

**DEPARTMENT OF THE ARMY LICENSE  
FOR WILDLIFE MANAGEMENT PURPOSES AT  
LAKE SONOMA  
SONOMA COUNTY, CALIFORNIA**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, under authority of Public Law 85-624, Title 16 U.S.C. 663, and Section 4, Act of Congress, December 22, 1944, as amended (16 U.S.C. 460d), and in accordance with the General Plan for Use of Project Lands and Waters for Wildlife Conservation and Management, dated June 15, 1968, and the Lake Sonoma Master Plan Design Memorandum Number 14, hereby grants to the State of California, Department of Fish and Game, hereinafter referred to as the grantee, a license for wildlife management purposes over, across, in and upon lands of the United States comprised of approximately 8,000 acres of land and water area referred to as the "Wildlife" and "Interim Wildlife" areas located above Lake Sonoma's conservation pool elevation of 451 feet, m.s.l., as shown on the map referred to as Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions:

**1. TERM**

This license is granted for a period beginning upon execution hereof by the Secretary, and ending April 30, 2025, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license is the operation and maintenance of the premises by the grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this license shall be addressed, if to the grantee to State of California, Department of Fish and Game, Central Coast Region 3, Post Office Box 47, Yountville, California 94599; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 1325 J Street, Sacramento, California 95814-

**ORIGINAL**

2922; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

#### **5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

#### **6. STRUCTURES AND EQUIPMENT**

The grantee shall have the right, during the term of the license, to erect such structures and to provide such equipment upon the premises to accomplish the purposes of the license and as provided for in the annual Wildlife Management Plan. Those structures and equipment shall be and remain the property of the grantee, except as otherwise provided in the condition on **RESTORATION**.

#### **7. ANNUAL MANAGEMENT PLANS**

The grantee shall administer the premises in accordance with an annual Wildlife Management Plan, which shows the management and development activities to be undertaken by the grantee. No later than August 1st of each year, the grantee will submit the annual Wildlife Management Plan to be mutually agreed upon between the grantee and the said officer. Such annual Wildlife Management Plan shall include but is not limited to the following:

- a. Plans for management, maintenance, and development activities to be undertaken by the grantee or jointly by the Corps of Engineers and the grantee, which shall include plans for any proposed structures and improvements.
- b. The areas to be utilized for agricultural purposes.

- c. The variety and scope of crops to be planted, as well as any rotations.
- d. The type of wildlife cover to be cultivated, if any.
- e. The areas designated for various species of wildlife propagation.

**8. WILDLIFE ACTIVITIES**

a. With written approval from the Park Manager, or his/her designee, the grantee may plant or harvest crops, either directly, by service contract, by sharecrop agreements with local farmers, or by agricultural agreements to provide food and/or habitat for wildlife and for the development and conservation of land, and wildlife, forests, and other natural resources. Where feasible, contracts and agreements with third parties shall be by competitive bid procedures.

b. Any lands not being managed by the grantee for wildlife habitat will be made available for lease by the said officer for agricultural or grazing purposes under conditions that would not be incompatible with the grantee's use of the premises.

c. The grantee may take, trap, remove, stock or otherwise control all forms of wildlife on the premises, and may place therein such additional forms of wildlife as it may desire from time to time, and shall have the right to close the area, or any parts thereof from time to time, to hunting or trapping, provided that the closing of any area to such use shall be consistent with state laws for the protection of wildlife.

**9. ACCOUNTS, RECORDS AND RECEIPTS**

a. All monies received by the grantee from operations conducted on the premises may be utilized by the grantee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this license and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the said officer. The grantee shall provide an annual statement of receipts and expenditures to the said officer. The said officer shall have the right to perform audits of the grantee's records and accounts.

b. Payment of direct expenses is authorized for planning and development of optimum wildlife habitat including planting of wildlife food plots, necessary timber clearing, erosion control or habitat improvements such as shelter, restocking of wildlife, and protection of endangered species. Payment of grantee's

employees who are directly engaged in such activities at the project is also authorized. However, proceeds will not be used for the payment of general administrative expenses.

c. Proceeds derived from the sale of fishing and hunting leases are not subject to this condition.

**10. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**11. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

**12. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

**13. PROTECTION OF PROPERTY**

The premises shall at all times be protected and maintained in good order and condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition

satisfactory to said officer.

**14. RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum that may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

**15. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or exclude them from participation in the grantee's operations, programs or activities conducted on the licensed premises, because of race, color, religion, sex, age, handicap or national origin.

b. The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7.

**16. TERMINATION**

This license may be terminated by the grantee at any time by giving the said officer at least thirty (30) days notice in writing.

**17. NATURAL RESOURCES**

The grantee shall cut no timber, conduct no mining

operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the approved annual Wildlife Management Plan. The grantee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the grantee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the grantee under the provisions of this license.

#### **18. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

#### **19. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance

until said officer gives clearance to proceed.

**20. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

**21. PUBLIC USE**

The water areas of the premises shall be open to public use (except where restricted in accordance with the Master Plan) without charge for usual recreational purposes, and that ready access to and from water areas along the shoreline of the premises shall be maintained for general public use, when such use is determined by the said officer not to be contrary to the public interest. However, no use of the premises shall be permitted that is inconsistent with state and Federal laws for fish and wildlife protection.

**22. INGRESS AND EGRESS**

Access to the premises by the grantee shall be on existing roads or trails. Construction of additional roads or trails, or improvements and/or extensions to existing roads or trails shall first be approved by said officer.

**23. INTERIM WILDLIFE MANAGEMENT AREA**

By amendment to this license, the Secretary may withdraw the designated Interim Wildlife Management Area from the licensed premises for development and/or recreational use in accordance with the Lake Sonoma Master Plan.

**This license replaces license DACW05-3-84-592 in its entirety.**

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this 8<sup>TH</sup> day of MARCH, 2005.

Reviewed as to Form and Content:  
*Robert R. Johnson*  
Attorney

*Marvin D. Fisher*  
BY:

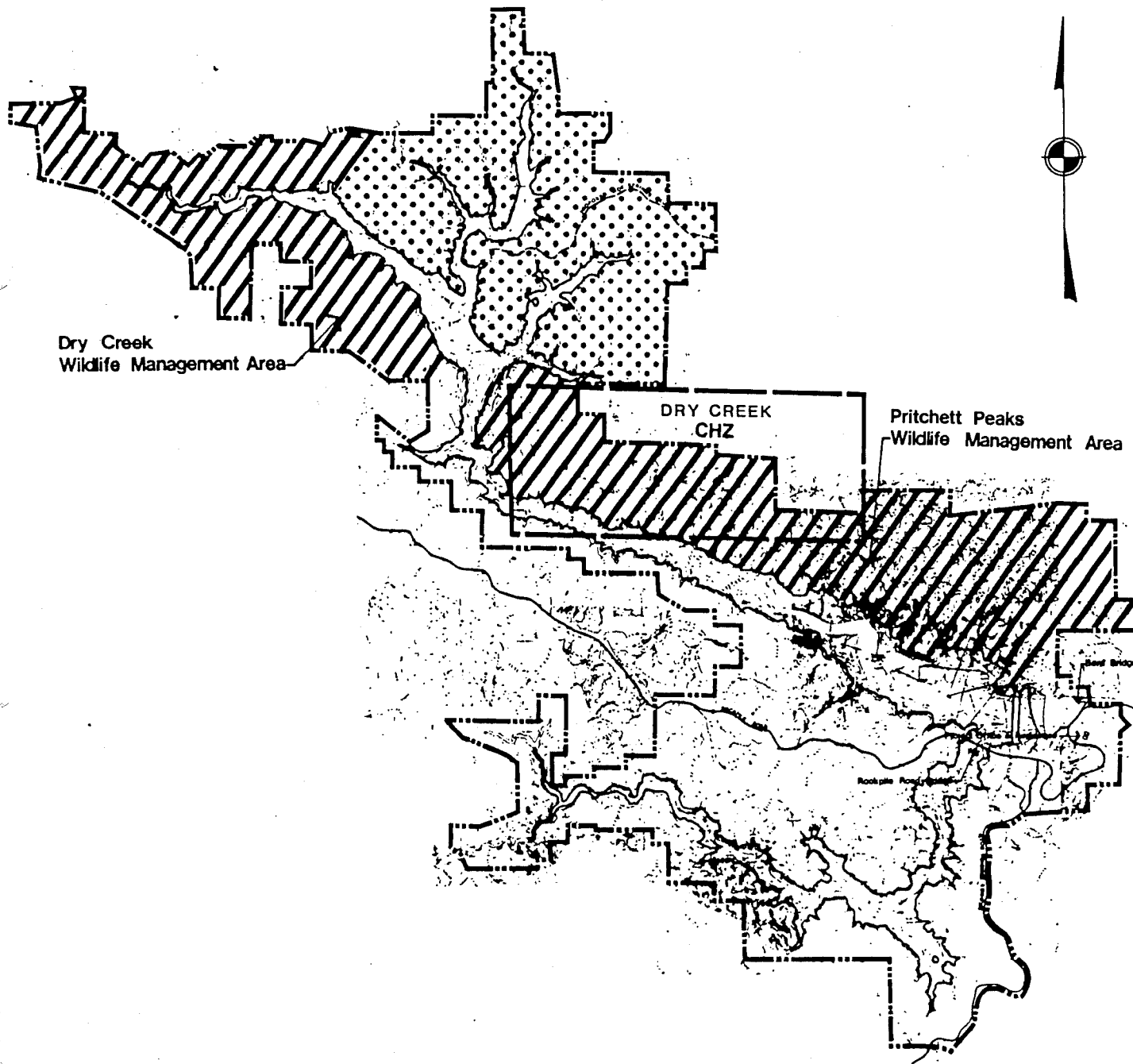
MARVIN D. FISHER  
Chief, Real Estate Division  
U.S. Army Engineer District, Sacramento

**THIS LICENSE** is also executed by the grantee this 3<sup>RD</sup> day of MARCH, 2005.

BY: *R. W. Hill*  
TITLE:

State of California  
Department of Fish and Game





Dry Creek  
Wildlife Management Area

DRY CREEK  
CHZ

Pritchett Peaks  
Wildlife Management Area

**Legend**

- ⋯ Interim Wildlife Management Area
- Critical Habitat Zone (CHZ)  
See Federal Register Vol. 42 No. 156 Aug. 11, 1977 for Boundary
- ▨ Wildlife Management Area
- - - Project Boundary



**EXHIBIT A**

(To General Plan for Warm Springs Dam and Lake Sonoma, Sonoma County, California.)

**EXHIBIT A**

6/15/68

GENERAL PLAN

For Use of Project Lands and Waters  
For Wildlife Conservation and Management

Warm Springs Dam and Reservoir Project  
Dry Creek, Russian River Basin  
California

The Department of the Army, acting through the Corps of Engineers, under the authority of the Flood Control Act of October 23, 1962, Public Law 874-87th Congress Second Session, will acquire certain lands in the State of California for the construction, operation and maintenance of Warm Springs Dam and Reservoir Project, Russian River Basin, California, for flood control, water conservation, and recreation purposes; and the Secretary of the Army has determined that approximately 3,200 acres of the project land and water areas, as shown on the map marked Exhibit A, attached hereto, will be acquired by the Corps of Engineers and made available for fish and wildlife conservation and management purposes, consistent with the primary and collateral purposes of the project.

The Secretary of the Interior finds that the project land and water areas shown on the attached Exhibit A would have value for the conservation of wildlife other than migratory birds and that the lands do not have value in carrying out the National Migratory Bird Management Program. Further, the Secretary of the Interior and the Director of the California Department of Fish and Game find that it would be in the public interest for these lands to be managed for fish and wildlife purposes by the California Department of Fish and Game.

THEREFORE, IN ACCORDANCE WITH THE PROVISIONS OF AND UNDER THE AUTHORITY OF THE FISH AND WILDLIFE COORDINATION ACT (48 Stat. 401, as amended; 16 U.S.C. 661 et seq.), THE SECRETARY OF THE ARMY, THE SECRETARY OF THE INTERIOR, AND THE DIRECTOR OF THE CALIFORNIA DEPARTMENT OF FISH AND GAME DO HEREBY APPROVE THIS DOCUMENT AS A GENERAL PLAN AND AGREE THAT:

1. The land areas shown on the attached Exhibit A will be made available by the Secretary of the Army to the Director of the California Department of Fish and Game for administration and for the conservation and management of a fish hatchery, resident game, and other wildlife.

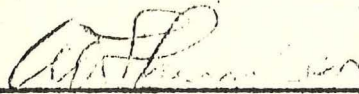
2. Necessary details of agreement between the Corps of Engineers and the State agency shall be mutually agreed to and covered in an instrument (license) issued by the Department of the Army.

Incl 1'

3. Further, in order to facilitate proper management and use of the project lands and waters, adjustments may be made in the boundaries of the areas shown on the attached Exhibit A by addition or deletion of lands as may be mutually agreed upon by the Director of the California Department of Fish and Game and the Corps of Engineers without amendment to this General Plan. Such adjustments will be made by amendment of the aforementioned instrument.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures and date thereof, as follows:

P-13-68  
Date

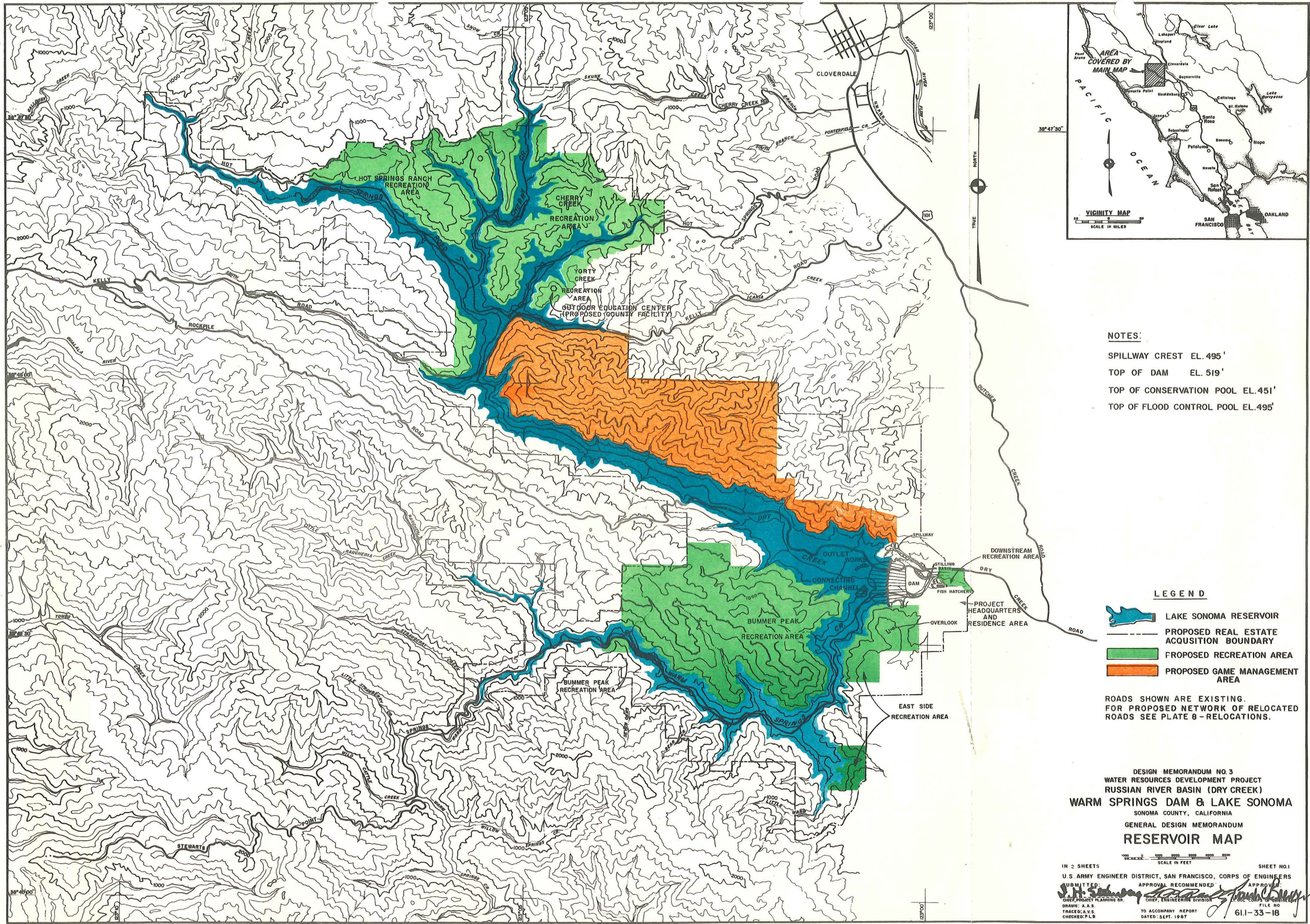
  
Director, California Department of Fish and Game

31 DEC 1968  
Date

Stanley R. Reas  
Secretary of the Army

2-17-69  
Date

Walter H. Hill  
Secretary of the Interior



**NOTES:**

- SPILLWAY CREST EL. 495'
- TOP OF DAM EL. 519'
- TOP OF CONSERVATION POOL EL. 451'
- TOP OF FLOOD CONTROL POOL EL. 495'

**LEGEND**

- LAKE SONOMA RESERVOIR
- PROPOSED REAL ESTATE ACQUISITION BOUNDARY
- PROPOSED RECREATION AREA
- PROPOSED GAME MANAGEMENT AREA

ROADS SHOWN ARE EXISTING.  
FOR PROPOSED NETWORK OF RELOCATED  
ROADS SEE PLATE 8 - RELOCATIONS.

DESIGN MEMORANDUM NO. 3  
WATER RESOURCES DEVELOPMENT PROJECT  
RUSSIAN RIVER BASIN (DRY CREEK)  
**WARM SPRINGS DAM & LAKE SONOMA**  
SONOMA COUNTY, CALIFORNIA  
GENERAL DESIGN MEMORANDUM  
**RESERVOIR MAP**

IN 2 SHEETS SHEET NO. 1  
U.S. ARMY ENGINEER DISTRICT, SAN FRANCISCO, CORPS OF ENGINEERS  
SUBMITTED: *J.H. Schwegel* APPROVAL RECOMMENDED: *J.H. Schwegel* APPROVED: *J.H. Schwegel*  
CREW: PROJECT PLANNING BR. CHIEF, ENGINEERING DIVISION. FILE NO. 61-1-33-1B  
DRAWN: A.A.S. TO ACCOMPANY REPORT DATED: SEPT. 1967  
CHECKED: P.L.B.