

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



STREAMBED ALTERATION AGREEMENT
EPIMS-SBR-19376-R6

I-15 LOGISTICS LLC.
I-15 LOGISTICS PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and I-15 Logistics LLC. (Permittee) as represented by Andrea Arcilla.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on May 5, 2021 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 project is located within seven drainages in the City of Fontana within the County of San Bernardino, State of California; Latitude 34.177939 N, Longitude -117.446006 W (Attachment 1). The project is located along Lytle Creek Road northwest of Interstate 15, west of Sierra Avenue, and on the southwestern foothills of the San Gabriel Mountains; Sections 7 and 18, Township 1 North, Range 5 West, U.S. Geological Survey (USGS) map Devore, San Bernardino; Assessor's Parcel Number's 0239-091-13-0000, 0239-041-18-0000, 0239-071-27-0000, 0239-071-20-0000, 0239-041-17-0000, 0239-071-25-0000, 0239-071-08-0000, 0239-072-02-0000, 0239-041-15-0000, and 0239-041-02-0000.

PROJECT DESCRIPTION

The project is the modification of seven stream areas associated with the development of a 1,175,720-square-foot logistics facility and the realignment of a segment of Lytle Creek Road. The project is limited to modifications to seven drainages (Drainage 1, 2, 3, 3-1, 3-2, 4, and 5; Attachment 1) and culverts associated with Drainage 3, 3-2, 4, and

5. Additionally, five basins will be constructed. Culverts will be replaced at Drainages 3, 3-2, 4, 5, along Lytle Creek Road and includes installation of 48-inch pipes, concrete headwall inlets, steel trash racks, concrete wingwall outlet structures, and grouted rip-rap (Drainage 3-2 and Drainage 4 only). A 3-acre on-site detention flood control/infiltration basin will be located on the southern portion of the project site. In addition, four debris/desilting basins (Basin 1-4) for removing debris from offsite flows will be installed. Basin 1 is associated with Drainage 3 and is located on the western portion of the project site and totals 0.43 acre. Debris Basin 2 is associated with Drainage 2 and is located in the northern portion of the Project Site and totals 0.15 acre. Debris Basin 3 is located in the eastern portion of the Project Site and totals 0.29 acre. Debris Basin 4 is located in the western portion of the Project Site and is associated with Drainage 4 and totals 0.27 acre. The improvements to Lytle Creek Road include the portion from the western project boundary eastward to a new intersection with Sierra Avenue. Full-width improvements to Lytle Creek Road will be constructed, including a 12-foot-wide travel lane and a 5-foot-wide sidewalk.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: **BIRDS-** burrowing owl (*Athene cunicularia*), California gnatcatcher (*Polioptila californica californica*), loggerhead shrike (*Lanius ludovicianus*); **MAMMALS-** San Bernardino kangaroo rat (*Dipodomys merriami parvus*), Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*); **REPTILES-** southern California legless lizard (*Anniella stebbinsi*); **PLANTS-** Riversidean Alluvial Fan Sage Scrub (RAFSS), southern California black walnut (*Juglans californica*), California sycamore (*Platanus racemose*), Plummer's mariposa lily (*Calochortus plummerae*) and all other fish and wildlife resources in the project vicinity.

Project activities described above are anticipated to permanently impact 1.1 acres and temporary impact 0.011 acres of streambed and associated habitat, including RAFSS. In addition, the project will result in the loss of 12 California black walnut (*Juglans californica*). If any additional impacts to Fish and Game Code section 1602 resources not identified in this Agreement are anticipated, Permittee shall submit to CDFW a request to amend this Agreement.

This Agreement does not authorize any future maintenance or repair activities associated with the I-15 Logistics Project. Ongoing maintenance within these facilities must be authorized through a routine maintenance agreement or other agreement deemed appropriate by CDFW.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement. CDFW shall provide Permittee 24-hour notice, and Permittee shall be available to accompany CDFW personnel.
- 1.5 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional projects or impacts affecting Fish and Game Code section 1602 resources not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the projects and/or impacts are expressly authorized by CDFW by amendment to this Agreement.
- 1.6 Take of Listed Species. The issuance of this Agreement does not authorize the take of any state- or federally-listed threatened, endangered, or fully protected species. 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, has the potential to result in take of CESA-listed species, CDFW 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).
- 1.7 Take of 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. 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 Biologist(s). Permittee shall submit resumes of Designated Biologist(s) to CDFW for review and approval 30 days before commencement of project activities. Submittals shall include the name, contact information, and qualifications of each biologist, botanist, or other specialist proposed to perform survey and/or conduct monitoring activities for the project. Permittee shall specify within these submittals which activities each Designated Biologist(s) is being considered for and the specific qualifications and experience they possess to support the assignment.
- 2.2 Qualifications of Designated Biologist(s). Permittee shall ensure that each Designated Biologist(s) is knowledgeable and experienced in the identification, life history, behavior, and habitat requirements of species with potential to be impacted by the project. Permittee shall also ensure that the handling of fish, wildlife, or plant species is conducted only by those Designated Biologists(s) approved of in writing by CDFW.
- 2.3 Designated Biologist(s) Authority. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall immediately halt any activity that does not comply with this Agreement, and/or order any reasonable measures to avoid the violation of any measure of this Agreement. The Designated Biologist(s) must immediately halt construction if the project has the potential to adversely impact any listed species (i.e., threatened, endangered, candidate, fully protected). If the Designated Biologist(s) identifies potential impacts to listed species, Permittee shall notify CDFW within 24 hours. This Agreement does not provide authorization for the handling of listed species.
- 2.4 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.
 - 2.4.1 Permittee shall designate a biologist (Designated Biologist(s)) experienced in: identifying local and migratory bird species; conducting bird surveys using appropriate survey methodology (United States Fish and Wildlife Service and/or CDFW-accepted species-specific survey protocols, available here: <https://www.wildlife.ca.gov/conservation/survey-protocols>); nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success; determining/establishing appropriate avoidance and minimization

measures; and monitoring the efficacy of implemented avoidance and minimization measures.

2.4.2 Surveys shall be conducted by the Designated Biologist(s) at the appropriate time of day/night, during appropriate weather conditions, **no more than three (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. Surveyors 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, CDFW recommends the Designated Biologist(s) monitor the nest for one hour (four hours for raptors during the non-breeding season) 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.

2.4.3 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.

2.4.4 The Designated Biologist(s) shall be onsite daily, during vegetation clearing and ground disturbing 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 (four hours for raptors), uninterrupted, during favorable field conditions. If no activity is observed during that time, the Designated Biologist(s) may approach the nest to assess the status.

2.4.5 Permittee, under the direction of the Designated Biologist(s), may also take steps to discourage nesting on the project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. The Designated Biologist(s) shall ensure that none of the materials used pose an entanglement risk to birds or other species.

2.4.6 The Designated Biologist(s) shall be responsible for providing summary reports, as specified in Measure 4.3, where relevant, to CDFW no less than once monthly regarding the nesting species identified onsite, discovery of any new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If the project results in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours.

2.5 Pre-construction Surveys. The Designated Biologist(s) shall conduct pre-construction surveys, including nesting bird surveys, as specified in Measure 2.4, within the project, including access route(s) and staging area(s) and an appropriate buffer surrounding those areas **no more than three (3) days prior to the initiation of project activities addressed by this Agreement**. The surveys shall be conducted to identify and map any avoidance areas, including nesting birds or listed species with the potential to occur on site including those identified in the Project Impacts section of this Agreement, and any dens, burrows, nests, etc. capable of harboring a listed species. The Designated Biologist(s) shall ensure that the methods used to locate, identify, map, avoid and buffer individuals, or dens, burrows, or nests of individuals, are appropriate and effective, including the assurance that the surveyor has attained 100% visual coverage of the entirety of the potential impact areas and access routes, and an appropriate buffer surrounding those areas. If any listed species (or sign of presence) is discovered,

Permittee shall notify CDFW of the discovery as specified in Measure 4.5. If the construction activity has the potential to impact a listed species, Permittee shall postpone initiation of project construction and contact CDFW within 24 hours. An Incidental Take Permit (for listed species) may be required before project construction activities can begin (Refer to Measure 1.6 above).

- 2.6 Burrowing Owl. No less than 14 days prior to the initiation of any project activities, the Designated Biologist(s) shall conduct pre-construction surveys in accordance with the Staff Report on Burrowing Owl Mitigation (Department of Fish and Game, March 2012). If no burrowing owl(s) are observed on site during the pre-construction survey, a letter shall be prepared by the Designated Biologist(s) documenting the results of the survey. The letter shall be submitted to CDFW. If burrowing owl(s) are observed on site during the pre-construction survey, areas occupied by burrowing owls shall be avoided. If burrowing owls cannot be avoided by the project, then the Designated Biologist(s) shall prepare and submit a passive relocation program in accordance with Appendix E (i.e., Example Components for Burrowing Owl Artificial Burrow and Exclusion Plans) of the 2012 Staff Report on Burrowing Owl Mitigation (CDFG 2012) to the CDFW for review/approval prior to the commencement of disturbance activities onsite and propose mitigation for permanent loss of occupied burrow(s) and habitat consistent with the 2012 Staff Report on Burrowing Owl Mitigation. 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). Reports shall be emailed to CDFW at R6LSAReporting@wildlife.ca.gov. **Please reference EPIMS-SBR-19376.**
- 2.7 Moving out of Harm's Way. To reduce direct injury and mortality, the Designated Biologist(s) shall be at the project site prior to and during all ground- and habitat-disturbing activities to move or allow to move out of harm's way any species of special concern or other wildlife that would otherwise be injured or killed from project-related activities. Movement of wildlife out of harm's way should be limited to only those individuals that would otherwise be injured or killed, and individuals should be moved only as far as necessary to ensure their safety. If listed species are identified within or adjacent to the work areas, handling to move out of harm's way may only be completed under appropriate authorizations (i.e., ITP). Permittee shall contact CDFW within 24 hours if a listed species is identified within or adjacent to the work area.
- 2.8 Excavated Areas. At the end of each workday, Permittee shall, with the oversight of the Designated Biologist(s), secure any open trench or excavated area such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material at an angle no greater than 30 degree at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches/holes.

- 2.9 On-site Education. Prior to the initiation of project activities addressed by this Agreement, Permittee shall conduct an education program for all persons employed or otherwise working on project activities subject to this Agreement. The program shall consist of a presentation from the Designated Biologist(s) that includes a discussion of the habitats and species identified in this Agreement. 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 at the project site, legal protections for those species, penalties for violations, and project-specific protective measures included in this Agreement. 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 on-site. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request.
- 2.10 Staging Areas. Permittee shall confine all project-related parking, storage areas, laydown sites, equipment storage, and any other project staging activities to locations outside of areas subject to Fish and Game Code section 1602.
- 2.11 Best Management Practices (BMPs). Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment and pollutants into streams during project activities. BMPs shall be monitored by the Designated Biologist(s) and repaired if necessary, to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to areas subject to Fish and Game Code section 1602. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be 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.
- 2.12 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.
- 2.12.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.12.2 Spoil sites shall not be located within a lake, streambed, or flowing stream

or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.

- 2.12.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering a lake, streambed, or flowing stream. 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.
- 2.12.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into a lake, streambed, or flowing stream. 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 any lake, streambed, or flowing stream.
- 2.12.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.13 Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each workday to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of project activities within each project location, Permittee shall remove and properly dispose of all 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.
- 2.14 Remove Temporary Flagging, Fencing, Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of Fish and Game Code section 1602 resource areas upon completion of project activities.
- 2.15 Invasive Species. Permittee shall ensure designated contractor conducts 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 site and/or waterbody to another. If decontamination is not done on site, Permittee or designated contractor shall transport contaminated equipment in sealed plastic bags and keep separate from clean gear. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <https://www.cal->

ipc.org/solutions/prevention/ and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwater.net/>.

- 2.16 Stockpile Maintenance. Stockpiles shall be maintained to avoid the spread of invasive plants. No temporarily stockpiled materials will be left in the bed, bank or channel after daily work has been completed.
- 2.17 Delineate Work Area Boundary. In consultation with the Designated Biologist(s), Permittee shall clearly delineate the limits of avoidance areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way while construction activities are occurring. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.

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 Southern California Black Walnut Mitigation (12 southern California black walnuts). Permittee shall mitigate the permanent impacts to 12 southern California black walnuts through the purchase of 0.12 acres of walnut woodland restoration credits from Soquel Mitigation Bank. If walnut woodland restoration credits are unavailable, Permittee shall purchase 0.48 acres of walnut woodland enhancement credits from Soquel Mitigation Bank upon CDFW concurrence. **Proof of purchase shall be provided to CDFW no later than 30 days prior to initiation of project activities authorized in this Agreement.**
- 3.2 Streambed and Associated Habitat Mitigation (1.1 acres). Permittee shall mitigate the permanent impacts to 1.1 acres of streambed and associated resources through the purchase of 3.21 acres of credits from Cajon Creek Mitigation Bank. **Proof of purchase shall be provided to CDFW no later than 30 days prior to initiation of project activities authorized in this Agreement.**

4. Reporting Measures

Permittee shall meet each reporting requirement described below. All Notifications shall be emailed to CDFW to R6LSAReporting@wildlife.ca.gov. Please reference EPIMS-SBR-19376.

- 4.1 Notification of Start and End of Maintenance. Permittee shall notify CDFW, in writing, of project initiation and project completion. Notification shall be sent

at least 7 days prior to project initiation, and 14 days following project completion.

- 4.2 Pre-construction Nesting Bird Survey Report. Prior to commencement of project site activities addressed by this Agreement, the Permittee shall submit to CDFW the results of pre-construction nesting bird surveys completed pursuant to Measure 2.4 of this Agreement.
- 4.3 Nesting Bird Summary Reports. Permittee shall notify CDFW of nesting species identified onsite as described in Measure 2.4.6 of this Agreement. The Designated Biologist(s) shall be responsible for providing notification to CDFW no less than once monthly, during periods when construction is occurring, regarding the nesting activity of species identified onsite, discovery of any new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. Notifications shall be submitted until there is no further evidence of nesting activity. If the project results in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours.
- 4.4 Burrowing Owl Pre-Construction Survey Reports. Prior to commencement of project activities addressed by this Agreement, including site preparation and staging, and following the completion of pre-construction burrowing owl surveys (see Measure 2.6), Permittee shall submit to CDFW for review survey results, as described in Measure 2.6.
- 4.5 Notification to CNDDDB. If any special-status or listed 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 seven working days of the sightings. The CNDDDB form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitign-Data>. A copy of this information shall also be emailed within seven days to CDFW at the email listed below under Contact Information.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

To Permittee:

Andrea Arcilla
I-15 Logistics LLC.
EPIMS-SBR-19376
I-15 Logistics Project
arcilla@caprock-partners.com

To CDFW:

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I-15 Logistics Project
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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 log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. 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 log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. 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 log into

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EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. 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://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on November 10, 2026 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.

ATTACHMENTS

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

A. Attachment 1: Drainages

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

EPIMS-SBR-19376-R6
Streambed Alteration Agreement
Page 15 of 15

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

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



Permit Details

Permit: EPIMS-SBR-19376-R6 - I-15 Logistics Project - 2021

Status: Underway
Region: Region 6
Permittee Organization: I-15 Logistics LLC
CDFW Contact: Cindy Castaneda

Standard Agreement

This Standard Agreement is being issued to:

Andrea Arcilla

Final Standard Agreement: EPIMS-SBR-19376-R6_Final_Standard_Agreement.pdf
Open and print the attached PDF file.

Exhibits

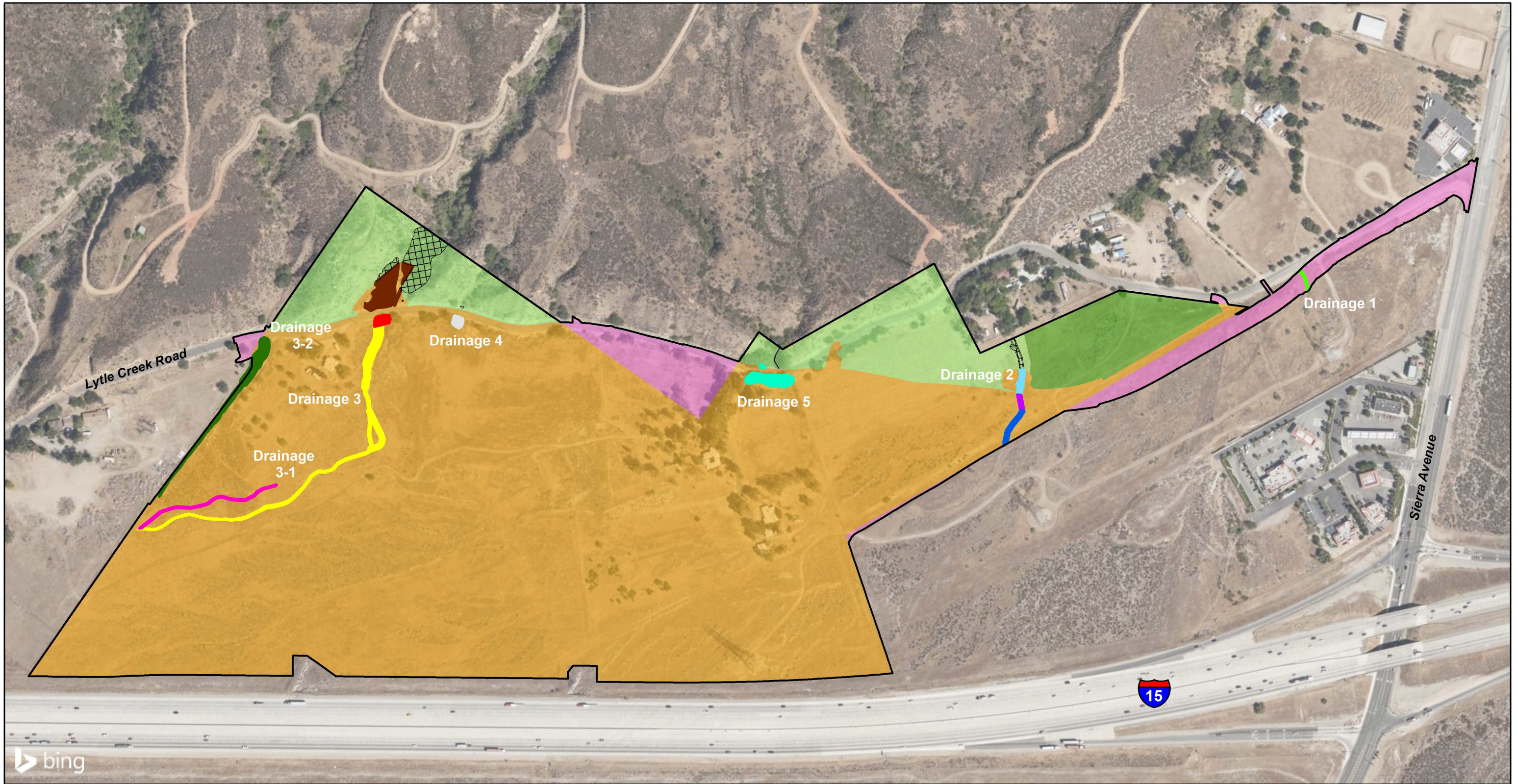
Exhibits 1	
Document Description:	Attachment 1: Drainages
Document:	Attachment1_Drainages.pdf

Concurrence

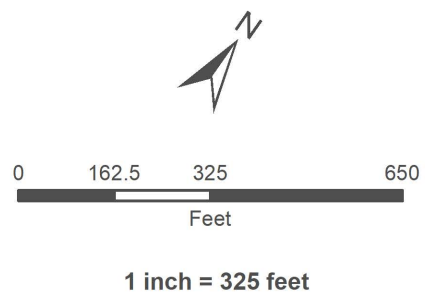
Final Agreement Effective Date: 01/06/2022
Permittee Electronic Signature: Andrea Arcilla
First and Last Name
Date Signed: 01/05/2022

Department of Fish and Wildlife

CDFW Electronic Signature: Scott Wilson
CDFW Representative Title: Environmental Program Manager
Date Signed: 01/06/2022
Acting for:



- | | | |
|-------------------------------|------------------------------------|------------------------------------|
| Project Site | Avoidance | Project 6 - Road Improvement |
| Offsite Development Footprint | Project 1 - Road Improvement | Project 7 - Debris Basin |
| Onsite Avoidance | Project 2 - Commercial Development | Project 8 - Commercial Development |
| Onsite Development Footprint | Project 3 - Commercial Development | Project 9 - Commercial Development |
| Replanting Site | Project 4 - Road Improvement | Project 10 - Road Improvement |
| | Project 5 - Debris Basin | Project 11 - Road Improvement |



Coordinate System: State Plane 5 NAD 83
 Projection: Lambert Conformal Conic
 Datum: NAD83
 Map Prepared by: K. Kartunen, GLA
 Date Prepared: August 25, 2021

I-15 LOGISTICS PROJECT
 CDFW Fee Map

GLENN LUKOS ASSOCIATES

Exhibit 4