

**DEPARTMENT OF WATER RESOURCES**

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



6/6/2022

Mr. Michael Barkoski, Reality Office  
US Fish and Wildlife Service  
Sacramento Fish and Wildlife Office  
2800 Cottage Way, Room W-2605  
Sacramento, CA 95825

Mr. Craig Isola  
Sacramento NWR  
US Fish and Wildlife Service  
752 County Road 99W  
Willows, CA 95988

Dear Messrs. Barkoski and Isola:

The State of California Department of Water Resources is proposing to implement the Yolo Bypass Salmonid Habitat Restoration and Fish Passage Project (Big Notch Project), which has been developed to improve fish passage and increase floodplain fisheries rearing habitat in the Yolo Bypass and the lower Sacramento River basin. The Big Notch Project will require flowage easements to be acquired over several properties.

Our records indicate that the United States Fish and Wildlife Service (USFWS) holds a conservation easement on property identified as Yolo County Assessor's Parcel Nos. (APN) 033-220-060 and 033-220-067, also known as DWR Parcel No. YBSH-155 Units A and B respectively (YBSH-155). DWR Parcel No. YBSH-155 is owned by Rodney W. Williams and is within the Big Notch Project area, and DWR is proposing to acquire a flowage easement over the entirety of YBSH-155 in conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of YBSH-155 and a copy of the inundation modeling impact report for both APNs are attached to this letter.

The Big Notch Project is needed because substantial changes have been made to the historical floodplain of California's Central Valley for water supply and flood control purposes. These activities have resulted in losses of rearing fish habitat, migration corridors, and food web production for fish, negatively affecting native fish species that rely on a floodplain habitat.

The restored habitat will support the growth of a healthy population of salmon and improve conditions for survival of the endangered Delta Smelt and Green Sturgeon native-fish species by improving migration pathways through the Sacramento River, the floodplains of the Yolo Bypass, and the Sacramento-San Joaquin Delta.

Messrs. Barkoski and Isola  
6/6/2022

Page 2

As part of DWR outreach activities, DWR and USFWS previously met to introduce the Project to USFWS on February 19, 2021. Now that the Project is progressing into the land acquisition phase, DWR would like to discuss this specific proposed acquisition with you and any public agencies that funded, or required for permitting, the conservation easement. In addition, you may submit written comments on the acquisition, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, to DWR at the Post Office Box 942836, Sacramento, CA 94236-0001, Attn: Fahmi Kassis, Associate Right of Way Agent, within 45 days from the date this notice.

As the easement holder, the California Code of Civil Procedure Section 1240.055 requires, under certain circumstances (see Code of Civil Procedure Section 1240.055(c)(2)[(A) and (B)], that you do the following within 15 days of receipt of this notice:

(1) Forward a copy of this notice by first-class mail to each public entity that provided funds for the purchase of the easement or that imposed conditions on approval or permitting of a project that were satisfied, in whole or in part, by the creation of the conservation easement; and

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

(3) If forwarding this notice to another public entity (as stated above), please notify DWR of the entity name and contact information.

Thank you for your cooperation. If you have any comments or questions regarding the Big Notch Project or proposed acquisition, or if providing public entity contact information, you may contact me telephone at (209) 331-4462, toll free at 1-800-600-4397, by email at [Fahmi.Kassis@water.ca.gov](mailto:Fahmi.Kassis@water.ca.gov), or at the address provided above.

Sincerely,

*Fahmi Kassis*

Fahmi H. Kassis  
Associate Right of Way Agent

Attachments

- Conservation Easement
- Deed with legal plat
- Inundation modeling information

NCS-158619-SF

RECORDING REQUESTED BY AND WHEN RECORDED  
MAIL TO: U.S. Fish and Wildlife Service  
California/Nevada Realty Office (kb)  
2800 Cottage Way, W-1832  
Sacramento, California 95825-0509

Yolo Recorder's Office  
Freddie Oakley, County Recorder  
DOC- 2006-0001322-00  
Acct 103-First American Title  
Tuesday, JAN 10, 2006 14:15:00  
Ttl Pd \$25.00 Nbr-0000618003  
VRB/R6/1-7

UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

GRANT OF EASEMENT

GRANT OF EASEMENT, made between Rodney W. Williams, a married man, as his sole and separate property, hereinafter referred to as Grantor, and the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as Grantee,

WHEREAS the Migratory Bird Conservation Act of February 18, 1929, (16 U.S.C. 715 et seq), as amended, and since August 1, 1958, authorizes the Secretary of the Interior to acquire certain lands or interests therein for waterfowl habitat;

AND ALSO WHEREAS, the easement interest rights in the following described lands are being acquired for administration by the Secretary of the Interior (Secretary) through the United States Fish and Wildlife Service, and the use, occupation and operation of the reservations retained herein shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary governing the use, occupation, protection and administration of units of the National Wildlife Refuge System under and in compliance with provisions of Section 6 of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222), as amended by Section 301 of the Refuge Revenue Sharing Act of June 15, 1935, (49 Stat. 381).

NOW THEREFORE, For and in consideration of One Hundred Ten Thousand and 00/100 DOLLARS (\$110,000.00), the Grantor hereby grants to the UNITED STATES OF AMERICA, Grantee, a perpetual conservation easement for the maintenance and use of the land and waters described below (hereinafter referred to as "Easement Lands" and "Easement Waters") for the management of migratory birds on the terms and conditions stated herein. There is included in this Grant of Easement a right of access by designated representatives of the U.S. Fish and Wildlife Service over any and all Easement Lands and those lands described as excluded from the Easement Lands described below, as reasonably necessary for the limited purposes of entering the Easement Lands to verify compliance by the Grantor with the terms and conditions of this easement and exercising Grantee's rights under this Grant of Easement. Said lands contains 100.1 acres, more or less, all being located in Yolo County, State of California, and more particularly described as follows:

TRACT ( 447 C ) :  
Township Six (6) North, Range Three (3) East, MT. DIABLO BASE AND  
MERIDIAN: APN: 33-220-67-1 and 33-220-60-1  
PARCEL ONE: Parcel 1, Parcel Map 3146, Filed May 3, 1982 in Book 6 of Parcel  
Maps, Page 59, Yolo County Records.

Excepting Therefrom all oil, gas and mineral rights in and to said property, but without any right in Grantor, his successors or assigns, to drill, or to erect structures or other improvements, or to

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install pipes, or to excavate upon any of the said property, except as such locations as shall be approved by Grantee and by the U.S. Corps of Engineers, so that any such operations will not interfere with the maintenance operation of the toe drain and/or the deep water channel to be constructed on said property, by deed recorded December 26, 1956, in Book 502 of Official Records, page 185.

#### AFFECTS A PORTION OF PREMISES

Also Excepting Therefrom all oil, gas and other hydrocarbons as reserved in the deed recorded April 9, 1958, in Book 569 of Official Records, page 240.

#### AFFECTS REMAINDER OF PREMISES

**PARCEL TWO:** A right of way for ingress or egress over the West 30 feet of the Northwest Quarter of Section 10 Township 6 North, Range 3 East, M.D.B.&M. as granted in the deed recorded April 9, 1958, in Book 569 of Official Records, page 240.

**PARCEL THREE:** A right of way for road, water ditch, utilities, ingress and egress over the West 50 feet of the North 965 of the Southwest Quarter of Section 10, Township 6 North, Range 3 East, M.D.B.&M., as reserved in the deed recorded April 23, 1963, Book 711 of Official Records, page 140.

Parcels Two and Three are for the benefit of and appurtenant to parcel One above.

**PARCEL FOUR:** The Southwest Quarter of the Southeast Quarter of Section 9, Township 6 North, Range 3 East, M.D.B.&M. Excepting and reserving all oil, gas, and other hydrocarbons in and under the above described property as excepted and reserved in the deeds from Fridolf Anderson to Yolo Basin Farms, Inc., a California Corporation, dated April 7, 1959, recorded April 20, 1959, in Book 571 of Official Records at page 170.

**PARCEL FIVE:** A non-exclusive easement for road purposes over the North 10 feet of the Northeast Quarter of Section 16, Township 6 North, Range 3 East, M.D.B.&M.

**PARCEL SIX:** A perpetual and non-exclusive easement for road purposes only along and across the surface of the easterly 10 feet of the Southwest Quarter of Section 9, Township 6 North, Range 3 East, M.D.B.&M.

1. There are excepted and reserved from this Grant of Easement all minerals, including gas, oil, and other hydrocarbon substances, underlying the Easement Lands, and this Grant of Easement is subject to all existing easements and rights-of-way of record held by third parties.

2. The Easement Waters consist of (i) any riparian water rights appurtenant to the Easement Lands, (ii) any appropriative water rights to the extent those rights are appurtenant to the Easement Lands, (iii) any waters, the rights to which are secured under contract between the Grantor and any irrigation or water district, to the extent such waters are customarily applied to the Easement Lands, and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Lands or on those lands described as excepted from the Easement Lands in the legal description and that are capable of being used by the Grantor to maintain the Easement Lands in a flooded condition. The Easement Waters are limited to the amount of Grantor's water reasonably required to maintain the Easement Lands in a flooded condition to the elevation not to exceed the historical fall and winter seasonal level.

3. (a) Grantor shall not (i) alter the existing topography of or cultivate agricultural crops on the Easement Lands, (ii) otherwise alter or use or permit the use by third parties of the Easement Lands for any purpose, including the exploration or development of any reserved minerals, or

(iii) place any structures on the Easement Lands other than hunting blinds without the prior written authorization of Grantee given through the Fish and Wildlife Service. Such authorization will only be given if the Secretary or her designated representative determines that the proposed activity will not change the character of the Easement Lands or adversely affect the use of the Easement Lands as waterfowl habitat suitable for migratory birds.

(b) Grantor and Grantee agree that the exploration, development, and production of reserved oil and gas deposits by Grantor or authorized third parties shall be considered compatible with maintenance and use of the Easement Lands and Waters for the management of migratory birds and shall be authorized by the Fish and Wildlife Service provided (i) all exploration and development operations and, in particular, all drilling and workover activities, are conducted after June 1st and prior to September 1st of each year and (ii) Grantee, through the Fish and Wildlife Service shall have the right to approve the locations and methods of all proposed exploration, development and production operations to insure such operations are carried out in a manner that is compatible with protection of Grantee's easement interest.

4. The provisions of Paragraph 3 hereof shall not prohibit hunting or operation of a hunting club on the Easement Lands and such use shall be deemed to be consistent with maintenance of the Easement Lands as waterfowl habitat so long as such use is in accordance with all applicable state and federal laws and regulations regulating hunting on privately owned lands. In this connection, Grantor may take such actions as they may deem appropriate to improve the Easement Lands as waterfowl habitat and to facilitate the operation of any hunting club on the Easement Lands, including building or relocating blinds, excavating channels to blinds, irrigating vegetation, fertilizing, planting native trees and wetland vegetation, provided that such trees and vegetation are included on the Fish and Wildlife Service List of Approved Wetland Vegetation described in Exhibit 1 attached to and incorporated herein by reference, removing trees and vegetation to the extent they encroach on the open marsh and interfere with the use of the Easement Lands as waterfowl habitat, and removing brush to the extent it encroaches on dikes and impedes access thereto for hunting and maintenance purposes.

5. Grantor is not obligated to take any action or to incur any expense related to the maintenance or restoration of the Easement Lands as waterfowl habitat. Nor is Grantor obligated to apply water to the Easement Lands or to maintain, repair, or construct any water distribution facilities to serve the Easement Lands. However, in any year that Grantor does not flood the Easement Lands in the customary manner to their historical hunting season level, Grantee shall have, at its sole discretion, the nonexclusive right and option, but not the obligation, to flood the Easement Lands from October 15th through March first of the following year. In this connection, Grantee shall have, at its sole discretion, the right and option, but not the obligation, to use any and all of the Easement Waters that Grantee deems suitable for waterfowl habitat purposes and to place on the Easement Lands and convey through Grantor's water distribution facilities any other waters Grantee may acquire or have available to it. In connection with any flooding done by Grantee pursuant to this paragraph, (i) Grantee shall have the right to make full use of Grantors' water distribution facilities, including both existing facilities and any facilities constructed in the future and including all water wells and pumps, to the extent those facilities are capable of serving the Easement Lands, on the condition that Grantee shall pay the expenses of operating Grantor's pumps, exclusive of maintenance costs, during any period of such use by Grantee, and (ii) Grantor shall pay any taxes, assessments, or other charges, excluding actual water costs, due to any water or irrigation district on account of the use by Grantee of Easement Water supplied by such district.

6. Grantor shall not grant any additional easements, rights-of-way, or other interests in the Easement Lands, other than a fee or leasehold interest, or grant or otherwise transfer to any other person or entity or to other lands or otherwise abandon or relinquish any Easement Waters without the prior written authorization of Grantee given through the U.S. Fish and Wildlife

Service. Such authorization will be given unless the Secretary or her designated representative determines that the proposed interest or transfer will interfere with the use of the Easement Lands as waterfowl habitat suitable for migratory birds or interfere with the availability of Easement Waters for the Easement Lands. This paragraph shall not prohibit the transfer of a fee title or leasehold interest in the Easement Lands that is subject to the terms of this Grant of Easement.

7. Upon acceptance of this Grant, the easement interest acquired by the United States shall become a component part of the National Wildlife Refuge System and shall be subject to those laws and regulations pertaining to the National Wildlife Refuge System that are applicable to the easement interests being acquired. Violation of those applicable laws and regulations may subject the violator to civil and/or criminal penalties. Laws and regulations that regulate conduct that does not affect the property interests conveyed to the United States through this Grant of Easement are not applicable. For example, regulations controlling hunting and fishing or any public use are not applicable since these rights have not been conveyed.

8. This Grant of Easement shall be binding upon, and shall inure to the benefit of, the Grantor, his successors and assigns and Grantee and its assigns.

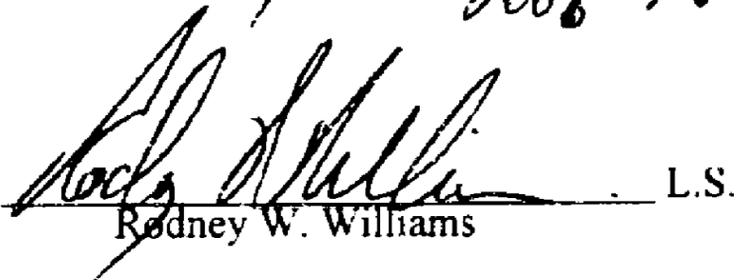
9. THIS GRANT IS MADE SUBJECT TO existing rights of way, of record or in use, for roads, pipelines, ditches, canals, conduits, telephone and electrical transmission lines, on, over and across said premises;

ALSO SUBJECT TO all covenants, terms and conditions, restrictions, drainage rights, agreements and permits of record or in use, and all outstanding mineral rights, including oil and gas leases of record, exceptions and reservations of record as of the date of recording herein.

10. This Grant of Easement imposes no other obligations or restrictions on the Grantor and neither he nor his successors, nor any other person or entity claiming under them, shall be in any way restricted from using all of the subject lands in the customary manner except as provided herein.

11. THIS GRANT is made in compliance with Yolo County Resolution No. 95-512, passed November 21, 1995, and shall not otherwise limit the control and management over resident wildlife species vested under law in the California Fish and Game Commission and the Department of Fish and Game.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand as of this 4<sup>th</sup> day of JANUARY, ~~2005~~ 2006 as above written.

  
Rodney W. Williams L.S.

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ACKNOWLEDGMENT

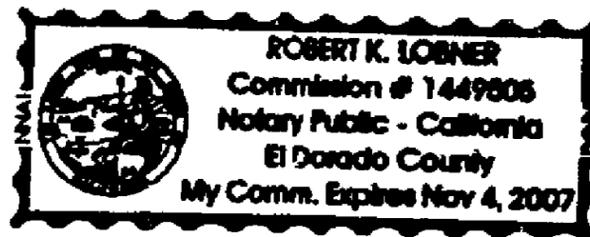
STATE OF CALIFORNIA } ss  
COUNTY OF EL DORADO

On 1-4-06, 2005 before me, ROBERT K. LOBNER notary public, PERSONALLY appeared ROONEY W. WILLIAMS, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his 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 [Handwritten Signature]  
Notary Public

(SEAL)



CERTIFICATE OF ACCEPTANCE  
State of California Government Code Section 27281

This is to certify that the Secretary of the Interior, acting by and through her authorized representative, the Realty Officer, U.S. Fish and Wildlife Service, hereby accepts on behalf of the UNITED STATES OF AMERICA, the real property described in the within Grant of Easement and consents of recordation thereof.

December 20, 2005  
Date

[Handwritten Signature]  
Realty Officer  
U.S. Fish and Wildlife Service

**EXHIBIT 1**  
**Plants Approved for Introduction onto U. S. Fish and Wildlife Service**  
**Conservation Easement Lands in the Sacramento Valley**

The following list contains most of the plants considered desirable for waterfowl and other wildlife on U.S. Fish and Wildlife Service Conservation Easements in the Sacramento Valley. This list is not intended to be all inclusive, and other species may be desirable under some circumstances. Plants not on this list may not be introduced on the Easement Land without written permission from the U. S. Fish and Wildlife Service.

Common Name

Scientific Name

Aquatic-floating and submergent plants:

Dwarf Spikerush  
 Duckweed  
 Sago Pondweed  
 Horned Pondweed

*Eleocharis parvula*  
*Lemna minor*  
*Potamogeton pectinatus*  
*Zannichellia palustris*

Aquatic-emergent plants:

Santa Barbara Sedge  
 Clustered Field Sedge  
 Tall Cyperus (umbrella sedge, nut sedge)  
 Burhead  
 Pale Spikerush  
 Engelmann's Spikerush  
 Hardstem Bulrush (tule)  
 Alkali Bulrush  
 Tuberous Bulrush  
 River Bulrush  
 Wapato, Duck Potato  
 Long-lobed Arrowhead  
 Montevideo Arrowhead  
 Broadleaf Cattail  
 Narrowleaf Cattail

*Carex barbarae*  
*Carex praegracilis*  
*Cyperus eragrostis*  
*Echinodorous berteroi*  
*Eleocharis palustris*  
*Eleocharis obtusa*  
*Scirpus acutus*  
*Scirpus robustus*  
*Scirpus tuberosus*  
*Scirpus fluviatilis*  
*Sagittaria latifolia*  
*Sagittaria longiloba*  
*Sagittaria montevidensis*  
*Typha latifolia*  
*Typha angustifolia*

Moist-soil Plants:

Valley Redstem (red berry)  
 Fathen  
 Prickle Grass  
 Bermuda Grass  
 Watergrass  
 Swamp Timothy  
 Sprangletop  
 Joint Grass

*Ammania coccinea*  
*Atriplex patula*  
*Crypsis niliaca*  
*Cynodon dactylon*  
*Echinochloa crusgalli*  
*Heleochoa schoenoides*  
*Leptochloa fascicularis*  
*Paspalum distichum*

Common NameScientific NameMoist Soil Plants Continued:

Nodding Smartweed

*Polygonum lapathifolium*

Lady's-thumb Smartweed

*Polygonum persicaria*Upland Plants:

Tall Wheatgrass

*Agropyron elongatum*

Soft Chess Brome

*Bromus hordeaceus*

Red Brome

*Bromus madritensis*

Berber Orchardgrass

*Dactylis glomerata*

Salt Grass

*Distichlis picata*

Blue Wildrye

*Elymus glaucus*

Slender Wheatgrass

*Elymus trachycaulus*

Tall Fescue

*Fescue arundinacea*

Meadow Barley

*Hordeum brachyantherum*

Creeping Wildrye

*Leymus triticoides*

Annual Ryegrass

*Lolium multiflorum*

Birdsfoot Trefoil

*Lotus corniculatus*

Purple Needlegrass

*Nassella pulchra*

Annual Bluegrass

*Poa annua*

Harding Grass

*Phalaris tuberosa var. stenoptera*

Perla Grass

*Phalaris tuberosa var. hertiglumus*

Salina Strawberry Clover

*Trifolium fragiferum*

White Clover

*Trifolium incarnatum*

Lana Vetch

*Vicia villosa*Trees, Shrubs and Vines:

Box Elder

*Acer negundo*

Coyote Brush

*Baccharis pilularis*

Mule's Fat

*Baccharis salicifolia*

Buttonbush (buttonwillow)

*Cephalanthus occidentalis*

Oregon Ash

*Fraxinus latifolia*

Fremont Cottonwood

*Populus fremontii*

Western Sycamore

*Platanus racemosa*

Valley Oak

*Quercus lobata*

California Wild Rose

*Rosa californica*

California Blackberry

*Rubus vitifolius*

Black Willow

*Salix gooddingii*

Sandbar Willow

*Salix hindsiana*

Arroyo Willow

*Salix lasiolepis*

Blue Elderberry

*Sambucus caerulea*

California Wild Grape

*Vitus californica*

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

**DEPARTMENT OF WATER RESOURCES**

Division of Engineering  
Real Estate Branch  
1416 9<sup>th</sup> Street, Room 425  
Sacramento, CA 95814

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 033-220-060, 033-220-067

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-155

**EASEMENT**  
(TO THE STATE)

I, **RODNEY W. WILLIAMS**, a married man as his sole and separate property GRANT to the STATE OF CALIFORNIA, its successors or assigns, hereinafter called STATE, an EASEMENT and right of way, upon, over, and across that real property in the County of Yolo, State of California, identified in the records of the Department of Water Resources as:

<u>DWR Parcel No.</u>	<u>Area</u>	<u>Estate</u>
UNIT A	40.00 AC	Flowage Easement
UNIT B	60.13 AC	Flowage Easement

Described as follows:

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

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

This Easement Deed is granted effective of the State of California's acceptance of this deed, by RODNEY W. WILLIAMS, a married man as his sole and separate property ("Grantor") to the Department of Water Resources of the State of California, a public agency, ("Grantee"),

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

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

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

*For discussion purposes only*

Executed on \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR(S)

STATE OF CALIFORNIA }

SS

County of \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_\_\_ , before me, \_\_\_\_\_

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

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

WITNESS my hand and official seal

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

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

**(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)**

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

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

\_\_\_\_\_  
Director of Water Resources

By \_\_\_\_\_

\_\_\_\_\_  
Attorney in Fact

EXHIBIT "A"

All that real property situated in a portion of Sections 9 and 10, Township 6 North, Range 3 East, MDM, in the unincorporated area of the County of Yolo, State of California, described as follows:

**YBSH-155**

UNIT A

Parcel 1 per GRANT DEED DOC-99-0001338  
40 ACRES, MORE OR LESS  
APN 033-220-060

UNIT B

Parcel 1 per GRANT DEED DOC-97-0011554  
60 ACRES, MORE OR LESS  
APN 033-220-067

As shown on EXHIBIT "B" attached hereto.

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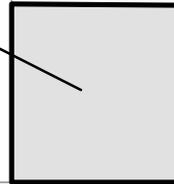
KRISTOPHER KLIMA, PLS

**DRAFT**

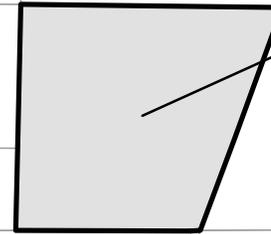
# YBSH-155 FLOWAGE EASEMENT RODNEY W WILLIAMS

COUNTY ROAD 155

**UNIT A  
PARCEL 1 OF GRANT DEED:  
DOC 99-0001338  
REC. JANUARY 15, 1999  
033-220-060  
40 AC. +/-**



**UNIT B  
PARCEL 1 OF GRANT DEED:  
DOC 97-0011554  
REC. MAY 15, 1997  
033-220-067  
60 AC. +/-**



SAC RIVER DEEP WATER CHANNEL

TOE DRAIN

HAMILTON RD.

MALLARD RD.



NO SCALE

**PORTIONS OF SECTIONS 9 & 10,  
T.6 N, R.3 E., M.D.M.,  
COUNTY OF YOLO**

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

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

## FLOWAGE EASEMENT EXHIBIT "B"

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

STATE OF CALIFORNIA  
THE RESOURCES AGENCY

## DEPARTMENT OF WATER RESOURCES

DIVISION OF ENGINEERING - GEOMATICS BRANCH

01/31/2022

# Yolo Bypass Big Notch Project

APN: 033-220-060\_01

Owner: RODNEY W. WILLIAMS

Parcel area: 40.1 acres

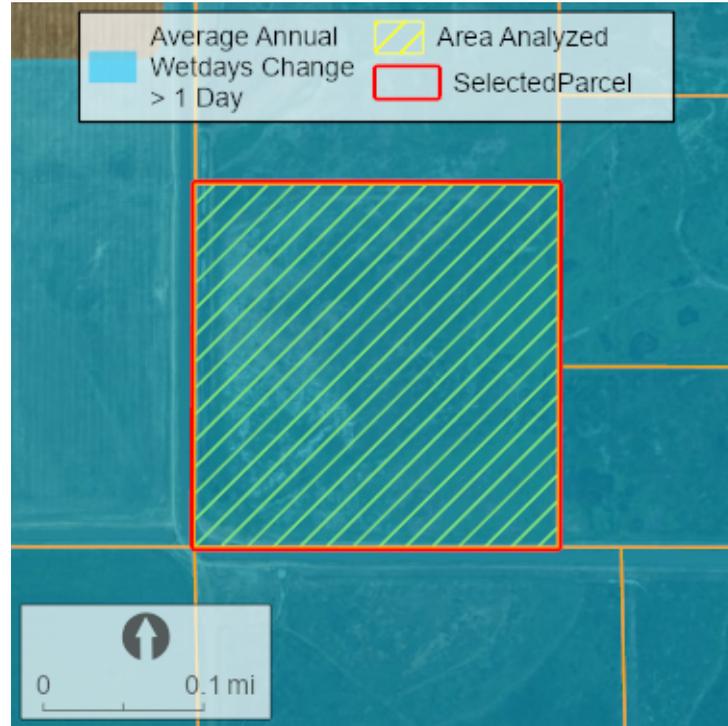
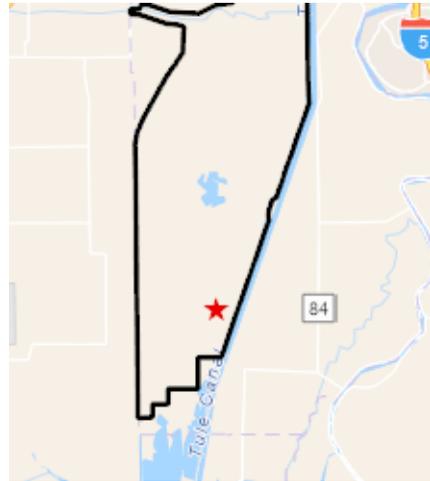
Area within YB: 40.1 acres

Annual wetted-days

Current: 29.6

Project: 38.8

Change: 9.2



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	02-19	02-23	59	70	0.3	5.7	5.1
1998	06-11	06-11	101	105	0.1	4.4	4.3
1999	04-04	04-05	47	68	0.3	2.8	2.3
2000	03-22	03-23	35	37	0.1	4.9	4.8
2001		03-13	0	3	0.3	0.6	0.3
2002	01-16	01-18	12	16	0.6	1.6	1.8
2003	01-24	05-10	20	49	0.7	1.2	1.2
2004	03-17	03-19	33	45	0.5	3.7	3.2
2005	05-29	05-29	11	30	0.5	1.6	1.0
2006	05-10	05-10	113	123	0.2	4.5	4.3
2007			0	0	0.0	0.9	0.9
2008	01-31	02-10	1	12	0.6	0.1	0.6
2009		03-10	0	3	0.2	0.7	0.2
2010	02-01	02-06	4	13	1.2	0.2	1.3
2011	04-15	04-16	37	47	0.4	3.8	3.3
2012			0	0	0.0	0.9	0.9

<sup>1</sup> Parcels are classified wet if 30% or more of a parcel area is wet to ignore shallow standing water

<sup>2</sup> Daily change is calculated for pixels and then averaged and may not be equal to project - current

	Monthly Average				Monthly Average Percent Area (%)														
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in		
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	
November	0.9	0.9	0.0	0.0	99.9	99.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
December	2.3	1.9	1.8	3.3	94.9	90.5	1.0	1.3	0.9	1.6	0.6	2.1	0.5	1.7	0.6	1.1	1.5	1.7	
January	4.5	3.5	7.4	11.1	78.1	66.5	3.4	3.0	1.6	4.7	0.9	4.4	0.7	3.9	1.7	3.5	13.5	14.0	
February	5.1	4.2	6.0	8.2	79.0	72.5	1.1	2.5	0.5	2.8	0.4	1.6	0.5	1.2	1.8	2.3	16.7	17.1	
March	3.8	3.6	8.6	9.4	73.6	71.0	2.0	2.5	2.0	2.3	1.6	1.8	1.1	1.3	2.3	3.3	17.4	17.8	
April	4.1	3.7	4.2	4.9	86.5	84.9	1.3	2.2	0.8	1.3	0.4	0.6	0.5	0.5	1.1	1.1	9.4	9.4	
May	2.1	1.8	1.1	1.3	96.8	96.2	0.5	1.0	0.3	0.4	0.3	0.3	0.3	0.3	0.7	0.7	1.1	1.1	
June	1.8	1.8	0.6	0.6	98.2	98.2	0.3	0.3	0.2	0.2	0.2	0.2	0.2	0.2	0.5	0.4	0.3	0.3	

All information provided by the Department of Water Resources made available to provide immediate access for the convenience of interested persons. While the Department believes the information to be reliable, human or mechanical error remains a possibility. Therefore, the Department does not guarantee the accuracy, completeness, timeliness, or correct sequencing of the information. Neither the Department of Water Resources nor any of the sources of the information shall be responsible for any errors or omissions, or for the use or results obtained from the use of this information.

# Yolo Bypass Big Notch Project

APN: 033-220-067\_01

Owner: RODNEY W. WILLIAMS

Parcel area: 61.2 acres

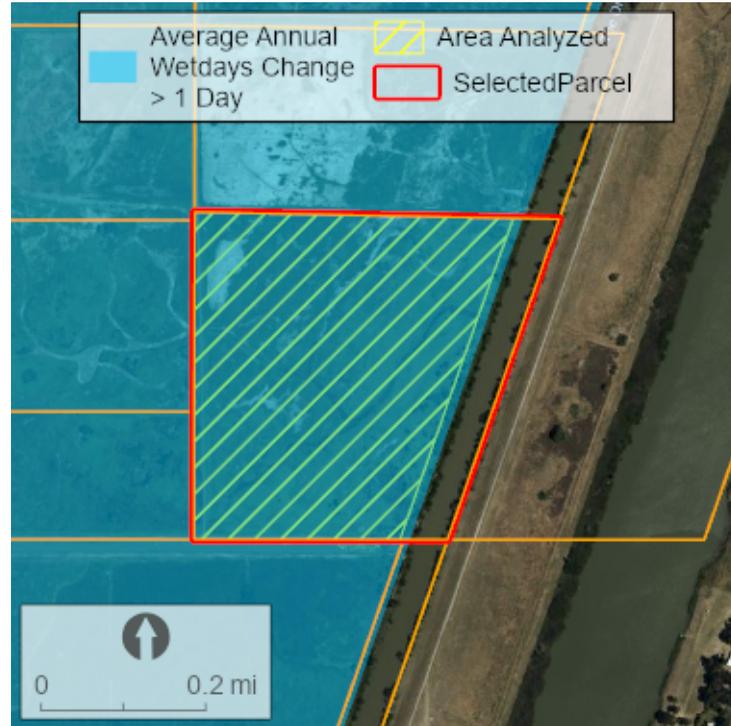
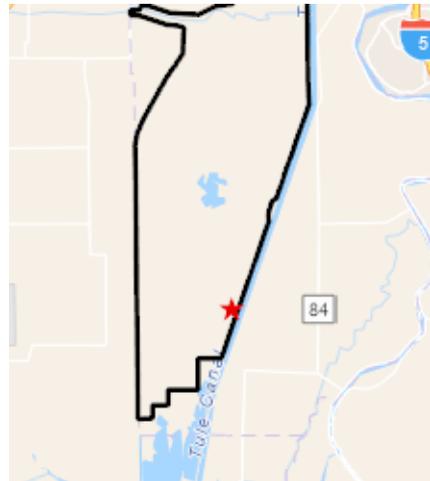
Area within YB: 52.0 acres

Annual wetted-days

Current: 51.6

Project: 60.1

Change: 8.6



Water Year	Last Day Wet <sup>1</sup>		Wetdays <sup>1</sup>		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change <sup>2</sup>	Current	Project
1997	02-25	02-27	78	80	0.4	6.1	6.0
1998	06-28	06-28	150	157	0.1	4.6	4.4
1999	04-22	04-24	70	104	0.5	3.2	2.6
2000	03-28	03-29	44	53	0.2	5.6	5.1
2001	03-12	03-17	6	13	0.7	0.2	0.7
2002	01-20	01-21	25	27	0.7	1.9	2.3
2003	05-13	05-19	60	81	0.9	1.3	1.7
2004	03-22	03-25	60	67	0.7	3.4	3.5
2005	06-26	06-26	65	71	0.6	0.9	1.3
2006	06-27	06-27	149	158	0.3	5.0	4.9
2007			0	0	0.0	0.1	0.1
2008	02-11	02-14	19	23	0.9	0.4	1.2
2009	12-26	03-14	1	14	0.6	0.1	0.6
2010	04-22	04-22	27	34	1.0	0.5	1.3
2011	06-20	06-20	71	80	0.5	3.4	3.4
2012			0	0	-0.0	0.1	0.1

<sup>1</sup> Parcels are classified wet if 30% or more of a parcel area is wet to ignore shallow standing water

<sup>2</sup> Daily change is calculated for pixels and then averaged and may not be equal to project - current

	Monthly Average				Monthly Average Percent Area (%)													
	Depth (ft)		Wetdays		Dry		< 6 in		6-12 in		12-18 in		18-24 in		24-36 in		>36 in	
	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project	Current	Project
November	0.1	0.1	0.1	0.1	99.6	99.6	0.4	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
December	1.9	2.1	5.1	6.4	87.7	82.8	5.6	5.6	1.3	1.4	0.8	0.9	0.9	1.4	1.2	4.1	2.5	3.7
January	3.9	4.0	12.9	13.9	64.3	58.0	9.0	5.0	3.9	1.8	2.9	2.1	2.2	4.0	1.8	9.3	15.9	19.8
February	4.9	4.3	9.5	12.2	70.0	61.5	6.7	7.5	2.1	2.5	0.8	2.0	0.5	2.6	0.8	3.5	19.0	20.3
March	4.5	4.2	10.4	12.1	68.2	63.3	3.1	5.0	1.5	1.8	1.6	1.9	2.0	2.4	2.9	3.3	20.7	22.4
April	4.0	3.8	6.8	7.3	80.0	78.0	4.5	4.2	1.7	2.2	1.1	1.8	0.9	1.6	0.9	1.2	11.0	11.0
May	1.7	1.5	3.6	4.8	91.4	88.8	4.6	5.7	0.9	1.5	0.3	0.9	0.3	0.5	0.5	0.6	2.0	2.0
June	1.4	1.4	3.1	3.1	93.1	92.9	4.7	4.8	0.4	0.6	0.2	0.2	0.2	0.2	0.4	0.4	0.9	0.9