

June 11, 2025

To the Lake County Board of Supervisors,

I am writing in regards to the appeal hearing for the AG Forest Wood Processing Bioenergy Project (UP 23-05, IS 23-10) at 755 E Hwy 20, Upper Lake, CA. The following attachments were provided by the California Department of Water Resources (DWR) in compliance with the California Public Records Act. We want to ensure these emails are included in the public record prior to the appeal hearing currently scheduled for June 17, 2025. The attachments include a letter from the Manager of the DWR Flood Financial Assistance Section in the Division of Flood Planning and Improvements with the following quote:

“Thank you for meeting with us on Monday (June 2) to discuss the proposed biomass facility and related lease agreement with Scott’s Valley Energy Corporation. As you know, **DWR reimbursed Lake Co. for the purchase of parcel APN 004-010-04 under the Flood Corridor Program using bond funds. The lease of this property to a private entity is likely not compatible with the bond source language and may create a tax issue.** DWR needs to coordinate with the State Controller’s Office (SCO) on this.”

On May 13, 2025, DWR requested the **Conservation Easement Deed** and the **Maintenance Trust Fund Account** for the proposed project site (APN 004-010-04). According to SAP Contract No. 4600003318, the County must provide these documents for land acquired under the “Middle Creek Flood Damage Reduction and Ecosystem Restoration Project” within 15 days of the request. To date, the County has not provided the required documents for this site. Emails show DWR has been withholding funds to the County (invoices 17 and 17A) for a year waiting for the County to provide evidence of a Maintenance Trust Fund Account. The contract states the County must establish a maintenance account that contains 20% of the acquired property value set aside to clean and maintain the property.

The County is using tax-payer funds to purchase land for the Middle Creek Project, including the proposed 42.6 acre project site, while ignoring the requirements laid out in the funding and land agreement with the State. This agreement ensures proper use and protection of the acquired properties. One of the following emails shows DWR had to send the County’s Director of Water Resources a sample Conservation Easement. The County’s lack of understanding, competence and compliance with this agreement is concerning.

The County pressured residents to sell land located in the Middle Creek Project area (some who did not want to sell). The County used over 12 million dollars of State tax-payer funds to purchase the properties, then the County failed to maintain and protect the properties for the intended purpose. The purchase agreement is not optional; it is a lifetime agreement.

Whoever leases the land or takes over stewardship of the land must follow the Conservation Easement, as well as all requirements in the funding agreement. The Planning Commission vote to approve a use permit for this project violates the land agreement with the State. For example, the use permit states a well on the property to the south will be used to fill a 25,000+ gallon water tank after the North Shore Fire Protection District expressed concerns about the woodchips combusting; however, the land agreement states the “Grantee may not install wells or extract groundwater”.

The Board of Supervisors failed to do their due diligence before they approved to lease this parcel to Scotts Valley Energy Company in April 2024 for \$100/year for 15+ years. I believe the County was desperate to settle the Red Hills Bioenergy lawsuit after 2.5 years of litigation and offered up this parcel in Upper Lake as a part of the settlement. I am reattaching the letter I submitted to the BOS prior to the May 2025 appeal hearing stating why Upper Lake should not be used as collateral damage to settle the Red Hills Bioenergy lawsuit. Upholding the use permit for this project WILL result in another lawsuit against the County and BOS. 755 E Hwy 20 in Upper Lake is not the right location for this project.

Finally, there is evidence the CDD and County withheld documents on multiple occasions. At the December 2024 Planning Commission meeting, the County failed to share a letter from Professional Engineer Brian Hall stating his concerns regarding this project. Then, the “Public Comments” attached to the May 20, 2025 Board of Supervisors meeting agenda failed to include the letter submitted by our lawyer Marsha Bruch. Ms. Bruch’s letter was submitted May 13, 2025 - one week before the appeal hearing. Ms. Bruch’s letter to the Board of Supervisors included a report by an independent sound expert. Why were these documents excluded from the public comments? We also have evidence the County is withholding documents related to the project and failing to comply with the California Public Records Act.

Over the last year this project has led to significant stress on myself and residents near the project site, months of sleepless nights, and unnecessary pain and suffering, affecting our lives and well-being. The Community will continue to fight until the permit for this project has been revoked and the lease with Scotts Valley Energy Company has been terminated. If the permit is upheld, it will leave us with no choice except to file a lawsuit and continue this fight in court like the Red Hills Community did.

-Terra Morris

From: Bryson, Elizabeth@DWR
Sent: Wednesday, June 4, 2025 6:41 AM
To: Upadhyay.Pawan@LC
Cc: Madankar, Nahideh@DWR; Herink, James@DWR; Nicole Johnson; Linda Rosas-Bill
Subject: FCP Middle Creek Project Lease Agreement

Pawan,

Thank you for meeting with us on Monday (June 2) to discuss the proposed biomass facility and related lease agreement with Scott's Valley Energy Corporation. As you know, DWR reimbursed Lake Co. for the purchase of parcel APN 004-010-04 under the Flood Corridor Program using bond funds. The lease of this property to a private entity is likely not compatible with the bond source language and may create a tax issue. DWR needs to coordinate with the State Controller's Office (SCO) on this. Given the time of year and the fact that SCO is focused on the FY 2026-27 Budget, DWR will likely not receive clarification or direction from SCO until later this summer.

Per the Lake County Board of Supervisors Meeting Agenda from May 20, 2025 (linked here: [AGENDA](#)) this item was continued to June 17, 2025. Given that SCO will likely not provide clarification or direction until after this continuation date, DWR will require additional time to research this matter further.

Thank you. Liz



Elizabeth Bryson, P.E.

Manager, Flood Financial Assistance Section

Division of Flood Planning and Improvements

C: (916) 699-8379

3464 El Camino Avenue, Suite 200, Sacramento, CA 95821



**SAVE
OUR
WATER**

Â Â <https://saveourwater.com/>

From: Bryson, Elizabeth@DWR
Sent: Thursday, May 29, 2025 10:35 AM
To: Upadhyay.Pawan@LC
Cc: Madankar, Nahideh@DWR
Subject: RE: 2008 Conservation Easement Deed

Thank you Pawan for sharing these points ahead of time. I will forward these to our legal for input.

Liz

Elizabeth Bryson, P.E.

Manager, Flood Financial Assistance Section
Division of Flood Planning and Improvements
Cell: (916) 699-8379



From: Pawan Upadhyay <Pawan.Upadhyay@lakecountyc.ca.gov>
Sent: Thursday, May 29, 2025 1:21 PM
To: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>
Cc: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>
Subject: RE: 2008 Conservation Easement Deed

Hello Liz,

I will have representatives from County Counsel and our Water Resources staff present at the meeting. It would be helpful to gain some clarity on the following points:

1. Whether the County/Watershed Protection District can lease a portion of a parcel located outside the 100-year floodplain.
2. Whether there is a timeline for establishing a conservation easement.

Thanks,
Pawan

From: Pawan Upadhyay
Sent: Thursday, May 29, 2025 8:55 AM
To: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>
Cc: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>
Subject: RE: 2008 Conservation Easement Deed

Hello Liz,

Yes, Monday, June 2: 3:00-4:00 pm will work for me.

Thanks,
Pawan

From: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>
Sent: Thursday, May 29, 2025 8:49 AM
To: Pawan Upadhyay <Pawan.Upadhyay@lakecountyca.gov>
Cc: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>
Subject: [EXTERNAL] RE: 2008 Conservation Easement Deed

Good morning Pawan,

Are you available to meet at either of the times below?

Thanks. Liz

Elizabeth Bryson, P.E.

Manager, Flood Financial Assistance Section
Division of Flood Planning and Improvements
Cell: (916) 699-8379



From: Bryson, Elizabeth@DWR
Sent: Friday, May 23, 2025 4:34 PM
To: Pawan Upadhyay <Pawan.Upadhyay@lakecountyca.gov>
Cc: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>
Subject: RE: 2008 Conservation Easement Deed

Hi Pawan,

Thank you for meeting with us on Wednesday. As a follow up, I'd like to schedule a meeting during the week of June 2 to discuss these issues further. Our availability for the first two days that week is below.

- Monday, June 2: 3:00-4:00
- Tuesday, June 3: 9:00-10:00, 2:00-4:00

Please let me know what time on either of these days works best for you. If needed, we can look further out during the week.

Have a good weekend.

Liz

Elizabeth Bryson, P.E.

Manager, Flood Financial Assistance Section
Division of Flood Planning and Improvements
Cell: (916) 699-8379



From: Pawan Upadhyay <Pawan.Upadhyay@lakecountyca.gov>
Sent: Wednesday, May 21, 2025 4:04 PM
To: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>
Cc: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>
Subject: RE: 2008 Conservation Easement Deed

Thank you for sharing, Nahideh. I'm currently going through the older documents and hope to have more information soon.

Pawan

From: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>
Sent: Wednesday, May 21, 2025 3:25 PM
To: Pawan Upadhyay <Pawan.Upadhyay@lakecountyca.gov>
Cc: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>
Subject: [EXTERNAL] 2008 Conservation Easement Deed

Pawan,

Thanks for today's call. Attached is an example of a signed conservation easement deed for one of the purchased project properties.

Regards,

Nahideh Madankar, P.E.

Department of Water Resources
3464 El Camino Avenue, Suite 200
Sacramento, CA 95821
Phone: (916) 820-7550
Nahideh.Madankar@water.ca.gov



RECORDING REQUESTED BY AND)
 WHEN RECORDED MAIL TO:)
)
 State of California)
 Wildlife Conservation Board)
 1807 13th Street, Suite 103)
 Sacramento, CA 95811)
 Attn: Rob Kane)

Doc # 2010006093
 Page 1 of 17
 Date: 4/27/2010 10:33A
 Filed by: NO FEE DOCUMENT
 Filed & Recorded in Official Records
 of COUNTY OF LAKE
 DOUGLAS W. WACKER
 COUNTY RECORDER
 Fee: \$0.00

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this 7th day of October, 2008, by Lake County Watershed Protection District ("Grantor"), in favor of THE STATE OF CALIFORNIA ("Grantee"), acting by and through its Department of Fish and Game, Wildlife Conservation Board , with reference to the following facts:

RECITALS

- A. Grantor is the sole owner in fee simple of certain real property containing approximately 102 acres, located in the County of Lake, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. Grantor acquired fee title to the Property through grants of funding provided by the State of California, specifically, the California Department of Water Resources ("DWR"). DWR awarded State Proposition 13 funds to Grantor to acquire the Property and to carry out stewardship and management activities on the Property, including maintenance, monitoring, and ecosystem restoration. DWR determined the Property acquisition and/or easement conveyance would implement the purposes of the Grantor and DWR by (1) reducing potential flood damages; (2) providing opportunities to restore riparian habitat; (3) protecting the floodplain from potential inappropriate and incompatible development; and (4) providing a potential role in future flood management and water management improvements.
- C. DWR awarded California Proposition 13 funds to Grantor to contribute to the cost of Grantor acquiring fee title to the Property. In awarding the funds to Grantor, it was DWR's intent that the project conserve wildlife and complimentary agricultural values while maintaining the availability of the property for floodwater conveyance and transitory storage purposes. DWR determined that acquisition of the Property by Grantor, Grantor's continued management and use of the Property as a flood corridor for floodwater overflow or conveyance from Clear Lake as well as for wildlife habitat preservation purposes, and Grantor's intention to integrate the Property into the Grantor's holdings encompassing the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project area will preserve land, protect wildlife habitat and protect its floodplain area from inappropriate or incompatible development and maintain its availability for flood management purposes consistent with the purposes of the Flood Protection Corridor Program described in Water Code section 79035 et seq.

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D. The contractual agreement which provides for the transfer of grant funds by DWR to Grantor for Grantor's acquisition of the Property acknowledges the multiple and complementary benefits the Property provides to the State of California for: (1) reducing potential flood damages; (2) providing opportunities to restore riparian habitat; (3) protecting the floodplain from potential inappropriate and incompatible development; and (4) providing a potential role in future flood management and water management improvements (hereafter "Multiple and Complementary Benefits").

E. Grantor and DWR acknowledge that the Grantor is evaluating the need for floodway improvements in the Clear Lake watershed. The Grantor's evaluation of alternatives for such floodway improvements in the Clear Lake area may include use of all or a portion of the Conservation Area for future flood management projects or activities.

F. It is the intent of the Grantee and Grantor, as parties to this Conservation Easement Deed, to protect each of the existing Multiple and Complementary Benefits of the Property and to cooperate in the implementation of any flood management project or activity on the Property that may evolve from the Grantor's flood management planning efforts.

G. Because this Conservation Easement was purchased with funds provided by the DWR Division of Flood Management, this Conservation Easement shall be consistent with any present or future flood management project or activity implemented on the Property, and any flood control easement recorded against the Property, that may evolve from the County's flood management planning efforts. Therefore, any such flood management project or activity, whether it involves non-structural flood management improvements or incidental structural modifications to support non-structural flood management improvements, or future flood control easement shall be a permitted use of the Property pursuant to the terms of this Conservation Easement.

H. It is the desire of the Department of Fish and Game to protect lands near the Clear Lake Wildlife Area for the purposes of wildlife and habitat protection and enhancement through such means as the existing Conceptual Area Acquisition Plan which supports protection through conservation easements or acquisitions.

I. The Department of Fish and Game has jurisdiction, pursuant to Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and the Department of Fish and Game is authorized to hold easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. Purposes. The Property possesses significant wildlife, ecological and habitat values (collectively, "conservation values"). These natural resources are of aesthetic, ecological,

educational, historical, recreational, and scientific value to the people of the State of California. These natural resources are of great importance to both Grantor and Grantee. The purposes of this Conservation Easement are to preserve and protect each of the Multiple and Complementary Benefits of the Property. In so doing, it is also the purpose of this Conservation Easement to encourage and promote management and enhancement of wildlife habitats and wetlands, transitory storage of floodwaters, and wildlife-friendly practices on the Property.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

- a. To preserve and protect the conservation values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use of the Property;
- c. To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;
- d. All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property.

In furtherance of the Multiple and Complementary Benefits, Grantee shall exercise the above-described rights in a manner which is in harmony with, and does not materially interfere with, any of the Multiple and Complementary Benefits.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Except as provided in Section 5.a and without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties, are expressly prohibited:

- a. Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; grazing; or weed abatement activities unless these activities are used for the management of native communities; farming; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;
- b. Use of off-road vehicles and use of any other motorized vehicles except on existing roadways or as necessary for the management, operation and maintenance of the property or in connection with any permitted flood control activities conducted on the Property by Grantor or permitted wildlife habitat enhancement activities on the Property conducted by Grantor;
- c. Commercial or industrial uses;

- d. Any legal or de facto division, subdivision or partitioning of the Property;
- e. Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind except as necessary for the management, operation and maintenance of the property or in connection with any permitted flood control activities conducted on the Property by Grantor or permitted wildlife habitat enhancement or interpretive activities on the Property conducted by Grantor;
- f. Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;
- g. Planting, introduction or dispersal of non-native or exotic plant or animal species;
- h. Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;
- i. Altering the surface or general topography of the Property, including building of roads except in connection with any permitted flood control activities conducted on the Property by Grantor or permitted wildlife habitat enhancement activities on the Property conducted by Grantor;
- j. Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required (1) by law for fire breaks, (2) maintenance of existing foot trails or roads, (3) prevention or treatment of disease, (4) as necessary for the removal of existing buildings, or (5) in connection with any permitted flood control activities conducted on the Property by Grantor or permitted wildlife habitat enhancement activities on the Property conducted by Grantor; and
- k. Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters except in connection with any permitted flood control activities conducted on the Property by Grantor or permitted wildlife habitat enhancement activities on the Property conducted by Grantor.

4. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

a. Grantor shall comply with all applicable federal, State and local laws, statutes, rules, regulations and ordinances (collectively, the "Laws") that apply to Grantor respecting Grantor's acquisition, ownership and operation of the Property and obtain any other permits, approvals, and licenses that Grantor is required to obtain under any Law that is applicable to Grantor respecting Grantor's acquisition, ownership and operation of the Property.

b. Grantor shall assume all management, operation and maintenance costs associated with its ownership of the Property, including the costs of ordinary repairs and replacements of a recurring nature and costs associated with Grantor's compliance with any and all laws that are applicable to Grantor in connection with Grantor's ownership and operation of the Property. DWR, Lake County, the Flood Management Agency and the Grantee shall not be liable for any costs associated with the management, operation and maintenance of the Property, including flood management, except and to the extent of those costs associated with any flood management project or activity that is undertaken on the property in the future by DWR, County, or the Flood Management Agency.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

a. Notwithstanding anything stated to the contrary herein, Grantor also reserves the right to lease the property for agricultural purposes if the property was being used for that purpose at the time of the acquisition, and only in those areas in which agricultural activities were being conducted. Agricultural use may include activities necessary for and associated with the harvesting of various crops, including the use of harvesting equipment or machinery, the use of agricultural chemicals in accordance with all applicable laws and regulations, and the use of vehicles off roadways for agricultural purposes. Grantor further reserves the right to lease the property for livestock grazing for fuel reduction purposes. Said grazing shall be conducted according to best management practices. These rights shall terminate upon the implementation of the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project or on December 31, 2025, whichever occurs first unless extended by the prior written approval of the Grantee.

b. Grantor shall be permitted to conduct habitat development and passive recreation on the Property in a manner consistent with the preservation or enhancement of the Multiple and Complimentary Benefits as set forth in Section 1. Hunting and fishing consistent with applicable state and federal regulations shall be considered passive recreations.

6. Grantee's Remedies. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed

prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1. Costs of Enforcement. Any costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

6.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

6.3. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

6.4. Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement Deed shall extend to and are enforceable by the Department of Fish and Game.

7. Fence Installation and Maintenance. Grantor shall install and maintain a fence reasonably satisfactory to Grantee around the Conservation Easement area to protect the conservation values of the Property, including but not limited to wildlife corridors.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that Grantee shall have no duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement Deed, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

8.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep the Property free from any liens, including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

8.2. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of Grantee or any of its employees; (ii) the obligations specified in Sections 4, 8, and 8.1; and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

8.3. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

8.4. Condemnation. This Conservation Easement is a "wildlife conservation easement" acquired by a State agency, the condemnation of which is prohibited except as provided by Fish and Game Code Section 1348.3.

9. Transfer of Easement. This Conservation Easement is transferable by Grantee, but Grantee may assign this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 (or any successor provision then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located.

10. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: Lake County Watershed Protection District
255 North Forbes Street
Lakeport, CA 95453
Attn: Director

To Grantee: Department of Fish and Game
North Central Region
1701 Nimbus Road Suite A
Rancho Cordova, CA 95670
Attn: Regional Manager

With additional
copies to: Department of Fish and Game
Office of the General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Attn: General Counsel

Department of Water Resources
Division of Engineering
Real Estate Branch
1416 Ninth Street, Room 421
Sacramento, CA 95814

Department of Water Resources
Office of the Chief Counsel
1416 Ninth Street, Room 1118
Sacramento, CA 95814

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

12. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Lake County, State of California.

13. General Provisions.

a. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

b. Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement Deed to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 12.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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

g. **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

h. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

i. **No Hazardous Materials Liability.** Grantor represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 8.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Indemnified Parties (defined in Section 8.2) from and against any and all Claims (defined in Section 8.2) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement Deed, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(1) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "CERCLA"); or

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement Deed.

The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

j. Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) which have not been expressly subordinated to this Conservation Easement Deed, and that the Property is not subject to any other conservation easement.

k. Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement Deed), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 13.k shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 10.

l. Recording. Grantee shall record this Conservation Easement Deed in the Official Records of Lake County, California, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR:

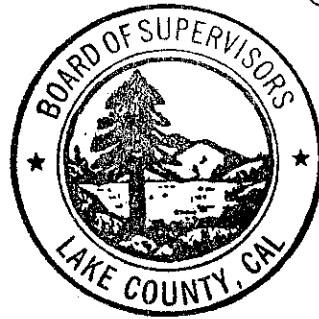
LAKE COUNTY WATERSHED PROTECTION DISTRICT

ATTEST: Kelly F. Cox
Clerk of the Board

Ed Robey
Chair, Board of Directors

By: Mureign James

APPROVED AS TO FORM:
Anita L. Grant, County Counsel



By: Anita L. Grant

GRANTEE:
State of California
Department of Fish and Game
Wildlife Conservation Board

Approved as to form:

BY: John Donnelly

General Counsel
State of California
Department of Fish and Game

NAME: John Donnelly

TITLE: Executive Director

BY: Ann S. Malcolm
Acty General Counsel

DATE: 4/15/2010

EXHIBIT "A"

PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF LAKE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN: 004-022-240-000

PARCEL ONE:

Lots 55, 56, 57, 58, 59, 60 and 61, as shown on that certain map entitled "EDMANDS RECLAIMED LAND CO. SUBDIVISION", filed in the office of the County Recorder of said Lake County on May 12, 1925, in Book 4 of Town Maps at Pages 52 to 56, inclusive.

EXCEPTING THEREFROM that portion thereof as described in Parcel 12 and 13 in the Deed from Essential Products Company, a Nevada Corporation, et al., to Reclamation District No. 2070, recorded June 13, 1930 in Book 67 of Official Records at Page 18.

(Affects lots 57, 58 and 59)

ALSO EXCEPTING THEREFROM that portion of Lots 55 and 56 as set forth in the Deed from Benjamin F. Modglin, et ux., to the County of Lake, recorded May 11, 1962 in Book 374 of Official Records at Page 536, Lake County Records.

PARCEL TWO:

Tract One:

BEGINNING at a point on the North line of Lot 62, as shown on that certain map entitled "EDMANDS RECLAIMED LAND CO. SUBDIVISION," filed in the office of the County Recorder of said Lake County on May 12, 1925, in Book 4 of Town Maps at Pages 52 to 56, inclusive, in the center line of Main Drainage Ditch as conveyed to Reclamation District No 2070, said point of beginning being 1251 feet East of the East line of Polk Avenue No. 5, as shown on said map, and running thence South 00°41' East, along the center line of said ditch, 521 feet; thence South 00°41' East, crossing said ditch, 25 feet, more or less, to the South line of said Lot 62; thence East, along the South line of said Lot 62, 679 feet, more or less, to the Westerly line Edmands Boulevard No. 1, as shown on said Map; thence along the Westerly line of said Boulevard, North 25°15' west 601.6 feet to the North line of said Lot 62; and thence West, along the North line of said Lot 62, 423.2 feet to the point of beginning.

ALSO, BEGINNING at the Southwest corner of Lot 60 of said "EDMANDS RECLAIMED LAND CO. SUBDIVISION", and running thence North 78° East 250 feet to the center line of Hammond Slough, being the old channel of Middle Creek; thence Southerly down the centerline of Hammond Slough, to the North line of

Section 29, Township 15 North, Range 9 west, M.D.M.; thence West 518.2 feet, along the said Section line, to the Easterly line of Edmands Boulevard No. 1, as shown on said subdivision map; and thence, along the Easterly line of said Edmands Boulevard No. 1, as follows: North 25°15' West 601.6 feet, and North 25°15' West 188.4 feet to the point of beginning.

Tract Two:

That portion of Lot 62 of said "EDMANDS RECLAIMED LAND CO. SUBDIVISION", described as BEGINNING at the Northwest corner of Lot 62, and running thence East 582 feet, more or less, to the West line of that certain drainage ditch running North and South through said Lot 62; thence South 564 feet, more or less, along the West line of said drainage ditch, to the South line of said Lot 62; thence West 582 feet, more or less, to the West line of said Lot 62; thence North 564 feet, more or less, to the point of beginning.

Tract Three:

BEGINNING at the Southeast corner of Lot 62, as shown on that certain map entitled "EDMANDS RECLAIMED LAND CO. SUBDIVISION", filed in the office of the County Recorder of said Lake County on May 12, 1925, in Book 4 of Town Maps at Pages 52 to 56, inclusive, thence South 48 feet to the toe of the levee; thence West 1980 feet; thence North 48 feet to the Southwest corner of Lot 61 of said Subdivision, thence East 1980, along the South line of said Lots 61 and 62 to the point of beginning.

EXCEPTING THEREFROM that portion of land heretofore conveyed to C.B. Burress by Deed dated July 3, 1933, executed by the Essential Products Co., a Nevada Corporation; Glen A. Younggreen and Lora L. Younggreen, his wife, Marion Y. Bucknell, formerly Marion A. Younggreen and Roy Bucknell, her husband, recorded July 14, 1933, in Book 87 of Official Records of Lake County at Page 172.

PARCEL THREE:

BEGINNING at the Southwest corner of Parcel Two in Tract Two above and running thence South 33.2 feet; thence, East 679 feet to the East line of Sovereign Location No. 7 within Section 29, Township 15 North, Range 9 West, M.D.M.; thence, North along the East line of said Location, 33.2 feet to the North line of said Section 29, and thence, West, along the North line of said Section 29, and thence, West, along the North line of said Section 29, 679 feet to the place of beginning.

PARCEL FOUR:

BEGINNING at a point on the North line of Section 29, Township 15 North, Range 9 West, M.D.M., 300 feet East of the Northwest corner of Location No. 154, Swamp and Overflowed Lands; said point of beginning, being the Northeast corner of Parcel Two of those certain lands conveyed by Essential Products Co., et al., to Reclamation District No. 2070 by Deed dated June 1, 1930, of record in Book 67 of Official Records of Lake County at Page 18, and running thence South 39°06' East 465.2 feet along the Northeasterly line of said lands so conveyed to Reclamation


District No. 2070, to the center line of the old channel of Middle Creek, (being on the West line of Lot 333, as shown on that certain map entitled "CLEAR LAKE VILLAS", filed in the office of the County Recorder of said Lake County on July 1, 1922, in Book 3 of Town Maps at Pages 2 to 9, inclusive); thence Northerly up the center of the channel of said creek, and being along the Westerly line of said Lot 333, to the North line of said Section 29; and thence West 360 feet to the place of beginning.

STATE OF CALIFORNIA)
 }
COUNTY OF LAKE)

On October 7, 2008, before me, Georgine Hunt, personally appeared Ed Robey, Chair of the Lake County Watershed Protection District, for the County of Lake, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same in her authorized capacity and that her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature



Georgine Hunt
Assistant Clerk of the Board

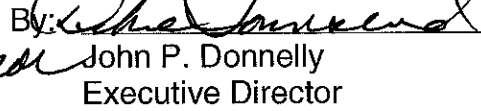


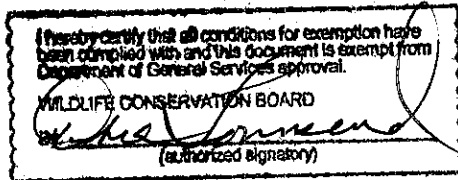
Clear Lake Conservation Area
Expansion 1
Middle Creek Unit
Lake County

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the Conservation Easement Deed, dated October 7, 2008, from Lake County Watershed Protection District to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the Wildlife Conservation Board, Department of Fish and Game, Natural Resources Agency, State of California, adopted on February 25, 2010, and the grantee consents to the recordation thereof by its duly authorized officer.

STATE OF CALIFORNIA
Natural Resources Agency
Department of Fish and Game

By: 
John P. Donnelly
Executive Director
Wildlife Conservation Board



Date: 4/15/2010

<Pawan.Upadhyay@lakecountyca.gov>

Subject: [EXTERNAL] Re: FCP- Middle Creek: Conservation Easement for APN: 004-010-04- Public Inquiry

Works for me.

Get [Outlook for iOS](#)

From: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>

Sent: Tuesday, May 20, 2025 3:49:34 PM

To: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>; Upadhyay.Pawan@LC
<Pawan.Upadhyay@lakecountyca.gov>

Subject: RE: FCP- Middle Creek: Conservation Easement for APN: 004-010-04- Public Inquiry

Tomorrow afternoon is better. Maybe around 3? Would that work?

Elizabeth Bryson, P.E.

Manager, Flood Financial Assistance Section
Division of Flood Planning and Improvements
Cell: (916) 699-8379



From: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>

Sent: Tuesday, May 20, 2025 3:47 PM

To: Upadhyay.Pawan@LC <Pawan.Upadhyay@lakecountyca.gov>

Cc: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>

Subject: Re: FCP- Middle Creek: Conservation Easement for APN: 004-010-04- Public Inquiry

Thanks Pawan. I can after 4:30 today. Liz can you attend today?

Get [Outlook for iOS](#)

From: Pawan Upadhyay <Pawan.Upadhyay@lakecountyca.gov>

Sent: Tuesday, May 20, 2025 3:30:23 PM

To: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>

Cc: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>

Subject: RE: FCP- Middle Creek: Conservation Easement for APN: 004-010-04- Public Inquiry

Hello Nahideh,

We've received a similar PRA request, and I'm in the process of gathering the older documents. Would you be available for a quick Teams or Zoom call today or tomorrow to go over this?

Thanks,
Pawan

From: Madankar, Nahideh@DWR <Nahideh.Madankar@water.ca.gov>

Sent: Tuesday, May 20, 2025 11:32 AM

To: Pawan Upadhyay <Pawan.Upadhyay@lakecountyca.gov>

Cc: Bryson, Elizabeth@DWR <Elizabeth.Bryson@water.ca.gov>

Subject: [EXTERNAL] RE: FCP- Middle Creek: Conservation Easement for APN: 004-010-04- Public Inquiry

Good Morning, Pawan,

I am following up regarding the parcel shown below. DWR has received a public inquiry concerning this property. It is understood that the County has leased the parcel to a third party for use as a biochar facility. It is unclear to DWR whether the operations and objectives of the lessee are consistent with the intended purpose of the land purchased using State funds.

To help DWR respond to the public inquiry, please provide a copy of the conservation easement deed/agreement for the property (**APN: 004-010-04**) – attached for reference final buyer's statement.

Additionally, I have not yet received any information regarding the County's **Maintenance Trust Fund Account** for acquired lands. This issue was raised during my initial review of invoices 17 and 17A last year. As a result, both invoices remain pending until the County finalizes the invoices and provide details of the Trust Fund Account.

Property (Old River Vinters):
755 E Hwy 20, Upper Lake, CA
APN: 004-010-04

Regards,

Nahideh Madankar, P.E.

Department of Water Resources
3464 El Camino Avenue, Suite 200
Sacramento, CA 95821
Phone: (916) 820-7550
Nahideh.Madankar@water.ca.gov

From: Madankar, Nahideh@DWR

Sent: Tuesday, May 13, 2025 3:27 PM

To: Upadhyay.Pawan@LC <Pawan.Upadhyay@lakecountyca.gov>

Subject: FCP- Middle Creek: Conservation Easement for APN: 004-010-04

Hello Pawan,

I am looking for some old records for Middle Creek without much luck. I would appreciate it if your team could share with me the final agreement for the Subject.

The property was listed in DWR's original agreement (in 2003/2004). It is possible that APN# 004-010-04 was combined with multiple other properties as part of one CE agreement. I have attached a map I located in DWR files. Thank you for any input.

Property (Old River Vinters):
755 E Hwy 20, Upper Lake, CA
APN: 004-010-04

Regards,

Nahideh Madankar, P.E.

Department of Water Resources
3464 El Camino Avenue, Suite 200



Fidelity National Title Company

377 Lakeport Blvd., Lakeport, CA 95453
Phone: (707)263-0127 | FAX: (707)263-0901

FINAL BUYER'S STATEMENT

Settlement Date: October 22, 2015
Disbursement Date: October 22, 2015

Escrow Number: FSON-0301-FSNX-3011400337
Escrow Officer: Sharon Salvador

Buyer: Lake County Watershed Protection District, a public entity
255 N. Forbes St.
Lakeport, CA 95453

Seller: Robinson Lake Vineyard, LLC, a California limited liability company who acquired title as
Robinson Lake Vineyard, LLC
2042 Pine Acres
Conroe, TX 77384

Property: 755 and 737 E. State Hwy 20
Upper Lake, CA
Parcel ID(s): 004-010-040-000 004-013-180-000

		\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION			
Contract sales price		1,510,000.00	
Buyer's funds to close	Lake County Watershed Protection District, a public entity		1,529,906.82
PRORATIONS/ADJUSTMENTS			
Relocation of personal property and equipment		17,354.94	
County taxes	07/01/15 to 10/22/15 (\$7,171.93 / 180 X 111 days)		4,422.69
TITLE & ESCROW CHARGES			
Escrow Fee	Fidelity National Title Company	2,350.00	
RE: Commercial			
Owner's title insurance	Fidelity National Title Company	3,408.00	
Policies to be issued:			
Owners Policy			
Coverage: \$1,510,000.00	Premium: \$3,408.00 Version: CLTA Standard Coverage Policy 1990		
MISCELLANEOUS CHARGES			
refund of excess funds	Department of Water Resources	1,216.57	
Subtotals		1,534,329.51	1,534,329.51
TOTALS		1,534,329.51	1,534,329.51

SAVE THIS STATEMENT FOR INCOME TAX PURPOSES

FSNY 301140033755

Recording Requested By:

Lake County Watershed Protection District

And When Recorded Mail To:

Board of Directors
Lake County Watershed Protection District
Courthouse – 255 N. Forbes Street
Lakeport, CA 95453



Doc # 2015013886
Page 1 of 4
Date: 10/22/2015 09:03A
Filed by: FIDELITY NATIONAL TITLE
Filed & Recorded in Official Records
of COUNTY OF LAKE
RICHARD A. FORD
COUNTY RECORDER
Fee: \$0.00

Documentary Transfer Tax \$ Exempt
County of Lake

By: Thomas R. Engler

Recording Fee \$0.00

Govt. Code 27383

Space Above This Line For Recorder's Use

004-010-040
004-013-180

GRANT DEED

ROBINSON LAKE VINEYARD, LLC, a California limited liability company who acquired title as ROBINSON LAKE VINEYARD, LLC

do(es) hereby GRANT to the

LAKE COUNTY WATERSHED PROTECTION DISTRICT, a public entity, the following described real property in the County of Lake, State of California;

FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO:

**ROBINSON LAKE VINEYARD, LLC,
a California limited liability company**

BY: Katherine Mims
Katherine Mims, Manager

Dated: 7/30/15

BY: Kevin Mims
Kevin Mims, Manager

(Signatures must be notarized)

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

State of ~~California~~ ^{Texas})
) ss
County of ~~Montgomery~~)

On August 3, 2015, 2015 before me, Wendy R Trahan, Notary Public, personally appeared Katherine Minus, Manager who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. and Kevin Minus, Manager of Robinson Lake Vineyard, LLC

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.

Wendy R Trahan

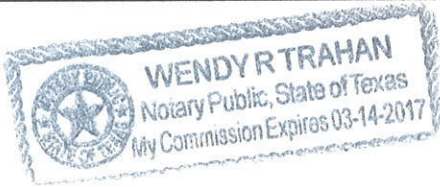


EXHIBIT "A"

LEGAL DESCRIPTION

For APN/Parcel ID(s): 004-010-040-000 and 004-013-180-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF LAKE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Beginning at the Northwest corner of the Northeast quarter of Section 18, Township 15 North, Range 9 West, M.D.B. & M.; thence running North 13° East 13.40 chains to the center of creek; thence following the meanders of said creek North 3° East 5 chains; thence North 34° 30' East 6.33 chains; thence North 12° East 4.87 chains; thence North 43° East 11.66 chains; thence North 6° 30' East 4 chains to the County Road; thence East 25.08 chains to the quarter corner between Sections 7 and 8 of said Township and Range; thence South along the Section line 15.11 chains; thence West 20 chains; thence South 24.89 chains to the North line of said Section 18; thence West 20 chains to the place of beginning.

Excepting therefrom all that portion thereof lying Northerly of the Southerly line of State Highway 20.

Also excepting therefrom all that portion conveyed to the State of California by Deed recorded February 10, 2009, Instrument No. 2009-001937, of Official Records.

APN: 004-010-040-000

Parcel Two:

Parcel A, as shown on a map filed in the office of the County Recorder of said Lake County on April 24, 1985, in Book 26 of Parcel Maps at Page 32, being a portion of Section 18, Township 15 North, Range 9 West, M.D.M.

APN: 004-013-180-000

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated April 30, 2015, from Robinson Lake Vineyard, LLC, a California limited liability company who acquired title as Robinson Lake Vineyard, LLC to the LAKE COUNTY WATERSHED PROTECTION DISTRICT, a public entity, is hereby accepted by order of the Board of Directors on 07/21/2015, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 07/21/2015

COUNTY OF LAKE
MATT PERRY
Clerk of the Board

By: 

Government Code
27281





Memorandum

7/21/2015

Item#:9.5

MEMORANDUM

TO: Board of Directors, Lake County Watershed Protection District
FROM: Scott De Leon, Water Resources Director
DATE: July 6, 2015
SUBJECT: Consent Agenda Item for July 21, 2015

Property Acquisition - Middle Creek Flood Damage Reduction and Ecosystem Restoration Project - Approval of Purchase Contract

APN 004-010-04 & 004-013-18, 755 & 737 E State HWY 20, Upper Lake

EXECUTIVE SUMMARY: On March 23, 2004 the Lake County Watershed Protection District (District) entered into an agreement with the California Department of Water Resources (CDWR) for the Flood Protection Corridor Program Grant (5.214 million dollars). Grant funds were frozen in December 2008 due to the State's fiscal problems. The agreement was amended in May 2011 extending the grant and adding additional funds (total funds of 12.714 million dollars). The grant provides funds for the purchase of flood prone properties, from willing sellers in the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project (Project) area. The Project is one step in the process of restoring damaged habitat and the water quality of the Clear Lake watershed. To date, seventeen properties have been appraised and purchased.

The grant requires that the acquisition of the real properties and the relocation of the occupants be conducted in the conformance with applicable Federal and State policies and procedures. The State Uniform Relocation Assistance and Real Property Acquisition Policies Act, provides that any public entity may, in order to prevent unnecessary expenses and duplication of functions, and to promote uniform and effective administration of relocation assistance programs, utilize the services of other agencies having an established organization to manage and implement relocation assistance programs. In October of 2012 the Board entered into an agreement with Paragon Partners LLC to provide acquisition and relocation services.

Paragon Partners LLC recently completed the appraisal process on several properties and presented offers to those property owners. Today's item presents an accepted offer for the following property:

APN 004-010-04 & 004-013-18, 755 & 737 E State Highway 20, Upper Lake: The 115.25 acre property has a 49 acre vineyard and vacant land (formerly vineyard) and is owned by Robinson Lake Vineyard LLC. The fair market value is \$1,510,000 as established by an independent fee appraisal and review by the State of California, Department of Water Resources, Real Estate Division. This acquisition is fully funded by the DWR Grant. The northern portion of the property (approximately 40 acres) is outside of the Project boundaries. Staff is investigating options for this portion of the property. Attached as Exhibit "A" is a vicinity map showing the location of the subject property.

This acquisition is necessary for the purpose of flood control protection as provided in the State of California Water Code Section 79037, Division 26, Chapter 5, Article 2.5.

It is recommended that the Board of Supervisors, sitting as the Board of Directors of the Lake County Watershed Protection District, authorize the Chair to sign the real property purchase contract along with instructions to the Clerk to certify the grant deed for recordation. The grant deed will be recorded by a Title guarantee company upon the Board's acceptance.

To minimize reproduction costs, the original documents are attached to the Clerk's copy of the original cover memo and only a copy of this memo is furnished for each individual Board member.

FISCAL IMPACT: None Budgeted Non-Budgeted
Estimated Cost: \$1,510,000
Amount Budgeted:
Additional Requested:
Annual Cost (if planned for future years):

FISCAL IMPACT (Narrative):

STAFFING IMPACT (if applicable):

RECOMMENDED ACTION: It is recommended that the Board of Supervisors, sitting as the Board of Directors of the Lake County Watershed Protection District, authorize the Chair to sign the real property purchase contract along with instructions to the Clerk to certify the grant deed for recordation. The grant deed will be recorded by a Title guarantee company upon the Board's acceptance.

May 20, 2025

To the Lake County Board of Supervisors,

My name is Terra Morris, and I am writing in support of the appeal for the “AG Forest Wood Processing Bioenergy Project” (UP 23-05, IS 23-10) at 755 E. Hwy. 20 in Upper Lake. **I urge you to repeal the use permit granted by the Planning Commission in December 2024.**

This project should be located away from the community and sensitive receptors, away from environmentally sensitive areas like waterways and wetlands, and should be on land zoned for industrial use. Upper Lake should not be used as collateral damage to settle the Red Hills Bioenergy lawsuit (Case CV421326). The County should not have leased this parcel for this project. This property was purchased with state funds under an agreement with the Department of Water Resources to “protect or enhance flood protection corridors while preserving or enhancing wildlife value for properties located at the north end of Clear Lake.” This project threatens the sensitive ecosystem around Rodman Slough, the waterways that feed into Clear Lake, nearby agricultural resources, the clean air in the Upper Lake Valley, and the health and quality of life for Upper Lake residents, the Community, and wildlife.

In 2015, the Lake County Watershed Protection District purchased 115 acres of prime agricultural land at 737 and 755 E. Hwy 20, Upper Lake, CA for [\\$1,534,329](#). This land was purchased with funds from the California Department of Water Resources under Agreement No. 4600003318 for the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project ([SAP Contract No. 4600003318](#), [Amendment1](#), [Amendment2](#), [Amendment3](#)). The land agreement states the Watershed Protection District must (among other things):

- Get permission from the DWR to sell, transfer, or lease the property
- If permission is granted by the State to lease the land, lease must abide by Agreement No. 4600003318 and any Flood/Conservation Easement deeds
- Protect the wildlife value of the property
- Put 20% of the purchase value into a trust to maintain the property

Additional documents may be found here:

https://drive.google.com/drive/folders/11XQulw6pxNuH35RlM23cNOB0crWJpPiq?usp=drive_link

This property is zoned:

- Agricultural Preserve Zone (APZ)
- Scenic Combining (SC)
- Waterway (WW)
- Floodway Fringe (FF)

In California, APZ is an area designated by local government to preserve agricultural and open space land, often with contracts that restrict land use under The Williamson Act.

So how did an industrial project end up on prime ag land near a waterway and the 100-year flood zone?

A settlement in the Red Hills Bioenergy lawsuit led to this industrial project being moved to Upper Lake, on an environmentally sensitive area, near waterways that drain into Rodman Slough. This project will impact nearby residences, ag workers, ag resources, offices, schools, the community, wildlife and the environment.

Red Hills:

The original location of this project was [7130 Red Hills Rd \(UP 19-05 IS 19-09\)](#)

The Vineyard Manager at Beckstoffer Vineyards Red Hills appealed the use permit.

The Board of Supervisors voted against the appeal and upheld the permit.

Red Hills community members, including SVBPI tribal members and stakeholders, and local businesses formed the “Citizens for Environmental Protection and Responsible Planning” and filed a civil lawsuit against the Red Hills Project Developer Thomas Jordan, the County, and the Board of Supervisors (Case CV421326) – See [Writ of Mandate](#) for details.

- The lawsuit went from [October 2020 to July 2023](#).
- Court documents show a [settlement was reached in closed session April 2023](#).
- In June 2023 an [Addendum](#) to the Red Hills permit (MND) showed significant reductions in project scope to reduce dust, noise, and overall impact on nearby residences, businesses and agricultural resources. Modifications:
 - The entire 28,000 ft² outdoor wood processing area was eliminated; thus, eliminating the chain saws, woodchipper, hammer mill, front loader
 - All biomass will arrive at Red Hills in pre-processed ¼ inch wood chips
 - Wood chips will be delivered in a covered truck.

Additional documents may be found here:

https://drive.google.com/drive/folders/11XQulw6pxNuH35RIM23cNOB0crWJpPiq?usp=drive_link

- Delivery truck must back into the structure and offload the wood chips directly into the gasifiers. Wood chips cannot be loaded/unloaded outside of the canopy structure.
- Deliveries are limited to one truck per day
- In July 2023, the Red Hills lawsuit was officially dismissed in court.

Upper Lake:

Documents prepared in 2021 show the Project Developer and the Community Development Department started planning to move the wood processing site from Red Hills to Upper Lake about 6 months after the Red Hills lawsuit was filed. In May 2023, one month after the Red Hills lawsuit was settled in closed session, the initial site plans were created for a wood processing and bioenergy project in Upper Lake, on land owned by the County. On April 22, 2024, the application for the use permit was submitted (UP 23-05, IS 23-10). The next day(!), April 23, 2024, the County entered into a 15 year lease agreement for 42.6 acres of prime ag land (with the option to renew) for \$100/year.

Everything that was eliminated from the Red Hills project to settle the lawsuit was moved to Upper Lake, a more environmentally sensitive area:

- The site in Upper Lake has two waterways/blueline streams that drain directly into Rodman Slough and the north end of Clear Lake.
- This area has one of the highest water tables in the County, which is beneficial for dry farming, but leaves it susceptible to groundwater contamination.
- Dust and emissions could compromise the air quality in the Upper Lake Valley and Clover Valley.
- This property is near sensitive wetlands, within the 100-year floodplain, and an important wildlife corridor that connects the north end of Hogback Ridge to Rodman Slough, a freshwater source for wildlife during the dry season.

The outdoor wood processing area, wood processing equipment, heavy machinery, and ~5 deliveries of biomass per day were eliminated from the Red Hills project due to the impact the noise and dust would have on surrounding residents, businesses and agricultural resources.

- Upper Lake has agricultural workers 100 ft from the site, tribal offices 600 ft from the site, multiple residences 1000-1500 ft away, and 4 schools within 3000 feet

Additional documents may be found here:

https://drive.google.com/drive/folders/11XQulw6pxNuH35RIM23cNOB0crWJpPiq?usp=drive_link

Experts from Beckstoffer Vineyards Red Hills said the dust generated during the wood chipping process can spread mites, fungus and pathogens, compromising agricultural resources.

- Upper Lake is adjacent to vineyards and pear orchards which could be impacted by dust, mites, fungus, and pathogens that become airborne during the chipping process.
- Sudden Oak Death (SOD) fungus is found in the Mendocino National Forest. SOD becomes airborne during the wood chipping process and enters waterways when it rains, putting Upper Lake's beautiful oak trees in danger.

The Red Hills lawsuit stated the scenic corridor and American Viticultural Area (AVA) appellation were threatened by the project.

- Hwy 20 between Calpella and Hwy 16, which includes Upper Lake, was identified by CalTrans as [eligible to be a scenic corridor](#).
- In 2022, the [Upper Lake Valley became the 8th AVA in Lake County](#). It was selected due to its [hydrology, rich and fertile soil, and climate](#).

The Red Hills lawsuit stated land zoned for agricultural use should not be used for industrial purposes.

- The site in Upper Lake is zoned as Agricultural Preserve Zone (APZ), Scenic Combining (SC), Waterway (WW), Floodway Fringe (FF).
- This is not the right location for an industrial project.

The Red Hills lawsuit stated the noise analysis excluded sensitive receptors.

- The noise analysis for Upper Lake did not include all wood processing equipment that may be used on-site and excluded many sensitive receptors, including the offices behind Running Creek Casino, located 600 feet from the project site. This analysis was not conducted by a sound expert.
- Community members in Upper Lake hired an expert to evaluate the sounds level analysis and conduct an independent analysis. This [expert found](#) the sound analysis in the project application included errors and incorrect calculations. Sensitive receptors were removed from the analysis, as the project can't meet the County's noise level ordinance at the tribal offices located 600 feet to the west and the closest residence roughly 1000 feet to the east.

Additional documents may be found here:

https://drive.google.com/drive/folders/11XQulw6pxNuH35RIM23cNOB0crWJpPiq?usp=drive_link

The Red Hills lawsuit said, “failure to disclose crucial elements of the project”, “inconsistent descriptions” and “continuous changes to key components of the project” resulted in an **“unstable project description”**

- The Upper Lake Community faced the same challenges as the Red Hills Community with an unstable project description across the EDA funding application, NEPA, CEQA, the application for the use permit, and in-person presentations.
- The misleading and inconsistent details about the project, on-going changes to the project scope and specifications, failure to disclose key elements of the project, and inaccurate site plans and environmental assessments downplay environmental risks.
- Emails obtained through multiple PRAs show how the people responsible for creating these documents intentionally manipulated the information to conceal elements of the project. Thomas Jordan (Project Developer), Steve Rumbaugh (Project Manager), and Laura Hall (Senior Planner) were primarily responsible for the inconsistent and inaccurate information presented to the community.
- Much of what was presented to the community during Western Regional Town Hall meetings and planning meetings did not match the application for the use permit.
- The site plans in the application for the permit include details that were copied from other projects in San Benito County, City of Hollister, and British Columbia, all unrelated to the project in Upper Lake.
- The site plans were not created by a licensed professional engineer or design professional. The CDD claims the plans do not need to be signed at this stage of the process, yet the current plans do not take the required setback from the west waterway into account. The NEPA documents claim all construction will be 100 feet from the waterway, yet the application for the use permit doesn’t reflect this.
- The Project Manager, Steve Rumbaugh of Woodbridge Energy Company (WEC), has a history of owning/starting energy related companies that are deactivated within 3-5 years of being created. We found at least 10 LLCs for energy related companies in California under his name. This includes LLCs that were deactivated by the Franchise Tax Board, had lawsuits and liens from clients for incomplete projects, and complaints of fraudulent business practices to the Better Business Bureau of California. When we contacted the members of Steve Rumbaugh’s team listed on the WEC website, we found his “colleagues” did not know they were listed on his website, did not give Steve Rumbaugh permission to use their photographs/ biographies/accomplishments on his website, and were not affiliated with Woodbridge Energy Company.

Additional documents may be found here:

https://drive.google.com/drive/folders/11XQulw6pxNuH35RIM23cNOB0crWJpPiq?usp=drive_link

Photos of the property before and after the County purchased the land



Additional documents may be found here:

https://drive.google.com/drive/folders/11XQulw6pxNuH35RIM23cNOB0crWJpPiq?usp=drive_link

755 E. Hwy 20
Upper Lake, CA

SAP Contract No. 4600003318

Funding and land use agreement between
Lake County Watershed Protection District and the
California Department of Water Resources

Prime Ag Land Purchased for Flood Protection by LC Watershed Protection District

2015: Lake County Watershed Protection District used DWR grant funds to purchase prime ag land at 755 and 737 E State Hwy 20 for \$1.5 million from Robinson Lake Vineyard, LLC.

“On August 28, 2003, the **California Department of Water Resources** and the **Lake County Watershed Protection District** entered into a grant funding agreement for the purpose of acquiring interests in real property from willing sellers to protect or enhance flood protection corridors while preserving or enhancing wildlife values of the real property.”

- 2003: Watershed Protection District successfully applied for Department of Water Resources “Flood Protection Corridor Program” grant funds for the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project*
- 2006: Funding increased to \$5.714 million
- 2011: Funding increased to \$12.714 million
- 2014: Contract extended to June 2017

Lease Agreement with Scotts Valley Energy Corporation

April 2024, Lake County Watershed Protection District entered into a lease agreement with Scotts Valley Energy Corporation at 755 E. Hwy 20, Upper Lake, CA to create the County's central wood processing and bioenergy/biofuels production plant.

- **15-year lease with option to renew**
- **\$100/year for 42.6 acres of prime agricultural preserve land**
- **Land purchased using DWR grant funds to enhance flood protection corridors while enhancing or preserving wildlife value on real land**
- **This lease allows for an industrial project to be placed on environmentally sensitive land.**

Source: Lease Agreement, Document # 2024004646 filed and recorded in official records of County of Lake on May 07, 2024

Project Funding

Grant 1:

- U.S. Department of Commerce’s Economic Development Administration grant through the American Rescue Plan Indigenous Communities program*
- **\$5 million awarded in 2024 “to jumpstart the tribe’s renewable energy industry through development of a sustainable fuel processing facility”**
- “This project will support site work and equipment procurement for a new woody biomass processing facility that will be used to transform locally-sourced, low-value biomass into firewood, pellet-based fuels, and other bioenergy projects.”

Grant 2:

- U.S. Department of Agriculture’s Forest Service Wood Products Infrastructure Assistance Grant^
- **\$409,000 in May 2024 “to create a campus in Upper Lake dedicated to using wood for energy”**

*Source: <https://www.eda.gov/news/press-release/2022/09/20/us-department-commerce-invests-5-million-american-rescue-plan-funds-1>

^Source: <https://www.fs.usda.gov/science-technology/energy-forest-products/wood-innovation/grants>

Lake County Zoning Map - Agriculture Preserve

gispublic.co.lake.ca.us/portal/apps/webappviewer/index.html?id=87dfc0c535b2478bb67df69d6d319eca

Lake County Parcel Viewer built with Web AppBuilder for ArcGIS

755 e state highway 20

Show search results for 755 e s...

Parcel: 004-010-04

Assessed Acres	42.60
Acres (as drawn)	42.601
Jurisdiction	County
Base Zoning District	APZ
Full Zoning - 1	APZ-SC-WW-FF
Full Zoning - 2	
Full Zoning - 3	
General Plan - 1	A
General Plan - 2	RC
General Plan - 3	
Supervisor Dist	3
Census Tract	1.00
...	...

Zoom to

BASE ZONING DISTRICTS

"A" & "APZ" - Agriculture & Agricultural Preserve

Allows all agricultural uses, including one dwelling, processing (wineries, packing sheds, etc.), and labor quarters. Minimum lot size typically 40 acres. "APZ" land is subject to Williamson Act Agricultural Preserve contract, and land divisions are discouraged.

Land is zoned:
 Ag Preserve Zone
 Scenic Combining
 Waterway
 Flood fringe

600ft -122.88347 39.15834 Degrees

Maxar | Lake County I.T. Dept. | Lake County IT Dept

POWERED BY esri

BASEMAPS >

MAP LAYERS >

- Wetlands
- Riparian
- Riparian Mapping Areas
- Data Source
 - Source Type
 - Image Scale
 - Image Year
- Areas of Interest
- FWS Managed Lands



National Wetlands Inventory

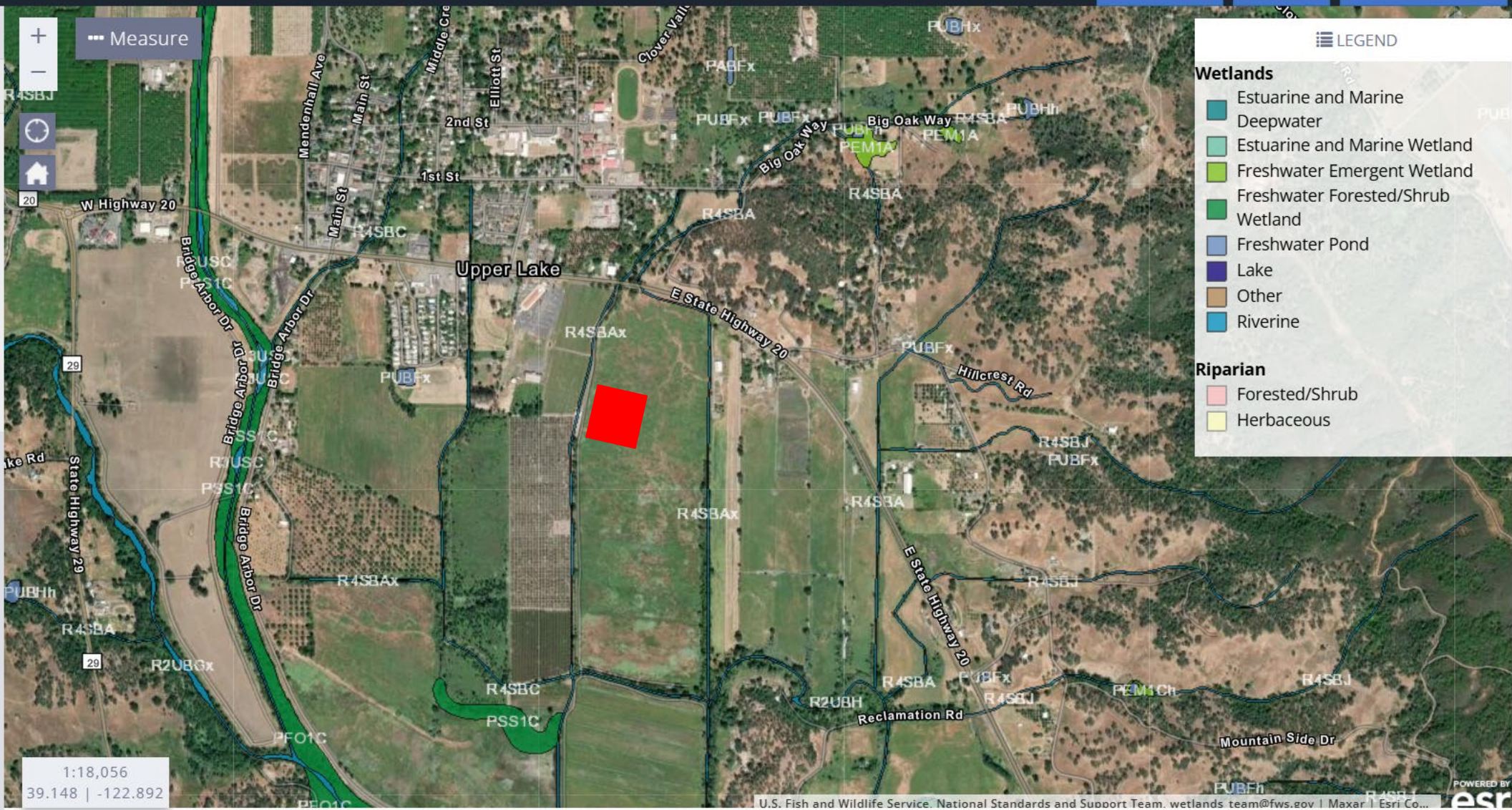
surface waters and wetlands

ABOUT GET DATA PRINT FIND LOCATION

BASEMAPS >

MAP LAYERS >

- Wetlands
- Riparian
- Riparian Mapping Areas
- Data Source
 - Source Type
 - Image Scale
 - Image Year
- Areas of Interest
- FWS Managed Lands



LEGEND

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

Riparian

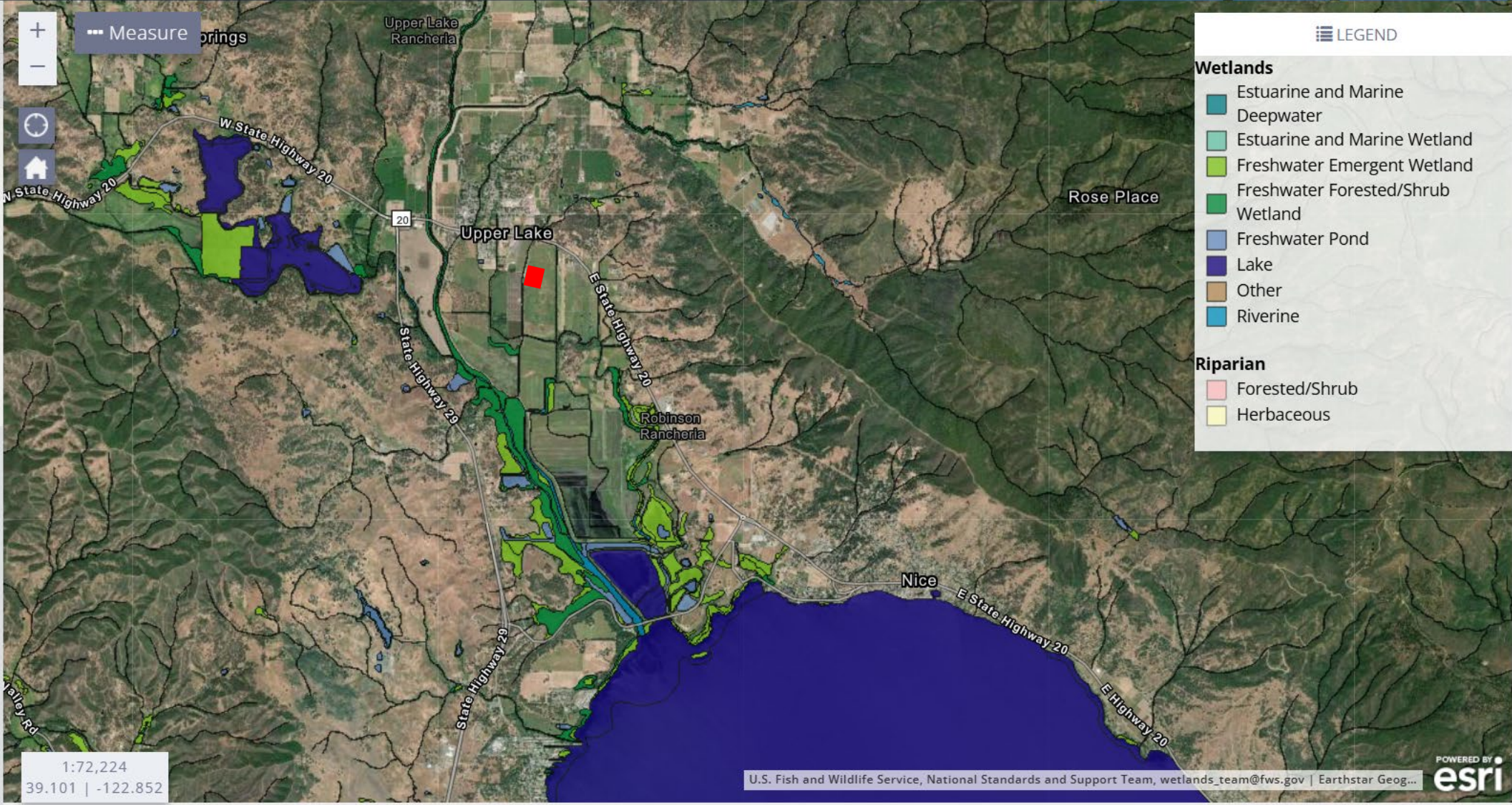
- Forested/Shrub
- Herbaceous

1:18,056
39.148 | -122.892

BASEMAPS >

MAP LAYERS >

- Wetlands ① ?
- Riparian ① ?
- Riparian Mapping Areas ① ?
- Data Source ① ?
 - Source Type
 - Image Scale
 - Image Year
- Areas of Interest ?
- FWS Managed Lands ① ?



LEGEND

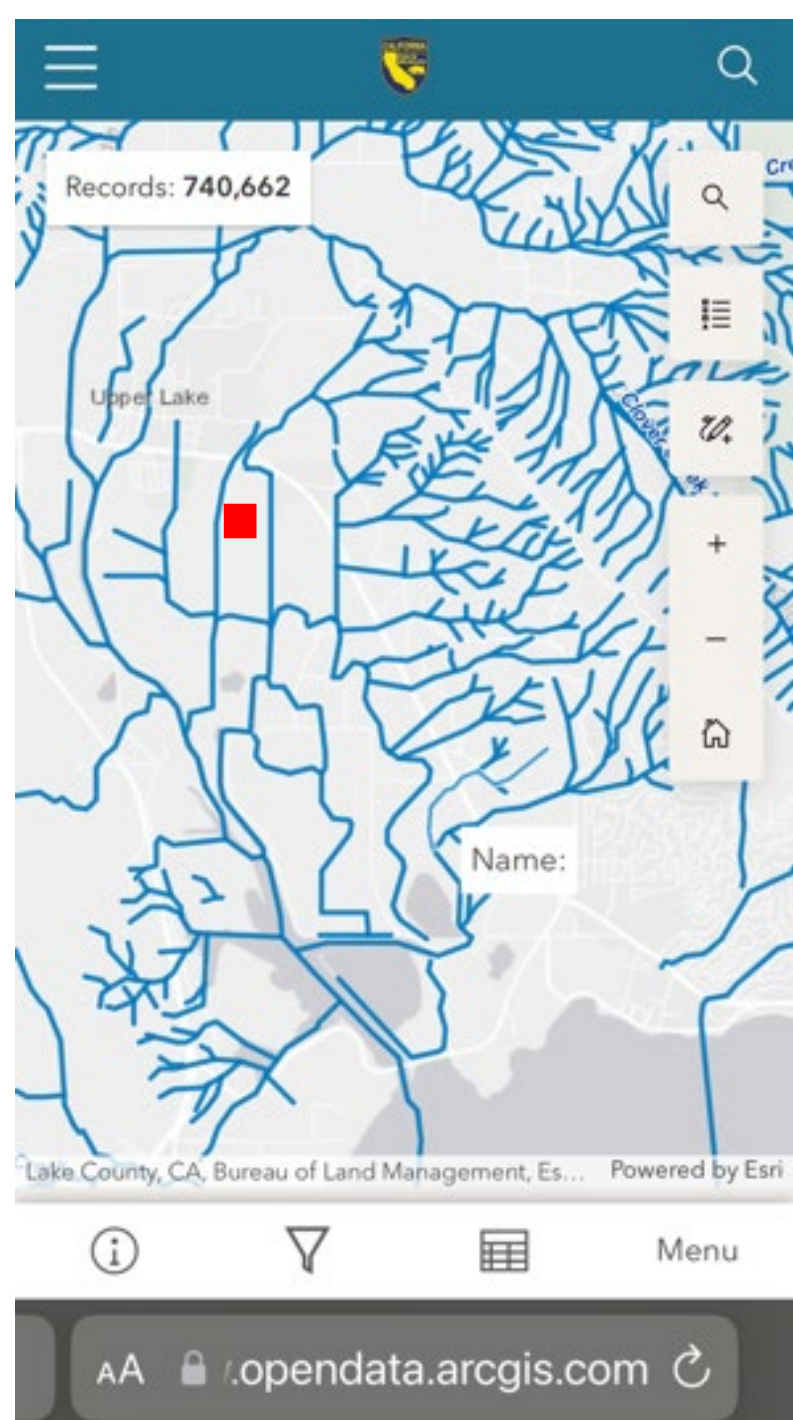
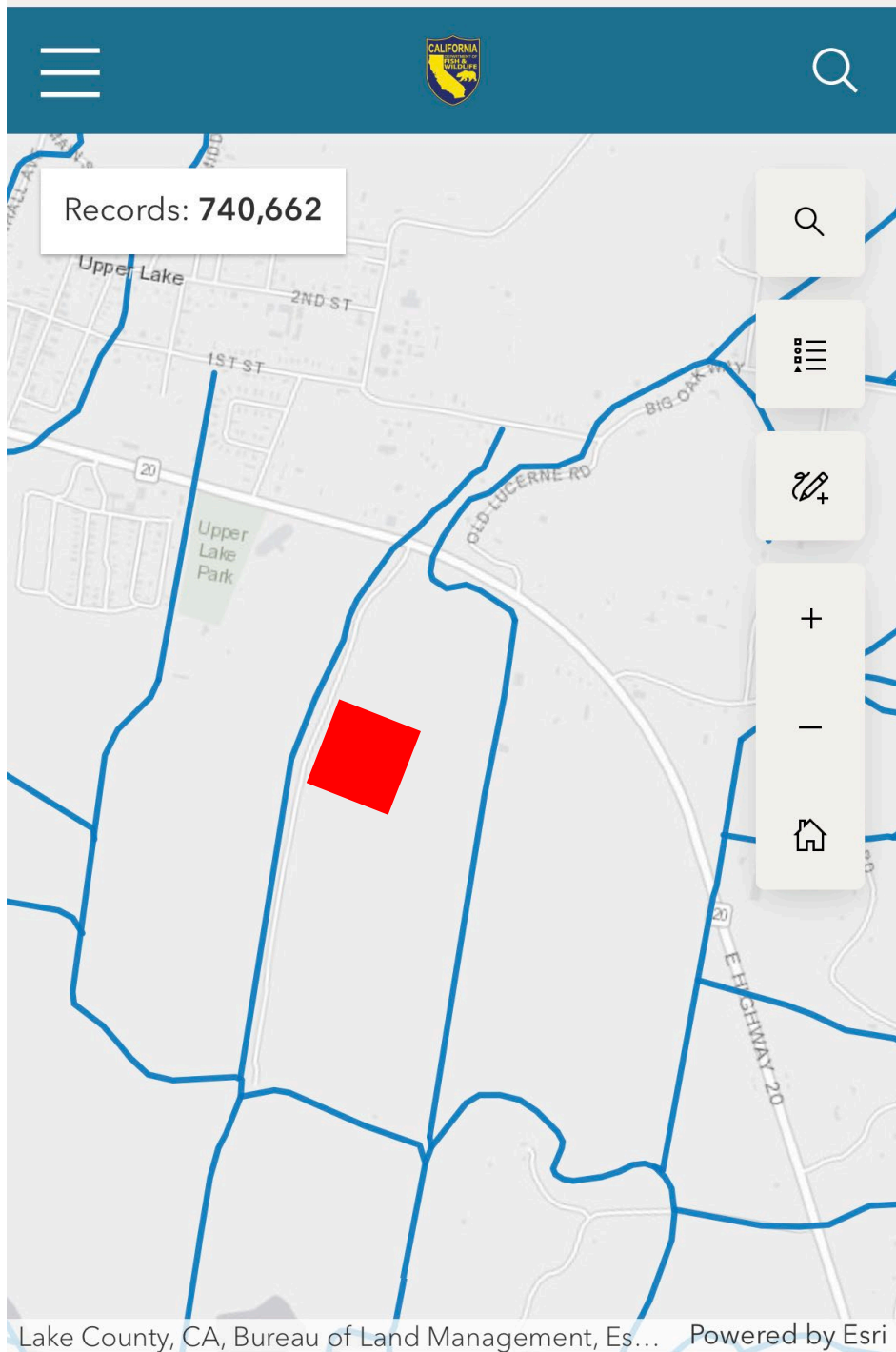
Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

Riparian

- Forested/Shrub
- Herbaceous

1:72,224
39.101 | -122.852





Source: Drone footage of waterway on western border of project site (taken March 2025)

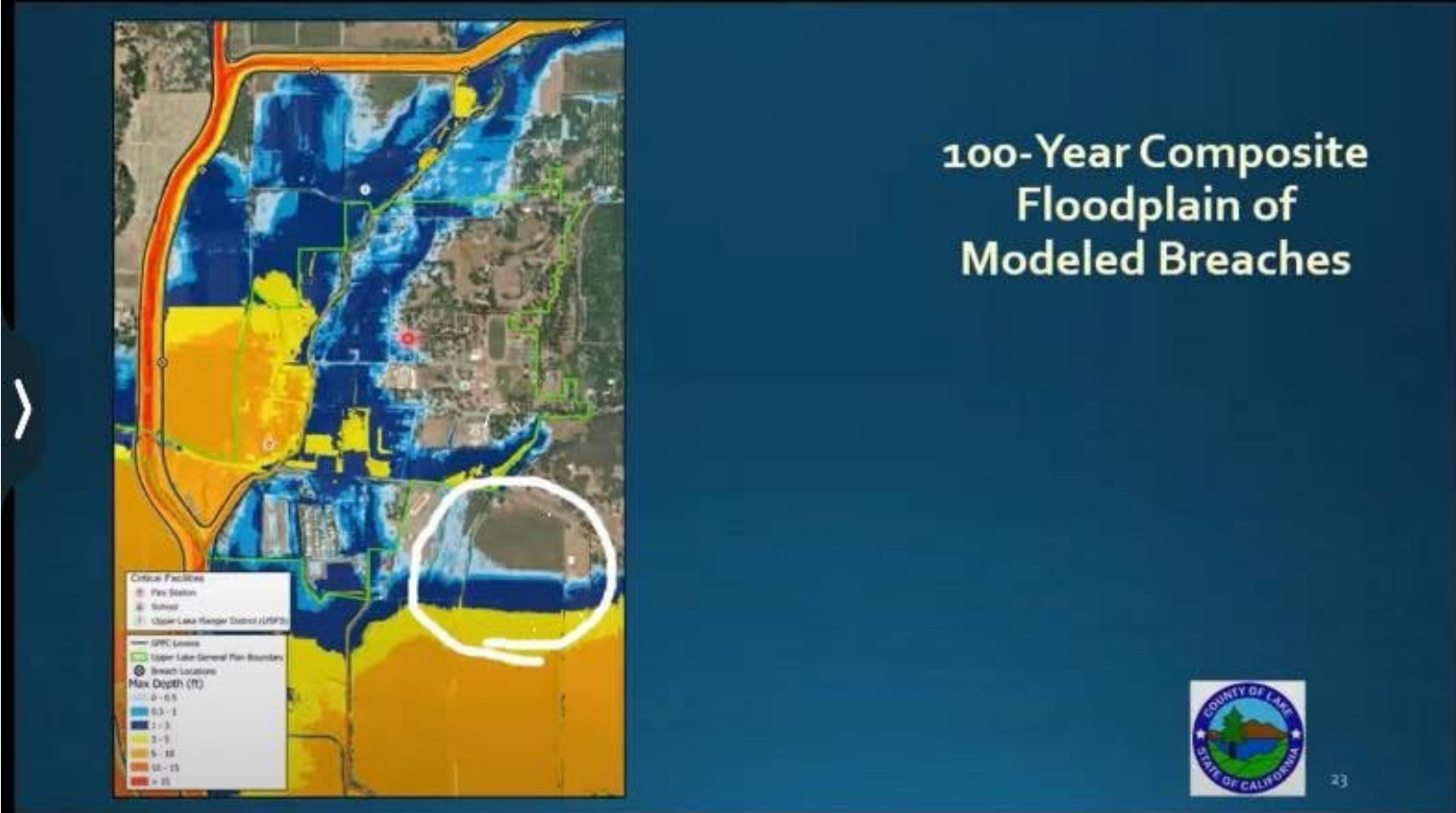
Click here to see full video: https://drive.google.com/file/d/1NWaptFAD5xfwMrYorcRXlpmRGlbi3Txx/view?usp=drive_link



Western stream January 2025



Aquatic plants photographed May 2025. Click here to see full video:
https://drive.google.com/file/d/1qszt1JoqDfexeOkfedzOHNGdV_bPBzUp/view?usp=drive_link



Source: NEPA document submitted by Applicant for Use Permit and shows project site near waterways

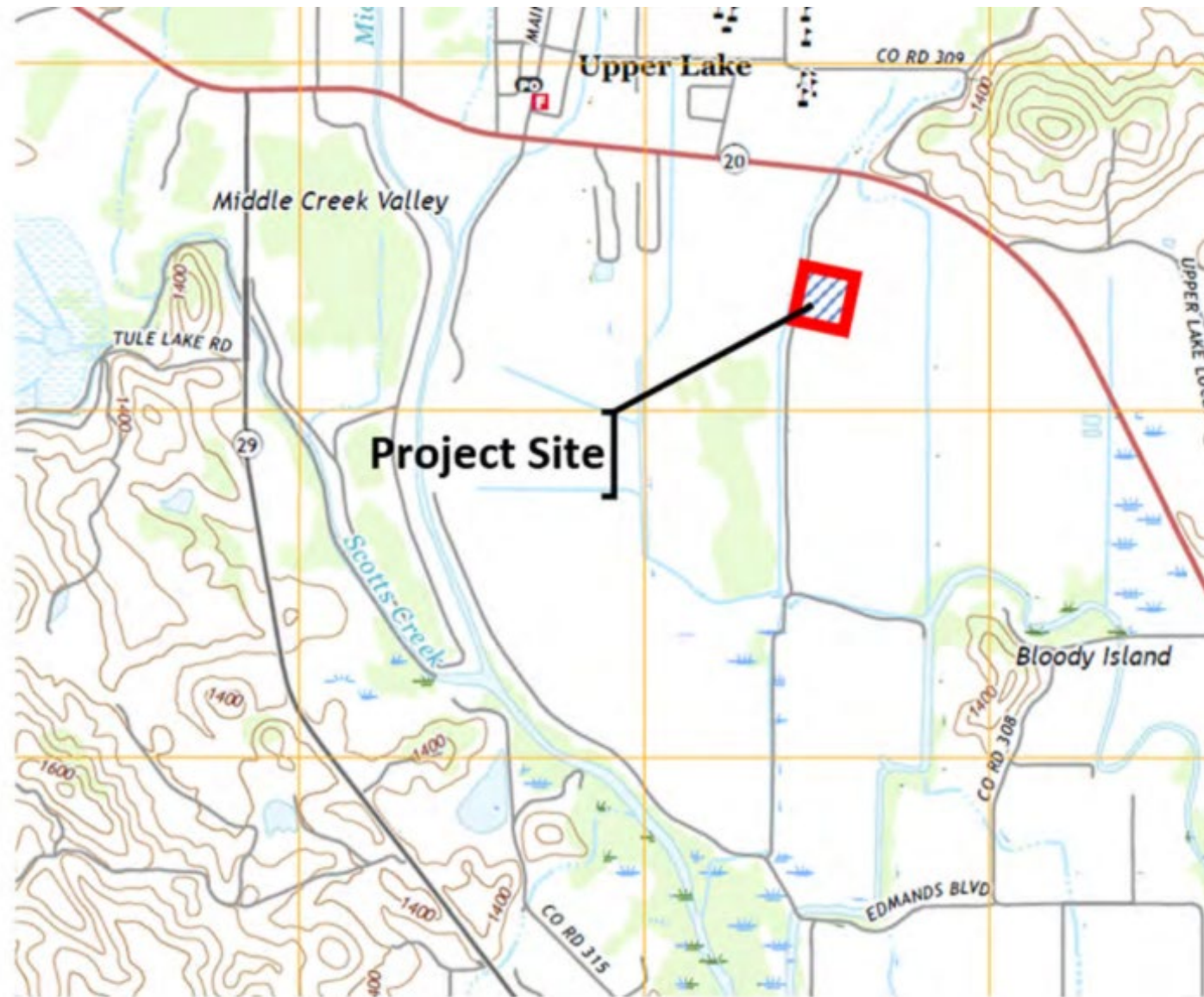


Figure 2. Project site topo map (USGS 7.5 minute topo map for Upper Lake County, 2018).

Source: NEPA document submitted by Applicant for Use Permit and shows project site near waterways

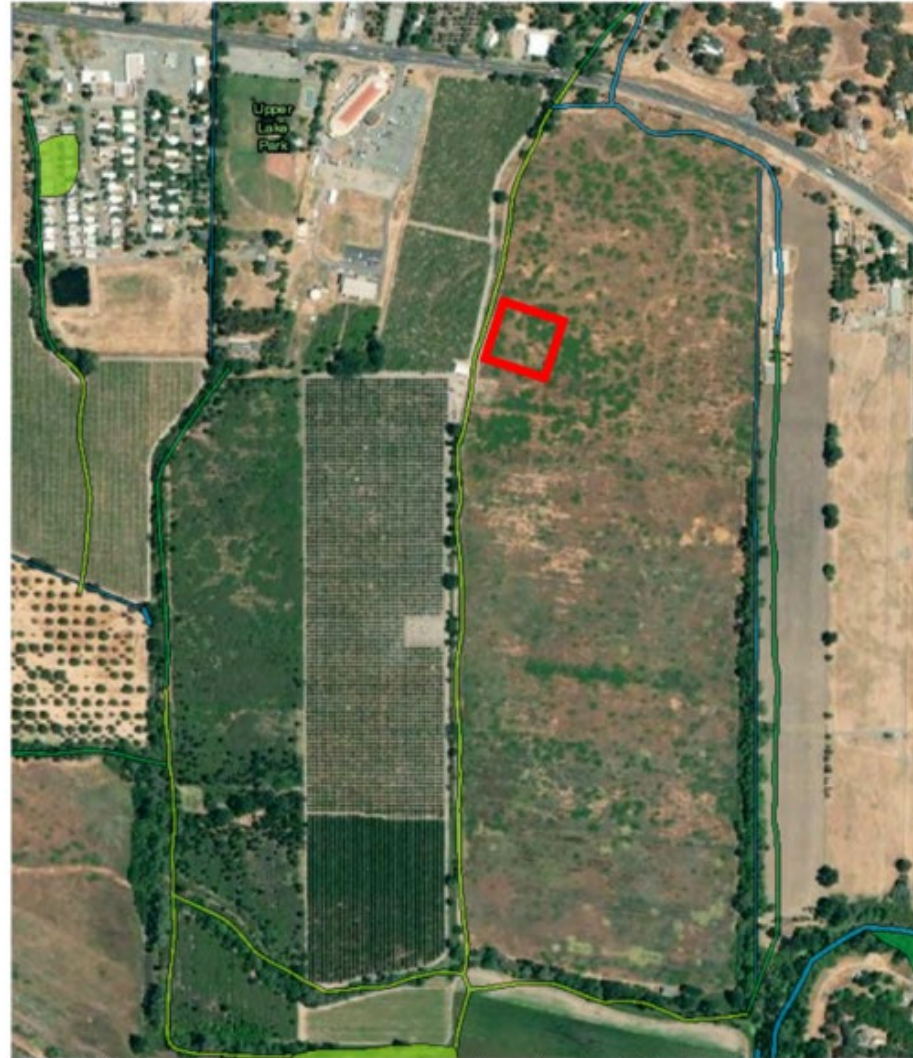


Figure 11. National Wetlands Inventory map² for the project site (red outline) and vicinity. An existing agricultural ditch that is considered potentially jurisdictional is located on the opposite side of the access road from the project site. It is classified as a freshwater emergent wetland (see text).

The project is would not include any activities that would interfere with or impact the existing agricultural drainage. All project related activities would take place to the east of the existing

² Available at: <https://www.fws.gov/wetlands/data/Mapper.html> Accessed January 9, 2022.



Figure 9. Adjacent to the western edge of the project site, from the access road, facing northwest and showing the offsite agricultural drainage ditch that is located west of the project site, across the existing access road.



Figure 10. Project site access road along the western edge of the project site, facing south. The offsite agricultural drainage ditch is shown to the right, covered in vegetation, and the project site is to the left of the road with no drainages on the eastern side of the access road.

Photos of the project site at
755 E. Hwy 20, Upper Lake, CA
before the Lake County Watershed
Protection District purchased the land
in 2015 using grant funds from the
California Department of Water
Resources (SAP 4600003318)



735 and 755 E State Highway 20

Upper Lake, CA 95485

- The entire 115 acres pictured were purchased with DWR grant funds.
- The front 42.6 acres of **prime agricultural land** is being leased to Scotts Valley Energy Corporation for 15+ years at \$100/year to become the County's central biomass and biofuel production facility.
- History: 1995 – 2015 high yielding vineyard planted with Merlot grapes for Robinson Lake Vineyard, LLC. The site previously produced grapes for Mondavi, Charles Krug, and Buena Vista.





















Current photos of the project site at
755 E. Hwy 20, Upper Lake, CA
after the Lake County Watershed
Protection District purchased the land
in 2015 using grant funds from the
California Department of Water
Resources (SAP 4600003318)



































This site should be properly cleaned and cleared of all debris and garbage that was left on-site by the Lake County Department of Public Works. The PW department had workers pile up the treated wood stakes, plastic driplines, and PVC pipes from the former vineyard, but left the debris on the parcel for the last 7+ years. It is now overgrown with Himalayan blackberry bushes, star thistle and other brush.

This parcel is in the 100-year flood zone and on a waterway the drains directly into Rodman Slough and the north end of Clear Lake. This site is a wildlife corridor for animals migrating from the north end of Hogback Ridge to Rodman Slough for fresh water during the dry season. The County's treatment of this land is shameful and does nothing to protect the flood protection corridors and preserve or enhance the wildlife value of the land.”

Want more information?

Use this link to view the documents we have collected to date:

https://drive.google.com/drive/folders/11XQulw6pxNuH35RlM23cNOB0crWJpPiq?usp=drive_link