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California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

***GAVIN NEWSOM**, Governor*
CHARLTON H. BONHAM, Director

7/7/2025

Alicia Forsythe
Sites Project Authority
P.O. Box 517
Maxwell, CA 95955
aforsythe@sitesproject.org

Dear Alicia Forsythe:

Final Master Streambed Alteration Agreement
EPIMS Notification No. COL-46998-R2
Sites Reservoir Project

Attached is the final Master Streambed Alteration Agreement (Agreement) for the Sites Reservoir Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final environmental impact report prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Briana Seapy, Senior Environmental Scientist (Supervisor) at briana.seapy@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Morgan Kilgour
C3A86764C0AD4F6...

Morgan Kilgour
Regional Manager

ec: Alyssa Obester, Senior Environmental Scientist (Specialist)
alyssa.obester@wildlife.ca.gov
Briana Seapy, Senior Environmental Scientist Supervisor
briana.seapy@wildlife.ca.gov

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Dylan Wood, Senior Environmental Scientist Supervisor
dylan.wood@wildlife.ca.gov
California Department of Fish and Wildlife

John Spranza, Senior Aquatic Ecologist
john.spranza@hdrinc.com
HDR, Inc.

Concurrence

Edit Form

I am the applicant, or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all provisions contained herein.

I am the applicant or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all the provisions contained herein.

Final Agreement Effective Date:	07/09/2025
Permittee Electronic Signature:	Alicia Forsythe First and Last Name
Date Signed:	07/07/2025

Department of Fish and Wildlife

CDFW Electronic Signature :	Jennifer Garcia
CDFW Representative Title:	Environmental Program Manager
Date Signed:	07/09/2025
Acting for:	Yes
Acting for the listed CDFW Representative:	Morgan Kilgour First and Last Name

Last Edited By: Zach Kearns - Jul 9, 2025 5:48 PM

Edit Form

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670

MASTER LAKE AND STREAMBED ALTERATION AGREEMENT
EPIMS NOTIFICATION NO. COL-46998-R2
SITES RESERVOIR, FUNKS RESERVOIR, STONE CORRAL CREEK, FUNKS CREEK, ANTELOPE CREEK, GRAPEVINE CREEK, UNNAMED STREAMS, AND ASSOCIATED WETLANDS IN PORTIONS OF COLUSA, GLENN, TEHAMA, AND YOLO COUNTIES

SITES PROJECT AUTHORITY
SITES RESERVOIR PROJECT

This Master Lake and Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Sites Project Authority (Permittee), represented by Alicia Forsythe.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 29, 2023, that Permittee intends to complete the Sites Reservoir Project (Project) described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with this Agreement.

PURPOSE

The purpose of this Agreement is to authorize the Permittee and its employees, agents, or contractors and their subcontractors to conduct work within the Project footprint identified below and described in any subnotification that Permittee submits to CDFW in accordance with Fish and Game Code section 1600 *et. seq.,* where applicable, and in compliance with the terms and measures of this Agreement. Alicia Forsythe, acting as Permittee's agent, will be conducting the Project Activities.

PROJECT LOCATION

The Project generally includes the inundation area of Antelope Valley (between 12,600 and 13,200 acres) located in Glenn and Colusa counties, approximately 10 miles west of the town of Maxwell, and construction of Project components located in Tehama, Glenn, Colusa, and Yolo counties. The Project location is depicted in **Exhibit A**.

PROJECT DESCRIPTION

The Project includes the construction of a 1.5 million acre-feet off-stream reservoir (Sites Reservoir) and associated infrastructure. The following is a bulleted summary of reservoir and associated infrastructure construction.

- Construction of new facilities and improvements allowing the diversion of water from the Sacramento River at the existing Red Bluff Pumping Plant into the existing Tehama-Colusa Canal and at the existing Hamilton City Pump Station into the existing Glenn-Colusa Irrigation District (GCID) Main Canal, including addition of new pumps at the Red Bluff Pumping Plant and a new head gate structure on the GCID Main Canal as well as potential upgrades to the GCID Main Canal itself, including several existing syphons.

- Modification of the existing Funks Reservoir and construction of the new Terminal Regulating Reservoir (TRR), associated pipelines, pumping generating plants (PGP), switchyards, and administration and maintenance buildings to control the conveyance of water between Sites Reservoir, Tehama-Colusa Canal, and GCID Main Canal.

- Construction of an administration and operations building and a maintenance and storage building along the existing gravel access road to the Funks PGP.

- Construction of two (2) main dams (Golden Gate Dam on Funks Creek and the Sites Dam on Stone Corral Creek) and a series of saddle dams along the eastern and northern rims of the Sites Reservoir to close off topographic saddles in the surrounding ridges.

- Construction of the Inlet/Outlet (I/O) Works for the reservoir south of the Golden Gate Dam in Sites Reservoir, including a low-level intake, multi-level I/O tower, and two (2) I/O tunnels.

- Construction of the new approximately 4-mile long Dunnigan Pipeline to convey Sites Project water released into the Tehama-Colusa Canal into the Colusa Basin Drain (CBD) approximately 40 miles south of the reservoir.

- Development of two primary recreation areas, a day-use boat ramp, and a network of new roads and upgrades to existing roads for maintenance and local access.

- Construction/modification of approximately 46 miles of new paved and unpaved roads to provide construction and maintenance access to the proposed facilities, as well as public access to the proposed recreation areas.

- Surface geologic investigations, surface geophysical investigations, and subsurface geotechnical investigations to advance the design of the proposed facilities.

PROJECT ACTIVITIES SUBJECT TO THIS AGREEMENT

As used herein, "Project Activity" means any of the following activities described in Fish and Game Code section 1602 authorized in accordance with the Agreement: 1) an activity that will substantially divert or obstruct the natural flow of any river, stream, or lake; 2) an activity that will substantially change the bed, channel, or bank of any river, stream or lake; 3) the use of any material form the bed, channel, or bank of any river, stream, or lake; or 4) depositing of disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream or lake. "Subnotification Project Activities" as used herein refer to Project Activities included in any subnotification.

The bulleted list below summarizes anticipated Project Activities[1] analyzed in the 2023 final environmental impact report for the Project. **Exhibit B** shows preliminary plans for the Project.

- **Geotechnical Investigations:** Surface geologic investigations, surface geophysical investigations, and subsurface geotechnical investigations to advance the design of the proposed facilities that will be implemented prior to construction. Three (3) types of studies and their associated activities may affect lake or stream resources: surface geologic, surface geophysical, and subsurface geotechnical investigations.

- **Road Construction, Maintenance, and Improvements:** The Project area contains numerous roads of various widths and conditions. Road construction and improvements would be necessary to provide local access during construction, construction access for construction equipment/materials transport, and maintenance access. Several existing paved county roads would provide vehicle access through the Project area. The majority of the unimproved roads are used for ranching operations. Some of the existing county roads within the Project area would be relocated around Sites Reservoir or upgraded. Many of the unimproved roads would be permanently upgraded and used initially for construction and later for operations and maintenance of the Project. These roads would also provide access for construction and maintenance of pipelines,

[1] Maintenance activities and operations, performed by Glenn-Colusa Irrigation District and Tehama-Colusa Canal Authority at their respective facilities, that are *not* associated with Sites Reservoir Project Activities are not covered by this Agreement.

electrical transmission lines, and other facilities. Road construction would entail making road cuts and fills; hauling away excess cut materials; constructing culverts; laying aggregate road base and asphalt; erecting fences, guardrails, and signs; installing roadway striping and reflectors; restoring temporary disturbance areas; and cleaning up the work sites.

- **Bridge Construction, Maintenance, and Improvements:** The construction access routes involve roadways with structures (bridges) over irrigation canals and channels that will need to be evaluated for their ability to support construction transport loads. Some of the existing structures may need to be widened, strengthened, or replaced depending on their structural condition and load rating capacity. New embankments and bridges will be built to create the Sites Lodoga Road reservoir crossing. Based on current knowledge of the site's subsurface materials from initial geotechnical considerations to date, the bridge columns are planned to be supported on caps founded on a cluster of drilled cast-in-place piers. The use of larger diameter cast-in-place drilled hole piers is assumed due to the hard pile driving anticipated at the Project site. Other pile types, such as the use of driven steel pipe piles, as well as driven conventional concrete piles will also be considered. Each foundation type will be evaluated for their appropriateness during further project development following subsurface geotechnical investigations and material testing. Bridge construction may require the construction of wingwalls, rock slope protection, or other protection measures.

- **Culvert Crossings:** Concrete box culverts, corrugated metal pipe (CMP), and reinforced concrete pipe (RCP) culverts would be placed or replaced as needed where new and existing roads cross stream channels and wetland swales. Typical culverts would consist of CMP or RCP pipe sized to accommodate anticipated flows, with concrete aprons, or ungrouted rock energy dissipaters to protect against scour. Some pipe and box culverts may include concrete headwalls and wingwalls at the inlets and/or outlets to prevent erosion of the drainage structure embankment.

- **Dams, Dikes, and other Diversions**: Water would be impounded by two (2) main dams, Golden Gate Dam and Sites Dam, seven (7) saddle dams and two (2) dikes consisting of a combination of earth and rockfill embankment zones with a central impervious core, exterior upstream rockfill shell, and downstream earthen shell. The impoundment structures would need to be constructed on recent and older alluvium found below the ground surface. To obtain the foundation surface, the upper layers of decomposed, intensely weathered, and moderately weathered bedrock within the impoundment footprints would be removed, stockpiled, and used later in the dam embankments. Groundwater removed from the excavations would be treated in an onsite water treatment facility before being discharged. Construction of the Golden Gate Dam and Sites Dam would require cofferdams and diversion pipelines on Funks Creek and Stone Corral Creek to allow embankment construction in dry conditions and

maintain downstream creek flows. The cofferdams would be left in place and integrated into the dam embankments.

- **Borrow Areas and Quarries:** It is anticipated that all earth and rockfill for the reservoir facilities (approximately 80% of materials required) would come from onsite sources, including excavation areas within the Sites Reservoir area or just outside Antelope Valley and all aggregate for dam construction (approximately 20% of material required) would be obtained from offsite commercial sources.
    - Core materials (Zone 1) would be composed of low- to medium-plasticity clays, with lesser amounts of high-plasticity clays and clayey sands. The impervious material would be obtained from designated Zone 1 borrow areas on the floor of the reservoir upstream of the dams. Very little processing other than normal disking and moisture conditioning would be required to obtain this material.
    - Zone 2 filter, drain, and transition materials meeting compatibility and permeability requirements would need to be imported from off-site sand and gravel sources.
    - Zone 3 impoundment shell material would consist of processed clean rockfill with a maximum rock size of 30 inches. The shell material would be obtained from fresh Venado Sandstone of the Cortina Formation from one or more quarries developed in the eastern ridge of the reservoir near the dam sites. Suitable materials can also come from mandatory facility excavations, including the dam foundation excavation. Zone 3 quarry operations would require drilling and blasting with selective mining to remove mudstones, weathered sandstone, and other unsuitable materials.
    - Zone 4 random material would be composed of material unsuitable for use as clean rockfill. This material would consist of weathered sandstone, mudstone, and slopewash obtained from excavation of the dam foundations, appurtenant structures, and the Zone 3 rockfill quarries. Processing would typically not be required, except to remove oversize material.
    - Haul roads from the borrow sites to the dam sites would generally be less than one (1) mile in length. Impacts from borrow acquisition and haul routes are considered permanent.
- **Land Clearing, Grubbing, and Topsoil Preservation:** Clearing and grubbing would be required in the inundation area footprint and for most built facilities (i.e., dam facilities, I/O Works, Funks Reservoir facilities, TRR facilities, and Dunnigan Pipeline) and would entail removing and disposing of woody vegetation. This work is estimated to occur over three (3) years. Materials cleared and grubbed would be composted, reused, placed in the reservoir inundation area to provide future fish habitat, or recycled to the extent possible.

- **Temporary Cofferdams:** Temporary cofferdams would be constructed in Funks Creek, Stone Corral Creek and Funks Reservoir. The cofferdam constructed in Funks Reservoir would allow construction of the TRR pipelines across the northern portion of Funks Reservoir. Suitable materials for the temporary cofferdams are proposed to come from both the dredging and other areas of excavation. Cofferdams constructed in Funks Creek and Stone Corral Creek would be constructed of material derived from the excavation of the dam foundations and used to divert creek flows around the dam construction areas and discharge them downstream.

- **Building and Facility Construction, and Maintenance:** Lake and stream resources within the footprints of the pump stations, electrical substations, power generation plants, and TRR would be directly impacted by facility embankments, parking areas, and access roads.

- **Pipeline Construction (open cut and trenchless stream crossings):** Pipeline construction would include clearing and grubbing; constructing temporary access roads and staging areas; constructing a dewatering system near Funks Reservoir and potentially along Funks Creek so that installation of the pipelines can be done in the dry; stringing pipe, excavating trenches, launch pits, and receiving pits, laying pipe, welding, backfilling trenches and pits, restoring surfaces, utilizing native material to make controlled low-strength materials for pipe trench backfill; installing appurtenances, and testing the pipeline.

    - Open Cut Pipeline Construction: Open-cut construction methods will be used in areas where space and environmental resource issues will not be a limitation. Open-cut pipeline excavation will result in a trench depth ranging from eight (8) to 25 feet deep, followed by pipe placement and installation of structural backfill. During open cut pipeline construction, most of the native soil beneath the stream will be removed and replaced with structural backfill. The top 12 inches of material from the creek/drainage bed, banks, and upland areas will be stockpiled and returned to their respective locations, graded to pre-construction contours, and revegetated (if vegetation was removed).

    - Trenchless Pipeline Construction (microtunneling): Where necessary to avoid impacts to existing drainages or infrastructure, microtunneling would be used. Microtunneling is a remote-controlled trenchless pipe-jacking technique that provides continuous support to the excavation face and the ability to control the excavation face by applying mechanical and fluid pressure to counterbalance the earth and the naturally occurring hydrostatic pressure. The method uses a microtunnel boring machine (MTBM) that bores under the feature using an articulated shield and rotating cutting head lubricated with a bentonite and water slurry mixture applied at the cutting head/earth interface. The slurry is mixed with the spoil material and pumped back out of the tunnel as the MTBM moves forward. MTBMs are laser guided and steerable from a surface control station. Microtunneling is typically completed from a watertight

launching (or jacking) shaft that can be constructed in the wet and sealed with a bottom plug. This minimizes the total amount of water removed during installation of the pipeline to the volume of the shaft plus leakage and incidental water. The MTBM benefits by operating from a sealed shaft because dewatering may "steal" the slurry water from a MTBM, causing the machine to fail. The Dunnigan pipeline crossings of I-5 and Road 99W would be 300 and 250 feet long, respectively. Both tunneled crossings would require 12 five (5)-feet-diameter casings.

- **Intake Facilities**: New intake facilities would be required to move water from the TC Canal into the Dunnigan Pipeline and in and out of the GCID Main Canal into the TRR. The TC Canal intake site would encompass approximately 0.5 acre and be accessed from the existing TC Canal access road (Appendix A1, Figure DP-2a). The intake would be a concrete structure sized for a flow of 1,000 cubic feet per second that supports the control gates and associated gate operators. The TRR intake/outlet would be a gate structure built into the west bank of GCID Main Canal.

- **Discharge Structures:** A discharge structure with an energy dissipation facility would be required at the downstream end of the Dunnigan pipeline prior to discharging the water into the CBD. Two (2) 60-inch-diameter, fixed-cone valves would be placed at the discharge stilling basin to dissipate energy and adjust the flow. Hoods on the fixed-cones valves would control spray. The conveyance through the Dunnigan Pipeline to the CBD would use gravity (i.e., no pump station). A discharge structure with isolation valve and energy dissipating valve would be constructed on Funks Creek just downstream of the Golden Gate Dam. The structure would be concrete with riprap scour protection.

- **Electrical Transmission Lines:** Construction would include clearing and grubbing the easement area for the inner connection line, forming and pouring tower foundations, erecting towers, installing conductors between the inner connection point and Funks/TRR substations, and energizing and testing lines. The anticipated construction time to complete the transmission lines is approximately 18 months.

- **Terminal Regulating Reservoir Construction:** The TRR would be constructed primarily via mass excavation. The TRR would be connected hydraulically to the existing GCID Main Canal via an inlet/outlet facility constructed on the bank of the canal. The TRR would have power generation plants and pipelines that connect to the Sites Reservoir outlet.

- **Funks Reservoir Excavation and Reshaping:** The existing Funks Reservoir is a regulating reservoir on the TC Canal. The reservoir will be used as a source of water to pump to and receive discharged water from Sites Reservoir. Based on review of bathymetry data collected in September 2020, pre-construction topography from Reclamation, and aerial photos, sediment has deposited in the

reservoir predominately on the eastern side, which has reduced the total storage. Funks Reservoir modifications will predominantly involve excavations by dredging in over-water areas or conventional earthmoving when the reservoir pool is lowered to restore the original capacity. Approximately 740,000 cubic yards of materials will be excavated by hydraulic dredging and conventional excavation from Funk Reservoir. These materials will be placed in stockpile areas for dewatering and will be used as fill elsewhere in the Project area. Improvements to Funks would also include reshaping the shoreline of the reservoir to accommodate the Funks PGP (expected to be located on the western shore), performing excavation to construct the PGP approach channel, constructing a cofferdam in support of the TRR pipeline construction, and excavating and filling to place the TRR pipelines across the north side of the reservoir.

- **Groundwater Dewatering:** Review of the limited geotechnical information performed near the dams indicate that groundwater is present at the main and saddle dam sites, and dewatering would be required during excavations. For Golden Gate Dam, the groundwater is approximately 13 feet to 25 feet below ground surface (bgs) along the dam channel area, and about 40 feet to 75 feet bgs along the dam abutments. For Sites Dam, the groundwater is approximately 10 feet to 20 feet bgs along the dam channel area; and for the most part, reflects the groundwater elevation associated with the creek channel. The depth to water at the abutments averaged about 80 feet bgs. For the saddle dams, the groundwater depth is shallow (less than 10 feet bgs) along the channel areas, and varies between 20 feet to 90 feet bgs along the abutments. Groundwater dewatering would also occur within conveyance pipeline and delivery pipeline trenches where groundwater is encountered. Pipeline installation would be completed after dewatering. Groundwater removed from the excavations would be treated in an onsite water treatment facility before being discharged.

PROJECT IMPACTS

The Measures to Protect Fish and Wildlife Resources (Protective Measures) contained in this Agreement are intended to avoid, minimize, and mitigate adverse impacts to fish and wildlife resources from Project Activities. Existing fish or wildlife resources the Project Activities could substantially adversely affect include: the fish and wildlife species presented in Table 1; the plant species presented in Table 2**;** and these species respective habitat types, as well other as other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants (including potential sensitive natural communities) that compose the local ecosystem.

TABLE 1. WILDLIFE POTENTIALLY ADVERSELY AFFECTED BY THE PROJECT.

Common Name	Genus and Species	FESA[2] Status	CESA[3] Status	CDFW Status[4]
American badger	*Taxidea taxus*	-	-	SSC
Antioch Dunes anthicid beetle	*Anthicus antiochensis*	-	-	-
Bald eagle (BAEA)	*Haliaeetus leucocephalus*	-	Endangered	-
Bank swallow	*Riparia riparia*	-	Threatened	-
Blennosperma vernal pool andrenid bee	*Andrena blennospermatis*	-	-	-
Burrowing owl (BUOW)	*Athene cunicularia*	-	Candidate	SSC
California roach	*Hesperoleucus symmetricus*	-	-	SSC
California tiger salamander	*Ambystoma californiense*	Threatened	Threatened	-
Conservancy Fairy Shrimp	*Branchinecta conservatio*	Endangered	-	-
Crotch's bumble bee (CBB)	*Bombus crotchii*	-	Candidate	-
Foothill yellow-legged frog (northwest/North Coast clade)	*Rana boylii*	-	-	SSC
Giant gartersnake (GGS)	*Thamnophis gigas*	Threatened	Threatened	-
Golden eagle (GOEA)	*Aquila chrysaetos*	-	-	FP
hoary bat	*Lasiurus cinereus*	-	-	-
Least Bell's vireo	*Vireo bellii pusillus*	Endangered	Endangered	-
long-eared myotis	*Myotis evotis*	-	-	-
Monarch butterfly	*Danaus plexippus*	Candidate	-	-
Mountain plover	*Charadrius montanus*	-	-	SSC
Northern harrier	*Circus hudsonius*	-	-	SSC
Northern spotted owl	*Strix occidentalis caurina*	Threatened	Threatened	
Pallid bat	*Antrozous pallidus*	-	-	SSC
Ringtail	*Bassariscus astutus*	-	-	FP

[2] FESA = Federal Endangered Species Act
[3] CESA = California Endangered Species Act
[4] CDFW Status refers to either a California Species of Special Concern (SCC) or a Fully Protected Species (FP)

Sacramento anthicid beetle	*Anthicus sacramento*	-	-	-
Sacramento hitch	*Lavinia exilicauda*	-	-	-
Sacramento blackfish	*Orthodon microlepidotus*	-	-	-
Sacramento pikeminnow	*Ptychocheilus grandis*	-	-	-
Sacramento sucker	*Catostomus occidentalis*	-	-	-
San Joaquin pocket mouse	*Perognathus inornatus*	-	-	-
Sculpin	*Cottus sp.*	-	-	-
silver-haired bat	*Lasionycteris noctivagans*	-	-	-
Song sparrow (Modesto population)	*Melospiza melodia mailliardi*	-	-	SSC
Swainson's hawk (SWHA)	*Buteo swainsoni*	-	Endangered	
Townsend's big-eared bat	*Corynorhinus townsendii*	-	-	SSC
Tricolored blackbird (TRBL)	*Agelaius tricolor*	-	Threatened	-
Valley elderberry longhorn beetle	*Desmocerus californicus dimorphus*	Threatened	-	-
Vernal pool fairy shrimp	*Branchinecta lynchi*	Threatened	-	-
Vernal pool tadpole shrimp	*Lepidurus packardi*	Endangered	-	-
Western mastiff bat	*Eumops perotis californicus*	-	-	SSC
Western pond turtle (WPT)	*Actinemys marmorata*	-	-	SSC
Western red bat	*Lasiurus blossevillii*	-	-	SSC
Western spadefoot (WS)	*Spea hammondii*	-	-	SSC
Western yellow-billed cuckoo	*Coccyzus americanus occidentalis*	Threatened	Endangered	
White-tailed kite (WTKI)	*Elanus leucurus*	-	-	FP
Wilbur Springs minute moss beetle	*Ochthebius recticulus*	-	-	-
Yellow warbler	*Setophaga petechia brewsteri*	-	-	SSC
Yellow-breasted chat	*Icteria virens*	-	-	SSC

TABLE 2. PLANT SPECIES POTENTIALLY ADVERSELY AFFECTED BY THE PROJECT.

Common Name	Genus and Species	FESA Status	NPPA[5]/CESA Status	California Rare Plant Rank[6]
adobe-lily	*Fritillaria pluriflora*	-	-	1B.2
Ahart's dwarf rush	*Juncus leiospermus var. ahartii*	-	-	1B.2
Ahart's paronychia	*Paronychia ahartii*	-	-	1B.1
Baker's navarretia	*Navarretia leucocephala ssp. Bakeri*	-	-	1B.1
bent-flowered fiddleneck	*Amsinckia lunaris*	-	-	1B.2
Bolander's horkelia	*Horkelia bolanderi*	-	-	1B.2
brittlescale	*Atriplex depressa*	-	-	1B.2
California alkali grass	*Puccinellia simplex*	-	-	1B.2
caper-fruited tropidocarpum	*Tropidocarpum capparideum*	-	-	1B.1
Colusa grass	*Neostapfia colusana*	Threatened	Endangered	1B.1
Colusa layia	*Layia septentrionalis*	-	-	1B.2
Coulter's goldfields	*Lasthenia glabrata ssp. Coulteri*	-	-	1B.2
deep-scarred cryptantha	*Cryptantha excavata*	-	-	1B.2
diamond-petaled California poppy	*Eschscholzia rhombipetala*	-	-	1B.2
dimorphic snapdragon	*Antirrhinum subcordatum*	-	-	4.3
dwarf downigia	*Downingia pusill*	-	-	2B.2
Ferris' milk-vetch	*Astragalus tener var. ferrisiae*	-	-	1B.1
Greene's tuctoria	*Tuctoria greenei*	Endangered	Rare	1B.1
hairy Orcutt grass	*Orcuttia pilosa*	Endangered	Endangered	1B.1
heartscale	*Atriplex cordulata var. cordulata*	-	-	1B.2

[5] NPPA = Native Plant Protection Act
[6] California Rare Plant Rank: 1B: Rare, threatened, or endangered in California and elsewhere. 2B: Rare, threatened, or endangered in California, but more common elsewhere. 4: Plants of limited distribution. 0.1: Seriously endangered in California, 0.2: Fairly endangered in California, 0.3: not very endangered in California.

Heckard's pepper-grass	*Lepidium latipes var. heckardii*	-	-	1B.2
Hoover's spurge	*Euphorbia hooveri*	Threatened	-	1B.2
Keck's checkerbloom	*Sidalcea keckii*	Endangered	-	1B.1
legenere	*Legenere limosa*	-	-	1B.1
palmate-bracted bird's-beak	*Chloropyron palmatum*	Endangered	Endangered	1B.1
pink creamsacs	*Castilleja rubicundula var. rubicundula*	-	-	1B.2
Red Bluff dwarf rush	*Juncus leiospermus var. leiospermus*	-	-	1B.1
red-flowered bird's-foot trefoil	*Acmispon rubriflorus*	-	-	1B.1
San Joaquin spearscale	*Extriplex joaquinana*	-	-	1B.2
shining navarretia	*Navarretia nigelliformis ssp. Radians*	-	-	1B.2
silky cryptantha	*Cryptantha crinita*	-	-	1B.2
slender Orcutt grass	*orcuttia tenuis*	-	-	1B.1
vernal pool smallscale	*Atriplex persistens*	-	-	1B.2
water star-grass	*Heteranthera dubia*	-	-	2B.2
woolly rose-mallow	*Hibiscus lasiocarpos var. occidentalis*	-	-	1B.2

The adverse effects Project Activities could have on the fish or wildlife resources identified above include: loss of natural bed or bank; relocation of stream channel or lake; change in contour of bed, channel or bank; change in gradient of bed, channel or bank; change in channel cross-section (confinement or widening); change in composition of channel materials (large woody debris or substrate particle size); soil compaction or other disturbance to soil layer; restriction or increase in sediment transport; debris transport impedance (from culverts and bridges); short-term release of contaminants (e.g., incidental from construction); decline of vegetative diversity; loss or decline of instream channel habitat; loss or decline of instream woody material; change to, or loss or decline of natural bed substrate; direct take of fish and other aquatic species; construction pits and trenches that can capture terrestrial organisms; disruption to nesting birds and other wildlife; direct take of terrestrial species; disturbance from project activity; loss or decline of aquatic species' habitat: migration corridors, spawning or rearing areas; loss or impediment of terrestrial animal species travel routes due to permanent structures; loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, and erosion protection materials); change in stream flow (Q); diversion of water from, or around, activity sites; dewatering; rewatering; impoundment above intake; change in flow depth, width, or velocity; flow

deflection; change in percolation; change in water quality; change in channel form (e.g., loss of pools or riffles); direct take of aquatic species from pumps; impediment to migration of aquatic and terrestrial species; and direct loss of resources for aquatic organisms. Trimming and removal of trees with a diameter breast height (DBH) of four (4) inches or more as well as forb and shrubby vegetation in the stream and wetland areas may also occur and information on removal will be provided within each subnotification submitted under this Agreement.

Estimated impacts are identified in Table 3 below and will be refined in subnotifications submitted by Permittee.

TABLE 3. ESTIMATED PERMANENT AND TEMPORARY IMPACTS BY HABITAT TYPE ASSOCIATED WITH THE PROJECT [7].

Habitat Type	Permanent Impact (Acres)	Temporary Impact (Acres)
Canal/Ditch	4.18	0.81
Ephemeral Stream	22.32	0.39
Forested Wetland	2.97	0.3
Freshwater Marsh	42.72	6.29
Intermittent Stream	199.4	1.72
Managed Wetland	--	0.69
Pond	39.01	1.45
Reservoir	1.35	220.94
Scrub-Shrub Wetland	6.11	0.34
Seasonal Wetland	290.72	3.84
Riparian	49.11	1.77
Grand Total	**747.63**	**238.81**

NOTIFICATION AND APPROVAL PROCEDURES

1. Subnotification

Any Project Activity shall not begin until Permittee has submitted a subnotification to CDFW and CDFW has approved the subnotification, both in accordance with the procedures specified below.

[7] -- = null value (zero); acres subject to adjustment via field verification. Land cover was mapped via aerial interpretation using desktop imagery and subject to field verification. Indirect and direct permanent impacts have been aggregated for the purposes of this document. Temporary impacts are defined as impacts lasting less than one year in time that will be restored to pre-project conditions.

1.1 Project Activity Consistency with Agreement.

1.1.1 California Environmental Quality Act (CEQA) Compliance: For all Project Activities within a subnotification, Permittee shall demonstrate that any potential impacts have been analyzed pursuant to CEQA (Pub. Resources Code, § 21000 et seq.) in accordance with the environmental impact report (SCH# 2001112009) certified by the Sites Project Authority (EIR). If the results of focused or pre-commencement surveys indicate that additional impacts may result from a Project Activity that were not analyzed in the EIR, the Permittee may need to comply with CEQA before CDFW may approve the subnotification.

1.1.2 Subnotification Process: Project Activity subject to Fish and Game Code section 1602 shall not begin until Permittee has obtained written approval of the Subnotification from CDFW. Before beginning any Project Activity within Subnotification Project Area(s), Permittee shall submit a Subnotification Form (**Exhibit C**) and the appropriate fees (see Fees Section) to CDFW at least 60 business days and no more than six (6) months prior to the proposed start of the Project Activity.

1.1.2.1 Subnotification Review and Approval. CDFW will review and respond to the subnotification submittal for completeness and for consistency with this Agreement within 30 calendar days of receipt. If CDFW confirms that the Subnotification is complete and consistent with this Agreement, CDFW will provide Permittee with written approval of the subnotification within 60 calendar days of the submittal of the complete subnotification. Upon receipt of the written approval from CDFW, Permittee may begin the Subnotification Project Activity subject to Fish and Game Code section 1602 under this Agreement as described in the subnotification, provided Permittee has fulfilled all applicable pre-activity reporting requirements of this Agreement and obtained all other necessary authorizations for the work. CDFW, in consultation with Permittee, may include new measures in subnotification approvals that are not specified in this Agreement. Should CDFW not meet the above approval schedule, Permittee may initiate the work described in the subnotification five (5) business days after notifying CDFW of such.

1.1.2.2 Subnotification Incomplete. If additional information is required and CDFW determines the subnotification is incomplete, CDFW shall notify Permittee within 30 calendar days of receipt, in writing, to describe the reason the subnotification is incomplete and the actions necessary, or additional information required, to address deficiencies or inconsistencies in the subnotification. Permittee may resubmit the subnotification to CDFW to correct information

deficiencies. A subnotification will be deemed complete if CDFW does not respond to Permittee within 30 calendar days of resubmission.

1.1.2.3 Subnotification Denial. If CDFW determines the subnotification is not consistent with this Agreement, because the activities described in the subnotification, or the impacts as described, are not included in the scope of this Agreement, CDFW will notify Permittee in writing that the subnotification is denied. To address the denial, Permittee may submit a request to amend the Agreement. If the amendment can be authorized, Permittee shall obtain the amendment to this Agreement, prior to CDFW approval of the subnotification. An amendment to this Agreement may require changes to the Protective Measures including but not limited to compensatory mitigation requirements. Alternatively, if an amendment to this Agreement cannot be granted, Permittee may submit a standard notification in accordance with Fish and Game Code section 1602 and obtain a separate lake or streambed alteration agreement for the desired activities that are not covered under this Agreement.

1.1.2.4 Project Activity Changes and Subnotification Amendment. Permittee agrees to notify CDFW of any modifications made to a Subnotification Project Activity if the modification impacts CDFW jurisdictional areas. Permittee shall submit a subnotification amendment identifying all changes to the Subnotification Project Activity and an associated amendment fee (see Fees section). Permittee shall provide the amendment for Subnotification Project Activity changes to CDFW as early as possible. CDFW shall process the subnotification amendment consistent with Measure 1.1.2.1, reviewing for completeness and consistency within 30 calendar days of receipt and providing written approval within 60 calendar days of receiving a complete and consistent subnotification amendment.

1.1.2.5 Subnotification Frequency. Each subnotification shall cover two (2) calendar years of Project Activities, unless otherwise agreed to with CDFW in writing.

1.1.2.6 Subnotification Content: Permittee shall submit a complete Subnotification Form (**Exhibit C**) for all activities within a proposed Subnotification Project Area, with all requested enclosures, to completely describe the Project Activities, including Work Areas, (discrete active construction areas within the broader Subnotification Project Area), methods, materials, impacts, and mitigation, and to verify consistency with this Agreement. The

subnotification package shall include:

1.1.2.6.1 Documentation of the location and acreage of each habitat feature within each Work Area of the Subnotification Project Area on a map or plan sheet(s), area(s) of permanent and/or temporary impacts that may result from the Project Activities within or adjacent to each Work Area, as well as calculations of the types and amounts of compensatory mitigation required as a result of Project Activities.

1.1.2.6.2 Geographic Information Systems (GIS) shapefiles associated with each Work Area identified within the Subnotification Project Area map.

1.1.2.6.3 A habitat assessment of the Work Area(s) identified within the Subnotification Project Area and adjacent areas that may be impacted by Project Activities, including upstream and downstream corridors. The habitat assessment shall classify and quantify habitats present and describe whether habitat elements for biological resources are present in and near the Work Area(s) identified within the Subnotification Project Areas.

1.1.2.6.4 A biological report assessing each Work Area of the Subnotification Project Area and describing the methodology used to conduct species-specific surveys. Permittee shall also indicate which (if any) of the special status species identified in Table 1 and Table 2, their supporting habitat, or sensitive natural communities have the potential to occur within or near each Work Area of the Subnotification Project Areas. If habitat for special status species is present within or adjacent to each Work Area of the Subnotification Project Area and may be impacted, then it shall be evaluated for quality and the evaluation provided with the subnotification. Factors contributing to habitat quality may include but are not limited to vegetation composition and structure, physical features (e.g., soils, elevation), micro-climate, surrounding area, presence of predatory species, available resources (e.g., prey items, nesting substrates), and land use patterns.

1.1.2.6.5 An engineering plan showing all activities to occur within each Work Area of the Subnotification Project Area. Engineering plans shall be at 60% design completion, at a minimum, unless otherwise agreed to with CDFW in writing.

1.1.2.6.6 A work schedule indicating the proposed start and end

dates for completing tasks associated with the Project activity. Permittee shall provide CDFW with updates to the work schedule as applicable, particularly for changes to the start and end work dates.

1.1.2.6.7 Reports and/or other requirements as described in the Protective Measures of this Agreement, as applicable.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

2. Administrative Measures

Permittee shall meet each administrative requirement described below.

2.1 Documentation at Project Subnotification Project Areas. Permittee shall make this Agreement, the approved subnotification, any extensions and amendments to this Agreement, and all related notification materials, readily available at the Subnotification Project Area at all times. These Project documents shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

2.2 Designated Representative. Permittee shall designate one representative who will be responsible for communication with CDFW and for overseeing compliance with this Agreement. A Designated Representative's name, phone number, mailing address, and e-mail address, if different than the Permittee Contact identified in this Agreement's Contact Information section, shall be submitted to CDFW via email prior to submittal of the first subnotification. The Designated Representative shall be available for direct communication with CDFW regarding Project Activity compliance with this Agreement.

2.2.1 Noncompliance Reporting. Permittee or Designated Representative shall report all instances of noncompliance with this Agreement to CDFW within 24 hours. Noncompliance reporting shall consist, at a minimum, of communication by telephone and email to the CDFW staff person identified in the Contact Information section below, or any other contact subsequently identified by CDFW for this Agreement, or to the CDFW North Central Region Lake and Streambed Alteration Program office by email at R2LSA@wildlife.ca.gov.

2.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.

2.4 Project Subnotification Project Area Entry. Permittee agrees to provide reasonable access to CDFW following 24 hours advance notice, CDFW personnel may enter

the Subnotification Project Area at any time after the 24-hour notice to verify compliance with this Agreement.

2.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.

2.6 Change of Conditions and Need to Cease Construction Operations. If conditions arise, or change, in such a manner as to be considered deleterious to streams or wildlife, Project Activities that could affect resources identified in the subnotification shall cease within the related Work Area(s) identified within the Subnotification Project Area(s) until corrective measures approved by CDFW are taken.

2.7 Unauthorized Take. This Agreement does not authorize “take” of any CESA listed species, including those identified in Fish and Game Code section 3503 and 3511. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. All such take shall require separate permitting. Permittee affirms that no unauthorized take of listed species shall occur because of this Project and shall take prudent measures to ensure that all unauthorized take is avoided.

2.8 CESA Compliance. If during project activities, Permittee encounters any species listed pursuant to CESA that are not covered by the ITP for the Sites Reservoir Project No. 2081-2022-006-02 (Project ITP), work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA. Permittee shall adhere to the avoidance, minimization, or mitigation measures outlined in the Project ITP, and any future amendments or extensions of the ITP.

2.9 Survey Protocols. CDFW-approved, published survey protocols can be found at https://www.wildlife.ca.gov/Conservation/survey-Protocols. For species without published protocols, Permittee may submit species-specific survey protocols for Agreement-wide review and approval or may submit subnotification-specific protocols for review and approval. Any deviation from a CDFW-approved protocol must be approved by CDFW, in writing, prior to beginning the survey.

2.10 Limitations on Authorization of Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. Permittee is responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Permittee shall store and use water in accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations.

Information about water right permits and applications can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications.

3. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each applicable measure listed below within Subnotification Project Areas subject to this Agreement, as identified in the subnotification approval. Additional avoidance and minimization measures shall be added to Subnotification Agreements at CDFW's discretion, based on additional details provided within each subnotification. CDFW acknowledges the implementation of survey procedures may be limited by accessibility constraints on adjacent private properties. Each subnotification shall include a description of the biological survey area, and the reasons for any deviation from the prescribed survey area requirements.

Project Preparations

3.1 Designated Biologist(s). Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (**Exhibit F**), including a description of the Designated Biologists' and Biological Monitors' duties at least 60 calendar days prior to initiating Project Activities. Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the initiation of Project Activities. Permittee may identify more than one Designated Biologist or Biological Monitor. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement. A Designated Biologist shall be knowledgeable and experienced in the biology, natural history, and collecting and handling of local fish, wildlife, and plant resources present at the project site. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with a Designated Biologist or Biological Monitor that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. CDFW will provide approval of completed Biologist Resume Form within 30 days of submittal.

3.1.1 Designated Biologist Responsibilities. Permittee shall ensure that a Designated Biologist be present daily in order to monitor all Project Activities subject to this Agreement and future subnotifications including but not limited to construction and ground- or vegetation-disturbing activities; bird activity including any new and existing active nests; water quality; and compliance with the measures in this Agreement. The Permittee in consultation with a Designated Biologist shall notify CDFW of non-compliance with any measures and document project-related monitoring and determinations related to re-initiation of Project Activities. The Permittee, in consultation with a Designated Biologists, shall be responsible for the submission of all required biological reporting, including survey

results (i.e., pre-construction, terrestrial wildlife species, non-special status nesting birds, bat, aquatic species, rare plants, giant garter snake, Crotch's bumble bee, Swainson's hawk, tricolored blackbird, western spadefoot, western pond turtle, burrowing owl, bald eagle, golden eagle, white tailed kite), management plans (i.e., bird management and monitoring plan, wildlife relocation plan, bat avoidance and exclusion plan, revegetation and restoration plan), as well as wildlife records to CDFW, as applicable.

3.1.2 Biological Monitor Responsibilities. The Biological Monitor may assist in compliance monitoring efforts under the supervision of a Designated Biologist. The Designated Biologist is responsible for assuring that any Biological Monitor working under their supervision are knowledgeable and experienced in the biology and natural history of special status species, the Measures within this Agreement, the definition of "take" in CESA, and the implementation of standard measures used on construction projects.

3.2 Stop Work Authorization. A Designated Biologist shall be authorized to stop Project Activities, if necessary, to protect fish, wildlife, and plant resources. If directed by a Designated Biologist, Permittee shall take appropriate actions to ensure Project Activities are safely suspended. The Permittee, in consultation with the Designated Biologist shall notify CDFW of any non-compliance issues related to the stop work authorization with 24 hours. Neither a Designated Biologist nor CDFW shall be liable for any costs incurred as a result of compliance with this measure, including for stop work orders issued by the CDFW.

3.3 Work Period in Low Rainfall Only. The work period within any bed, bank, and channel habitats that have not been previously bypassed, impounded, or had the flow otherwise restricted shall be restricted to periods of low rainfall (less than half-inch per 24-hour period) or periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Subnotification Project Area. No work within any bed, bank, and channel habitats that have not been previously bypassed, impounded, or had the flow otherwise restricted shall occur during a dry-out period of 24 hours after the above referenced low rainfall weather. Weather forecasts shall be provided upon request by the CDFW. All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration, and urgent erosion control work outside of flowing water is not confined to this work period.

3.4 Work Period Modification. If Permittee needs more time to complete a Project Activity, the work may be permitted outside of the work period defined in each Work Area within the approved subnotification and extended on a day-to-day basis (or for some other set period of time) with written approval from CDFW (see Contact Information). Permittee shall submit a written request for a work period modification to CDFW. The work period modification request shall: 1) describe the extent of work already completed; 2) provide a schedule for activities to be conducted within the requested modification period; 3) detail the time required to

complete each activity; and 4) provide photographs of current site conditions. Work period modifications are issued at the discretion of CDFW. CDFW will review the written request to perform Project Activity work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the work period modification.

3.5 Flagging. Prior to conducting any Subnotification Project Activity, Permittee shall identify the limits of each Work Area within the Subnotification Project Area. Permittee shall identify Subnotification Project Area and Work Area limits and either monitor and enforce the stationary Work Area limits or identify the stationary Work Area with brightly-colored flagging. Permittee shall limit work to these defined Work Areas only. Monitoring of each Work Area within the Subnotification Project Areas shall be conducted by a Designated Biologist or Biological Monitor. Permittee shall maintain flagging in good repair for the duration of the Project Activity and remove the flagging immediately upon the completion of all work. All streams beyond the Subnotification Project Area shall be designated as environmentally sensitive areas on Project plans and in the field and shall not be disturbed.

3.6 On-site Education and Worker Training. Permittee shall conduct an education program such as a Worker Environmental Awareness Program for all persons employed or otherwise working in each Work Area within the Subnotification Project Area before performing Project Activities. The program shall consist of a presentation from a Designated Biologist that includes a discussion of the biology and general behavior of local fish, wildlife, and plant resources, information about the distribution and habitat needs of local fish, wildlife, and plant resources, sensitivity of fish, wildlife, and plant resources to human activities, special-status species including legal protection, penalties for violations and Project-specific Protective Measures described in this Agreement. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Subnotification Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform Project Activities. Upon completion of the program, employees shall sign a form stating they attended the program and understand all Protective Measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Subnotification Project Area.

Biological Resources

3.7 Pre-Construction Wildlife Survey. No more than seven (7) calendar days prior to initiation of a Project Activity associated with each Work Area within the subnotification, a Designated Biologist or Biological Monitor shall conduct a general pre-construction survey to identify wildlife species and their associated habitats not listed in the species-specific measures below. Surveys shall be conducted within 500 feet of the proposed Work Area(s) within the Subnotification

Project Area, as well as applicable, staging areas, and access routes. If required, species habitat and/or buffers shall be marked in the field by a Designated Biologist using temporary fencing, high-visibility flagging, or other means that are equally effective. If special status species including Fully Protected Species (FPS) and Species of Special Concern (SSC) are identified during surveys or during Project Activities at or within 50 feet of the Subnotification Project Area, Permittee shall adhere to Measure 3.9 of this Agreement. Permittee shall specify in survey results reporting how Project Activity-related impacts to FPS will be avoided and how Project Activity-related impacts to SSC will be minimized. The results of the survey and the survey methodology shall be provided to CDFW upon completion in a report due no later than 14 calendar days after the survey was conducted.

3.8 Avoid Wildlife Entrapment. At the end of each workday within the Work Area(s) within the Subnotification Project Area, Permittee shall place an escape ramp at each end of any open hole, trench, pit or other excavations with sidewalls steeper that a 1:1 (45 degree) slope to allow any animals that may have become trapped to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. Alternatively, Permittee may cover any open hole, trench, pit or other excavations and secure the material(s) used to cover the opening to prevent wildlife from accessing the hole or trench. A Designated Biologist or Biological Monitor shall check all excavated open holes and trenches for wildlife at the beginning and end of each day, and immediately before the holes and trenches are filled. All construction pipes and culverts, construction equipment and materials, and construction debris left overnight at each Work Area will be inspected for wildlife by a Designated Biologist, Biological Monitor, or construction personnel, as applicable, prior to movement.

3.9 Leave Wildlife Unharmed or Relocate. Any wildlife encountered during the course of the Project shall preferentially be allowed to leave a Work Area within the Subnotification Project Area unharmed and of its own volition. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium consistent with Measure 3.11. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, a Designated Biologist shall release it into the most suitable habitat nearby the site of capture.

3.10 Injured Wildlife. The Permittee, in consultation with a Designated Biologist, shall make arrangements with a CDFW-qualified wildlife rescue and rehabilitation facility to temporarily hold sick or injured wildlife encountered at the project site, in accordance with California Code of Regulations, title 14, section 679. The injured wildlife shall be returned to the project site when deemed releasable, but only after Project Activities have been completed. Healthy wildlife shall not be removed from the wild or held in captivity. A list of wildlife rehabilitation facilities is available at https://wildlife.ca.gov/Conservation/Laboratories/Wildlife-Health/Rehab/Facilities.

3.11 Wildlife Relocation Plan. Permittee shall prepare a Wildlife Relocation Plan and submit to CDFW for review and approval with the subnotification. The Plan shall include, but not be limited to: (1) a discussion of the species to be relocated; (2) a schedule for survey and monitoring species presence; (3) methods to capture, handle, and relocate individuals or habitat features out of the Subnotification Project Area; (4) names and qualifications of a Designated Biologists who will handle the species; (5) specifications for Wildlife Exclusion fencing which may be installed to exclude the wildlife species from re-entering the Subnotification Project Area; (6) details regarding the use of coverboards which will be employed accessory to the exclusion fencing; (7) description and maps of where the salvaged individuals or habitat features will be relocated to; and (8) identification of a wildlife rehabilitation center or veterinary facility where injured individuals of the will be taken. The Plan should also provide Permittee's response strategy for atypical detection(s) of individual(s), including species found in construction equipment or other unexpected locations.

3.12 Wildlife Records. Permittee shall maintain a Wildlife Relocation Record that includes, at a minimum the: date of capture and date of relocation; method of capture; location of relocation in relation to each Work Area within the Subnotification Project Area; and number, age-class and species captured and relocated. The Wildlife Relocation Record shall also quantify the number and species of Project- and relocation-related mortality. Permittee shall include any Wildlife Relocation Records in the next-due Quarterly or Annual Report (Measure 5.4).

3.13 Nesting Bird Survey. If Project Activities are scheduled between February 1 to August 31 (the typical nesting season), a focused survey for nests shall be conducted by a Designated Biologist or Biological monitor no more than seven (7) calendar days prior to the beginning of Project Activities at a Work Area within the Subnotification Project Area. A Designated Biologist or Biological Monitor shall survey a minimum radius of 500 feet (for non-special status migratory birds) and 1/2-mile (for non-special status raptors) around the Subnotification Project Area that can be accessed by Permittee. The results of the survey and the survey methodology shall be provided to CDFW upon completion in a report due no later than 14 calendar days after the survey was conducted. If no active nests are found, Project Activities may proceed as scheduled.

3.13.1 Active Nests. If an active nest is found, active nests should be avoided, and a no-disturbance or no destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the nesting season or a Designated Biologist or Biological Monitor confirms the young have fledged, are foraging independently, and the nest is no longer active for the season or construction has finished in the area. The extent of these buffers shall be determined by a Designated Biologist or Biological Monitor and approved by CDFW and will depend on the species present, the level of noise or construction disturbance, line of

sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

3.13.2 Project Delay. If a lapse in Project Activities of seven (7) calendar days or longer occurs, a Designated Biologist shall complete another focused nesting bird survey before Project Activities can be reinitiated.

3.13.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.

3.13.4 Bird Management and Monitoring Plan. If a survey identifies an active nest within Work Area of the Subnotification Project Area prior to the initiation of Project Activities within that Work Area, the Permittee, in consultation with a Designated Biologist shall prepare and implement a Bird Management and Monitoring Plan which includes survey results and appropriate avoidance measures such as, but not limited to, temporary no-disturbance buffers, sound walls, visual barriers, and/or changes in Project phasing to protect the nest and the birds. The Bird Management and Monitoring Plan design shall be based upon site conditions, construction activities, and species present or likely to be present during all construction activities. A Designated Biologist or Biological Monitor shall be onsite during the initiation of Project Activities and when there is a significant change in the level of activity (i.e., noise level, etc.). If a Designated Biologist or Biological Monitor determines that avoidance measures are insufficient to avoid take of the birds, their nest, or their eggs, all construction Activities identified by a Designated Biologist or Biological Monitor as causing the take shall cease, and a Designated Biologist or Permittee shall immediately consult with CDFW. Permittee shall submit the Bird Management and Monitoring Plan to CDFW no later than two (2) business days prior to the start of Project Activities.

3.14 Bat Habitat Assessment. Within six (6) months prior to the start of vegetation removal and/or construction, a Designated Biologist with education and experience in bat biology and identification shall survey the Work Areas within the Subnotification Project Area for potentially suitable bat roosting habitat. The habitat assessment shall include a visual inspection of suitable habitat features (e.g., trees, bridges, and other structures) for suitable bat roosting habitat within the project area and a minimum of a 500-foot radius adjacent to these areas that may be impacted by Project activities. Results of the bat habitat assessment shall be made available to CDFW upon request. If no suitable bat roosting habitat are identified, no further action by the Permittee is required. If bat roosting habitat is present, and activities are scheduled during the maternity season (April 15 to August 31) or the hibernation season (October 15 to March 1), the Permittee shall: 1) conduct pre-construction surveys and 2) develop a Bat Avoidance and Exclusion Plan, if applicable. If a lapse in project activities of six (6) months or

longer occurs within a Work Area within the Subnotification Project Area, the Designated Biologist shall complete another habitat assessment before Project activities can be reinitiated.

3.14.1 Bat Pre-Construction Surveys. The Permittee, in consultation with the Designated Biologist shall develop a Bat Survey Plan (BSP) and submit it to CDFW for review and approval within 30 days of completing the bat habitat assessment. The BSP shall include a list of potential bat species present, survey method(s), and timing of survey(s). The BSP shall provide justification for timing and methodology of survey design (e.g., habitat characteristics, day length, average ambient air temperatures, local and seasonal conditions). The survey results shall identify: 1) the exact location of all roosting sites (location shall be adequately described and shown on a digital map with GPS coordinates), 2) the number of bats present at the time of visit (count or estimate), 3) species of bat detected, if known (include how the species was identified), and 4) the type of roost(s) [i.e., maternity, hibernaculum, night roost (rest at night while out feeding), or day roost (resting during the day)]. Results of the survey shall be submitted to CDFW within 14 business days of survey completion. If bats are detected during any survey, the Permittee, in consultation with the Designated Biologist shall develop a Bat Avoidance and Exclusion Plan (BAEP) and submit to CDFW for review and approval.

3.14.2 Bat Avoidance or Exclusion Plan (BAEP). If an active bat roost is found in a tree or structure that must be impacted, the Permittee, in consultation with the Designated Biologist shall develop and submit to CDFW for review and approval a BAEP. The BAEP shall include, at minimum, the following:

3.14.2.1 Bat Roost Buffer. The Permittee shall establish an appropriate no-disturbance buffer around bat roosts, in coordination with CDFW, during maternity (April 15 to August 31) or hibernation (October 15 to March 1) seasons. The Permittee shall maintain the buffer until the Designated Biologist determines the roost is no longer occupied. The Permittee shall clearly delineate habitat and bat roosts within the project area with posted signs demarking the avoidance areas using stakes, flags, and/or rope or cord. The Permittee shall delineate bat roosts with different materials than those used to delineate the project area. The Permittee shall remove all materials used for delineation upon completion of the Project.

3.14.2.2 Exclusion Devices. Exclusion devices shall be installed either (1) between approximately March 1 (or when evening temperatures are above 45°F and rainfall less than ½-inch in 24 hours occurs) and April 15, prior to parturition of pups; or (2)

between September 1 and October 15 (or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½-inch in 24 hours). Specific exclusion devices may include one-way doors, lights and fans, foam or steel wool, or other site-specific methods determined in coordination with CDFW. The Designated Biologist shall monitor the roost prior to exclusion to confirm that it does not support a maternity colony. If a maternity colony is or may be present, the roost shall be avoided until it is no longer active, or until the Designated Biologist can confirm that no maternity colony is present.

3.14.2.3 Tree Trimming and/or Removal. Tree trimming and/or tree removal shall be scheduled either (1) between approximately February 15,when evening temperatures are above 45°F and rainfall less than ½-inch in 24 hours occurs, and April 15, prior to parturition of pups; or (2) between September 1 and October 15 (or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½-inch in 24 hours). Additionally, trees shall be removed in two steps over a period of two (2) days. On the first day, all branches that do not contain roosting habitat shall be removed. The remaining portion of the tree shall be removed on the second day. All branch removal will be conducted using chainsaws or similar handheld equipment. Tree trimming and/or tree removal may occur outside of this work window only after consultation with CDFW and after confirmation that the suitable habitat is not occupied.

3.15 Plant Survey. A one-time plant survey shall be performed for all special-status plant species that have potential to occur within a 250-foot buffer of each Work Area within the Subnotification Project Area and that have a blooming period in which initial mass grading activities occur. The survey shall be conducted by a Designated Biologist, prior to the start of ground disturbing Project Activities, and during the appropriate floristic period for CESA listed, and other special status plant species using known reference sites (where available). The results of the survey shall be submitted to CDFW with the subnotification. If the survey results are negative, no further action by Permittee is needed. If the survey finds that any special-status plant species are present, Permittee shall consult with CDFW on the appropriate action and the inclusion of any additional measures, which may include a combination of on-site and off-site plant preservation and compensatory measures.

3.16 Giant Garter Snake (GGS) Survey. Consistent with the Project's ITP, no more than 24 hours prior to commencement of Subnotification Project Activities within 200 feet of GGS aquatic habitat of a Work Area within the Subnotification Project Area shall be surveyed for GGS by a Designated Biologist. A Designated Biologist shall

survey all upland habitat within 200 feet of GGS aquatic habitat for burrows, soil cracks, and crevices that may be suitable for use by GGS. Any identified burrows, soil cracks, crevices, or other habitat features that are outside of the area planned for direct disturbance (e.g., grading, excavation, etc.) shall be flagged or marked by a Designated Biologist. Permittee shall avoid flagged locations during Subnotification Project Activities to the maximum extent feasible. In areas planned for direct disturbance, a Designated Biologist shall be onsite to monitor during ground disturbing activities. If Subnotification Project Activities within a Work Area stop for more than 14 calendar days, a Designated Biologist shall repeat surveys for burrows, soil cracks and similar features as described above, prior to resuming work. Survey methodologies and results submission to CDFW shall be consistent with the Project's ITP.

3.17 Crotch's Bumblebee (CBB) Survey. Consistent with the Project's ITP, if Subnotification Project Activities are proposed to occur during the active season for CBB, Permittee shall submit with the subnotification the Pre-Construction Survey Plan for CBB. If a suspected or confirmed CBB is identified during any of these surveys, a Designated Biologist shall notify CDFW within 48 hours. Survey methodologies and results submission to CDFW shall be consistent with the Project's ITP.

3.17.1 If only foraging CBB is observed (i.e., no nest is found), work may proceed without the additional monitoring requirements described in the Project ITP; however, if there is a lapse in initial construction disturbance greater than 14 calendar days, an additional clearance survey will be repeated prior to ground disturbance.

3.17.2 If CBB nests are discovered in Project Work Areas and avoidance is feasible, Permittee shall establish a non-disturbance buffer of 50 feet around the nest until the nest senesces or becomes inactive and is no longer in use, as determined by a Designated Biologist or until Subnotification Project Activities are complete, whichever is first. The buffer shall be delineated using high-visibility fencing, flagging, or similar materials along with appropriate signage.

3.18 Swainson's Hawk (SWHA) Survey. Consistent with the Project's ITP, in each year in which Subnotification Project Activities occur, a Designated Biologist shall conduct a SWHA survey within a minimum half-mile radius around the Work Area within the Subnotification Project Area. A Designated Biologist shall conduct the appropriate survey technique in each of the five (5) periods below and submit the survey results in accordance with the methodology described in the Project's ITP.

- January to March 20- One (1) Survey, All Day
- March 20 to April 5- Three (3) Surveys, Sunrise to 10:00 / 16:00 to Sunset
- April 5 to April 20- Three (3) Surveys, Sunrise to 12:00 / 16:30 to Sunset

- April 21 to June 10- Monitoring
- June 10 to July 30- Three (3) Surveys, Sunrise to 12:00 / 16:00 to Sunset

3.19 Tricolored Blackbird (TRBL) Pre-Construction Assessment. Consistent with the Project's ITP, prior to the commencement of Subnotification Project Activities, a Designated Biologist will conduct a field investigation to determine if existing or potential nesting or foraging sites are present within the Subnotification Project Area and adjacent areas within three (3) miles of the Subnotification Project Area. The Pre-Construction Assessment shall be completed during the breeding season (March 1 through September 15). Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. Permittee shall map all existing or potential nesting or foraging sites and provide these maps to CDFW with the subnotification. Nesting sites, including both currently occupied nesting sites and sites known to have been occupied within the last five (5) years, shall be noted on plans that are submitted.

3.19.1 TRBL Survey. Consistent with the Project's ITP, Permittee shall conduct a pre-construction survey to determine if active nests are present within a Subnotification Project Area or within 500 feet of the Work Area within the Subnotification Project Area if existing or potential nest sites were found during the Pre-Construction Assessment and Project Activities will occur during the breeding season (March 1 through September 15). A Designated Biologist shall conduct pre-construction surveys within approximately 30 days of the commencement of Project Activities and again within three (3) days of ground-disturbing work within the Subnotification Project Area and within 500 feet of the Work Area within the Subnotification Project Area to determine the presence of nesting TRBL. The surveys should be separated by at least three (3) weeks. Pre-construction surveys shall be conducted during the breeding season (March 1 through September 15). Surveys conducted in February (to meet pre-construction survey requirements for work starting in March) shall be conducted within 14 days of the commencement of Project Activities and again within three (3) days of ground-disturbing work. Survey methodologies and results submission to CDFW shall be consistent with the Project's ITP.

3.20 Western Spadefoot (WS) Survey. A Designated Biologist or Biological Monitor shall survey the Subnotification Project Area if suitable aquatic breeding and/or upland habitat features occur for WS, their egg masses, or their larval stages. Surveys shall be conducted at the appropriate time of year (typically February-March) suitable habitat within and adjacent to the Work Area within the Subnotification Project Area within 100 feet from the streambed, and within 250 feet upstream and downstream of the Work Area within the Subnotification Project Area. Surveys shall be performed no more than 24 hours prior to starting Project Activities. If WS, their egg masses, or their larval stages are identified during

surveys or during Project Activities at or within 50 feet of the Work Area within the Subnotification Project Area, Permittee shall adhere to Measure 3.9 of this Agreement. The results of the survey and the survey methodology shall be provided to CDFW upon completion in a report due no later than 14 calendar days after the survey was conducted.

3.21 Western Pond Turtle (WPT) Survey. A Designated Biologist shall conduct a CDFW-approved protocol survey in the Work Area within the Subnotification Project Area and within 300 feet from the Subnotification Project Area where suitable WPT habitat occurs. Surveys shall be performed no more than 14 calendar days prior to starting Project Activities. If WPT are identified during surveys or during Project Activities at or within 300 feet of the Work Area within the Subnotification Project Area, Permittee shall adhere to Measure 3.9 of this Agreement. The results of the survey and the survey methodology shall be provided to CDFW upon completion in a report due no later than 14 calendar days after the survey was conducted.

3.22 Burrowing Owl (BUOW) Survey and Buffer. Permittee shall conduct a Burrowing Owl survey within and adjacent to the Work Area within the Subnotification Project Area. Burrowing Owl surveys shall be conducted by a Designated Biologist in accordance with the protocol described here: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843. Surveys shall be conducted during the breeding (February 1 to August 31) season and include no fewer than four (4) survey visits: 1) at least one (1) site visit between February 15 and April 15, and 2) a minimum of three (3) survey visits, at least three (3) weeks apart, between April 15 and July 15, with at least one (1) visit after June 15. Surveys shall also be conducted during the non-breeding season (September 1 to January 31) before the start of construction activities to determine seasonal residency. Non-breeding season surveys shall consist of at least four (4) visits, spread evenly, throughout the nonbreeding season. The presence of burrows, Burrowing Owl, or their sign (e.g., molted feathers, cast pellets, prey remains, eggshell fragments, owl whitewash, nest burrow decoration materials, etc.), anywhere on the site or within a 1,650-foot accessible radius around the project site (i.e., survey area), shall be recorded and mapped. The results of the survey shall be submitted to CDFW with the subnotification. If the survey results are negative, no further action by Permittee is needed. If the survey finds that BUOW are present, Permittee shall consult with CFDW and demonstrate how the Project will comply with CESA.

3.23 Bald Eagle (BAEA) and Golden Eagle (GOEA) Survey and Buffer. If suitable nesting habitat or wintering habitat features are present for BAEA or GOEA on or within a half-mile of the Work Area within the Subnotification Project Area, a Designated Biologist experienced with raptor identification and behaviors shall

conduct CDFW-approved[8] protocol surveys within a half-mile radius of the Work Area within the Subnotification Project Area no more than seven (7) calendar days prior to the start of Project Activities during the nesting season (January 1 - August 31) to confirm presence/absence of BAEA or GOEA. If an occupied nest is identified in the survey area, a Designated Biologist shall establish a buffer in around the nest site in accordance with Measure 3.13 of this Agreement (referencing onsite conditions and the Project's Eagle Incidental Take Permit [MBPER1309794, as amended]) and the Permittee and/or Designated Biologist shall contact and confer with CDFW to determine if additional actions are required. The results of the survey and the survey methodology shall be provided to CDFW upon completion in a report due no later than 14 calendar days after the survey was conducted.

3.24 White-tailed Kite (WTKI) Survey and Buffer. If suitable nesting habitat or wintering habitat features are present for WTKI on or within quarter-mile of the Work Area within the Subnotification Project Area, a Designated Biologist shall conduct surveys within quarter-mile of the Subnotification Project Area no more than seven (7) calendar days prior to the start of Project Activities during the nesting season (February 1 – August 31). If Project Activities occur between December 1 and March 31, a Designated Biologist or Biological Monitor shall survey for winter roosting activity of WTKI within a quarter-mile of the Subnotification Project Area. Surveys shall be done during the appropriate time of day to maximize detectability and shall concentrate on suitable nesting structures for the species. If an active nest is discovered during the survey or during construction, Permittee shall establish a minimum quarter-mile no-disturbance buffer around active nests until the nesting season has ended or until a Designated Biologist or Biological Monitor determines that all young have fledged or the active nest has been abandoned. Permittee shall halt any Project Activities that could affect the foraging or feeding behavior of WTKI. The results of the survey and the survey methodology shall be provided to CDFW upon completion in a report due no later than 14 calendar days after the survey was conducted.

3.25 Invasive Species. Permittee shall conduct Project Activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the Work Area within the Subnotification Project Area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work

[8] Currently, the methods approved by USFWS in the eagle incidental take permit include recommendations from the Interim Golden Eagle Inventory and Monitoring Protocols, other recommendations (Pagel et al. 2010), the Protocol for Evaluating Bald Eagle Habitat and Populations in California (Jackman and Jenkins 2004), Bald Eagle Breeding Survey Instructions (CDFW 2017), and the Updated Eagle Nest Survey Protocol (USFWS 2020a).

site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

In-Stream Work

3.26 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937.

3.27 Aquatic Species Survey. When work is proposed within a watercourse, a Designated Biologist who is knowledgeable in the identification of aquatic species shall survey the Work Area within the Subnotification Project Area prior to initiating operations within or immediately adjacent to the watercourse. If Project Activities are scheduled to occur while stream flows with special-status fish species are present and Permittee plans to implement a temporary water diversion/dewatering plan per Measure 3.30, fish surveys shall be performed to determine whether special status fish species have the potential to occur within the Work Area within the Subnotification Project Areas. In the subnotification, Permittee shall include the Fish Survey Report and detail how Project-related take of special-status fish species will be avoided. If special-status fish species have the potential to be present or are encountered during construction activities, Permittee shall adhere to Measure 3.9 of this Agreement. If a listed species or evidence of their presence are found, work may not re-initiate in the immediate vicinity until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.

3.28 Stream Diversion. When work in a flowing stream is unavoidable, Permittee shall divert the stream flow around or through the active Work Area during construction operations.

3.29 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows downstream. Flows downstream shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be of sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.

3.30 Diversion Plan. If flowing water is present or reasonably anticipated, Permittee shall submit for approval a detailed Water Diversion Plan to CDFW with the subnotification. Dewatering structures may include the use of use of excavated materials stabilized through standard erosion control BMPs, sandbags, Port-a-dams, water bladder dams, k-rails, or driven sheet metal coffer dams. CDFW will review the proposed water diversion method and approve the plan or provide the requirements for that approval. Permittee may not commence the diversion of water without written approval from CDFW.

3.31 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location, as applicable.

3.32 Fish Relocation. To avoid impact to any non-listed fish species, a written Fish Relocation Plan must be submitted to CDFW for approval at least 60 days prior to the start of any dewatering or water diversion activity and a copy of the approved plan must be available on-site. The Fish Relocation Plan shall be prepared by the Permittee in consultation with a Designated Biologist and implemented by a Designated Biologist. The Permittee shall ensure that any other necessary permits are acquired prior to fish relocation activity. The Fish Relocation Plan shall address the monitoring of the fish to be relocated during the water diversion or dewatering process. A Post-Relocation report shall be provided that includes, at a minimum, the date and time of capture and relocation, the method of capture, a map of locations in relation to the project site, and the number and species of fish captured and relocated. The report shall be provided to CDFW within 14 days of completing each fish relocation activity.

3.33 Stranded Aquatic Life. During dewatering and work within a watercourse, Permittee shall check daily for stranded aquatic life as the water level in the dewatered area recedes. A Designated Biologist or Biological Monitor shall make all reasonable efforts to capture and relocate, within the same waterbody, all stranded aquatic life observed. Capture methods may include fish landing nets, dip nets, buckets and by hand. A Designated Biologist or Biological Monitor shall be available and/or onsite as necessary during all dewatering and diversion activities. If dewatered areas become inundated, additional aquatic species relocation efforts may be necessary following the installation of diversion equipment. This measure does not allow for the take or relocation of any CESA listed species.

Vegetation Removal and Restoration

3.34 Vegetation Removal. Disturbance or removal of vegetation within the Work Area identified within the Subnotification Project Area shall be kept to the minimum necessary to complete Project Activities. Each subnotification shall quantify required tree removal or tree loss of native trees in the Work Area with a trunk DBH in excess of four (4) inches to inform Compensatory Measures. Except for tree removal described in a subnotification, no native trees with a trunk DBH in excess of four (4) inches shall be removed or damaged without prior consultation and approval by the Department. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one (1) tree. Native trees with a DBH of four (4) inches or more shall not be removed at night. Vegetation within the Work Area identified that will not be removed by the Project Activities shall be marked for protection and may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

3.35 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s);

larger equipment shall not be used for vegetation removal unless already described in a subnotification.

3.36 Revegetation and Restoration Plan. At least 30 days prior to the commencement of revegetation and restoration activities for temporarily impacted areas, the Permittee shall submit a Revegetation and Restoration Plan to CDFW for review and written approval. The Revegetation and Restoration Plan shall include steps to restore temporarily impacted areas to their pre-Project conditions including recontouring plans; a plant palette of species to be used in revegetation; revegetation success criteria, monitoring, and reporting; and corrective actions to be taken when restoration measures do not meet the proposed success criteria. Permittee shall restore all exposed/disturbed areas and access points within the Project Area, by seeding with a native seed mix of known genetic origin whose original stock seed was collected from the Great Central Valley, unless otherwise approved in writing by CDFW. Permittee shall recontour and/or revegetate any temporarily disturbed areas and access points in the fall before the start of the rainy season, as soon as possible after Project Activities, and within one year following disturbance.

3.37 Prohibited Plant Species. Permittee shall not plant, seed, or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Pest Plant Council's database, which is accessible at: http://www.cal-ipc.org.

Erosion Control/Stabilization

3.38 Erosion Control. Permittee shall actively implement best management practices (BMPs) in the Work Area identified within the subnotification to minimize turbidity and siltation and to prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1); the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas); drainages; lakes; and other sensitive habitat during Project Activities. Precautions shall include, but are not limited to: pre-project planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during Subnotification Project Activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the use of excavated materials stabilized through standard erosion control BMPs silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.

3.38.1 Erosion Control Plan. Permittee shall submit an Erosion Control Plan to CDFW for approval within 60 days prior to the commencement of Subnotification Project Activities. The Erosion Control Plan shall include performance standards, monitoring and reporting programs, and corrective actions to be taken if necessary. The Erosion Control Plan shall be implemented by the Permittee or Designated Representative before,

during, and at the completion of Project Activities and shall be subject to amendment by CDFW.

3.38.2 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.

3.38.3 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Subnotification Project Area shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber; or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed. Permittee shall remove and dispose of all temporary BMPs and any related material upon completion of Project Activities.

3.38.4 Implementation. Passage of sediment beyond sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon CDFW's determination that turbidity/siltation levels resulting from Project Activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

3.39 Temporary Fill. Permittee shall construct temporary fills of non-erodible materials that have been pre-approved by CDFW. Permittee shall limit fill to the minimal amount necessary to accomplish the Project Activities identified in the subnotification and remove excess fill material off-site at completion.

3.40 Trenching or Excavation Spoils. No castings or spoil from the trenching or excavation operations shall be placed on the stream side of the trenching or excavation site, except as otherwise addressed in the subnotification.

3.41 Contaminated Water. Permittee shall pump all contaminated (including muddy) water from the excavation and/or Project Activities into a holding facility or into a settling pond located in flat stable areas outside of the stream channel or pump up on a stable grassy area where the water clears prior to flowing back into the stream.

3.42 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic

netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.

3.43 Mud, Silt, and Other Pollutants. Permittee shall prevent water containing mud, silt or other pollutants from grading, aggregate washing, equipment washing, or other activities to enter a lake or stream or to be place in locations that may be subjected to high storm flows.

3.44 Post-Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the Project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: http://www.nws.noaa.gov.

Avoid/Minimize Effects of Equipment

3.45 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, Permittee shall use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Permittee shall place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

3.46 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall take place where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

3.47 Minimize Vehicle Parking. Vehicles may enter and exit the Work Area identified within the Subnotification Project Area as necessary for Project Activities, but shall not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

3.48 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than 150 feet from waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but

not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat, unless otherwise approved by CDFW in writing.

3.49 Building Material Storage. Project building material and/or Project equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.

3.50 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the Work Area identified within the Subnotification Project Area to avoid the introduction and transfer of organisms. Permittee shall decontaminate per the October 2022 California Department of Fish and Wildlife Aquatic Invasive Species Decontamination Protocol, as amended. https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=43333

3.51 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

3.52 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

3.53 Moving Equipment Across a Stream. When operations require moving of equipment across a flowing stream, Permittee shall conduct such operations without increasing stream turbidity. For repeated crossings, Permittee shall install a bridge, culvert, or rock fill crossing, approved by CDFW prior to placement.

Debris Materials and Waste

3.54 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas outside the bed and bank before such flows occur.

3.55 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or Project debris in the Subnotification Project Area.

3.56 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the Subnotification Project Area and vicinity immediately upon completion of Project Activities.

3.57 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

3.58 Hazardous Materials. Debris, soil, silt, sand, rubbish, Project waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from Project Activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents, shall be located more than 150 feet from the waters of the state, the stream bed, bank, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat, unless otherwise approved by CDFW in writing. Permittee shall ensure that all Subnotification Project Areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.

3.59 Removal of Debris, Materials and Rubbish. Permittee shall remove all Project generated debris, building materials and rubbish from the Subnotification Project Area following completion of Project Activities.

3.60 Concrete. Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering waters of the state, the stream bed, bank, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat outside of those structures. To prevent the release of materials that may be toxic to fish and wildlife species, poured concrete shall be isolated from contact with water and allowed to dry/cure for the minimum curing time (Table 4) or until 70% of the specified compressive or flexural strength is attained, whichever is longer. During this time, Permittee shall ensure water that comes into contact with concrete shall not be allowed to enter waters of the state (Fish & G. Code § 89.1), the stream bed, bank, and channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat, unless otherwise approved by CDFW in writing. Any water that comes into contact with concrete after it’s poured, but before the minimum curing time or before 70% of the specified compressive or flexural strength is attained, shall be absorbed through BMP materials and disposed of offsite, or pumped into containment trucks and hauled offsite.

TABLE 4. CONCRETE CURING TIMES[9]

Cement Type	Minimum Curing Time
ASTM C 150 Type III	3 days
ASTM C 150 Type I	7 days
ASTM C 150 Type II	10 days
ASTM C 150 Type IV or V	14 days

Directional Drilling

3.61 Jack and Drill. Entry and exit pits must be located entirely outside of the river, stream, lake, or wetland feature (and associated vegetation), or as otherwise approved through the subnotification process.

3.61.1 Jack and Drill Plan. For jack and drill activities occurring under a river, stream, lake, or wetland feature (and associated vegetation), a Jack and Drill Plan shall be submitted to CDFW for review and approval with each subnotification. The Jack and Drill Plan shall address but is not limited to: defined Subnotification Project Area, equipment, access, emergency action, turbidity monitoring, water intrusion, sump water management, equipment fuel/oil leaks, and shoring type and installation methods (if required). The Jack and Drill Plan shall include site specific engineering-geologic profiles and geotechnical studies. Conduit casing must be installed below the hyporheic zone or with a minimum of 10-feet separation between the streambed bottom and top of casing. If conditions are conductive for scouring, a scour analysis shall be made available to CDFW upon request.

3.62 Horizontal Directional Drilling (HDD). Permittee shall ensure that non-toxic, non-environmentally hazardous materials are used in the drilling fluid. At no time shall drill cuttings, drilling fluid, grout, or any other substance deemed deleterious to fish or wildlife be allowed to enter the river, stream, lake, or wetland area, or be placed where they could be washed into the river, stream, lake, or wetland area. Any contaminated water/materials from the drilling operation shall be pumped, containerized, and removed for proper disposal.

3.62.1 Drilling shall not occur adjacent to instream or lake structures, such as pilings. If instream or lake structures are present, the bore depth and lateral distance from structures shall favor the minimization of frac-out potential.

3.62.2 HDD entry and exit pits must be located entirely outside of the river, stream, lake, or wetland feature (and associated vegetation), or as

[9] ACI 308.1-98, "Standard Specification for Curing Concrete," American Concrete Institute, Farmington Hills, MI.

otherwise approved through the subnotification process.

3.62.3 Permittee shall ensure that the quality and quantity of drilling fluid return is monitored, and that the volume of grout is within the range calculated for the borehole.

3.62.4 Drilling fluid pressure levels shall be monitored randomly and recorded by inspectors, and drilling fluid pressure levels shall be set at minimum level to prevent frac-out.

3.62.5 Inspector(s) experienced in monitoring for frac-outs shall be on-site throughout all drilling activity, monitoring HDD to identify indications of potential frac-outs, and shall conduct or oversee monitoring of the river/stream/lake/wetland and adjacent habitats for inadvertent drilling fluid releases during the drilling operation. All inspectors shall have the responsibility and authority to make recommendations to the drilling operators and, if necessary, shut down operations if Permittee or drilling contractors are not following procedures that minimize frac-out.

3.62.6 Permittee shall ensure continuous monitoring of the drilling operation to ensure that adequate protection controls have been installed. All field personnel shall be briefed on their responsibility for timely reporting of frac-out releases to the monitor on-site.

3.63 Frac-Out Contingency Plan. A Frac-Out Contingency Plan shall be submitted for CDFW review and approval with each subnotification that includes Project Activities that could result in frac-out. The Frac-Out Contingency Plan must be on-site at all times and must include documentation of bore contractor licensing and experience; frac-out monitoring methods; containment and cleanup plan, including staging location of vacuum trucks and equipment, equipment list, and demonstration that Permittee shall have full access through gates that may be locked and maintained by any agency. Permittee shall ensure that all necessary equipment and personnel are on-site and prepared for immediate response in the event of frac-out.

3.64 Frac-out Event Notification. Permittee shall consult with CDFW within 24-hours of the frac-out event for written authorization to proceed prior to resuming Project Activities. Drilling release reports, and HDD data (including but not limited to Electronic Data Recorder outputs, driller's daily reports, inspector's daily reports,) shall be made available to DFW upon request. Alternate Project methods and additional Avoidance and Minimization Measures may be required to resume Project Activities.

Geotechnical Investigations

3.65 Geotechnical Drilling. Permittee shall ensure that non-toxic, non-environmentally hazardous materials are used in the drilling fluid. At no time shall drill cuttings,

drilling fluid, grout, or any other substance deemed deleterious to fish or wildlife be allowed to enter the river, stream, lake, or wetland area, or be placed where they could be washed into the river, stream, lake, or wetland area. Any contaminated water/materials from the drilling operation shall be pumped, containerized, and removed for proper disposal.

3.66 Geotechnical Drilling Plan. For geotechnical drilling activities (e.g. drill through bridge deck, or drill at ground level) entering a river, stream, lake, or wetland feature (and associated vegetation) a Geotechnical Drilling Plan shall be submitted to CDFW for review and approved with each subnotification. The Geotechnical Drilling Plan shall address but is not limited to: borehole identification and location, diameter, depth, drilling method, casing installation method, drilling fluid additives and material safety sheets, borehole completion method, equipment, access, working area, working period, turbidity monitoring, drilling fluid and soil cuttings management, and equipment fuel/oil leaks.

3.66.1 All boreholes not identified as a permanent effect shall be destroyed within the prescribed work period prior to completion of construction.

4. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources that cannot be avoided or minimized for any Subnotification Project Activity, Permittee shall mitigate in accordance with Measures 4.1 through 4.5 below at a minimum of the ratios described in Table 5 below with consideration for maximizing habitat quality and connectivity, and for contributing to local, regional, and state conservation priorities in consultation with CDFW. Purchase of habitat credits and/or permanent protection and funding for perpetual management of Habitat Mitigation lands for each specific subnotification must be complete before starting that Subnotification Project Activity, or within 24 months of CDFW's approval of the subnotification if Security is provided pursuant to Compensatory Measure 4.5 below for all uncompleted obligations with respect to that Subnotification Project Activity.

TABLE 5. ESTIMATED TOTAL PERMANENT IMPACTS, MITIGATION RATIOS, AND TOTAL ACRES OF MITIGATION BY HABITAT TYPE.

Habitat Type	Estimated Impact (acres)	Ratio	Mitigation Total (acres)[10]
Canal/Ditch[11]	4.18	1:1	4.18
Ephemeral Stream	22.32	3:1	66.96
Forested Wetland	2.97	4:1	11.88
Freshwater Marsh	42.72	4:1	170.88

[10] Acreages subject to adjustment via field verification.
[11] Canals and ditches may be subject to mitigation requirements, contingent on hydrologic connectivity and site-specific features.

Intermittent Stream	199.4	3:1	598.2
Managed Wetland	0	4:1	--
Pond	39.01	3:1	117.03
Reservoir	1.35	1:1	1.35
Scrub-Shrub Wetland	6.11	4:1	24.44
Seasonal Wetland	290.72	4:1	1162.88
Riparian	49.11	3:1	147.33

4.1 Bank Credits. Permittee shall purchase habitat credits at a CDFW-approved Mitigation or Conservation Bank at the habitat-specific ratio detailed in Table 5. Prior to the purchase of bank credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of Subnotification Project Activities. Permittee shall submit the Bill of Sale and Payment Receipt to CDFW before the commencement of Project Activities for the respective subnotification.

4.2 Habitat Management (HM) Lands Acquisition and Protection. If Bank credits are unavailable or inadequate and Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then Permittee shall:

4.2.1 Transfer Fee Title of HM Lands. Transfer fee title of the HM lands to a CDFW-approved entity pursuant to terms approved in writing by CDFW. CDFW, in its sole discretion, will authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property, and will ensure that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.

4.2.2 Establish a Conservation Easement. CDFW shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. CDFW shall be expressly named in the conservation easement as a third-party beneficiary. Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended, and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the “doctrine of merger” could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee

for the conservation easement.

4.2.3 Obtain HM Lands Approval. Obtain CDFW approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three (3) months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts to streams and/or wetlands.

4.2.4 Provide HM Lands Documentation. To secure CDFW's approval of the HM lands, Permittee will provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents as required at the time of the transaction. Required documents are described at: https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=207700&inline. All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.

4.2.5 Designate a Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.

4.2.6 Implement Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=137386&inline); (2) conducting a baseline biological assessment and land survey report within four (4) months of recording or transfer; (3) developing and transferring GIS data, if applicable; (4) establishing initial fencing to the extent required; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage.

4.2.7 Provide for Interim Management (Initial and Capital). Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three (3) years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management

period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, vegetation and invasive species management, and any other expected management activities.

Permittee shall either (1) provide Security to CDFW for the minimum of three (3) years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense; (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance; or (3) establish a short-term enhancement account with a CDFW-approved entity for payment to the land manager.

4.2.8 Provide for Long-Term Management of Endowment Fund. If Permittee elects to provide HM lands to complete compensatory mitigation obligations, then Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this Agreement, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). Endowment, as used in this Agreement, shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this Agreement, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

4.2.8.1 Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.

Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government

Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).

Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

4.2.8.2 Calculate the Endowment Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. Permittee shall submit the results of the PAR to CDFW for written approval before transferring funds to the Endowment Manager.

4.2.8.3 Obtain Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Fund Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.

4.2.8.4 Determine Endowment Buffers/Assumptions. Permittee shall include in endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

- A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.
- The Endowment shall be established assuming spending will not occur for the first three (3) years after full funding.
- For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Fund Manager and CDFW.

4.2.8.5 Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Fund Manager upon CDFW approval of the Endowment Deposit Amount identified above.

4.2.8.6 Manage the Endowment. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for streams and wetlands but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.

4.3 Alternative Mitigation Options. If Compensatory Measures 4.1 and 4.2 above are not feasible for mitigation, then no later than 90 calendar days before the start of Subnotification Project Activities, Permittee shall submit to CDFW for review and approval an Alternative Mitigation Plan that identifies how permanent habitat impacts will be mitigated using alternative mitigation mechanism(s) that achieve commensurate mitigation outcomes including but not limited to: creating and implementing a Habitat Mitigation and Monitoring Plan, undertaking a habitat connectivity Project, providing for the permanent protection and management of private land, and/or establishing a Mitigation Credit Agreement to implement conservation actions identified within a Regional Conservation Investment Strategy.

4.4 Cost Estimates. For the purposes of determining the security amount for Subnotification Project Activities, Permittee shall provide a cost estimate sufficient

for CDFW or its contractors to complete the required compensatory mitigation for Subnotification Project Activities that accounts for:

4.4.1 Purchase of credits as described in Compensatory Measure 4.1;

4.4.2 Acquisition, protection, and perpetual management of HM lands, as described in Compensatory Measure 4.2, that accounts for:

4.4.2.1 Land acquisition costs for HM lands. Land acquisitions costs shall be estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements.

4.4.2.2 Start-up costs for HM lands, including initial site protection and enhancement costs;

4.4.2.3 Long-term management and monitoring funding for the endowment. Permittee shall estimate long-term management funding for the purpose of providing security to ensure implementation of HM lands management.

4.4.2.4 Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to a CDFW-authorized government entity, special district, non-profit organization, for-profit entity, person, or other.

4.5 Security. Permittee may not proceed with Project Activities in a subnotification until Permittee has furnished CDFW financial security in an amount sufficient to allow CDFW to complete compensatory mitigation the subnotification requires in the event Permittee does not meet this requirement (Security). Permittee shall provide Security as follows:

4.5.1 Security Amount. The Security shall be in an amount subject to CDFW determination. This amount is determined by CDFW based on the cost estimates identified in Compensatory Measure 4.4 above and shall be sufficient for CDFW to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

4.5.2 Security Form. The Security shall be in the form of an irrevocable letter of credit (see **Exhibit D**), or another form of Security approved in advance in writing by CDFW.

4.5.3 Security Timeline. The Security for a specific Subnotification shall be provided to CDFW no later than 30 days before Project Activities for that Subnotification begin.

4.5.4 Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.

4.5.5 Security Transmittal. Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see **Exhibit E**) or by way of an approved instrument such as escrow agreement, irrevocable letter of credit, or other.

4.5.6 Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that Permittee has failed to comply with the Protective Measures of this Agreement.

4.5.7 Security Release. The Security (or any portion of the Security then remaining) shall be released to Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of bank credits (if applicable);
- Written documentation of the acquisition of the HM lands;
- Copies of all executed and recorded conservation easements;
- Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
- Timely submission of all required reports.

Even if Security is provided, Permittee must purchase bank credits; complete the required acquisition, protection, and transfer of all HM lands, record any required conservation easements; and/or complete alternative mitigation options no later than 24 months from the approved Subnotification. CDFW may require Permittee to provide additional HM lands, bank credits, and/or additional funding to ensure that Project impacts are mitigated if Permittee does not complete these requirements within the specified timeframe.

5. Reporting Measures

Permittee shall meet each reporting requirement described below for each subnotification.

5.1 Notification of Project Initiation. The Permittee shall notify CDFW two (2) business days prior to beginning work for each Work Area identified within the subnotification Project Area. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

5.2 Notification of Project Completion. Upon completion of the Project Activity described in a subnotification, the Work Area(s) identified within the Subnotification

Project Area shall be photographed. Photographs shall be submitted to CDFW within 15 business days of Project completion. Photographs and Subnotification Project Activity completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

5.3 Notification to the California Natural Diversity Database. If any special-status species are observed during surveys or monitoring of the Work Areas identified within the subnotification, Permittee shall submit the California Natural Diversity Data Base (CNDDB) Online Field Survey Form electronically at https://www.wildlife.ca.gov/data/CNDDB/submitting-data within sixty (60) days of the sightings, and provide a copy of the submitted forms, to CDFW's Regional office as instructed in Contact Information section below.

5.4 Quarterly and Annual Status Reports. Quarterly Status Reports and an Annual Status Report shall be submitted to CDFW on or before April 30, July 31, October 31, and January 31 of each calendar year that this Agreement is valid. The Quarterly Status Report due in January may be submitted as part of the Annual Status Report, where the Annual Status Report shall include a summary of all Quarterly Status Reports submitted during the preceding calendar year. Permittee shall submit Reports that include the following:

- A summary of all Project Activities that were completed during the previous quarter and are currently ongoing, organized by subnotification, including dates of work and photo documentation including before, during, and after photos of each Subnotification Project Area where Project Activity occurred.
- A table tracking the acreages of impacts to each feature type, from every Project Activity completed during the previous quarter and cumulatively for all Project Activities completed to date under this Agreement.
- List of pre-activity surveys reports, species habitat maps, and plans submitted to CDFW during the reporting period and the dates CDFW provided approval (by subnotification).
- A summary of mitigation activities undertaken during the previous quarter, including the amount of compensatory mitigation and the type of mitigation.
- Copies of worker training sign-in sheets (Measure 3.5).
- Copies of forms submitted to CNDDB (Measure 5.3).
- Any Fish and/or Wildlife Relocation Records (Measures 3.11, 3.12, 3.32, and 3.33).
- A Revegetation and Restoration Monitoring Report (Measure 3.36) for each subnotification.

- If no work authorized by this Agreement was completed during the previous quarter, the Report shall reflect that status.

5.5 Four-Year Status Report. No later than 90 days prior to the end of each four-year period for the duration of this Agreement, Permittee shall submit to CDFW a four-year status report, as required in Fish and Game Code section 1605(g)(3). Permittee shall include the following in the report:

- A copy of this Agreement (original and all amendments);
- The status of the Project Activities authorized by this Agreement, including an evaluation of the success or failure of the Measures in this Agreement to protect fish and wildlife resources that the Project may substantially adversely affect; and
- A discussion of any factors that could increase the predicted adverse impacts to fish and wildlife resources, including a description of the resources that may be adversely affected.

CDFW shall review the Four-Year Status Report and conduct an on-site inspection with respect to this Agreement and any subnotifications approved by CDFW, in accordance with Fish and Game Code section 1605(g)(3).

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other. Permittee shall submit subnotifications, schedules, reporting, plans, etc. as required by this Agreement to CDFW electronically by email to the CDFW contact identified below. Alternately, Permittee may submit these materials to CDFW using the Environmental Permit Information Management System (EPIMS) Document Repository: https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS#55502851-document-repository.

To Permittee:

Alicia Forsythe
Sites Project Authority
PO Box 517
Maxwell, California 95955
Phone: (916) 880-0676
Email: aforsythe@sitesproject.org

To CDFW:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
EPIMS Notification No. COL-46998-R2
Phone: (916) 358-1163
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

FEES

Fees will be determined by the fee schedule in California Code of Regulations, Title 14, section 699.5. Permittee shall pay fees according to the fee schedule that is in effect at the time of fee payment:

https://wildlife.ca.gov/Conservation/Environmental-Review/LSA#55227743-fees

- Permittee shall pay an annual fee for each year of the Agreement regardless of whether Project Activities are conducted during that year or not. The annual fee amount will be specified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5) and paid to CDFW by the end of each calendar year (December 31st). Permittee may pay the annual fee in one installment or choose to split the annual fee payment into two (2) installments. Within 60 calendar days of CDFW receiving partial or full payment of the annual fee, CDFW will provide Permittee a receipt of payment.

- A per-Project fee for Project Activity shall be submitted with each subnotification. Subnotifications will not be deemed complete until the per Project fee is paid in full.

- Please make your check payable to CDFW, include the EPIMS Notification No. COL-46998-R2 on the front of the check, and mail the check to the following address:

  California Department of Fish and Wildlife
  North Central Region
  1701 Nimbus Road
  Rancho Cordova, CA 95670
  Attn: Lake and Streambed Alteration Program

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the Project or an activity related to it. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq*. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement and any subnotification at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605(b), Permittee may request one extension of this Agreement and any subnotification, provided the request is made prior to the expiration of this Agreement's term or the term of the subnotification. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, §

699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605(b) through (e).

If Permittee fails to submit a request to extend this Agreement or subnotification prior to its expiration, Permittee must submit a new notification or subnotification, whichever applies, and notification fee before beginning or continuing the Project this Agreement covers. (Fish & G. Code, § 1605, subd. (f).)

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under CEQA; and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

TERM

This Agreement shall expire ten (10) years from the date signed by CDFW. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605(a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

Exhibit A. Project Location
Exhibit B. Preliminary Project Plans
Exhibit C. Subnotification Form
Exhibit D. Irrevocable Letter of Credit Template
Exhibit E. Mitigation Payment Transmittal Form
Exhibit F. Biologist Resume Form

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project this Agreement authorizes, Permittee may

be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit A: Project Location

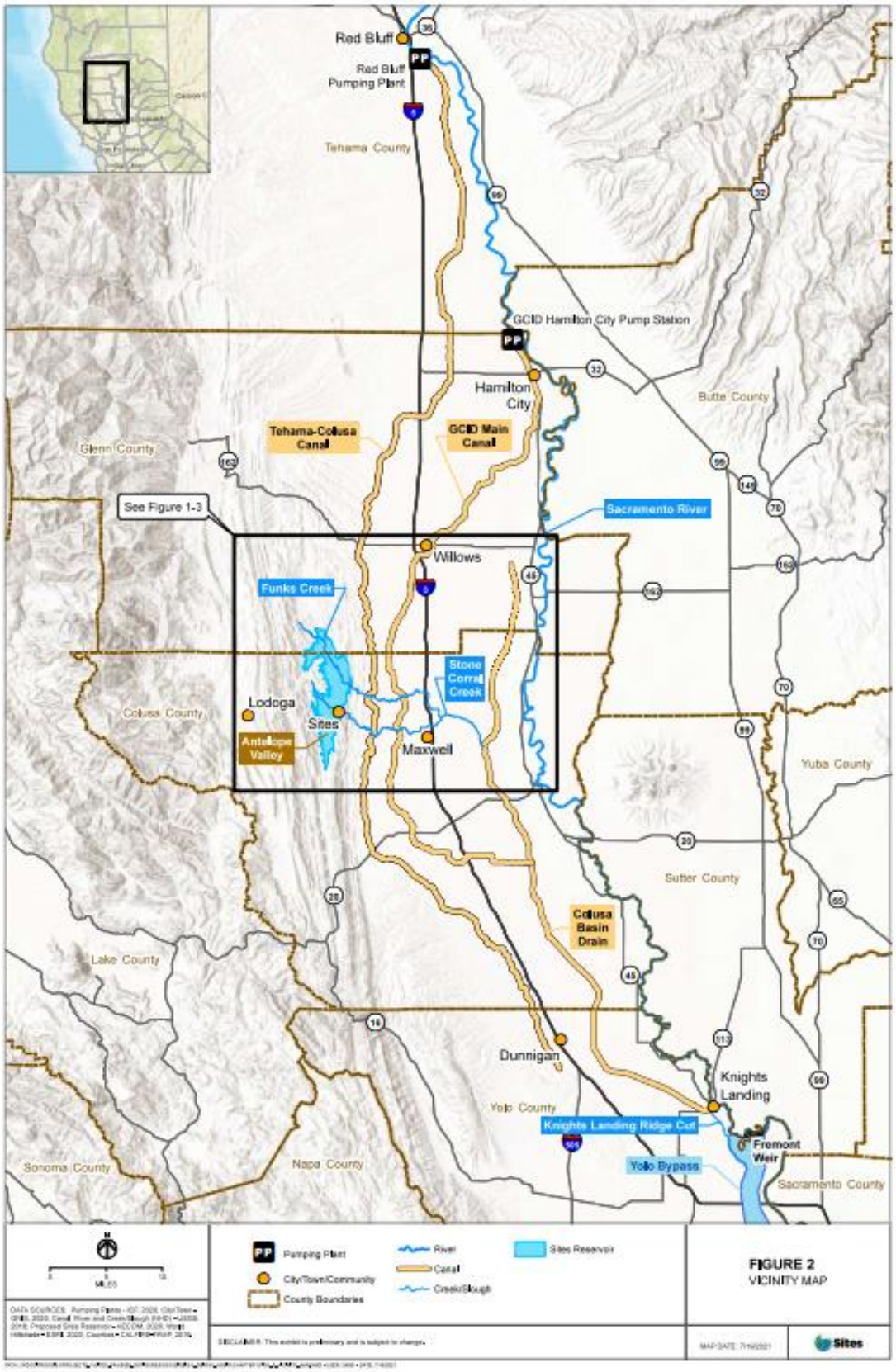

Exhibit B: Preliminary Project Plans

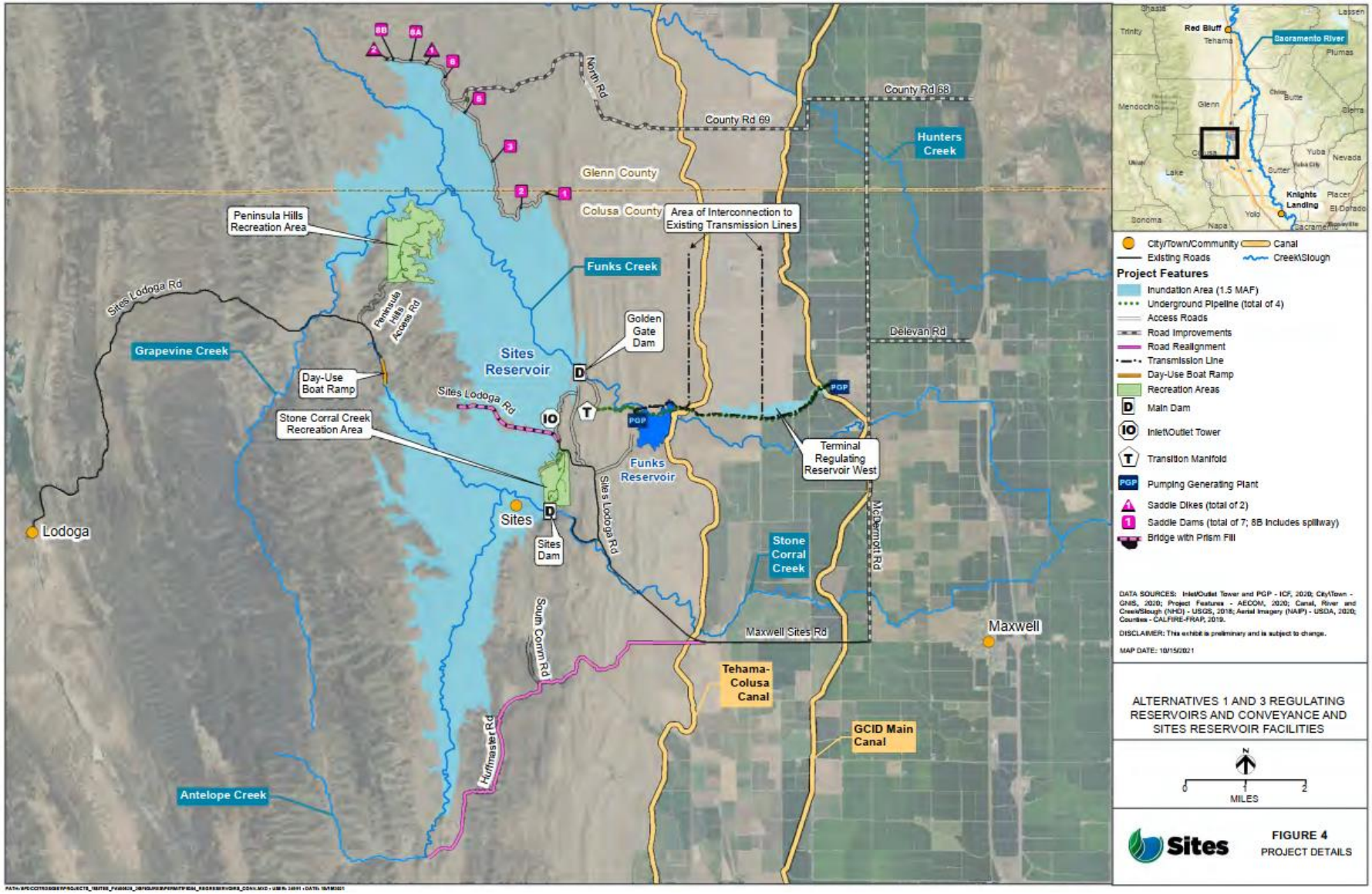

Exhibit C: Subnotification Form

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE
Sites Project Authority
Sites Reservoir Project
Master Lake and Streambed Alteration Agreement
EPIMS-46998-R2

This Subnotification Form is being submitted in accordance with the California Department of Fish and Wildlife (CDFW) Master Lake and Streambed Alteration Agreement (Agreement) EPIMS Notification No. 46998-R2, for the Sites Project Authority Sites Reservoir Project, which states that prior to initiating any Project Activity under the Agreement, notice to CDFW shall be given through the use of a Subnotification Form.

SUBNOTIFICATION #:_____ DATE OF REQUEST:_____

PROJECT NAME:_____

TOTAL NUMBER OF WORK AREAS	CURRENT YEAR SUBNOTIFICATION FEE	TOTAL AMOUNT DUE
	$	**$**

Complete each field and submit ALL required attachments. Attach additional pages if necessary.

1. PERMITTEE REPRESENTATIVE(S) FOR PROJECT ACTIVITIES

Name:	
Work Site Phone No.:	
Email:	

2. PROJECT ACTIVITY DESCRIPTION

Provide a written description of the proposed Subnotification Project Activities including all proposed developments and activities within the bed, bank, or channel. Developments and activities could include geotechnical investigations; road construction, maintenance and improvements; bridge construction, maintenance, and improvements; culvert crossings; dams and dikes; borrow areas and quarries; land clearing, grubbing, and topsoil preservation; temporary cofferdams; building and facilities construction, and maintenance; pipeline construction (open cut and trenchless stream crossings); intake facilities; discharge structures; electrical transmission lines; terminal regulating reservoir construction; Funks Reservoir excavation and reshaping; groundwater dewatering. Include in the description any aspects of a previous subnotification approved by CDFW that was not started or completed.

Provide the acreage of each habitat feature within the Subnotification Project Area on a map or plan sheet, including revisions to feature sizes following field verification. Provide a map of numbered Work Areas within the Subnotification Project Area. Provide a habitat assessment of the Subnotification Project Area and adjacent areas that may be impacted by Project Activities. The habitat assessment shall classify and quantify habitats present and describe whether habitat

elements for biological resources are present in and near Subnotification Project Areas. This preliminary habitat assessment shall inform requirements of the biological report and associated special status species habitat evaluations required in Section 7 below.

Work Area No.	Description of Project Activities

3. PROJECT ACTIVITIY TASKS AND LOCATION

Provide a list of tasks, their location, and a brief description of Activities to be completed under this subnotification using the table below.

Work Area No.	Latitude	Longitude	Name of Waterway

4. PROJECT TERM AND WORK SCHEDULE

Provide a work schedule indicating the proposed start and end dates for completing tasks associated with the Subnotification Project Activities.

Work Area No.	Start Period	End Period	Number of Workdays

5. PROJECT IMPACTS AND MITIGATION

Provide the area of permanent and temporary impacts, as well as calculations of amounts of compensatory mitigation required as result of project activities. If aquatic land covers will be impacted, including wetlands and other waters, describe permanent and/or temporary fill and/or excavation activities in cubic yards. If linear aquatic land covers (e.g., intermittent creeks) are proposed to be impacted, provide linear feet of temporary and/or permanent impacts. Quantify required tree removal or tree loss of native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches to inform Compensatory Measures. Specify units of permanent and temporary impacts in the table below.

Work Area No.	Habitat Type	Permanent Impacts	Temporary Impacts, including fill and excavation	Required Tree Removal (number to be removed above 4 inches DBH)

Provide a description of proposed compensatory mitigation actions to be taken related to Project Activities covered in this subnotification. Specify the type of mitigation (i.e., purchase of bank habitat credits, Habitat Management Lands acquisition and protection, etc.),cost estimates, and security consistent with Section 4 of the Agreement.

Work Area No.	**Mitigation Ratio[1]**	**Amount of Compensatory Mitigation (acres)**	**Type of Mitigation (e.g. Credits or HM Lands)**	**Cost Estimate**	**Security Amount**	**Security Type**

[1] See Table 5 in Master Lake and Streambed Alteration Agreement for minimum mitigation ratio requirements.

6. WORK AREA SPECIFIC AVOIDANCE AND MINIMIZATION MEASURES

Below list additional species-specific and/or activity-specific avoidance and minimization measures from the Agreement (e.g., 3.1, 3.13) to be implemented at specific Work Areas.

Work Area No.	Species-Specific Measures to be Implemented	Activity-Specific Measures to be Implemented

7. REQUIRED ATTACHMENTS

Attach the following supporting documents, unless not required for Project Activities under this subnotification:

- ☐ GIS shapefiles associated with each Subnotification Project Area map.
- ☐ A biological report assessing the Subnotification Project Area. The report shall include:
  - A description of the methodology used to conduct Pre-Construction Wildlife Surveys and species-specific surveys.
  - Which (if any) of the special status species identified in Table 1 and Table 2 of the Master Lake and Streambed Alteration Agreement, their supporting habitat, or sensitive natural communities have the potential to occur within or near the Subnotification Project Areas.
    - If habitat for special status species is present within or adjacent to the Subnotification Project Area and may be impacted, then the biological report shall include an evaluation of habitat quality that considers vegetation composition and structure, physical features (e.g., soils, elevation), micro-climate, surrounding area, presence of predatory species, available resources (e.g., prey items, nesting substrates), and land use patterns.
- ☐ An engineering plan showing all activities to occur within the Subnotification Project Area. Engineering plans shall be at 60% design completion, at a minimum, unless otherwise agreed to with CDFW in writing.
- ☐ Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form (Exhibit F)
- ☐ Wildlife Relocation Plan
- ☐ Results of one-time Plant Survey
- ☐ Diversion Plan
- ☐ Jack and Drill Plan
- ☐ Horizontal Directional Drilling Plan
- ☐ Frac-Out Contingency Plan
- ☐ Geotechnical Drilling Plan

Exhibit D: Irrevocable Letter of Credit Template

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. [***Number issued by financial institution***]

Issue Date: [***date***]

Beneficiary:

Department of Fish and Wildlife
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Mitigation Account Coordinator

Amount: U.S. $[***dollar number***] [(***dollar amount***)]

Expiry: [***Date***] at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, Sites Project Authority ("Applicant"), we, [**Name of *financial institution***] ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. $[***dollar number***] [(***dollar amount***)] ("Principal Sum").

2. We are informed this Credit is and has been established for the benefit of the CDFW pursuant to the terms of the Master Lake and Streambed Alteration Agreement for the Sites Reservoir Project issued by the CDFW to the Applicant on [***date***] (Master Lake and Streambed Alteration Agreement COL-46998-R2) ("Permit").

3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Section 4 of the Permit ("Mitigation Requirements").

4. We are finally informed that this Credit is intended by the CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.

5. The CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A, which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an "Authorized Representative" of the CDFW as defined in paragraph 12 below. Presentation by the CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.

7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to the CDFW, or to the account of the CDFW, in immediately available funds, as the CDFW shall specify.

8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give the CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.

9. Upon being notified that the demand for payment was not effected in conformity with the Credit, the CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.

10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to the CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.

11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of the CDFW, as defined in paragraph 12 below.

12. An "Authorized Representative" shall mean either the Director of the Department of Fish and Wildlife, the General Counsel of the Department of Fish and Wildlife, or a Regional Manager of the Department of Fish and Wildlife.

13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify the CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.

14. Communications with respect to this Credit shall be in writing and addressed to us at [**name and address of *financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for the CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, 1416 Ninth Street, 12th Floor, Sacramento, California 95814-2090 Attn: HCPB Mitigation Account Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.

16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.

17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.

18. We hereby agree with the CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.

19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[***Name of financial institution****]*

By: _____
Name: _____
Title: _____

Exhibit E: Mitigation Payment Transmittal Form

Project Applicant Instructions: Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT**. Make sure to include Project Name, Project Tracking Number, and FASB Mitigation Tracking Number (if available) on the attached payment type.

(1) **DATE:** _____

TO: _____REGIONAL MANAGER_____
1701 Nimbus Road, Suite A Rancho Cordova, CA 95670

(2) **FROM:** _____
Name

_____
Mailing Address

_____
City, State, Zip

_____
Telephone Number/FAX Number

(3) **RE:** Sites Reservoir Project

(4) **AGREEMENT/ACCOUNT INFORMATION:**
(check the applicable type)

☐ 2081 Permit ☐ Conservation Bank ☒ 1602 Agreement

☐ 2835 NCCP ☐ Other _____

_____ 2081-2022-006-02_____

_____
[FASB Mitigation Tracking Number (if available)]

Index _____ PCA_____

(5) PAYMENT TYPE (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check information:

Total $_____ Check No. _____

Account No. _____ Bank Routing No. _____

a. Endowment: for Long-Term Management Subtotal
$_____

b. Habitat Enhancement Subtotal $_____

c. Security:

1. Cash Refundable Security Deposit Subtotal $_____

2. Letter of Credit Subtotal $_____

1. Financial Institution: _____

2. Letter of Credit Number: _____

3. Date of Expiration: _____

Exhibit F. Biologist Resume Form

EACH RESUME MUST BE SUBMITTED AS A SEPARATE FILE

Number of Resumes Included in Transmittal: _____

Name	Requested Role(s)[1]	Species/Resource(s)

[1] Requested roles correspond to the biological staffing requirements indicated in the Lake and Streambed Alteration (LSA) Agreement or Incidental Take Permit (ITP). Roles may include a "Designated Biologist" with the necessary experience to survey for special status species, or a "Biological Monitor" with the necessary experience to monitor construction activities for special status species. An individual may request more than one role.

SECTION 1. NAME AND CONTACT INFORMATION

Name:		**Title:**	
Company Name & Address:		**Phone:**	
		Email:	

SECTION 2. EDUCATION

College/University & Degree Type Related to Natural Resource Science:	
Other Relevant Workshops & Training:	

SECTION 3. ROLE(S) AND PERMIT REQUIREMENTS

Requested Role(s):	
Relevant LSA Agreement Measures or ITP Conditions[2]:	

SECTION 4. SPECIES AND RESOURCE EXPERIENCE – <u>SUMMARY</u>

LSA Agreement/ITP Special Status Species & Other Sensitive Resources

This section summarizes experience for species and other resource. Use one line for: 1) each species or other resource where surveys or special protections are required in the LSA Agreement/ITP <u>for which the biologist is requesting approval</u>.[3] If more space is needed, add rows to this table. Provide details in Section 5.

Species or Resource	**Number of Field Seasons & Hours, Life Stages Observed** *Provide project details in Section 5*	**Life History Knowledge** *Describe formal workshops & training with dates, or informal training details*	**CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities** *This form does not fulfill SCP, MOU, & USFWS 10a1a reporting requirements*	
Insert Species or Resource 1	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 4	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:

[2] List all measures and conditions from the LSA Agreement or ITP requiring biological staff (i.e., Designated Biologist or Biological Monitor).

[3] Often LSA Agreements/ITPs require surveys and other protections for multiple species and other resources. Include only those for which the biologist has experience and is requesting approval.

SECTION 5. SPECIES AND RESOURCE EXPERIENCE – DETAILS

This section provides detailed experience from the three most recent and relevant projects for each species and resource identified in Section 4. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).			
Insert Species or Resource 1			
Project 1 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s)[4]:**	
Survey Type(s)[5]:		**Construction Monitoring[6]:**	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB[7] (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If not reported to CNDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring:**	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If not reported to CNDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring:**	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If not reported to CNDDB, why:			

[4] Insert the role as described in the associated LSA Agreement, ITP or other agency permit. If these permits were not issued,
describe the role based on the duties, e.g., “lead biologist with handling authorization” or “biological monitor.”
[5] For example, pre-construction survey or description of the protocol or guideline followed.
[6] Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).
[7] CNDDB is the abbreviation for California Natural Diversity Database.

CDFW and Other Agency Email:			
Additional Information:			
Insert Species or Resource 2			
Project 1 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring**:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring**:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring:**	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			

Insert Species or Resource 3			
Project 1 Name & Location:		**Project Start & End Dates:**	

LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring**:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring**:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring:**	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			
Insert Species or Resource 4			
Project 1 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	

Survey Type(s):		**Construction Monitoring**:	Days: Activities:

Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring**:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number::		**Role(s):**	
Survey Type(s):		**Construction Monitoring:**	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			