

DEPARTMENT OF WATER RESOURCES

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



6/30/2022

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

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

Dear Messrs. Barkoski and Isola:

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

Our records indicate that the United States Fish and Wildlife Service (USFWS) holds a conservation easement on property identified as Yolo County Assessor's Parcel No. 033-220-068, also known as DWR Parcel No. YBSH-159. DWR Parcel No. YBSH-159 is owned by Michael Kleary and Gus Margarite and is within the Big Notch Project area, and 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-159 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
6/30/2022

Page 2

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

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

- (1) Forward a copy of this notice by first-class mail to each public entity that provided funds for the purchase of the easement or that imposed conditions on approval or permitting of a project that were satisfied, in whole or in part, by the creation of the conservation easement; and
- (2) Inform each public entity that it may also submit written comments, including identifying any potential conflict between the public use proposed for the property and the purposes and terms of the conservation easement, within 45 days from the date of this notice, and that any comments should be submitted to DWR at the address provided 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 by telephone directly 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.

Sincerely,

Fahmi Kassis

Fahmi H. Kassis
Associate Right of Way Agent

Attachments

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

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: 033-220-068

Project Yolo Bypass Salmonid Habitat Restoration & Fish Passage

Parcel No. YBSH-159

EASEMENT
(TO THE STATE)

WE, MICHAEL G. KLEARY AND DIANA KLEARY, Trustees of The M.G. and D. Kleary 2015 Trust u/t/a dated August 4, 2015, as to an undivided 50% interest, and **GUS MARGARITE AND GAYLE MARGARITE**, husband and wife, as to an undivided 50% interest, all as tenants in common, 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-159	44.744 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 MICHAEL G. KLEARY AND DIANA KLEARY, Trustees of The M.G. and D. Kleary 2015 Trust u/t/a dated August 4, 2015, as to an undivided 50% interest, and GUS MARGARITE AND GAYLE MARGARITE, husband and wife, as to an undivided 50% interest, all as tenants in common ("Grantee"),

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

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

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

For discussion purposes only

Executed on _____

GRANTOR(S)

STATE OF CALIFORNIA }

SS

County of _____

On _____, 20 ____ , before me, _____

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

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

WITNESS my hand and official seal

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

[SEAL]

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

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

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

Director of Water Resources

By _____

Attorney in Fact

EXHIBIT "A"

YBSH-159

All that real property situated in a portion of Section 10, 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 parcel of land described as Parcel 1 in that Grant Deed Doc-2018-0019230, recorded August 15, 2018, Official Records of Said County.

As shown on EXHIBIT "B" attached hereto.

Containing 44.744 acres, more or less.

KRISTOPHER KLIMA, PLS

DRAFT

YBSH-159

FLOWAGE EASEMENT

MICHAEL G KLEARY & DIANA KLEARY, GUS MARGARITE & GAYLE MARGARITE

CENTRAL AVE

COUNTY ROAD 155

**PARCEL 1 OF GRANT DEED:
DOC 2018-0019230
REC. AUGUST 15, 2018
44 AC. +/-**

033-220-068

HAMILTON RD.

TOE
DRAIN

SAC RIVER DEEP WATER CHANNEL

MALLARD RD.



NO SCALE

**PORTION OF SECTION 10,
T.6 N, R.3 E., M.D.M.,
COUNTY OF YOLO**

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

**YOLO BYPASS SALMONID HABITAT AND FISH RESTORATION PROGRAM
BIG NOTCH PROJECT - PHASE 3 PARCELS
FLOWAGE EASEMENT EXHIBIT "B"**

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

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF ENGINEERING - GEOMATICS BRANCH

2/01/2022

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

GRANT OF EASEMENT

GRANT OF EASEMENT, made between KENNETH E. MARTIN AND CYNTHIA MARTIN, Husband and wife, 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 SIXTY-TWO THOUSAND AND 00/100 DOLLARS (\$62,000.00), the Grantor hereby grants to the UNITED STATES OF AMERICA, Grantee, a perpetual conservation easement for the maintenance and use of the land and waters described below (hereinafter referred to as "Easement Lands" and "Easement Waters") for the management of migratory birds on the terms and conditions stated herein. There is included in this Grant of Easement a right of access by designated representatives of the U.S. Fish and Wildlife Service over any and all Easement Lands and those lands described as excluded from the Easement Lands described below, as reasonably necessary for the limited purposes of entering the Easement Lands to verify compliance by the Grantor with the terms and conditions of this easement and exercising Grantee's rights under this Grant of Easement. Said lands contain 43.99 acres, more or less, all being located in Yolo County, State of California, and more particularly described as follows:

Tract (29C):

Township Six (6) North, Range Three (3) East, M.D.B. & M.: In Section Ten (10), Parcel 2 of Parcel Map No. 3146, filed May 3, 1982 in Book 6 of Parcel Maps, page 59, Yolo County Records.

EXCEPTING THEREFROM a portion of said land all oil, gas and mineral rights in and to that property, but without any right in the grantor, his successors or assigns, to drill, or to erect structures or other improvements, or to install pipes, or to excavate upon any of the said property, except as such locations shall be approved by grantee and by the U.S. Corps of Engineers so that any such operations will not interfere with the maintenance and operation of the toe drain and/or the deep water channel to be constructed on the property, as reserved in a Grant Deed from Fridolf Anderson to Sacramento-Yolo Port District, dated December 19, 1956 and recorded December 26, 1956 in Book 502 of Official Records at page 185, Yolo County Records.

ALSO EXCEPTING THEREFROM a portion of said land and all oil, gas and other hydrocarbons in and under the above described property, as reserved in Deed from Fridolf Anderson to Daniel J. Mezzetta and Ersile D. Mezzetta, his wife, dated March 20, 1959, and recorded April 9, 1959 in Book 569 of Official Records at page 240, Yolo County Records. Assessors Parcel No. 033-220-68.

ALSO EXCEPTING THEREFROM a 0.745 acre, more or less, exclusion surveyed by the U.S. Fish and Wildlife Service as delineated on a map tracing designated RISING WINGS TRACT (29Cz-1) bearing the date of July 17, 1998, of record in the files of the Department of the Interior. A print from that map is attached hereto.

The following described tract of land is located in Yolo County, California, situate approximately 15 miles South of the city of West Sacramento, California, and being a part of the land described in the Grant Deed from Richard J. Goodell, et ux, to Kenneth E. Martin, et al, recorded in the Official Records of Yolo County, California, May 19, 1989 in Book 2026, Pages 272-273, said tract being more particularly described as follows;

All bearings and distances are based on the Lambert State Plane Coordinate System, NAD 83/91, California Zone 2; divide distances by 0.99998 for ground distances.

Township 6 North, Range 3 East, Section 10, Mount Diablo Meridian:
 BEGINNING at a U.S. Fish and Wildlife Service monument marked "150, TR29CZ-1, 1998", said monument marking the Southwest corner of this tract, and which monument bears,

South 26° 34' 52" East, 3756.00 feet,
 from the calculated Section Corner of Sections 3, 4, 9, & 10 as determined from ties per DR. 1, BK. 1, P. 45, Yolo County Records;
 thence,

North 19° 40' 13" East, 302.33 feet,
 to a U.S. Fish and Wildlife Service monument marked "153, TR29CZ-1, 1998"; Thence, South 69° 22' 56" West, 96.04 feet,
 to a U.S. Fish and Wildlife Service monument marked "152, TR29CZ-1,

1998"; Thence, continuing on the same bearing, 10.96 feet, for a total of 107.00 feet, to a point at the waters of the Sacramento River Deep Water Ship Channel Project - Toe Drain; Thence, along the waters of the Sacramento River Deep Water Ship Channel Project - Toe Drain, to a point which bears, South 19° 40' 13" West, 302.33; Thence, leaving said TOE DRAIN, North 69° 22' 56" West, 11.38 feet, to a U.S. Fish and Wildlife Service monument marked "151, TR29CZ-1, 1998"; Thence, continuing on the same bearing, 95.62 feet, for a total of 107.00 feet, to the point of BEGINNING, containing 0.745 acres, more or less.

Grantor reserves the right of access, for ingress and egress, along the toe drain on the land described above, containing 0.745 acres, more or less.

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. The Grantee acknowledges that adoption of laws or regulations that prohibit hunting of all migratory waterfowl on the property for a continuous period of thirty-six (36) months shall deprive the Grantor of the primary economic beneficial use of the fee estate in the property. Therefore, the Grantee, and its assigns, reserves the first right of refusal to acquire the remaining fee interest in the Grantor's property in the event that waterfowl hunting seasons in the State of California are stopped for a period of three consecutive years without the likelihood of reinstatement. The acquisition of these remaining rights is contingent upon Congressional, State, and County approvals where applicable, and the appropriation of sufficient funds. This right of first refusal is contingent upon the receipt of a written offer to sell this remaining interest from the individual landowner, and the value for this remaining interest will be based upon an approved fair market value appraisal.

9. 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.

10. THIS GRANT IS MADE SUBJECT TO existing rights of way, of record or in use, for roads, pipelines, ditches, canals, conduits, telephone and electrical transmission lines, on, over and across said premises; ALSO SUBJECT TO all covenants, terms and conditions, restrictions, drainage rights, agreements and permits of record or in use, and all outstanding mineral rights, including oil and gas leases of record, exceptions and reservations of record as of the date of recording herein.

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.

Kenneth E. Martin L.S.
Kenneth E. Martin

Cynthia Martin L.S.
Cynthia Martin

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.

8/25/98
Date

[Signature]
Senior Realty Officer
U.S. FISH AND WILDLIFE SERVICE

ACKNOWLEDGMENT

STATE OF California †
COUNTY OF Sacramento † SS

On 8-25-, 1998, before me, Sharon A. Wichmann personally appeared Kenneth E. Martin and Cynthia Martin, 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 Sharon A. Wichmann
Notary Public

(SEAL)

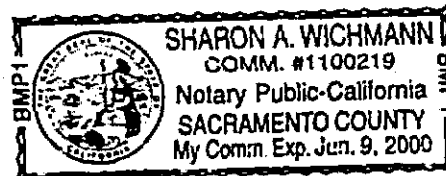


EXHIBIT 1

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 Name Common Name
Aquatic-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 (tule)	Hardstem bulrush
Scirpus robustus	Alkali bulrush
Scirpus fluviatilis	River bulrush
Carex species	Sedges
Heleocharis palustris	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
Heleochoa schoenoides	Swamp timothy
Crypsis niliaca	Prickle grass
Polygonum species	Smartweeds
Ammannia coccinea	Redstem
Paspalum distichum	Joint grass
Cynodon dactylon	Bermuda grass

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

Apropyron elongatum
Melilotus species

Tall wheatgrass
Sweetclovers

Scientific Name

Common Name

Uplands continued:

Astragalus cicer
Lotus corniculatus

Cicer milkvetch
Birdsfoot trefoil

Trees, shrubs, and vines:

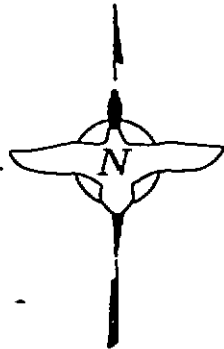
Salix gooddingii
Salix hindsiana
Populus fremontii
Alnus rhombifolia
Elaeagnus angustifolia

Black willow
Sandbar willow
Fremont cottonwood
White alder
Russian olive

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
NORTH CENTRAL VALLEY WILDLIFE MANAGEMENT AREA
RISING WINGS TRACT
(29Cz-1)

0.745 ACRES

YOLO COUNTY, CALIFORNIA

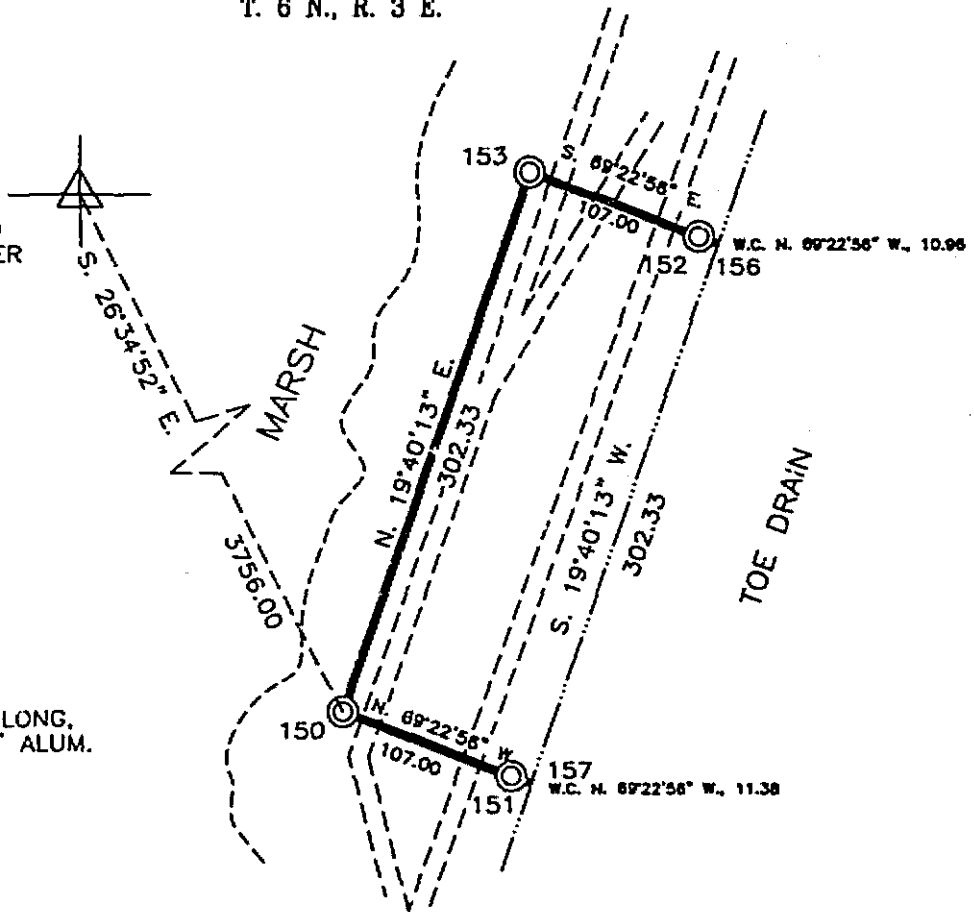


MOUNT DIABLO MERIDIAN

T. 6 N., R. 3 E.

CALIFORNIA S.P.C.S. ZONE 2
NAD 83
GRID = 0.99998

COR. SECS. 3, 4, 9 & 10
DETERMINED FROM TIES PER
DR.1, BK 1, P.45 YOLO
COUNTY RECORDS



LEGEND:

⊙ SET 5/8" REBAR, 30" LONG,
WITH U.S.F.W.S. 3 1/4" ALUM.
CAP.

— TRACT BOUNDARY

THIS MAP WAS COMPILED FROM OFFICIAL PLATS OF THE
BUREAU OF LAND MANAGEMENT, PRIVATE SURVEYS
RECORDED AND UNRECORDED, AND FIELD SURVEYS MADE
BY THE FISH AND WILDLIFE SERVICE JUNE 1998, AND
RECORDS IN THE FILES THEREOF.

JULY 17, 1998

DATE

WILLIAM C. DRUMMOND
REGIONAL LAND SURVEYOR

END OF DOCUMENT

024904 AUG 27 98

10

Yolo Bypass Big Notch Project

APN: 033-220-068_01

Owner: MICHAEL KLEARY & DIANA KLEARY, GUS MARGARITE & GAYLE MARGARITE

Parcel area: 45.1 acres

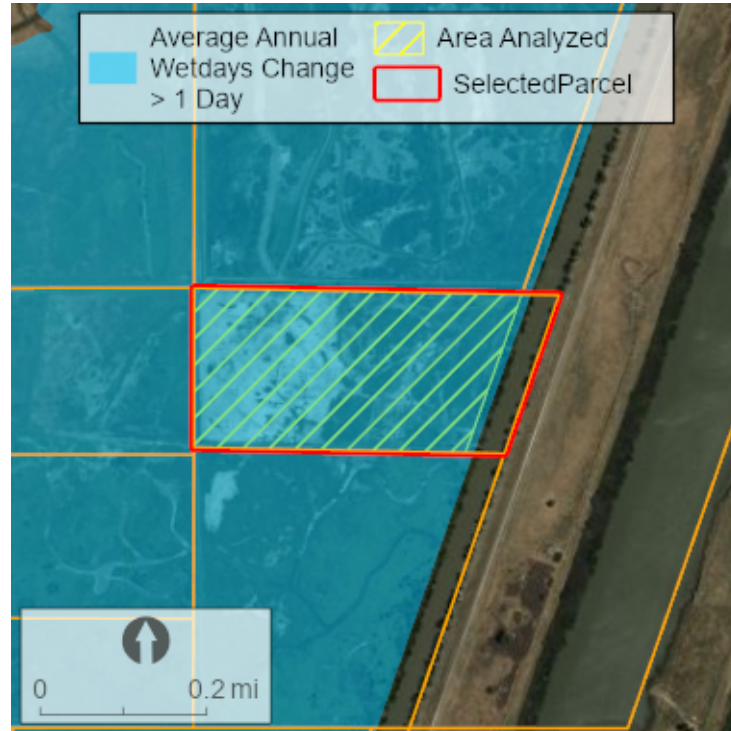
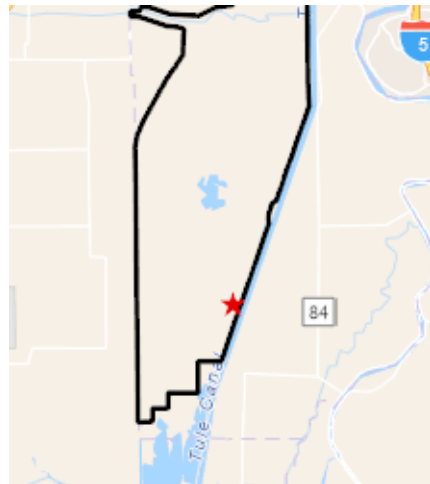
Area within YB: 40.1 acres

Annual wetted-days

Current: 163.9

Project: 167.9

Change: 4.0



Water Year	Last Day Wet ¹		Wetdays ¹		Average Depth (ft)		
	Current	Project	Current	Project	Daily Change ²	Current	Project
1997	06-30	06-30	156	159	0.3	5.1	5.0
1998	06-30	06-30	239	239	0.1	4.2	4.2
1999	06-30	06-30	193	201	0.5	2.6	2.3
2000	06-30	06-30	136	144	0.1	4.1	4.1
2001	06-27	06-27	99	99	0.5	0.2	0.6
2002	06-30	06-30	128	132	0.5	1.4	1.7
2003	06-30	06-30	175	182	0.8	1.1	1.6
2004	06-30	06-30	172	181	0.5	2.7	2.7
2005	06-30	06-30	205	207	0.5	0.9	1.2
2006	06-30	06-30	217	217	0.2	4.7	4.7
2007	06-30	06-30	128	129	0.0	0.2	0.2
2008	06-30	06-30	124	128	0.6	0.4	0.9
2009	06-30	06-30	143	141	0.4	0.2	0.5
2010	06-30	06-30	175	176	0.8	0.5	1.1
2011	06-30	06-30	197	211	0.4	2.7	2.8
2012	06-30	06-30	136	141	0.0	0.1	0.1

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	13.3	13.3	81.3	81.3	18.6	18.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
December	1.6	1.7	20.3	20.9	65.9	62.0	25.7	24.2	2.2	2.4	0.7	1.0	0.8	1.1	1.5	3.1	3.3	6.3
January	3.4	3.6	24.1	24.2	46.1	42.1	21.9	18.3	4.9	2.9	3.3	1.6	2.7	2.4	3.9	6.9	17.2	25.9
February	3.9	3.7	23.2	23.9	47.0	41.4	26.5	23.3	2.5	4.1	2.0	2.2	1.3	2.2	1.2	4.1	19.5	22.8
March	3.9	3.7	20.8	22.2	53.3	48.1	16.3	17.1	1.8	2.9	1.2	1.8	1.3	1.9	3.4	3.8	22.7	24.5
April	3.2	3.0	17.4	18.2	63.6	60.9	17.7	17.9	2.8	2.9	1.4	2.0	1.3	1.8	1.8	2.7	11.5	11.8
May	1.2	1.1	20.6	21.1	66.5	64.4	27.0	26.5	2.1	2.9	1.0	1.8	0.5	0.9	0.7	1.3	2.3	2.3
June	1.0	1.0	24.1	23.9	61.6	61.6	34.1	34.0	1.7	1.7	0.7	0.7	0.3	0.4	0.4	0.4	1.2	1.2

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