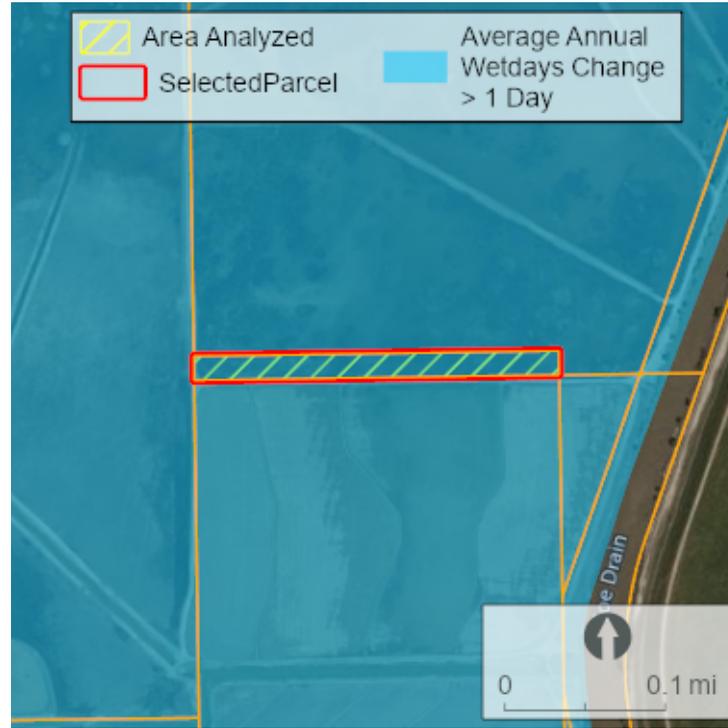
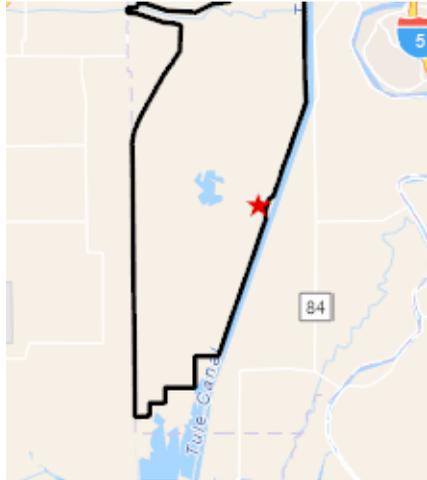
Annual wetted-days

Current: 33.8

Project: 42.9

Change: 9.1

Average depth change: 0.4



Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	02-22	02-24	62	72	0.3	5.9	5.3
1998	06-11	06-11	108	112	0.1	4.4	4.3
1999	04-05	04-19	51	82	0.3	2.5	1.9
2000	03-24	03-26	38	40	0.1	5.1	4.9
2001		03-14	0	6	0.4		0.4
2002	01-17	01-18	14	16	0.6	1.4	1.7
2003	05-10	05-11	30	58	0.6	0.9	1.0
2004	03-18	03-20	41	49	0.5	3.4	3.1
2005	05-29	05-29	25	35	0.4	0.8	0.8
2006	05-10	05-11	118	127	0.2	4.6	4.4
2007			0	0			
2008	02-08	02-10	8	12	0.5	0.2	0.6
2009		03-11	0	5	0.4		0.4
2010	02-03	02-15	7	21	0.7	0.3	0.8
2011	04-16	04-17	38	51	0.4	3.9	3.2
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	0.0
December	2.1	1.6	1.8	3.8	94.6	88.4	1.3	1.7	1.4	3.6	0.7	3.0	0.1	1.1	0.3	0.6	1.6	1.6	1.6
January	4.1	3.4	8.8	11.7	73.8	62.9	6.2	3.3	3.3	8.5	1.0	5.6	0.5	3.3	1.6	2.5	13.6	13.9	13.9
February	5.0	4.0	7.1	9.1	76.2	68.6	3.3	4.7	1.0	4.7	0.5	1.9	0.9	1.0	1.5	2.3	16.6	16.9	16.9
March	3.7	3.5	9.1	10.3	71.1	67.6	3.1	3.8	3.7	4.7	1.6	1.5	0.8	1.4	2.7	3.5	16.9	17.5	17.5
April	3.7	3.4	5.1	5.7	84.0	82.0	3.3	4.0	1.5	2.7	0.5	0.5	0.4	0.4	1.1	1.1	9.4	9.4	9.4
May	1.5	1.3	1.3	1.6	96.2	95.0	1.3	2.0	0.4	0.9	0.3	0.3	0.3	0.3	0.8	0.8	0.8	0.8	0.8
June	1.5	1.5	0.6	0.6	98.2	98.0	0.4	0.6	0.3	0.3	0.2	0.2	0.1	0.1	0.6	0.6	0.2	0.2	0.2

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Yolo Bypass Big Notch Project

APN: 033-440-005

Owner: H POND LLC

Parcel area: 16.4 acres

Area within YB: 3.7 acres

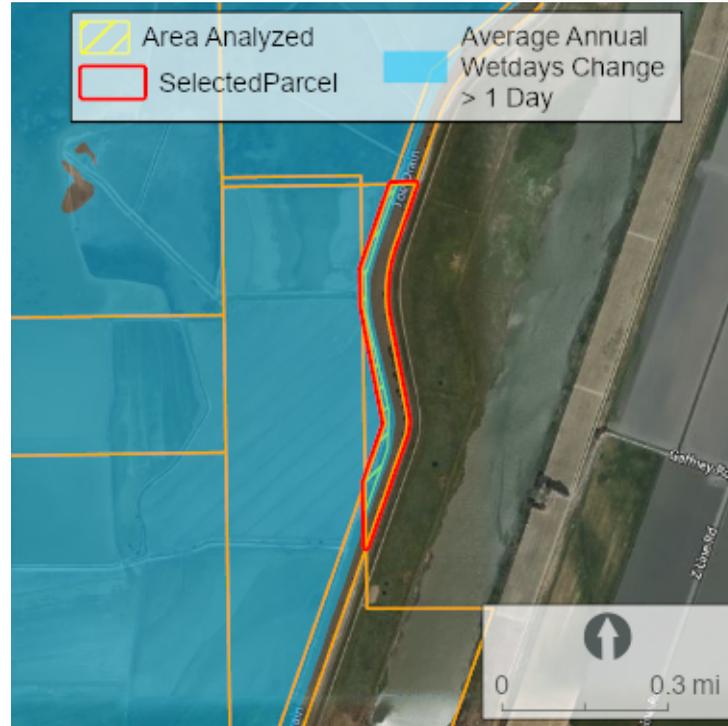
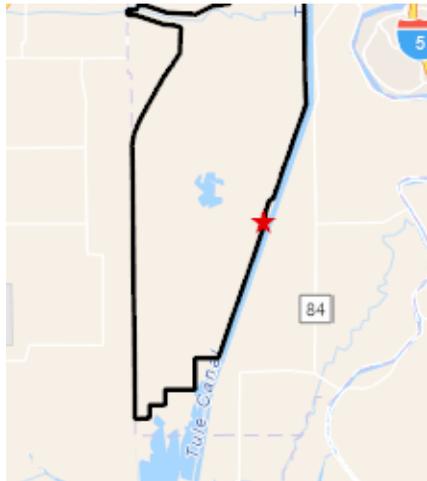
Annual wetted-days

Current: 36.1

Project: 45.0

Change: 8.9

Average depth change: 0.5



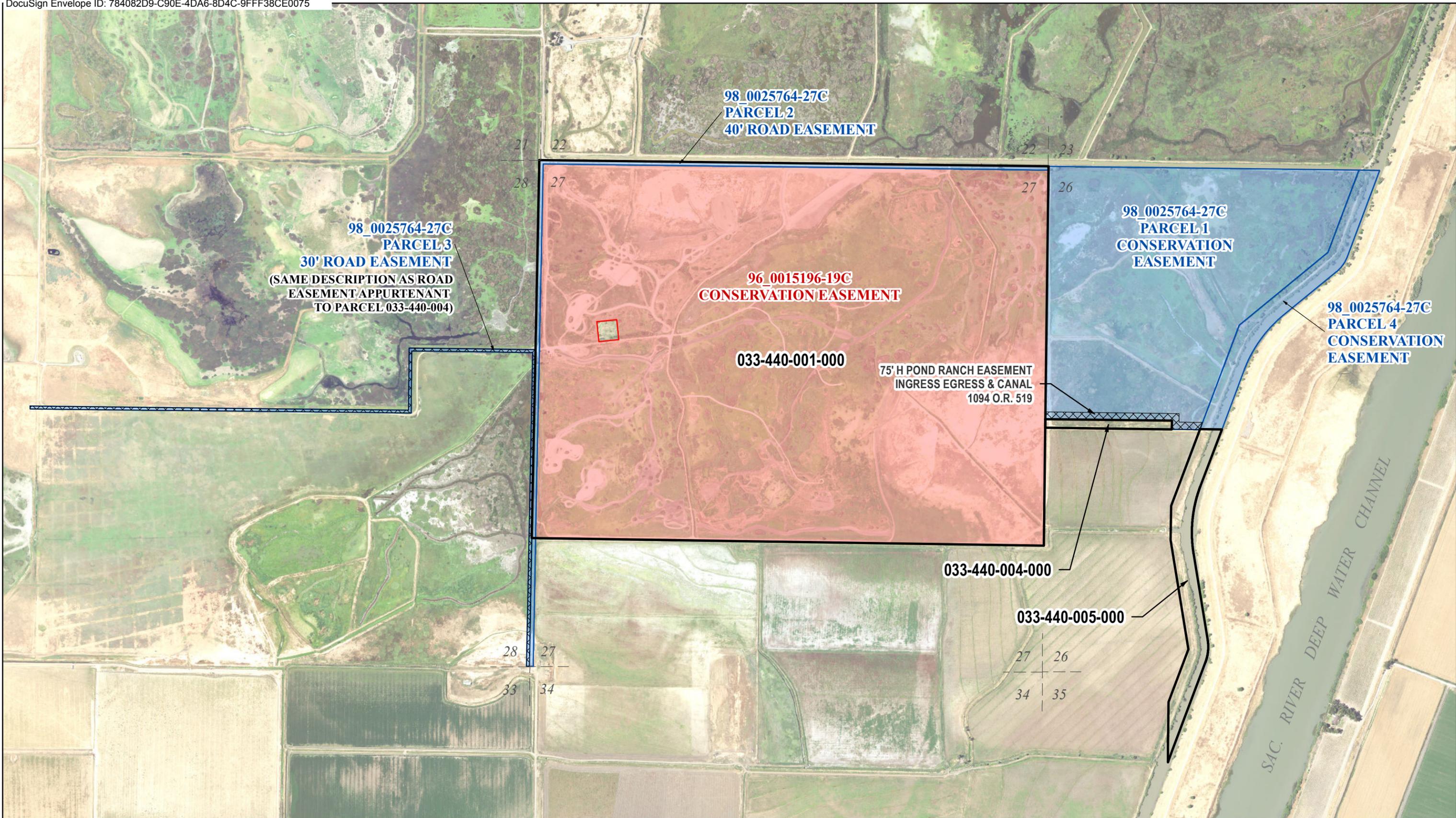
Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	02-23	02-25	65	73	0.4	6.6	6.1
1998	06-13	06-13	111	116	0.2	5.2	5.1
1999	04-06	04-20	54	85	0.5	3.3	2.7
2000	03-25	03-27	39	41	0.2	5.8	5.5
2001		03-14	0	6	0.8	0.7	0.9
2002	01-17	01-19	14	18	0.7	2.0	2.3
2003	05-11	05-12	37	62	0.9	1.4	1.7
2004	03-19	03-21	44	51	0.6	4.0	3.8
2005	05-29	05-30	30	39	0.6	1.3	1.4
2006	05-11	05-16	121	133	0.3	5.4	5.3
2007			0	0	0.3	1.3	1.2
2008	02-09	02-11	12	14	0.7	0.7	1.2
2009		03-11	0	5	0.7	1.2	0.8
2010	02-05	02-16	9	24	1.1	0.7	1.4
2011	04-17	04-19	42	53	0.6	4.3	3.8
2012			0	0	0.1	1.3	1.3

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	1.2	1.3	0.0	0.0	96.9	96.9	0.5	0.5	0.4	0.4	0.4	0.4	0.4	0.4	0.6	0.6	0.8	0.8
December	2.6	2.3	2.1	3.9	90.8	84.9	1.3	1.6	1.3	2.1	1.2	2.3	1.0	2.2	1.2	2.7	3.1	4.1
January	4.6	4.2	9.5	12.0	69.6	60.1	3.7	2.7	3.3	3.5	2.6	4.6	1.7	4.4	2.3	6.0	16.7	18.7
February	5.5	4.7	7.6	9.6	72.1	64.4	2.3	3.1	1.9	3.0	1.4	3.0	1.1	2.4	2.0	3.2	19.3	20.8
March	4.5	4.3	9.4	10.5	68.0	64.2	2.0	2.5	2.3	2.7	2.3	2.8	1.9	2.3	2.9	3.6	20.7	22.0
April	4.3	4.0	5.3	6.1	80.1	78.0	2.1	2.4	1.9	2.3	1.6	2.1	1.1	1.4	1.6	1.9	11.7	11.9
May	2.0	1.8	1.5	2.1	91.7	90.1	1.3	1.6	1.1	1.5	0.9	1.2	0.8	1.0	1.4	1.5	2.8	3.1
June	2.0	1.9	0.7	0.8	93.5	93.3	0.9	1.0	0.7	0.7	0.7	0.7	0.7	0.7	1.4	1.4	2.2	2.2

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Legend

 SUBJECT PARCELS
  CONSERVATION EASEMENT: 96_0015196
 H POND EASEMENT
  CONSERVATION EASEMENT: 98_0025764

Note: 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.

7/14/2022


 NO SCALE

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



Certificate Of Completion

Envelope Id: 784082D9C90E4DA68D4C9FFF38CE0075	Status: Completed
Subject: Please DocuSign: 154JC071922CP.pdf, 1996_0015196.pdf, 1998_25764.pdf, H Pond (YBSH-147) Easemen...	
FormID:	
Source Envelope:	
Document Pages: 38	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Carlyn Pipkins
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	715 P Street
	Sacramento, CA 95814
	Carlyn.Pipkins@water.ca.gov
	IP Address: 71.193.19.113

Record Tracking

Status: Original	Holder: Carlyn Pipkins	Location: DocuSign
7/19/2022 1:15:10 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

Alejandra Lopez for Jesus Cedeno	<i>Alejandra Lopez for Jesus Cedeno</i>	Sent: 7/19/2022 1:44:47 PM
Alejandra.Lopez@water.ca.gov		Viewed: 7/19/2022 1:47:34 PM
Department of Water Resources		Signed: 7/19/2022 1:55:45 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 136.200.53.21	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

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

Linus A. Paulus	COPIED	Sent: 7/19/2022 1:55:48 PM
Linus.Paulus@water.ca.gov		Viewed: 7/19/2022 2:22:35 PM
Manager, Acquisition and Appraisal Section		
Department of Water Resources		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events **Signature** **Timestamp**

Notary Events **Signature** **Timestamp**

Envelope Summary Events **Status** **Timestamps**

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Certified Delivered	Security Checked	7/19/2022 1:47:34 PM

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	7/19/2022 1:55:48 PM

Payment Events	Status	Timestamps
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