



United States Department of Agriculture
Office of the General Counsel

Pacific Region–San Francisco Office
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San Francisco, CA 94111-2218

Telephone: 415-744-3161
E-mail: ritu.ahuja@usda.gov

October 13, 2022

VIA ELECTRONIC MAIL ONLY

Holly Geneva Stout, Esq.
California Water Commission
P.O. Box 942836
Sacramento, California 94236-0001
cwc@water.ca.gov

RE: Notice of Department of Water Resources' Intention to Condemn, DWR Parcel No.
YBSH-146

Dear Ms. Stout:

I am an attorney for the United States Department of Agriculture, and I represent the Natural Resources Conservation Service (NRCS) in the above-referenced matter. We are in receipt of the California Water Commission's September 26, 2022 communication to Dean Kwasny, notifying NRCS of the Department of Water Resources' (DWR) intention to pursue condemnation of the NRCS's real property interests in Assessor Parcel Number 033-190-011. By this letter, the United States of America, as record owner of a perpetual conservation easement over the aforementioned parcel and other parcels in the Yolo Bypass, objects to the DWR's efforts to condemn a federally held property interest.

The fee title to the property at issue is currently held by Peter E. Glide, Michael P. Glide, Stephanie GK Pearson, Sharon A. Glide, Laura Marion Glide, and Stephanie Ditto. The United States of America, by and through the NRCS, acquired a perpetual conservation easement over the property in 2005 under the Wetlands Reserve Program (WRP), Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), and through this acquisition holds the vast majority of the rights to the property. While the WRP has since been replaced by the Agricultural Conservation Easement Program (ACEP) under the Agricultural Act of 2014, Pub.L. 113-79, pursuant to the ACEP Interim Rule, easement lands previously enrolled under the Wetlands Reserve Program, including the subject conservation easement, are considered enrolled in ACEP and are subject to the same long-term stewardship and management policies and implementation funding sources as current ACEP easement acquisitions. 7 CFR 1468. Under the subject WRP easement, the NRCS has restored the land and actively works with the private landowner to manage and maintain the property as wetland and wildlife habitat.

As a preliminary matter, the Commission's September 26, 2022 notice asserts that DWR has mailed a written offer to the landowner to purchase an easement for the Yolo Bypass Salmonid Habitat and Fish Passage Project on the subject property. While DWR has been in regular

discussions with NRCS related to its desire to acquire flowage easements over the subject property, no offer of purchase has been made specifically to NRCS, and in any event, NRCS policy governing Agricultural Conservation Easement Programs, including WRP easements, as outlined in Title 440 of its Conservation Program Manual (CPM), Part 528 (“ACEP Manual”) does not allow for the sale of property rights encumbered by an NRCS conservation easement for monetary value, and therefore no offer of purchase would have been entertained.

While DWR has suggested that it intends to acquire, through condemnation or otherwise, flowage easements on the subject property *from the underlying fee title owner*, those efforts will fail because the flowage rights that DWR seeks are owned by the United States of America under the WRP easements, and not by the underlying fee title owner. As the granting clause in the WRP easement deed on the subject property, enclosed herewith, clearly demonstrates, the Grantor granted and conveyed to the United States “all rights, title and interest in the lands comprising the easement area . . . 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*” (emphasis added).

Part II of the WRP deed enumerates all the rights reserved by the Grantor under the conservation easement, including record title, quiet enjoyment, control of access, recreational uses, and subsurface resources. There is no reservation to the Grantor for flooding or flowage rights, or for any application of water to the property, and in fact, the WRP deed at Part III, A, expressly conveys those rights to the United States:

A. Prohibitions. *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:

6. diverting or causing or permitting the diversion of surface of underground water into, within, or out of the easement area by any means.

Further, in Part V., A. of the WRP deed, the United States has acquired the explicit right to undertake “any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area,” and to “apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.”

Given that the underlying fee title owner has not retained any rights to flood the property, DWR would not be able to acquire or condemn flowage easement rights from the landowner. All flowage rights on the property, except those held by the Sacramento-San Joaquin Drainage District through historic easements, are currently held by the United States of America by and through the NRCS, and therefore DWR lacks any legal basis to condemn those property rights.

Because it is a federal agency, NRCS’s interests in the conservation easement are not subject to purchase or condemnation. *Utah Power & Light Co. v. U.S.*, 243 U.S. 389, 404 (1917) (“state laws, including those relating to the exercise of the power of eminent domain, have no bearing upon” federal lands); *see also City of Sacramento v. Sec’y of Hous. & Urban Dev. Of*

Washington, D.C., 363 F. Supp. 736, 737 (E.D. Cal. 1972) (noting “the fundamental proposition that property belonging to the United States, whether used for “governmental” or “non-governmental” purposes, cannot be condemned without Congress’ consent”); *United States v. Navajo Nation*, 556 U.S. 287, 289 (2009) (“A waiver of the Federal Government’s sovereign immunity must be unequivocally expressed in statutory text, and will not be implied. Moreover, a waiver of sovereign immunity will be strictly construed, in terms of its scope, in favor of the sovereign.”). Because the United States has not waived its sovereign immunity with respect to actions brought to condemn property held by the NRCS under the WRP or ACEP, the property interests at issue cannot be acquired by DWR via condemnation, and any condemnation action the State or DWR may file against the NRCS in state court would be removed to federal court, where it would in turn likely be dismissed for lack of subject matter jurisdiction.

Rather than improperly attempting to pursue condemnation of the federally-owned interests in the subject property, DWR would need to work with NRCS and the underlying landowner if its flowage easement objectives are going to be achieved. As holder of the flowage rights over the properties, the NRCS would need to determine that the proposed use is compatible with the WRP deed, and then issue a compatible use authorization *to the landowner* under the terms of the deed and applicable regulations. *See, e.g.*, Glide, et al. WRP deed (enclosure) at Part IV; *see also* 7 CFR 1468.38(d) (“NRCS may, in its sole discretion, authorize the landowner to conduct compatible uses as defined in this part on the easement or contract area. Compatible use authorizations are time-limited and may be modified or rescinded at any time by NRCS”); ACEP Manual at 440 CPM 528.152(A)(2)). If the proposed use could not be authorized under the terms of the WRP deed, NRCS would need to pursue an easement administrative action to modify the existing WRP deed and/or subordinate its easement rights to allow the conveyance of flowage rights to DWR, once it has determined that the statutory and regulatory requirements for modifications and/or subordinations are met. *See* 16 USC § 3865d(c); 7 CFR 1468.6. In both cases, however, Landowner participation and consent is required, and for easement administrative actions, it is statutorily required. *See* 16 USC § 3865d(c)(4) (“Consent. The Secretary shall obtain consent from the landowner and eligible entity, if applicable, for any subordination, exchange, modification, or termination of interest in land, or portion of such interest, under this subsection”); *see also* 7 CFR 1468.6(a)(6); ACEP Manual at 440 CPM 528.170 (B)(3)(ii).

NRCS is currently reviewing DWR’s site specific hydrologic data to assess the compatibility of the flowage practices DWR seeks to implement with NRCS’s respective WRP easements and we have a number of concerns. Under DWR’s proposed flowage easements, a perpetual right-of-way would be acquired for the purposes of seasonal floodplain fish rearing habitat and fish passage in the Yolo Bypass. While not mentioned in the proposed easement, this proposal appears to be based on Alternative 1 – environmentally preferable alternative – presented in the Yolo Bypass Salmonid Habitat Restoration and Fish Passage Project (Project) Environmental Impact Statement/Environmental Impact Report (EIS/EIR). Alternative 1 would allow flows up to 6,000 cfs, depending on Sacramento River elevation, through the gated notch in the Fremont Weir.

Our first concern with the language in the proposed flowage easement is that it would provide DWR the right for the flowage of water as may be required for the present *and future* permitted

construction and operation of fish passage and floodplain restoration projects. NRCS cannot make a compatibility determination on future permitted construction and operation of the fish passage and floodplain restoration project that amounts to a change in the Project not previously analyzed. Any future changes to operation of the Project, including an increase in flow through the Fremont Weir from the proposed 6,000 cfs, would require additional environmental analyses. Such a future Project would also require an additional compatibility determination by NRCS, but this cannot occur until such an alternative has been sufficiently analyzed in a future environmental analysis, which would allow NRCS to ensure that proposed future modifications do not impact our conservation interests in the easement property. For this reason alone, the proposed flowage uses as currently described in the DWR easements are overbroad and overly burdensome, and could not be deemed compatible with the WRP easements.

Our second concern is the overly burdensome language of the flowage easement that includes the right to flow water and materials and *by said flow erode; or place or deposit earth, debris, sediment, or other material*. This language places the responsibility for remediation of any environmental damage caused by DWR flowage operations upon the underlying landowner when trash is deposited or when earth, debris, sediment or erosion damages the wetland infrastructure needed to manage and maintain wetland habitat on the conservation easement property. While NRCS understands that the Yolo Bypass floods under current operations and has the potential to already erode, place or deposit earth, debris, sediment and other material under existing flood flowage easements, DWR's proposed use will incrementally increase the frequency and volume of flooding from current baseline conditions without any consideration of the potential impacts to the underlying landowner's management and use of the property, nor to the NRCS's investment in the seasonal wetland and upland habitat restored on the conservation easement.

Given these significant concerns with the flowage practices described in DWR's proposed flowage easement, we request that DWR reinitiate discussions with NRCS and the affected fee title owner to seek agreement on reasonable compensatory measures to ensure that flood flows are managed to produce the desired fish benefits while not unreasonably interfering with the purposes, habitat, and infrastructure of the NRCS conservation easement and the landowner's use and enjoyment of the property.

The NRCS has been engaged in discussions with DWR for nearly two years to find a mutually agreeable and beneficial solution that addresses DWR's need to utilize the property while still protecting the WRP easement and involving the underlying fee title owner, as their participation and consent in any solution would be required under the WRP deeds and the ACEP statute, regulation and policy. NRCS is interested in continuing to explore all possible solutions which would meet these requirements and allow DWR to obtain the requisite authorization to effectuate its salmonid habitat restoration and fish passage project.

Please let Dean Kwasny, NRCS Easement Programs Specialist, know if you have any questions related to this letter or the status of the ongoing discussions with DWR. Mr. Kwasny can be reached at Dean.Kwasny@usda.gov or by phone at (530) 304-2355.

Regards,

A handwritten signature in blue ink, appearing to be 'Ritu Ahuja', with several overlapping loops and lines.

Ritu Ahuja
Attorney

cc: Dean Kwasny, NRCS

Encl.

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



Yolo Recorder's Office
Freddie Oakley, County Recorder
DOC- 2005-0029264-00

Acct 102-Fidelity National Title
Tuesday, JUN 21, 2005 09:19:00
Ttl Pd \$76.00 Nbr-0000572368
VRB/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)

(recovery)(10-04)

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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; Michael P. 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 Four hundred thirty thousand, eight hundred twenty 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 Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I 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 in perpetuity 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.

PART I. Description of the Easement Area. 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.

TOGETHER 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 Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. **Title.** 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. Recreational Uses. 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. Subsurface Resources. 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 easement 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. Prohibitions. *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. haying, 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. Fences. 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. Taxes. 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. Limitations. 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.

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

A. **Management activities.** 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. **Violations and Remedies - Enforcement.** 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 bind 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

easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this _____ day of _____, 2005.

Landowner(s): Signed in Counterpart (Seal)
_____ (Seal)

Acknowledgment

STATE of CALIFORNIA

COUNTY of: _____, on this _____ day of _____, 2005,
before me, the undersigned, a Notary Public in and for said state, personally appeared _____

known or proved to me to be the person(s) described in and who executed the foregoing instrument, and
acknowledged that _____ executed the same as _____ free act and deed,

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal the day and year first above
written.

(NOTARIAL SEAL)

Notary Public for the State of California
Residing at _____
My Commission Expires: _____

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington,
D.C. 20250-1400.

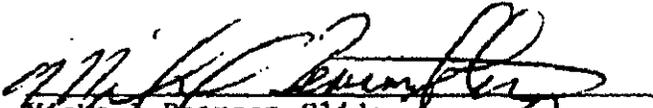
OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the
time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and
completing and reviewing the collection of information. Send comments regarding this burden estimate or any other
aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture
Clearance Office OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget,
Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.

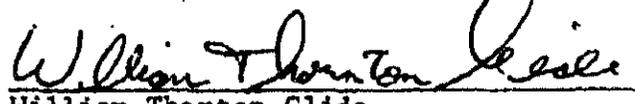
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SIGNATURE PAGE

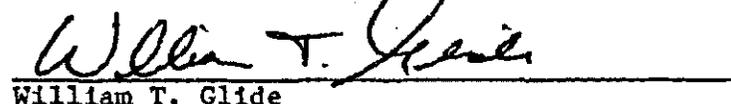

Michael Pearson Glide

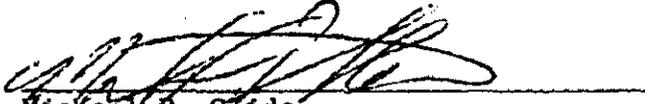

Peter Elsen Glide


William Thorton Glide

Stephanie G. K. Pearson


Peter E. Glide


William T. Glide


Michael P. Glide

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SIGNATURE PAGE

Michael Pearson Glide

William Thorton Glide

Peter E. Glide

Michael P. Glide

Peter Elsen Glide

Stephanie G. K. Pearson
Stephanie G. K. Pearson

William T. Glide

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ALL PUROSE ACKNOWLEDGEMENT

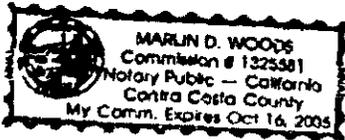
STATE OF CALIFORNIA}ss.

COUNTY OF Marin}ss.

On May 23, 2005, Before me, Marlin D. Woods, Notary Public,
DATE NOTARY

Personally appeared Stephanie G.K. Pearson
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

[Signature]

NOTARY'S SIGNATURE

My commission expires: October 16, 2005

-----**OPTIONAL**-----

Description Of Attached Document

Title or Type of Document: Warranty Easement Deed

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STATE OF California

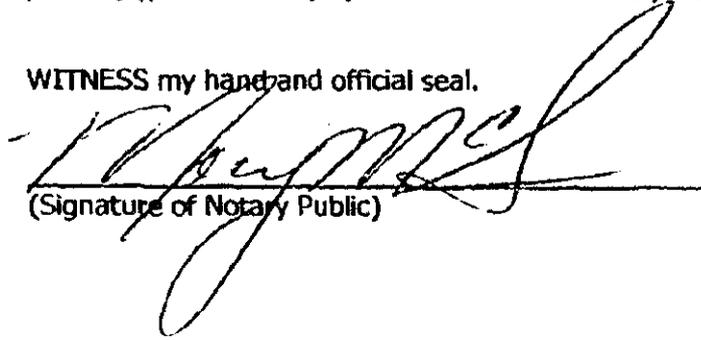
COUNTY OF Yolo

On May 23, 2005 before me, Mary McGuire
(Name of Notary Public)

personally appeared Michael Pearson Glide, Peter Elsen Glide, William Thorton Glide, 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.

WITNESS my hand and official seal.


(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-02)

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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 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 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 1½" 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 ¾" x 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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Page 2 of 2

029264 JUN 21 05

LEGEND:

- ◊ = FOUND MONUMENT PER 8 M&S 19
 - = CALCULATED POINT NOTHING FOUND OR SET
 - ⊙ = FOUND MONUMENT AS NOTED
 - ⊠ = 12" ROUND WOOD POST WITH 1 1/4" BRASS TAG STAMPED "COR EASE L.S. 7906"
 - ⊡ = 3/4" X 24" REBAR WITH 1 1/2" ALUMINUM CAP STAMPED "COR EASE L.S. 7906"
- P.O.B. = POINT OF BEGINNING

REVISED 11/04/2004

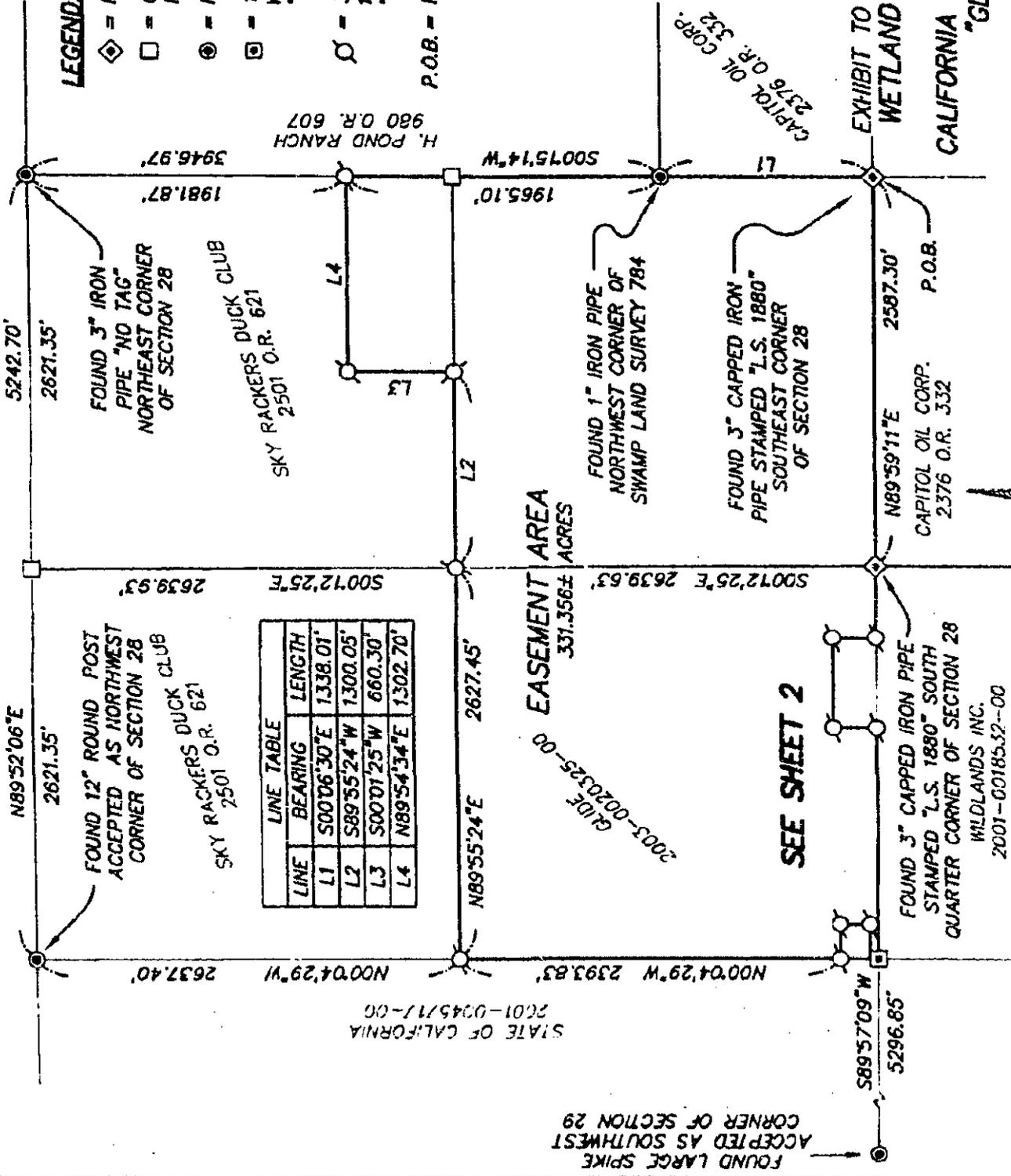


EXHIBIT TO ACCOMPANY DESCRIPTION
WETLAND RESERVE EASEMENT
 FOR
CALIFORNIA WATERFOWL ASSOCIATION
 "GLIDE PROPERTY"

LOCATED IN:
 THE SOUTH HALF OF SECTION 28 AND THE SOUTH
 HALF OF THE SOUTHEAST QUARTER OF THE
 NORTHEAST QUARTER OF SECTION 28,
 TOWNSHIP 7 NORTH, RANGE 3 EAST,
 MOUNT DIABLO BASE & MERIDIAN,
 YOLO COUNTY, CALIFORNIA

SHEET 1 OF 2 DECEMBER 10, 2003

SCALE 1" = 1000'



LINE	BEARING	LENGTH
L1	S00°06'30"E	1338.01'
L2	S89°55'24"W	1300.05'
L3	S00°01'25"W	660.30'
L4	N89°54'34"E	1302.70'

EASEMENT AREA
 331.356± ACRES

SEE SHEET 2

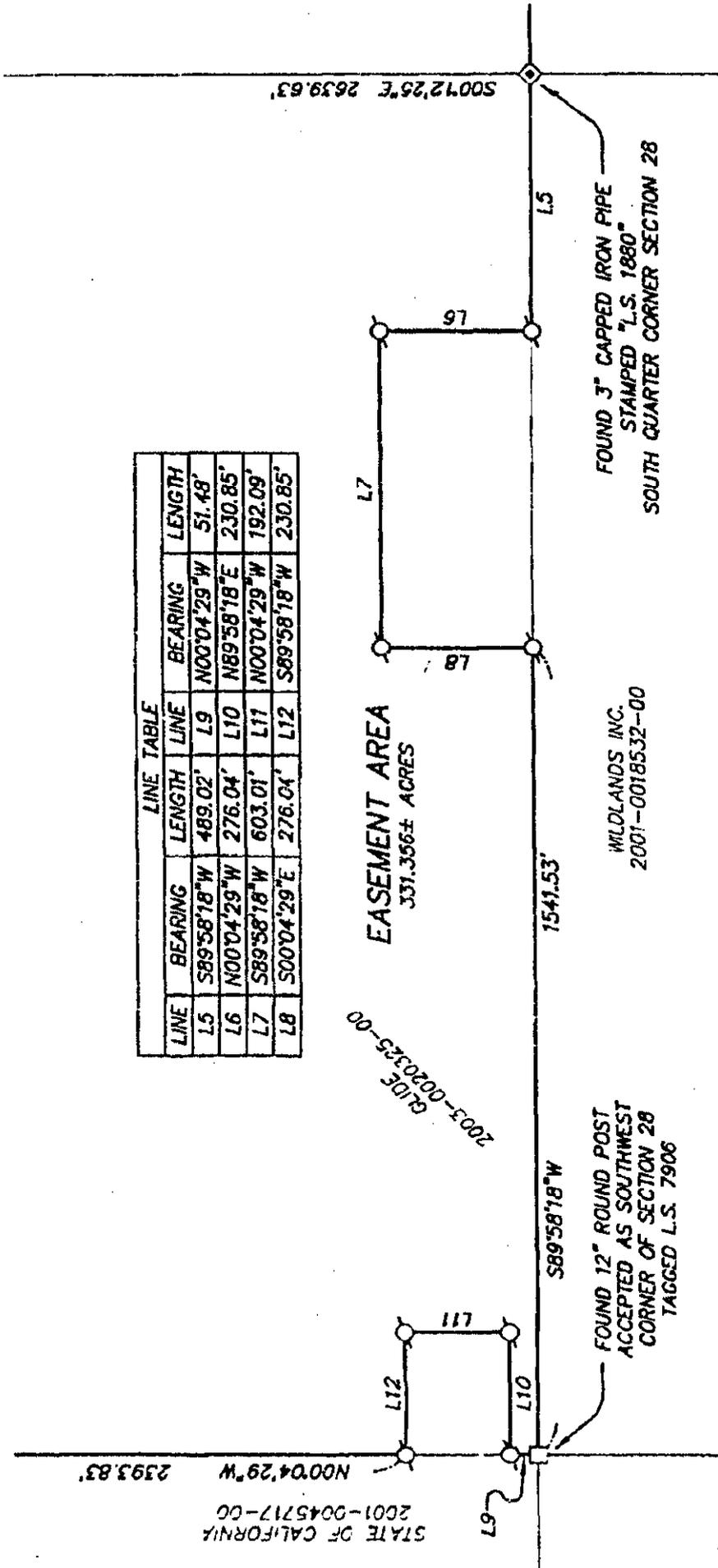
FOUND 3" CAPPED IRON PIPE
 STAMPED "L.S. 1880" SOUTH
 QUARTER CORNER OF SECTION 28
 WILDLANDS INC.
 2001-00185.52--00

CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING



LAUGENOUR AND MEIKLE
 608 COURT STREET, WOODLAND, CA 95668
 PHONE: (530) 662-1755
 FAX: (530) 662-4602

LINE TABLE			
LINE	BEARING	LENGTH	LINE
L5	S89°58'18"W	489.02'	L9
L6	N00°04'29"W	276.04'	L10
L7	S89°58'18"W	603.01'	L11
L8	S00°04'29"E	276.04'	L12
			L12
			S89°58'18"W
			230.85'



EASEMENT AREA
331.356± ACRES

FOUND 12" ROUND POST
ACCEPTED AS SOUTHWEST
CORNER OF SECTION 28
TAGGED L.S. 7906

FOUND 3" CAPPED IRON PIPE
STAMPED "L.S. 1880"
SOUTH QUARTER CORNER SECTION 28

WLDLANDS INC.
2001-0018532-00

LMM
CIVIL ENGINEERING
LAND SURVEYING
PLANNING
LAUGENOUR AND MEikle
508 COURT STREET, WOODLAND, CA 95695
PHONE: (530) 662-1755
FAX: (530) 662-4602



SCALE 1" = 300'

EXHIBIT TO ACCOMPANY DESCRIPTION
WETLAND RESERVE EASEMENT
FOR
CALIFORNIA WATERFOWL ASSOCIATION
"GLIDE PROPERTY"
YOLO COUNTY, CALIFORNIA
NOVEMBER 4, 2004
SHEET 2 OF 2

029264 JUN 21 18

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Exhibit "B"

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

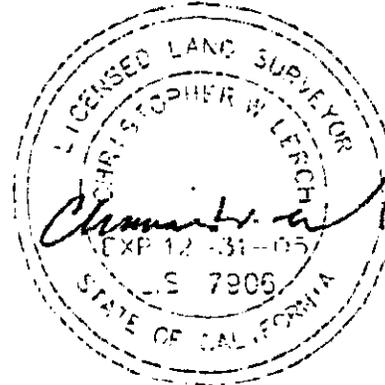
LAND DESCRIPTION

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 78.25 feet to a point on the East line of said Section 29.



The sidelines of this strip of land should be lengthened to or terminate at the East, South and West lines of said Section 29.

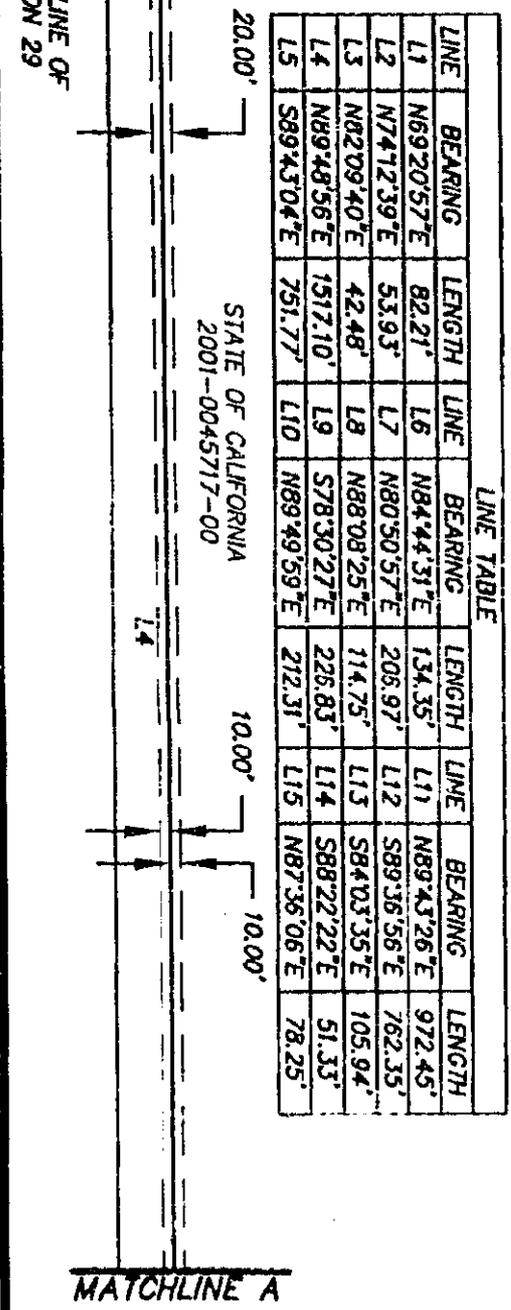
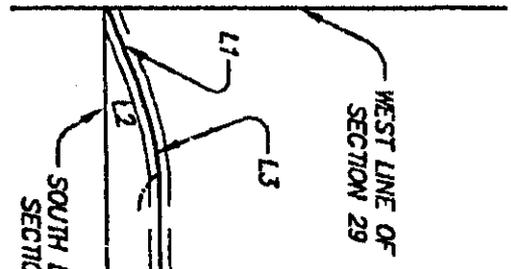
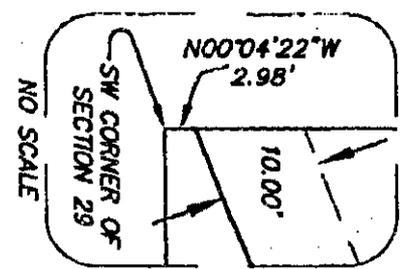
The total length of the described centerline is 5,313.02 linear feet.

The basis of bearings for this description is the West line of said Section 29, shown as North 00°04'22" West on that certain Record of Survey filed in Book 8 of Maps and Surveys, at Pages 30 thru 38, said County Records.

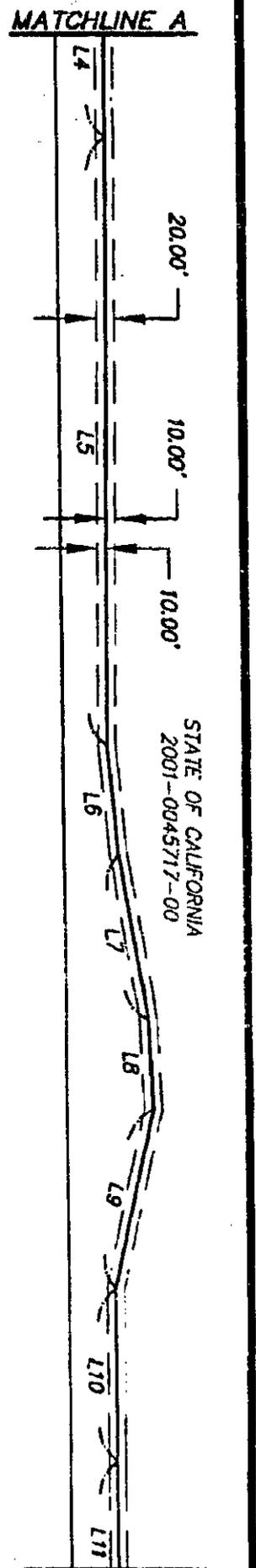
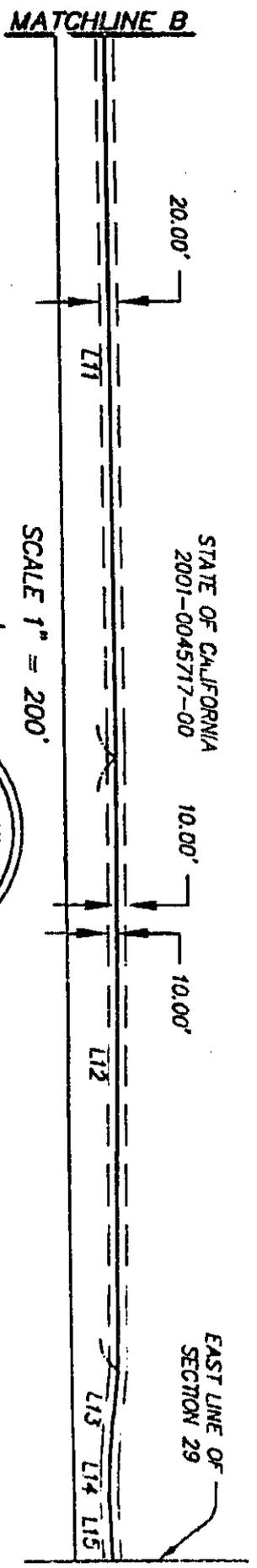
End of description.

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LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N69°20'57\"/>				
L2	N74°12'39\"/>				
L3	N82°09'40\"/>				
L4	N89°48'56\"/>				
L5	S89°43'04\"/>				
L6	N84°44'31\"/>				
L7	N80°50'57\"/>				
L8	N88°08'25\"/>				
L9	S78°30'27\"/>				
L10	N69°49'59\"/>				
L11	N89°43'26\"/>				
L12	S89°36'56\"/>				
L13	S84°03'35\"/>				
L14	S88°22'22\"/>				
L15	N87°36'06\"/>				
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L M
LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING
 608 COURT STREET, WOODLAND, CA 95695
 PHONE: (530) 662-1755
 FAX: (530) 662-4602



EXHIBIT TO ACCOMPANY DESCRIPTION
INGRESS AND EGRESS EASEMENT
 BEING A PORTION OF SECTION 29,
 TOWNSHIP 7 NORTH, RANGE 3 EAST,
 MOUNT DIABLO BASE AND MERIDIAN
 YOLO COUNTY
 CALIFORNIA
 NOVEMBER 4, 2004

#2395-7

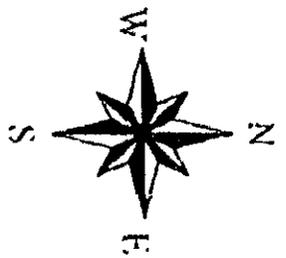
029264 JUN 21 5

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Mike Gldie WRP



Planned Land Units



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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 SERVICE, United States Department of Agriculture ("NRCS"), and 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 (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 Fidelity National Title Company, dated May 4, 2004, 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.

- 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

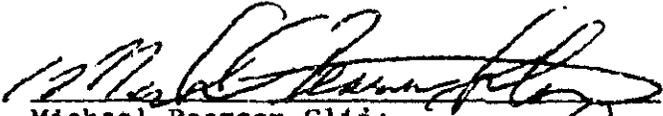
LANDOWNERS:

Signed in Counterpart

By _____

NOTARIZATIONS

SIGNATURE PAGE


Michael Pearson Glide


Peter Elsen Glide


William Thorton Glide

Stephanie G. K. Pearson


Peter E. Glide


William T. Glide


Michael P. Glide

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W

SIGNATURE PAGE

Michael Pearson Glide

William Thorton Glide

Peter E. Glide

Michael P. Glide

Peter Elsen Glide

Stephanie G. K. Pearson

Stephanie G. K. Pearson

William T. Glide

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ALL PUROSE ACKNOWLEDGEMENT

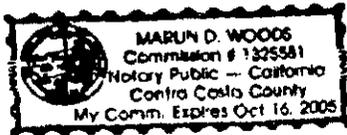
STATE OF CALIFORNIA}ss.

COUNTY OF Marin}ss.

On May 23 2005, Before me, Marlin D. Woods, Notary Public,
DATE NOTARY

Personally appeared Stephanie G.H. Pearson
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

[Signature]
NOTARY'S SIGNATURE

My commission expires: October 16, 2005

-----OPTIONAL-----

Description Of Attached Document

Title or Type of Document: Expenditure Description For CA Water Fuel Association

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STATE OF California

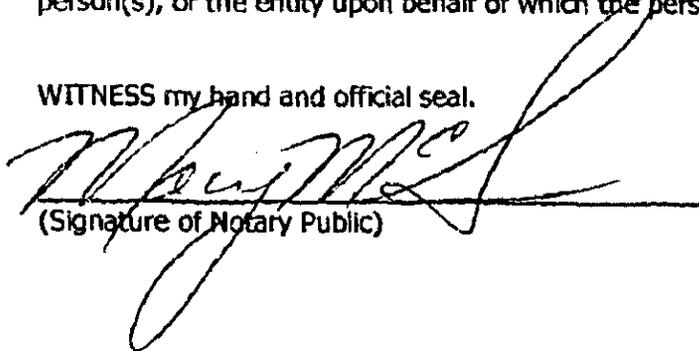
COUNTY OF Yolo

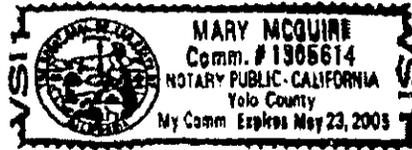
On May 23, 2005 before me, Mary McGuire
(Name of Notary Public)

personally appeared Michael Pearson Glide, Peter Elsen Glide, William Thorton Glide, 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.

WITNESS my hand and official seal.


(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-02)

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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 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

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 improve our natural resources and environment.

An Equal Opportunity Provider and Employer

END OF DOCUMENT

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