

INFORMATION HANDOUT

For Contract No. 08-1E1004

At 08-Riv-79-R33.9

Identified by

Project ID 0813000152

AGREEMENTS

California Department of Fish and Wildlife

Notification No. [1600-2015-0238-R6](#)

MATERIALS INFORMATION

Original Ground and Horizontal Alignment

Water Source Information

For non-portable water source near the project area contact:

[Jeremiah Akin – Recycled Water Coordinator](#)

[Eastern Municipal Water District – P.O. BOX 8300](#)

[2270 Trumble Rd. Perris, CA 92572-8300](#)

[Phone: \(951\) 928-3777 Ext. 4412.](#)

[Email: \[akinj@emwd.org\]\(mailto:akinj@emwd.org\)](#)

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
78078 COUNTRY CLUB DRIVE, SUITE 109
BERMUDA DUNES, CA 92003



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2015-0238-R6
Unnamed Drainages/San Jacinto River

CALIFORNIA DEPARTMENT OF TRANSPORTATION
RIV 79 GILMAN SPRINGS

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and California Department of Transportation (Permittee) as represented by Craig Wentworth.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on November 30, 2015 that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed the 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 the Agreement.

PROJECT LOCATION

The project (Figure 1) is located at multiple channels that are tributary to the San Jacinto River at the intersection of State Route (SR) 79 and Gilman Springs Road about 5 miles northwest of the City of San Jacinto in the County of Riverside, State of California; Latitude 33.845634⁰ N, Longitude 117.004046⁰ W. Section 5, Township 4 South, Range 1 West, U.S. Geological Survey (USGS) map Lakeview, San Bernardino Meridian.

PROJECT DESCRIPTION

The project (Figure 2) is limited to the relocation, reconstruction, and/or replacement of culverts at six drainages as part of the installation of a traffic signal and the construction

of a 12-foot through-lane in both directions on Gilman Springs Road at the intersection with SR-79. All six culverts will be relocated and five of the six culverts will be reconstructed with larger diameter pipes.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: burrowing owl (*Athene cunicularia*), San Bernardino kangaroo rat (*Dipodomys merriami parvus*), Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), migrant bird species, and all other fish and wildlife resources in the project vicinity.

The adverse effects the project could have on the fish or wildlife resources identified above include: temporary disturbance to burrowing owl, San Bernardino kangaroo rat, Los Angeles pocket mouse, and migrant bird species that may use foraging habitat in the project area, temporary loss of foraging habitat for burrowing owl, San Bernardino kangaroo rat, Los Angeles pocket mouse, and migrant bird species. In addition, the project will have the following impacts on streambed:

Temporary impacts to 0.166 acres of vegetated streambed (Figure 2).

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

- 1.5 Take of Nesting Birds. Sections 3503, 3503.5, and 3513 of the California Fish and G. Code prohibit the take of all birds and their active nests, including raptors and other migratory non-game birds (as listed under the United States Migratory Bird Treaty Act).

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Biological Monitor. A CDFW-approved biologist (Biological Monitor) shall perform any surveys required by this Agreement and conduct the Education Program specified in Measure 2.9. **Permittee shall obtain CDFW approval of the biological monitor(s) 30 days prior to initiation of any project activities in jurisdictional areas.** The Biological Monitor shall delineate the limits of grading and the jurisdictional areas, perform necessary surveys, and take photographs during the construction process, as required by this Agreement. The Biological Monitor is required to halt construction activities if threatened or endangered species are at risk from project activities and notify the appropriate agencies immediately. The Biological Monitor shall have proven knowledge of the general area and experience with sensitive species present in the project area.
- 2.2 Burrowing Owl. Two pre-construction surveys will be required for burrowing owls. The first survey will be conducted during peak activity period (one hour before to two hours after sunrise or two hours before to one hour after sunset) between 14 and 30 days prior to the start of construction. The second survey will be performed within the 24-hour period prior to ground disturbance. **Permittee shall obtain CDFW approval of the biologist(s) 30 days prior to performing surveys.** All suitable habitat within the impact area and a 500-foot buffer (where practicable) will be surveyed. If owls are located during the surveys, a buffer area will be established according to guidelines included in the March 7, 2012 DFG *Staff Report on Burrowing Owl Mitigation* (Staff Report) if located between February 1 and August 31 (nesting season). A modified buffer reduction may be used with CDFW concurrence. If located outside this time period (i.e. the non-breeding season), owls may be passively relocated by a qualified biologist according to the procedures outlined in the Staff Report or a modified buffer reduction may be used with CDFW concurrence. If burrowing owls are found on site, the Permittee shall submit the survey results to the CDFW Region 6, 78078 Country Club Drive, Suite 109, Bermuda Dunes, CA 92203. **ATTN: Streambed Team**, at least five days prior to commencing project activities pursuant to the Agreement. **Please reference SAA# 1600-2015-0238-R6.**
- 2.3 Nesting Birds (General). The following measures will be implemented to avoid and minimize impacts to nesting birds. If the nesting season cannot be avoided and construction between March 1st to September 15th (January 1st to July 31st for

Raptors), the Permittee will do the following to avoid and minimize impacts to nesting birds:

2.3.1 No less than 30 days prior to initiating project activities, including site preparation and staging, Permittee shall submit to CDFW for review and approval a Nesting Bird Plan (NBP) that includes project specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur and that the project complies with all applicable laws related to nesting birds and birds of prey. The NBP shall include, at a minimum: monitoring protocols; survey timing and duration; copies of survey and nest monitoring datasheets, and procedures for submittal to CDFW; and project-specific avoidance and minimization measures including, but not limited to: project phasing and timing, monitoring of project-related noise, sound walls, and buffers, where appropriate. The Permittee shall submit the NBP to the CDFW Region 6, 78078 Country Club Drive, Suite 109, Bermuda Dunes, CA 92203. **ATTN: Streambed Team. Please reference SAA# 1600-2015-0238-R6.**

2.3.2 Bird surveys will be performed as described below. A CDFW-approved biologist(s) shall survey the entirety of the project site, and within a recommended 500-foot buffer (where feasible) surrounding the project site for nesting birds, prior to commencing project activities (including construction and/or site preparation). Surveys shall be conducted by the approved biologist(s) at the appropriate time(s) of day, no more than three days prior to commencement of project activities. Documentation of surveys and findings shall be submitted to CDFW for review prior to conducting project activities. If an active bird nest is located, the approved biologist(s) shall implement and monitor specific avoidance and minimization measures as specified in the CDFW-approved NBP (refer to Measure 2.1.1).

Migratory non-game native bird species are protected by international treaty under the federal Migratory Bird Treaty Act (MBTA) of 1918, as amended (16 U.S.C. 703 et seq.). In addition, Sections 3503, 3503.5, and 3513 of the FGC afford the following protective measures: Section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by FGC or any regulation made pursuant thereto; Section 3503.5 states that it is unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by FGC or any regulation adopted pursuant thereto; and Section 3513 states that it is unlawful to take or possess any migratory nongame bird as designated in the Migratory Bird Treaty Act or any part of such migratory nongame bird except as provided by rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Treaty Act.

- 2.4 Temporary Small Mammal Exclusion Fencing and ESA Fencing. The construction area for the culvert reconstruction identified as Number 8 in Figure 2 is immediately adjacent to Designated Critical Habitat for San Bernardino kangaroo rat (SBKR). In order to avoid impacts to SBKR that may use the existing culvert for movements to SBKR habitat on both sides of Gilman Springs Road, this construction site will be fenced with temporary small mammal exclusion fencing. The area within the fencing will be surveyed by a CDFW-approved biologist for San Bernardino kangaroo rats and active burrows prior to fencing. The CDFW-approved biologist will be onsite during fence construction. Exclusionary fencing will consist of a solid material with a smooth finish to prevent rodents from climbing over the fence. The exclusion fence will be buried to at least 12 inches and have a minimum height of four feet above ground. All other work areas (culvert relocation, reconstruction, and/or replacement) shall have the project areas clearly delineated with construction (ESA) fencing.
- 2.5 Timing of Construction. Only one construction (culvert relocation, reconstruction, and/or replacement) site will be under construction at a given point in time in order to allow the use of adjacent culverts for north and south movements of small mammals past the barrier of Gilman Springs Road.
- 2.6 Pollution and Litter. The Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of the Permittee to ensure compliance.
- 2.6.1 The Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.6.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.6.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by the Permittee or any party working under contract or with the permission of the Permittee, shall be removed immediately.

- 2.6.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.6.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.7 Non-native plant species. CDFW recommends the use of native plants to the greatest extent feasible in the landscaped areas adjacent to and/or near mitigation/open space areas and within or adjacent to stream channels. Permittee shall not plant, seed, or otherwise introduce invasive non-native plant species to the landscaped areas adjacent to and/or near mitigation/open space areas and within or adjacent to stream channels (minimum 100 foot setback from open space areas and 150 foot setback from stream channels and wetland/riparian mitigation sites). Invasive non-native plant species not to be used include those species listed on the "California Invasive Plant Inventory, February 2006" and the "February 2007 Inventory Update", (which are updates to Lists A & B of the California Exotic Pest Plant Council's list of "Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999"). This list includes: pepper trees, pampas grass, fountain grass, ice plant, myoporum, black locust, capeweed, tree of heaven, periwinkle, bush lupine, sweet alyssum, English ivy, French broom, Scotch broom, Spanish broom, and pepperweed. A copy of the complete list can be obtained by contacting the California Invasive Plant Council by phone at (510) 843-3902, at their website at www.cal-ipc.org, or by email at info@cal-ipc.org.
- 2.8 Best Management Practices. Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site 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. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.9 Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from a CDFW-approved biologist that

includes a discussion of the biology and general behavior of and all other sensitive species in the area, information about the distribution and habitat needs of these species, sensitivity of these species to human activities, sensitive species status pursuant to the California Endangered Species Act (CESA) including legal protection, and Project-specific protective measures described in this Agreement. 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 work in the Project Area. Upon completion of the program, employees shall sign a form (signature sheet) stating they attended the program and understand all protection measures. A copy of the signature sheet for this training will be provided to CDFW.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Invasive Species Control. Invasive, non-native plants will be removed and/or controlled within the project site, as needed, for a period of five years post-project completion. The project site is defined as the area temporarily and/or permanently impacted by the project. Invasive species control will be accomplished through the means described in the Habitat Mitigation and Monitoring Plan (HMMP) (see Measure 4.1). Success criteria will also be described in the HMMP.
- 3.2 Invasive Plant Monitoring. Occurrence of invasive, non-native plants will be monitored within the project site for five years post-project completion as described in the HMMP.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Habitat Mitigation and Monitoring Plan. **No later than 90 days** after the signature to this Agreement and prior to the initiation of any project activities in state jurisdictional areas, the Permittee will submit to CDFW for approval a HMMP designed to meet the overall goals identified in section 3. At a minimum, the HMMP shall include the following information related to the project site: (a) a description of the existing physical conditions at the project site, (b) a plan for control of non-native invasive plant species and (c) success criteria for achieving invasive plant species control.
- 4.2 Photo Documentation. Six photo monitoring points will be established at the project site. One photo monitoring point will be located downstream of each new culvert. At each culvert, the photo monitoring point will be established at a location that will provide an unobstructed view of impacted streambed area. Photo documentation

will be performed from each point prior to project initiation and after project completion. These photos will be included in the Project Completion Report (see Measure 4.3). Photo documentation will also be performed annually at the aforementioned photo points and included in the Annual Reports (see Measure 4.4).

- 4.3 Project Completion Report. **No later than 90 days after project completion, the Permittee will submit to CDFW a report that summarizes all project activities including the implementation of all items specified in Section 2. This report will include but not be limited to: photo documentation, all survey results, avoidance/minimization measures implemented and maps that display work areas, surveyed areas and locations of any species specified in Section 2 and/or any nest of species specified in Section 2.**
- 4.4 Annual Reporting. An annual report will be submitted to CDFW for five years following signature of this Agreement reporting project status. After project initiation, the annual report will include photo documentation, documentation of invasive species control and monitoring activities and the degree of achievement of success criteria for each year of the Agreement. Reports will be due 60 days after the end of the calendar year. **The next annual report for the 2016 calendar year is due no later than March 1, 2017.** Additionally Annual Reports will be submitted as described in the HMMP for the duration of time covered by the HMMP (approximately five years post-completion of project activities).
- 4.5 Notification to the California Natural Diversity Data Base (CNDDDB). If any sensitive species are observed on or in proximity to the project site, or during project surveys, the Permittee shall submit CNDDDB forms and maps to the CNDDDB within five working days of the sightings, and provide the regional CDFW office with copies of the CNDDDB forms and survey maps. The CNDDDB form is available online at www.dfg.ca.gov/whdab/pdfs/natspec.pdf. **This information shall be mailed within five days to: California Department of Fish and Wildlife Natural Diversity Data Base, 1807 13th Street, Suite 202, Sacramento, CA 95814. Phone (916) 324-3812. A copy of this information will be mailed within five days to the CDFW Region 6, 78078 Country Club Drive, Suite 109, Bermuda Dunes, CA 92203. ATTN: Streambed Team. Please reference SAA# 1600-2015-0238-R6.**
- 4.6 Notification of Start of Construction. The Permittee shall notify CDFW, in writing, at least five days prior to initiation of project activities in state jurisdictional areas and at least five days prior to completion of project activities in jurisdictional areas. Notification shall be mailed to the CDFW Region 6, 78078 Country Club Drive, Suite 109, Bermuda Dunes, CA 92203. **ATTN: Streambed Team. Please reference SAA# 1600-2015-0238-R6.**

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.

To Permittee:

Craig Wentworth
California Department of Transportation
464 West 4th Street, 6th Floor, MS 822
San Bernardino, CA 92401
(909) 383-6494
Craig.wentworth@dot.ca.gov

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
78078 Country Club Drive, Suite 109
Bermuda Dunes, CA 92203
Attn: Lake and Streambed Alteration Program – Charles Land
Notification #1600-2015-0238-R6
(760) 200-9358
Charles.Land@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the 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 the 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.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the 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 the Agreement.

Before CDFW suspends or revokes the 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 the 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 the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the 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 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.

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 FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the 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 the 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 the Agreement 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 the 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 the 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 FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. 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 FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

EFFECTIVE DATE

The 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 the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on December 31, 2021, unless it is terminated or extended before then. All provisions in the 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 the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

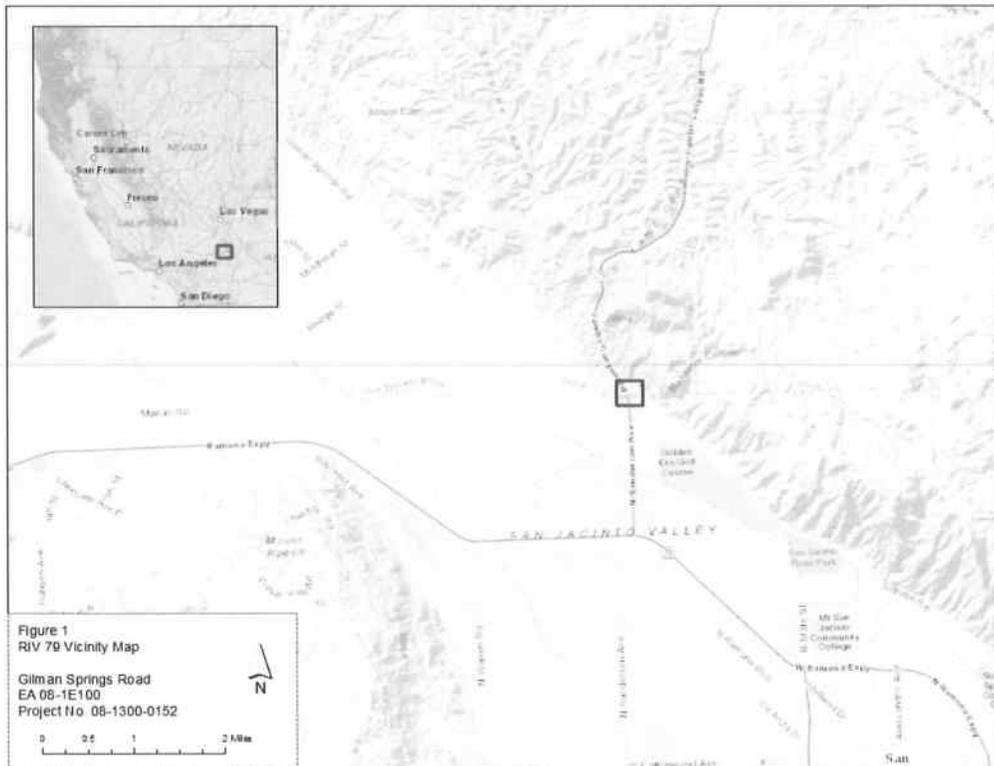
EXHIBITS

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

Exhibit A. Two Maps/Diagrams

Figure 1. RIV 79 Gilman Springs Vicinity Map.

Figure 2. RIV 79 Gilman Springs Site Map.





AUTHORITY

If the person signing the 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.

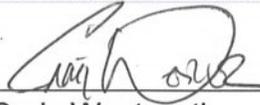
AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR CALIFORNIA DEPARTMENT OF
TRANSPORTATION**



Craig Wentworth
Senior Environmental Planner

3/10/2016

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



David Elms
Environmental Program Manager

3/10/2016

Date

Prepared by: Charles Land
Environmental Scientist