

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



4/11/2022

National Resources Conservation Service
c/o Dean Kwasny
California State Offices
430 G Street, #4164
Davis, CA 95616-4164

Dear Mr. 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.

Our records indicate that National Resources Conservation Service (NRCS) holds a conservation easement identified as Document No. 1993_0035054 in the Official Records of Yolo County (attached) upon property identified as Yolo County Assessor's Parcel No. 033-220-052, also known as DWR Parcel No. YBSH-137. DWR Parcel No. YBSH-137 is owned by EIP California LLC, a California Limited Liability Company (EIP), and is within the Big Notch Project area, and DWR is proposing to acquire a flowage easement over the entire property of the property in conjunction with the Big Notch Project. A copy of the right of way appraisal map depicting the DWR Parcel No. YBSH-137 containing your conservation easement is attached to this letter.

This 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 NRCS 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 you

and any public agencies that funded, or required for permitting, the conservation easement. In addition, you may submit written comments on the acquisition, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, to DWR at the P.O. Box 942836, Sacramento, CA 94236-0001, Attn: Ashley Wilson, 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;

(2) Inform each public entity that it may also submit written comments, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, within 45 days from the date of this notice, and that any comments should be submitted to DWR at the address provided on the previous page;

(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 telephone at (916) 902-6718, by email at Ashley.Wilson@water.ca.gov, or at the address provided on the previous page.

Sincerely,

Ashley Wilson

Ashley Wilson
Right of Way Agent

Attachments

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Name _____
Street _____
Address _____
City & _____
State _____

TONY BERNHARD
COUNTY RECORDER

035054

93 OCT 28 AM 9:37

OFFICIAL RECORDS
YOLO CO.-CALIF.
RECORD REQUESTED BY:

First American Title Co. 59

Reproduce Locally Include form number and date on all reproductions

ASCS-897
12-06-92

U.S. Department of Agriculture
Agricultural Stabilization and Conservation Service

After Recording Return to:
USDA-Agricultural Stabilization
Conservation Service
1303 J Street, suite 300
Sacramento, CA 95814

WETLANDS RESERVE PROGRAM
EASEMENT

ORDER No. 86339

THIS EASEMENT is made this 22nd day of October, 1993, by and between
LAUREL G. RANCH CORPORATION, A CALIFORNIA CORPORATION
whose address is 525 Morse Avenue, Suite 101, Sacramento, CA 95864
(Landowner), and the United States of America by and through the Agricultural Stabilization and Conservation Service (ASCS), an
agency of the United States Department of Agriculture. The Landowner and ASCS are jointly referred to as the "Parties".

This conveyance is in conjunction with Wetlands Reserve Program (WRP) contract number 14, in the County
(Borough or Parish) of Yolo, State of California.

FOR AND IN CONSIDERATION of the above referenced WRP easement, and/or other good and valuable consideration, receipt
of which is hereby acknowledged, the Landowner does hereby grant and convey to ASCS all right, title and interest in the property
described in Part II, Paragraph A, including appurtenant rights of access described in Part II, Paragraph E. Those rights specified
in Part III, Paragraph D are reserved to the landowner for the duration of the easement specified in Part II, Paragraph D, of this
document. By this easement, the Landowner covenants compliance with the terms and conditions enumerated for the use of lands
described in this document, and will refrain from any activity not specifically allowed or inconsistent with the purposes of this
easement or with the exercise of the rights granted to ASCS or its representatives.

PART I - PURPOSE AND AUTHORITY

- A. Purpose. The purpose of this easement is to restore, protect and maintain the functional values of wetlands and other eligible
lands for wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values,
and environmental education. The details of how this is to be accomplished are provided in the Wetlands Reserve Plan of
Operation (WRPO) developed for the easement area. Summary of the WRPO is attached and such summary is incorporated
by reference as a part of this easement.
- B. Authority. Food Security Act of 1985, as amended (16 U.S.C. 3801 et. s. q.).

PART II - PROPERTY DESCRIPTION

- A. Easement Area. The property encumbered by this Wetlands Reserve Program easement is described as follows: [Provide a legal
description of the land comprising the easement area. Append a plat (photocopy) as Exhibit A.]

All that portion of Section 3, Township 6 North, Range 3 East, M.D.B.&M., described
as follows:

Beginning at a point in said Section 3, from which point of beginning the Northeast
corner of said Section 3 bears the following two courses: (1) North 70° 21' 24" East 33.14
feet and (2) South 88° 40' 26" East 518.32 feet; thence from said point of beginning
South 20° 53' 36" West 5447.85 feet; thence North 89° 56' 04" West 1373.79 feet; thence
North 00° 06' 35" East 2521.95 feet; thence North 89° 51' 01" West 1460.62 feet; thence
North 00° 05' 49" East 2676.16 feet; thence South 89° 00' 42" East 4679.48 feet to the
point of beginning; containing 361.4 acres more or less.

10-25-93 1:06:45

5. In addition, the Landowner agrees to refrain from engaging in the following activities on land owned by the Landowner:
[Insert "NONE" unless otherwise specified by ASCS]

See Summary of Wetland Reserve Plan of Operations for Laurel G. Ranch (348 acres)
attached hereto as Exhibit "B"

C. Definitions. For purposes of this easement:

1. "Easement Area" means the land on which the approved practices are required. The legal description of the easement area is described in Part II, Paragraph A, of this document and is depicted in Exhibit A. To the extent of any conflict with Exhibit A, the land descriptions in this document shall control.
2. "Easement Practice" means the wetland and easement area development restoration measures agreed to in the attached WRPO summary to accomplish the desired program objectives.
3. "Landowner" means the person who has title to the easement area. "Landowner" shall also include such person's heirs, successors and assigns.
4. Wetlands Reserve Plan of Operation (WRPO) means that plan which prescribes implementation measures for the Wetlands Reserve Program contract referenced above. The WRPO is available for inspection at the County ASCS Office in the county identified above.

D. Duration of Easement.

1. This easement shall continue in perpetuity unless D 2 has been completed by ASCS.
2. This easement will terminate at 12:00 noon on _____, Upon termination of the easement, all right, title, and interest in the property conveyed by this easement shall vest with the current owner of the easement area.

01000 1007013

- E. Access. The Landowner grants to the ASCS and its representative, a right of access to the easement area. Such access shall be for any purposes ASCS or its representative determines necessary to ensure compliance with the WRPO and the easement. Establishment and maintenance of such access shall be the responsibility of the Landowner and all costs resulting from access establishment and maintenance shall be borne by the Landowner. ASCS will pay the fair market value of a planted crop destroyed because of ASCS exercising its right of access to the easement area. The landowner is free to locate and relocate the place of access as the landowner deems desirable, provided that such location is sufficient to provide reasonable access to the easement area.

PART III - COVENANTS BY THE LANDOWNER

- A. Title. The Landowner covenants that the Landowner is vested with good title to the easement area and will warrant and defend unto ASCS the same against all claims and demands including, but not limited to, claims and demands against ASCS' quiet and peaceable use and enjoyment of the easement area and the right of access granted herein.
- B. Easement Practices.
1. Compliance. The Landowner shall comply with all easement practices specified in the WRPO. In the event of a conflict or ambiguity between the WRPO or this easement, the provisions of this easement shall prevail.
 2. Costs Incurred in Implementing the WRPO. All costs involved in the implementation of the WRPO and the right of access granted to ASCS and its representatives, or otherwise incurred with respect to the maintenance of the easement area shall, together with all other charges associated with the easement area, including taxes, be the responsibility of the Landowner.
 3. ASCS Rights to Inspect Property and Perform Work on the Property. By this easement, ASCS and its authorized representatives have a right of access to the easement area, including but not limited to, the right to inspect the easement area, and, if necessary, the right to perform measures necessary to maintain the easement practices specified in the attached WRPO summary.
- C. ASCS Rights Run with the Land and Bind the Landowner's Successors. The rights granted to ASCS in this easement run with the land and shall be superior to the rights of all others in the easement area. All obligations of the Landowner under this easement shall also bind the Landowner's heirs, successors, and assigns.
- D. Use of the Easement Area. The Landowner shall have the right to quiet enjoyment of the easement area and to control access by the general public consistent with the terms of this easement and the WRP regulations. When specified in the attached WRPO summary, such rights may also include regulated hunting and fishing, periodic timber harvesting, and haying or grazing.
- E. Violations. If there is any failure to comply with the provisions of this easement and the WRPO; to provide access to the easement area; to establish and maintain the easement practice as specified in the WRPO; or to comply with such WRPO, ASCS, or its authorized representative, may enter onto the property to perform the necessary work, seek specific performance, or seek any other legal remedy provided by law. All expenses incurred by the United States of America (including any legal fees or attorney fees) thereby incurred shall be assessed against the Landowner.
- F. Prohibitions. No action shall be taken on the easement area by the Landowner, the landowner's representative, heirs, successors or assigns, unless such action is in accordance with the WRPO, this easement, and the WRP regulations. Generally, unless specified in the attached WRPO Summary, such prohibitions include, but are not limited to the following:
1. No structures may be built.
 2. No agricultural commodities may be planted for harvest.

APR 25 61
PART 047

- 3. No alteration of the hydrology on the easement area may be done.
- 4. No alteration of the wildlife habitat or other natural land features of the easement area may be done.

IN WITNESS WHEREOF, the Landowner hereunto sets hand(s) and seal(s) on the day of year first written above.

Grantor(s) Laurel G. Ranch Corporation,
a California corporation

[Signature]
Treasurer

[Signature]
President

(Acknowledgment in accordance with State or Local Practice)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CALIFORNIA
 County of YOLO
 On 03/03/93 before me, EILEEN F. CRUZ, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
 personally appeared ANDREW OFSTRATIS
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

[Signature]
 EILEEN F. CRUZ
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
CR - Treasurer
TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT WETLANDS RESERVE PROGRAM EASEMENT

NUMBER OF PAGES 2 DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

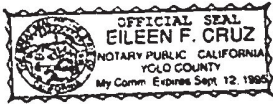
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CALIFORNIA }
 County of Yuba }
 On 11/27/95 before me, EILEEN F. CRUZ, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
 personally appeared JOSEPH I. SZABO
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Eileen F. Cruz
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT WETLANDS RESERVE PROGRAM EASEMENT

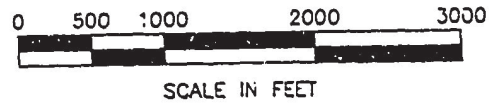
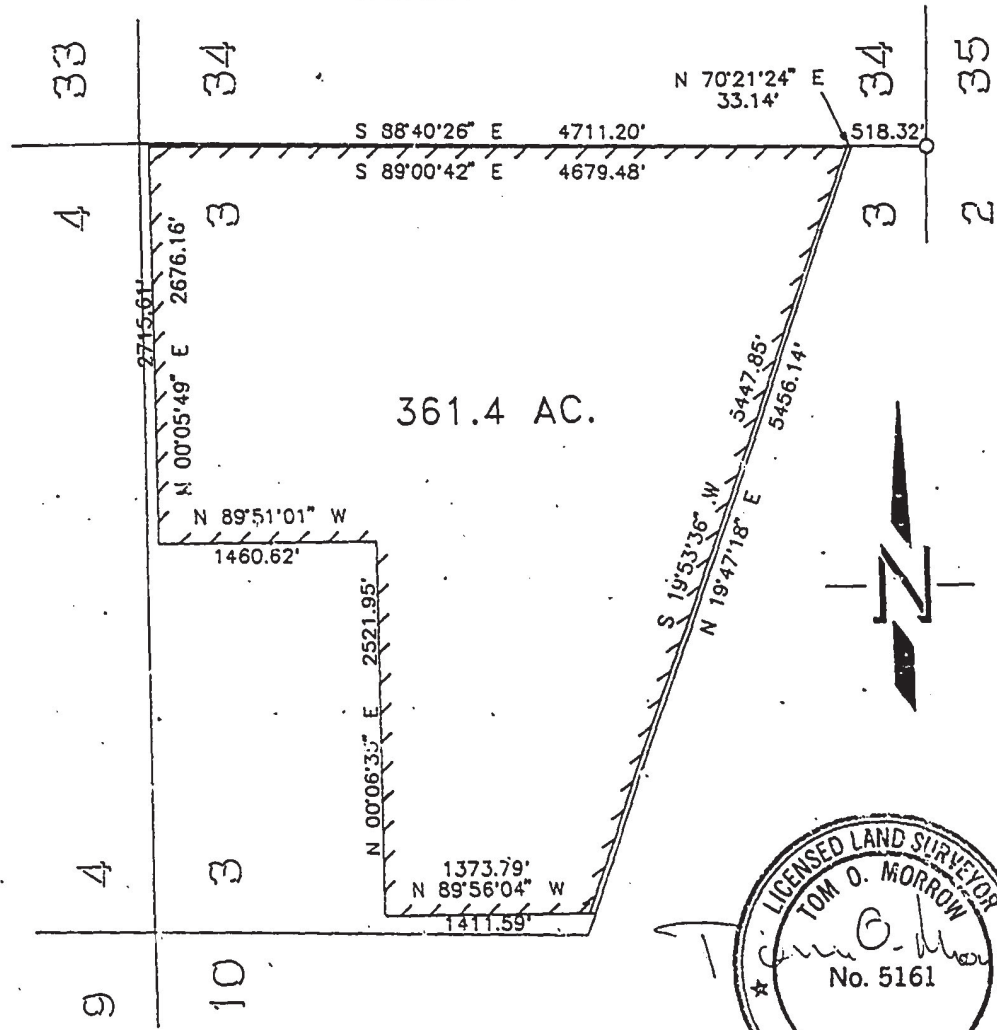
NUMBER OF PAGES 2 DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

2561 100643

EXHIBIT "A"

EXHIBIT OF EASEMENT AREA
LAUREL G. RANCH
A PORTION OF SECTION 3
T6N, R3E, MDB&M
YOLO COUNTY, CALIFORNIA
TOM O. MORROW, INC.
SCALE 1"=1000'



LICENSE EXPIRES JUNE 30, 1995

BOOK 2561 PAGE 1050

FEB 26 1993

Form Approved - OMB No. 0590-0138

See reverse for Privacy Act and Burden statements.

ASCS-891
(N-C-52)

U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service

1. ASCS COUNTY OF COUNTY ASCS COMMITTEE ONE NUMBER

221 W. Court St. Suite 3B
Woodland, CA 95695

Wetlands Reserve Program
CONTRACT

INSTRUCTIONS: Participant MUST complete items 13, 16, and 17. Return this completed form to the County ASCS Office.

The owner(s) signature in item 17 constitutes agreement by the owner(s) to:

1. implement on such designated acreage, the approved WRPO developed for such acreage;
2. sign a completed copy of form ASCS-897, Wetlands Reserve Program Easement, conveying to the U.S. Government an easement on the designated acres and the right of access to such acres for the period specified in block 15;
3. assure that the easement rights are superior, except as determined by the Agricultural Stabilization and Conservation Service (ASCS), to that of any other person or entity by having any person or entity with rights to the land execute a copy of form ASCS-898, Subordination Agreement and Limited Lien Waiver Easement;
4. a permanent retirement of specified crop acreage bases and allotments, shown in block 16, to the extent that such crop acreage bases and allotments

5. exceed the cropland acres on the farm less the cropland acres enrolled in WRP, acknowledge that the net present value for lump sum payments will be used to evaluate bid offers for selection.
6. acknowledge receipt of the bid specification sheet and WRPO.

The landowner(s) and ASCS, upon signature in block 16 by an authorized representative of the ASCS, agree to comply with the terms and conditions contained in this contract including the ASCS-897, Wetland Reserve Program Easement, and the regulations at 7 CFR Part 703 which are incorporated by reference into this contract. The Government agrees to make payment under this WRP contract in the manner as specified by the owner in block 17 conditional upon the owner complying with the terms and conditions contained in the WRPO and recorded easement.

2. ST. & CO. CODE 06113	5. CROPLAND ACRES FOR WRP 366.0	8. POOL NO. 1	11. EASEMENT MANAGEMENT CODE	14. RATE OF COST SHARES %
3. WRP CONTRACT NO. 14	6. NONCROPLAND ACRES FOR WRP	9. TRACT NO. OF SITE 6787	12. DATE WRPO SIGNED BY PARTICIPANT 8-28-92	15. EASEMENT PERIOD A. Permanent <input checked="" type="checkbox"/> B. Nonpermanent <input type="checkbox"/>
4. FARM NO. 3225	7. SIGNUP NO. 1	10. ST. & CO. CODE OF SITE 06113	13. TOTAL EASEMENT BID AMOUNT \$ 274,500	If "nonpermanent", enter number of years: _____

16. CAB AND ALLOTMENT RETIREMENTS

A. Do you have crop bases, allotments or quotas established for the farm entered in block 4?
YES Complete block 16B.
NO Skip block 16B. Go to block 17.

B. If the sum of the bases and allotments plus the acres enrolled in WRP exceed the cropland acres for the farm, then the bases and/or allotments or quotas must be permanently retired by the amount that they exceed the cropland acres remaining after WRP. If this contract is approved, and cropland acres are exceeded, which crop base and/or allotment or quotas do you agree to permanently retire? (Designate two crops below by order of priority.)

FIRST PRIORITY (Enter name of crop)	SECOND PRIORITY (Enter name of crop)
-------------------------------------	--------------------------------------

17. EASEMENT PAYMENT INFORMATION AND PARTICIPANT'S CERTIFICATION

EXPLANATION OF PAYMENT TERMS - READ CAREFULLY

Lump Sum Payments: Limited to 10% (of block 13) annually until all WRPO practices are completed.

Annual Payments: 10 equal annual payments.

First Payment will be equal to 10% of the owner's share of the total easement payment and will be issued within 30 days of the County Committee's approval of the contract.

Remaining Payments will be paid within 30 days of the ANNIVERSARY date of the first payment, EXCEPT the final lump sum may be paid within 30 days of completion of required WRPO practices.

NOTE: For NONPERMANENT easements, ONLY annual payments will be made.

A. OWNER'S NAME AND ADDRESS Lancel G. Ranch Corp 535 Morse Ave. #101 Sacramento CA 95864 SOCIAL SECURITY NUMBER 65-0240747			A. OWNER'S NAME AND ADDRESS		
B. PAYMENT TERMS (A Nonpermanent Easement will be paid under annual payment terms only) ANNUAL PAYMENT <input type="checkbox"/> LUMP SUM PAYMENT <input checked="" type="checkbox"/>			B. PAYMENT TERMS (A Nonpermanent Easement will be paid under annual payment terms only) ANNUAL PAYMENT <input type="checkbox"/> LUMP SUM PAYMENT <input type="checkbox"/>		
C. OWNER'S PERCENT SHARE 100 %	D. TOTAL EASEMENT BID AMOUNT IN ITEM 13 \$	E. OWNER'S SHARE OF TOTAL PAYMENT \$	C. OWNER'S PERCENT SHARE %	D. TOTAL EASEMENT BID AMOUNT IN ITEM 13 \$	E. OWNER'S SHARE OF TOTAL PAYMENT \$
F. FIRST PAYMENT AMOUNT (10% of Owner's Share of Total Payment, Item 17E) \$			F. FIRST PAYMENT AMOUNT (10% of Owner's Share of Total Payment, Item 17E) \$		
G. OWNER'S SIGNATURE L.G. Ranch Corp DATE 9/23/92			G. OWNER'S SIGNATURE DATE		

18. APPROVAL

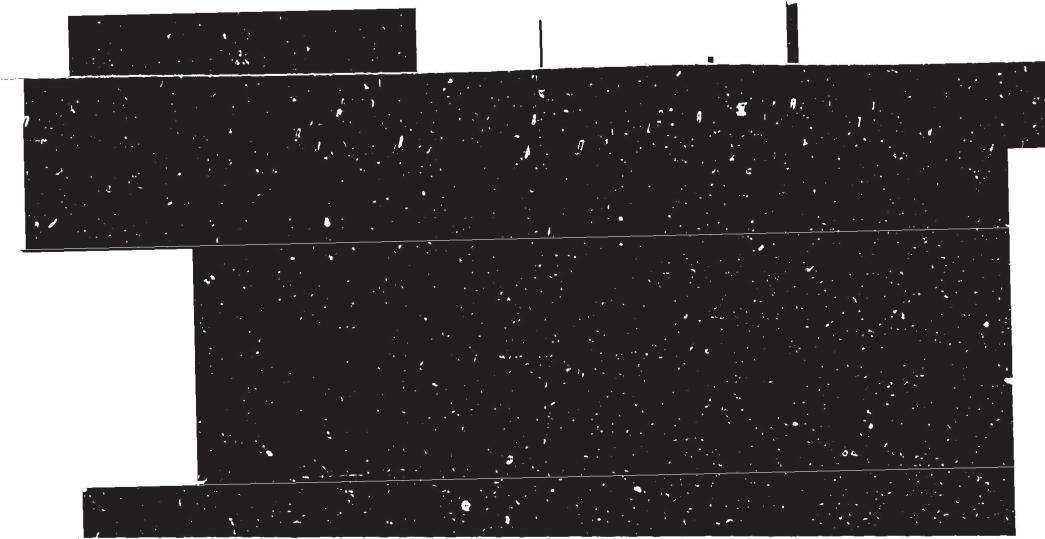
CONTRACT IS: (Mark only one)
APPROVED DISAPPROVED

ASCS REPRESENTATIVE'S SIGNATURE _____ DATE _____

BOOK 2561 PAGE 651

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

ASCS COPY



CONSERVATION PLAN SCHEDULE OF OPERATIONS		FORM APPROVED DATE NUMBER REFURNS APPROVAL EXPIRES JUNE 30, 1988	1 of 12
1. NAME	2. COUNTY	3. STATE	4. CONTRACT OR AGREEMENT NO. 5. TOTAL ACRES UNDER CONTRACT
Laurel G. Ranch	Yolo	CA	1 348

36

SUMMARY OF
 WETLAND RESERVE PLAN OF OPERATIONS
 FOR
 LAUREL G RANCH (348 acres)

Purpose and Function: The primary purposes of this easement are the restoration and protection of wetlands for wildlife (particularly migratory waterfowl and shorebirds), flood water retention, open space and aesthetic values. The easement area will enhance the wetland values within the Yolo Bypass, Yolo County, California.

Summary of Restoration: Under this Wetland Reserve Plan of Operations, about 347.9 acres of farmed wetland (FW) will be restored to seasonal and possibly permanent wetland. Dikes and water control structures have recently been installed on this property to facilitate seasonal flooding for wetland habitat, but still allow farming on the fields.

The existing dikes and water control structures will be maintained to provide the means to seasonally flood these fields for wetland habitat. Water enters the property from the north via overland flooding within the Yolo Bypass. Overland flooding is expected to occur more years than not. The property will probably receive flood waters from January 1 through February 28 every other year. Fields may be flooded for longer duration including permanent flooding. Permanently flooded areas will provide nesting and brood habitat for resident waterfowl and shorebirds. Refer to the map for locations of dikes and water control structures.

The water control structures will enable the landowners to manage water including drainage when vegetation management and/or structure repair is appropriate. The natural flooding sequence will encourage wetland plants to grow in suitable areas. Supplemental water may be added to the wetlands but is not required. Vegetative cover in the areas saturated or ponded will include a mixture of emergent wetland plants such as cattails and hardstem bulrush and seasonal wetland plants such as smartweed, swamp timothy and watergrass. A portion of the flooded area may also be open water. Any mixture of these habitat types is acceptable. Vegetation will be managed such that persistent vegetation such as cattails and bulrush dominate no more than 75 percent and no less than 25 percent of the easement area.

Compatible Uses: The following uses have been determined to be compatible with the purposes for which this WRP easement has been established.

1. Hunting, fishing and trapping that is consistent with all State and Federal regulations, including the leasing of such

BFO# 2501 PART 052

Pavle M...

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

SCS-LTP-011
2-60
FORM APPROVED
DATE NUMBER BEHNS
APPROVAL OFFICE
JUNE 22, 1959

PAGE
2 OF 12

1. NAME	2. COUNTY	3. STATE	4. CONTRACT OR AGREEMENT NO.	5. TOTAL ACRES UNDER CONTRACT
Laurel G Ranch	Yolo	CA	1	348

rights to others. Construction of hunting/photography blinds and associated walkways. Commercial harvest of catfish and crawfish is prohibited.

2. Passive recreational activities, such as hiking, picnicking and bird watching, to the extent that such activities do not interfere with waterfowl and other bird nesting activities.

3. Oil and gas leasing, exploration and extraction. Earthwork (pad and access road) associated with this activity must not affect more than 1 acre per well. No more than three wells may be active at one time within the easement area. Pads, access roads and associated ground disturbance must be restored to wetlands within 1 year after the need for such pads, roads, etc. has ended.

NO
DATE
OF EXPIRATION

4. Grazing (July 15 - August 30) and/or mowing (July 15 - August 30) for vegetation management.

Operation and Maintenance: The following items will be performed to provide for long term wetland values.

1. The constructed dikes and water control structures will be maintained to serve their intended purpose for the life of this easement.

2. Natural wetland vegetation will become established on the restored wetlands. However, if emergent vegetation, such as cattails and tules extends to over 75 percent of the easement area, the persistent emergent vegetation will be reduced to cover no less than 25 percent of the easement area, by burning, grazing, chemical or mechanical treatment.

3. Noxious weeds will be controlled on the easement area as required by state law by burning or grazing, biological, chemical or mechanical treatment.

4. Any chemical use on the easement area will be in accordance with regulations and all label requirements and restrictions.

Access: An access route will be provided to US Department of Agriculture personnel, or representative, to conduct compliance checks on the Wetland Reserve Program easement. The landowner controls all other public access.

Note: The final design plan will include detailed engineering, operations and maintenance specifications. The design plan is an official part of the Wetland Reserve Plan of Operations and the design plan must be approved by the Agricultural Stabilization and Conservation Service, Soil Conservation Service, US Fish and Wildlife Service and the landowner.

REG-2561 PL 1053

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

1. NAME Laurel G Ranch 2. COUNTY Yolo 3. STATE CA 4. CONTRACTOR AGREEMENT NO. 1 5. TOTAL ACRES UNDER CONTRACT 348

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT <i>(Record of Decisions)</i>	ESTIMATED AMOUNT (Units)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR <i>(For Noncost-Share Items Show Units)</i>					REF. NO.
						19 93	19 94	19 95	19 96	19 etc	
1	All	WR-1 Wetland Restoration - Dikes and water control structures will be used to manage water to restore wetland conditions on these fields. Operation and Maintenance. The water control structures and dikes will be maintained in proper working order and replaced or repaired when necessary. The dikes and water control structures will be capable of impounding water at an average 1 foot depth. Uneven bottom contours in the fields will not be levelled.	348ac	NC	NC	\$ 348ac	\$ 348ac	\$ 348ac	\$ 348ac	348ac	

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

1. NAME Laurel to Ranch 2. COUNTY Yolo 3. STATE CA 4. CONTRACT OR AGREEMENT NO. 1 5. TOTAL ACRES UNDER CONTRACT 348

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncont-Share Items Show Units)						REF. NO.
						19 93	19 94	19 95	19 96	19 97	19 98	
1						\$	\$-	\$	\$	\$	\$	
UN	All	WR-2 Vegetative cover Establishment Wildlife Wetland Habitat Management (644). Fields will receive water via natural overland flooding more years than not from January 1 through February 28. Fields may be flooded earlier, if desired by the landowner. Water may also be held longer, if desired by landowner. Any combination of fields may be flooded as semi-permanent or permanent wetland.	348ac	NC	NC	348ac	348ac	348ac	348ac	348ac	348ac	348ac
2	All	WR-2 Vegetative cover establishment. Water in seasonal wetlands will be managed to encourage food plants including swamp timothy, smartweed and alkali bulrush. Vegetative establishment within the waterline of the fields will be controlled (by water management, mowing, or chemical spraying) to maintain at least 25 percent (and no more than 75 percent) open water when	348ac	NC	NC	348ac	348ac	348ac	348ac	348ac	348ac	348ac

655 1052 655

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT <i>(Record of Decisions)</i>	2. COUNTY	3. STATE	4. CONTRACT OR AGREEMENT NO.	5. TOTAL ACRES UNDER CONTRACT	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR <i>(For Noncost-Share Items Show Units)</i>						REF. NO.
							19 93	19 94	19 95	19 96	19 etc	COST SHARE RATE %	
1	7		Yolo	CA	1	348	\$	\$	\$	\$	\$		
		flooded. Such management will occur between July-15 and September 1.											
3	All	All state identified noxious weed will be controlled as required by the County Ag. Commissioner. Control will be biological, mechanical or chemical. Weed control will be done in a manner that will not adversely affect wildlife, water quality or established desirable plant communities, and in accordance with state and federal laws.		NC			AS needed	NC	348ac				

FORM 2561 (REV. 6-56)

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

1. NAME Laurel G Ranch 2. COUNTY Yolo 3. STATE CA 4. CONTRACT OR AGREEMENT NO. 1 5. TOTAL ACRES UNDER CONTRACT 348

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Percent of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Month: Share Item: Show Unit)						REF. NO.
						1993	94	95	96	etc	17	
4	All	WR-1; (Pasture and hayland management - 510) The fields can be grazed after vegetation is established. Grazing can occur between July 15 and August 30. Stocking rates and duration of grazing must be planned to ensure that the harvest efficiency does not exceed 25 percent. As an alternative to grazing, mowing may occur once between July 15 and August 30 to control unwanted vegetation.	348ac	NC	NC	\$	\$	\$	\$	\$	\$	
5	All	Hunting, fishing, trapping, and the peaceful enjoyment of the easement area is allowed as long as it conforms to state and Federal laws. Passive recreation such as hiking, picnicking and bird watching is allowed, to the extent that such uses do not interfere with waterfowl and other bird nesting activities.	348ac	NC	NC	348ac	348ac	348ac	348ac	348ac	348ac	

1991 10 05 2581 1002

SCS-LTP-011

2-90

FORM APPROVED
OMB NUMBER 0378-0013
APPROVAL EXPIRES
JUNE 30, 1993

PAGE

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CONSERVATION PLAN
SCHEDULE OF OPERATIONS

1. NAME Laurel G Ranch 2. COUNTY Yolo 3. STATE CA 4. CONTRACT OR AGREEMENT NO. 1 5. TOTAL ACRES UNDER CONTRACT 348

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncost-Share Items Show Units)					REF. NO.
						19 93	19 94	19 95	19 96	19 etc	
6	All	Hunting/photography blinds and associated gravel-walkways may be constructed such that the density does not exceed 1 blind per 20 acres.	348ac	NC	NC	\$	\$	\$	\$	\$	
7	All	Access Road - for ASCS and SCS compliance checks. Program easement area will be attained via existing farm or levee roads or by foot.	348ac	NC	NC	\$	\$	\$	\$	\$	

859 1062 2561 658

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

1. NAME
2. COUNTY
3. STATE
4. CONTRACT OR AGREEMENT NO.
5. TOTAL ACRES UNDER CONTRACT

Laurel C Ranch
Yolo
CA
1
248

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncost-Share Items Show Units)					REF. NO.
						19 93	19 94	19 95	19 96	19 97	
8	All	Compatible Use: (Oil and gas leasing, exploration, and production.) Earthwork (pads and access roads) associated with oil and gas extraction must not affect more than 1 acre in any field and no more than 1 one-acre sites may be active simultaneously. Inactive pads must be restored to wetlands within 1 year. The oil and gas activities and construction must not adversely affect the flooding capability of the remainder of the field. Every effort must be made to keep debris and contaminants out of the wetland. Any and all water quality standards will be adhered to by the landowner.	3ac	NC	NC	\$	\$	\$	\$	\$	
UN 6,7		Approximately (2600 ft x 1300 ft - 2000 ft) 5900 ft of Class III dike with water control structures may be built across these fields to improve water management capabilities.	5900 ft	NC	NC	as needed					

800 2561 659

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

4. CONTRACT OR AGREEMENT NO. 5. TOTAL ACRES UNDER CONTRACT

1

348

3. STATE

CA

2. COUNTY

Yolo

1. NAME

Laurel G Ranch

ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT <small>(Record of Decisions)</small>	ESTIMATED AMOUNT (UNITS)	COST BASIS \$	COST SHARE RATE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR <small>(For Noncost-Share Items Show Units)</small>					REF. NO.
						19 93	19 94	19 95	19 96	19 etc	
6						\$	\$	\$	\$	\$	
UN	All	Failure to carry out the unnumbered items (UN) does not constitute noncompliance with this Wetlands Reserve Plan of Operations.	848ac								

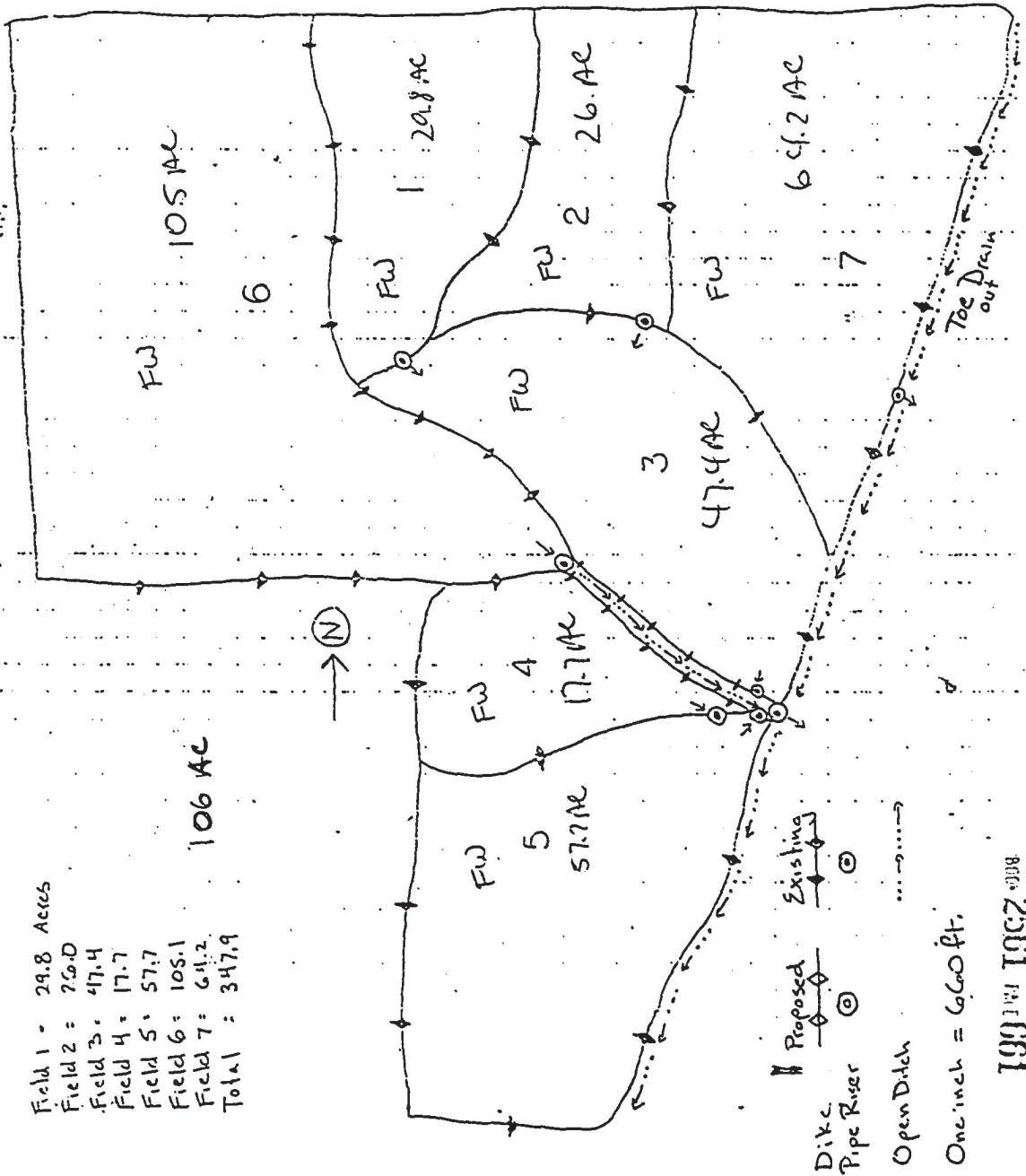
CONSERVATION PLAN
SCHEDULE OF OPERATIONS

SCS-LTP-011
3-60
FORM APPROVED
BY NATURE SERVICE
APPROVAL EXPIRES
JUNE 30, 1962

PAGE
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1. NAME Laurel G Ranch	2. COUNTY Yolo	3. STATE CA	4. CONTRACT OR AGREEMENT NO. 1 - Before	5. TOTAL ACRES UNDER CONTRACT 348
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Field 1 = 29.8 Acres
Field 2 = 25.0
Field 3 = 47.4
Field 4 = 17.7
Field 5 = 57.7
Field 6 = 105.1
Field 7 = 64.2
Total = 347.9



Proposed
Existing
Dike
Pipe Riser
Open Ditch
One inch = 600 ft.

BRD 2561 191661

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

SCS-LTP-011

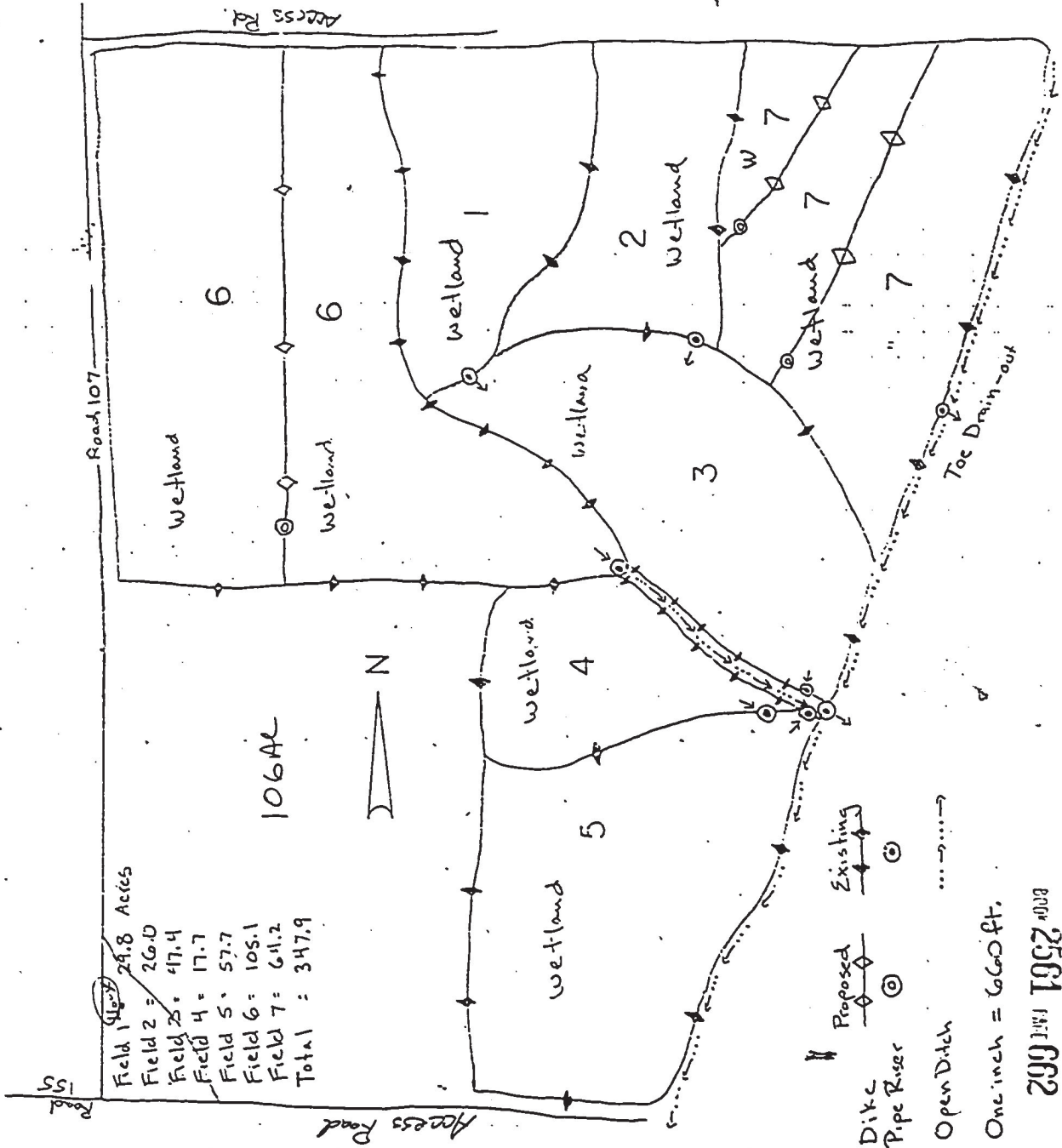
3-60

PAGE

11 of 12

FORM APPROVED
DATE 11-18-70
REVISED, CORRECTED
JUNE 28, 1982

1. NAME Laurel G Ranch	2. COUNTY Yolo	3. STATE CA	4. CONTRACT OR AGREEMENT NO. 1-After	5. TOTAL ACRES UNDER CONTRACT 348
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CONSERVATION PLAN SCHEDULE OF OPERATIONS

U.S. DEPARTMENT OF AGRICULTURE
Soil Conservation Service

NOTE The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a). The authorities for requesting the information to be supplied on this form are: 16 U.S.C. 590a-1 (Soil and Water Conservation); 16 U.S.C. 590h(b) (Agriculture Conservation); 16 U.S.C. 590p(b) (Great Plains); 30 U.S.C. 1236 et seq. (Rural Abandoned Mine Reclamation); 33 U.S.C. 1288 et seq. (Rural Clean Water); The Food Security Act of 1985, Public Law 99-198; and the regulations promulgated thereunder. The information requested is necessary for the development and implementation of a conservation, reclamation or water quality program satisfying program eligibility and compliance requirements, and for providing technical assistance and/or cost-sharing under the previously mentioned authorities. Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

1. NAME Laurel G Ranch
2. COUNTY Yolo
3. STATE CA
4. CONTRACT OR AGREEMENT NO. 1
5. TOTAL ACRES UNDER CONTRACT 348

ITEM NO.	FIELD	PLANNED TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS	COST-SHARE RATE %	COMPLETION-SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Noncost-Share Items Show Units)					RCF. NO.
						19 93	19 94	19 95	19 96	19 97	
6	7	Total Cost-Share by Year:				\$ 0	\$	\$	\$	\$	
		Total Contract Cost-Share:	\$ 0								

NOTES:
 A. All items numbered in column 6 must be carried out as a part of this contract to prevent violation.
 B. When established, the conservation practices listed in column 8 must be maintained by the participant at no cost to the government.
 C. Enter total cost per unit in column 10 unless the method of cost-share is flat rate. When flat rate, enter the amount per unit to be paid to the participant.
 D. All cost share rates in column 11 are based on average cost with the following exceptions:
 AA = Actual costs not to exceed average cost.
 FR = Flat rate.
 NC = Non cost-shared.
 AM = Actual cost not to exceed a specified maximum.
 E. Modifications will be referenced by number in column 17.
 F. By signing, the participant acknowledges receipt of this conservation plan including the SCS-CPA-11 and SCS-CPA-11B and agrees to comply with the terms and conditions hereof.

U.S. Fish and Wildlife Service
 For Wayne S. White, Field Supervisor, Fish and Wildlife Enhancement, Sacramento, CA

Martha B. Nailey 8-15-92

18. CERTIFICATION OF PARTICIPANTS
 SIGNATURE *[Signature]* DATE 8/24/92 SIGNATURE DATE

19. REVIEWING OFFICIALS SIGNATURES
 DISTRICT CONSERVATIONIST TECHNICAL ADEQUACY CERTIFICATION DATE 8/16/92 APPROVED BY (Signature of Conservation District Representative) DATE

35054 BCG 2501 663

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

Division of Engineering
Real Estate Branch
715 P Street, #5
Sacramento, CA 95814

SPACE ABOVE THE LINE FOR RECORDER'S USE

APNs: 033-440-006, 033-450-001,
033-190-010 033-450-002, 033-220-054,
033-220-052

Project: Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. SH-148

EASEMENT
(TO THE STATE)

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

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
Unit A	160.00 AC	Flowage Easement
Unit B	138.14 AC	Flowage Easement
Unit C	320.00 AC	Flowage Easement
Unit D	624.20 AC	Flowage Easement
Unit E	208.93 AC	Flowage Easement
Unit F	276.90 AC	Flowage Easement

Described as follows:

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

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

This Easement Deed is granted effective of the State of California's acceptance of this deed, by EIP CALIFORNIA LLC, a California Limited Liability Company ("Grantor") to the Department of Water Resources of the State of California, a public agency, ("Grantee"),

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

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

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

DRAFT

For discussion purposes only

Executed on _____

GRANTOR(S)

STATE OF CALIFORNIA }

SS

County of _____

On _____, 20 ____ , before me, _____

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

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

WITNESS my hand and official seal

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

[SEAL]

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

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

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

Director of Water Resources

By _____

Attorney in Fact

EXHIBIT "A"

All that real property situated in portions of Sections 26, 27, 33, 34 and 35, Township 7 North, Range 3 East, a portion of Section 3, Township 6 North, Range 3 East, MDM, in the unincorporated area of the County of Yolo, State of California, described as follows:

YBSH-148

UNIT A

A portion of Parcel 1 per DEED 2019-0001933
160 ACRES, MORE OR LESS
APN 033-440-006

UNIT B

A portion of Parcel 1, all of Parcels 2, 3 and 4 per DEED 2019-0001933
138 ACRES, MORE OR LESS
APN 033-450-001

UNIT C

A portion of Parcel 1 per DEED 2019-0001933
320 ACRES, MORE OR LESS
APN 033-190-010

UNIT D

A portion of Parcel 1 per DEED 2019-0001933
624 ACRES, MORE OR LESS
APN 033-440-002

UNIT E

A portion of Parcel 1 per DEED 2000-0005643
208 ACRES, MORE OR LESS
APN 033-220-054

UNIT F

A portion of Parcel 1 per DEED 2000-0005643
276 ACRES, MORE OR LESS
APN 033-220-052

As shown on EXHIBIT "B" attached hereto

KRISTOPHER KLIMA, PLS

DRAFT

YBSH-148 FLOWAGE EASEMENT EIP-CALIFORNIA LLC

UNIT A
033-440-006
PORTION OF PARCEL 1 OF DEED
2019-0001933
160 AC. +/-

UNIT C
033-190-010
PORTION PARCEL 1 OF DEED
2019-0001933
320 AC. +/-

UNIT E
033-220-054
PORTION PARCEL 1 OF DEED
2000-0005643
208 AC. +/-

UNIT-B
033-450-001
PORTION PARCEL 1, ALL OF
PARCELS 2, 3 & 4 OF DEED
2019-0001933
138 AC. +/-

UNIT D
033-450-002
PORTION PARCEL 1 OF DEED
2019-0001933
624 AC. +/-

UNIT F
033-220-052
PORTION PARCEL 1 OF DEED
2000-0005643
276 AC. +/-

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

YOLO BYPASS SALMONID HABITAT AND FISH RESTORATION PROGRAM
BIG NOTCH PROJECT - PHASE 3 PARCELS

FLOWAGE EASEMENT EXHIBIT "B"

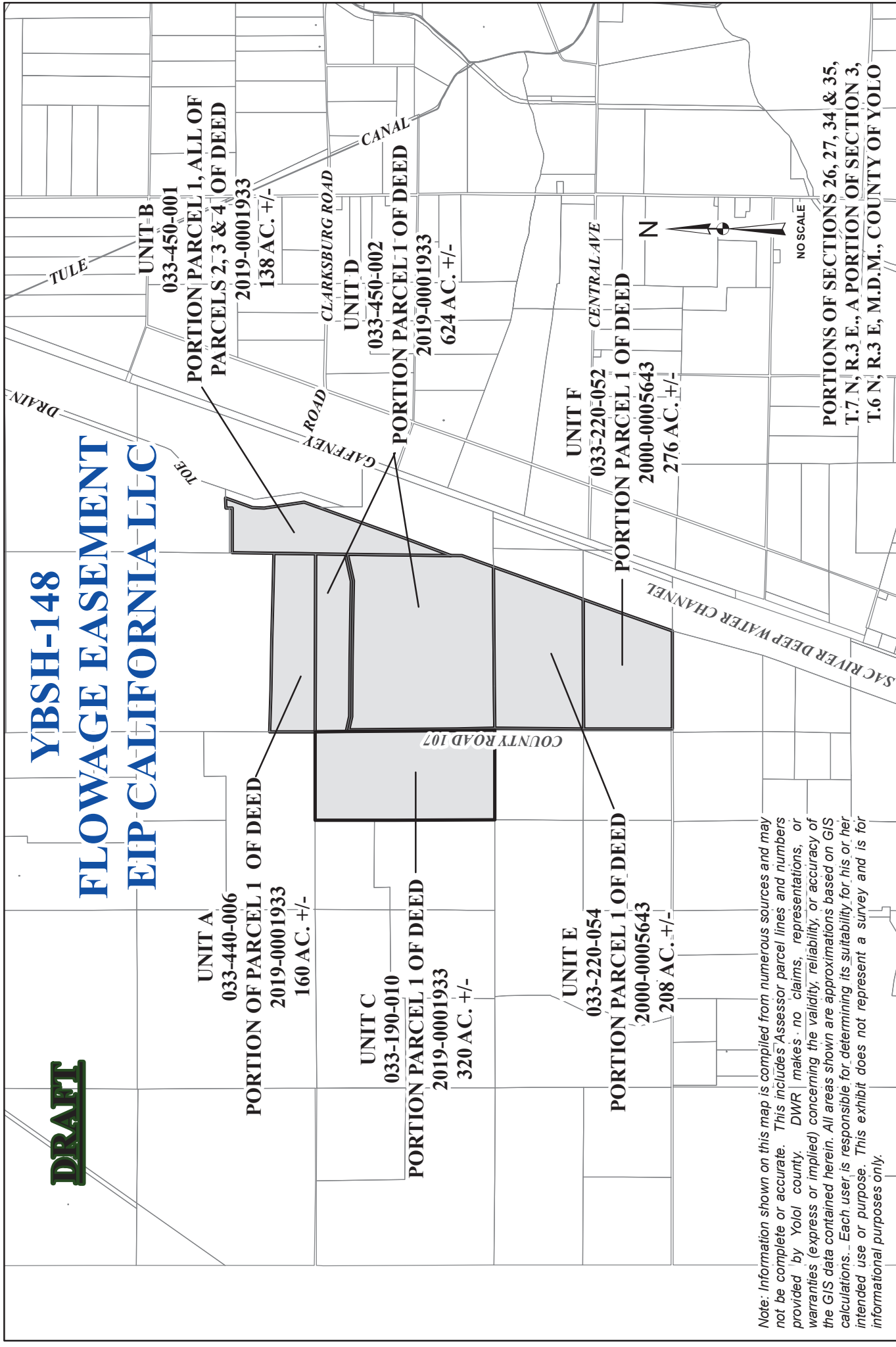
This exhibit does not represent a survey and is for informational purposes only.

STATE OF CALIFORNIA
THE RESOURCES AGENCY

DEPARTMENT OF WATER RESOURCES

DIVISION OF ENGINEERING - GEOMATICS BRANCH

01/21/2022



PORTIONS OF SECTIONS 26, 27, 34 & 35,
T.7 N., R.3 E., A PORTION OF SECTION 3,
T.6 N., R.3 E., M.D.M., COUNTY OF YOLO

