

DEPARTMENT OF WATER RESOURCES

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



7/19/2022

Mr. James Croft
Inland Wetlands Conservation and UC Reserves Program Manager
Wildlife Conservation Board
c/o CDFW
Post Office Box 944209
Sacramento, CA 94244-2090

Dear Mr. Croft:

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 Wildlife Conservation Board holds a conservation easement identified as Document No. 95-0022675 in the Official Records of Yolo County (attached) upon property identified as Yolo County Assessor's Parcel No. (APN) 033-190-013, also known as DWR Parcel No. YBSH-145, which is owned by Skyraiders Duck Club and is within the Big Notch Project area. DWR is proposing to acquire a flowage easement over the entirety of this property in conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of DWR Parcel No. YBSH-145 and a copy of the inundation modeling impact report for this APN is attached to this letter.

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 and Wildlife Conservation Board previously met to introduce the Project on February 16, 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

Mr. Croft

7/19/2022

Page 2

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 on the previous page; 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 email at Jesus.Cedeno@water.ca.gov, or at the address provided on the previous page.

Sincerely,

Alejandra Lopez for Jesus Cedeño

Jesus Cedeño
Associate Right of Way Agent

Enclosures

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

State of California
THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
WILDLIFE CONSERVATION BOARD

Recording Requested by

STATE OF CALIFORNIA

WHEN RECORDED MAIL TO:

State of California
WILDLIFE CONSERVATION BOARD
801 K Street, Suite 806
Sacramento, CA 95814

YOLO Co Recorder's Office
Tony Bernhard, County Recorder

DOC - 95-0022675-00
Acct 104-Placer Title
Tuesday, OCT 10, 1995 14:20:22
Ttl Pd \$0.00 Nbr-C000035591
VRB/R1/37

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Wetland Conservation Easement Program
PROJECT: (Department of Fish and Game)
Skyraker Duck Club
COUNTY: Yolo

DEED OF CONSERVATION EASEMENT

THIS DEED OF EASEMENT, made this 27th day of June, 1995,
by Skyraker Duck Club, a California Corporation

hereinafter called the Grantor to THE STATE OF CALIFORNIA, hereinafter called
the State.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property
hereinafter described, situated in the County of Yolo, State
of California;

WHEREAS, said property supports or will support habitat of particular
importance to waterfowl and other wetland-associated species.

WHEREAS, the Grantor is willing to grant a Conservation Easement to the
State over said property, thereby restricting and limiting the use of land and
contiguous water areas of said property, on the terms and conditions and for
the purposes hereinafter set forth;

WHEREAS, the Grantor and the State recognize the waterfowl and other
wildlife values provided by the property in its present and/or planned state
as managed wetland habitat, and have, by the conveyance of a Conservation

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(37)

Easement to the State, the common purpose of conserving and enhancing the natural and managed wetland habitat and certain upland habitat values of said property, preserving the natural character of said property, and preventing the use or development of said property for any purpose or in any manner which would conflict with the maintenance in perpetuity of those habitat values referred to above.

NOW THEREFORE, for valuable, adequate and sufficient consideration and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor hereby grants and conveys unto the State forever and in perpetuity an interest and Conservation Easement in the lands and water described herein set forth, as provided for in Civil Code 181 et seq. in respect to the lands of the Grantor situated in the County of Yolo, State of California, more particularly described as set forth in "Exhibit A", which is attached hereto and made a part hereof. The lands described in Exhibit A shall henceforth be referred to as the Easement Lands.

The terms, conditions, and restrictions of the Conservation Easement are as hereinafter set forth:

1. The terms "Grantor" and "State", wherever used herein, and any pronouns used in place thereof, shall be held to mean and include the above-named Grantor, its officers, employees, successors and assigns, and the above-named Grantee, its heirs, personal representatives, successors and assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of Grantor and the State.
2. The Grantor reserves all rights of surface entry and the right to continue the use of the property for those purposes deemed by the State as not inconsistent with the purposes, intent and specifications of this

Conservation Easement. In general, uses of and activities upon the Easement Lands which shall be deemed by the State as inconsistent with this Conservation Easement, unless specifically provided for in the Waterfowl Habitat Management Plan (Exhibit B), are those uses and activities which in any way result in a diminution in the quality of wetland and waterfowl habitat or the use thereof by wildlife. Such inconsistent uses and activities shall include, but shall not be limited to, the following: (i) the cultivation of agricultural crops for commercial gain on the Easement Lands; (ii) the alteration of the existing topography of, or other alterations or uses, or permitted alterations or uses by third parties of the Easement Lands for any purpose, including the exploration or development of any reserved minerals, in a manner that would change the topographic or vegetative character of the Easement Lands or adversely affect the waterfowl habitat value or waterfowl use of the Easement Lands; (iii) the placement of any new structures on the Easement Lands other than hunting blinds and those water control structures required to achieve the waterfowl habitat conditions described in Exhibit B; (iv) the killing, removal, alteration or replacement of any existing wetland vegetation; (v) the grazing of livestock; (vi) the removal of living or dead standing trees six inches or greater in diameter; (vii) the application of herbicides, pesticides or other toxic chemicals; (viii) the dumping, burning and/or burying of rubbish, garbage, non-biodegradable materials or any other waste or fill materials.

3. The State may permit the Grantor to engage in uses and activities on the Easement Lands which are generally considered to be inconsistent with this Conservation Easement as described in Article 2 provided that: (i) the Grantor has submitted to the State, in writing, the detailed plans for and explanations of the proposed use or activity; (ii) the State has thoroughly assessed the probable impact of the proposed use; (iii) if deemed necessary by the State, the Grantor has prepared or caused to be

prepared a detailed mitigation plan to minimize impacts upon both the waterfowl use and wetland habitat values of the Easement Lands and a detailed compensation plan which will fully offset any and all unavoidable adverse impacts thereto, and has made legal and binding assurances that such mitigation and compensation measures shall be implemented in a timely manner; and (iv) all necessary State, local and Federal permits have been obtained for the proposed action.

4. The Grantor and the State have cooperatively developed a long-term Waterfowl Habitat Management Plan, hereinafter referred to as the Management Plan, designed specifically for the Easement Lands. The Management Plan constitutes Exhibit B, which is attached and hereby made part of this covenant. The Management Plan contains recommended habitat management activities whose implementation is expected to result in the optimization of waterfowl habitat occurring on the Easement Lands. The Grantor agrees to judiciously implement each element of habitat maintenance and enhancement as defined in the Management Plan for so long as this Conservation Easement remains in effect. The Management Plan may be amended by the mutual consent of the Grantor and the State.
5. The State reserves the right to enter the Easement Lands at all reasonable times, across the Grantor's fee if necessary, for the purpose of inspecting said property to determine if the Grantor is in compliance with the terms, conditions, restrictions and purposes of this Conservation Easement.
6. The provisions of Article 2 hereof shall not prohibit hunting or the 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 he may deem appropriate to improve the Easement Lands as

waterfowl habitat and to facilitate the operation of any waterfowl hunting club on the Easement Lands provided that such actions are consistent with the management practices contained in the Management Plan and the provisions of Article 2 above. Such actions may include building or relocating blinds, providing access to blinds, installing and maintaining those water control structures required to achieve the waterfowl habitat conditions described in the Management Plan, irrigating vegetation, fertilizing, planting native trees and wetland vegetation, and mowing non-woody vegetation to the extent it encroaches upon the open water areas and interferes with hunting and/or the use of the Easement Lands as waterfowl habitat. In no case shall any action result in the diminution of either wetland acreage or wetland habitat values.

7. Sixty (60) days prior to the commencement of any activity, use, or enterprise requiring the State's approval or which is not entirely consistent with the Management Plan and Article 2 above, Grantor shall provide written notice by registered mail of its intention to commence or undertake such activity, use or enterprise. Said notice shall inform the State of all aspects of such proposed activity, use or enterprise.
8. The State shall respond within sixty (60) days from the receipt of such notice as required in Article 7 above to inform the Grantor of any concerns or objections the State may have relative to the proposed activity, use or enterprise. Such objection or concerns, if any, shall be based upon the State's opinion that the proposed activity is inconsistent with the purposes, intent or specifications of this Conservation Easement. If, in the State's judgment, conformity with the purposes of this Conservation Easement may be achieved by alternative means, said notice shall inform Grantor of the manner in which the proposed activity can be modified to be consistent with this Conservation Easement. Only upon the State's express written approval

may the proposed activity, use or enterprise be commenced and/or conducted, and only in the manner explicitly represented by Grantor and approved by the State.

9. The Grantor does hereby grant to the State the first priority use of all existing water rights (hereinafter referred to as Easement Waters) as detailed below. The Easement Waters consist of: (i) any riparian water rights appurtenant to the Easement Lands; (ii) any appropriative water rights acquired incident to, or for the purpose of, serving the Easement Lands; (iii) any waters, the rights to which are secured currently or in the future under contract between Grantor and any private or public entity or individual, for use on the Easement Lands; and (iv) any water from wells currently in existence or which may be constructed in the future that are expressly intended to, or in part, serve and maintain the Easement Lands in a manner consistent with this Conservation Easement. The Easement Waters are limited to the amount of water available to the Grantor which is reasonably required to restore, create and maintain wetlands and other significant habitat on the Easement Lands in accordance with this Conservation Easement and the Management Plan.
10. Failure to properly flood the easement property or otherwise duly discharge the habitat management practices described in the Management Plan shall be considered a breach of this Conservation Easement and subject to the remedial measures described in Article 11. However, it shall not be considered a breach of the terms and conditions of this covenant if the Grantor is unable to flood the Easement Lands in accordance with the Management Plan due to a curtailment of water deliveries imposed by the serving water district(s) due to drought or the failure of the district's water conveyance system, or due to other conditions that the State determines to be clearly beyond the control of the Grantor.

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11. The State reserves the right to enter the Easement Lands at all reasonable times, across the Grantor's fee if necessary, and take all necessary steps to perform the Grantor's obligation to flood the Easement Lands in the manner prescribed in the Management Plan. In this connection, the State shall have, at its sole discretion, the right and option, but not the obligation, to use any and all of the Easement Waters that the State deems necessary for waterfowl habitat purposes and to place on the Easement Lands and convey through Grantor's water distribution facilities any other waters the State may acquire or have available to it. The State shall have the right to make full use of Grantor's water distribution facilities, including both existing facilities and any facilities constructed by the Grantor in the future and including all water wells and pumps, to the extent those facilities are capable of serving the Easement Lands. Grantor shall be immediately obligated to reimburse the State for all costs incurred and said obligation shall bear interest at the maximum rate allowed by law until paid in full by Grantor. However, should the State elect to obtain water from a source(s) other than the Easement Waters to flood the Easement Lands and the water thus obtained is more costly than the Easement Waters would have been, then the Grantor's obligation to repay the State the cost of said water shall not exceed that amount which would have been required had the State used the Easement Waters.

In the event the State exercises its right to utilize any of the Grantor's water distribution facilities and it is proven that those facilities suffered damage due to negligence on the part of the State, then the State shall be liable to affect the reasonable repair of said damage. The aforementioned damage shall not include the normal wear and tear which could be expected to occur to the water distribution facilities as a result of normal use.

12. In the event that the Grantor fails to properly flood the Easement Lands pursuant to the Management Plan (except under the conditions described in Article 10) and, in the interest of waterfowl and habitat protection, the State elects to flood the Easement Lands as provided for in Article 11, the Grantor, his agents, invitees and assigns shall not be permitted to hunt for any species of waterfowl on the Easement Lands during the waterfowl season commencing in the year(s) the breach of this covenant occurred. The State may grant exception to this restriction only if: i) a waterfowl disease outbreak occurs on the Easements Lands and hunting on the area is determined to be necessary to prevent the concentration of waterfowl on the area while it is being drained of water, or ii) the Grantor has, prior to the waterfowl season in question, reimbursed the State all of the costs incurred by the State for actions taken pursuant to Article 11.

13. In the event that the State or Federal government prohibits the hunting of waterfowl in California for a period of three consecutive years, the Grantor may apply to the State for termination of the Conservation Easement. Such notification shall be made in writing to the State on or after February 15 following the third waterfowl season during which the Grantor was legally prohibited from hunting waterfowl on the subject property.

14. In the event that the circumstances in Article 13 occur and the Grantor wishes to be released from the terms and conditions of this covenant, it may pursue, in the same sequence as they appear, the courses of action described below:
 - A. The Grantor must first offer the State an option to purchase the underlying fee in the Easement Lands. If the State elects to pursue the purchase of said lands, the State must notify Grantor of its desire to purchase the underlying fee within ninety (90) days of its receipt of this offer. If the State elects to

purchase, escrow must close not longer than one-hundred and eighty (180) days following receipt of the offer. The purchase price for the underlying fee of the Easement Lands shall not exceed the then current fair market value of the Easement Lands with this Conservation Easement in effect.

- B. In the event the State declines to exercise its option to purchase the fee title to the Easement Lands, then the Grantor must offer said fee to the U.S. Fish and Wildlife Service and other appropriate public entities or non-profit conservation organizations acceptable to the State. Such agencies and organizations shall have ninety (90) days to respond to the Grantor from the date of receipt of the offer. In the event of an election to purchase, escrow must close within two-hundred and ten (210) days following receipt of the offer. The Grantor shall provide the State with photocopies of its offers to each of the entities specified above and of any responses received from those entities.
- C. If the Grantor has been unsuccessful at implementing any of the actions provided for in A and B above, it may then repurchase the State's interests in the Easement Lands and so terminate the Conservation Easement. The price for obtaining the State's interests shall include any and all costs incurred by the State as a result of the repurchase transaction and, at a minimum, the greater of the two following calculated amounts: (1) an amount equal to the difference between the then current fair market value of the Easement Lands at the time of the repurchase transaction with this Conservation Easement in effect and the then current fair market value of the Easement Lands at the time of the repurchase transaction without this Conservation Easement in effect; or (2) an amount equal to the original cost of the

Conservation Easement paid to the Grantor by the State and the interest which would have accrued during the term of the Conservation Easement on an amount equal to the original cost of the Conservation Easement paid by the State had that amount been deposited in the State of California Surplus Money Account.

15. The Grantor may at any time attempt to divest itself of its remaining interest in the Easement Lands through a donation of said interest. Grantor must first offer said donation to the State. The State shall consider the offer, but shall not be obligated to accept said donation. In the event that the State declines said donation, upon approval of the State, the Grantor may offer to donate its remaining interest in the Easement Lands to an appropriate public entity or non-profit conservation organization acceptable to the State.
16. Should the Grantor wish to sell the Easement Lands with the terms and conditions of this Conservation Easement in full effect, the Grantor must first offer the State an option to purchase the underlying fee in the Easement Lands. The purchase price for said underlying fee shall not exceed the then current fair market value of the Easement Lands with this Conservation Easement in effect. However, the Grantor is not required to offer individual ownerships to the State when the Easement Lands are owned by several individuals (commonly referred to as proprietary ownerships or stockholders) and individual ownerships are to be sold, transferred or traded or the number of proprietary owners or stockholders increased or decreased, provided the Easement Lands remain undivided.
17. Grantor shall not sell, grant or otherwise transfer any additional easements, rights-of-way, or other property interests in the underlying estate. In addition, Grantor shall not sell, grant nor transfer those Easement Waters reasonably necessary to maintain the Easement Lands.

18. The Grantor agrees that this Conservation Easement shall run with the land and further agrees to provide actual notice of the existence of this Conservation Easement in any subsequent agreement or conveyance by which he divests himself of either the fee title to or of his possessory interest in the project property.
19. The State shall record this easement in the real property records of the county(s) in which the Easement Lands are located.
20. In the event a violation of any restriction contained in Article 2 hereof, whether by Grantor or a third party, comes to the attention of the State, the State shall notify Grantor in writing of such violation. Grantor shall have thirty (30) days after receipt of such notice to, at its sole expense, undertake actions including restoration of that portion of the Easement Lands affected by such activity to a condition which, to the satisfaction of the State, is similar or equivalent to the condition that existed prior to the undertaking of such unauthorized activity. If Grantor fails to take such corrective actions to the satisfaction of the State, the State may at its discretion, undertake such actions as are reasonably necessary to effect such corrections. The State may take legal action to recover the reasonable cost of such corrections and shall be entitled to recovery of the State's reasonable expenses, court costs and legal fees from Grantor, provided either Grantor, Grantor's officers, assigns, employees, agents, contractors or other persons permitted by Grantor are determined to be responsible for the violation.
21. Enforcement of the terms and conditions of this Conservation Easement shall be at the reasonable discretion of the State, and any forbearance on behalf of the State to exercise its rights hereunder in the event of any breach hereof by Grantor shall not be deemed or construed to be a waiver of the State's rights hereunder in the event of any subsequent breach.

22. The State reserves the right to prohibit the flooding of the Easement Lands and also to effect immediate drainage of the Easement Lands if either action is deemed by the State to be necessary to prevent or control the loss of waterfowl and/or other wildlife species due to disease or environmental contaminants.
23. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall not only be binding upon the Grantor but also its agents, personal representatives, heirs and assigns, and all other successors to him in interest and shall continue as a servitude running in perpetuity with the above-described land.
24. There are excepted and reserved from this Conservation Easement all minerals, including gas, oil and other hydrocarbon substances, underlying the Easement Lands, and this Conservation 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. No exercise of underlying mineral rights, existing easements or rights-of-way shall interfere with the conservation purposes of this easement.
25. If any provision of this Conservation Easement, or the application thereof to any persons or circumstances, is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provisions to persons or circumstances other than those which were found to be invalid, shall not be affected thereby.
26. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California and the United States of America.
27. The terms and conditions herein set forth may be amended at any time by mutual agreement of the undersigned parties.

28. In the event that a property adjacent to the Easement Lands is damaged due to water seepage as a result of water management on the Easement Lands pursuant to and consistent with the Management Plan (Exhibit B), the Grantor shall be solely responsible for taking immediate action to remedy the problem, compensate the affected party(s) if necessary and affect whatever measures may be necessary to prevent future damage while continuing to properly implement the Management Plan.

The parties to this Agreement do hereby agree to the terms and conditions of this Agreement as set forth above.

Executed on JUNE 28, 1995

Department: Department of Fish and Game
Wildlife Conservation Board

Grantor: Skyraker Duck Club,
a California Corporation

W. John Schmidt
W. John Schmidt
Executive Director

By: President [Signature]
Title:

By: [Signature]
Title: Secretary

STATE OF CALIFORNIA)
COUNTY OF _____)

ACKNOWLEDGMENT ATTACHED

On _____, 19____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____ known to me to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

Notary Public in and for the State of California

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13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

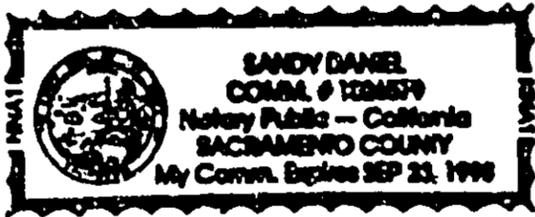
State of California

County of Sacramento

On 8/31/95 before me, Sandy Daniel Notary Public
DATE NAME/TITLE OF OFFICER E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared W. John Schmidt
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.

Sandy Daniel
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:
Executive Director
Wildlife Conservation Board

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Department of Fish & Game
State of California

DESCRIPTION OF ATTACHED DOCUMENT

Conservation Easement Deed
TITLE OR TYPE OF DOCUMENT

34
NUMBER OF PAGES

6-27-95
DATE OF DOCUMENT

Dan Thompson Richard B.
SIGNER(S) OTHER THAN NAMED ABOVE
McNaughton

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

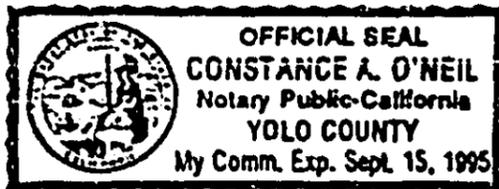
State of California

County of Yolo

On June 28, 1995 before me, Constance A. O'Neil, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Dan Thompson and Richard B. McNaughton
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.

Constance A. O'Neil
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
President & Secretary
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Deed of Conservation Easement
TITLE OR TYPE OF DOCUMENT

16
NUMBER OF PAGES

June 27, 1995
DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

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15

Wetland Conservation
Easement Program (DFG),
Skyraker Duck Club
Yolo County

EXHIBIT A

PARCEL ONE:

The Northwest Quarter of Section 28, Township 7 North, Range 3 East,
M.D.B.&M.

EXCEPT THEREFROM the reservation of a one-quarter interest in the mineral and oil rights in said parcels of land heretofore excepted in favor of Sallie Glide Kendall, by deed dated September 22, 1948, recorded in Book 287 of Official Records at page 461, Yolo County Records, executed by the said Sallie Glide Kendall to Joseph Henry Glide, Jr.

NOTE: The interest of Sallie Glide Kendall was conveyed to Joseph Henry Glide, Jr., Thornton Elsen Glide and Marion Glide Bunker in equal undivided shares by deed recorded March 15, 1957 in Book 508 of Official Records at page 420.

ALSO EXCEPTING THEREFROM, to Thornton Elsen Glide, Marion Glide Bunker and Joseph Henry Glide, III, also known as Joseph Henry Glide, Jr., their heirs, executors, administrators and assigns, an undivided one-quarter interest each in and to 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 injury or damage to growing crops or other improvements on said premises occasioned by the exercise of any of said rights to excepted or reserved aforesaid, as reserved in Deed recorded April 1, 1964 in Book 418 of Official Records at page 469.

ALSO EXCEPTING THEREFROM an undivided 95% of grantors interest in and to all oil, gas, hydrocarbon substances therein and thereunder, together with ingress and egress thereto to explore and mine the same, as reserved in Deed recorded September 8, 1967 in Book 862 of Official Records at page 427, Yolo County Records.

ALSO EXCEPTING THEREFROM two sites for the purpose of Improvement(s) Location, one three-acre (3 acre) site and one two-acre (2 acre) site, both located along and adjacent to the western property line of Parcel One.

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PARCEL TWO:

The Northeast quarter of Section 28, Township 7 North, Range 3 East, M.D.B.&M., Save and Except the South half of the Southeast quarter of the Northeast quarter of said Section 28.

EXCEPT THEREFROM the reservation of a one-quarter interest in the mineral and oil rights in said parcels of land heretofore excepted in favor of Sallie Glide Kendall, by deed dated September 22, 1948, recorded in Book 287 of Official Records at page 461, Yolo County Records, executed by the said Sallie Glide Kendall to Joseph Henry Glide, Jr.

NOTE: The interest of Sallie Glide Kendall was conveyed to Joseph Henry Glide, Jr., Thornton Elsen Glide and Marion Glide Bunker in equal undivided shares by deed recorded March 15, 1957 in Book 508 of Official Records at page 420.

ALSO EXCEPTING THEREFROM, to Thornton Elsen Glide, Marion Glide Bunker and Joseph Henry Glide, III, also known as Joseph Henry Glide, Jr., their heirs, executors, administrators and assigns, an undivided one-quarter interest each in and to 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 injury 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, as reserved in Deed recorded April 1, 1964 in Book 418 of Official Records at page 469.

ALSO EXCEPTING THEREFROM an undivided 95% of grantors interest in and to all oil, gas, hydrocarbon substances therein and thereunder, together with ingress and egress thereto to explore and mine the same, as reserved in Deed recorded September 8, 1967 in Book 862 of Official Records at page 427, Yolo County Records.

022675 OCT 10 1968

17

PARCEL THREE:

The Southeast quarter of the Southeast quarter of Section 21, Township 7 North, Range 3 East, M.D.B. & M.

EXCEPT THEREFROM the reservation of a one-quarter interest in the mineral and oil rights in said parcels of land heretofore excepted in favor of Sallie Glide Kendall, by deed dated September 22, 1948, recorded in Book 287 of Official Records at page 461, Yolo County Records, executed by the said Sallie Glide Kendall to Joseph Henry Glide, Jr.

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ALSO EXCEPTING THEREFROM an undivided 95% of grantors interest in and to all oil, gas, hydrocarbon substances therein and thereunder, together with ingress and egress thereto to explore and mine the same, as reserved in Deed recorded September 8, 1967 in Book 862 of Official Records at page 427, Yolo County Records.

022675 OCT 10 1968

18

**Permanent Wetland Easement Program
Management Plan**

Skyraker Ranch

The following is a site-specific management plan for Skyraker Ranch (hereafter referred to as Skyraker), which consists of 340 acres. The plan is intended to maximize wetland habitat diversity and productivity on the property. Management practices are assigned to individual units. Proper implementation of these strategies should enhance the wetland habitat value of the property.

Although this plan identifies specific management practices for certain units, it is not recommended that individual units be managed in the same manner each year. Modifications to the management plan will likely be made each year at the mutual consent of the landowner and the State to ensure that wetlands remain dynamic.

Skyraker offers great potential for the management of moist-soil waterfowl food plants, as well as high-quality summer wetlands and upland nesting habitat. The property exhibits a good mix of topography. This management plan focuses on maximizing moist-soil waterfowl food resources through vegetation management and irrigation in the "upper bench" areas, while maintaining high-quality summer wetlands in the low portion of the West Field and possibly other low areas. Productive nesting habitat can be improved and maintained in the upland areas.

Discing is fundamental to wetland management and will be required if the Department determines that the abundance and/or seed production of target waterfowl food plants has declined to unacceptable levels or habitat conditions have otherwise become unproductive. However, due to the fact that herbicide application and mowing have proven to be extremely successful vegetation control measures on Skyraker in the past, these measures may be substituted for discing so long as they yield similar results as discing. Wetland units usually require discing or some form of disturbance every 2-4 years.

Management practices described in the PRINCIPLES OF CENTRAL VALLEY MARSH MANAGEMENT section of Exhibit B shall generally be followed for the entire property. The PRINCIPLES OF CENTRAL VALLEY MARSH MANAGEMENT and the WETLAND HABITAT MANAGEMENT GUIDES contain "how-to" information about drawdowns, discing, and irrigations. The habitat management requirements specified in this Site Specific Management Plan shall, in the case of conflicts, supersede the generalized habitat management practices described in the attached Wetland Habitat Management Guides.

022675 OCT 10 88

19

Capital Improvements for Wetland Enhancement

The following capital improvements are needed to allow optimal wetland management on Skyraker in the future (see map for location):

1. Install a 24" pipe and flashboard riser where the delivery ditch empties into the West Field. This structure shall serve as the inlet water control structure for the West Field.
2. Install a 24" pipe and flashboard riser in the levee that divides the Delivery Ditch.
3. Install a 24" pipe and flashboard riser where the West Field drains into the East Field.
4. Construct water distribution "swales" (6-12" deep, 10-20' wide) in the western portion of the West Field. These swales will enhance the dispersion of emergent vegetation and open water, thereby increasing the field's attractiveness to waterfowl and other waterbirds. The area is currently choked with cattails and tules.
5. Construct water distribution "swales" (6-12" deep, 10-20' wide) in the northeastern portion of the West Field to provide a variety of water depths and wetland vegetation diversity. The area is currently dominated by undesirable vegetation because the area can only be flooded to very shallow depths.
6. Remove the levee that separates the East Field from the South Field. Use the material to create linear low-profile "loafing bars". These small islands should be only a few inches above the water level when the field is flooded during the winter. This practice is not required by the State, but is highly recommended. It will likely enhance waterfowl use of both fields by reducing an unnecessary barrier. The loafing bars will add habitat diversity to each field.

Notwithstanding serious flood damage which would significantly delay implementation, capital improvements shall be completed prior to December 31, 1997. However, the State encourages the landowner to seek assistance from the U.S. Fish and Wildlife Service's Partners for Wildlife Program or other sources to implement as many of these improvements as possible in 1995 or 1996.

The Contractor shall be responsible for obtaining all necessary local, state, and federal permits as may be required to conduct management practices, including capital improvements, prescribed in this management plan.

The State, or its assigns, will meet with the Contractor on the property periodically to discuss habitat management, however in no way shall the Contractor be obligated to provide public access to the Easement Lands.

022675 OCT 10 88

20

Habitat Management

The following activities shall be conducted on an annual basis. Wetland enhancement activities (installation of water controls, earthwork, etc.) may preclude irrigations or brood water to some degree in 1995 and 1996. However, such activities shall be implemented when they are least likely to interfere with irrigations or brood water maintenance.

Fall Flooding

All wetland areas (approximately 260 acres) shall be flooded by October 15 each year. Water depths shall be maintained between 4-12" to the greatest extent possible, however deeper water will be present due to the natural topography. Although shallow water is preferred by most wetland wildlife, the deep water provides habitat for additional wildlife species and offers areas suitable for summer wetland management.

Spring Drawdowns

- The West Field shall undergo a partial drawdown in accordance with WETLAND HABITAT MANAGEMENT GUIDE #3 (watergrass). This involves a slow drawdown of the "upper bench" areas in early May. Water shall be maintained in the low portion of the West Field throughout the spring and until July 15 each year.

- The East Field/South Field shall undergo drawdown in accordance with either WETLAND HABITAT MANAGEMENT GUIDE #1 (smartweed) or WETLAND HABITAT MANAGEMENT GUIDE #3 (watergrass). This involves a slow drawdown in either mid-March or early May. Periodic discing is recommended in areas targeted for March drawdowns. Smartweed responds best on recently disturbed (i.e. disced) sites, thus minor "spot" discing is encouraged in portions of the East Field that are not in close proximity to blinds.

Spring/Summer Irrigations

- A "flash" irrigation, which involves flooding the majority of a given unit 3-6" deep for 7-10 days, shall be conducted each year (in June) in the East Field/South Field if wetland management follows WETLAND HABITAT MANAGEMENT GUIDE #1 (smartweed). Two "flash" irrigations (one in June, another in July or August) shall be conducted each year if wetland management follows WETLAND HABITAT MANAGEMENT GUIDE #3 (watergrass).

- The West Field shall be irrigated in accordance with WETLAND HABITAT MANAGEMENT GUIDE #3 (watergrass). Two "flash" irrigations sometime between mid-June and early September will be sufficient. These irrigation should be about 4-5 weeks apart, but can be as little as three weeks apart. Late August or early September fall flooding may be substituted for the second irrigation in these units. Three irrigations may be provided

022675 OCT 10 88

within the given time frame if desired.

Brood Water

Late spring and summer wetland habitat (brood water) can be maintained easily due to the rise and swale topography and availability of spring/summer water. The low portion of the West Field (approximately 60 acres) is perfectly suited for brood water, thus shall be flooded until July 15 each year. This requirement is consistent with Skyraker's existing USDA Water Bank Program contract. The management of summer water areas within larger wetland units typically results in highly productive wetlands with good invertebrate production. WETLAND HABITAT MANAGEMENT GUIDE #6 (seasonal wetland - summer water combination) describes the technique that shall be used.

In addition, the current practice of maintaining the lowest portion of the West Field (10-15 acres) in a flooded condition until late August or early September has proven very effective and should be continued to the extent possible. These wetlands have been used heavily by pelicans, ibis, egrets, and herons during late summer in previous years.

Upland Habitat

Dense nesting cover (e.g. vetch and barley) shall be planted in the upland areas in the event that the Department determines that the naturally occurring vegetation is not satisfactory for duck nesting. Natural upland vegetation is currently sufficient in most areas to support a variety of ground-nesting birds. However, the uplands in the southwest corner of the property would benefit from the establishment of perennial grasses such as tall wheatgrass, or a fall-planted barley/vetch cover crop.

Water System Maintenance

All water controls shall be maintained in a condition as the State determines to be necessary to achieve optimal wetland management. The excavation of shallow (8-12" deep) water distribution channels within wetland units may be required by the State if water management is or becomes impaired by siltation and/or the growth of undesirable vegetation such as cattails, tules, or wiregrass (*Juncus* spp.). The State may require that low areas be connected to such a drainage channel in order to insure optimum germination and growth of desired waterfowl food plants.

Lastly, wetland management is an art, not a science, and the State encourages the Grantor to keep accurate records of habitat manipulations. These records will help the State and the Grantor cooperatively refine management techniques that are successful on Skyraker. Questions regarding habitat management and/or wetland plant identification should be directed to Mr. Dave Smith, Wetland Habitat Biologist (916-653-5284).

022675 OCT 10 88

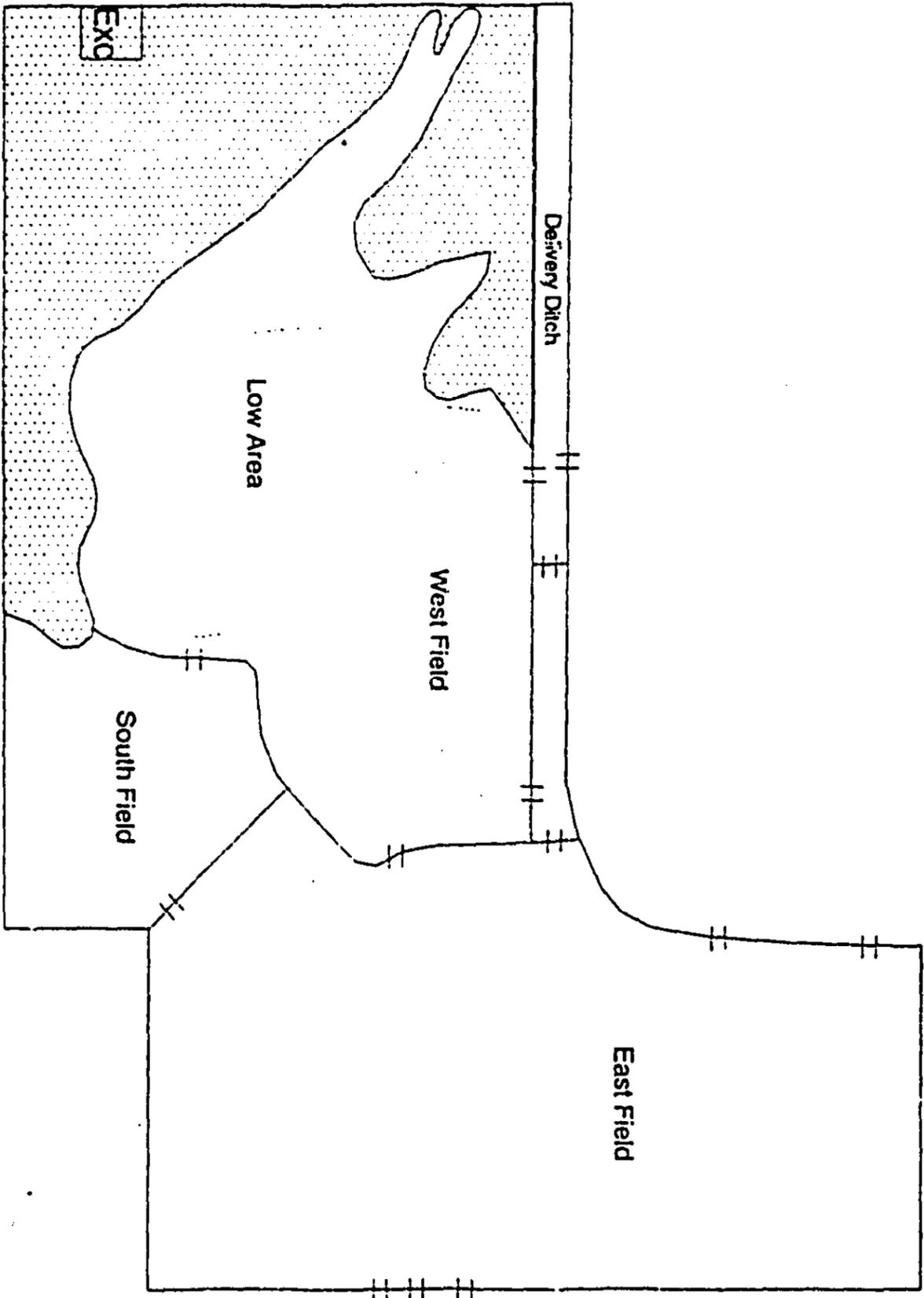
22

Exhibit B

Skyraker

022675 OCT 10 88

23



 Upland
  Water Control Structure
 340 acres

jldave/skyraker.drw

Exhibit B

PRINCIPLES OF CENTRAL VALLEY MARSH MANAGEMENT

Exhibit B

Marsh management can best be described as the active manipulation of wetland habitat. Wetlands evolved as dynamic ecosystems, constantly changing due the physical and chemical processes associated with floods, drought, and fire. Today, the mighty rivers have been contained and natural seasonal flooding seldom occurs on the majority of California's wetlands. Marshes are now enclosed by levees and flooded with water from deep wells, rivers and sloughs, and/or irrigation district conveyance systems. It is the task of the modern marsh manager to interrupt the natural evolution of marsh habitat and to stabilize the marsh vegetation at a point which is the most productive of those elements required by waterfowl. To accomplish this, he must employ such tools as water management, discing, burning, mowing, seeding, earthwork, and perhaps most importantly, his powers of observation. Although marsh managers are knowledgeable about water manipulation, they are not always aware of the specific practices that maximize habitat conditions for waterfowl. The attached habitat management guides were designed to inform landowners of those management practices required to produce any of the five specific wetland habitat types. Coincidentally, many of these practices benefit entire wetland ecosystems and the wide variety of wildlife species dependent upon them.

Wetland habitat types are often defined by the duration of flooding. Seasonal wetlands are flooded in the fall, with standing water maintained continuously throughout the winter until drawdown occurs in the spring. Permanent marshes remain flooded all year although they should be drained every 5-7 years to restore marsh productivity. Semi-permanent marshes are flooded in the fall and remain inundated until they are either: 1) drained in mid-summer or 2) partially drained in spring with water maintained in low-lying areas throughout the year. These three wetland habitats each provide important resources to waterfowl at different times during the year. For example, permanent and semi-permanent marshes are essential to ducks during the breeding season due to the lack of summer water in the Central Valley, but typically provide very little food for wintering waterfowl. The primary seed-producing marsh plants that supply waterfowl with the majority of their natural winter food are found in seasonal wetlands.

A variety of annual plants germinate on the exposed mudflats of seasonal wetlands when surface water is drained during spring and summer. These plants are collectively known as "moist-soil plants". Some of these plants produce seeds, browse, and/or tubers that are important foods for waterfowl. A combination of moist-soil plants and robust emergent vegetation (typically cattails and/or tules) usually results from marsh management practices. The goal of "moist-soil management" (seasonal wetland management) is to assure that the resultant vegetation is dominated by preferred waterfowl

022675 OCT 10 88

Exhibit B

food plants. Although agricultural grains (e.g. rice, corn) supplement the diets of waterfowl in winter, these foods lack many of the vitamins, minerals, and proteins essential for survival and subsequent reproductive success. Marsh plants provide waterfowl with the essential nutritional balance lacking in grains.

Smartweed, swamp timothy, and watergrass are the most important natural waterfowl food plants in the Central Valley. These plants are easily propagated on most wetland sites through effective water management and soil disturbance. The timing of spring drawdown influences which moist-soil plants will dominate a seasonal wetland. The seeds of each plant species germinate best at a specific soil temperature. Therefore, as plants compete for dominance, marsh managers can favor specific plants by timing drawdowns to coincide with optimum germination conditions (primarily soil temperature). Although climatic conditions vary by year and location, the drawdown dates listed in the habitat management guides will generally induce germination of the target waterfowl food plant. The management strategies described in these leaflets have been successfully implemented by marsh managers throughout the Central Valley, but are by no means the only way to achieve these desired habitat types. Soil type and water quality also influence plant growth, so modification of these general recommendations may be necessary based on local knowledge and weather patterns for specific sites.

The rate of pond drawdown affects moist-soil plant composition, seed production, soil-salt levels, and the duration of food availability to waterfowl. Slow drawdowns (2-3 weeks) cause invertebrates to become concentrated in the shallow water and allow waterfowl optimum foraging conditions for a prolonged period. These invertebrates are a protein-rich food source important to pre-breeding and breeding ducks, ducklings, molting ducks, and shorebirds. Slow drawdowns also typically result in high vegetation diversity, and if executed during mid to late spring, may enhance seed production. However, they may concentrate salts near the soil surface in systems with brackish or saline water. Rapid drawdowns (3-5 days) are desirable if a soil-salt problem exists, as was quite often the case in the San Joaquin Valley in the past. The Grasslands Water District now provides water that appears to be of sufficient quality for managers to execute slow drawdowns without adversely affecting vegetation. However, further research is needed to determine the long-term relationship between slow drawdowns and alkaline soils. Rapid drawdowns generally produce extensive stands of waterfowl food plants if timed correctly, but "rob" wildlife of the extended shallow water habitat associated with slow drawdowns. Rapid drawdowns late in the growing season should be followed by a summer irrigation to insure a good seed crop. Although slow drawdowns are generally better for wildlife, there is no "right" or "wrong" way to drain a seasonal wetland. The rate of drawdown should be based on site-specific knowledge.

Summer irrigations are very important in Central Valley moist-soil management. Most waterfowl food plants will not attain maximum seed production without at least one

Exhibit B

irrigation. The San Joaquin Valley receives less rainfall than the Sacramento Valley, and therefore the soils dry out faster and irrigations are more often a necessity. Swamp timothy is the only waterfowl food plant that may be grown successfully without an irrigation in the San Joaquin Valley. However, irrigations generally enhance seed production. Irrigation schedules for smartweed and watergrass vary with annual weather patterns. These plants can be observed for signs of wilting to determine proper irrigation dates.

The timing of fall flooding is typically based on water delivery dates. Most wetland units should be flooded prior to October 15. Irrigation districts typically cease water deliveries by mid-December, therefore marsh managers must devise feasible ways to maintain water in their ponds until spring drawdown. This ongoing problem is easily solved on those properties which can simply pump groundwater from deep wells to overcome the effects of evapo-transpiration and seepage (percolation). Wetland properties which do not enjoy access to wells can close all of their drainage structures and rely on rainfall to maintain pond levels and/or prior to the termination of water deliveries, raise the level of their ponds well above normal shooting depths and rely on the extra storage to carry them through to spring drawdown. If the latter technique is employed, water depth should not exceed 18 inches; any deeper would seriously impair the ability of waterfowl to feed effectively. In extreme cases, it may be possible to maintain pond levels by purchasing water from nearby properties that have wells and are willing to deal.

Water depth is also very important. Dabbling ducks (e.g. mallards, pintails, green-winged teal) cannot effectively feed on the seeds and invertebrates found on pond-bottoms if the water is deeper than 18 inches. Water depths of 6-12" are preferred for feeding. Therefore, in order to provide feeding habitat for dabbling ducks, shallow water must be maintained! Shallow water habitat management is valuable to many other wildlife species, as well. In Missouri, only 5 of 54 bird species that use seasonal marshes can effectively forage in water deeper than 10".

It is unlikely that marsh managers will be able to produce a monoculture of any one plant in an established marsh, particularly if pond bottoms are of uneven topography. Furthermore, a marsh with diverse habitats is valuable to a wider variety of waterfowl and other wildlife species and will better resist the devastating effects of plant diseases, insect pests, and bird depredation. Diversified habitats also provide a variety of waterfowl foods throughout the fall and winter. Even though some moist-soil plants are poor seed producers, when flooded they may support excellent assemblages of invertebrates. Waterfowl also utilize other plants (e.g. cattails and "tules") for cover. An ideal Central Valley seasonal wetland is dominated by waterfowl food plants, contains other moist-soil plants, and provides waterfowl with substantial cover.

Exhibit B

Some plants reduce the value of a wetland to waterfowl if they become overly abundant. Tules and/or cattails can eventually "fill in" a pond and eliminate open water. While 40-60% tule/cattail coverage of the pond bottom may provide acceptable habitat for some species, efforts must be made to reduce these plants when they increase beyond this range. The primary tools for tule/cattail control are discing, mowing, and burning. Mowing and burning are only effective when followed by discing and 2-3 months of exposure to the sun, which is necessary in order to dry out and kill the tubers and rhizomes. Discing is beneficial for tule/cattail control because it also provides suitable conditions for invasion by waterfowl food plants. Habitat managers should be familiar with soil characteristics, however. Deep (24-36") "stubble" discing can adversely affect the water-holding capacity of a wetland if shallow clay layers exist near the soil surface. Shallow discing is preferred in this circumstance.

Marsh management is an art, not a science. Marsh management practices are continually being improved as a result of research and experimental management. The results of these learning efforts are disseminated to interested parties by the agencies and organizations involved in waterfowl management. However, it is to the advantage of all marsh managers to keep accurate records of habitat manipulations (e.g. dates of flooding, irrigation, drawdown, discing). Managers should eventually be able to predict how the vegetation on their property will respond to specific management practices, this in turn will allow them to consistently provide high-quality waterfowl habitat.

WETLAND HABITAT MANAGEMENT GUIDE #1

SEASONAL WETLAND

Target Waterfowl Food Plant: Smartweed

Timing of Spring Drawdown:

March 1 - 20. Sacramento Valley
February 20 - March 10. San Joaquin Valley

Moist-soil Plant Community: In addition to smartweed, other desirable wetland plants that may occur under the following water management and soil disturbance schedule include but are not limited to tule, cattail, spikerush, chufa, fat-hen, alkali bulrush, and watergrass.

Potential Problem Plants: Some wetland plants are undesirable if they become overly abundant or create dense stands. These include but are not limited to tule, cattail, asters, cocklebur, salt grass, bermuda grass, and baltic rush.

Value to Waterfowl: A moist-soil plant community dominated by smartweed, but including various other wetland plants, is an important component of a diversified marsh management program. Also referred to as "redweed", smartweed provides ducks with a quality food source throughout the fall and winter. Smartweed produces seeds that contain balanced proportions of essential vitamins, protein, minerals, and carbohydrates. In addition, it has a complex leaf structure, which supports excellent assemblages of aquatic invertebrates when flooded. Recent research in the Midwest shows high invertebrate abundance and diversity in association with smartweed. Tules, cattails, and other emergent plants add structural diversity to the marsh and provide ducks with cover. Wetland units having dominant stands of smartweed in association with these cover plants become an integral part of the wetland complex and receive heavy usage by dabbling ducks, particularly mallards. Smartweed may also occur in combination with watergrass, which has even greater seed value.

Management Strategy: Two important factors that influence smartweed growth are (1) the timing of spring drawdown and (2) the stage of succession (number of years since the area was last disturbed through discing or plowing). Smartweed requires cool soil temperatures and relatively high soil moisture for germination, and therefore, is usually found in wetlands that

022675 OCT 10 88

Exhibit B

undergo early spring drawdowns. Smartweed can be maintained in seasonal wetlands for several years if water management coincides with its growth requirements. Periodic soil disturbance is usually essential to the maintenance of smartweed stands. Smartweed is considered a "pioneer" or "invader" plant species because it colonizes recently disturbed wetland sites. Eventually, competition from other wetland plants, particularly cattails and tules, will eliminate smartweed from the community. Discing should occur when smartweed abundance decreases substantially.

Establishment: Smartweed seeds are present in the soils of most wetlands, ricefields, and set-aside lands, which eliminates the need for any type of planting. If undesirable vegetation is dominant, the area must be disced, preferably during summer. Discing reduces plant competition and prepares the seedbed for improved smartweed production the following spring. Discing dense stands of cattails and tules in early summer is the most effective way to reduce competition and create conditions suitable for smartweed colonization. This method exposes cattail/tule rhizomes and tubers to the sun and kills them, thus preventing their re-growth during fall flooding. Water should be maintained on these areas throughout the winter. Smartweed will usually "invade" the disced areas if an early spring drawdown occurs.

Spring Drawdown: Managers must do everything possible within the constraints imposed by water districts to maintain water until the early spring drawdown that will typically encourage smartweed development. Coincidentally, the retention of pond water through February assures the availability of protein-rich invertebrates to pre-breeding ducks. Appropriate drawdown dates are listed above. Smartweed seeds should begin to germinate within 2 weeks of drawdown. Rapid drawdowns (3-5 days) typically produce extensive stands of moist-soil vegetation, consisting of relatively few plant species. Slow drawdowns (2-3 weeks) maximize the foraging opportunity for waterfowl and other wetland birds and result in greater diversity of vegetation. Invertebrates, in particular, become concentrated and readily available to ducks.

Irrigation: An irrigation will be needed if smartweed plants show signs of stunting (i.e. halted growth and "yellowing"). This usually occurs 4-6 weeks after germination when plants are generally 3-12" high. Irrigation should occur as soon as possible, but may be delayed until mid-summer if water availability is a problem. A second irrigation is necessary if plants appear stunted before seed development occurs. Summer irrigations encourage the expansion of cattail and tule stands, as well as sprangletop and watergrass development. Smartweed may achieve full development without an irrigation, particularly if a high water table is present, late rains occur, or water seeps in from surrounding wetlands or ricefields.

Fall Flooding: Flooding should coincide with the arrival of migratory waterfowl. Pintails begin arriving in the Central Valley in mid-August, and peak numbers of wintering waterfowl are usually present during December and January. The flooding of individual units should be staggered to match the habitat requirements of arriving waterfowl, if possible. For example, fall flooding should begin on sites suitable for pintails, such as areas dominated by swamp timothy. Smartweed units are typically used by mallards, many of which are raised locally, therefore flooding can occur anytime between August and October. The timing of water delivery plays a

Exhibit B

major role in the determination of flooding schedules, however. Many marsh managers simply execute their fall flooding when irrigation districts make water available. Marsh units should be gradually flooded to allow ducks maximum accessibility to seeds and invertebrates.

Discing: Periodic soil disturbance is vital to most marsh management programs, particularly those involving smartweed production. It reduces potential problem plants and creates conditions suitable for smartweed establishment. Discing should be employed when it is obvious that smartweed is no longer dominant and is being replaced by undesirable species. This normally occurs 3-6 years after establishment. However, discing the entire field at one time would eliminate all food and cover from the area for one season and should be discouraged. This practice would also return the marsh to a monoculture of smartweed the following year. Marsh plant diversity is desirable, and discing 30-40% of the pond bottom in a random pattern will create a "mosaic" of smartweed and dense emergent vegetation. Following discing, smartweed will colonize areas previously occupied by cattails, tules and other non-target species.

Note: Occasionally, stands of smartweed develop a fungal infection called "smut", which reduces seed production. Little is known about smut, although it appears most prevalent when too much water is applied during the growing season. Managers should not be overly concerned with the disease because it usually only affects a portion of the smartweed seed source, and not the invertebrate habitat the plant provides. However, the threat of the disease further emphasizes the need for habitat diversity. If, in a given year, a smartweed seed crop fails in a diverse wetland complex, other waterfowl food plants will help supply necessary seeds for wintering waterfowl.

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Exhibit B

WETLAND HABITAT MANAGEMENT GUIDE #3

SEASONAL WETLAND

Target Waterfowl Food Plant: Watergrass

Timing of Spring Drawdown:

May 1 -31. Sacramento Valley.

April 15 - May 15. San Joaquin Valley

Moist-soil Plant Community: In addition to watergrass, other desirable wetland plants that may occur under the following water management and soil disturbance schedule include, but are not limited to tules, cattails, sprangletop, ammannia, fat-hen, beggarticks, and smartweed.

Potential Problem Plants: Some wetland plants are undesirable if they become overly abundant or create dense stands. These include but are not limited to tule, cattail, cocklebur, salt grass, bermuda grass, dock, jointgrass, and baltic rush.

Value to Waterfowl: A moist-soil plant community dominated by watergrass is an important component of a diversified marsh management program. Watergrass, also referred to as millet, is an important and very abundant waterfowl food plant in the Central Valley. It is highly attractive to pintails, mallards, and other dabbling ducks, presumably due to its combination of seed production, invertebrate habitat, and thermal cover. Watergrass is a weed that grows in dense stands and may produce in excess of 2,000 lb. of seed/acre. It has substantial stem mass, which provides ducks with thermal cover and protection from predators. Through flooding and waterfowl activity, the stems eventually become matted and serve as excellent substrate for invertebrate production.

Watergrass seeds provide greater balance in nutritive quality than the high-energy, low-protein cereal grains, (e.g. corn, rice). They are especially high in essential minerals. Marsh units dominated by watergrass typically receive heavy duck usage throughout the season. Sprangletop seeds provide waterfowl with a lesser, but still valuable, food source. Ammannia is a plant species that benefits waterfowl, but does not occur in great abundance.

Management Strategy: Watergrass requires more water than other waterfowl food plants, but is an easily propagated wetland plant species. Although an initial seeding may be required, a stand can be sustained for several years with proper water management, which involves late-spring drawdowns and summer irrigations. Unlike other waterfowl food plants, watergrass is commonly propagated in a monoculture. These watergrass units resemble unharvested rice fields

022675 OCT 10 88

Exhibit B

in appearance. This management practice maximizes food production at the expense of habitat diversity. However, units can be strategically located so that diverse wetland habitats are nearby. Watergrass is also produced in conjunction with other moist-soil plants in diverse wetland units.

Watergrass and rice have very similar growth requirements. Maximum growth occurs during hot days and warm nights. The establishment (i.e. aerial seeding) of rice can even be used as a local estimate for determining the proper drawdown date for watergrass. Watergrass seed maturation takes approximately 45-80 days, but less time may be required under ideal soil and temperature conditions. Although crops can be established as late as August, seed production is limited due to the cold nights at the end of the growing season. Sprangletop germination generally occurs with late June or July drawdowns. Watergrass grows best in heavy clay or loam soils and will tolerate mildly saline conditions.

Establishment: The introduction of watergrass to a seasonal wetland through seeding usually promotes rapid establishment. Optimal establishment occurs either by: 1) discing, broadcasting the seed, treating the soil with a cultipacker (ring-roller), then flooding for 3-5 days, or 2) through aerial application on saturated soils. The subsequent drawdown should be executed within the time frame in which watergrass locally germinates best (listed under "Timing of Spring Drawdown"). Seeds should begin to germinate within 2 weeks. If germination has not occurred 3 weeks after drawdown, an irrigation will be needed. Irrigation schedules are listed below. Discing prior to seeding reduces plant competition and need not occur if the ground is sparsely vegetated. It may be necessary to repeat the discing process several times to remove dense or robust vegetation. It is important to remember that watergrass is a weed and that drilling or covering the seed is unnecessary. The seed will not germinate if it is buried too deeply in the soil. "Rice cleanings" can be obtained from rice mills and should be applied at 50-100 lb./acre. Though only 10-40% watergrass seed, these have proven quite satisfactory. "Pure" watergrass can be purchased from seed distributors and only requires 15-40 lb./acre.

Spring Drawdown: Managers must do everything possible within the constraints imposed by water districts to maintain water until the late-spring drawdown that will typically encourage watergrass development. Coincidentally, the retention of pond water through April assures the availability of protein-rich invertebrates to breeding ducks. Appropriate drawdown dates are listed above. Watergrass seeds should begin to germinate within 2 weeks of drawdown. Rapid drawdowns (3-5 days) typically produce extensive stands of moist-soil vegetation, consisting of relatively few plant species. Slow drawdowns (2-3 weeks) maximize the foraging opportunity for waterfowl and other wetland birds and result in greater diversity of vegetation. Invertebrates, in particular, become concentrated and readily available to ducks.

Irrigation: Watergrass and other millets are water-dependent plants that require one or two summer irrigations for seed development to occur. Watergrass plants typically show signs of "redness" when soil moisture becomes limiting and the plants are "stressed". Plants will usually be 3-6" high when this condition occurs. At this point the marsh manager may elect to employ either of two strategies. They are as follows:

- a) **Irrigate Immediately:** This method is the most reliable way to produce a highly

Exhibit B

productive stand of watergrass. The first irrigation should occur when the majority of the plants are turning red, which is generally 4-6 weeks after drawdown. A subsequent irrigation is crucial if plants show redness again. This procedure generally produces a robust stand of watergrass with good seed development. Although ducks may initially have problems utilizing excessively tall watergrass, weather and feeding activity eventually create openings and facilitate access. Stems serve as an excellent substrate for invertebrates when they become "matted" in the water, therefore, tall watergrass provides good invertebrate habitat.

b) Delay Irrigation Until August: If irrigation water is unavailable until August or if a more open and shorter watergrass stand is desired, then irrigation can be delayed until August. However, under this scenario, high soil moisture must be maintained throughout the remainder of the growing season. This can be accomplished through repeated irrigations or continuous flooding. Early fall flooding (August) can serve as this irrigation. This form of watergrass management is not normally recommended because vegetation response is variable and, therefore, seed production is unreliable.

Fail Flooding: Flooding should coincide with the arrival of migratory waterfowl. Pintails begin arriving in the Central Valley in mid-August, and peak numbers of wintering waterfowl are usually present during December and January. Watergrass units should be flooded between August and October, but the delayed flooding (late November - early December) of an individual unit can make a "new" food source available to wintering waterfowl. The timing of water delivery plays a major role in the determination of flooding schedules, however. Many marsh managers simply execute their fall flooding when irrigation districts make water available. Marsh units should be gradually flooded to allow ducks maximum accessibility to seeds and invertebrates.

Prepared By:

Dave Smith, California Waterfowl Association
Glenn Rollins, California Department of Fish and Game
Tom Blankenship, California Department of Fish and Game

Printed By:

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4630 Northgate Blvd. Suite 150
Sacramento, CA 95834
(916) 648-1727

022675 OCT 10 88

WETLAND HABITAT MANAGEMENT GUIDE #6

SEASONAL WETLAND - SUMMER WATER COMBINATION

Most wetland impoundments have borrow ditches on the "inside" or "pond" side of exterior levees. Borrow areas are created during levee construction and are generally 12-24" lower than the average elevation of the pond bottom. A marsh management practice that is becoming increasingly popular in the Central Valley involves the maintenance of summer water in the borrow areas or channels that exist within otherwise drained seasonal wetlands. These flooded borrow areas/channels typically comprise less than 5% of a wetland impoundment, but can be extremely productive habitats. Without impairing the capability of a wetland unit to produce large quantities of "moist-soil" waterfowl food plants, marsh managers can provide critical summer habitat for wetland-dependent wildlife in the low areas of their seasonal wetlands. These wet summer habitats may be drained in August or maintained throughout the year. Such wetlands may be extremely important summer feeding areas for breeding and post-breeding ducks, ducklings, pheasants, wading birds, and shorebirds. These feather-edged habitats offer more upland/wetland interface, and thus a more productive feeding habitat, than do typical "brood ponds" which are generally flooded "levee-to-levee".

Value to Waterfowl: Ducks utilize these flooded borrow areas/channels during the late spring and summer when aquatic invertebrates are their primary food source and relatively few wetland areas are flooded. Invertebrates, which are high in protein, are readily available to ducks in seasonal marshes during spring drawdowns. However, seasonal wetlands in the Central Valley are typically dry and of little value to ducks during the summer. Although permanent marshes are flooded during the summer, invertebrates are not highly available to ducks in these deep-water marshes. Research has shown that while gadwall hens and their broods utilize permanent marshes extensively, hen mallards with broods prefer shallow seasonal or semi-permanent wetlands over permanent marshes when both habitat types are available. Thus, flooded borrow areas/channels within seasonal marshes and "brood ponds" would appear to be the preferred feeding habitat for Central Valley mallards during the summer.

Flooded borrow areas/channels provide some escape cover for duck broods, but function primarily as invertebrate-rich feeding areas for duck broods and other wetland wildlife. Ideally, brood ponds should be located nearby to provide ducks with optimum cover. Although these wet summer habitats are important to duckling survival, they may also be extremely important to the survival of young pheasants. Pheasant chicks are completely dependent on insects as a food source during their first 2 weeks of life; the "feather-edges" of these semi-permanent wetlands support good insect populations.

Management Strategy: The management of a seasonal wetland in combination with a flooded borrow area/channel component involves flooding the entire pond during the fall and

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Exhibit B

draining the majority of the pond during the spring, while maintaining water in borrow areas/channels until at least July 15. However, managers are encouraged to maintain water in borrow areas/channels throughout the entire year at stable levels. This practice is compatible with the interests of mosquito abatement districts because a mosquito fish population can be established and continuously maintained. These wetland areas generally encompass such small acreage that the amount of water required to maintain them is minimal. In addition to providing mosquito fish, these sites also provide a brood stock of midges. This management practice is thought to increase the production of midge larvae substantially in the pond during the following winter. The worm-like larvae of the midge fly is a major invertebrate food source for pintails and green-winged teal.

Channels or borrow areas may be constructed in wetlands that do not have existing topographic diversity. The depth of these channels may range from 6"-36". Although inexpensive to construct, shallow channels (6"-12") typically require periodic maintenance (e.g. discing) due to the invasion of tules and/or cattails that results from the presence of summer water. Deep (30"-36") channels prohibit tule/cattail growth and require minimal maintenance, but the cost of excavation can be extremely high. Generally, shallow channels are more productive than deeper areas, but either can greatly enhance the value of a seasonal wetland.

Prepared By:
Dave Smith, California Waterfowl Association
Glenn Rollins, California Department of Fish and Game
Tom Blankenship, California Department of Fish and Game

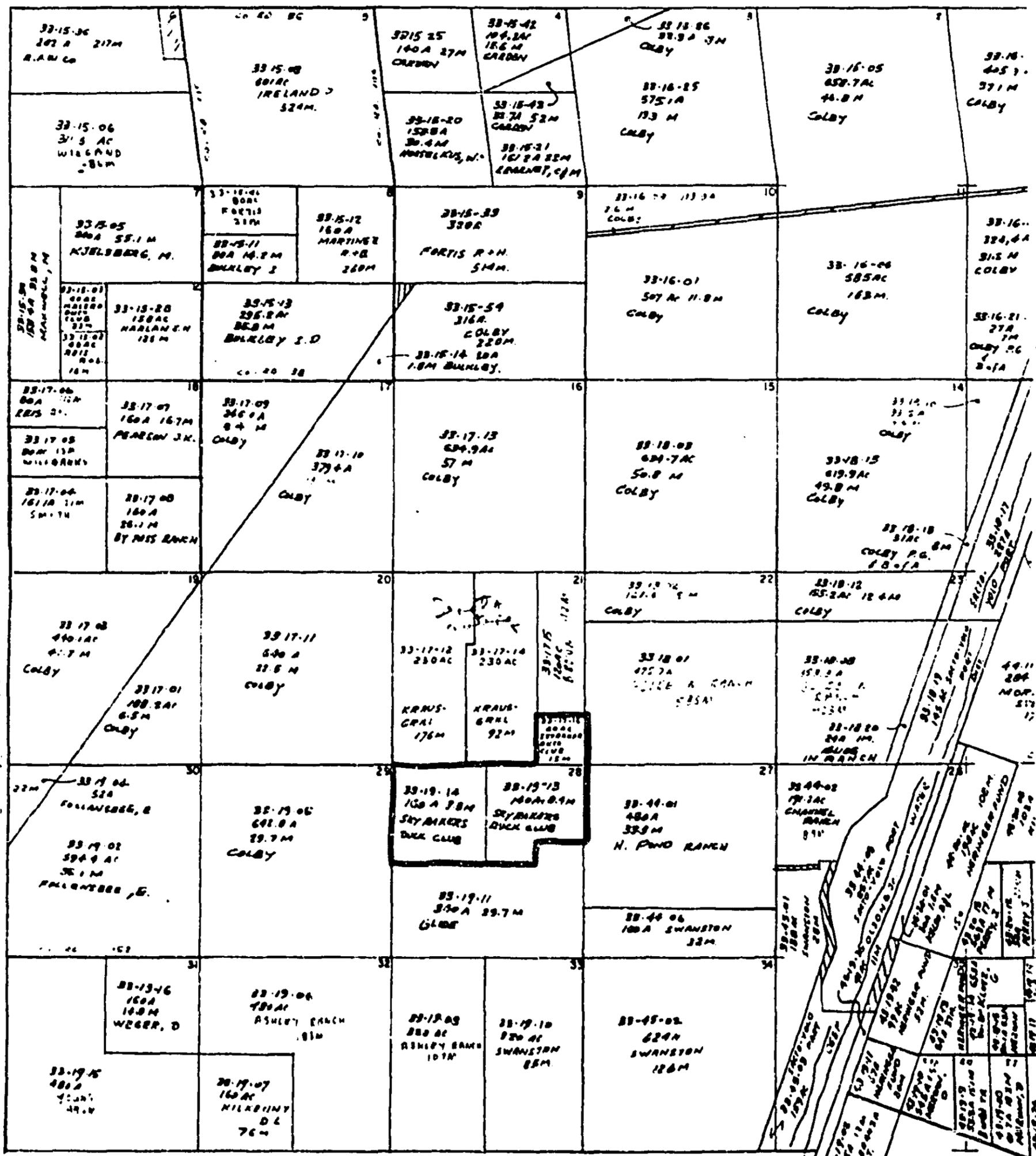
Printed By:

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Sacramento, CA 95834
(916) 648-1727*

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29

Exhibit A



T7N, R3E

37

PLAT 34

201 100 919270

30

Wetland Conservation
Easement Program (DFG),
Skyraker Duck Club, Yolo County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated June 28, 1995, from Skyraker Duck Club, to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Resources Agency, State of California, adopted on August 10, 1995, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Resources Agency
Department of Fish and Game

By: W. John Schmidt
W. John Schmidt
Executive Director
Wildlife Conservation Board

APPROVED:
DEPARTMENT OF GENERAL SERVICES

By: F. Warren Caldwell
F. WARREN CALDWELL, Senior Real Estate Officer
Office of Real Estate and Design Services
7295-0250

Date: 9/31/95

022675 OCT 10 88

END OF DOCUMENT

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: 033-190-013

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-145

EASEMENT
(TO THE STATE)

SKYRAKERS DUCK CLUB, a California corporation, 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>
YBSH-145	140.0 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 SKYRAKERS DUCK CLUB, a California corporation ("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"

YBSH-145

All that real property situated in a portion of Section 28, 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 described as Parcel 2 in that Grant Deed recorded April 24, 1968 at Volume 879 Page 588, Official Records of Said County.

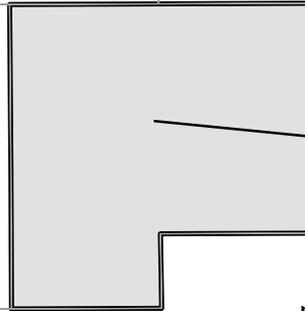
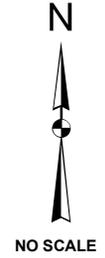
As shown on EXHIBIT "B" attached hereto.

Containing 140.0 acres, more or less.

KRISTOPHER KLIMA, PLS

DRAFT

**YBSH-145
FLOWAGE EASEMENT
SKYRAKERS DUCK CLUB**



**033-190-013
PARCEL 2 OF DEED:
BK 879 PG 588
REC APRIL 24, 1968
140 AC. +/-**

C - UNTY ROAD 107

COUNTY ROAD 152

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.

**PORTION OF SECTION 28,
T.7 N, R.3 E., M.D.M.,
COUNTY OF YOLO**

TOE DRAIN

DEEP WATER CHANNEL

**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

04/06/2022

Yolo Bypass Big Notch Project

APN: 033-190-013

Owner: SKYRAKERS DUCK CLUB

Parcel area: 138.5 acres

Area within YB: 138.5 acres

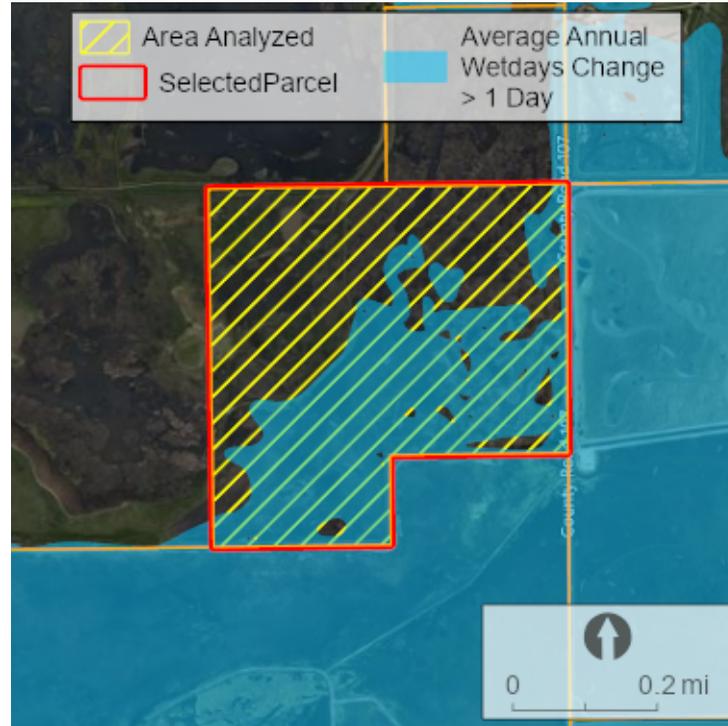
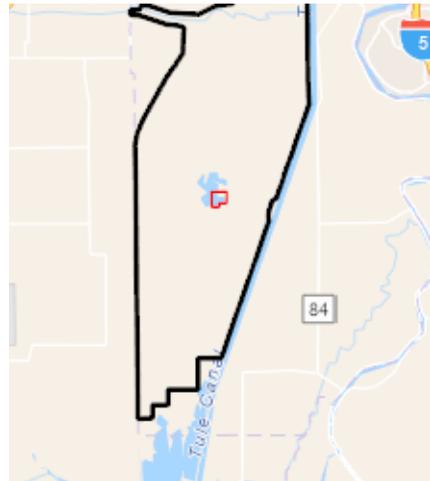
Annual wetted-days

Current: 26.0

Project: 26.9

Change: 0.9

Average depth change: 0.1



Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	02-24	02-24	71	71	0.0	4.4	4.3
1998	06-07	06-07	90	90	0.0	3.7	3.7
1999	03-15	03-21	32	38	0.1	1.6	1.7
2000	03-30	03-30	43	43	0.0	3.4	3.4
2001			0	0			
2002	01-11	01-12	4	6	0.2	0.7	0.7
2003	01-07	01-21	3	6	0.3	0.5	0.5
2004	03-23	03-23	31	32	0.1	3.3	3.2
2005	05-26	05-26	3	3	0.0	0.7	0.7
2006	05-10	05-10	105	108	0.0	3.3	3.3
2007			0	0			
2008			0	0	0.0		0.0
2009			0	0			
2010			0	0	0.2		0.2
2011	04-22	04-22	34	34	0.0	3.2	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	2.2	2.2	1.2	1.2	97.5	97.4	0.4	0.4	0.5	0.5	0.4	0.4	0.2	0.2	0.3	0.4	0.7	0.8	
January	4.3	4.2	5.2	5.5	83.7	82.9	1.3	1.4	1.4	1.6	1.3	1.6	0.9	1.0	2.1	2.1	9.2	9.4	
February	4.0	3.9	5.8	6.1	80.8	80.1	1.4	1.6	1.2	1.3	1.2	1.1	0.8	0.8	2.2	2.4	12.4	12.6	
March	2.7	2.7	8.4	8.8	77.8	76.9	2.8	2.9	2.8	3.0	2.3	2.5	1.6	1.7	2.5	2.7	10.2	10.4	
April	3.0	3.0	4.3	4.3	88.1	88.1	1.3	1.3	1.4	1.3	1.2	1.2	0.8	0.8	1.8	1.7	5.4	5.5	
May	0.7	0.7	0.8	0.8	97.8	97.8	0.7	0.6	0.7	0.7	0.5	0.5	0.1	0.1	0.2	0.2	0.0	0.0	
June	0.6	0.6	0.2	0.2	98.7	98.7	0.5	0.6	0.4	0.4	0.2	0.2	0.0	0.0	0.1	0.1	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.

Certificate Of Completion

Envelope Id: A4B8A110102A48C7935B07C48A568BD5	Status: Completed
Subject: Please DocuSign: 95-0022675 Conservation Easement.pdf, Skyraakers (YBSH-145) Easement Deed.pdf, ...	
FormID:	
Source Envelope:	
Document Pages: 47	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 3:37:17 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

Signer Events	Signature	Timestamp
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Alejandra.Lopez@water.ca.gov		Viewed: 7/19/2022 3:44:56 PM
Department of Water Resources		Signed: 7/19/2022 3:46:51 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
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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		Sent: 7/19/2022 3:46:54 PM
Linus.Paulus@water.ca.gov		
Manager, Acquisition and Appraisal Section		
Department of Water Resources		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

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Completed	Security Checked	7/19/2022 3:46:54 PM

Payment Events	Status	Timestamps
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