

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD., SUITE C-220
ONTARIO, CALIFORNIA 91764



STREAMBED ALTERATION AGREEMENT
EPIMS-SBR-58560-R6
Unnamed Desert Washes

SOUTHERN CALIFORNIA GAS COMPANY
TIMP LINE 235 AND LINE 3000 EL DORADO-LUGO-MOHAVE ALTERNATING
CURRENT PIPELINE MITIGATION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Southern California Gas Company (SoCal Gas) (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on April 16, 2025 that Permittee intends to complete the 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 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 TIMP Line 235 and Line 3000 El Dorado-Lugo-Mohave Alternating Current Pipeline Mitigation Project (Project) is located across pipeline at numerous unnamed washes in the Mojave Desert. The Project is expected to occur at its western extent from near Hector, and to its eastern extent near Homer, in the County of San Bernardino, State of California. The Project is expected to occur linearly on SoCal Gas's TIMP Line 235 (L235) pipeline and Line 3000 (L3000) pipeline along SoCal Gas's designated post mileage system. The extent of the Project on L235 stems from near post mile (PM) 45.53 to near PM 104.90, and on L3000 near PM 100.90 to near PM 114.30. The Project occurs at 248 locations at designated sections within each pipeline (see Table 1). Reference to Project area(s), Project site(s), or Project location(s) will hereafter refer to areas in Table 1 that are subject to Fish and Game Code section 1602.

Table 1. Project Locations

Drainage Feature/Project	Description	Latitude	Longitude
NWW-100	L-3000 Section 2 – Work Area	34.742945	-116.211628
NWW-101	L-3000 Section 2 – Work Area	34.742319	-116.205927
NWW-102	L-3000 Section 2 – Work Area	34.742696	-116.210324
NWW-103	L-3000 Section 2 – Work Area	34.741564	-116.200843
NWW-104	L-3000 Section 1 (Double) – Work Area	34.741257	-116.19765
NWW-105	L-3000 Section 1 (Double) – Work Area	34.740984	-116.194374
NWW-12	L-3000 Section 12 – Work Area	34.776199	-116.395065
NWW-129	L235 CTS 7 - Work Area	34.78587	-116.400132
NWW-132	L235 Section 22 – Work Area	34.786152	-116.392527
NWW-134	L235 Section 21 – Work Area	34.786828	-116.380847
NWW-135	L235 Section 21 – Work Area	34.786649	-116.378282
NWW-145	L235 Section 21 – Work Area	34.783573	-116.366583
NWW-146	L235 Section 20 - (Double) Work Area	34.782974	-116.364245
NWW-147	L235 Section 18 – Work Area	34.77275	-116.3275
NWW-15	L-3000 Section 11 – Work Area	34.77695	-116.383397
NWW-156	L235 Section 17 – Work Area	34.760316	-116.294835
NWW-157	L235 Section 17 – Work Area	34.75967	-116.2935
NWW-158	L235 Section 17 – Work Area	34.758944	-116.29204
NWW-161	Access Road	34.75787	-116.2875
NWW-162	L235 Section 17A – Work Area	34.757889	-116.28715
NWW-17	L-3000 Section 10 – Work Area	34.776225	-116.38025

NWW-173	Access Road	34.754913	-116.272168
NWW-174	L235 CTS 5 - Work Area	34.754391	-116.268671
NWW-175	Access Road	34.753149	-116.262612
NWW-181	Access Road	34.751099	-116.251986
NWW-182	Access Road	34.75074	-116.250003
NWW-184	Access Road	34.75028	-116.246656
NWW-189	L235 Section 16 – Work Area	34.748266	-116.230738
NWW-190	L235 Section 16 – Work Area	34.748128	-116.229596
NWW-199	L235 CTS 4 - Work Area	34.743233	-116.194314
NWW-206	L235 Section 15 – Work Area	34.752017	-116.170938
NWW-207	L235 Section 15 – Work Area	34.752525	-116.16959
NWW-208	L235 Section 15 – Work Area	34.753789	-116.166444
NWW-212	L235 Section 14 – Work Area	34.75958	-116.151181
NWW-213	L235 Section 14 – Work Area	34.760287	-116.149297
NWW-214	L235 Section 14 – Work Area	34.76111	-116.147306
NWW-215	L235 Section 14 – Work Area	34.761283	-116.146824
NWW-216	L235 Section 14 – Work Area	34.761617	-116.145934
NWW-217	L235 Section 14 – Work Area	34.761854	-116.145125
NWW-218	L235 Section 14 – Work Area	34.762033	-116.14464
NWW-219	L235 Section 14 – Work Area	34.762549	-116.14326
NWW-220	L235 Section 14 – Work Area	34.76426	-116.138688
NWW-221	L235 Section 14 – Work Area	34.764615	-116.137802
NWW-222	L235 Section 14 – Work Area	34.765501	-116.135622
NWW-23	L-3000 Section 10 – Work Area	34.776006	-116.377351
NWW-231	L235 Section 12 - Work Area	34.797882	-116.0425
NWW-234	Access Road	34.800682	-116.032226

NWW-235	Access Road	34.801583	-116.028452
NWW-236	Access Road	34.801918	-116.027301
NWW-237	L235 Section 11 - Work Area	34.806746	-116.021366
NWW-24	L-3000 Section 10 – Work Area	34.775876	-116.376078
NWW-240	Access Road	34.81403	-116.0135
NWW-242	Access Road	34.815263	-116.010202
NWW-245	Access Road	34.815379	-116.005943
NWW-247	Access Road	34.815341	-116.001255
NWW-248	Access Road	34.815303	-115.99983
NWW-253	L235 Section 10 - Work Area	34.815392	-115.994312
NWW-254	L235 Section 10 - Work Area	34.815746	-115.991717
NWW-256	Access Road	34.81579	-115.990373
NWW-257	L235 Section 10 - Work Area	34.816204	-115.989035
NWW-259	L235 Section 10 - Work Area	34.817188	-115.985889
NWW-260	L235 Section 10 - Work Area	34.817694	-115.983609
NWW-262	Access Road	34.819289	-115.978555
NWW-263	L235 Section 9 – Work Area	34.820992	-115.972896
NWW-264	L235 Section 9 – Work Area	34.822132	-115.968792
NWW-265	L235 CTS 3 - Work Area	34.825272	-115.957518
NWW-285	L235 Section 8 – Work Area	34.831353	-115.936374
NWW-286	L235 Section 8 – Work Area	34.83155	-115.935672
NWW-287	L235 Section 8 – Work Area	34.831701	-115.934876
NWW-288	L235 Section 8 – Work Area	34.831934	-115.933962
NWW-289	L235 Section 8 – Work Area	34.832166	-115.933283
NWW-290	L235 Section 8 – Work Area	34.832629	-115.93114
NWW-291	L235 Section 8 – Work Area	34.832858	-115.930383
NWW-292	L235 Section 8 – Work Area	34.833115	-115.929828

NWW-293	L235 Section 8 – Work Area	34.833151	-115.929174
NWW-294	L235 Section 8 – Work Area	34.833343	-115.929163
NWW-295	L235 Section 8 – Work Area	34.833609	-115.928606
NWW-296	L235 Section 8 – Work Area	34.833952	-115.926889
NWW-297	L235 Section 8 – Work Area	34.834275	-115.926246
NWW-298	L235 Section 8 – Work Area	34.83439	-115.925497
NWW-310	L235 Section 7 – Work Area	34.837481	-115.914666
NWW-311	L235 Section 7 – Work Area	34.838766	-115.909421
NWW-312	L235 Section 7 – Work Area	34.839555	-115.907186
NWW-313	L235 Section 7 – Work Area	34.840139	-115.905203
NWW-314	L235 Section 7 – Work Area	34.840428	-115.90435
NWW-345	L235 Section 6 – Work Area	34.847424	-115.879026
NWW-346	L235 Section 6 – Work Area	34.848164	-115.877043
NWW-347	L235 Section 6 – Work Area	34.847973	-115.87722
NWW-348	L235 Section 6 – Work Area	34.84818	-115.876294
NWW-350	L235 Section 6 – Work Area	34.848585	-115.874923
NWW-351	L235 Section 6 – Work Area	34.848665	-115.874549
NWW-352	L235 Section 6 – Work Area	34.84889	-115.874
NWW-358	Access Road	34.850503	-115.868423
NWW-359	Access Road	34.850641	-115.868001
NWW-364	Access Road	34.851348	-115.865274
NWW-38	Access Road	34.768122	-116.340597
NWW-398	Access Road	34.860519	-115.832327
NWW-4	Access Road	34.777435	-116.409922
NWW-44	Access Road	34.762916	-116.317986
NWW-45	Access Road	34.76265	-116.317

NWW-452	Access Road	34.869102	-115.785938
NWW-453	Access Road	34.869182	-115.785482
NWW-459	Access Road	34.870128	-115.779923
NWW-46	L-3000 Section 8 – Work Area	34.762519	-116.316087
NWW-461	Access Road	34.870646	-115.777141
NWW-462	Access Road	34.871172	-115.774594
NWW-467	Access Road	34.87274	-115.767838
NWW-47	L-3000 Section 8 – Work Area	34.762201	-116.315741
NWW-48	L-3000 Section 8 – Work Area	34.762169	-116.314894
NWW-49	Access Road	34.761873	-116.313547
NWW-491	L235 Section 5 – Work Area	34.879638	-115.736765
NWW-492	L235 Section 5 – Work Area	34.880057	-115.735103
NWW-493	L235 Section 5 – Work Area	34.880141	-115.734594
NWW-494	L235 Section 5 – Work Area	34.880362	-115.733595
NWW-495	L235 Section 5 – Work Area	34.881094	-115.73023
NWW-496	L235 Section 5 – Work Area	34.881304	-115.729351
NWW-497	L235 Section 5 – Work Area	34.881348	-115.728543
NWW-498	L235 Section 5 – Work Area	34.881702	-115.727666
NWW-499	L235 Section 5 – Work Area	34.881686	-115.727106
NWW-50	L-3000 Section 7 – Work Area	34.761552	-116.311966
NWW-500	L235 Section 5 – Work Area	34.881916	-115.726536
NWW-502	L235 Section 5 – Work Area	34.882019	-115.725011
NWW-503	L235 Section 5 – Work Area	34.882114	-115.724632
NWW-504	L235 Section 5 – Work Area	34.882247	-115.723935
NWW-505	L235 Section 5 – Work Area	34.883008	-115.720943

NWW-51	L-3000 Section 6 – Work Area	34.75945	-116.302289
NWW-516	Access Road	34.885843	-115.706552
NWW-517	Access Road	34.88602	-115.706069
NWW-518	Access Road	34.886377	-115.704357
NWW-52	L-3000 Section 6 – Work Area	34.758572	-116.298147
NWW-53	L-3000 Section 6 – Work Area	34.758099	-116.295977
NWW-54	L-3000 Section 6 – Work Area	34.757869	-116.294281
NWW-57	L-3000 Section 6 – Work Area	34.757772	-116.293756
NWW-58	L-3000 Section 6 – Work Area	34.757711	-116.293479
NWW-59	L-3000 Section 6 – Work Area	34.75758	-116.2932
NWW-6	L-3000 Section 13 – Work Area	34.777245	-116.40867
NWW-60	L-3000 Section 6 – Work Area	34.757372	-116.292641
NWW-602	Access Road	34.897648	-115.650008
NWW-603	Access Road	34.89787	-115.648805
NWW-604	Access Road	34.89785	-115.6487
NWW-605	Access Road	34.898029	-115.647653
NWW-606	Access Road	34.898428	-115.64614
NWW-607	Access Road	34.898542	-115.645144
NWW-608	Access Road	34.898676	-115.644791
NWW-609	Access Road	34.89881	-115.643905
NWW-61	L-3000 Section 6 – Work Area	34.757159	-116.291871
NWW-610	Access Road	34.898931	-115.643389
NWW-611	Access Road	34.898981	-115.643045
NWW-612	Access Road	34.899099	-115.642729
NWW-613	Access Road	34.899744	-115.639587
NWW-614	Access Road	34.900118	-115.637639
NWW-615	Access Road	34.900219	-115.636982
NWW-616	Access Road	34.900329	-115.636517
NWW-617	Access Road	34.900448	-115.635823
NWW-618	Access Road	34.900693	-115.634692
NWW-619	Access Road	34.90082	-115.634565
NWW-620	Access Road	34.900989	-115.633567
NWW-621	Access Road	34.901182	-115.632647

NWW-622	Access Road	34.901375	-115.631664
NWW-623	Access Road	34.901608	-115.630646
NWW-624	Access Road	34.901791	-115.629656
NWW-625	Access Road	34.902223	-115.627517
NWW-626	Access Road	34.902398	-115.62669
NWW-627	Access Road	34.902516	-115.625761
NWW-628	Access Road	34.902797	-115.624869
NWW-629	Access Road	34.902961	-115.623895
NWW-630	Access Road	34.902941	-115.623696
NWW-631	Access Road	34.903151	-115.623103
NWW-632	Access Road	34.903153	-115.622668
NWW-633	Access Road	34.903207	-115.622377
NWW-634	Access Road	34.903436	-115.621659
NWW-635	Access Road	34.90366	-115.620514
NWW-636	Access Road	34.904012	-115.618643
NWW-637	Access Road	34.904328	-115.617128
NWW-638	Access Road	34.904756	-115.615014
NWW-639	Access Road	34.904952	-115.614034
NWW-640	Access Road	34.905316	-115.612576
NWW-641	Access Road	34.905694	-115.610552
NWW-642	Access Road	34.906079	-115.608719
NWW-643	Access Road	34.906231	-115.607861
NWW-644	Access Road	34.906603	-115.606129
NWW-645	Access Road	34.906767	-115.605344
NWW-646	Access Road	34.907079	-115.60387
NWW-647	Access Road	34.908014	-115.599124
NWW-649	Access Road	34.908425	-115.597118
NWW-650	Access Road	34.908661	-115.5959
NWW-651	Access Road	34.90891	-115.594699
NWW-653	Access Road	34.909357	-115.592617
NWW-656	Access Road	34.91009	-115.589079
NWW-657	Access Road	34.910317	-115.587902
NWW-658	Access Road	34.910598	-115.586859
NWW-659	Access Road	34.911232	-115.583433
NWW-660	Access Road	34.911679	-115.581363
NWW-661	L235 Section 4 – Work Area	34.912723	-115.577404
NWW-662	L235 Section 4 – Work Area	34.913682	-115.571963
NWW-663	L235 Section 4 – Work Area	34.914234	-115.569858

NWW-664	L235 Section 4 – Work Area	34.91463	-115.568296
NWW-665	L235 Section 4 – Work Area	34.915181	-115.566701
NWW-666	L235 Section 4 – Work Area	34.917077	-115.559618
NWW-667	Access Road	34.915732	-115.553888
NWW-669	Access Road	34.915196	-115.550646
NWW-670	Access Road	34.915105	-115.548074
NWW-672	Access Road	34.914978	-115.543866
NWW-673	Access Road	34.915113	-115.541675
NWW-674	Access Road	34.915296	-115.539876
NWW-675	Access Road	34.915319	-115.53808
NWW-677	Access Road	34.914659	-115.531818
NWW-679	Access Road	34.91448	-115.530121
NWW-680	Access Road	34.91423	-115.5277
NWW-681	L235 Section 3 – Work Area	34.912677	-115.520651
NWW-682	L235 Section 3 – Work Area	34.912753	-115.519879
NWW-683	L235 Section 3 – Work Area	34.912386	-115.518551
NWW-684	L235 Section 3 – Work Area	34.912308	-115.515901
NWW-685	L235 Section 3 – Work Area	34.912118	-115.515786
NWW-686	L235 Section 3 – Work Area	34.911997	-115.512527
NWW-687	L235 Section 3 – Work Area	34.912046	-115.511075
NWW-688	L235 Section 3 – Work Area	34.912046	-115.5098
NWW-689	L235 Section 3 – Work Area	34.911911	-115.508588
NWW-690	L235 Section 3 – Work Area	34.911792	-115.506768
NWW-691	L235 Section 3 – Work Area	34.911605	-115.503719
NWW-692	L235 Section 3 – Work Area	34.911701	-115.503413
NWW-695	Access Road	34.911177	-115.493297
NWW-696	Access Road	34.911074	-115.490126
NWW-697	Access Road	34.910881	-115.487954
NWW-699	Access Road	34.910942	-115.487347

NWW-7	L-3000 Section 13 – Work Area	34.777079	-116.406744
NWW-706	L235 Section 2 – Work Area	34.910303	-115.471908
NWW-707	L235 Section 1 - (Double) Work Area	34.910313	-115.467094
NWW-708	L235 Section 1 - (Double) Work Area	34.910067	-115.461297
NWW-711	Access Road	34.909715	-115.456822
NWW-712	Access Road	34.909627	-115.45494
NWW-713	Access Road	34.909687	-115.45334
NWW-722	Access Road	34.909172	-115.44287
NWW-740	L235 CTS 1 – Work Area	34.88524	-114.964149
NWW-79	L-3000 Section 5 – Work Area	34.750692	-116.260849
NWW-8	L-3000 Section 13 – Work Area	34.777064	-116.404674
NWW-80	L-3000 Section 5 – Work Area	34.750416	-116.25974
NWW-81	L-3000 Section 5 – Work Area	34.750572	-116.25918
NWW-82	L-3000 Section 5 – Work Area	34.749872	-116.25695
NWW-83	Access Road	34.749602	-116.254885
NWW-85	Access Road	34.74887	-116.251505
NWW-86	L-3000 Section 4 – Work Area	34.748391	-116.249817
NWW-87	L-3000 Section 4 – Work Area	34.748064	-116.248498
NWW-88	L-3000 Section 4 – Work Area	34.748197	-116.247937
NWW-9	L3000 CTS 4 - Work Area	34.776828	-116.402807
NWW-92	Access Road	34.747023	-116.242482
NWW-95	L-3000 Section 3 – Work Area	34.744696	-116.229676
NWW-96	L-3000 Section 3 – Work Area	34.743953	-116.220499

PROJECT DESCRIPTION

The Project is limited to the placement of alternating current (AC) mitigation systems along SoCal Gas's L235 and L3000. This includes the instillation of 2/0 copper grounding cables on one or both sides of the pipelines, not continuous, but at various sections throughout L235 and L3000. L235 includes 22 sections and L3000 includes 13

sections, all occurring within SoCal Gas's Right of Way (ROW) and within 10 feet of the pipelines. The Project will also include the installation of 90 Solid State Decouplers (SSD) devices, 11 coupon test stations (CTS) and maintenance of access roads to reach Project locations. These Project activities are associated with Cathodic Protection (CP) as the installation of copper ground wire assists in decreasing the effects of transmission line corrosion and the associated SSD can mitigate AC voltage while CTS assists in testing and monitoring levels of AC interference.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include, but are not limited to:

Plants: Mojave mandora (*Mendora spinescens var mohavensis*) (RP 1B.2)¹, Parry's spurge (*Euphorbia parryi*) (RP 2B.3), Mojave monkeyflower (*Diplacus mohavensis*) (RP 1B.2), Rusby's desert mallow (*Sphaeralcea rusbyi var. eremicola*) (RP 1B.2), Rosy tow-toned beardtongue (*Penstemon bicolor ssp. Roseus*) (RP 1B.1), creamy blazing star (*Mentzelia tridentata*) (RP 1B.3), beaver dam breadroot (*Pedimelum castoreum*) (RP 1B.2), desert pincushion (*Coryphantha chlorantha*) (RP 2B.1), pink funnel lily (*Androstephium breviflorum*) (RP 2B.2), creosote bush (*Larrea tridentata*), white bursage (*Ambrosia dumosa*), Mojave yucca (*Yucca schidigera*), California yerba santa (*Eriodicyton californicum*), teddybear cholla (*Cylindropuntia bigelovii*), and mesquite thickets (*Prosopis spp.*) (State vulnerable).

Reptiles: desert tortoise (*Gopherus agassizii*) (ST)² and Mojave fringed toed lizard (*Uma Scoparia*) (SSC)³.

Mammals: Mohave ground squirrel (*Xerospermophilus mohavensis*) (ST), American badger (*Taxidea taxus*) (SSC), desert kit fox (*Vulpes macrotis*), and desert bighorn sheep (*Ovis canadensis nelsoni*) (FP)⁴.

Birds: burrowing owl (*Athene cunicularia*) (SC), golden eagle (*Aquila chrysaetos*) (FP), Le Conte's thrasher (*Toxostoma lecontei*) (SSC), and loggerhead shrike (*Lanius ludovicianus*).

The adverse effects the Project could have on the fish or wildlife resources identified above include: temporary change in contour of bed, channel or bank; temporary change in gradient of bed, channel or bank; colonization by exotic plant or animal species; temporary loss or decline of instream channel habitat; disruption to nesting birds and other wildlife, direct take of terrestrial species; disturbance to fish and wildlife; temporary loss of vegetation; and disturbance to and temporary alteration of, and/or loss of breeding, foraging, and refugia habitat.

¹ California Native Plant Society Inventory of Rank Plant Ranked (RP)

² CESA Listed Threatened (ST)

³ Species of Special Concern (SSC)

⁴ Full Protected (FP)

Project impacts to Fish and game Code section 1602 resources include a total of 14.45 acres of temporary impacts of which 12.117 acres are associated with access roads. Acreage of impacts is provided for each Project location below in Table 2.

Table 2. Project Impacts at Each Location

Drainage Feature/ Project	Description	Temporary Impacts (Acres)	Assessor's Parcel Number
NWW-100	L-3000 Section 2 – Work Area	0.004	0552-141-08
NWW-101	L-3000 Section 2 – Work Area	0.053	0552-141-08, 055-214-107, 0552-141-10
NWW-102	L-3000 Section 2 – Work Area	0.057	0552-141-08
NWW-103	L-3000 Section 2 – Work Area	0.000	0552-141-10
NWW-104	L-3000 Section 1 (Double) – Work Area	0.033	0552-141-11, 0552-141-10, 0552-141-11
NWW-105	L-3000 Section 1 (Double) – Work Area	1.267	0552-141-11, 0552-141-14, 0552-141-19
NWW-12	L-3000 Section 12 – Work Area	0.004	0552-021-01
NWW-129	L235 CTS 7 - Work Area	0.101	0529-262-16
NWW-132	L235 Section 22 – Work Area	0.006	0552-031-13
NWW-134	L235 Section 21 – Work Area	0.017	0552-021-04, 0552-031-43
NWW-135	L235 Section 21 – Work Area	0.208	0552-031-43
NWW-145	L235 Section 21 – Work Area	0.022	0552-031-43

NWW-146	L235 Section 20 - (Double) Work Area	0.015	0552-031-43, 0552-031-27
NWW-147	L235 Section 18 – Work Area	0.033	0552-021-09
NWW-15	L-3000 Section 11 – Work Area	0.006	0552-021-01
NWW-156	L235 Section 17 – Work Area	0.006	0552-021-11
NWW-157	L235 Section 17 – Work Area	0.001	0552-131-18
NWW-158	L235 Section 17 – Work Area	0.002	0552-131-18
NWW-161	Access Road	0.001	0552-131-18
NWW-162	L235 Section 17A – Work Area	0.019	0552-131-18
NWW-17	L-3000 Section 10 – Work Area	0.006	0552-021-02
NWW-173	Access Road	0.004	0552-131-17
NWW-174	L235 CTS 5 - Work Area	0.013	0552-131-17
NWW-175	Access Road	0.041	0552-131-17
NWW-181	Access Road	0.082	0552-131-07
NWW-182	Access Road	0.045	0552-131-07
NWW-184	Access Road	0.159	0552-131-07
NWW-189	L235 Section 16 – Work Area	0.101	0552-141-01, 0552-141-09
NWW-190	L235 Section 16 – Work Area	0.244	0552-141-09
NWW-199	L235 CTS 4 - Work Area	0.146	0552-141-11

NWW-206	L235 Section 15 – Work Area	0.005	0552-151-12
NWW-207	L235 Section 15 – Work Area	0.613	0552-151-12
NWW-208	L235 Section 15 – Work Area	0.437	0552-151-12
NWW-212	L235 Section 14 – Work Area	0.052	0552-151-11
NWW-213	L235 Section 14 – Work Area	0.155	0552-151-11
NWW-214	L235 Section 14 – Work Area	0.149	0552-151-11
NWW-215	L235 Section 14 – Work Area	0.038	0552-151-11
NWW-216	L235 Section 14 – Work Area	0.020	0552-151-11
NWW-217	L235 Section 14 – Work Area	0.010	0552-151-11
NWW-218	L235 Section 14 – Work Area	0.029	0552-151-11
NWW-219	L235 Section 14 – Work Area	0.052	0552-151-11
NWW-220	L235 Section 14 – Work Area	0.022	0552-151-04
NWW-221	L235 Section 14 – Work Area	0.016	0552-151-04
NWW-222	L235 Section 14 – Work Area	0.011	0552-151-05
NWW-23	L-3000 Section 10 – Work Area	0.000	0552-021-02

NWW-231	L235 Section 12 - Work Area	0.248	0557-081-10
NWW-234	Access Road	0.318	0557-081-09, 0557-081-10
NWW-235	Access Road	0.005	0557-081-09, 0557-081-10
NWW-236	Access Road	0.007	0557-081-09
NWW-237	L235 Section 11 - Work Area	2.051	0557-081-09, 0557-081-04
NWW-24	L-3000 Section 10 – Work Area	0.001	0552-021-02
NWW-240	Access Road	0.013	0557-081-05
NWW-242	Access Road	0.016	0557-081-05
NWW-245	Access Road	0.005	0557-081-05
NWW-247	Access Road	0.035	0557-081-05
NWW-248	Access Road	0.006	0557-081-05
NWW-253	L235 Section 10 - Work Area	0.078	0557-081-06
NWW-254	L235 Section 10 - Work Area	0.076	0557-081-06
NWW-256	Access Road	0.000	0557-081-06
NWW-257	L235 Section 10 - Work Area	0.021	0557-081-06
NWW-259	L235 Section 10 - Work Area	0.182	0557-081-06
NWW-260	L235 Section 10 - Work Area	0.001	0557-081-06
NWW-262	Access Road	0.033	0557-081-06

NWW-263	L235 Section 9 – Work Area	0.045	0562-081-13
NWW-264	L235 Section 9 – Work Area	0.341	0562-081-13, 0562-081-14
NWW-265	L235 CTS 3 - Work Area	0.015	0562-081-14
NWW-285	L235 Section 8 – Work Area	0.044	0562-081-15
NWW-286	L235 Section 8 – Work Area	0.036	0562-081-15
NWW-287	L235 Section 8 – Work Area	0.026	0562-081-15
NWW-288	L235 Section 8 – Work Area	0.054	0562-081-15
NWW-289	L235 Section 8 – Work Area	0.044	0562-081-15
NWW-290	L235 Section 8 – Work Area	0.083	0562-081-15
NWW-291	L235 Section 8 – Work Area	0.082	0562-081-15
NWW-292	L235 Section 8 – Work Area	0.017	0562-081-15
NWW-293	L235 Section 8 – Work Area	0.019	0562-081-15
NWW-294	L235 Section 8 – Work Area	0.022	0562-081-15
NWW-295	L235 Section 8 – Work Area	0.016	0562-081-15
NWW-296	L235 Section 8 – Work Area	0.142	0562-081-16, 0562-081-15

NWW-297	L235 Section 8 – Work Area	0.022	0562-081-16
NWW-298	L235 Section 8 – Work Area	0.011	0562-081-16
NWW-310	L235 Section 7 – Work Area	0.280	0562-081-09
NWW-311	L235 Section 7 – Work Area	0.072	0562-081-09, 0562-081-08
NWW-312	L235 Section 7 – Work Area	0.200	0562-081-08
NWW-313	L235 Section 7 – Work Area	0.051	0562-081-08
NWW-314	L235 Section 7 – Work Area	0.002	0562-081-08
NWW-345	L235 Section 6 – Work Area	0.002	0562-081-07
NWW-346	L235 Section 6 – Work Area	0.022	0562-081-07
NWW-347	L235 Section 6 – Work Area	0.031	0562-081-07
NWW-348	L235 Section 6 – Work Area	0.006	0562-081-07
NWW-350	L235 Section 6 – Work Area	0.003	0562-081-07
NWW-351	L235 Section 6 – Work Area	0.016	0562-081-07
NWW-352	L235 Section 6 – Work Area	0.000	0562-091-12
NWW-358	Access Road	0.012	0562-091-01
NWW-359	Access Road	0.005	0562-091-01
NWW-364	Access Road	0.012	0562-091-01

NWW-38	Access Road	0.000	0552-021-08
NWW-398	Access Road	0.084	0562-091-03
NWW-4	Access Road	0.000	0529-261-09
NWW-44	Access Road	0.001	0552-021-12
NWW-45	Access Road	0.000	0552-021-12
NWW-452	Access Road	0.006	0562-101-19
NWW-453	Access Road	0.010	0562-101-19
NWW-459	Access Road	0.027	0562-101-19
NWW-46	L-3000 Section 8 – Work Area	0.002	0552-021-12
NWW-461	Access Road	0.032	0562-101-19
NWW-462	Access Road	0.028	0562-101-19
NWW-467	Access Road	0.022	05630-41-14
NWW-47	L-3000 Section 8 – Work Area	0.008	0552-021-12
NWW-48	L-3000 Section 8 – Work Area	0.009	0552-021-12
NWW-49	Access Road	0.001	0552-021-12
NWW-491	L235 Section 5 – Work Area	0.169	0563-041-11
NWW-492	L235 Section 5 – Work Area	0.086	0563-041-11
NWW-493	L235 Section 5 – Work Area	0.012	0563-041-11
NWW-494	L235 Section 5 – Work Area	0.015	0563-041-10
NWW-495	L235 Section 5 – Work Area	0.054	0563-041-10

NWW-496	L235 Section 5 – Work Area	0.109	0563-041-10
NWW-497	L235 Section 5 – Work Area	0.025	0563-041-10
NWW-498	L235 Section 5 – Work Area	0.015	0563-041-10
NWW-499	L235 Section 5 – Work Area	0.113	0563-041-10
NWW-50	L-3000 Section 7 – Work Area	0.001	0552-021-12, 055-2021-11
NWW-500	L235 Section 5 – Work Area	0.015	0563-041-10
NWW-502	L235 Section 5 – Work Area	0.003	0563-041-10
NWW-503	L235 Section 5 – Work Area	0.004	0563-041-10
NWW-504	L235 Section 5 – Work Area	0.016	0563-041-10
NWW-505	L235 Section 5 – Work Area	0.669	0563-041-10
NWW-51	L-3000 Section 6 – Work Area	0.090	0552-021-11
NWW-516	Access Road	0.000	0563-041-09
NWW-517	Access Road	0.037	0563-041-09
NWW-518	Access Road	0.039	0563-041-09
NWW-52	L-3000 Section 6 – Work Area	0.005	0552-021-11
NWW-53	L-3000 Section 6 – Work Area	0.011	0552-021-11
NWW-54	L-3000 Section 6 – Work Area	0.000	0552-021-11

NWW-57	L-3000 Section 6 – Work Area	0.000	0552-131-18
NWW-58	L-3000 Section 6 – Work Area	0.000	0552-131-18
NWW-59	L-3000 Section 6 – Work Area	0.000	0552-131-18
NWW-6	L-3000 Section 13 – Work Area	0.025	0529-261-09
NWW-60	L-3000 Section 6 – Work Area	0.028	0552-131-18
NWW-602	Access Road	0.000	0563-031-21, 0563-031-01
NWW-603	Access Road	0.016	0563-031-01, 0563-031-22
NWW-604	Access Road	0.000	0563-031-22
NWW-605	Access Road	0.059	0563-031-01
NWW-606	Access Road	0.005	0563-031-02
NWW-607	Access Road	0.011	0563-031-02
NWW-608	Access Road	0.010	0563-031-02
NWW-609	Access Road	0.000	0563-031-02
NWW-61	L-3000 Section 6 – Work Area	0.013	0552-131-18
NWW-610	Access Road	0.003	0563-031-02
NWW-611	Access Road	0.001	0563-03-102
NWW-612	Access Road	0.030	0563-031-02
NWW-613	Access Road	0.273	0563-031-02
NWW-614	Access Road	0.006	0563-031-02
NWW-615	Access Road	0.001	0563-031-02

NWW-616	Access Road	0.011	0563-031-02
NWW-617	Access Road	0.044	0563-031-02
NWW-618	Access Road	0.000	0563-031-02
NWW-619	Access Road	0.004	0563-031-02
NWW-620	Access Road	0.015	0563-031-02
NWW-621	Access Road	0.008	0563-031-02
NWW-622	Access Road	0.004	0563-031-02
NWW-623	Access Road	0.021	0563-031-02
NWW-624	Access Road	0.022	0563-031-02
NWW-625	Access Road	0.003	0563-031-03
NWW-626	Access Road	0.001	0563-031-03
NWW-627	Access Road	0.001	0563-031-03
NWW-628	Access Road	0.003	0563-031-03
NWW-629	Access Road	0.011	0563-031-03
NWW-630	Access Road	0.001	0563-031-03
NWW-631	Access Road	0.003	0563-031-03
NWW-632	Access Road	0.001	0563-031-03
NWW-633	Access Road	0.001	0563-031-03
NWW-634	Access Road	0.010	0563-031-03
NWW-635	Access Road	0.046	0563-031-03
NWW-636	Access Road	0.006	0563-031-03
NWW-637	Access Road	0.007	0563-031-03
NWW-638	Access Road	0.010	0563-031-03
NWW-639	Access Road	0.015	0563-031-03

NWW-640	Access Road	0.001	0563-031-03
NWW-641	Access Road	0.034	0563-031-04
NWW-642	Access Road	0.010	0563-031-04
NWW-643	Access Road	0.003	0563-031-04
NWW-644	Access Road	0.003	0563-031-04
NWW-645	Access Road	0.004	0563-061-15
NWW-646	Access Road	0.213	0563-061-15
NWW-647	Access Road	0.004	0563-061-15
NWW-649	Access Road	0.004	0563-061-15
NWW-650	Access Road	0.029	0563-061-15
NWW-651	Access Road	0.006	0563-061-15
NWW-653	Access Road	0.024	0563-061-15
NWW-656	Access Road	0.015	0563-061-16
NWW-657	Access Road	0.018	0563-061-16
NWW-658	Access Road	0.006	0563-061-16
NWW-659	Access Road	0.009	0563-061-16
NWW-660	Access Road	0.008	0563-061-16
NWW-661	L235 Section 4 – Work Area	0.049	0563-061-16
NWW-662	L235 Section 4 – Work Area	0.028	0563-271-01
NWW-663	L235 Section 4 – Work Area	0.024	0563-271-01
NWW-664	L235 Section 4 – Work Area	0.002	0563-271-01

NWW-665	L235 Section 4 – Work Area	0.002	0563-271-01
NWW-666	L235 Section 4 – Work Area	0.162	0563-271-01
NWW-667	Access Road	0.015	0558-321-11
NWW-669	Access Road	0.008	0558-321-11
NWW-670	Access Road	0.002	0558-321-11
NWW-672	Access Road	0.004	0558-321-12
NWW-673	Access Road	0.000	0558-321-12
NWW-674	Access Road	0.047	0558-321-12
NWW-675	Access Road	0.007	0558-321-12
NWW-677	Access Road	0.008	0558-321-12
NWW-679	Access Road	0.033	0558-321-12
NWW-680	Access Road	0.000	0558-321-13
NWW-681	L235 Section 3 – Work Area	0.008	0558-321-14
NWW-682	L235 Section 3 – Work Area	0.001	0558-321-14
NWW-683	L235 Section 3 – Work Area	0.021	0558-321-14
NWW-684	L235 Section 3 – Work Area	0.001	0558-321-14
NWW-685	L235 Section 3 – Work Area	0.000	0558-321-14
NWW-686	L235 Section 3 – Work Area	0.001	0558-321-14
NWW-687	L235 Section 3 – Work Area	0.002	0558-321-15

NWW-688	L235 Section 3 – Work Area	0.001	0558-321-15
NWW-689	L235 Section 3 – Work Area	0.008	0558-321-15
NWW-690	L235 Section 3 – Work Area	0.071	0558-321-15
NWW-691	L235 Section 3 – Work Area	0.003	0558-321-15
NWW-692	L235 Section 3 – Work Area	0.005	0558-321-15
NWW-695	Access Road	0.006	0558-321-16
NWW-696	Access Road	0.006	0558-321-16
NWW-697	Access Road	0.002	0558-321-16
NWW-699	Access Road	0.007	0558-321-16
NWW-7	L-3000 Section 13 – Work Area	0.074	0529-261-09
NWW-706	L235 Section 2 – Work Area	0.722	0558-321-17
NWW-707	L235 Section 1 - (Double) Work Area	0.014	0558-321-17
NWW-708	L235 Section 1 - (Double) Work Area	0.106	0558-321-17
NWW-711	Access Road	0.005	0656-031-13
NWW-712	Access Road	0.001	0656-031-13
NWW-713	Access Road	0.004	0656-031-13
NWW-722	Access Road	0.053	0656-031-13
NWW-740	L235 CTS 1 – Work Area	0.012	0659-031-08

NWW-79	L-3000 Section 5 – Work Area	0.004	0552-131-17
NWW-8	L-3000 Section 13 – Work Area	0.030	0529-261-09
NWW-80	L-3000 Section 5 – Work Area	0.014	0552-131-07
NWW-81	L-3000 Section 5 – Work Area	0.000	0552-131-07
NWW-82	L-3000 Section 5 – Work Area	0.200	0552-131-07
NWW-83	Access Road	0.004	0552-131-07
NWW-85	Access Road	0.002	0552-131-07
NWW-86	L-3000 Section 4 – Work Area	0.093	0552-131-07
NWW-87	L-3000 Section 4 – Work Area	0.001	0552-131-07, 0552-131-14
NWW-88	L-3000 Section 4 – Work Area	0.000	0552-131-14
NWW-9	L3000 CTS 4 - Work Area	0.106	0529-261-09
NWW-92	Access Road	0.001	0552-131-14
NWW-95	L-3000 Section 3 – Work Area	0.009	0552-141-09
NWW-96	L-3000 Section 3 – Work Area	0.480	0552-141-09, 0552-141-08

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Sites. 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 sites 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 Sites. 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 sites 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 sites at any time to verify compliance with the Agreement.
- 1.5 Take of Fully Protected Species. This Agreement does not authorize the take of any fully protected species as defined by state law. (See Fish & G. Code, §§ 3511, 4700, 5050, 5515.). CDFW has advised the Permittee that take of any species designated as fully protected under the Fish and Game Code is prohibited unless authorized under Fish and Game Code section 2081.15.
- 1.6 Take of Listed Species. The issuance of this Agreement does not authorize the take of any State or Federally listed candidate, threatened, endangered or fully protected species. Take of California Endangered Species Act (CESA)-listed species is prohibited except as authorized by state law (Fish and Game Code section 2081 & 2085). Consequently, if a Project, including any Project related activity during the life of this Project, may result in the take of a CESA-listed species, CDFW recommends that the Permittee seek appropriate authorization prior to Project implementation. That may include an Incidental Take Permit (ITP) or a consistency determination (Fish and Game Code section 2080.1 and 2081).
- 1.7 Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or -any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey), to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

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 Designated Representative. Before initiating ground- or vegetation-disturbing Project activities, Permittee shall designate up to three representatives (Designated Representatives) responsible for communications with CDFW and overseeing/reporting compliance with this Agreement. Permittee shall notify CDFW in writing prior to commencement of ground- or vegetation-disturbing activities of the Designated Representative's name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.
- 2.2 Designated Biologist(s). At least fifteen (15) days before site preparation and initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW resumes of the Designated Biologist(s) for review and approval. The resumes shall demonstrate that the Designated Biologist(s) is knowledgeable and experienced in the biology, natural history, and/or appropriate survey methodology of local fish and wildlife resources described in the measures of this Agreement and those that are present or may be present at the Project sites. Permittee shall specify the proposed responsibilities of each Designated Biologist and provide clear evidence of knowledge, experience, and capability of performing those proposed duties. Permittee shall obtain CDFW's written approval of the Designated Biologist(s) prior to the commencement of Project activities. Permittee shall obtain CDFW's written approval if the Designated Biologist(s) must be changed and shall provide the information in this measure for CDFW's review and approval of the Designated Biologist(s). The Designated Biologist(s) shall be on-site daily and be responsible for monitoring all Project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall flag the limits of Project activities within the areas subject of Fish and Game Code section 1602, perform necessary surveys, prevent unlawful take of species, conduct compliance inspections, and take photographs before and during the construction.
- 2.3 Designated Biological Monitor(s). At least fifteen (15) days before site preparation and initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW for review and approval resumes of Biological Monitor(s) that will be utilized to assist the Designated Biologist(s). Permittee shall specify the proposed responsibilities of each Biological Monitor(s) and provide clear evidence of knowledge, experience, and capabilities to perform and assist in those duties. A qualified Biological Monitor(s) is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with construction-level biological

monitoring, be able to recognize species that may be present within the Project area and be familiar with the habitats and behaviors of those species.

- 2.4 Designated Biologist(s) Authority. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measures to avoid or minimize impacts to fish and wildlife resources. If any sensitive species (Fully Protected, Species of Special Concern, candidate, threatened or endangered) are found within the Project area, the Designated Biologist shall immediately stop work within the Project area until the sensitive species has left the area or it has been confirmed by the Designated Biologist(s) that continuation of Project activities has no potential to impact the species and shall notify CDFW in writing. If CDFW issues a stop work order at any time due to non-compliance with this Agreement, consultation with CDFW is required prior to cancellation of a stop work order. Neither the Designated Biologist(s) nor CDFW shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by CDFW.
- 2.5 Biological Monitor(s) Authority. Permittee or Designated Biologist(s) shall designate a CDFW approved Biological Monitor(s) to assist the Designated Biologist(s) with biological surveys, biological monitoring, and construction monitoring. The Biological Monitor(s) shall have the authority to immediately halt Project activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason.
- 2.6 On-site Education. Permittee shall conduct an on-site education program for all persons employed or otherwise working on the Project sites prior to the start of Project construction activities. The education program shall consist of a presentation from the Designated Biologist(s) that includes a discussion of the biology of the habitats and species identified in this Agreement and present at the Project sites. The Designated Biologist(s) shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, vehicle and equipment inspection procedures for desert tortoise, wildlife and invasive plant species, penalties for violations, and Project-specific protective measures included in this Agreement. The education program should also include but not be limited to information on desert tortoise, burrowing owl, desert kit fox, American badger, nesting birds, and special-status plants. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work the Project sites. All personnel shall be informed of their responsibility to report any form of take to the Designated Biologist(s).
- 2.7 Demarcate Work Area Boundary. Project-related personnel shall access the Project area using existing routes and shall not cross-country travel outside of or in route to the Project sites. In consultation with the Designated Biologist(s), the

Permittee shall demarcate the outer perimeter of the Project areas. Demarcation shall be used to prevent damage to adjacent habitat and to provide visual orientation to the limits of the Project areas and access routes. Fencing, stakes, or flags may be used, and the marking shall be in place and maintained during all periods of operation. All persons employed or otherwise working on the Project sites shall be instructed about the restrictions that the markings represent. Permittee shall remove all temporary flagging, fencing, and/or barriers from the Project sites and from the vicinity of any stream upon completion of Project activities, or at the onset of precipitation if materials can be washed downstream.

- 2.8 Staging Areas. Permittee shall confine all Project site-related parking, storage, laydown sites, and any other Project site staging to the access roads and areas that have been previously disturbed to the maximum extent possible and outside of Fish and Game Code section 1602 resources.
- 2.9 Avoidance of Sensitive Resources. The Designated Biologist(s) shall ensure that all sensitive resources identified are mapped/marked for avoidance and that the buffers proposed to protect those sensitive resources are appropriately sized and clearly demarcated using fencing, stakes, or flags. The Designated Biologist(s) shall use available scientific research, independent judgement and personal experience when assigning avoidance buffers. In addition, the Designated Biologist(s) in consultation with the construction Project manager shall identify and mark the most appropriate path (i.e., the route that provides full avoidance of protected or sensitive resources, and greatest avoidance of native vegetation and other habitat values) for personnel, vehicles, and equipment to avoid these demarcated areas. All persons employed or otherwise working on the Project sites shall be instructed about the restrictions that the markings represent. Permittee shall remove all delineation materials from the Project sites and from the vicinity of Fish and Game Code section 1602 resources upon completion of Project activities or at the onset of precipitation if materials can be washed downstream.
- 2.10 Work Period in Dry Weather Only. Work within the streambed shall be restricted to periods of no stream flow and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease, and all necessary erosion control measures shall be implemented prior to the onset of precipitation.
- 2.11 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or waterbody to another. Prevention Best Management Practices (BMPs) and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php>.
- 2.12 Seedbank Trenching and Excavation. Permittee shall separate the top six (6) inches of excavated soil from the subsoil to preserve the existing seed bank.

Permittee shall backfill excavated areas with native soil and the reserved topsoil shall then be re-spread over the excavated area and returned to pre-construction conditions.

- 2.13 Pre-Project Plant Survey. Prior to the start of Project activities, the Designated Biologist(s) shall conduct a thorough floristic-based vegetation survey at the Project sites, access route(s), staging area(s), stockpile(s) and a 100-foot buffer surrounding those areas. The buffer shall be revised in the field to ensure that the buffer does not result in trespass onto property not owned and operated by the Permittee. The survey shall be completed during the time of year when plants are evident and identifiable (i.e., flowering or fruiting) or no more than 21 days prior to the initiation of ground-disturbing activities. Should any state-listed plant species be identified during the surveys, Permittee shall notify CDFW prior to the start of Project activities and fully avoid impacts to state-listed plants or should obtain a CESA ITP. For survey protocol and species lists, see <https://wildlife.ca.gov/conservation/plants/info>. Results of pre-Project surveys shall be provided to CDFW per Measure 4.1.
- 2.14 Special-Status Plant Species Avoidance. To the greatest extent feasible, the Designated Biologist(s) shall flag the locations of any special-status plants that are present within the work area and place a species appropriate no-disturbance buffer around the individual. The buffer areas shall be avoided by Project personnel. This agreement defines "special status plants" as plant species that have been designated with a California Native Plant Society (CNPS) Rare Plant Rank of 1A, 1B, or 2A or are state-listed.
- 2.15 Mesquite Avoidance. Disturbance or removal of mesquite shall not occur without CDFW's prior authorization. If disturbance and trimming is needed, hand tools shall be used and no more than 10% of an individual shall be removed. If larger amounts of an individual need to be removed or other equipment is needed, Permittee shall consult with CDFW and obtain CDFW's written authorization on the quantity to be removed and equipment. Permittee shall mitigate for the loss of mesquite at a ratio determined by CDFW when more than 10% of an individual is removed.
- 2.16 Pre-Activity Survey. The Designated Biologist(s) shall conduct pre-activity surveys within areas subject to Fish and Game Code section 1602 located within the Project site and immediately adjacent to those areas 14 to 21 days prior to initiating Project activities. The surveys shall be conducted in a manner that do not result in trespass onto property not owned and operated by the Permittee. The surveys shall be conducted to identify and map for avoidance any special-status species with the potential to occur on the Project sites, including those identified in the Project Impacts section of this Agreement, and any habitat, dens, roosts, burrows, nests, etc. capable of supporting a special-status species. The Designated Biologist(s) shall ensure that the methods used to locate, identify, map, avoid, and buffer individuals or habitat are appropriate and effective, including the assurance that the surveyor has attained 100% visual coverage of the entirety of the potential impact areas, and an appropriate buffer surrounding those areas. If

any special-status species (or sign of presence) is identified within or adjacent to the Project sites, Permittee shall avoid impacts to the non-listed special-status species to the greatest extent feasible and fully avoid nesting birds, listed, fully protected species, and species otherwise protected by Fish and Game Code. If full avoidance of nesting birds, candidate, listed, fully protected species, or species otherwise protected by Fish and Game Code cannot be accomplished, Permittee shall postpone the Project, and contact CDFW to discuss an appropriate path forward. Results of pre-Project surveys shall be provided to CDFW per Measure 4.1.

- 2.17 Pre-Activity Sweeps. The Designated Biologist(s), with assistance of the Biological Monitor(s), if applicable, shall conduct pre-activity sweeps within the Project sites (including access routes) and a 500-foot buffer surrounding the Project sites, **within two (2) hours prior to initiating Project activities**. The 500-foot buffer shall be revised in the field to ensure that surveys do not result in trespass onto property not owned and operated by the Permittee. The pre-activity sweeps shall confirm and mark/map for avoidance the location of any known nesting bird(s) and/or special-status species and shall verify that no addition/new nesting bird(s) and/or special-status species have occupied the Project sites or adjacent habitats. If any additional/new nesting bird(s) and/or special-status species (or sign of presence) are identified within or adjacent to the Project sites during the pre-activity sweep, Permittee shall avoid impacts to the non-listed special-status species to the greatest extent feasible and fully avoid nesting birds, candidate, listed, and fully protected species, unless appropriate take authorization has been obtained under a separate permit. If full avoidance of nesting birds, candidate, listed, or fully protected species, for which appropriate take authorization has not been obtained, cannot be accomplished, Permittee shall postpone the Project, and contact CDFW to discuss an appropriate path forward.
- 2.18 Moving out of Harm's Way. Permittee shall avoid impacts, to the greatest extent feasible, to any sensitive species that is non-listed, non-candidate, non-fully protected, and non-Fish and Game code protected. Species that are listed, candidate, fully protected, or otherwise protected by Fish and Game Code shall be fully avoided, unless appropriate take authorization has been obtained under a separate permit. A Designated Biologist shall inspect the Project sites prior to any Project activities. Any individuals found shall not be harassed and shall be allowed to leave the Project sites unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed, non-fully protected, non-Fish and Game Code protected wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the Project sites of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs, and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist(s) shall release it into the most suitable habitat near the site of capture.
- 2.19 Daily Clearance Surveys. Before the start and end of daily Project activities, the Designated Biologist(s) with assistance of a Biological Monitor, if applicable, shall

survey the Project sites to ensure wildlife incidentally trapped within pipes, trenches etc. are allowed to escape.

2.20 Burrowing Owl. Absent a CESA ITP, Permittee shall ensure that impacts to burrowing owl are fully avoided through implementation of pre-construction surveys and construction monitoring as per below. The issuance of this Agreement does not authorize take of burrowing owl.

2.20.1 Burrowing Owl Initial Habitat Assessment. Prior to the initiation of Project activities, Permittee shall conduct a burrowing owl habitat assessment consistent with the 2012 *Staff Report on Burrowing Owl Mitigation*⁶. The habitat assessment shall be conducted by Designated Biologist(s) knowledgeable of burrowing owl habitat, ecology, and field identification, burrow and burrow surrogates, and burrowing owl sign **at least thirty (30) calendar days prior to the initiation of Project activities**. The assessment shall consist of walking the Project site to identify the presence of burrowing owl habitat. Survey duration shall take into consideration the size of the property; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. A summary of the habitat assessment shall be provided to CDFW per Measure 4.2.

2.20.2 Burrowing Owl Survey. If the burrowing owl habitat assessment identifies burrowing owl habitat or sign of burrowing owl, Permittee shall have a Designated Biologist(s) perform a survey for burrowing owl according to the 2012 *Staff Report on Burrowing Owl Mitigation, Appendix D* and follow either the protocol for breeding season surveys if the Project begins during the breeding season or the non-breeding season surveys if the Project begins during the non-breeding season. Occupancy of burrowing owl habitat is confirmed at a site when at least one burrowing owl or its sign is observed at or near a burrow entrance within the last three years. A summary of the survey shall be provided to CDFW per Measure 4.2.

2.20.3 Burrowing Owl General Pre-Construction Surveys. To confirm presence/absence of burrowing owl from previous surveys, the Designated Biologist(s) shall inspect all suitable burrows for evidence of burrowing owl activity within **3 days prior to Project initiation**. Evidence of burrowing owl activity may include presence of owls themselves and burrowing owl sign at burrow entrances such as pellets, whitewash or other "ornamentation," feathers, prey remains, etc. If it is evident

⁶ California Department of Fish and Wildlife. 2012. Staff Report on Burrowing Owl Mitigation.

that the burrows are actively being used, Permittee shall not commence Project activities, contact CDFW immediately, and fully avoid impacts to burrowing owl or should obtain a CESA ITP. CDFW would like to reiterate that take of any CESA listed species is prohibited except as authorized by state law (Fish and G. Code, §§ 2080 & 2085). Consequently, if a Project including Project construction or any Project related activity during the life of the Project, may result in take of CESA listed species, CDFW recommends that the Permittee seek appropriate authorization prior to Project implementation. This may include an ITP (Fish and G. Code, § 2081). The Permittee shall submit the pre-construction survey methodology and results **within 1 day prior** to commencement of Project activities (see Measure 4.2).

- 2.20.4 Burrowing Owls Observed During Construction. If burrowing owls are observed within the Project sites during Project activities, Permittee shall notify CDFW immediately in writing to R6LSAReporting@wildlife.ca.gov (reference EPIMS-SBR-58560-R6).
- 2.21 Nesting Birds. Permittee shall ensure that impacts to nesting birds are avoided through the implementation of pre-construction surveys, ongoing monitoring, and if necessary, establishment of minimization measures.
- 2.21.1 Pre-construction surveys shall be conducted by the Designated Biologist(s) at the appropriate times of both day and night, during appropriate weather conditions, no more than 3 days prior to the initiation of Project activities addressed by this Agreement. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the property; density and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist(s) shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist(s) shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist(s) shall monitor the nest for 1 hour (4 hours for raptors) prior to approaching the nest to determine status. The Designated Biologist(s) shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-Project surveys shall

be provided to CDFW per Measure 4.1.

2.21.2 When an active nest is confirmed, the Designated Biologist(s) shall immediately establish a conservative buffer surrounding the nest based on their best professional judgement and experience. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist(s) shall document baseline behavior, stage of reproduction, and existing site conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. Following documentation of baseline conditions, the Designated Biologist(s) may choose to adjust the buffer based on site characteristics, stage of reproduction, and types of Project activities proposed at/near that location. The Designated Biologist(s) shall monitor the nest at the onset of Project activities addressed by this Agreement, and at the onset of any changes in Project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist(s) determines that Project activities may be causing an adverse reaction, the Designated Biologist(s) shall adjust the buffer accordingly.

2.21.3 The Designated Biologist(s) shall be onsite daily during Project activities to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Biologist(s) shall document the status of all existing nests, including the stage of reproduction and the expected fledge date. If a nest is suspected to have been abandoned or failed, the Designated Biologist(s) shall monitor the nest for a minimum of one hour (4 hours for raptors), uninterrupted, during favorable field conditions. The Designated Biologist(s) shall use their best professional judgement regarding the monitoring period. If no activity is observed during that time, the Designated Biologist(s) may approach the nest to assess the status.

2.22 Desert Tortoise Pre-Construction Surveys. A Designated Biologist shall conduct a protocol level presence or absence survey within suitable desert tortoise habitat, including access route(s), staging area(s), stockpile(s), and a 50-foot buffer zone no more than 48 hours prior to Project activities beginning at a given Project location in accordance with the protocol in Memorandum of Understanding (MOU) No. 2081-1996-049-5 or a CESA ITP issued by CDFW. The survey shall utilize survey routes that provide 100-percent visual coverage for desert tortoise and their sign. The surveys shall be conducted in a manner that do not result in trespass onto property not owned and operated by the Permittee. Survey results shall be provided to CDFW per Measure 4.1.

2.23 Mohave Ground Squirrel Visual Surveys. Absent a CESA ITP or MOU No. 2081-1996-049-5, prior to ground disturbing activities commencing, visual surveys to determine presence of Mohave ground squirrel shall be conducted between March 15 and April 15 in the Project sites during daylight hours by the Designated Biologist(s) who can visually identify

Mohave Ground Squirrel and white-tailed antelope squirrel and detect vocalization calls. Results of the survey shall be submitted to CDFW within **1 day** following survey completion (see Measure 4.3). If the survey or monitoring throughout the term of the Agreement confirms presence, Permittee shall fully avoid impacts to Mohave ground squirrel absent take authorization or should obtain a CESA ITP.

2.24 Desert Kit Fox and American Badger. Within **14-21 days prior to initiating Project activities**, the Designated Biologist(s) shall conduct a survey to determine if potential desert kit fox or American badger dens are present in the Project sites. If potential dens are located, they shall be monitored by the Designated Biologist(s) as per below. Trail cameras may be used to assist with observation but shall not be the sole basis upon which the status is determined. Results of pre-Project surveys shall be provided to CDFW per Measure 4.1.

2.24.1 Active Natal Dens. Active natal dens (a den with pups, cubs, or kits) or any den active within the species' breeding season (typically February to October) will not be excavated or passively relocated and a minimum of 500-foot no-disturbance buffer shall be maintained until the young have dispersed and are no longer using the den. Reduction of no-disturbance buffer may occur upon consultation with CDFW. If an active natal den is detected on site, CDFW shall be contacted within 24 hours.

2.24.2 Inactive Dens and Non-natal Dens within the Project Area. Excavation and backfill of inactive and unoccupied dens shall only occur on dens in which the den is non-natal, and the entirety of the den can clearly be seen (e.g., the den isn't deep and doesn't curve). In cases where the entirety of the den cannot be clearly seen, the CDFW-approved Designated Biologist(s) shall monitor for three consecutive nights using a tracking medium (such as diatomaceous earth or fire clay) and/or infrared camera stations at the entrance(s). If no tracks are observed in the tracking medium or no photos of the target species are captured after three nights, the den shall be excavated by hand and backfilled by handheld equipment or mechanized equipment. If tracks are observed, the den shall be progressively blocked with natural materials (rocks, dirt, sticks, and vegetation piled in front of the entrance) for the next three to five nights to discourage continued use. After verification that the den is unoccupied it shall then be excavated and backfilled by hand.

2.25 Desert Bighorn Sheep. Permittee shall adhere to the following avoidance measures to minimize impacts to desert bighorn sheep.

2.25.1 Decontamination. To prevent potential transmission of disease from domestic animals to wild desert bighorn sheep, Permittee shall require all workers who may have come in contact with domestic livestock (e.g., goat, sheep, cattle) to decontaminate work boots prior to entering Project sites. Decontamination shall involve scrubbing of the soles of work boots with a 10% bleach solution, or an equivalent chemically sterilizing solution to remove all organic matter and kill

pathogens. Heavy equipment previously used for farm work, including, but not limited to, sheep and goat livestock operations, shall not be utilized for Project activities.

- 2.25.2 Observation and Work Stoppage. If desert bighorn sheep are observed at any point during the course of Project activities within or adjacent to Project areas and do not leave the Project sites of their own accord, Permittee shall cease all work in the vicinity of the observation and contact CDFW immediately (see Contact Information section) for further guidance prior to recommencing work.
- 2.26 Dust Control. Permittee shall implement dust control measures during Project activities to facilitate visibility for monitoring by the Designated Biologist(s) and Biological Monitor(s). Permittee shall keep the amount of water used to the minimum amount needed and shall not allow standing water or formation of puddles.
- 2.27 Vehicle Inspection. Project personnel shall inspect for desert tortoise and other wildlife under vehicles and equipment every time before the vehicles and equipment are moved. If a desert tortoise is present, the vehicle and/or equipment shall not be mobilized or used and Project activities shall be halted until the desert tortoise moves out of harm's way of its own accord or is relocated by a Designated Biologist authorized by state law (Fish and G. Code, §§ 2080 & 2085).
- 2.28 Speed Limit. Permittee shall ensure that vehicles speeds do not exceed 15 miles per hour to avoid impacts to desert tortoise.
- 2.29 Excavation Areas. To prevent wildlife entrapment and when it is safe for workers to do so, earthen escape ramps shall be constructed in steep-welled holes or trenches and placed at an angle less than 45 degrees and fencing shall be erected. Before holes or trenches are filled, the Designated Biologist(s) or Biological Monitor(s) shall thoroughly inspect the areas for trapped animals, if any trapped animals are found, the Designated Biologist(s) shall follow Measure 2.18. If workers discover that an animal has become trapped, they shall halt Project activities and notify the Designated Biologist(s) immediately and the Designated Biologist(s) shall follow Measure 2.18.
- 2.30 Stockpile Sites. Stockpile sites shall not be located within areas subject to Fish and Game Code section 1602, or locations that may be subjected to high storm flows, where stockpiled materials shall be washed back into the channel or basin where it will impact habitat and riparian vegetation.
- 2.31 Best Management Practices. Permittee shall actively implement BMPs to prevent erosion and discharge of sediment and pollutants into streams during Project activities. BMPs shall be monitored and repaired, if necessary, to ensure maximum control of erosion, sediment, and pollution. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as welded-weave monofilament netting (erosion control matting) or similar material,

within and adjacent to Fish and Game Code section 1602 resources. All fiber rolls, straw wattles, and/or hay bales utilized shall be certified free of nonnative 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 expand when spread.

- 2.32 Pollution and Litter. 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. 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.
- 2.33 Removal of Debris and Refuse. Permittee shall remove and properly dispose all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes. Permittee shall remove all hardened concrete, concrete washout, and other loose debris in areas that need to be cleared by slowly removing stored material starting from the top and working down to ground level, rather than scooping from the ground up. This method will minimize the possibility of harming terrestrial wildlife possibly using the debris as shelter and will allow them to escape.
- 2.34 Hazardous Substances. 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 Fish and Game Code section 1602 resources. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.35 Hazardous Materials. 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 a streambed. When daily operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within a streambed or bank.
- 2.36 Spill Cleanup. Permittee shall begin the cleanup of all spills immediately. Permittee shall have all spill clean-up equipment on site during construction.

- 2.37 Trash Abatement. Permittee shall ensure that trash and food items are contained in animal-proof, self-closing, sealable receptacles with lids that latch. Permittee shall ensure all trash receptacles are regularly inspected, emptied, and removed from the Project sites a minimum of once a week to prevent spillage, maintain sanitary conditions, and avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 2.38 Remove Cleared Material from Stream. All trimmed or cleared material/vegetation shall be removed from the Project sites and deposited where it cannot re-enter any stream on site.
- 2.39 Operating Equipment and Vehicle Leaks. All equipment or vehicles driven and/or operated within or adjacent to the Fish and Game Code section 1602 resources shall be checked daily and maintained as needed to prevent deleterious material leaks.
- 2.40 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within the Fish and Game Code section 1602 resource where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.41 Minimize Equipment Operation and Parking. Only equipment necessary for performing Project activities shall be present within the stream. Vehicles may not be parked overnight within the Fish and Game Code section 1602 resources, nor shall vehicles be parked where mechanical fluid leaks may potentially enter Fish and Game Code section 1602 resources. Staged vehicles in proximity to the stream shall have oil drip pans underneath to contain potential leaks.
- 2.42 Decontamination Sites. Permittee shall perform decontamination of vehicles and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into areas subject to Fish and Game Code section 1602 and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.

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 Restoration of Temporary Impacts. Permittee shall restore a total of 14.45 acres of temporary impacts to pre-Project conditions or better. Restoration activities shall occur at each Project location and commence within 30 days of completion of Project activities at each location. Restoration shall include but not limited to: (1) contouring the ground surface to pre-impact grade; (2) removing all construction related materials, trash, and debris; (3) replacement of collected topsoil/substrate; (4) seeding and/or planting; and (5) replacing any natural materials/refugia moved

during Project activities. Photo documentation shall be provided within 30 days of completing the restoration activities at given temporary impacted location.

- 3.1.1 Restoration and Vegetation Plan. Permittee shall submit a Restoration and Vegetation Plan to CDFW for review and approval within 30 days prior to starting Project activities. The plan shall include but not limited to: restoration and contouring methods to match pre-Project conditions or better; a plant palette of plant species to be restored and found naturally in the Project location; success criteria; and a schedule and annual reporting (see Measure 4.6) for a period of 3 years during which time monitoring and maintenance shall occur until success criteria are met. CDFW may deem restoration successful before 3 years if success criteria are met before then.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Pre-Project Survey Summary. Permittee shall submit to CDFW by email to Steven.Recinos@wildlife.ca.gov and to the Contact Information below pre-Project survey results as described in Measure 2.13, 2.16. , 2.21.1, 2.22, and 2.24 at least 1 day prior to Project activities commencing at a given Project location.
- 4.2 Burrowing Owl Habitat Assessment and Surveys. Permittee shall submit the results of the habitat assessment within 5 days of completion for each Project location, per Measure 2.20.1. If the burrowing owl habitat assessment identifies burrowing owl habitat or sign of burrowing owl, non-breeding or breeding surveys shall be conducted and submitted within 5 days of completion for each Project location, per Measure 2.20.2. To confirm the presence/absence from the previous surveys, Permittee shall submit surveys conducted per Measure 2.20.3 within 1 day prior to commencement of Project activities.
- 4.3 Mohave Ground Squirrel Surveys. If surveys for Mohave ground squirrel are conducted, Permittee shall submit the results of the Mohave ground squirrel visual surveys per Measure 2.23 within 5 days of completing surveys for each Project location.
- 4.4 Notification to CNDDDB. If any special-status or listed species are observed on or in proximity to the Project sites, or during Project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to CNDDDB within five working days of the sightings. The CNDDDB form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. A copy of this information shall be emailed within 7 days to the CDFW staff associated with this Project.
- 4.5 Annual Reporting. Permittee shall submit a report to CDFW annually for the term of this Agreement or until construction is complete that describes the Project activities conducted within and during the previous annual term by January 30th of the following year. Permittee shall notify CDFW if no Project activities occurred during

a given year. The annual report shall include: a summary of the Project activities completed; total area of impact for each location; summary of all pre-Project survey results; and, if relevant, any monitoring of species. Permittee shall provide the final annual report to CDFW no later than 30 days after the Project is completed at all locations. The annual report shall include pre-Project photographs and post-Project photographs.

- 4.6 Reporting of Restoration of Temporary Impacts. Permittee shall provide an annual monitoring report to demonstrate the progress and success of the restoration required in Measure 3.1. The first annual monitoring report shall be submitted 1 year after the start of implementation of the Restoration and Revegetation Plan. The monitoring reports shall include: 1) Photographs of the revegetated and restored areas; 2) Restoration, monitoring, and maintenance efforts conducted for the following calendar year; and 3) Progress on meeting the success criteria across revegetated areas. The reports shall be submitted for a minimum of 3 years (unless CDFW deems restoration successful before then) during which monitoring and maintenance shall occur until success criteria is met at each Project site or until restoration is deemed complete by CDFW.
- 4.7 Notification of Start and End of Construction. Prior to the initiation of Project activities, Permittee shall provide CDFW with a scheduled list of anticipated commencement dates and anticipated biological surveys to be completed for each Project location. Permittee shall notify CDFW, in writing, at least 5 days prior to initiation of Project activities and at least 5 days prior to completion of Project activities. If Project activities stop or are suspended for more than 30 days, Permittee shall notify CDFW via email within 5 days after suspending Project activities and at least 5 days prior to reinitiating Project activities.
- 4.8 Dead or Injured Species. Permittee shall report any dead or injured CESA- or ESA-listed threatened or endangered species, or fully protected species, or species of special concern found along roads adjacent to a Project site or in Project sites to CDFW within 24 hours of detection via email according to the contact information below. Permittee shall report whether the dead or injured species was found on-site or caused due to Project activities, the location, cause of death, species found, and any other relevant information.
- 4.9 Reporting Violations. Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee to CDFW within 24 hours of the violation occurring.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

Dave Seeley
EPIMS-SBR-58560-R6
TIMP Line 235 and Line 3000 El Dorado-Lugo-Mohave Alternating Current
Pipeline Mitigation Project
555 W 5th Street,
Los Angeles, California 90013
DSeeley@socalgas.com

To CDFW:

California Department of Fish and Wildlife
Inland Deserts Region
EPIMS-SBR-58560-R6
TIMP Line 235 and Line 3000 El Dorado-Lugo-Mhave Alternating Current Pipeline
Mitigation Project
R6LSARreporting@wildlife.ca.gov
ec: Steven.Recinos@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 complying with, or 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 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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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, subdivision (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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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, subdivisions (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 (Fish & G. Code § 1605, subd. (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 Fish and Game Code section 711.4 filing fee listed at <https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees>.

TERM

This Agreement shall expire on June 17, 2030 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

A. Project Location

B. Project Design Plans

C. Project Impacts Map

D. Biologist Resume Form

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 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 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.