

DEPARTMENT OF WATER RESOURCES

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

7/14/2022



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

The Yolo County 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. 033-220-058 and 033-220-061, also known as DWR Parcel No. YBSH-154. DWR Parcel No. YBSH-154 is owned by Mr. Martin Aroz and Mrs. Jean Aroz and is within the Big Notch Project area. DWR is proposing to acquire a flowage easement over the entirety of this property in conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of DWR Parcel No. YBSH-154 and a copy of the inundation modeling impact report for this property 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.

RECORDING REQUEST OF
First American Title

WHEN RECORDED MAIL TO
U.S. Fish and Wildlife Service
Sacramento Realty Field Office
2800 Cottage Way, W2610 (kb)
Sacramento, California 95825



Yolo Recorder's Office
Freddie Oakley, County Recorder
DOC- 2003-0030566-00

Acct 103-First American Title
Wednesday, MAY 28, 2003 09:49:00

Ttl Pd \$37.00

Nbr-000404756

VRB/R6/1-11

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Conservation

GRANT OF EASEMENT

030566 MAY 28 B



RECORDING REQUESTED BY AND WHEN RECORDED
MAIL TO: U.S. Fish and Wildlife Service
Sacramento Realty Field Office
2800 Cottage Way, W 2610 (kb)
Sacramento, California 95825

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

GRANT OF EASEMENT

GRANT OF EASEMENT, made between **Hall-Mark Services, Inc.**, a California Corporation, 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 Seventy-five Thousand Seven Hundred AND 00/100 DOLLARS (\$75,700.00), 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 68.79 acres, more or less, all being located in Yolo County, State of California, and being a part of the land described as follows:

2

TRACT (436C):

Located in Township 6 North, Range 3 East, Mount Diablo Meridian

Parcel One: The North 30 acres of the Northeast quarter of the Southeast quarter of Section 9, Township 6 North, Range 3 East, MDB&M.

EXCEPTING THEREFROM all oil, gas, and other hydrocarbons in and under the above described property as excepted in the Deed executed by Fridolf Anderson, recorded April 20, 1959 in Book 571 of Official Records, at page 168, Yolo County Records. APN: 033-220-58-1

Parcel Two: The Northwest quarter of the Southeast quarter of Section 9, Township 6 North, Range 3 East, MDB&M., according to the official plat thereof.

Excepting Therefrom all oil, gas and other hydrocarbons, in and under the above described property, as excepted in the Deeds executed by Fridolf Anderson, recorded April 20, 1959 in Book 571 of Official Records at page 170.

Also Excepting Therefrom, a 1.21 acre exclusion, more or less, described as follows:

TRACT (436Cz-1):

Located in Township 6, North, Range 3 East, Mount Diablo Meridian:

A portion of said land described as follows:

Beginning at a property corner on the north-south centerline of Section 9, Township 6 North, Range 3 East marked by a 2" iron pipe, from which the north 1/4 corner of said Section 9 bears North 00°42'30" East, 2653.33 feet,

Thence, South 89°30'31" East, 201.37 feet, to a point from which a 2" iron pipe shown on an unrecorded survey performed by Raymond Dowell, L.S. 3932 in July 2001, bears South 89°30'31" East, 1118.30 feet, thence, South 14°25'43" West, 3.08 feet, to a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked "250, 2002" on a #5 rebar, thence, continuing South 14°25'43" West, 150.14 feet, to a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked "251, 2002" on a #5 rebar, thence, South 23°27'39" West, 68.87 feet, to a point, thence, South 32°59'19" West, 78.63 feet, to a point, thence, South 29°07'27" West, 64.10 feet, to a point, thence, South 07°57'55" West, 57.01 feet, to a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked "252, 2002" on a #5 rebar, thence, North 83°41'45" West, 40.34 feet, to a 3 1/4" U.S. Fish and Wildlife Service aluminum cap marked "253, 2002" on a #5 rebar, thence, continuing North 83°41'45" West, 18.49 feet, to a point on the north-south centerline of said Section 9, from which a #5 rebar bears South 00°41'10" West, 940.81 feet, thence, along said north-south

3

centerline, North 00°41'10" East, 385.27 feet, to the point of beginning, containing 1.21 acres, more or less.

The above described excluded tract of land is delineated on a map tracing designated Hall-Mark (436Cz-1), bearing the date of November 15, 2002, of record in the files of the Department of the Interior. A print from that map tracing is attached hereto as Exhibit "2".

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, and to all outstanding mineral rights, including all oil and gas leases 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. Any survey undertaken in connection with the determination of flood elevation levels and measurement locations shall be at the option and expense of the United States.

3. (a) Grantors 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 his 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) Grantors and Grantee agree that the exploration, development, and production of reserved oil and gas deposits by Grantors 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 work over 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, Grantors 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. Grantors are 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 are Grantors 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 Grantors do 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 Grantors' 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 Grantors' pumps, exclusive of maintenance costs, during any period of such use by Grantee, and (ii) Grantors 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 his 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, its successors and assigns and Grantee and its assigns.

9. THIS GRANT OF EASEMENT 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;

10. 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.

11. This Grant of Easement imposes no other obligations or restrictions on the Grantor and neither they nor their 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.

12. THIS GRANT is made in compliance with Yolo County Board of Supervisors Resolution No. 95-185, 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 Grantors have hereunto set their hand as of this 11 day of March 2003 as above written.

HALL-MARK SERVICES, Inc.,
a California Corporation

BY: [Signature] L.S.
Gary S. Moody

ACKNOWLEDGMENT

STATE OF Calif.)

COUNTY OF Sacramento

On 3-11, 2003, before me, Denise E. See personally appeared David S. Moody, 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 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 Denise E. See (SEAL)
Notary Public



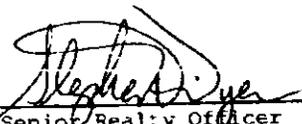
1

CERTIFICATE OF ACCEPTANCE
State of California Government Code Section 27281

This is to certify that the Secretary of the Interior, acting by and through his authorized representative, the Senior 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.

March 14, 2003

Date



Senior Realty Officer
U.S. FISH AND WILDLIFE SERVICE



EXHIBIT 1

The following list contains most of the plants considered desirable for waterfowl and other wildlife in the North Central Valley Wildlife Management Area. 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 Grantee.

Scientific NameCommon NameAquatic-floating and submerged:

| | |
|------------------------|-----------------|
| Lemna minor | Duckweed |
| Potamogeton pectinatus | Sego pondweed |
| Potamogeton species | Other pondweeds |
| Zannichellia palustris | Horned pondweed |
| Najas guadalupensis | Southern naiad |
| Chara species | Muskgrass |

Aquatic-emergent:

| | |
|----------------------|------------------------|
| Scirpus acutus | Hardstem bulrush(tule) |
| Scirpus robustus | Alkali bulrush |
| Scirpus fluviatilis | River bulrush |
| Carex species | Sedges |
| Heleocharis palustis | Spike rush |
| Cyperus species | Flat sedges (nutgrass) |
| Echinodorus berteroi | Burhead |
| Sagittaria latifolia | Wapato, duck potato |
| Sagittaria species | Arrowhead |
| Typha species | Cattails |

Moist soil:

| | |
|-------------------------|---------------|
| Echinochloa crusgalli | Watergrass |
| Leptochloa fascicularis | Sprangletop |
| Heleocharis schoenoides | Swamp timothy |
| Crypsis niliaca | Prickle grass |
| Polygonum species | Smartweeds |
| Ammannia coccinea | Redstem |
| Paspalum distichum | Joint grass |
| Cynodon dactylon | Bermuda grass |

EXHIBIT 1 Continued:

Scientific Name

Common Name

Uplands:

| | |
|------------------------------------|-------------------|
| Phalaris tuberosa var. stenoptera | Harding grass |
| Phalaris tuberosa var. hirtiglumis | Perla grass |
| Phalaris arundinacea | Reed canary grass |
| Sorghum halepense | Johnson grass |
| Setaria species | Bristle grass |
| Distichlis spicata | Saltgrass |
| Aproopyron elongatum | Tall wheatgrass |
| Melilotus species | Sweetclovers |
| Astragalus cicer | Cicer milkvetch |
| Lotus corniculatus | Birdsfoot trefoil |

Trees, shrubs, and vines:

| | |
|------------------------|--------------------|
| Salix gooddingii | Black willow |
| Salix hindsiana | Sandbar willow |
| Populus fremontii | Fremont cottonwood |
| Alnus rhombifolia | White alder |
| Elaeagnus angustifolia | Russian olive |

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EXHIBIT 2

UNITED STATES DEPARTMENT OF THE INTERIOR
 FISH AND WILDLIFE SERVICE
 NORTH CENTRAL VALLEY WILDLIFE MANAGEMENT AREA
HALL-MARK
 (436Cz-1)
 1.21 ACRES
 YOLO COUNTY, CALIFORNIA
 MEANS DOUBLE HOOKS
 T. 6 N., R. 3 E.



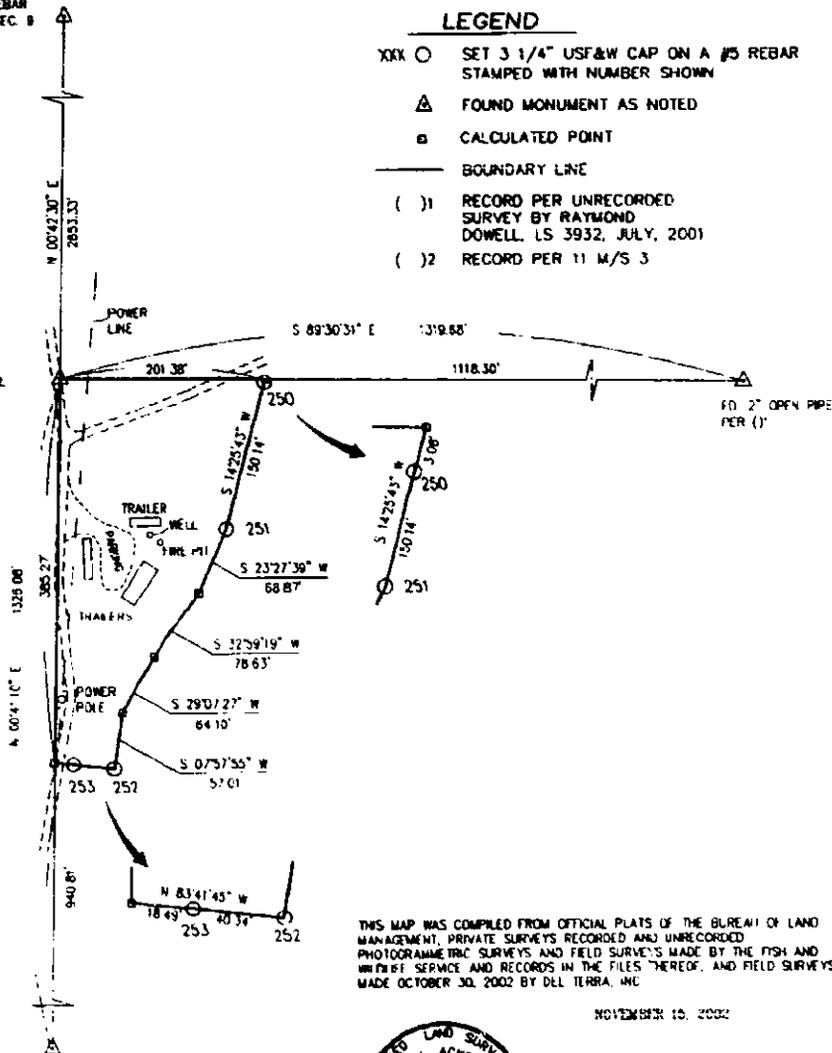
LEGEND

- XXX ○ SET 3 1/4" USF&W CAP ON A #5 REBAR STAMPED WITH NUMBER SHOWN
- △ FOUND MONUMENT AS NOTED
- CALCULATED POINT
- BOUNDARY LINE
- () 1 RECORD PER UNRECORDED SURVEY BY RAYMOND DOWELL, LS 3932, JULY, 2001
- () 2 RECORD PER 11 M/S 3

FD. 5/8" REBAR
 AT N 1/4 SEC. 9
 PER (2)

FD. 2" IP
 PROP. COR.
 PER (1)

FD. 2" OPEN PIPE
 PER (1)



THIS MAP WAS COMPILED FROM OFFICIAL PLATS OF THE BUREAU OF LAND MANAGEMENT, PRIVATE SURVEYS RECORDED AND UNRECORDED, PHOTOGRAMMETRIC SURVEYS AND FIELD SURVEYS MADE BY THE FISH AND WILDLIFE SERVICE AND RECORDS IN THE FILES THEREOF, AND FIELD SURVEYS MADE OCTOBER 30, 2002 BY DEL TERRA, INC.

NOVEMBER 15, 2002



Roger L. Ackerman
 ROGER L. ACKERMAN
 CALIFORNIA L.S. 4495
 EXPIRES 9-30-02

030566 MAY 28 03

M

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

APN: 033-220-058, 033-220-061

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-154

EASEMENT
(TO THE STATE)

WE, MARTIN J. AROZ AND JOAN M. AROZ, AS CO -TRUSTEES OF THE MARTIN J. AROZ AND JOAN M. AROZ REVOCABLE LIVING TRUST, U/A DATED NOVEMBER 17, 1998, 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 | 30.0 AC | Flowage Easement |
| UNIT B | 40.0 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 MARTIN AROZ AND JOAN AROZ, husband and wife as community property with right of survivorship ("Grantor") to the Department of Water Resources of the State of California, a public agency, ("Grantee"),

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

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

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

DRAFT

For discussion purposes only

EXHIBIT "A"

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

YBSH-154

UNIT A

Parcel 1 of Tract 2 per DEED DOC-2011-0027935
40 ACRES, MORE OR LESS
APN 033-220-061

UNIT B

Parcel 1 of Tract 1 per DEED DOC-2011-0027935
30 ACRES, MORE OR LESS
APN 033-220-058

KRISTOPHER KLIMA, PLS

DRAFT

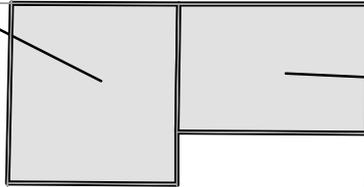
**YBSH-154
FLOWAGE EASEMENT
MARTIN AROZ & JOAN AROZ**

COUNTY ROAD 155

**DEED DOC 2011-0027935
REC. OCTOBER 13, 2011**

**UNIT A
PARCEL 1 OF TRACT 2**

**033-220-061
40 AC. +/-**



**UNIT B
PARCEL 1 OF TRACT 1**

**033-220-058
30 AC. +/-**

TOE DRAIN

HAMILTON RD.

SAC RIVER DEEP WATER CHANNEL

MALLARD RD.



NO SCALE

**PORTION OF SECTION 9,
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

8/24/2021

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

Yolo Bypass Big Notch Project

APN: 033-220-058_01

Owner: MARTIN AROZ & JOAN AROZ

Parcel area: 30.5 acres

Area within YB: 30.5 acres

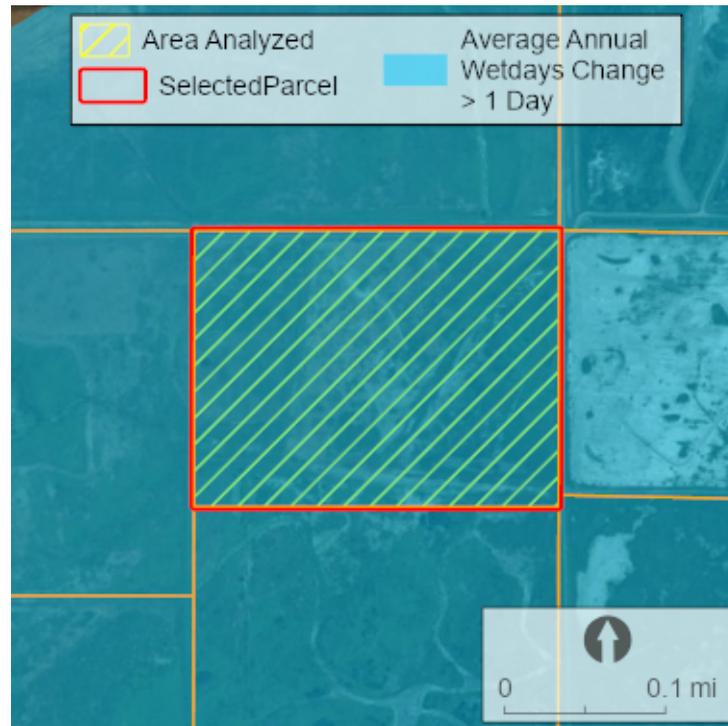
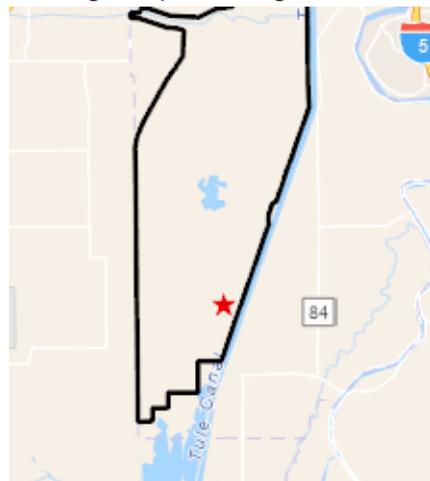
Annual wetted-days

Current: 34.2

Project: 43.7

Change: 9.5

Average depth change: 0.6



| Water Year | Last Day Wet ¹ | | Wetdays ¹ | | Average Depth (ft) | | |
|------------|---------------------------|---------|----------------------|---------|---------------------------|---------|---------|
| | Current | Project | Current | Project | Daily Change ² | Current | Project |
| 1997 | 02-22 | 02-24 | 64 | 71 | 0.4 | 6.2 | 5.9 |
| 1998 | 06-14 | 06-14 | 110 | 116 | 0.1 | 4.9 | 4.8 |
| 1999 | 04-05 | 04-20 | 51 | 78 | 0.4 | 3.3 | 2.6 |
| 2000 | 03-24 | 03-26 | 38 | 41 | 0.1 | 5.5 | 5.3 |
| 2001 | | 03-14 | 0 | 5 | 0.7 | | 0.7 |
| 2002 | 01-17 | 01-19 | 13 | 17 | 0.8 | 2.1 | 2.4 |
| 2003 | 05-09 | 05-11 | 29 | 59 | 0.9 | 1.4 | 1.6 |
| 2004 | 03-19 | 03-21 | 40 | 50 | 0.7 | 3.9 | 3.6 |
| 2005 | 05-30 | 05-30 | 25 | 35 | 0.7 | 1.2 | 1.3 |
| 2006 | 05-11 | 05-18 | 119 | 132 | 0.3 | 5.1 | 4.8 |
| 2007 | | | 0 | 0 | | | |
| 2008 | 02-07 | 02-11 | 5 | 13 | 1.0 | 0.3 | 1.1 |
| 2009 | | 03-11 | 0 | 4 | 0.7 | | 0.7 |
| 2010 | 02-04 | 02-15 | 9 | 23 | 1.1 | 0.5 | 1.3 |
| 2011 | 04-17 | 04-19 | 44 | 55 | 0.6 | 4.0 | 3.6 |
| 2012 | | | 0 | 0 | | | |

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

² 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 | | | 0.0 | 0.0 | 100.0 | 100.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| December | 2.3 | 2.2 | 2.2 | 3.8 | 93.6 | 88.6 | 1.8 | 1.7 | 0.6 | 1.0 | 0.5 | 1.4 | 1.0 | 1.3 | 0.8 | 3.5 | 1.7 | 2.4 | |
| January | 4.6 | 4.0 | 8.8 | 11.8 | 74.0 | 63.7 | 3.8 | 2.6 | 2.2 | 2.0 | 2.1 | 3.2 | 1.4 | 4.6 | 1.5 | 7.1 | 14.9 | 16.7 | |
| February | 5.4 | 4.5 | 7.0 | 9.2 | 76.3 | 69.0 | 2.4 | 3.2 | 1.2 | 2.0 | 0.4 | 1.9 | 0.5 | 2.5 | 1.2 | 2.6 | 17.9 | 18.8 | |
| March | 4.3 | 4.2 | 9.2 | 10.1 | 71.6 | 68.7 | 1.8 | 2.1 | 1.4 | 1.6 | 1.6 | 2.1 | 1.9 | 1.8 | 2.7 | 3.3 | 19.1 | 20.4 | |
| April | 4.3 | 4.0 | 5.1 | 5.9 | 84.0 | 82.0 | 2.2 | 2.5 | 1.1 | 1.4 | 1.0 | 1.7 | 0.6 | 1.1 | 0.9 | 1.0 | 10.3 | 10.3 | |
| May | 2.2 | 1.7 | 1.2 | 2.1 | 96.3 | 94.2 | 1.0 | 2.0 | 0.3 | 0.7 | 0.2 | 0.8 | 0.2 | 0.3 | 0.7 | 0.8 | 1.2 | 1.2 | |
| June | 1.9 | 1.9 | 0.8 | 0.8 | 97.8 | 97.7 | 0.5 | 0.6 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.4 | 0.4 | 0.6 | 0.6 | |

Yolo Bypass Big Notch Project

APN: 033-220-061_01

Owner: MARTIN AROZ AND JOAN AROZ

Parcel area: 40.2 acres

Area within YB: 40.2 acres

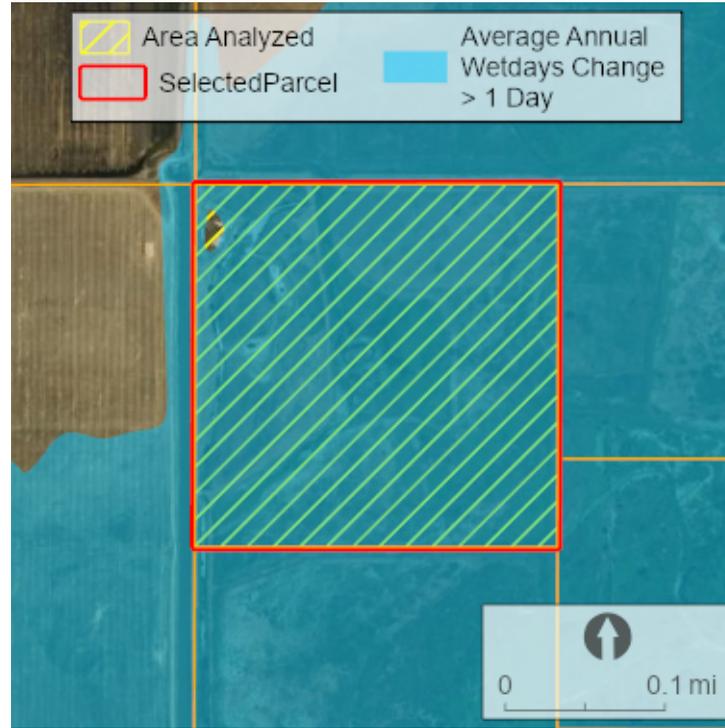
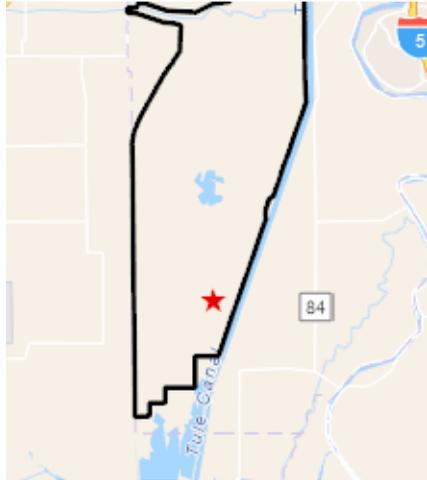
Annual wetted-days

Current: 25.9

Project: 34.6

Change: 8.8

Average depth change: 0.3



| Water Year | Last Day Wet ¹ | | Wetdays ¹ | | Average Depth (ft) | | |
|------------|---------------------------|---------|----------------------|---------|---------------------------|---------|---------|
| | Current | Project | Current | Project | Daily Change ² | Current | Project |
| 1997 | 02-17 | 02-21 | 56 | 68 | 0.2 | 5.4 | 4.8 |
| 1998 | 06-09 | 06-09 | 95 | 98 | 0.1 | 4.1 | 4.1 |
| 1999 | 04-02 | 04-03 | 38 | 56 | 0.2 | 2.6 | 2.2 |
| 2000 | 03-20 | 03-21 | 33 | 35 | 0.1 | 4.6 | 4.5 |
| 2001 | | | 0 | 0 | 0.1 | | 0.1 |
| 2002 | 01-15 | 01-17 | 11 | 14 | 0.6 | 1.3 | 1.5 |
| 2003 | 01-23 | 02-02 | 16 | 37 | 0.6 | 1.0 | 1.0 |
| 2004 | 03-15 | 03-18 | 28 | 43 | 0.4 | 3.8 | 3.0 |
| 2005 | 05-27 | 05-28 | 4 | 20 | 0.3 | 1.6 | 0.8 |
| 2006 | 05-08 | 05-08 | 104 | 119 | 0.2 | 4.2 | 3.9 |
| 2007 | | | 0 | 0 | | | |
| 2008 | | 02-08 | 0 | 9 | 0.3 | 0.6 | 0.3 |
| 2009 | | | 0 | 0 | 0.1 | | 0.1 |
| 2010 | | 02-04 | 0 | 11 | 0.9 | 0.1 | 0.9 |
| 2011 | 04-13 | 04-14 | 29 | 44 | 0.3 | 3.9 | 3.0 |
| 2012 | | | 0 | 0 | | | |

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

² 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 | | | 0.0 | 0.0 | 100.0 | 100.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| December | 2.3 | 1.6 | 1.3 | 2.9 | 96.5 | 92.4 | 1.0 | 1.5 | 0.5 | 2.1 | 0.3 | 1.7 | 0.1 | 0.6 | 0.3 | 0.4 | 1.3 | 1.3 | 1.3 |
| January | 4.7 | 3.4 | 6.1 | 10.4 | 81.9 | 70.9 | 1.6 | 4.4 | 1.0 | 4.1 | 0.8 | 3.7 | 0.8 | 2.2 | 1.8 | 2.3 | 12.2 | 12.4 | 12.4 |
| February | 4.8 | 4.1 | 5.7 | 7.5 | 80.4 | 75.6 | 0.6 | 2.7 | 0.6 | 1.7 | 0.7 | 1.3 | 0.9 | 1.2 | 1.6 | 2.1 | 15.2 | 15.4 | 15.4 |
| March | 3.5 | 3.4 | 7.9 | 8.5 | 76.3 | 74.2 | 2.0 | 2.1 | 1.5 | 1.9 | 1.3 | 1.4 | 1.1 | 1.7 | 3.5 | 4.0 | 14.3 | 14.7 | 14.7 |
| April | 3.9 | 3.8 | 3.8 | 4.1 | 88.1 | 87.4 | 0.8 | 1.3 | 0.4 | 0.6 | 0.5 | 0.5 | 0.6 | 0.6 | 1.5 | 1.5 | 8.0 | 8.1 | 8.1 |
| May | 1.7 | 1.7 | 0.8 | 0.9 | 97.7 | 97.5 | 0.3 | 0.4 | 0.3 | 0.4 | 0.3 | 0.3 | 0.3 | 0.3 | 0.7 | 0.7 | 0.3 | 0.4 | 0.4 |
| June | 1.4 | 1.5 | 0.4 | 0.4 | 98.7 | 98.7 | 0.3 | 0.3 | 0.2 | 0.2 | 0.2 | 0.2 | 0.3 | 0.2 | 0.3 | 0.4 | 0.1 | 0.1 | 0.1 |

DEPARTMENT OF WATER RESOURCES

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



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

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

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The Yolo County 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. 033-220-058 and 033-220-061, also known as DWR Parcel No. YBSH-154. DWR Parcel No. YBSH-154 is owned by Mr. Martin Aroz and Mrs. Jean Aroz and is within the Big Notch Project area. DWR is proposing to acquire a flowage easement over the entirety of this property in conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of DWR Parcel No. YBSH-154 and a copy of the inundation modeling impact report for this property 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

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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: Mr. Fahmi H. Kassis, Associate Right of Way Agent, within 45 days from the date this notice.

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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:

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(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 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 directly via telephone at (916) 902-7021, toll free at 1-800-600-4397, by e-mail at Fahmi.Kassis@water.ca.gov, or at the address provided above.

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Sincerely,

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Fahmi H. Kassis
Associate Right of Way Agent

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

Certificate Of Completion

Envelope Id: 6442C32B4AC14A3BB94D3FFA3D449B74

Status: Completed

Subject: Please DocuSign: 073FK071422CP.docx, CE_2003-0030566.pdf, Aroz (YBSH-154) Easement Deed.pdf, Ar...

FormID:

Source Envelope:

Document Pages: 22

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Carlyn Pipkins

AutoNav: Enabled

715 P Street

Enveloped Stamping: Enabled

Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Carlyn.Pipkins@water.ca.gov

IP Address: 136.200.53.21

Record Tracking

Status: Original

Holder: Carlyn Pipkins

Location: DocuSign

7/14/2022 1:20:29 PM

Carlyn.Pipkins@water.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Water Resources

Location: DocuSign

Signer Events**Signature****Timestamp**

Fahmi Kassis

Fahmi Kassis

Sent: 7/14/2022 1:24:30 PM

Fahmi.Kassis@water.ca.gov

Viewed: 7/14/2022 1:47:02 PM

Department of Water Resources

Signed: 7/14/2022 1:47:26 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Alejandra Lopez

VIEWED

Sent: 7/14/2022 1:47:28 PM

Alejandra.Lopez@water.ca.gov

Viewed: 7/14/2022 2:12:02 PM

Department of Water Resources

Security Level: Email, Account Authentication
(None)

Using IP Address: 107.220.111.169

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Linus A. Paulus

COPIED

Sent: 7/14/2022 2:12:02 PM

Linus.Paulus@water.ca.gov

Manager, Acquisition and Appraisal Section

Department of Water Resources

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Signing Complete | Security Checked | 7/14/2022 1:47:26 PM |
| Completed | Security Checked | 7/14/2022 2:12:02 PM |

| Payment Events | Status | Timestamps |
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