DEPARTMENT OF WATER RESOURCES

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

7/20/2022



Dean Kwasny, Easement Program Specialist Natural Resources Conservation Service 430 G Street, Suite 4164 Davis, CA 95616

Dear Dean Kwasny:

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 Natural Resources Conservation Service (NRCS) holds a conservation easement identified as Document No. 2005-0029264 in the Official Records of Yolo County (attached) over a majority of property identified as Yolo County Assessor's Parcel No 033-190-011, also known as DWR Parcel No. YBSH-146, and owned by Peter E. Glide, Michael P. Glide, Stephanie G.K. Pearson, Sharon A. Glide, Laura Marion Glide, and Stephanie Ditto (Glide et al.). DWR Parcel No. YBSH-146 is within the Big Notch Project area and DWR is proposing to acquire a flowage easement over the entirety of APN 033-190-011 thein conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of Parcel No. YBSH-146, an Exhibit Map showing the conservation easement, and a copy of the inundation modeling impact report for this APN 033-190-011 are 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 NRCS previously met to introduce the Project to (Easement Holder) on May 11th, 2021. Now that the Project is progressing into the land acquisition phase, DWR would like to discuss this specific proposed acquisition with NRCS and any public agencies that funded, or required for permitting, the conservation easement. In addition, NRCS may submit written comments on the acquisition, including identifying any potential conflict between the public use proposed

Dean Kwasny 7/20/2022

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for the property and the purposes and terms of the conservation easement, to DWR at the P.O. Box 942836, Sacramento, CA 94236-0001, Attn: Mr. 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 above address; and
- (3) If forwarding this notice to another public entity (as stated above), please notify DWR of the entity name and contact information.

Thank you for your cooperation. If you have any comments or questions regarding the Big Notch Project or proposed acquisition, or if providing public entity contact information, you may contact me by telephone toll free at (800) 600-4397, directly at (916) 902-7198, by e-mail at Jesus.Cedeno@water.ca.gov, or at the above address.

Sincerely,

Alejandra lopez for Jesus Cedeno

Jesus Cedeño Associate Right of Way Agent

Enclosures

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

RECORDING REQUESTED BY:

Fidelity National Title Company of California

AND WHEN RECORDED MAIL TO

USDA

430 G Street, #4164 Davis, CA 95616

Escrow No.: 03-117939-MEM

Locate No.: CAFNT0957-0957-0001-0000117939

Title No.: 03-117939-KR

YCLO Recorder's Office

Freddie Oakley, County Recorder
DOC- 2005-0029264-00

Acct 102-Fidelity National Title Tuesday, JUN 21, 2005 09:19:00 Tt! Pd \$75.00

Mr-9000572368 VR8/R6/1-24

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Easement Deed

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Additional recording fee applies)

(recoveren)(10-04)

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U.S. DEPARTMENT OF AGRICULTURE COMMODITY CREDIT CORPORATION

CCC+1255

OMB No. 0578-0013

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM AGREEMENT NO. 66-9104-3-251

THIS WARRANTY EASEMENT DEED is made by and between Peter Elsen Glide, William Thornton Glide, and Michael Pearson Glide, as to an undivided 50.0% interest; Stephanie G. K. Pearson, as to an undivided 4.1415% interest; Peter E. Glide, as to an undivided 15.2861% interest; William T. Glide, as to an undivided 15.2862% interest (hereafter referred to as the "Landowner"(s), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation(CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service(NRCS). United States Department of Agriculture

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of <u>Four hundred thirty thousand</u>, <u>eight hundred twenty</u> Dollars (\$430,820.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantec, forever, all rights, title and interest in the lands comprising the easement area described in Part 1 and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land <u>in perpetuity</u> and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

<u>PART I.</u> <u>Description of the Easement Area.</u> The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

IOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

- PART II. Reservations in the Landowner on the Fasement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:
- A. <u>Title</u>. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
 - B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.

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- D. <u>Recreational Uses</u> The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. <u>Subsurface Resources</u>. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the casement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.
- PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:
- A. <u>Prohibitions</u>. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:
 - 1. having, mowing or seed harvesting for any reason:
 - 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 - 3. dumping refuse, wastes, sewage or other debris;
 - 4. harvesting wood products;
 - 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
 - 6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
 - 7. building or placing buildings or structures on the easement area;
 - 8. planting or harvesting any crop; and
 - 9. grazing or allowing livestock on the easement area.
 - 10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.
- B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.
- C. <u>Fences</u>. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.
- D. <u>Taxes</u>. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- E. Reporting. The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. <u>Limitations</u>. Compatible use authorizations will only be made if, upon a determination by CCC in the exercise of its discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

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PART V. Rights of the United States. The rights of the United States include:

- A. <u>Management activities</u>. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practicable, the United States shall utilize the access identified in exhibit B.
- C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to CCC in accordance with applicable law.
- D. <u>Violations and Remedies Enforcement</u>. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
 - 1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
 - 2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also hind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the

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	cent lands for access, and to refrain fr rposes of this easement deed.	om any activity not specifically a	allowed or that is
Dated this	day of	, 2005.	•
	Signed in Counterpart	(Seal)	
Landowner(s):		(Seal)	
	Acknowled	igment	
STATE of CA	ALIFORNIA		
COUNTY of: before me, the undersign	, on thi gned, a Notary Public in and for said	s day of state, personally appeared	, 2005,
	executed the same as free		f California
This instrument was d D.C. 20250-1400.	Irafted by the Office of the General C	ounsel, U.S. Department of Agri	culture, Washington,
	OMB DISCLOSUS	LE STATEMENT	
time for reviewing ins completing and review aspect of this collection Clearance Office OIR	en for this collection of information is tructions, searching existing data souving the collection of information. So on of information, including suggestion, Room 404-W, Washington, D.C. Project (OMB No. 0578-0013). Was	rces, gathering and maintaining t and comments regarding this bur ons for reducing this burden, to D 20250; and to the Office of Man	he data needed, and den estimate or any other lepartment of Agriculture

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SIGNATURE PAGE

Michael Pearson Glide

William Thomas Class

Peter E. Glide

Michael P. Glide

Peta Asen Alido

Peter Elsen Glide

Stephanie G. K. Pearson

William T. Glide



Michael P. Glide

SIGNATURE PAGE

Michael Pearson Glide	Peter Elsen Glide
	Stephanie G.K. Peasson
William Thorton Glide	Stephanie G. K. Pearson
Peter E. Glide	William T. Glide

ALL PUROSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA}ss.	•
COUNTY OF Marin)ss.	
On May 23, 2005	Before me, Marlin D. Woods, Notary Public,
Personally appeared 5 Tephania	SIGNER (S)
person (s) whose name (s) is/are sub to me that be/she/they executed the s	to me on the basis of satisfactory evidence), to be the scribed to the within instrument and acknowledged same in kis/her/their authorized capacity (ies), and the instrument the person (s), or the entity upon executed the instrument.
MARLIN D. WOODS Commission & 132581 Notary Public — California Contra Cesta County My Comm. Expires Oct 16, 2005	WITNESS MY HAND AND OFFICIAL SEAL NOTARY'S SIGNATURE
•	ommission expires: October 16, 2005
******	OPTIONAL,
Description Of Attached Documen	nt
Title or Type of Document: Worr	outy Easenant Doud



STATE OF <u>California</u>	·
COUNTY OF Yolo	
On May 23, 2005 before me, Mary McG	uire e of Notary Public)
personally appeared <u>Michael Pearson Glide</u> , <u>Peter Elsen Gli</u> <u>Michael P. Glide</u>	de, William Thorton Gilde, , William T. Glide and
personally known to me (or proved to me on the basis of so name(s) is/are subscribed to the within instrument and ackreame in his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the person(s)	nowledged to me that he/she/they executed the his/her/their signature(s) on the instrument the
WITNESS my handband official seal. (Signature of Notary Public)	MARY NCGUIRE COMM. # 1305814 OF ACTARY PUBLIC CALIFORNIA Yelo County My Comm Expires May 23, 2005

(This area for notarial seal)

(notary)(07-02)

812 NUL 4 6 2 6 2 0

LAUGENOUR AND MEIKLE

CIVIL ENGINEERS

Exhibit "A"

2395-7 December 10, 2003 Revised November 4, 2004 S.B.K.

EASEMENT DESCRIPTION for CALIFORNIA WATERFOWL ASSOCIATION

A PORTION OF THE GLIDE PROPERTY

An easement on that real property situate the County of Yolo, State of California, and being a portion of Section 28, Township 7 North, Range 3 East, Mount Diablo Base and Meridian, also being that parcel of land described in Document No. 2003-0020325-00, said County Records, more particularly described as follows:

BEGINNING at a 3" capped iron pipe stamped "L.S. 1880" at the Southeast corner of said Section 28 as shown on that certain Record of Survey filed in Book 8 of Maps and Surveys, at Page 19, said County Records; thence, from said POINT OF BEGINNING, and along the South line of the Southeast Quarter of said Section 28, South 89'59'11" West 2,587.30 feet to a 3" capped iron pipe stamped "L.S. 1880" at the South Quarter corner of said Section 28 as shown on said Record of Survey; thence, along the South line of the Southwest Quarter of said Section 28, South 89'58'18" West 489.02 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906"; thence, leaving said South line and along a line parallel with the West line of said Southwest Quarter, North 00'04'29" West 276.04 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906"; thence, along a line parallel with said South

line, South 89'58'18" West 603.01 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906"; thence, along a line parallel with said West line, South 00'04'29" East 276.04 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906' on said South line; thence, along said South line, South 89'58'18" West 1,541.53 feet to a 12" round wood post tagged with a nail and 1¼"



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LAUGENOUR AND MEIKLE CIVIL ENGINEERS

brass tag stamped "COR EASE L.S. 7906", said point accepted as the Southwest corner of said Southwest Quarter; thence, along the West line of said Southwest Quarter, North 00'04'29" West 51.48 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906"; thence, along a line parallel with said South line, North 89°58'18" East 230.85 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906"; thence, along a line parallel with said West line, North 00'04'29" West 192.09 feet to a 34" x 24" rebar with 11/2" aluminum cap stamped "COR EASE L.S. 7906"; thence, along a line parallel with said South line, South 89°58'18" West 230.85 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906" on said West line; thence, along said West line, North 00'04'29" West 2,393.83 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906" at the Northwest corner of said Southwest Quarter; thence, along the North line of said Southwest Quarter, North 89°55'24" East 2,627.45 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906" at the Northeast corner of said Southwest Quarter; thence, along the North line of the Southeast Quarter of said Section 28, North 89'55'24" East 1,300.05 feet to a ¾" x 24" rebar with 11/2" aluminum cap stamped "COR EASE L.S. 7906" at the Southwest corner of the South half of the Southeast Quarter of the Northeast Quarter of said Section 28; thence, along the West line of said South half, North 00'01'25" East 660.30 feet to a ¾" x 24" rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906" at the Northwest corner of said South half; thence, along the North line of said South half, North 89'54'34" East 1,302.70 feet to a $34'' \times 24''$ rebar with 1½" aluminum cap stamped "COR EASE L.S. 7906" at the Northeast corner of said South half; thence, along the East line of said Section 28, South 00'15'14" West 1,965.10 feet to 1" iron monument at the Northwest corner of Swamp Land Survey 784; thence, along the West line of Swamp Land Survey 784, South 00°06'30" East 1,338.01 feet to the POINT OF BEGINNING.

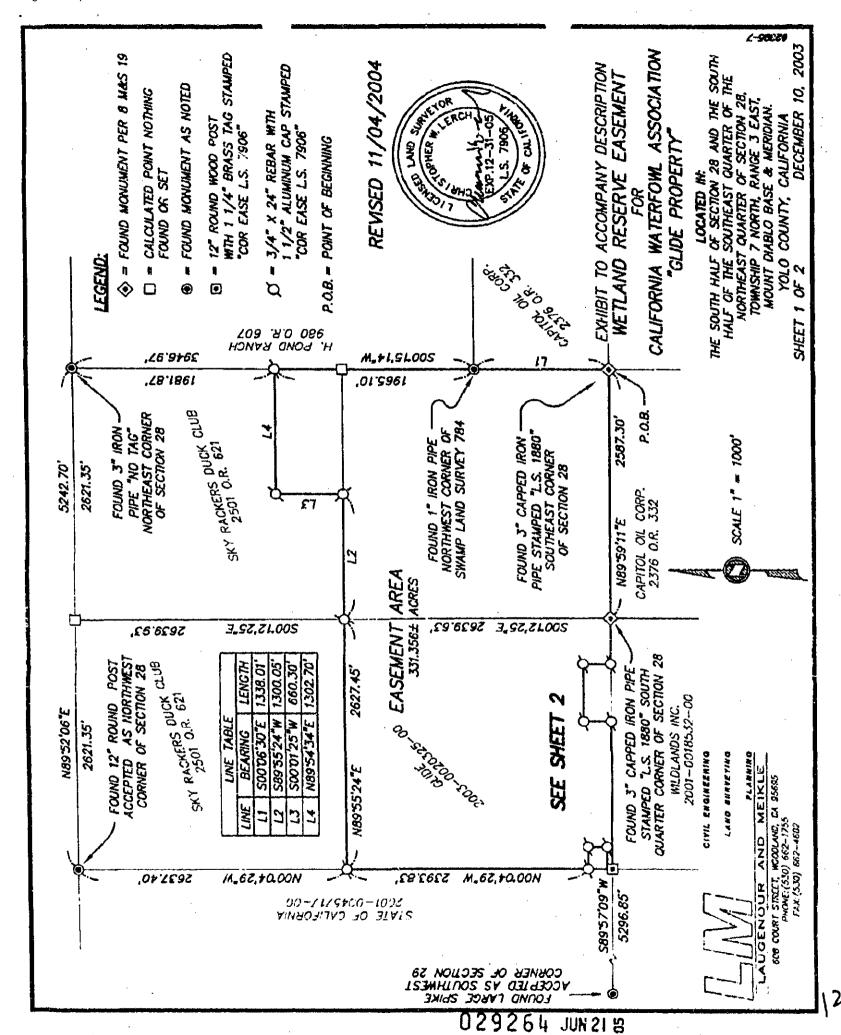
Containing 331.356 acres of land, more or less.

The basis of bearing for this description is the South line of the Southeast Quarter of said Section 28, shown as South 89'59'11"West on said Record of Survey.

End of description.

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LAUGENOUR AND MEIKLE CIVIL ENGINEERS

Exhibit "B"

2395-7 November 4, 2004 S.R.K

LAND DESCRIPTION

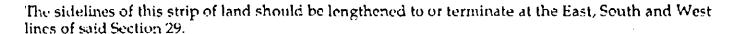
An easement for ingress and egress over that real property situate in the County of Yolo, State of California, and being a portion of Section 29, Township 7 North, Range 3 East, Mount Diablo Base and Meridian, also being a portion of that parcel of land described in Document No. 2001-0045717-00, said County Records, being more particularly described as follows:

A strip of land twenty (20.00) feet wide and lying ten (10.00) feet on each side of the following described centerline.

BEGINNING at the point of intersection of the centerline of a field road running in an East-West direction across said Section 29 with the West line of said Section 29; said point being distant North 00'04'22" West 2.98 feet from the Southwest corner of said Section 29; thence, from said POINT OF BEGINNING and along the centerline of said field road, the following fifteen (15) courses and distances:

- (1) North 69'20'57" East 82.21 feet;
- (2) North 74°12′39" East 53.93 feet;
- (3) North 82'09'40" East 42.48 feet;
- (4) North 89'48'56" East 1,517.10 feet;
- (5) South 89'43'04" East 751.77 feet;
- (6) North 84'44'31" East 134.35 feet;
- (7) North 80'50'57" East 206.97 feet;
- (8) North 88'08'25" East 114.75 feet;
- (9) South 78'30'27" East 226.83 feet;
- (10) North 89*49'59" East 212.31 feet;
- (11) North 89°43′26" East 972.45 feet;
- (12) South 89"36'56" East 762.35 feet;
- (13) South 84°03′35" East 105.94 feet;
- (13) South 88"22'22" East 51.33 feet;

and (14) North 87'36'06" East 78.23 feet to a point on the East line of said Section 29.



The total length of the described centerline is 5,313.02 linear feet.

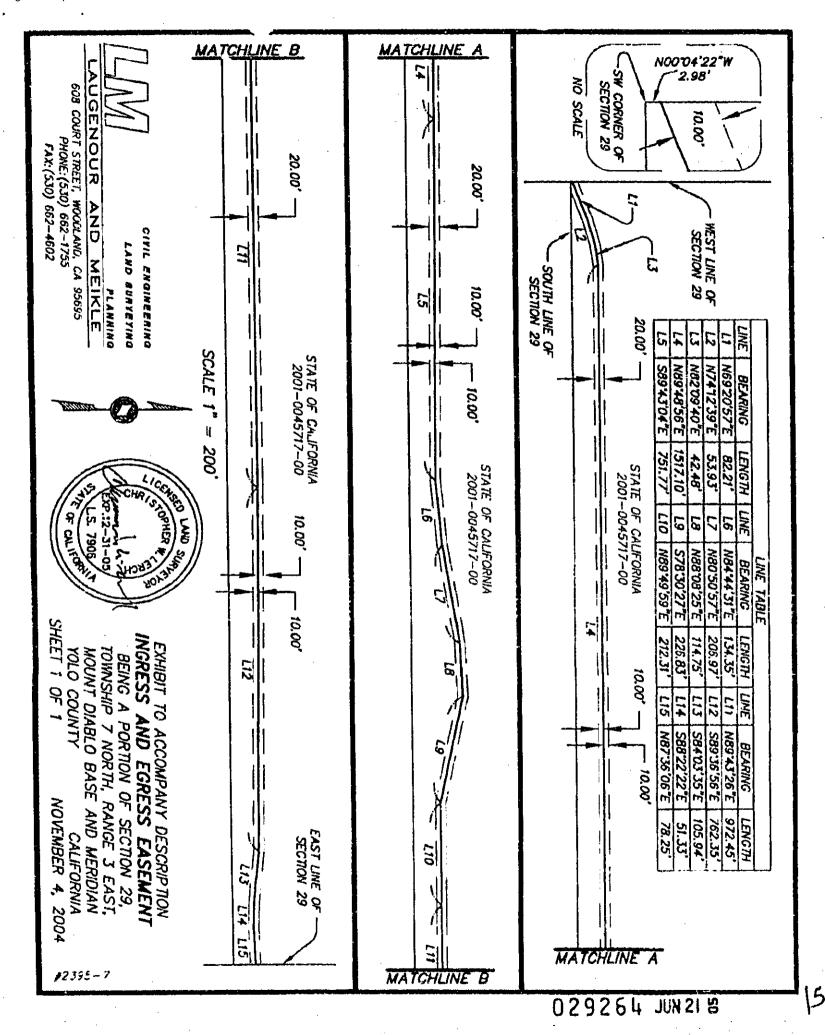
The basis of bearings for this description is the West line of said Section 29, shown as North 0004'22". West on that certain Record of Survey filed in Book 8 of Maps and Surveys, at Pages 30 thru 38, said County Records.

End of description.

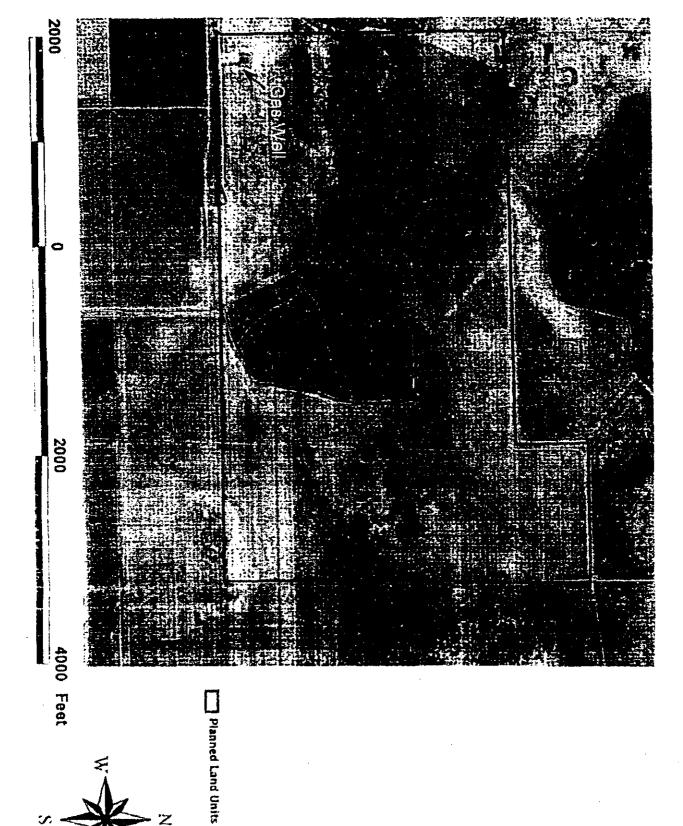
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Non-Order Search Doc: CAYOLO:2005 00029264



Mike Gldie WRP



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Exhibit C to Warranty Easement Deed

Revised July 7, 1998

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

	This Indemnification and Hold Harmless Agreement ("Agreement") is made this day
of	2005 by and between NATURAL RESOURCES CONSERVATION
SER	VICE, United States Department of Agriculture ("NRCS"), and Peter Elsen Glide, William
Tho	enton Glide, and Michael Pearson Glide, as to an undivided 50.0% interest; Stephanie G. K.
Pear	son, as to an undivided 4.1415% interest; Peter E. Glide, as to an undivided 15.2861% interest;
Will	iam T. Glide, as to an undivided 15.2862% interest; Michael P. Glide, as to an undivided
15.2	862% interest (the "Landowners").

- 1. NRCS has entered into an agreement with Landowners whereby certain real property owned by Landowners and more particularly described in Exhibit A, which is attached hereto and made a part hereof ("Property") will become subject to a Wetlands Reserve Program Easement and associated documents, all of which are herein called WRP documents.
- 2. Based upon a Preliminary Report from <u>Fidelity National Title Company</u>, dated <u>May 4, 2004</u>, Order Number 117939 ("Preliminary Report") the title held by Landowners to the Property appears to be subject to an exception of certain outstanding interests in waters, minerals, oil, gas and other hydrocarbon substances, and other gaseous materials located on, in or under the Property, (collectively "Outstanding Mineral Interests"), which are shown in either the Preliminary Report exceptions and/or the legal description of the property.
- 3. Because of the objectives of the Wetlands Reserve Program as set forth in the WRP documents, it is necessary to limit the seasons during which drilling is conducted on the Property subject to the WRP documents and to provide for the selection of sites for drilling and related activities that will not unreasonably interfere with the WRP documents.

NOW THEREFORE, NRCS and Landowners mutually covenant and agree as follows:

- 4. A. No drilling or other related operations, including but not limited to exploration, will be conducted by Landowner on the Property during the month of February, March, April, May and June. If parties other than Landowner conduct such activities, Landowners are subject to the indemnification and hold harmless provisions of this document.
 - B. At present, there are no drilling or other related operations, including but not limited to exploration, on the subject easement area.
 - C. NRCS will agree to the selection of drilling sites which may be used during the months of October, November, December and January. No NRCS approval will be required in the months of July, August, and September. NRCS will also agree to the location of access routes for exploration, drilling and related activities on the Property. NRCS will be reasonable in the selection of these sites and routes taking into account the standard that such agreement will

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not unreasonably interfere with the purposes of the WRP program. Any work-sites will be restored prior to January 31 of each year.

- D. Landowners, and each of them, hereby agree that they will not exercise any of their respective mineral interest in the Property, or cooperate with the owner or any Outstanding Mineral Interests, in any manner which would unreasonably interfere with the purpose of the WRP documents.
- E. If the exercise of any Outstanding Mineral Interests noted in the Preliminary Report unreasonably interferes with the purposes of the WRP documents, Landowners agree to indemnify and hold harmless NRCS for any damage to the Wetland Program Easement which are proximately caused by the exercise of any Outstanding Mineral Interests. Landowners also agree to take any action which has a reasonable chance of success, that might stop the exercise of any above mentioned Outstanding Mineral Interests.
- 5. If any party hereto fails to perform its obligations because of strikes, fires or other casualties, acts of God, legal acts of public authorities, or other causes not within the control of the party to perform, and which cannot be reasonably forecast or provided against, than that party's failure to perform shall be excused for a period equal to such cause.
- 6. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 7. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other alleged agreement, statement, or promise shall be valid or binding.
- 8. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, if the United States is the prevailing party it shall be entitled to recover reasonable attorneys' fees and costs. If the Landowners are the prevailing party, they are entitled to recover reasonable attorney's fees and costs only pursuant to the Equal Access to Justice Act (28 U.S.C. 2412 and 5 U.S.C. 504.
- 9. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 10. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

2



- 11. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
- 12. This Agreement shall be construed and governed pursuant to the applicable laws of the State of California and the laws of the United States.

NATURAL RESOURCES CONSERVATION SERVICE United States Department of Agriculture

LANDOWNER	.S:			
Signed in Coun	iterpart			
**************************************	·	به داده کیای در در در برسیویی در د		
				<u> </u>
				
				
Ву				
NOTARIZATI	ONS			

3

SIGNATURE PACE

Michael Borron Click

William Brown to

Parar E Clida

Michael Pr Glide

the Close

Peter Elsen Glide

Stephanie G. K. Pearson

William T Clida

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W

SIGNATURE PAGE

Michael Pearson Glide	Peter Elsen Glide
	Exphanic & K. Prayon
William Thorton Glide	Stephanie G. K. Pearson
Peter E. Glide	William T. Glide
Michael P. Glide	- <u>-</u>

029264 JUN218

ALL PUROSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA}ss.	
COUNTY OF Marin}ss.	
On May 23 2001	, Before me, Marlin D. Woods, Notary Public,
Personally appeared Stephania	G.K. Prevson
person (s) whose name (s) is/are-subscr to me that be/she/they executed the san	me on the basis of satisfactory evidence), to be the ribed to the within instrument and acknowledged ne in his/her/their authorized capacity (ies), and e instrument the person (s), or the entity upon ecuted the instrument.
MARUN D. WOOC6 Commission # 1305581 Notary Public — Carbonia Contra Costa County My Comm. Expires Oct 16, 2005	WITNESS MY HAND AND OFFICIAL SEAL
	NOTARY'S SIGNATURE
My com	unission expires: October 16, 2005
O	PTIONAL
Description Of Attached Document	
Title or Type of Document: Easened	7 Description For CA WATER FOUL A DOCK in tion

029264 JUN218

w

STATE OF _California_

WITNESS my hand and official seal.

(Signature of Motary Public)

COUNTY OF _Yolo
On May 23, 2005 before me, Mary McGuire
(Name of Notary Public)
personally appeared <u>Michael Pearson Glide. Peter Elsen Glide. William Thorton Gilde.</u> , William T. Glide and Michael P. Glide
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.

(This area for notarial seal)

(notary)(07-92)

029264 JUN218

United States Department of Agriculture



Natural Resources Conservation Service 430 G Street # 4164 Davis, CA 95616-4164 (530) 792-5684 (530) 792-5795 (fax)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Warranty Easement Deed dated May 23, 2005, from Peter Elsen Glide, William Thornton Glide, and Michael Pearson Glide, as to an undivided 50.0% interest; Stephanie G. K. Pearson, as to an undivided 4.1415% interest; Peter E. Glide, as to an undivided 15.2861% interest; William T. Glide, as to an undivided 15.2862% interest; Michael P. Glide, as to an undivided 15.2862% interest; Michael P. Glide, as to an undivided 15.2862% interest to the United States of America, by and through the Commodity Credit Corporation and the Natural Resources Conservation Service agencies of the U.S. Department of Agriculture is hereby accepted by the undersigned officer pursuant to the authority of Title XII of the Food Security Act of 1985, as amended (16 U.S.C.§ 3837) for the Wetlands Reserve Program. The grantee consents to the recordation thereof.

Date: 3-21.05

Raymond C. Miller, Contract Specialist USDA, Natural Resources Conservation Service

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and irr prove our natural resources and environment.

An Equal Opportunity Provider and Employer

end of document

029264 JUN218

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES
Division of Engineering
Real Estate Branch

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 033-190-011

EASE	ME	NT
(TO THE	STA	(TE

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-146

WE, PETER E. GLIDE, MICHAEL P. GLIDE, STEPHANIE G.K. PEARSON, SHARON A. GLIDE, LAURA MARION GLIDE, AND STEPHANIE DITTO, GRANT to the STATE OF CALIFORNIA, its successors or assigns, hereinafter called STATE, an EASEMENT and right of way, upon, over, and across that real property in the County of Yolo, State of California, identified in the records of the Department of Water Resources as:

DWR Parcel No.	<u>Area</u>	<u>Estate</u>
YBSH-146	340.0 AC	Flowage Easement
Described as follows:		
See EXHIBIT "A" attached hereto and n	nade a part hereof.	

herein, the real property described will control.)

(In the event of any discrepancy between the above identification and the real property described

This Easement Deed is granted effective of the State of California's acceptance of this deed, by PETER E. GLIDE, MICHAEL P. GLIDE, STEPHANIE G.K. PEARSON, SHARON A. GLIDE, LAURA MARION GLIDE, AND STEPHANIE DITTO ("Grantor") to the Department of Water Resources of the State of California, a public agency, ("Grantee"),

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

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

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

For discussion purposes only

Executed on				
GRANTOR	(S)			
STATE OF CALIFORNIA }				
	SS			
County of				
On	, 20	, before me	3,	
personally appearedsatisfactory evidence to be t	he nerson(s) wh	nose name	who proved (s) is/are subscribed to the within	to me on the basis of
			me in his/her/their authorized cap	
his/her/their signature(s) on executed the instrument.	the instrument t	the person(s), or the entity upon behalf of wh	nich the person(s) acted,
I certify under PENALTY OF	PERJURY und	der the laws	s of the State of California that the	e foregoing paragraph is
true and correct.			notary public or other officer comp	
WITNESS my hand and office	cial seal	cer	tificate verifies only the identity of	the individual who
With Loo my hand and om	olai scai		ned the document to which this co ached, and not the truthfulness, ac	
			hat document.	odiacy, or validity
[SEAL]		1	NOTARY PUBLIC IN AND FOR THE STA	TE OF CALIFORNIA
(CERTIF	ICATE OF ACC	EPTANCE,	GOVERNMENT CODE, SECTION	N 27281)
			by and through the Department of Water within deed and consents to the recorda	
IN WITNESS WHEREOF, I have he	ereunto set my han	d this	day of	, 20
			Director of Water Resources	
			Director or water resources	
			Ву	
			Attorney in Fact	

EXHIBIT "A"

YBSH-146

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 parcel of land as described in that Grant Deed 2003-0020325, recorded April 11, 2003, Official Records of Said County.

Containing 340.0 acres, more or less.

KRISTOPHER KLIMA, PLS

Yolo Bypass Big Notch Project

APN: 033-190-011

Owner: PETER E. GLIDE, WILLIAM T. GLIDE, MICHAEL P.

GLIDE & STEPHANIE G.K.

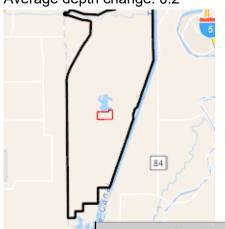
PEARSON

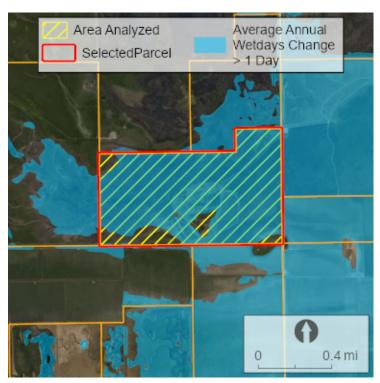
Parcel area: 336.1 acres Area within YB: 336.1 acres

Annual wetted-days
Current: 28.9

Project: 35.0 Change: 6.1

Average depth change: 0.2





Water	ter Last Day Wet¹		Wetd	lays¹	Average Depth (ft)				
Year	Current	Project	Current	Project	Daily Change ²	Current	Project		
1997	02-21	02-25	65	72	0.1	5.1	4.9		
1998	06-14	06-14	102	104	0.1	4.2	4.1		
1999	03-22	03-24	39	41	0.2	2.4	2.3		
2000	03-25	03-25	38	39	0.1	4.2	4.2		
2001			0	0	0.3		0.3		
2002	01-18	01-21	12	17	0.4	1.0	1.1		
2003	01-25	02-02	17	41	0.4	0.7	0.8		
2004	03-20	03-22	29	45	0.2	3.9	3.1		
2005	06-02	06-02	10	15	0.1	1.0	0.9		
2006	05-13	05-13	116	128	0.1	4.0	3.8		
2007			0	0					
2008			0	0	0.3	0.2	0.3		
2009			0	0	0.3		0.3		
2010		02-04	0	10	0.5	0.3	0.5		
2011	04-18	04-18	34	48	0.1	3.7	3.3		

CALIFORNIA DEPARTMENT OF WATER RESOURCES

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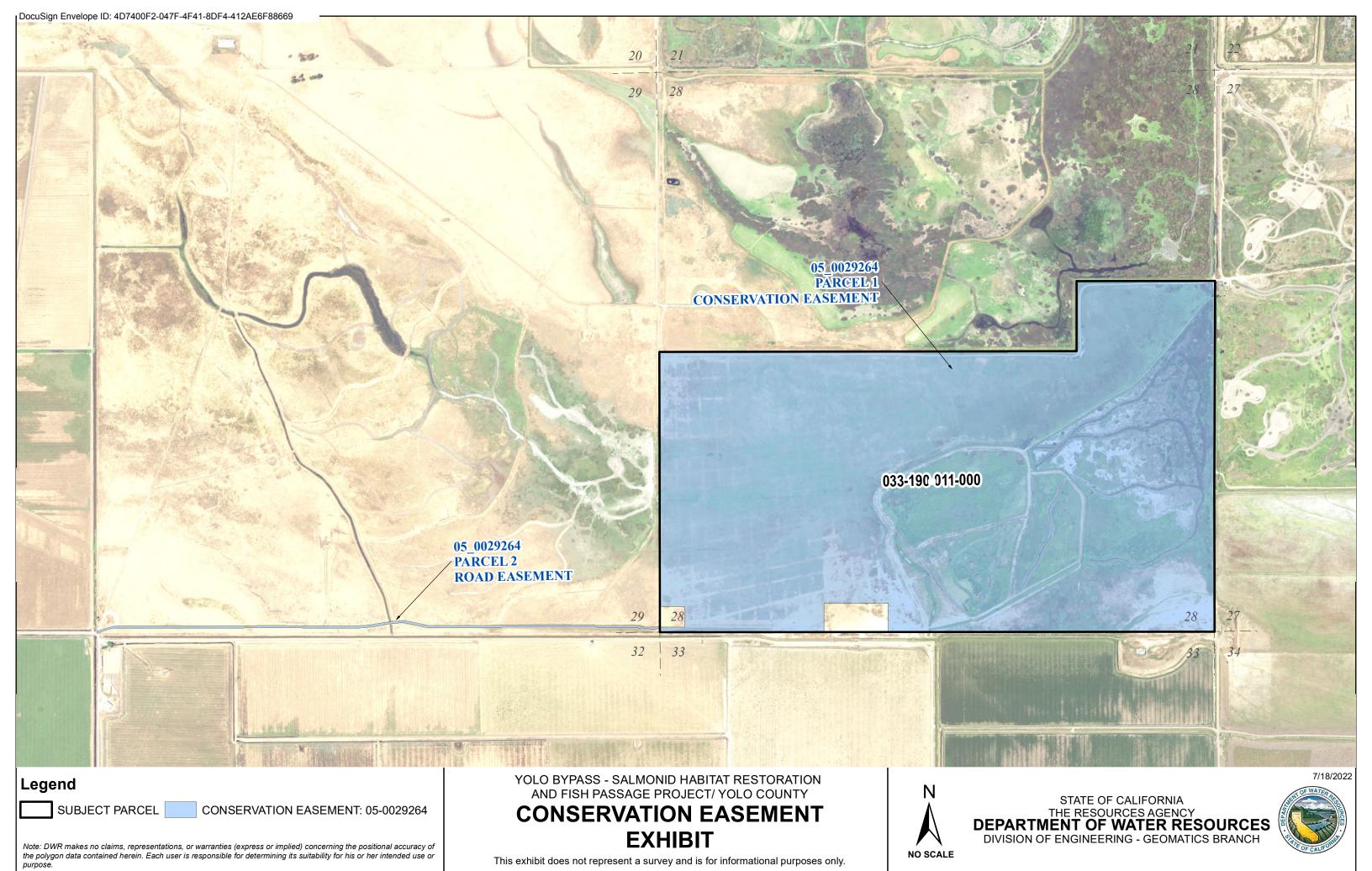
	Monthly Average			Monthly Average Percent Area (%)														
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November			0.0	0.0	100.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
December	2.5	2.0	1.3	2.4	96.6	94.7	0.8	1.3	0.6	1.1	0.3	0.8	0.2	0.5	0.3	0.5	1.1	1.2
January	4.6	3.8	6.6	9.8	81.1	75.1	2.0	3.8	1.6	3.2	1.2	2.4	0.9	1.6	1.8	2.2	11.5	11.8
February	4.6	4.2	6.1	7.5	79.4	76.4	1.5	2.5	1.2	2.0	0.8	1.4	0.7	1.0	1.5	1.7	14.8	15.0
March	3.4	3.3	8.5	8.9	75.8	74.4	2.3	2.5	2.1	2.3	1.8	2.0	1.6	1.9	3.2	3.5	13.2	13.5
April	3.7	3.6	4.2	4.2	87.2	86.9	1.3	1.5	1.0	1.1	0.8	0.8	0.7	0.7	1.6	1.6	7.3	7.4
May	1.2	1.2	1.3	1.4	96.9	96.9	0.8	0.8	0.6	0.6	0.5	0.6	0.4	0.4	0.5	0.5	0.2	0.2
June	0.9	0.9	0.9	0.9	97.7	97.7	0.9	0.9	0.6	0.6	0.3	0.3	0.2	0.2	0.2	0.2	0.0	0.0

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All information provided by the Department of Water Resources made available to provide immediate access for the convenience of interested persons. While the Department of be reliable, human or mechanical error remains a possibility. Therefore, the Department does not quarantee 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.

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



Certificate Of Completion

Envelope Id: 4D7400F2047F4F418DF4412AE6F88669 Status: Completed Subject: Please DocuSign: 158JC072022CP.docx, 2005_0029264_Deed_20050621.pdf, 146-YBSH_CP_Draft Language...

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Source Envelope:

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Signature Adoption: Pre-selected Style

Alejandra lopez for Jesus Cedeno

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Linus A. Paulus

Linus.Paulus@water.ca.gov

Manager, Acquisition and Appraisal Section

Department of Water Resources

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Witness Events	Signature	Timestamp				

Notary Events Signature **Timestamp**

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