

DEPARTMENT OF WATER RESOURCES

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



6/16/2022

National Resources Conservation Service
c/o Dean Kwasny
California State Offices
430 G Street, #4164
Davis, CA 95616-4164

Dear Mr. Kwasny:

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 National Resources Conservation Service (NRCS) holds a conservation easement identified as Document No. 2006-020581 in the Official Records of Yolo County (attached) on property identified as Yolo County Assessor's Parcel Nos. (APN) 033-220-007, 033-220-008, and 033-220-009, also known as DWR Parcel No. YBSH-150. DWR Parcel No. YBSH-150 is owned by Lucky Five Farm and is within the Big Notch Project area, and DWR is proposing to acquire a flowage easement over the entirety of the property in conjunction with the Big Notch Project. A copy of DWR's easement deed including legal plat map depicting the area of YBSH-150 and a copy of the inundation modeling impact reports for each of the 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.

Mr. Dean Kwasny

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As part of DWR outreach activities, DWR and NRCS previously met to introduce the Project to NRCS on May 11, 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 P.O. 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 above address; 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, by email at 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 description and plat
- Inundation Modeling Exhibits (3)

RECORDING REQUESTED BY:
Fidelity National Title Company of California

AND WHEN RECORDED MAIL TO
HY Young
C/O USDA
430 G Street #4164
Davis, Ca. 95616-4164

Escrow No.: 05-1000784-MEM
Locate No.: CAFNT0957-0957-0001-0001000784
Title No.: 05-1000784-KR



Yolo Recorder's Office
Freddie Oakley, County Recorder
DOC- 2006-0020581-00
Acct 102-Fidelity National Title
Thursday, MAY 25, 2006 08:41:00
Ttl Pd \$35.00 Nbr-0000643645
VRB/R6/1-28

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Easement Deed

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

(recovery)(10-04)

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WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-9104-5-307

THIS WARRANTY EASEMENT DEED is made by and between, Lucky Five Farm, by deed dated January 7, 1963; and Lucky Five Farm, a Co-Partnership, by deed dated February 26, 1963; and Lucky Five Farm, A General Partnership (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation(CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service(NRCS), United States Department of Agriculture

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of Nine hundred forty-three thousand Dollars (\$943,000.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. ~~Such a right-of-way-for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.~~ There is *NO* exhibit B.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.

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D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C..

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. *Without otherwise limiting the rights of the United States acquired hereunder,* it is expressly understood that the rights to the following activities and uses have been acquired by the United States and unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.
10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if, upon a determination by CCC in the exercise of its discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. **Management activities.** The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practicable, the United States shall utilize the access identified in exhibit B.. *There is NO exhibit B.*

C. **Easement Management.** The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to CCC in accordance with applicable law.

D. **Violations and Remedies - Enforcement.** The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. **Rules of Construction and Special Provisions.** All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The

Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this _____ day of _____, 2006.

Landowner(s): See Signature Page Attached (Seal)
_____ (Seal)

Acknowledgment

STATE of CALIFORNIA

COUNTY of _____, on this _____ day of _____, 2006,
before me, the undersigned, a Notary Public in and for said state, personally appeared _____

known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed,

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal the day and year first above written.

(NOTARIAL SEAL)

Notary Public for the State of California
Residing at _____
My Commission Expires: _____

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W, Washington, D.C. 20250, and to the Office of Management and Budget, Paperwork Reduction Project (OMB No 0578-0013), Washington, D.C. 20503.

SIGNATURE PAGE

Lucky Five Farm
A General Partnership

BY: *Arlene Jones*
Arlene Jones-Partner

BY: *Thomas A. Nannizzi*
Thomas A. Nannizzi-Partner

BY: *James Lambert*
James Lambert-Partner

BY: *Rodney Williams*
Rodney Williams-Partner

Hall-Mark Services Inc.

BY: *Gary S. Moody*
Gary S. Moody CEO

6.

STATE OF California

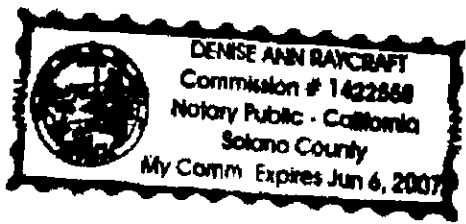
COUNTY OF Yolo

On 4-11-06 before me Denise Ann Raycraft, Notary Public
(Name of Notary Public)

personally appeared Arline Jones

personally known to me (or 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.

WITNESS my hand and official seal.
Denise Ann Raycraft
(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-02)

7

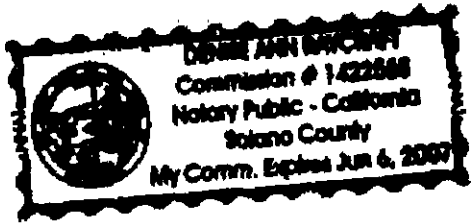
STATE OF California

COUNTY OF YOLO

On 4-11-06 before me, Denise Ann Raycraft, *notary public*
(Name of Notary Public)
personally appeared Thomas A. Nannizzi

personally known to me (or 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.

WITNESS my hand and official seal.
Denise Ann Raycraft
(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-02)

8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

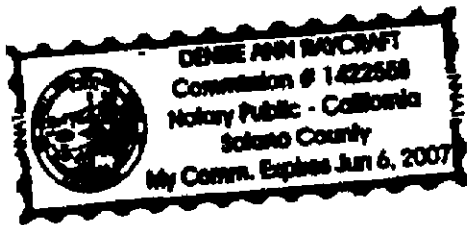
State of California

County of YOLO

On 4-11-06 before me, Denise Ann Raycraft, Notary Public
DATE NAME, TITLE OF OFFICE (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared James Lamont
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Denise Ann Raycraft
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5007

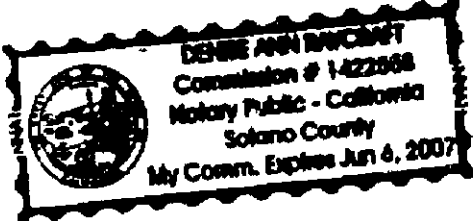
State of California

County of Yolo

On 4-11-06 before me, Denise Ann Rayercraft, Notary Public

personally appeared Gary S. Moody

personally known to me - OR - 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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Denise Ann Rayercraft
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- TITLE(S): _____
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

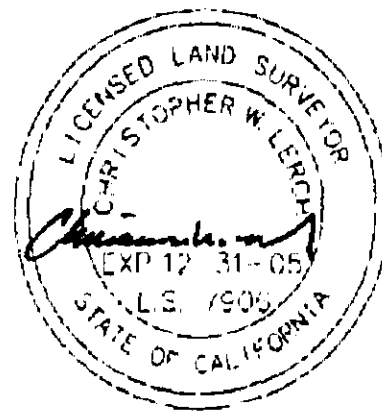
Exhibit "A"

2396-16
August 8, 2006
N.U.B.

LAND DESCRIPTION
for
CALIFORNIA WATERFOWL ASSOCIATION
A PORTION OF LUCKY FIVE FARMS - NORTH AREA

ALL that real property situate in the unincorporated area of the County of Yolo, State of California, and being a portion of the East Half of Section 4, Township 6 North, Range 3 East, Mount Diablo Base and Meridian, also being a portion of that parcel of land described in Book 704 of Official Records, at Page 488, said County Records, being more particularly described as follows:

BEGINNING at a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" at the intersection of the Northerly right-of-way line of County Road 155 with the Westerly right-of-way line of County Road 107; said point being distant from National Geodetic Survey Designation "DIXON RESET" (PID JS4323), the following two (2) courses and distances: (1) North 63°37'50" East 17,444.78 feet to National Geodetic Survey Designation "ANDREW" (PID AE9864); and (2) South 58°49'46" West 59.17 feet; thence, from said POINT OF BEGINNING, and along said Northerly right-of-way line, North 89°36'27" West 2,314.51 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the West line of said East half, North 00°09'11" East 295.16 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with said Northerly right-of-way line, North 89°36'27" West 295.16 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" on the West line of said East half, said point bears, North 00°09'11" East 325.16 feet from a spike at the Southwest corner of said East half; thence, along said West line, North 00°09'11" East 4,991.77 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" at the Northwest corner of said East half; thence, along the North line of said East half, South 89°56'23" East 2,612.66 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S.



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CIVIL ENGINEERS

7906" on the Westerly right-of-way line of County Road 107, said point bears, North 89°56'23" West 30.00 feet from a 1½" iron rod at the Northwest corner of said East half; thence, along said Westerly right-of-way line, South 00°11'08" West 683.03 feet to a ¾" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, leaving said Westerly right-of-way and along a line parallel with the North line of said East half, North 89°56'23" West 86.60 feet to a ¾" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" at the toe of an existing berm; thence, along said toe of berm, the following two (2) courses and distances: (1) South 02°27'41" West 14.58 feet to a ¾" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; and (2) South 87°05'52" West 118.02 feet to a ¾" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with said Westerly right-of-way line, South 00°11'08" West 258.79 feet to a ¾" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the North line of said East half, South 89°56'23" East 159.68 feet to a ¾" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the said Westerly right-of-way line, North 00°11'08" East 257.05 feet to a ¾" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the North line of said East half, South 89°56'23" East 45.34 feet to a ¾" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" on said Westerly right-of-way line; thence, along said Westerly right-of-way line, South 00°11'08" East 4,596.63 feet to the POINT OF BEGINNING.

Containing 314.373 acres of land, more or less.

The basis of bearings for this description is the grid bearing between said N.G.S. Designations "DIXON RESET" and "ANDREW"; said Designation "DIXON RESET" having coordinates of North (Y) 1,895,113.16 feet and East (X) 6,649,647.87 feet, said Designation "ANDREW" having coordinates of North (Y) 1,902,861.37 feet and East (X) 6,665,277.41 feet; said grid bearing being North 63°37'50" East as determined from National Geodetic Survey Data Sheets.

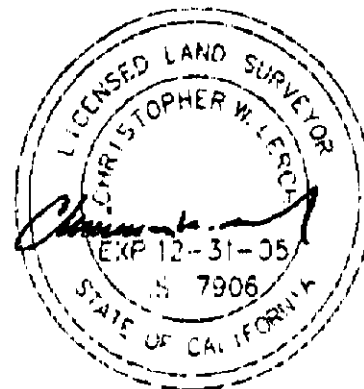
All bearings shown are grid, based upon the California Coordinate System of 1983, Zone 2. All distances shown are ground. To obtain grid distances, multiply ground distances described herein by the combination factor of 0.999994855.

End of description.

LAND DESCRIPTION
for
CALIFORNIA WATERFOWL ASSOCIATION
A PORTION OF LUCKY FIVE FARMS - SOUTH AREA

ALL that real property situate in the unincorporated area of the County of Yolo, State of California, and being a portion of the Northeast Quarter of Section 9, Township 6 North, Range 3 East, Mount Diablo Base and Meridian, also being a portion of that parcel of land described in Book 704 of Official Records, at Page 488, said County Records, being more particularly described as follows:

BEGINNING at a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" at the intersection of the Southerly right-of-way line of County Road 155 with the East line of said Northeast Quarter; said point being distant from National Geodetic Survey Designation "DIXON RESET" (PID JS4323), the following two (2) courses and distances: (1) North 63°37'50" East 17,444.78 feet to National Geodetic Survey Designation "ANDREW" (PID AE9864); and (2) South 13°04'47" West 93.25 feet; thence, from said POINT OF BEGINNING, and along said East line, South 00°43'19" West 2,628.24 feet to a 2 1/4" buttonhead monument with tag stamped "L.S. 2355" at the Southeast corner of said Northeast Quarter as shown on that certain map filed in Book 1 of Parcel Maps, at Page 46, said County Records; thence, along the South line of said Northeast Quarter, North 89°30'07" West 2,343.91 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; said point bears, South 89°30'07" East 295.16 feet from a 2" Iron Pipe at the Southwest corner of said Northeast Quarter; thence, along a line parallel with the West line of said Northeast Quarter; North 00°42'36" East 295.16 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906"; thence, along a line parallel with the South line of



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CIVIL ENGINEERS

said Northeast Quarter, North 89°30'07" West 295.16 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" on the West line of said Northeast Quarter; said point bears North 00°42'36" East 295.16 feet from a 2" Iron Pipe at the Southwest corner of said Northeast Quarter; thence, along said West line, North 00°42'36" 2,328.22 feet to a 3/4" x 24" rebar with aluminum cap stamped "ESMT COR L.S. 7906" on the Southerly right-of-way line of County Road 155; said point bears South 00°42'36" West 30.00 feet from a spike at the Northwest corner of said Northeast Quarter; thence, along said Southerly right-of-way line, South 89°36'27" East 2,639.64 feet to the POINT OF BEGINNING.

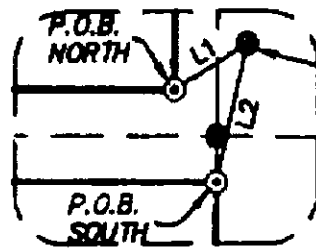
Containing 157.099 acres of land, more or less.

The basis of bearings for this description is the grid bearing between said N.G.S. Designations "DIXON RESET" and "ANDREW"; said Designation "DIXON RESET" having coordinates of North (Y) 1,895,113.16 feet and East (X) 6,649,647.87 feet, said Designation "ANDREW" having coordinates of North (Y) 1,902,861.37 feet and East (X) 6,665,277.41 feet; said grid bearing being North 63°37'50" East as determined from National Geodetic Survey Data Sheets.

All bearings shown are grid, based upon the California Coordinate System of 1983, Zone 2. All distances shown are ground. To obtain grid distances, multiply ground distances described herein by the combination factor of 0.999994855.

End of description.

CONTINUE ON SHEET 2



NGS DESIGNATION: ANDREW
N: 1,902,861.37 SFT
E: 6,885,277.41 SFT
CCS83 ZONE 2



LANDS OF NEILL
APN: 033-220-04
DOC. 2002-0004778-00

LANDS OF PFC, INC.
APN: 033-220-54
DOC. 2000-0005643-00

SET 3/4" REBAR
W/ ALUMINUM
CAP STAMPED
L.S. 7906 (TYP.)

NGS DESIGNATION: ANDREW
N: 1,902,861.37 SFT
E: 6,885,277.41 SFT
CCS83 ZONE 2

SCALE: 1" = 600' $\frac{4}{9}$

N89°36'27"W 2314.51'

SEE DETAIL "A"

COUNTY RD. 155 80' R.O.W.
283 O.R. 103
S89°36'27"E 2639.64'

N63°37'50"E
17,444.78'
"BASIS OF BEARINGS"

$\frac{413}{910}$

LANDS OF SMITH
APN: 033-220-03
DOC. 2003-0072356-00

N00°42'36"E 2328.22'

LINE	BEARING	LENGTH
L1	S58°49'46"W	59.17'
L2	S13°04'47"W	83.25'
L3	N00°09'11"E	295.16'
L4	N89°36'27"W	295.16'
L5	N00°42'36"E	295.16'
L6	N89°30'07"W	295.16'

EASEMENT AREA - SOUTH
157.089± ACRES

2628.24'
S00°43'19"W

LANDS OF YOLO BASIN FARMS
APN: 033-220-46
2002 O.R. 139

NGS DESIGNATION: DIXON RESET
N: 1,895,113.16 SFT
E: 6,649,647.87 SFT
CCS83 ZONE 2



LANDS OF LUCKY FIVE FARMS
APN: 033-220-09
704 O.R. 488
N89°30'07"W 2343.91'

$\frac{9}{10}$

N63°37'50"E
17,444.78'
"BASIS OF BEARINGS"

INTERIOR
QUARTER
CORNER

LANDS OF HALL-MARK, CORP.
APN: 033-220-61
DOC. 2003-0030565-00

LANDS OF HALL-MARK, CORP.
APN: 033-220-58
DOC. 2003-0030565-00

FIND MONUMENT
(TYP)

Christopher W. Lerch
CHRISTOPHER W. LERCH
L.S. 7906 - EXPIRES 12-31-05
AUGUST 8, 2005
DATE

WETLAND RESERVE EASEMENT EXHIBIT FOR

CALIFORNIA WATERFOWL ASSOCIATION "A PORTION OF LUCKY FIVE FARMS"

BEING PORTIONS OF THE EAST HALF OF SECTION 4 AND
THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 6
NORTH, RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN,
YOLO COUNTY, CALIFORNIA

SEE SHEET NO. 3 FOR NOTES

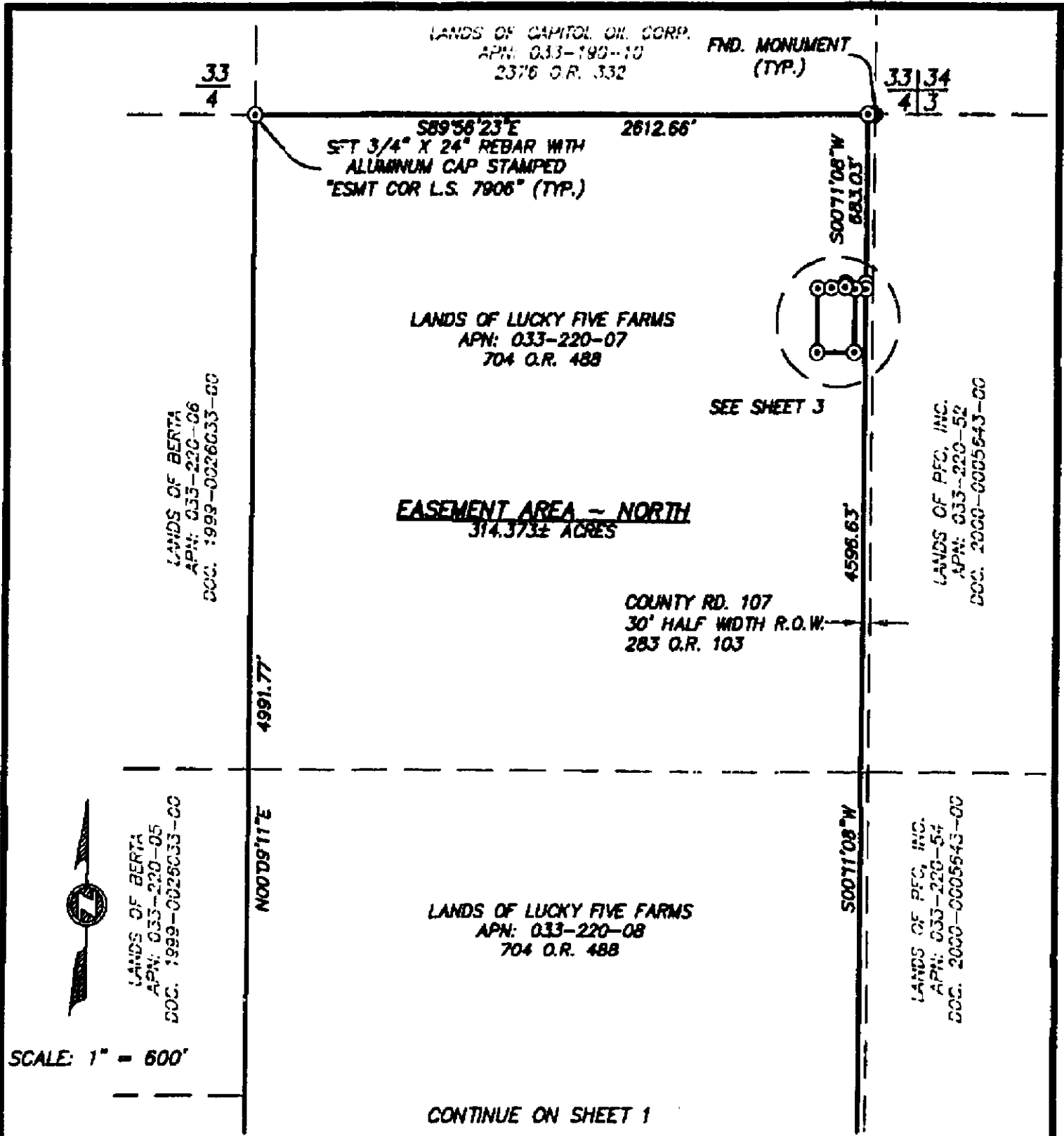


SHEET 1 OF 3

AUGUST 8, 2005

#2395-15

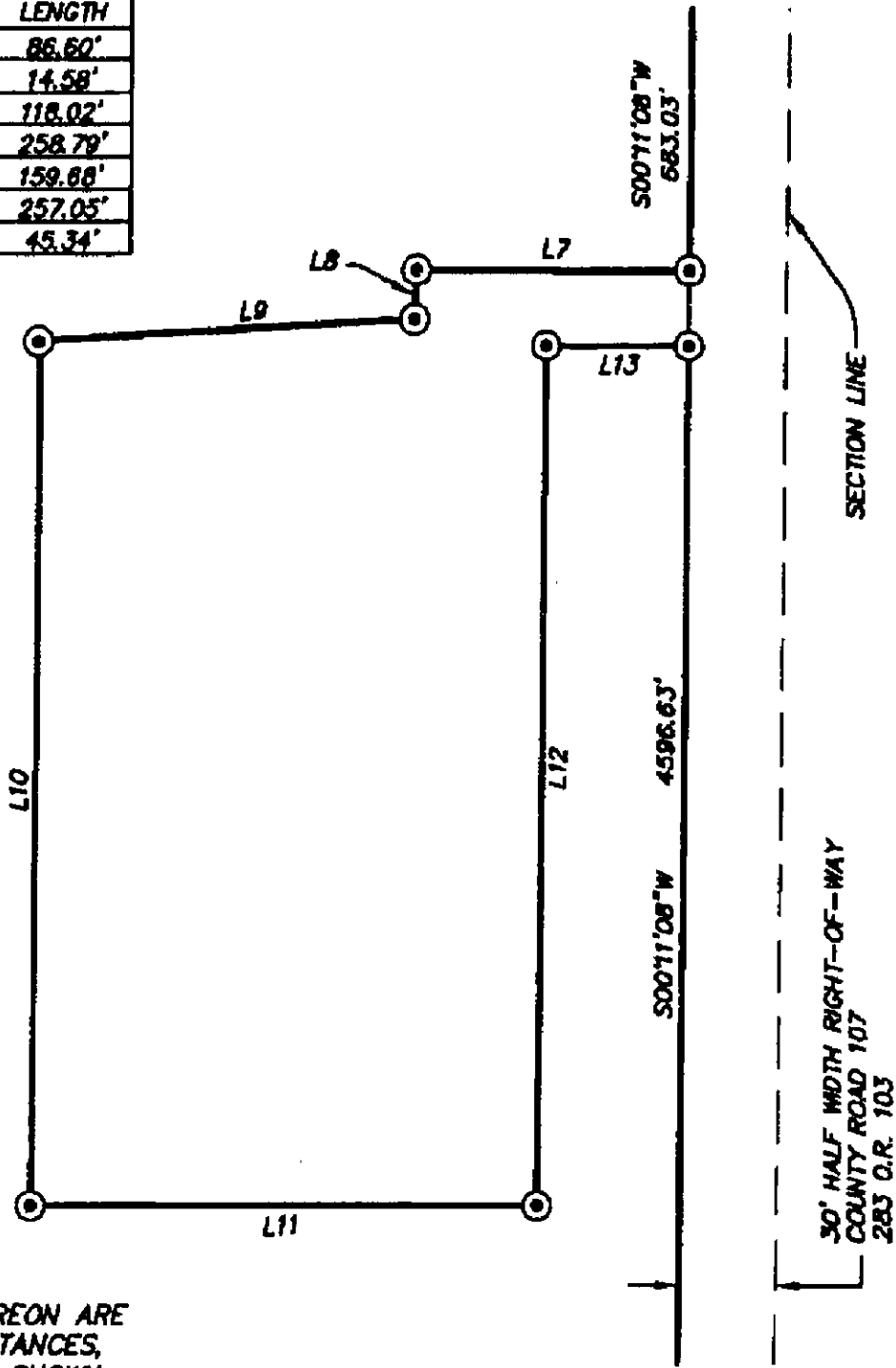
16



17

LINE TABLE		
LINE	BEARING	LENGTH
L7	N89°56'23"W	86.60'
L8	S02°27'41"W	14.58'
L9	S87°05'32"W	118.02'
L10	S00°11'08"W	258.79'
L11	S89°56'23"E	159.88'
L12	N00°11'08"E	257.05'
L13	S89°56'23"E	45.34'

SCALE: 1" = 60'



NOTE:

- 1) ALL DISTANCES SHOWN HEREON ARE GROUND. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES SHOWN HEREON BY THE COMBINATION FACTOR OF 0.999994855.
- 2) ALL BEARINGS SHOWN HEREON ARE GRID.
- 3.) ALL LANDS SHOWN HEREON ARE IN AN EASEMENT FOR FLOOD INUNDATION WITH THE SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT PER BOOK 168 OF OFFICIAL RECORDS, AT PAGE 14, YOLO COUNTY RECORDS.

WETLAND RESERVE EASEMENT EXHIBIT
 FOR
CALIFORNIA WATERFOWL ASSOCIATION
"A PORTION OF LUCKY FIVE FARMS"
 BEING PORTIONS OF THE EAST HALF OF SECTION 4 AND THE
 NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH,
 RANGE 3 EAST, MOUNT DIABLO BASE AND MERIDIAN.
 YOLO COUNTY, CALIFORNIA

LM CIVIL ENGINEERING
 LAND SURVEYING
 PLANNING
LAUGENOUR AND MEKLE
 WOODLAND, CALIFORNIA

SHEET 3 OF 3

AUGUST 2, 2005

#2395-15

18

Exhibit C to Warranty Easement Deed

Revised July 7, 1998

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement ("Agreement") is made this 11th day of April 2006 by and between NATURAL RESOURCES CONSERVATION SERVICE, United States Department of Agriculture ("NRCS"), and Lucky Five Farm, by deed dated January 7, 1963; and Lucky Five Farm, a Co-Partnership, by deed dated February 26, 1963; and Lucky Five Farm, A General Partnership (the "Landowners").

1. NRCS has entered into an agreement with Landowners whereby certain real property owned by Landowners and more particularly described in Exhibit A, which is attached hereto and made a part hereof ("Property") will become subject to a Wetlands Reserve Program Easement and associated documents, all of which are herein called WRP documents.
2. Based upon a Preliminary Report from Fidelity National Title Company, dated May 2, 2005, Order Number 05-1000784-kr ("Preliminary Report") the title held by Landowners to the Property appears to be subject to an exception of certain outstanding interests in waters, minerals, oil, gas and other hydrocarbon substances, and other gaseous materials located on, in or under the Property, (collectively "Outstanding Mineral Interests"), which are shown in either the Preliminary Report exceptions and/or the legal description of the property.
3. Because of the objectives of the Wetlands Reserve Program as set forth in the WRP documents, it is necessary to limit the seasons during which drilling is conducted on the Property subject to the WRP documents and to provide for the selection of sites for drilling and related activities that will not unreasonably interfere with the WRP documents.

NOW THEREFORE, NRCS and Landowners mutually covenant and agree as follows:

4. A. **No drilling or other related operations, including but not limited to exploration, will be conducted by Landowner on the Property during the month of February, March, April, May and June. If parties other than Landowner conduct such activities, Landowners are subject to the indemnification and hold harmless provisions of this document.**
- B. At present, there are no drilling or other related operations, including but not limited to exploration, on the subject easement area.
- C. NRCS will agree to the selection of drilling sites which may be used during the months of **October, November, December and January. No NRCS approval will be required in the months of July, August, and September.** NRCS will also agree to the location of access routes for exploration, drilling and related activities on the Property. NRCS will be reasonable in the selection of these sites and routes taking into account the standard that such agreement will

not unreasonably interfere with the purposes of the WRP program. Any work-sites will be restored prior to January 31 of each year.

D. Landowners, and each of them, hereby agree that they will not exercise any of their respective mineral interest in the Property, or cooperate with the owner or any Outstanding Mineral Interests, in any manner which would unreasonably interfere with the purpose of the WRP documents.

E. If the exercise of any Outstanding Mineral Interests noted in the Preliminary Report unreasonably interferes with the purposes of the WRP documents, Landowners agree to indemnify and hold harmless NRCS for any damage to the Wetland Program Easement which are proximately caused by the exercise of any Outstanding Mineral Interests. Landowners also agree to take any action which has a reasonable chance of success, that might stop the exercise of any above mentioned Outstanding Mineral Interests.

5. If any party hereto fails to perform its obligations because of strikes, fires or other casualties, acts of God, legal acts of public authorities, or other causes not within the control of the party to perform, and which cannot be reasonably forecast or provided against, than that party's failure to perform shall be excused for a period equal to such cause.
6. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
7. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other alleged agreement, statement, or promise shall be valid or binding.
8. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, if the United States is the prevailing party it shall be entitled to recover reasonable attorneys' fees and costs. If the Landowners are the prevailing party, they are entitled to recover reasonable attorney's fees and costs only pursuant to the Equal Access to Justice Act (28 U.S.C. 2412 and 5 U.S.C. 504).
9. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
10. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

11. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

12. This Agreement shall be construed and governed pursuant to the applicable laws of the State of California and the laws of the United States.

**NATURAL RESOURCES CONSERVATION SERVICE
United States Department of Agriculture**

LANDOWNERS:

See Signature Page Attached

By _____

NOTARIZATIONS

SIGNATURE PAGE

Lucky Five Farm
A General Partnership

BY: *Arlene Jones*
Arlene Jones Partner

BY: *Thomas A. Nannizzi*
Thomas A. Nannizzi Partner

BY: *James Lambert*
James Lambert Partner

BY: *Rodney Williams*
Rodney Williams Partner

Hall-Mark Services Inc.

BY: *Gary S. Moody*
Gary S. Moody CEO

22

STATE OF California

COUNTY OF Yolo

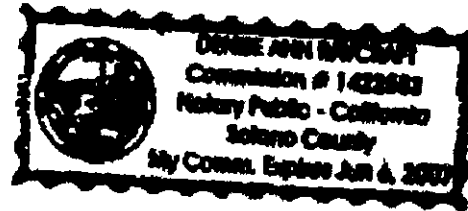
On 4-11-06 before me, Deisean Raycraft, a Notary Public
(Name of Notary Public)

personally appeared Arline Jones

personally known to me (or 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.

WITNESS my hand and official seal.

Deisean Raycraft
(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-02)

23

STATE OF California

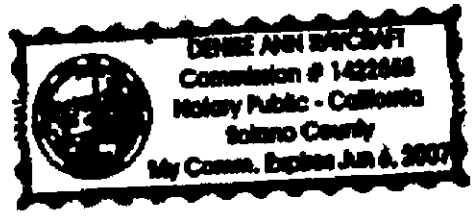
COUNTY OF Yolo

On 4-11-06 before me, Denise Ann Raycraft, Notary Public
(Name of Notary Public)

personally appeared Thomas A. Nannizzi

personally known to me (or 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.

WITNESS my hand and official seal.
Denise Ann Raycraft
(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-02)

24

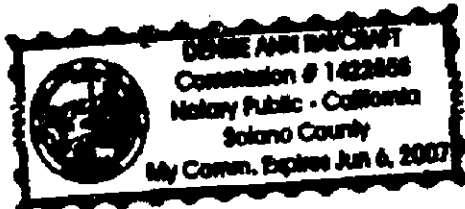
STATE OF California

COUNTY OF Yolo

On 4-11-06 before me, Denise Ann Raycraft, Notary Public
(Name of Notary Public)
personally appeared Gary S. Moody

personally known to me (or 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.

WITNESS my hand and official seal.
Denise Ann Raycraft
(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-02)

25

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of YOLO

On 4-11-06 before me, Denise Ann Kraycraft, Notary

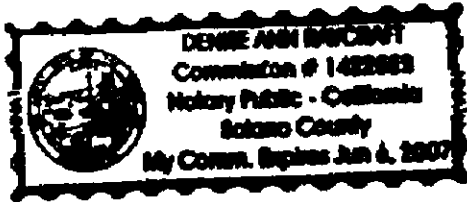
DATE

NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared James Lamont

NAME(S) OF SIGNER(S)

personally known to me - OR - 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/hor/their authorized capacity(ies), and that by his/hor/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Denise Ann Kraycraft
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

26

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 6807

State of California

County of Yolo

On 4-11-06 before me, Denise Ann Rayercraft, Notary Public

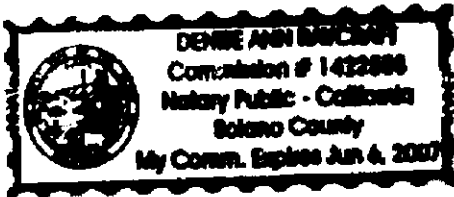
DATE

NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Rodney Williams

NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal

Denise Ann Rayercraft

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT GENERAL

NUMBER OF PAGES

- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



United States
Department of
Agriculture

Natural
Resources
Conservation
Service

430 G Street, #4164
Davis, CA 95616-4164
(530) 792-5884
FAX (530) 792-5731

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Warranty Easement Deed dated, Lucky Five Farm, by deed dated January 7, 1963; and Lucky Five Farm, a Co-Partnership, by deed dated February 26, 1963; and Lucky Five Farm, A General Partnership, to the United States of America, by and through the Commodity Credit Corporation and the Natural Resources Conservation Service, agencies of the U.S. Department of Agriculture is hereby accepted by the undersigned officer pursuant to the authority of Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837) for the Wetlands Reserve Program. The grantee consents to the recordation thereof.

Date: 5/22/06

RAYMOND C. MILLER, Contract Specialist

The Natural Resources Conservation Service,
formerly the Soil Conservation Service,
is an agency of the
United States Department of Agriculture

END OF DOCUMENT

28

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: 033-220-007, 033-220-008, 033-220-009

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-150

WE, LUCKY FIVE FARM, a co-Partnership, 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>
YBSH-150	481.09 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 LUCKY FIVE FARM, a Co-Partnership ("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

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"

YBSH-150

All that real property situated in portions of Sections 4 and 9, Township 6 North, Range 3 East, MDM, in the unincorporated area of the County of Yolo, State of California, described as follows:

All of that portion of land as described in that Grant Deed at Book 704, Page 153, recorded February 25, 1963, and that Grant Deed at Book 704, Page 488, recorded February 26, 1963, Official Records of Said County.

As shown on EXHIBIT "B" attached hereto.

Containing 481.09 acres, more or less.

KRISTOPHER KLIMA, PLS

YBSH-150 FLOWAGE EASEMENT LUCKY FIVE FARM

DRAFT

GRANT DEED
BK 704 PG 153 REC FEBRUARY 25, 1963 O.R.
BK 704 PG 488 REC FEBRUARY 26, 1963 O.R.
481 AC. +/-

033-220-007

033-220-008

033-220-009

COUNTY ROAD 152

DRAIN

TOE

CENTRAL AVE

COUNTY ROAD 104

COUNTY ROAD 107

SAC RIVER DEEP WATER CHANNEL



NO SCALE

**PORTIONS OF SECTIONS 4 & 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

04/08/2022

Yolo Bypass Big Notch Project

APN: 033-220-007

Owner: LUCKY FIVE FARM

Parcel area: 161.4 acres

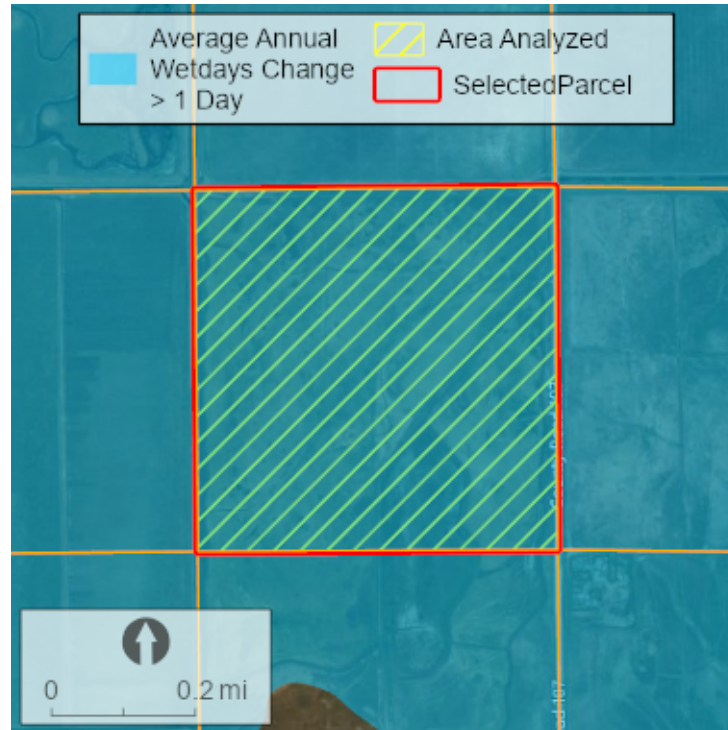
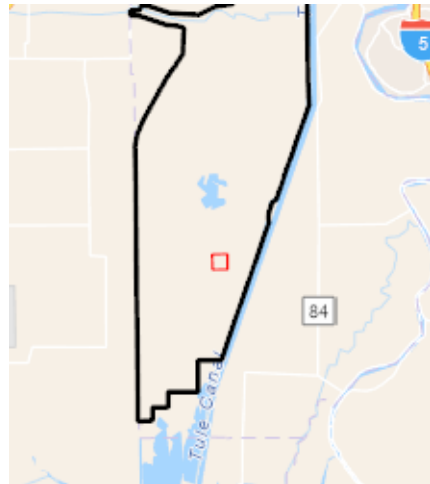
Area within YB: 161.4 acres

Annual wetted-days

Current: 24.6

Project: 32.1

Change: 7.5



Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	02-16	02-20	55	67	0.2	6.2	5.5
1998	06-09	06-09	88	94	0.1	4.9	4.8
1999	03-31	04-02	35	47	0.2	3.2	2.6
2000	03-20	03-20	33	34	0.1	5.5	5.4
2001			0	0	0.4	0.6	0.4
2002	01-13	01-16	9	13	0.5	1.4	1.5
2003	01-22	01-30	11	33	0.5	1.0	0.9
2004	03-15	03-17	25	41	0.4	4.5	3.4
2005	05-27	05-27	5	11	0.2	1.6	1.0
2006	05-08	05-08	103	117	0.1	4.9	4.6
2007			0	0	0.2	0.2	0.3
2008		02-07	0	4	0.3	0.3	0.3
2009			0	0	0.3	0.2	0.3
2010		02-03	0	10	0.6	0.3	0.7
2011	04-13	04-13	29	42	0.2	4.4	3.4
2012			0	0	0.0	0.2	0.2

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	0.2	0.2	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	2.6	1.7	1.1	2.8	95.8	91.5	1.2	3.0	0.5	1.7	0.3	0.8	0.3	0.8	0.4	0.6	1.5	1.7	
January	5.3	3.8	5.6	9.4	80.3	70.0	2.4	6.4	1.3	3.7	0.7	2.3	0.8	1.6	1.1	2.2	13.4	13.9	
February	5.6	4.8	5.6	6.8	79.0	74.8	1.4	2.9	0.5	1.8	0.7	0.9	0.6	1.0	1.5	1.9	16.3	16.8	
March	4.2	4.0	7.4	8.2	75.5	73.1	2.3	2.8	1.2	1.7	0.9	1.3	1.0	1.2	2.6	2.9	16.5	17.0	
April	4.6	4.4	3.6	3.7	87.0	86.4	1.3	1.5	0.6	0.9	0.6	0.6	0.3	0.4	1.0	1.0	9.1	9.1	
May	1.9	1.8	0.8	0.8	96.9	96.7	0.8	0.9	0.2	0.3	0.4	0.4	0.3	0.1	0.6	0.7	0.9	0.9	
June	1.5	1.5	0.4	0.4	98.4	98.3	0.5	0.5	0.3	0.3	0.1	0.1	0.3	0.3	0.4	0.4	0.1	0.2	

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Yolo Bypass Big Notch Project

APN: 033-220-008

Owner: LUCKY FIVE FARM

Parcel area: 161.5 acres

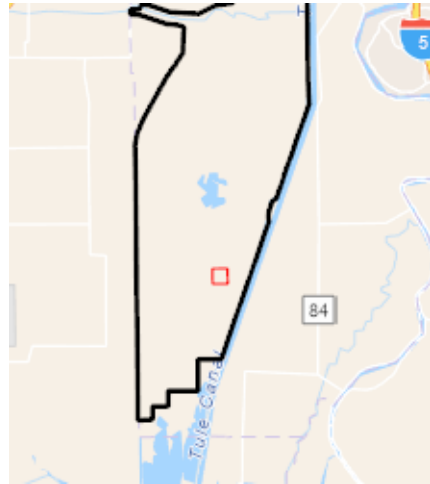
Area within YB: 161.5 acres

Annual wetted-days

Current: 24.4

Project: 31.6

Change: 7.1



Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	02-16	02-20	55	67	0.1	5.3	5.0
1998	06-09	06-09	88	93	0.1	4.3	4.2
1999	03-17	04-01	34	45	0.2	2.4	2.1
2000	03-20	03-20	33	34	0.1	4.5	4.4
2001			0	0	0.3		0.3
2002	01-13	01-16	9	13	0.5	1.3	1.3
2003	01-22	01-29	11	32	0.5	0.9	0.9
2004	03-15	03-17	24	40	0.3	3.8	3.2
2005	05-27	05-27	5	10	0.2	1.3	1.0
2006	05-08	05-08	103	116	0.1	4.2	4.0
2007			0	0			
2008		02-07	0	3	0.5	0.2	0.6
2009			0	0	0.3		0.3
2010		02-03	0	10	0.7	0.3	0.8
2011	04-13	04-13	29	42	0.2	3.7	3.3
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
December	2.4	2.0	1.1	2.7	96.6	94.3	0.7	1.2	0.5	1.1	0.4	0.8	0.3	0.7	0.4	0.7	1.2	1.3
January	4.6	3.9	5.5	9.1	81.9	76.2	2.2	3.2	1.5	2.6	1.0	2.2	0.8	1.8	1.5	2.5	11.1	11.5
February	4.7	4.2	5.6	6.8	80.3	77.1	1.5	2.3	1.0	1.8	0.8	1.3	0.7	1.1	1.9	2.2	13.9	14.2
March	3.5	3.4	7.4	8.1	78.3	76.5	1.9	2.3	1.6	1.9	1.4	1.6	1.4	1.5	2.6	2.9	12.8	13.2
April	3.7	3.6	3.6	3.6	88.0	87.5	1.3	1.6	0.9	1.1	0.7	0.8	0.6	0.6	1.3	1.3	7.1	7.1
May	1.5	1.5	0.8	0.8	97.6	97.3	0.7	0.8	0.3	0.4	0.3	0.3	0.2	0.2	0.4	0.4	0.5	0.6
June	1.3	1.3	0.4	0.4	98.7	98.7	0.4	0.4	0.2	0.2	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2

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Yolo Bypass Big Notch Project

APN: 033-220-009

Owner: LUCKY FIVE FARM

Parcel area: 160.8 acres

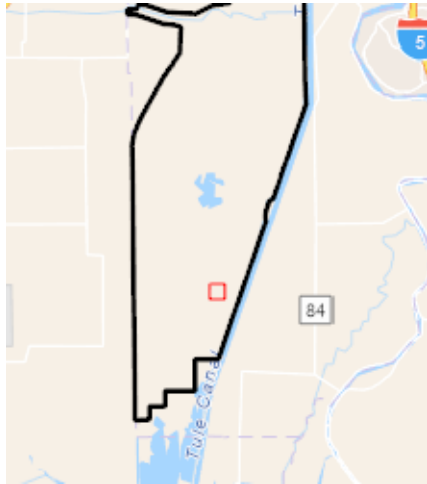
Area within YB: 160.8 acres

Annual wetted-days

Current: 22.9

Project: 27.7

Change: 4.8



Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	02-15	02-19	53	60	0.1	4.6	4.4
1998	06-08	06-08	82	85	0.1	3.6	3.6
1999	03-15	03-17	32	34	0.1	2.0	1.8
2000	03-19	03-19	32	33	0.1	3.5	3.4
2001			0	0	0.3		0.3
2002	01-12	01-15	6	12	0.4	1.1	1.2
2003	01-21	01-24	9	23	0.5	0.8	0.9
2004	03-13	03-16	22	34	0.2	3.1	2.7
2005	05-27	05-27	5	7	0.2	1.2	1.0
2006	05-07	05-07	99	108	0.1	3.5	3.3
2007			0	0			
2008			0	0	0.4	0.1	0.4
2009			0	0	0.2		0.2
2010		02-02	0	8	0.8	0.1	0.8
2011	04-12	04-12	27	39	0.1	3.0	2.7
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	2.0	1.7	1.0	1.9	97.2	95.7	0.6	0.8	0.4	0.8	0.3	0.6	0.2	0.5	0.4	0.6	0.8	0.9	0.9
January	4.2	3.6	5.1	7.8	84.5	80.0	1.5	2.4	1.1	2.1	0.9	1.8	0.9	1.6	1.8	2.4	9.4	9.6	9.6
February	3.9	3.6	5.5	6.2	82.3	79.8	1.0	1.9	1.0	1.6	1.0	1.3	1.0	1.3	2.3	2.5	11.5	11.7	11.7
March	2.8	2.8	6.8	7.3	81.0	80.0	1.7	1.8	1.6	1.7	1.5	1.6	1.5	1.7	3.1	3.3	9.6	9.8	9.8
April	3.1	3.1	3.4	3.4	89.7	89.5	1.0	1.1	0.8	0.8	0.7	0.7	0.7	0.7	1.5	1.5	5.6	5.6	5.6
May	1.4	1.4	0.8	0.8	98.2	98.2	0.4	0.4	0.3	0.3	0.2	0.2	0.2	0.2	0.3	0.3	0.3	0.3	0.3
June	1.1	1.1	0.4	0.4	99.0	99.0	0.3	0.3	0.2	0.2	0.1	0.1	0.1	0.1	0.2	0.1	0.1	0.1	0.1

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