



California Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Inland Deserts Region  
3602 Inland Empire Blvd Suite C-220  
Ontario, CA 91764  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN, Jr., Governor  
CHARLTON H. BONHAM, Director



September 21, 2017

Craig Wentworth  
Senior Environmental Planner  
(909) 383-6936  
Environmental Planning  
Caltrans District 8 – San Bernardino

Dear Mr. Wentworth:

**Final Lake or Streambed Alteration Agreement, Notification No. 1600-2016-0072-R6, State Route 58 (SR-58) 4-line Expressway Kramer Junction.**

Enclosed is the final Streambed Alteration Agreement (Agreement) for the SR-58 4-line Expressway Kramer Junction (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the (SR-58) 4-line Expressway Kramer Junction final Environmental Impact Report prepared by the lead agency.

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

If you have any questions regarding this letter, please contact Heather Elder, Environmental Scientist at (909) 980-8607 or by email at [Heather.Elder@wildlife.ca.gov](mailto:Heather.Elder@wildlife.ca.gov).

Sincerely,

Ali Aghili  
Senior Environmental Scientist (Supervisor)

ec: California Department of Fish and Wildlife

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
INLAND DESERTS REGION  
3602 INLAND EMPIRE BOULEVARD, SUITE C-220  
ONTARIO, CA 91764  
(909) 484-0167



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2016-0072-R6

CALIFORNIA DEPARTMENT OF TRANSPORTATION  
STATE ROUTE 58 4-LANE EXPRESSWAY KRAMER JUNCTION PROJECT

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

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on March 28, 2016 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 is located project occurs along SR 58 directly north of the intersection of SR 58 and US Route 395 (Kramer Junction) in unincorporated San Bernardino County, California (Figure 1). The project area extends from approximately 8 miles east of Kramer Junction (Post Mile [PM]) 12.9) to approximately 5.6 miles west of Kramer Junction (PM 0.0) at the Kern County line. The project area occurs within the Boron, Kramer Junction, Saddleback Mountain, and Kramer Hills California, United States Geological Survey (USGS) 7.5-minute series topographic quadrangles. Specifically, the project is in Township 10 North, Range 5 West, Sections 07, 17, 18, 20, and 21, Township 10 North, Range 6 West, Sections 2 through 6, and 11 and 12, Township 10 North, Range 7 West, Section 1, Township 11 North, Range 7 West, Sections 33 through 36, and Township 11 North, Range 6 West, Sections 19 and 31. The geographic coordinates near the middle of the study area are 34.99596° North latitude and 117.54127° West longitude.

## PROJECT DESCRIPTION

The project would improve this section of SR-58 to conform to the previously accomplished 4-lane sections. The upgrade of the existing two-lane section of SR58 will be accomplished by expanding it into a 4-lane expressway, from the Kern County Line to 7.5 mi (12.09 km) east of US395 KP 0 to 20.76 (PM 0 to 12.9). The improvements would add a second expressway travel lane to both directions of travel up to 12.9 mi (20.76 km) long. The work will also include the construction of an access controlled new northerly alignment, joining existing SR58 at KP 5.59 (PM 9.0), a railroad grade separation (overhead), and a spread diamond interchange (separation) at the intersection of SR58 and US395. This proposed diamond interchange with US395 would be located approximately one third of a mile north of the existing junction.

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The project area is approximately 13 mi (20.92 km) in total length, with a total of four alternative alignments (Figure 2), and will permanently impact approximately 455 ac (184.13 ha) of desert habitat.

Drainage ID	Temporary Impacts to WSC and CDFW Streambed (acre)	Temporary Impacts to CDFW Only (acre)	Permanent Impacts to WSC and CDFW Streambed (acre)	Permanent Impacts to CDFW Only (acre)	Temporary Impacts to WSC and CDFW Streambed (feet)	Permanent Impacts to WSC and CDFW Streambed (feet)	Coordinates X, Y (DD)
Drainage 1	0.0008	-	0.296	-	9	3220	-117.6272, 35.0106
Drainage 2	0.0002	-	0.002	-	5	50	-117.6243, 35.0107
Drainage 3	0.0004	-	0.020	-	9	428	-117.6214, 35.0106
Drainage 4	0.021	0.024	0.064	0.094	115	346	-117.5587, 34.9959
Drainage 5	0.019	-	0.023	-	264	329	-117.556, 34.9961
Drainage 6	0.021	0	0.143	0.853	253	1,562	-117.5364, 34.9942
Drainage 7	0.040	-	0.054	-	160	249	-117.524, 34.996
Drainage 8	0.018	0.039	0.020	0.099	197	218	-117.5181, 34.9956
Drainage 9	0.142	0.678	0.185	0.910	222	205	-117.5106, 34.9944
Drainage 10	0.018	-	0.023	-	188	251	-117.5049, 34.993

Drainage 11	0.005	-	0.011	-	101	233	-117.4989, 34.9867
Drainage 12	0.004	-	0.001	-	79	15	-117.4892, 34.9858
Drainage 13	0.004	-	0.001	-	78	16	-117.4886, 34.9855
Drainage 14	0.032	-	0.033	-	171	237	-117.4881, 34.9852
Drainage 15	0.020	-	0.017	-	177	143	-117.4869, 34.9846
Drainage 16	0.017	-	0.012	-	177	136	-117.4863, 34.9843
Drainage 17	0.021	-	0.027	-	180	185	-117.4855, 34.9838
Drainage 18	0.001	-	0.003	-	22	70	-117.4848, 34.9835
Drainage 19	0.011	-	0.018	-	168	126	-117.4828, 34.9824
Drainage 20	0.003	-	0.008	-	26	70	-117.4821, 34.982
Drainage 21	0.003	-	0.007	-	29	70	-117.4817, 34.9818
Drainage 22	0.002	-	0.006	-	26	66	-117.481, 34.9814
Drainage 23	0.003	-	0.008	-	28	67	-117.4805, 34.9812
Drainage 24	0.003	-	0.007	-	29	70	-117.4796, 34.9807
Drainage 25	0.003	-	0.007	-	38	79	-117.4785, 34.9801
Drainage 26	0.005	-	0.010	-	34	68	-117.4777, 34.9797
Drainage 27	0.028	-	0.011	-	249	91	-117.4771, 34.9794
Drainage 28	0.004	-	0.007	-	38	57	-117.4761, 34.9789
Drainage 29	0.010	-	0.001	-	210	22	-117.4754, 34.9792
Drainage 30	0.009	-	0.003	-	193	67	-117.4744, 34.9787
Drainage 31	0.018	-	0.012	-	243	161	-117.4741, 34.9784
Drainage 32	0.020	-	0.014	-	249	173	-117.4742, 34.9779
Drainage 33	0.011	-	0.007	-	234	160	-117.4732, 34.978
Drainage 34	0.013	-	0.008	-	235	121	-117.4725, 34.9777
Drainage	0.023	-	0.013	-	370	173	-117.4687, 34.9751

35							
Drainage 36	0.635	-	0.392	-	388	235	-117.4668, 34.9746
Drainage 37	0.046	-	0.038	-	287	204	-117.4345, 34.9577
Drainage 38	0.017	-	0.002	-	209	20	-117.4308, 34.9557
Drainage 39	0.006	-	0	-	68	0	-117.4259, 34.9539
Drainage 40	0.005	-	0	-	113	0	-117.4136, 34.9493
Drainage 41	0.008	-	0	-	123	0	-117.4097, 34.9459
Drainage 42	0.006	-	0	-	121	0	-117.4064, 34.9467
Drainage 43	0.006	-	0	-	129	0	-117.4058, 34.9465
Drainage 44	0	-	0	-	0	0	-117.5464, 35..357
Drainage 45	0	-	0	-	0	0	-117.5464, 35.0365
Drainage 46	0	-	0	-	0	0	-117.5466, 35.0366
Drainage 47	0	1.772	0	0.835	-	-	-117.5679, 34.9966
Drainage 48	0	0.241	0	0.351	-	-	-117.5035, 34.9926
Drainage 49	0	0.017	0	.003	-	-	-117.4816, 34.9824
Drainage 50	0	0.016	0	0.003	-	-	-117.4814, 34.9824
Drainage 51	0	0.016	0	0.004	-	-	-117.4809, 34.982
Drainage 52	0	0.016	0	0.003	-	-	-117.4803, 34.9818
Drainage 53	0	0.006	0	0.031	-	-	-117.479, 34.9811
Drainage 54	0	0.017	0	0.003	-	-	-117.4788, 34.981
Drainage 55	0	0.017	0	0.003	-	-	-117.4782, 34.9807
Drainage 56	0	0.018	0	.003	-	-	-117.478, 34.9806
Drainage 57	0	0.017	0	0.003	-	-	-117.4756, 34.9793
Drainage 58	0	0.021	0	0.012	-	-	-117.4747, 34.9788
Playa 1	0.106	-	0.314	-	41	129	-117.6064, 35.0081
Playa 2	0	-	0.070	-	0	59	-117.6038, 35.0074

Playa 3	0.004	-	0.036	-	17	52	-117.6012, 35.0065
Playa 4	0	-	0.006	-	0	18	-117.601, 35.0065
Playa 5	0.147	-	0	-	55	0	-117.6012, 35.0062
Playa 6	0	-	0.032	-	0	32	-117.6, 35.0065
Playa 7	0	-	0.008	-	0	23	-117.5998, 35.0066
Playa 8	0.019	-	0.150	-	25	93	-117.5993, 35.0064
Playa 9	0	-	0.005	-	0	17	-117.5998, 35.61
Playa 10	0.022	-	0.009	-	27	18	-117.5999, 35.006
Playa 11	0.005	-	0	-	16	0	-117.5995, 35.0058
Playa 12	0.006	-	0	-	16	0	-117.5978, 35.0049
Playa 13	0.009	-	0	-	18	0	-117.5961, 35.0045
Playa 14	0.009	-	0	-	21	0	-117.5959, 35.0044
Playa 15	0	-	0.127	-	0	202	-117.5928, 35.0036
Playa 16	0	-	0.017	-	0	30	-117.5927, 35.0034
Playa 17	0.029	-	0	-	35	0	-117.5922, 35.0029
Playa 18	0.015	-	0	-	20	0	-117.5922, 35.0028
Playa 19	0	-	0.029	-	0	32	-117.5918, 35.0032
Playa 20	0	-	0.021	-	0	35	-117.5913, 35.0034
Playa 21	0	-	0.036	-	0	40	-117.5914, 35.003
Playa 22	0	-	0.011	-	0	28	-117.591, 35.0034
Playa 23	0.021	-	0	-	25	0	-117.5914, 35.0026
Playa 24	0	-	0.033	-	0	38	-117.5907, 35.0025
Playa 25	0.220	-	0.065	-	116	57	-117.5899, 35.003
Playa 26	0.009	-	0	-	16	0	-117.5907, 35.0022
Playa 27	0.013	-	0	-	23	0	-117.5904, 35.0021
Playa 28	0	-	0.047	-	0	43	-117.5899, 35.0023
Playa 29	0.019	-	0	-	23	0	-117.5896, 35.0028
Playa 30	0.046	-	0.017	-	0	68	-117.5892, 35.0025
Playa 31	0	-	0.037	-	0	35	-117.5894, 35.0024
Playa 32	0	-	0.012	-	0	25	-117.5892, 35.0022
Playa 33	0	-	0.011	-	0	28	-117.5891, 35.002
Playa 34	0.041	-	0	-	65	0	-117.5886, 35.0025
Playa 35	0.024	-	0.026	-	25	0	-117.5887, 35.0023
Playa 36	0.007	-	0	-	20	0	-117.5884, 35.0024
Playa 37	0	-	0.016	-	0	19	-117.5889, 35.0018
Playa 38	0.010	-	0	-	16	0	-117.5892, 35.0016
Playa 39	0.007	-	0	-	14	0	-117.589, 35.0016
Playa 40	0.041	-	0.039	-	27	31	-117.5881, 35.0021
Playa 41	0	-	0.029	-	0	23	-117.5881, 35.0018
Playa 42	0	-	0.009	-	0	25	-117.5879, 35.0018
Playa 43	0.018	-	0.023	-	26	26	-117.5876, 35.0019
Playa 44	0	-	0.013	-	0	23	-117.5878, 35.0016
Playa 45	0	-	0.138	-	0	29	-117.5874, 35.0014
Playa 46	0.201	-	0.042	-	99	35	-117.587, 35.0017
Playa 47	0	-	0.007	-	0	18	-117.587, 35.0013

Playa 48	0.032	-	0	-	44	0	-117.5865, 35.0017
Playa 49	0	-	0.038	-	0	63	-117.5864, 35.0011
Playa 50	0.131	-	0.025	-	68	24	-117.5862, 35.0014
Playa 51	0.018	-	0.004	-	27	11	-117.5861, 35.0007
Playa 52	0.006	-	0.018	-	17	27	-117.5856, 35.0012
Playa 53	0	-	0.050	-	0	53	-117.5857, 35.001
Playa 54	0	-	0.038	-	0	90	-117.5857, 35.0009
Playa 55	0	-	0.014	-	0	24	-117.5856, 35.0008
Playa 56	0	-	0.012	-	0	27	-117.5855, 35.0007
Playa 57	0.019	-	0	-	33	0	-117.5859, 35.0005
Playa 58	0.024	-	0	-	54	0	-117.5852, 35.0013
Playa 59	0	-	0.024	-	0	29	-117.5855, 35.0005
Playa 60	0.032	-	0	-	73	0	-117.5853, 35.0003
Playa 61	0	-	0.021	-	0	55	-117.5848, 35.0004
Playa 62	0.413	-	0.149	-	89	44	-117.5842, 35.0006
Playa 63	0	-	0.087	-	0	84	-117.5841, 35.0002
Playa 64	0.022	-	0.205	-	34	106	-117.5833, 35.0002
Playa 65	0	-	0.138	-	0	65	-117.5827, 35.000
Playa 66	0.055	-	0	-	84	0	-117.5823, 35.0001
Playa 67	0.003	-	0.042	-	10	52	-117.5823, 34.9999
Playa 68	0	-	0.010	-	0	29	-117.582, 34.9998
Playa 69	0	-	0.016	-	0	50	-117.582, 34.9997
Playa 70	0	-	0.007	-	0	24	-117.5821, 34.9995
Playa 71	0	-	0.078	-	0	85	-117.5818, 34.9997
Playa 72	0.030	-	0	-	22	0	-117.5817, 35.0001
Playa 73	0.013	-	0	-	25	0	-117.5815, 34.9999
Playa 74	0.084	-	0	-	72	0	-117.5819, 34.9991
Playa 75	0.031	-	0	-	63	0	-117.5813, 34.999
Playa 76	0.093	-	0.068	-	118	67	-117.5811, 34.9996
Playa 77	0.012	-	0.014	-	18	21	-117.5807, 34.9995
Playa 78	0.044	-	0	-	86	0	-117.5803, 34.9996
Playa 79	0	-	0.068	-	0	87	-117.5806, 34.9993
Playa 80	0	-	0.060	-	0	57	-117.5803, 34.9992
Playa 81	0.008	-	0	-	20	0	-117.5808, 34.9988
Playa 82	0.008	-	0	-	14	0	-117.5794, 34.9994
Playa 83	0.024	-	0.021	-	64	32	-117.5796, 34.9992
Playa 84	0	-	0.152	-	0	105	-117.5794, 34.999
Playa 85	0	-	0.041	-	0	31	-117.5792, 34.9986
Playa 86	0	-	0.022	-	0	41	-117.5789, 34.9989
Playa 87	0.005	-	0	-	14	0	-117.5789, 34.9982
Playa 88	0.021	-	0	-	29	0	-117.5785, 34.9982
Playa 89	0.022	-	0	-	52	0	-117.5778, 34.9981
Playa 90	0.006	-	0	-	19	0	-117.5777, 34.9979
Playa 91	0.079	-	0.011	-	101	23	-117.5764, 34.9978
Playa 92	0	-	0.138	-	0	76	-117.5761, 34.998

Playa 93	0	-	0.019	-	0	37	-117.576, 34.9982
Playa 94	0.008	-	0.029	-	16	18	-117.5758, 34.9983
Playa 95	0.042	-	0	-	75	0	-117.5757, 34.9985
Playa 96	0	-	0.049	-	0	76	-117.5757, 34.998
Playa 97	0.012	-	0	-	21	0	-117.5761, 34.9977
Playa 98	0.043	-	0.019	-	96	40	-117.5759, 34.9977
Playa 99	0	-	0.010	-	0	26	-117.5726, 34.9972
Playa 100	0.004	-	0	-	0	0	-117.5695, 34.9976
Playa 101	0.041	-	0	-	0	0	-117.5695, 34.9979
Playa 102	0.019	-	0	-	0	0	-117.5964, 34.9982
Playa 103	0.015	-	0	-	0	0	-117.5692, 34.9982
Playa 104	0.018	-	0	-	0	0	-117.56888, 34.998
Playa 105	0.016	-	0	-	0	0	-117.5688, 34.9982
Playa 106	0.027	-	0	-	0	0	-117.5685, 34.9982
Playa 107	0.017	-	0	-	0	0	-117.5685, 34.9979
Playa 108	0.026	-	0	-	0	0	-117.5684, 34.9981
Playa 109	0.009	-	0	-	0	0	-117.5683, 34.9982
Playa 110	0.006	-	0	-	0	0	-117.5682, 34.9982
Playa 111	0.003	-	0	-	0	0	-117.5681, 34.9981
Playa 112	0.004	-	0	-	0	0	-117.5681, 34.998
Playa 113	0.014	-	0	-	0	0	-117.5671, 34.998
Playa 114	0.006	-	0	-	0	0	-117.5668, 34.9979
Playa 115	0.006	-	0	-	0	0	-117.5662, 34.9978
Playa 116	0.006	-	0	-	0	0	-117.5661, 34.9977
Playa 117	0.037	-	0	-	0	0	-117.5661, 34.9975
Playa 118	0.091	-	0	-	0	0	-117.5658, 34.9979
Playa 119	0.007	-	0	-	0	0	-117.5659, 34.9981
Playa 120	0.022	-	0	-	0	0	-117.5657, 34.9974
Playa 121	0.029	-	0	-	0	0	-117.5654, 34.9977
Playa 122	0.031	-	0	-	0	0	-117.5654, 34.998
Playa 123	0.015	-	0	-	0	0	-117.5653, 34.9982
Playa 124	0.441	-	0	-	0	0	-117.5649, 34.9978
Playa 125	0.011	-	0	-	0	0	-117.5643, 34.9979
Playa 126	0.013	-	0	-	0	0	-117.564, 34.9982
Playa 127	0.012	-	0	-	0	0	-117.5639, 34.998
Playa 128	0.004	-	0	-	0	0	-117.5637, 34.998
Playa 129	0.028	-	0	-	0	0	-117.563, 34.998
Playa 130	0	-	0.012	-	0	23	-117.5554, 34.9959
Playa 131	0	-	0.015	-	0	28	-117.5551, 34.9961
Playa 132	0	-	0.033	-	0	42	-117.5551, 34.9958
Playa 133	0.003	-	0.003	-	10	11	-117.5551, 34.995
Playa 134	0.001	-	0.011	-	5	27	-117.5549, 34.9957
Playa 135	0	-	0.010	-	0	27	-117.5548, 34.9957
Playa 136	0	-	0.007	-	0	21	-117.5546, 34.9958
Playa 137	0	-	0.008	-	0	20	-117.5549, 34.9962

Playa 138	0.004	-	0.124	-	16	114	-117.5547, 34.9962
Playa 139	0.020	-	0	-	55	0	-117.555, 34.9965
Playa 140	0.021	-	0	-	30	0	-117.5547, 34.9965
Playa 141	0.002	-	0.004	-	11	15	-117.5545, 34.9964
Playa 142	0.001	-	0.014	-	7	31	-117.5544, 34.9963
Playa 143	0.024	-	0	-	31	0	-117.5544, 34.9965
Playa 144	0.080	-	0.009	-	79	8	-117.5541, 34.9964
Playa 145	0	-	0.008	-	0	21	-117.5542, 34.9963
Playa 146	0.033	-	0	-	19	0	-117.5287, 34.9964
Playa 147	1.499	-	0.125	-	152	876	-117.4504, 34.9666
Playa 148	0	-	0	-	0	0	-117.5456, 35.0366
Playa 149	0	-	0	-	0	0	-117.5449, 35.0367
Playa 150	0	-	0	-	0	0	-117.5446, 35.0366
Playa 151	0	-	0	-	0	0	-117.6145, 34.0057
Playa 152	0	-	0	-	0	0	-117.6135, 35.0058
Playa 153	0	-	0	-	0	0	-117.6118, 35.0058
Playa 154	0	-	0	-	0	0	-117.6109, 35.0056
Playa 155	0	-	0	-	0	0	-117.6101, 35.0054
Playa 156	0	-	0	-	0	0	-117.6095, 35.0051
Playa 157	0	-	0	-	0	0	-117.6084, 35.0054
Playa 158	0	-	0	-	0	0	-117.6068, 35.0052
<b>Total</b>	<b>6.3</b>	<b>2.94</b>	<b>5.0</b>	<b>3.18</b>	<b>8,903</b>	<b>14,267</b>	

## PROJECT IMPACTS

**Native plant species:** cheesebush (*Hymenoclea salsola*), shadscale (*Atriplex confertifolia*), and goldenbush (*Ericameria* species). Associated understory species included rice grass (*Achnatherum hymenoides*), Mediterranean grass (*Schismus* species), checker fiddleneck (*Amsinckia tessellata*), California dandelion (*Malacothrix californica*), small flowered blazing star (*Mentzelia albicaulis*), yellow pepper-weed (*Lepidium flavum* var. *flavum*), Fremont's pincushion (*Chaenactis fremontii*), tansy mustard (*Descurainia pinnata*), and California mustard (*Guillenia lasiophylla*).

**Mammals:** Merriam's kangaroo rat (*Dipodomys merriami*), white-tailed antelope ground squirrel (*Ammospermophilus leucurus*), desert wood rat (*Neotoma lepida*), and cactus mouse (*Peromyscus eremicus*), Desert cottontail (*Sylvilagus audubonii*) and black-tailed jackrabbit (*Lepus californicus*), coyote (*Canis latrans*), gray fox (*Urocyon cinereargenteus*), desert kit fox (*Vulpes macrotis*), bobcat (*Felis rufus*), and mountain lion (*Felis concolor*) **Reptiles:** side-blotched lizard (*Uta stansburuana*), western whiptail (*Cnemidophorus tigris*), desert iguana (*Dipsosaurus dorsalis*), zebra-tailed lizard (*Urosaurus grasioisus*), and desert horned lizard (*Phrynosoma platyrhinos*), coachwhip (*Masticophis flagellum*), Mojave patchnose snake (*Salvadora hexalepis mojavensis*), Great Basin gopher snake (*Rhinocheilus lecontei lecontei*), Sonoran ground snake

(*Sonora semiannulata*), Mojave shovelnose snake (*Chionactis occipitalis occipitalis*), desert night snake (*Hypsiglena torquata deserticola*), Mojave Desert sidewinder (*Crotalus cerastes*), and speckled rattlesnake (*Crotalus mitchelli*). **Bird:** common raven (*Corvus corax*), house finch (*Carpodacus mexicanus*), mourning dove (*Zenaida macroura*), horned lark (*Eremophila alpestris*), rock wren (*Salpinctes obsoletus*), black-throated sparrow (*Amphispiza bilineata*), and greater roadrunner (*Geococcyx californianus*), brewer's sparrow (*Spizella brewerii*), sage sparrow (*Amphispiza bellii*), yellow-rumped (Audubon's) warbler (*Denroica coronata audoboni*), and American pipit (*Anthis rubescens*), red-tailed hawk (*Buteo jamaicensis*), golden eagle (*Aquila chrysaetos*), barn owl (*Tyto alba*), burrowing owl (*Athene cunicularia*). **Invasive Species** Seaside barley (*Hordeum marinum*), Wild oat (*Avena fatua*), Foxtail chess (*Bromus madritensis* ssp. *Rubens*), Cheat grass (*Bromus tectorum*), Tamarisk (*Tamarix parviflora*), Russian thistle (*Salsola tragus*), Black mustard (*Brassica nigra*), Sahara mustard (*Brassica tournefortii*), Oleander (*Nerium oleander*).

### Special Status Species

**Birds** Burrowing owl (*Athene cunicularia*), yuma clapper rail (*Rallus longirostris yumanensis*), **Reptiles** Desert tortoise (*Gopherus agassizi*), **Mammals** Mohave ground squirrel (*Spermophilus Mohavensis*) desert kit fox (*Vulpes macrotis*); grey fox (*Urocyon cinereoargenteus*); California ground squirrel (*Spermophilus beecheyi*); White-tailed antelope squirrel (*Ammospermophilus leucurus*); Botta pocket gopher (*Thomomys bottae*); and bobcat (*Lynx rufus*). **Native Plants Species** Mojave milkweed (*Aseclepias nyctaginifolia*), white-bracted spine flower (*Chorizanthe xanti* var. *leucotheca*), desert cymopterus (*Cymopterus deserticola*), Mojave monkey flower (*Mimulus mohavensis*), Beaver dam breadroot (*Pediomelum castoreum*), Booth's evening-primrose (*Eremothera bothii* ssp. *Bothii*) and Sagebrush (*sagebrush loeflingia*).

The construction of the Project will permanently impact 8.18 acres of CDFW jurisdiction which will be compensated for as specified in the compensatory section of this agreement. The project will also impact 9.24 acres of temporary impacts, temporary impacts shall be restored as specified in the Revegetation and Restoration Plan.

## 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 Compliance with other Agencies. This Agreement does not relieve the Permittee of responsibility for compliance with applicable federal, state, or local laws, ordinances or grant conditions.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.6 Nesting Birds. This Agreement does not authorize take of Nesting Birds. Sections 3503, 3503.5 and 3513 pursuant to FGC prohibits 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).
- 1.7 Other Project Documents Submitted to CDFW. Any other required reports, survey results, and other project documentation shall be submitted by mail or via e-mail to the current CDFW staff associated with this project. When no immediate CDFW staff is available to receive these documents, then they shall be submitted to the CDFW regional office, at 3602 Inland Empire Boulevard, Suite C-220, Ontario, CA 91764, Attn: Streambed Alteration Staff, or, may be sent electronically to the CDFW inbox via email at: [AskRegion6@wildlife.ca.gov](mailto:AskRegion6@wildlife.ca.gov). For all documents, please reference, Agreement No. 1600-2016-0067-R6, in the subject line.

## **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 Biologist(s). Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biologist(s) (Designated Biologist(s)) before commencement of project activities (including construction and/or site preparation). Permittee shall ensure that the Designated Biologist(s) is knowledgeable and experienced in the biology, natural history, collecting, and handling of appropriate species. The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in the clearing or grading of sensitive

habitat as well as grading, excavation, and/or other ground-disturbing activities in jurisdictional areas. The Designated Biologist(s) shall flag the limits of grading and the jurisdictional areas, perform necessary surveys, and take photographs during the construction process, as required by this Agreement. Permittee shall obtain CDFW approval of Designated Biologist(s) in writing before commencement of project activities (Including site preparation), and shall also obtain approval in advance in writing if a Designated Biologist must be changed.

- 2.2 On-site Designated Biologist(s) with Stop work Authorization. The Designated Biologist(s) shall have the authority to immediately stop any project activities; if a State listed Species of Special Concern, or threatened or endangered species are found within the Project work area. The Designated Biologist(s) shall immediately stop work within the Project work area and notify CDFW in writing, via email (heather.Elder@wildlife.ca.gov), and by calling Heather Elder, Environmental Scientist at (909) 980-8607 and the Regional Office at (909) 484-0167. Consultation with CDFW is required prior to cancellation of a stop work order.
- 2.3 Worker Environmental Awareness Program. Prior to any construction activities on the project site, the Permittee will implement a Worker Environmental Awareness Program (WEAP) to educate on-site workers about sensitive environmental issues associated with the Project. The program will be administered to all on-site personnel, including the Permittee's personnel, contractors, and all subcontractors, prior to the employee's commencing work on the site. The WEAP will include but not be limited to protected species that have potential to occur within the Project site, including the Mojave desert tortoise, burrowing owl, desert kit fox, as well as nesting birds, plants, and other wildlife species.
- 2.4 Best Management Practices. Permittee shall actively implement Best Management Practices (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 CDFW jurisdictional areas. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site 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 expands when spread.
- 2.5 Work Period in Dry Weather Only. Work within the desert dry washes 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. Construction

activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72 hour weather forecast indicates a 20% or less chance of precipitation, provided no work occurs in the stream bed if water is flowing. If a construction phase may cause the introduction of sediments into the stream: no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

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

### **Desert Tortoise**

Take of any California Endangered Species Act (CESA)-listed species is prohibited except as authorized by state law (Fish and Game Code, §§ 2080 & 2085). Consequently, if a project, including project construction or any project-related activity during the life of the project, results in take of CESA-listed species, the Department recommends that the project proponent seek appropriate authorization prior to project implementation. This may include an incidental take permit (ITP) or a consistency determination (Fish and Game Code, §§ 2080.1 & 2081).

- 2.7 Check for Wildlife in Pipes / Construction Materials. Permittee shall visually check all sections of pipe / construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together, or shall have the ends capped while stored on site so as to prevent wildlife from entering. After attachment of the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped within the pipeline.
- 2.8 Escape Ramp in Trench. At the end of each work day, Permittee shall place an escape ramp at each end of the open trench to allow any animals that may have become entrapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degree.
- 2.9 Wildlife Culverts Crossings Design. Wildlife drainages will be designed with a flat (soft) bottom as well as ripping up a certain distance of the existing SR-58 and

allowing it to revert back to its natural state in order to be used as a wildlife crossing for desert tortoise and other small animals. To the extent feasible, all culverts will be constructed with their inverts on natural ground approximating the gradient of the flow line they are to serve, for purposes of helping to prevent bed load deposition in the culvert.

2.10 Wildlife Culvert Crossing Maintenance. All wildlife crossings will be inspected, and cleared of sediment and debris after all major storm events. A qualified biologist shall be on site during any maintenance activities. The qualified biologist should inspect the culverts for desert tortoise that may be trapped or crossing the culverts. A maintenance gate will be placed at each of the wildlife crossing with desert tortoise fencing attached to it.

2.11 Desert Tortoise Fencing. Permanent desert tortoise exclusion fencing will be placed along the proposed project length paralleling the Right of Way (ROW) prior to surface disturbance to prevent encounters with desert tortoise during construction activities. The fence will be tied into the wildlife crossings and attached to the culverts and will then parallel the ROW again. The fence will allow for wildlife to follow the fence line into the culvert for safe crossings and eliminates the possibility of desert tortoise entering the culverts that are not designed as wildlife crossings.

2.12 Temporary Desert Tortoise Fencing. Temporary desert tortoise fencing will be placed along areas that activities are only temporary. The temporary fencing shall be placed around all borrow sites especially the ponding sites, the fencing shall also be placed around all PG&E activities while excavating and rerouting the pipelines.

2.13 Pre-construction sweeps. Within the proposed project site sweeps will be conducted before construction, to ensure that desert tortoises are absent from the project area. Additionally, biological monitors will be on site during construction of the desert tortoise exclusion fencing. Upon completion of construction of the desert tortoise exclusion fencing, an on-call biologist will be available should desert tortoise be encountered during construction activities.

2.14 Decommissioning of Borrow Sites. The Permittee shall submit for approval a Decommissioning Plan identifying specific measures for decommissioning the borrow pits. The Borrowing Decommission Plan shall include the ways in which the Permittee will avoid any species from becoming trapped within the pit and what they will do if a species does become trapped. The Plan shall be submitted and approved prior to finishing the project.

### Nesting Birds

2.15 Nesting Bird/Burrowing Owl Plan. **No less than 30 days prior to construction**, Permittee shall submit to CDFW for review and approval a Nesting Bird/Burrowing

Owl 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, including Burrowing Owl. The NBP shall include at a minimum: monitoring protocols; survey timing and duration; the creation, maintenance, and submittal to CDFW of a bird-nesting log; and Project-specific avoidance and minimization measures. Avoidance and minimization measures shall include, at a minimum: project phasing and timing, monitoring of project-related noise, sound walls, and buffers. The NBP shall be submitted to CDFW via email to: Heather Elder.

- 2.16 Work Period and Time Limits - Bird Nesting Surveys.** 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 prohibit the take of all birds and their nests. The Designated Biologist(s) shall survey the entirety of the project site, and within a recommended 500-foot buffer (with the exception of inaccessible private properties) surrounding the project site for both diurnal and nocturnal nesting birds, prior to commencing project activities (including construction and/or site preparation). Surveys shall be conducted by the Designated 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 no nesting activities were observed, project activities may begin. If an active bird nest is located, the Designated Biologist(s) shall implement and monitor specific avoidance and minimization measures as specified in the CDFW-approved NBP.

## **Burrowing Owl**

- 2.17 Burrowing Owl Habitat Assessment.** Habitat assessments, surveys, impact assessments, and all associated reports shall be completed following the recommendations and guidelines provided within the *Staff Report on Burrowing Owl Mitigation* (Department of Fish and Game, March 2012). It is the responsibility of the Project proponent to ensure compliance with these laws for the entire Project site.

Prior to the initiation of any Project activities, Permittee shall conduct a burrowing owl habitat assessment. The assessment shall be conducted by a biologist knowledgeable of burrowing owl habitat, ecology, and field identification of the species and burrowing owl sign and in accordance with the attached *Staff Report on Burrowing Owl Mitigation* (Department of Fish and Game, March 2012). The assessment shall consist of walking the entire Project site and adjoining areas within 150 meters, including areas that may be indirectly impacted by the Project, to identify the presence of burrowing owl habitat. A report summarizing the results of the habitat assessment shall be submitted to CDFW in accordance with the Nesting Bird/Burrowing Owl plan, following the completion of the assessment and shall include all information as outlined in Appendix C of the *Staff Report on*

*Burrowing Owl Mitigation* (Department of Fish and Game, March 2012). Note that Burrowing Owl habitat assessments dated more than one year prior to the construction start date will not be accepted by CDFW. If no suitable habitat is found on-site, no additional surveys are necessary. If suitable habitat is found onsite, burrowing owl surveys shall be conducted by a qualified biologist during the breeding season of February 1 through September 30 in accordance with the attached *Staff Report on Burrowing Owl Mitigation* (Department of Fish and Game, March 2012). Survey results shall be submitted to CDFW within 30 days of completion of surveys following the guidelines provided in Appendix D of the *Staff Report on Burrowing Owl Mitigation* (Department of Fish and Game, March 2012). If surveys confirm occupied Burrowing Owl habitat in or adjoining the Project area, the Permittee shall contact CDFW and conduct an impact assessment, in accordance with *Staff Report on Burrowing Owl Mitigation* (Department of Fish and Game, March 2012), to assist in the development of avoidance, minimization, and mitigation measures, prior to commencing Project activities. Reports shall be mailed to CDFW at Heather Elder, Environmental Scientist, at 3602 Inland Empire Boulevard Suite C-220, Ontario, California, 91764. **Please reference 1600-2016-0072-R6.**

## **Vegetation removal and restoration**

- 2.18 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 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> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.19 Non-native plant removal: The Permittee shall remove any non-native vegetation from the work area and shall dispose of it in a manner and a location which prevents its reestablishment.
- 2.20 Pre-project vegetation surveys. No more than 30 days prior to the initiation of any Project activities or within the desert flowering season (March-June), the Permittee shall submit to CDFW a survey of the proposed Project areas. These surveys shall include the following information: (A) a description of the proposed Project; (B) a summary of vegetation present, including species present and percent cover; and (C) any proposed avoidance/minimization measures that will be employed to protect native species. If the pre-project vegetation surveys identify any sensitive or rare plant species, the Permittee shall contact CDFW **via email at: [Heather.Elder@wildlife.ca.gov](mailto:Heather.Elder@wildlife.ca.gov)**.
- 2.21 Revegetation and Restoration Plan. No less than 30 days prior to the initiation of any Project activities, the Permittee shall submit a Revegetation and Restoration

Plan to CDFW for review and written approval. The Revegetation and Restoration Plan shall include a plant palette of species to be used in the revegetation, success criteria, monitoring & reporting, and corrective actions to be taken when mitigation measures do not meet the proposed success criteria. The Revegetation and Restoration Plan shall also focus on the restoration of the stream geomorphology and flow regimes within the project area allowing it to retreat back to its natural path. The Revegetation and Restoration Plan shall ensure no net loss of habitat or fish and wildlife resource values.

2.22 Temporary Staging Areas. All temporary staging areas, storage areas, and access roads involved with this project will occur within the permanent impact area (future pavement, median, on- and off ramps, interchanges etc.).

- a) 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 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.
- b) 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 Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- c) 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, wash, or wetland. 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 streambed or wash.
- d) All equipment or vehicles driven and/or operated within or adjacent to a streambed or channel shall be checked daily and maintained as need to prevent deleterious material leaks.
- e) No equipment maintenance shall be done within or near any streambed, wash, or wetland where petroleum products or other pollutants from the equipment may enter these areas under any flow.

### 3. Compensatory Measures

The Project will permanently impact 8.18 acres of CDFW jurisdiction, to compensate for the loss of the jurisdiction; the Permittee shall either purchase 24.54 acres at a ratio of 3:1 of credits from a CDFW-approved mitigation or conservation bank OR shall provide for both the permanent protection and management of 24.54 acres of dry desert washes that are equal or better to the impacted areas. A proposed mitigation plan shall be submitted to CDFW within 9 months after starting construction. The mitigation plan shall be approved by CDFW prior to any land acquisition or purchasing of credits.

### 4. Reporting Measures

- 4.1 Notification to CNDDDB. If any sensitive species are observed on or in proximity to the project site, or during project surveys, Permittee shall submit California Natural Diversity Data Base (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: <http://www.dfg.ca.gov/biogeodata/cnddb/mapsanddata.asp>. This information shall be mailed within five days to: Department of Fish and Wildlife, California Natural Diversity Data Base, 1807 13th Street, Suite 202, Sacramento, CA 95814, Phone (916) 324-3812. A copy of this information shall also be mailed within five days to Department of Fish and Wildlife, Inland Deserts Region at the address below under Contact Information. **Please reference SAA # 1600-2016-0072-R6.**
- 4.2 Notification of Start of Construction. Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of project activities in jurisdictional areas, and at least five (5) days prior to completion of project activities in jurisdictional areas. Notification shall be sent to CDFW at 3602 Inland Empire Blvd., Suite-C220, Ontario, CA 91764 Attn: Lake and Streambed Alteration Team. Please reference **SAA # 1600-2016-0072-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 W. 4<sup>th</sup> Street, 6<sup>th</sup> Floor, MS 822  
San Bernardino, CA 92401

To CDFW:

Department of Fish and Wildlife  
Inland Deserts Region  
3602 Inland Empire Blvd Suite C-220  
Ontario, CA 91764  
Attn: Lake and Streambed Alteration Program – Heather Elder  
Notification #1600-2016-0072-R6  
(909) 980-8607  
[Heather.Elder@wildlife.ca.gov](mailto:Heather.Elder@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 [http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

### **TERM**

This Agreement shall expire on **September 1, 2022**, 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.

### **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.

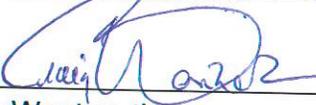
### **AUTHORIZATION**

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

9/15/2017  
Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

  
\_\_\_\_\_  
Bruce Kinney  
Environmental Program Manager

9/21/17  
Date

Prepared by: Heather Elder  
Environmental Scientist