

**RECORDING REQUESTED BY,
FOR THE BENEFIT OF, AND
AFTER RECORDING MAIL TO:**

Reclamation District 2035
45332 County Road 25
Woodland, CA 95776

**Public Agency exemption from recording fee
by Government Code § 27388**

RECLAMATION DISTRICT 2035

**LANDOWNER CONSENT AGREEMENT APPORTIONING ALL COSTS FOR ROAD
27 DRAINAGE PUMP STATION EMERGENCY RESTORATION PROJECT**

THIS AGREEMENT is entered into as of June 17, 2026, by and among RECLAMATION DISTRICT 2035 (“District”) and the owners of certain real property within the District that will specially benefit from the Road 27 Pump Station Emergency Restoration Project (“Project”) and are signatories to this Agreement (“Landowners”), which are sometimes referred to collectively as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, the District’s Board of Trustees on February 20, 2025, adopted Resolution 2025-001 declaring a local state of emergency due to the sudden damage and failure of the District’s Road 27 Drainage Pump Station, its impact on the West Levee of the Yolo Bypass, and the resulting significant threat to public safety and property within the District; and

WHEREAS, the West Levee of the Yolo Bypass was not providing the required level of protection due to the damage it sustained due to the Road 27 Drainage Pump Station failure on February 11, 2025; and

WHEREAS, unless and until the 27 Pump Station were replaced, the District would continue to experience the existing emergency arising from the failure of the 27 Pump Station; and

WHEREAS, after consultation with the District General Manager and District Engineer, the District on February 20, 2025, found and declared that the emergency situation that arose on February 11, 2025, was continuing and that all necessary and required work to protect the District and the District’s levees in response to the Road 27 Drainage Pump Station failure should be completed at the earliest possible date; and

WHEREAS, Sections 20926 and 22050 of the California Public Contract Code and District Policy No. 3010.60 authorized the District to negotiate and enter into contracts to repair or replace

by which the District could impose an assessment to collect revenue to pay for the Project pursuant to article XIII D, section 4 of the California Constitution by voluntarily entering into this Agreement, and thereby consenting, to pay the proposed Project assessment ("Project Assessment") without undertaking a ballot assessment proceeding or other applicable procedures to impose an assessment under the Reclamation District Act; and

WHEREAS, the District's Board of Trustees on December 9, 2025, considered the draft Engineer's Report and a proposed Landowner Consent Agreement Apportioning All Costs for Road 27 Drainage Pump Station Emergency Restoration Project ("Project Assessment Landowner Consent Agreement") and authorized and directed District staff to proceed with the landowner consent approach to implementing the proposed Project Assessment; and

WHEREAS, the District has now finalized plans to finance the Project's \$6.2 million cost by obtaining a loan from Farmers & Merchants Bank, aka F&M Bank ("Project Financing") and to service and pay off the loan using the revenue collected from the proposed Project Assessment; and

WHEREAS, the District has prepared an updated final Engineer's Report describing how the \$6.2 million Project cost is proposed to be allocated among parcels of land within the District in proportion to the special flood protection, recirculated irrigation water supply, and/or water drainage benefits these parcels will receive from the Project; and

WHEREAS, in reliance on District Landowners voluntarily entering into the Project Assessment Landowner Consent Agreement consenting to pay the proposed Project Assessment, the District anticipates that its Board of Trustees will approve a resolution adopting the Project Assessment, which is attached as Exhibit 1 hereto; and

WHEREAS, prior to the adoption of the Project Assessment, the owner of the most specially benefitted land within the District, Conaway Preservation Group, LLC, ("CPG"), agreed to, and did, pay approximately \$2 million to meet certain District payment obligations to the Project's Construction Contractor, on condition that the District credit CPG's payment against the proposed Project Assessment following its adoption.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Effective Date and Term.

a. This Agreement shall be effective as to the District and each executing Landowner upon execution by the District and each Landowner.

b. This Agreement shall terminate upon the District's performing all of its payment obligations pursuant to the Project Financing with F&M Bank.

2. The Voluntary Assessment

a. Assessment Factors. Each Party hereto, other than the District, hereby consents to the imposition of an assessment on their benefitted parcels of a proportion of the costs of the Project Financing in the percentage set forth in the Benefit Assessment Factor column in

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.


d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

e. Successors and Assigns. This Agreement shall be binding upon the Parties and their successors and assigns, and provided further this Agreement and the lien of the Project Assessment shall bind the parcels listed at Appendix 1 of Engineer's Report attached as Exhibit A to the proposed Project Assessment resolution attached as Exhibit 1 hereto despite any transfer, hypothecation or alienation thereof.

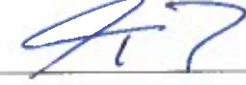
f. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and does not confer rights on any third party, except that F&M Bank and its successors and assigns are designated beneficiaries of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be duly executed as of the date first written above.


RECLAMATION DISTRICT 2035,
a California Reclamation District

By: 
Name: Jesse Clark
Title: General Manager
Date: 06/17/2026

CONAWAY PRESERVATION GROUP, LLC,
a California limited liability company

By: 
Name: Kyriakos Tsakopoulos
Title: PRESIDENT, CEO
Date: 6/17/26

THE CITY DAVIS,
a California City

By: 
Name: Kelly Stachowicz
Title: Acting City Manager
Date: 17 June 2026

ACKNOWLEDGMENT

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
County of Yolo)

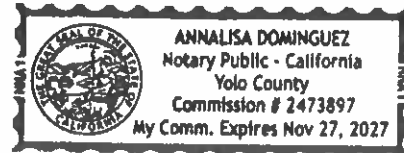
On June 17, 2026 before me, Annalisa Dominguez, Notary Public
(insert name and title of the officer)

personally appeared Kelly Stachowicz
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.

Signature *Annalisa Dominguez* (Seal)



ACKNOWLEDGMENT

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
County of Sacramento)

On June 17, 2020 before me, Dianna S. George, Notary Public
(insert name and title of the officer)

personally appeared Kyriakos Tsakopoulos
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.

Signature

Dianna S. George

(Seal)



ACKNOWLEDGMENT

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
County of Sacramento)

On June 17, 2026 before me, Dianna S. George, Notary Public
(insert name and title of the officer)

personally appeared Jesse Clark
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.

Signature: Dianna S. George (Seal)

