CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 4 - CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710

STREAMBED ALTERATION AGREEMENT
EPIMS-SLO-49481-R4
SAN LUIS OBISPO CREEK - SAN LUIS OBISPO COUNTY

SAN LUIS OBISPO COUNTY – DEPARTMENT OF PUBLIC WORKS
JOHN WADDELL
976 OSOS STREET #207
SAN LUIS OBISPO, CALIFORNIA 93408

BOB JONES TRAIL OCTAGON BARN TO CLOVERRIDGE LANE PROJECT – NORTH SECTION (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and San Luis Obispo County Department of Public Works (Permittee), represented by John Waddell.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on May 22, 2024, 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 Protective Measures in this Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The Project will occur at seven locations within San Luis Obispo Creek along South Higuera Street, east of Highway 101, between Clover Ridge Lane and Buckley Road, southwest of the City of San Luis Obispo city limits, San Luis Obispo County, California (Figure 1). Location information for each Project site is provided in Table 1 below.

Table 1. Project Site Locations.

Site No.	Activity	Work type	Latitude	Longitude	Assessor's Parcel Number
1	Culvert A-culvert extension and trail	Culvert	35.23549	-120.68121	076-081-031
2	Bridge A -South Higuera	Bridge	35.23146	-120.68939	076-061-078
3	Culvert B-culvert and trail	Culvert	35.23057	-120.69029	076-061-078
4	Trail only	Road/Trail	35.23050	-120.69026	076-061-078
5	Culvert C-culvert and trail	Culvert	35.22877	-120.69065	076-121-018
6	Culvert D-culvert extension and trail	Culvert	35.22633	-120.69055	076-121-027
7	Retaining Wall and trail	Road/Trail	35.22481	-120.69044	076-121-028

PROJECT DESCRIPTION

The Project includes activities related to the construction of an approximately 1.04-mile long segment of new Class I trail spanning from Buckley Road near the Octagon Barn south to Clover Ridge Lane. Project activities include vegetation removal, culvert extension, bridge construction, culvert construction, retaining wall construction, and trail construction (see Figure 2). Table 2 below lists the areas of impacts and cut/fill volumes at each site.

Site 1 – Culvert A (Extension and Trail)

Activities at this site include extension of an existing culvert, construction of a headwall, construction of a rock slope protection (RSP) field, and construction of a segment of trail. Prior to placement of the precast 8-foot long by 8-foot wide by 6-foot tall precast concrete box culvert extension, the site will be cleared of herbaceous vegetation, the existing RSP will be removed from the work area, and an existing headwall and wingwall will be demolished. Approximately 88-cubic yards of native material and 10 cubic yards of concrete will be excavated to install the culvert extension.

Following installation of the culvert extension, a new 8-foot long by 8-foot wide reinforced headwall will be cast in place. Approximately 45-cubic yards of 9-inch to 18-inch diameter RSP will be placed 18-inches deep over geotextile fabric at the new 369-square foot inlet of the culvert extension. Construction of the culvert and headwall will require approximately 33-cubic yards of concrete. The 14-foot wide trail will be constructed over the culvert by creating a trail footprint, placing soil as trail shoulders, placing aggregate, and paving with asphalt.

Site 2 – Bridge A (South Higuera Bridge)

Activities at this site include construction of a pedestrian bridge and trail. The pedestrian bridge will be located east of the South Higuera Street crossing over San Luis Obispo

Creek and consist of a 300-foot long by 14-foot wide prefabricated steel truss bridge with reinforced concrete abutments at each end and two reinforced concrete piers.

Equipment will enter the channel to access the construction locations. On the west side of the creek, equipment will access an approximately 20-foot radius around the concrete footing. The access and construction will impact an area approximately 50-foot long and 5-foot wide. To minimize impacts, composite wetland mats will be placed in the channel between the top of bank down to the edge of the wetted channel. The mats will measure approximately 7-foot long, 14-foot wide, and 4-inches thick. They will be transported and placed by equipment such as an excavator, skid steer, or backhoe and positioned and interlocked in place. Trees will be trimmed and removed, and herbaceous vegetation will be removed.

Approximately 72-cubic yards of soil will be excavated and staged outside the stream. The bridge abutments on each side will each include two 36-inch diameter cast-in-drilled-hole reinforced concrete piles. Each abutment will be formed and installed over the piles. Each abutment will be 16-foot long, 4-foot wide, and 8.8 feet to 9.3 feet high cast-in-place reinforced concrete with two wingwalls that will each be 12-foot to 20-foot long, 1-foot wide, and 3-foot to 9.3-foot high cast in place reinforced concrete. Each bank will also require installation of two 60-inch cast-in-drilled-hole reinforced concrete piles. Approximately 250-cubic yards of concrete will be used for the abutments and piers. The excavations will then be backfilled. After the piers, abutments, and wing walls have been constructed and installed, the prefabricated bridge structure will be delivered and lowered onto the supports and secured.

Site 3 – Culvert B (New Culvert and Trail)

Activities at this site include construction of a culvert, headwall, RSP fields, and a section of trail. The site will be cleared of herbaceous vegetation and trees will be trimmed or removed as needed. Approximately 6 cubic yards of soil will be excavated to install the culvert and headwalls. After the precast 18-foot long, 5-foot wide, and 1-foot-high concrete box culvert is installed, the approximately 22-foot long, 6-foot high, and 1-foot thick reinforced concrete headwalls will be cast in place. Following backfill of excavated soil, approximately 7 cubic yards of 9-inch to 18-inch diameter RSP will be placed in fields measuring approximately 66 square feet and 1.5 feet deep over geotextile fabric at the culvert inlet and outlet. The 14-foot-wide trail over the culvert will be constructed by creating a trail footprint, placing excavated soil as trail shoulders, placing aggregate, and paving with asphalt.

Site 4 – Trail Only

Activities at this site include construction of 120 linear feet of approximately 16-foot wide trail. The site will be cleared of herbaceous vegetation and trees will be trimmed or removed as needed. Approximately 10 cubic yards of soil will be excavated from the footprint and replaced as fill for the trail shoulders. The trail will be constructed by

placing 14 cubic yards of aggregate as a 14-foot wide base and paving with approximately 6 cubic yards of asphalt.

Site 5 – Culvert C (New Culvert and Trail)

Activities at this site include construction of a culvert, headwall, RSP field, and a section of trail. The site will be cleared of herbaceous vegetation and trees will be trimmed or removed as needed. Approximately 26 cubic yards of soil will be excavated to install the culvert and headwalls. After the precast 29-foot long, 4-foot wide, and 4-foot high concrete box culvert is installed, the reinforced concrete headwalls will be cast in place, each measuring approximately 23 feet long by 1 foot wide by 8 feet high. A total of 19 cubic yards of concrete will be used for culvert and headwall construction. Excavated soil will be used to backfill around the culvert and headwalls. An inlet field measuring 285 square feet and an outlet field measuring 437 square feet will be constructed. The 30-inch-deep fields will have a total of 67 cubic yards of 15-inch to 30-inch diameter RSP installed over geotextile fabric. The 14-foot wide trail will be constructed over the culvert by creating a trail footprint, placing excavated soil as trail shoulders, placing aggregate, and paving with asphalt.

Site 6 – Culvert D (Extension and Trail)

Activities in this site include extension of an existing culvert, construction of a headwall that consists of steel soldier piles, construction of an RSP field, and construction of segment of trail. The site will be cleared of herbaceous vegetation and trees will be trimmed or removed as needed. Approximately 60 cubic yards of soil will be excavated to install the culvert and headwall. The culvert extension will consist of a 10-foot long by 24-inch diameter section of reinforced concrete pipe. The headwall will measure 40 feet long by 12 feet tall by 2 feet thick and will be composed of six steel piles placed in drilled holes that will be backfilled with approximately 29 cubic yards of concrete. Timber lagging will then be installed between the soldier piles and backfilled with 8 cubic yards of lean mix concrete. An outlet field measuring 2,400 square feet will be constructed by installing geotextile fabric and covering it with 15 cubic yards of 12-inch to 24-inch diameter RSP 24 inches deep. A total of 39 cubic yards of concrete will be used for culvert and headwall construction. The trail will then be installed over the culvert by creating a trail footprint, placing excavated soil as trail shoulders, placing aggregate, and paving with asphalt.

Site 7 – Retaining Wall and Trail

Activities at this site include construction of a retaining wall measuring 577 feet long, 2 feet thick, and an average height of 9.75 feet. The site will be cleared of herbaceous vegetation and trees will be trimmed or removed as needed. Approximately 321-cubic yards of soil will be excavated to construct the retaining wall. The wall will be constructed by installing 75 steel soldier piles in drilled holes and then backfilling the holes with approximately 339-cubic yards of concrete. Timber lagging will then be installed between the piles and the wall be backfilled with 45-cubic yards of lean mix concrete and soil. The 12-foot-wide trail will be constructed by creating a trail footprint,

placing excavated soil as trail shoulders, placing aggregate, and paving with asphalt. A wire rail fence will then be installed on the wall.

Access, Staging, Stockpiling, and Equipment
Equipment required to complete the project includes excavators, dozers, backhoes, dump trunks, water trucks, concrete trucks, pavers, cranes, drill rigs, and pick-up trucks. The sites will be accessed from Buckley Road, South Higuera Street, Clover Ridge Lane, and dirt roads. Staging and stockpiling will occur outside the stream. Work will take approximately 30 months to complete.

PROJECT IMPACTS

The Project will result in 0.43 acre of permanent impacts over 1,589 linear feet of stream and 1.55 acres of temporary impacts over 2,310 linear feet of stream. The Project will also result in 210 net cubic yards of cut and 2,367 net cubic yards of soil fill. Project impacts will result from herbaceous vegetation removal, tree trimming and removal, excavation and placement of fill of soil, placement of RSP, culvert construction and construction, bridge construction, retaining wall construction, concrete placement, and trail construction. Table 2 below provides the itemized impacts from Project activities.

Table 2. Project Impact Quantities

Site-Activity	Permanent		Temporary			
	Square feet	Linear feet	Square feet	Linear feet	Cut (Cubic yards)	Fill (Cubic yards)
Site 1- Culvert A	110	8	780	14	98	96
Site 2- Bridge A (South Higuera) & Trail	973	97	12,448	406	2	128
Project 3- Culvert B & Trail	418	27	1,716	27	6	47
Project 4- Trail	1,631	117	6,986	117	10	62
Project 5- Culvert C & Trail	6,589	482	20,951	622	26	629
Project 6- Culvert D & Trail	4,985	460	13,680	610	60	765
Project 7- Retaining Wall	3,920	398	10,893	512	8	640
Total	18,626	1,589	67,454	2,310	210	2,367

Vegetation that may be impacted include ruderal and ornamental species in addition to species in riparian forest, riparian scrub, and freshwater marsh and riverine habitats along San Luis Obispo Creek. Riparian forest in the Project area includes grand eucalyptus (*Eucalyptus grandis*), valley oak (*Quercus lobata*), southern California black walnut (*Juglans californica* var. *californica*), western sycamore (*Platanus racemosa*),

black cottonwood (*Populus trichocarpa*), box elder (*Acer negundo* var. *californicum*), California bay (*Umbellularia californica*), white alder (*Alnus rhombifolia*), arroyo willow (*Salix lasiolepis*), red willow (*Salix laevigata*), blue elderberry (*Sambucus mexicana*), Peruvian pepper tree (*Schinusb molle*), and coast live oak (*Quercus agrifolia*). Riparian scrub habitat may include arroyo willow, California blackberry (*Rubus ursinus*), greater periwinkle (*Vinca major*), garden nasturtium (*Tropaeolum majus*), coast live oak, and coyote brush (*Baccharis pilularis*). Freshwater marsh vegetation that may be impacted includes watercress (*Rorippa nasturtium-aquaticum*), smartweed *(Polygonum* sp.), brownheaded rush (*Juncus phaeocephalus*), umbrella sedge (*Cyperus eragrostis*), and spikerush (*Eleocharis macrostachya*). Vegetation impacts to up to 78 trees will include trimming branches or removal (see Table 3).

Table 3. Estimated Numbers of Trees of Each Species to be Impacted.

Species	Number to Be Removed
Grand Eucalyptus	1
Walnut	22
California sycamore	2
Black cottonwood	6
Coast live oak	7
Valley oak	1
Red willow	4
Arroyo willow	28
Blue elderberry	2
Peruvian pepper tree	4
California bay	1

The Project could also result in impacts to fish and wildlife resources related to Project implementation, including those associated with trampling/crushing of animals, plants, and habitat features; animal mortality from collisions with vehicles or heavy equipment or from excavation; sedimentation and erosion resulting from ground disturbing activity, creation of exposed slopes, and operation of equipment; changes in stream morphology including bank structure; placement and removal of fill material; introduction of non-native species from equipment, tools, and machinery used previously at other locations; pollution caused by leaking or malfunctioning vehicles or equipment or by dirty or contaminated equipment; and noise, vibration, and other disturbance-related changes in wildlife behavior, resulting in nest abandonment, increased predation, reduced foraging efficacy, and other behavioral changes.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project areas and the adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the species listed in Table 4, as well as other birds, mammals, fish, reptiles, amphibians,

invertebrates, and plants that compose the local ecosystem could potentially be impacted by the Project.

Table 4. Special Status Species with Potential to be Impacted.

Species Names (Scientific, Common)		CRPR	Federal Status	State Status
Plants				
Arenaria paludicola	Marsh sandwort	1B.1	E	E
Astragalus didymocarpus var. milesianus	Miles's milk vetch	1B.2	-	-
Calystegia subacaulis ssp. *episcopalis*	Cambria morning glory	4.2	-	-
Castilleja densiflora ssp. *obispoensis*	San Luis Obispo owl's-clover	1B.2	-	-
Centromadia parryi ssp. *congdonii*	Congdon's tarplant	1B.1	-	-
Clarkia speciosa ssp. *immaculata*	Pismo clarkia	1B.1	E	SR
Dudleya abramsii ssp. *murina*	Mouse-gray dudleya	1B.1	-	-
Layia jonesii	Jones layia	1B.2	-	-
Nasturtium gambelii	Gambel's watercress	1B.1	E	T
Sanicula maritima	Adobe sanicle	1B.1	-	SR
Animals				
Actinemys pallida	Southwestern pond turtle	-	PT	SSC
Agelaius tricolor	Tricolored blackbird	-	-	T
Ammodramus savannarum	Grasshopper sparrow	-	-	SSC
Anniella spp.	Northern California legless lizard	-	-	SSC
Antrozous pallidus	Pallid bat	-	-	SSC
Dendroica petechia	Yellow warbler	-	-	SSC
Elanus leucurus	White-tailed kite	-	-	FP
Icteria virens	Yellow-breasted chat	-	-	SSC
Lanius ludovicianus	Loggerhead shrike	--	-	SSC
Oncorhynchus mykiss irideus pop. 9	Steelhead – south-central California coast DPS	-	T	SSC
Rana boylii pop. 4	Foothill yellow-legged frog - central coast DPS	-	T	E
Rana draytonii	California red-legged frog	-	T	SSC
Taricha torosa torosa	Coast Range newt	-	-	SSC
Thamnophis hammondii	Two-striped garter snake	-	-	SSC

CRPR = California Rare Plant Rank; E = Endangered; SR = State Rare; T = Threatened; PT = Proposed Threatened; SSC = Species of Special Concern; FP = Fully Protected

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 Protective Measure in this 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 this Agreement.

1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and federal law, or other legal obligations.

1.6 Unauthorized Take.

(a) This Agreement does not authorize the take (defined in Fish & G. Code, §86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or federally listed threatened, endangered, and candidate species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.

(b) Permittee shall take prudent measures to ensure that all take of threatened, endangered, and candidate species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee shall immediately notify CDFW of the discovery of any threatened, endangered, or candidate species prior to and during Project implementation.

1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.

1.8 Work Schedule. Permittee shall submit a ***work schedule*** to CDFW at least seven days prior to beginning activities covered by this Agreement and within seven days of any changes to the work schedule. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement in an ***Annual Project Report***.

1.9 Training. Prior to starting Project activity, all employees, contractors, and visitors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance. Permittee shall maintain a sign-in sheet that includes the printed name and signature of each attendee, in addition to the name and qualifications of the person providing training, a copy of training materials, and the date of the training. Permittee shall provide these ***training documents*** to CDFW within seven days of each training.

2. Avoidance and Minimization Measures

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

2.1 Work Hours. All work activities shall be confined to daylight hours, defined as the daytime period between sunrise and sunset, except as needed to complete a full work day during reduced daylength in winter months. During night work in winter months, Permittee shall not use permanent or temporary, fixed, exterior lighting, including motion-triggered security lighting that casts light into streams beyond the footprint of work areas. All construction lights shall be shielded and angled to illuminate only the work area only, utilizing bulbs rated to emit or produce light at or under a color temperature of 2,700 Kelvin that results in the output of warm white color spectrum or luminaires with low backlight, uplight, and glare ratings. New or updated permanent lighting shall not be used. Permittee shall ***summarize night work*** in each Annual Project Report.

2.2 Flagging. Prior to the start of Project activity, Permittee shall identify the limits of the required access routes and encroachment into the stream. These “work area” limits shall be identified with brightly-colored flagging. Work completed under this Agreement shall be limited to this defined area only. Flagging shall be maintained for the duration of Project activity and removed immediately upon completion of Project activity. All stream areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas and shall not be disturbed.

2.3 Listed Species and Other Special Status Species.

(a) Pre-Activity Surveys. Pre-activity surveys for potential rare, listed, or other special status species shall be conducted by a qualified biologist within 14 days prior to the start of work at each site. Surveys shall be conducted within the work area and all access routes to avoid and minimize take, confirm previous observations, identify any areas occupied by listed or other

sensitive status species, and clearly mark all resources to be avoided by Project activities. A ***Pre-Activity Survey Report*** shall be submitted to CDFW within seven days of completing each survey. If any State- or federally listed threatened, endangered, or candidate species are found or could be impacted by the Project, Permittee shall notify CDFW of the discovery immediately. An amended Agreement and/or a State Incidental Take Permit pursuant to Fish and Game Code section 2081, subdivision (b), and a new CEQA analysis may be necessary before the Project can begin.

(b) Southwestern Pond Turtle, Coast Range Newt, and Two-Striped Garter Snake. Permittee shall allow all individuals of these species to move out of the work area of their own volition. If this is not feasible, a qualified biologist shall capture and relocate all coast range newts, two-striped garter snakes, and adult southwestern pond turtles out of harm's way to the nearest suitable habitat at least 100 feet from the work area. If a southwestern pond turtle nest is uncovered during Project activities, the eggs shall not be touched or moved, and the nest shall be covered back with the removed soil and clearly marked for avoidance by Project activities. Permittee shall not move neonate southwestern pond turtles that are using a nest area. A ***summary of all capture and relocation activities and all southwestern pond turtle nests*** shall be included in the Annual Project Report, including mapping of nests and capture and release locations.

(c) Tricolored Blackbird. If Project activity at a location will begin between February 1 through August 31, no more than 10 days prior to the start of Project activity, a qualified wildlife biologist who is experienced surveying for nesting tricolored blackbirds shall survey nesting habitat within the work areas and a 300-foot buffer for tricolored blackbird nests. ***Tricolored blackbird survey reporting*** shall be submitted to CDFW within seven days of completing each survey. If tricolored blackbird nests are found or could be impacted by the Project, Permittee shall notify CDFW immediately of the discovery, and Project activity shall avoid the nest/colony with a 300-foot no-disturbance buffer. If this buffer is not feasible, Permittee is advised that to comply with the California Endangered Species Act (CESA), an Incidental Take Permit for tricolored blackbird may be necessary prior to the start of Project activity.

(d) Northern California Legless Lizard. A qualified biologist shall survey for California legless lizards within 48 hours prior to starting Project activity at each site. Any loose substrate in which northern California legless lizards could bury themselves shall be gently raked with a hand tool (e.g., a garden rake) to a depth of 2 inches to locate any individuals that could be buried under the surface. Individuals of this species present in the work areas shall be allowed to leave the work area of their own volition. If the individual is not moving or does not leave the work area, they may be captured by a qualified wildlife biologist and relocated out of harm's way to the nearest habitat at least 50 feet from the work area. Permittee shall include a ***summary of any***

individuals are observed or moved, the details including the numbers, dates, locations (including mapping) of detections and of capture and relocation, in the Annual Project Report.

(e) Bats. Preconstruction surveys for roosting bats shall be performed by a qualified biologist within 14 days prior to the start of Project activity at each site with roosting-suitable structures or trees within the work area and a 50-foot buffer. Survey methodology may include visual surveys of bats such as evening emergence surveys, inspection of suitable habitat for bat sign (guano), and/or use of ultrasonic detectors (i.e., Anabat) as appropriate for the site. A ***Bat Survey Report*** that includes, but is not limited to, the survey methodology and biologist qualifications and, if bats are present, the colony size, roost location, and other characteristics, shall be submitted to CDFW at least seven days prior to initiating Project activity at that location. If surveys confirm that bats roost in areas that will be impacted by the Project, or if bat presence is assumed, Permittee shall develop a ***Bat Exclusion Plan*** and submit it to CDFW for written approval at least seven days prior to any proposed activity that would entail the exclusion of bats (e.g., tree removal or limbing). The Bat Exclusion Plan shall outline how bats will be passively excluded from daytime roosts, outside the maternity season and during environmental conditions when bats will take flight. Permittee shall not begin exclusion activities until CDFW has provided written approval. If bats cannot be passively excluded from a tree that will be removed or cut, Permittee shall monitor the roost until bats are demonstrated to no longer use a tree as a roost, and provide ***summary reporting of roost monitoring*** to CDFW prior to removal or cutting of the tree. Following any initial negative survey finding or any delay to the start of work of more than 14 days, a repeat bat survey shall be conducted prior to the start of work to address the possibility of bats colonizing trees within the work area before the Project begins. Detection of bats at that time shall require a Bat Exclusion Plan or monitoring as described above.

(f) White-Tailed Kite. If Project activity will occur during the white-tailed kite nesting season of February 1 through September 30, no more than 14 days prior to the start of Project activity at each site, a qualified biologist shall survey all areas of suitable nesting habitat within the work area and a ¼-mile radius of the work area. Permittee shall submit ***white-tailed kite survey reporting*** to CDFW within seven days of completing each survey. If active nests are found, Permittee shall establish and maintain a minimum ¼-mile no-disturbance buffer around each nest until the breeding season has ended or until a qualified biologist has determined that nesting has ceased, and the birds have fledged and are no longer reliant upon the nest site for survival. Permittee may request to reduce a buffer by submitting a written proposal and justification to CDFW that includes but is not limited to the type and location of Project activities that will occur, nest location and characteristics, stage of nesting, adult behaviors, a description of monitoring by a qualified biologist, and the authority of the qualified biologist to halt Project activity

based on behaviors observed. Avoidance buffer variances shall only be implemented if CDFW has provided advance written approval.

(g) Loggerhead Shrike. If Project activities at a site will begin between February 1 and August 31, a qualified wildlife biologist shall survey for nesting loggerhead shrike within 14 days prior to the start of Project activity in the work area and a 500-foot radius. Surveys shall be conducted at appropriate times to maximize detection. Permittee shall submit ***loggerhead shrike survey reporting*** to CDFW within seven days of completing each survey. If active nests, cache sites, or predatory perch sites are observed, they shall be protected with a minimum 500-foot avoidance buffer and monitored by a qualified biologist. The buffer shall be maintained around the nest until the young have fledged and are no longer reliant on the nest site for survival. A qualified biologist shall have the authority to stop Project activities that could affect nesting, foraging, or feeding behavior. Permittee may request a reduction of the no-disturbance buffer by submitting a written justification to CDFW. Avoidance buffer reductions may only be implemented after CDFW has provided written approval.

(h) Steelhead. Permittee shall ensure that all Project activities avoid the wetted portion of the stream when surface flows are present. Following excavation and other ground disturbing activities, Permittee shall ensure that no pits or depressions remain in the streambed.

(i) Foothill Yellow-Legged Frog. Permittee shall ensure that a qualified biologist surveys the work area for frog species within one week prior to commencing Project activity at each site and shall submit ***foothill yellow-legged frog survey reporting*** to CDFW prior to the start of Project activity at each site. A qualified biologist shall also survey the work area for foothill yellow-legged frogs on the first day of construction at each site before work begins. If foothill yellow-legged frog of any life stage (i.e., egg, larva, adult) is detected during surveys or within the work area at any time, Permittee shall cease all Project activity and ***contact CDFW immediately.*** All foothill yellow-legged frogs shall be allowed to leave the work area of their own volition. Permittee shall not resume Project activity unless CDFW has first provided written approval for work to begin or resume. Permittee is advised that if take avoidance is not feasible, to comply with CESA, an Incidental Take Permit for foothill yellow-legged frog may be necessary prior to the start of Project activity.

(j) California Red-Legged Frog. Permittee shall complete the following requirements, consistent with United States Fish and Wildlife Service (USFWS) Programmatic Biological Opinion for Projects Funded or Approved under the Federal Highway Administration's Federal Aid Program (8-8-10-F-58).

(i) Permittee shall provide CDFW with ***documentation of USFWS approval of biologists*** who will survey for, monitor, and handle California red-legged frogs.

(ii) Within 48 hours prior to the start of Project activity at each site, a USFWS-approved biologist shall survey the project area. ***Survey results for California red-legged frogs shall be submitted to CDFW*** prior to beginning work at each site. If any life stage of the California red-legged frog is found and are likely to be killed or injured by Project activities, the approved biologist(s) shall move them from the site before work activities begin and relocate them the shortest distance possible to a location that contains suitable habitat and will not be affected by the activities associated with the project.

(iii) Permittee shall submit to CDFW the approved biologists' detailed ***records of any California red-legged frog individuals that are moved***, including size, coloration, any distinguishing features, and photographs, in the Annual Project Report.

(iv) Approved biologists shall follow the fieldwork code of practice developed by the Declining Amphibian Populations Task Force (https://www.fws.gov/sites/default/files/documents/declining-amphibian-task-force-fieldwork-code-of-practice.PDF) at all times.

(k) Special Status Plants. Special status plant species have the potential to occur within the work area. If the Project does not commence in 2026, Permittee shall ensure that a qualified botanist conducts floristic surveys during the blooming period within two years preceding the start of Project activities, using the CDFW Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline), which includes the use of reference populations. ***Special status plant survey reporting*** shall be provided to CDFW at least seven days prior to the start of Project activities. If special status plant species are identified, Permittee shall identify them with flagging and avoid with a 50-foot no-disturbance buffer. If avoidance is not feasible, Permittee may consult with CDFW to request alternate minimization measures and/or a reduced buffer for non-listed species. Permittee shall not encroach on the 50-foot buffer unless CDFW provides advance, written approval.

(l) Reporting Observations to CNDDB. If detections of any listed or other special status species are made during required surveys or during Project implementation, Permittee shall submit California Natural Diversity Data Base (CNDDB) forms to the CNDDB via the online field survey form system (https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data#44524419-online-field-survey-form) for all detections and provide ***copies of the CNDDB forms*** in the Annual Project Report.

2.4 Fish and Wildlife.

(a) If any fish or wildlife is encountered during the course of Project implementation, said fish or wildlife shall be allowed to leave the work area unharmed.

(b) To protect nesting birds, no Project activity shall commence during the nesting season from February 1 through August 31 unless the following Avian Nesting Surveys are completed by a qualified biologist within seven days prior to Project activity at each Project location: survey for nesting activity of birds of prey within the work area and a 500-foot radius and survey for nesting activity of other birds within the work area and a 250-foot radius. Permittee shall submit an ***Avian Nesting Report*** to CDFW within seven days of completing each survey. Due to their special status designation and specific ecology, separate avian survey and avoidance requirements are listed above for tricolored blackbird, white-tailed kite and loggerhead shrike (see Avoidance and Minimization Measures 2.3(c), 2.3(f), and 2.3(g)).

If any active nests are observed, the nests of birds of prey shall be protected by a minimum 500-foot no-disturbance buffer and the nests of other birds shall be protected by a minimum 250-foot no-disturbance buffer until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest site. CDFW may consider variances from these buffers when there is a compelling biological or ecological reason.

As an alternative to the buffers described above, a qualified biologist may establish buffer distances for any bird nests. Buffers shall be site specific and an appropriate distance, specified to protect the bird's normal behavior thereby preventing nesting failure or abandonment. The buffer distance shall be developed after field investigations by the qualified biologist that evaluate the birds' apparent distress in the presence of people or equipment at various distances. Abnormal nesting behaviors that may cause reproductive harm include but are not limited to defensive flights/vocalizations directed toward Project workers, standing up from a brooding position, and flying away from the nest. The qualified biologist shall have authority to order the cessation of all nearby Project activities if the nesting birds exhibit abnormal behavior that may cause reproductive failure such as nest abandonment and loss of eggs and/or young, until an appropriate buffer is established. The qualified biologist shall monitor the behavior of all birds at the nest site to ensure that they are not disturbed by Project activity. Nest monitoring must continue during Project activity until the qualified biologist documents that the young have fully fledged, are no longer reliant on the nest site, and are no longer being fed by parents. Permittee shall submit a ***summary and mapping of avian nests and any reduced buffers*** in the Annual Project Report.

2.5 Vegetation.

(a) Prior to initiation of Project activities, Permittee shall identify and clearly mark all trees to be removed, to prevent accidental removal of trees and shrubs that should not otherwise be affected. The disturbance or removal of vegetation shall only occur within the flagged work areas. Permittee shall take precautions to avoid damage to vegetation outside the work area by people or equipment.

(b) Permittee shall restrict the disturbance of vegetation to the minimum amount necessary to complete the Project. Tree trimming shall be limited to removal of limbs that directly impede construction activities or access.

(c) Vegetation removed from the stream shall not be stockpiled within the stream bed or banks.

(d) Permittee shall document the number and species of all trees measuring four inches in diameter at breast height or greater that are removed during Project activities, including removal of roots or by cutting to the ground or to a stump. Unless otherwise approved in writing by CDFW, removed trees shall be replaced by replanting appropriate native species at a 3:1 ratio (replaced to lost), except that trees measuring 24 inches or greater shall require replanting at a 10:1 ratio. These numbers shall inform the replanting requirement in Compensatory Measure 3.1.

(e) Portions of non-native, invasive plant species that are disturbed or broken by Project activity shall be bagged, removed from the work area, and appropriately disposed of off site where the plant material cannot enter the stream. Non-native species shall not be used in mulching, composting, or otherwise placed in or around the work area or other stream areas.

2.6 Vehicles and Equipment.

(a) Vehicles and equipment shall only operate within the streambed and banks during naturally dry conditions, except at Site 2 after composite wetland mats have been installed.

(b) Permittee shall inspect all vehicles, equipment, machinery, and hand tools for the presence of non-native plant material and clean them prior to entering the work area to reduce the risk of introducing non-native, invasive species.

(c) Vehicle and equipment access to the stream shall be limited to predetermined ingress and egress corridors. All other stream areas adjacent to the work area shall remain off-limits to vehicles and equipment.

(d) Permittee shall check and maintain daily any equipment or vehicles driven and/or operated in or adjacent to the work areas to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.

(e) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors, and welders, located within or adjacent to the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Fill/Spoil.

(a) Rock, gravel, and/or other materials shall not be imported into or moved within the stream, except as otherwise addressed in this Agreement.

(b) Riprap and rock slope protection shall consist of clean, natural rock that does not include any asphalt, broken concrete, rubble, or other materials that are deleterious to fish and wildlife.

(c) All excavated material shall only be temporarily stockpiled within the stream bed or banks, including floodplain areas. Excavated soils shall be placed on tarps or other plastic. Spoil storage sites after the completion of Project activity shall not be located within the stream, where spoil will be washed into the stream, or where it could cover aquatic or riparian vegetation.

(d) Permittee shall cover temporary stockpiles with plastic sheeting or visqueen to prevent rainy or windy conditions from eroding loose soils.

2.8 Erosion.

(a) No Project construction-related work shall be conducted during rain or within 24 hours following rainfall of ¼ inch or more in a 24-hour period. Best management practices to control erosion as authorized or required by this Agreement may continue as needed during and after rain.

(b) If the Project creates unvegetated areas on the streambanks or other slopes, these areas shall be seeded (with weed-free straw or mulch) with a mix using species from the following list:

American bird's foot trefoil (*Acmispon americanus*)
Mugwort (*Artemisia douglasiana*)
Marsh baccharis (*Baccharis glutinosa*)
Mule fat (*Baccharis salicifolia*)
California brome (*Bromus carinatus*)
Creek clematis (*Clematis ligusticifolia*)
Salt grass (*Distichlis spicata*)

Creeping rye (*Elymus triticoides*)
Willow herb (*Epilobium ciliatum*)
California poppy (*Eschscholzia californica*)
Small fescue (*Festuca microstachys*)
Meadow barley (*Hordeum brachyantherum*)
Alkali barley (*Hordeum depressum*)
Spreading rush (*Juncus patens*)
California melica (*Melica californica*)
Little California melic (*Melica imperfecta*)
Seep monkeyflower (*Mimulus guttatus*)
Purple needle grass (*Stipa pulchra*)
Tomcat clover (*Trifolium willdenovii*)
Western vervain (*Verbena lasiostachys*)

The seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends, unless otherwise agreed to in advance by CDFW. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.

(c) All disturbed soils within the work area shall be stabilized to reduce erosion potential, both during and following Project activity. Temporary erosion control devices, such as straw bales, silt fencing, and sandbags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.

2.9 Pollution.

(a) Raw concrete, cement, or washings thereof, broken concrete, debris, silt, sand, bark, slash, sawdust, rubbish, oil or other petroleum products, lubricants, or any other substances that could be deleterious or harmful to fish, plants, aquatic life, or wildlife resulting from or disturbed by Project activities, shall be prevented from contaminating the soil and/or entering the stream

(b) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650, 5652, and 12015.

(c) All Project-generated debris, building materials, and rubbish, including organic and food waste, shall be removed from the stream and from areas where such materials could be washed into the stream. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site.

When activity is completed, any excess materials or debris shall be removed from the work area.

(d) A ***Spill Response Plan*** shall be prepared and submitted to CDFW for written approval at least 14 days prior to the start of Project activities and kept on-site during the Project. The Spill Response Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, concrete, contaminated soil, or other material that is deleterious to fish, plants, or aquatic life. Emergency response materials shall be kept at the site and readily available to allow rapid containment and cleanup of any spilled material. In the event that a spill occurs, all Project activities at that location shall immediately cease until cleanup of the spilled material is completed. CDFW shall be notified immediately by Permittee of all spills.

2.10 Concrete.

(a) Permittee shall install backup containment structures outside of any concrete forms to capture all wet concrete that could escape the forms and prevent it from entering the stream area outside of those structures.

(b) No concrete shall be poured if any chance of precipitation over 50% is forecast within 72 hours.

(c) At all times when Permittee is pouring or working with wet concrete, a designated monitor shall inspect the containment structures.

(d) Poured concrete shall be isolated from surface waters and allowed to cure for a minimum of the time according to the following table:

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

or, until 70% of the specified compressive or flexural strength is attained, whichever is longer. Cold temperatures or other factors may contribute to a curing time longer than indicated in the table to pass the strength test.

(e) Water that encounters the curing concrete structures, including rain water and deliberately applied water for moist curing, shall be contained and isolated from the surrounding environment. The water shall be pH tested and removed from the site and disposed of lawfully if the pH exceeds 9.5.

2.11 Structures and Installed Features. Permittee confirms that all structures and installed features shall be properly aligned and otherwise engineered and installed

to withstand high flows without failure; to assure resistance to washout and to erosion of the stream bed, stream banks, and/or fill; and that they will not adversely modify the existing upstream or downstream stream bed/bank contours or increase sediment deposition. Permittee shall ensure that all constructed stream features are designed to accommodate and withstand high flows during and following large storm events. Permittee shall remove from the streams any structures and associated materials not designed to withstand high seasonal flows before such flows occur.

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 Protective Measure listed below.

3.1 At least 30 days prior to starting Project activities, Permittee shall submit to CDFW a ***Vegetation Mitigation Plan*** for written approval that identifies the locations and specifications of mitigation plantings on site in the work areas and off site for the losses of vegetated habitats. Permittee is advised that off-site vegetation mitigation activity is not authorized as an activity in this Agreement. Related jurisdictional activities are subject to the notification requirement of Fish and Game Code section 1602 and may be added to this Agreement through amendment or notified for separately. The Vegetation Mitigation Plan shall specify the number and species of plantings, in addition to mapping of planting placement at each work area. Mitigation plantings shall offset the losses of habitats and vegetation removed during Project construction activities and include the requirements of Avoidance and Minimization Measure 2.5(d) for replacing trees, as well as include other understory species, herbaceous plants, and grasses similar to the habitats and species removed during project activities. On-site plantings must also be at a minimum consistent with surrounding habitat density and structure. All site preparation, planning methods, irrigation, invasive species removal, and other maintenance activities must be described. Compensatory plantings must be planted no later than one year following vegetation removal. Permittee shall monitor and maintain plantings to ensure the following minimum success criteria after a minimum of five years: 70% cover of all vegetation; 70% survival of tree and shrub plantings, including up to three years with supplemental water and at least two years without such assistance; and 10% or less cover of invasive non-native species. Photo point stations shall be established for monitoring and the station locations must be shown on mapping.

3.2 Permittee shall submit ***Annual Monitoring Reports*** to CDFW by December 31 of each year for a minimum of five years following plantings, documenting the success of mitigation plantings in becoming established, including photo documentation from fixed photo points. Annual Monitoring Reports shall describe any remedial actions required to meet the success criteria, such as subsequent plantings. Any subsequent remedial plantings shall start a new five-year minimum monitoring and reporting period to document that success criteria have been met.

CDFW will review reports and beginning with Year 5 post-planting shall determine whether performance criteria have been met; if so, CDFW shall provide written confirmation for successful sites.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Obligations of Permittee.

(a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures included in this Agreement. Protective Measures shall be implemented within the time periods indicated in this Agreement and the reporting program described below.

(b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement and shall monitor the effectiveness of the Protective Measures.

4.2 Reports. Permittee shall submit the following Reports to CDFW:

(a) A work schedule, submitted to CDFW at least seven days prior to start of Project activities and within seven days of any revisions to the schedule (Administrative Measure 1.8).

(b) Training documentation, submitted to CDFW within seven days of each training (Administrative Measure 1.9).

(c) A Pre-Activity Survey Report, submitted to CDFW within seven days of completing surveys at each location (Avoidance and Minimization Measure 2.3(a)).

(d) Tricolored blackbird survey reporting, if any Project activity will start during the nesting season, submitted to CDFW within seven days of completing each survey (Avoidance and Minimization Measure 2.3(c)).

(e) A Bat Survey Report, submitted to CDFW at least seven days prior to the start of Project activities at locations with structures or trees suitable for roosting; if bats are present, a Bat Eviction Plan, submitted to CDFW for written approval at least seven days prior to its implementation; and if roosting bats cannot be passively excluded from a tree to be cut or removed, summary reporting of roost monitoring submitted to CDFW prior to removal or cutting of the tree(s) (Avoidance and Minimization Measure 2.3(e)).

(f) White-tailed kite survey reporting, if a Project activity will occur during the nesting season, submitted to CDFW within seven days of completing surveys at each site (Avoidance and Minimization Measure 2.3(f)).

(g) Loggerhead shrike survey reporting , submitted to CDFW within seven days of completing surveys at each site (Avoidance and Minimization Measure 2.3(h)).

(h) Foothill yellow-legged frog survey reporting, submitted to CDFW prior to the start of Project activity at each site (Avoidance and Minimization Measure 2.3(i)).

(i) Documentation of USFWS approval of biologists for California red-legged frog, submitted to CDFW prior to the start of Project activity (Avoidance and Minimization Measure 2.3(j)(i)).

(j) Survey reporting for California-legged frog, submitted to CDFW prior to the start of Project activity at each site (Avoidance and Minimization Measure 2.3(j)(2)).

(k) Special status plant survey reporting, submitted to CDFW at least seven days prior to the start of Project activity at each site (Avoidance and Minimization Measure 2.3(k)).

(l) An Avian Nesting Report, if Project activity is initiated during the avian nesting season, submitted to CDFW within seven days of completing surveys at each site (Avoidance and Minimization Measure 2.4(b)).

(m) A Seed Mix, submitted to CDFW for written approval prior to seed application (Avoidance and Minimization Measure 2.8(b)).

(n) A Spill Response Plan, submitted to CDFW for written approval at least 14 days prior to the start of Project activities (Avoidance and Minimization Measure 2.9(d)).

(o) A Vegetation Mitigation Plan, submitted to CDFW at least 30 days prior to the start of any Project-related activity (Compensatory Measure 3.1).

(p) Annual Monitoring Reports, submitted to CDFW by December 31 of each year for at least five years following initial mitigation plantings (Compensatory Measure 3.2).

(q) An Annual Project Report, submitted by December 31 each calendar year, to include the following:

(i) A summary of Project implementation during the prior calendar year, including dates and relevant times of activities.

(ii) A discussion of how the Protective Measure of this Agreement were followed at all sites where Project activity occurred.

(iii) A summary of any night work (Avoidance and Minimization Measure 2.1).

(iv) A summary of all capture and relocation activity for coast range newt, two-striped garter snake, and adult southwestern pond turtle; and reporting of all southwestern pond turtle nests (Avoidance and Minimization Measure 2.3(b)).

(v) A summary of any northern California legless lizards observed or moved (Avoidance and Minimization Measure 2.3(d).

(vi) Reporting of any California red-legged frog individuals that were moved (Avoidance and Minimization Measure 2.3(j)(iii)).

(vii) Copies of CNDDB forms (Avoidance and Minimization Measure 2.3(l)).

(viii) A summary and mapping of avian nests and any reduced buffers (Avoidance and Minimization Measure 2.4(b)).

(ix) Before, during, and after photo documentation of the work area at each site taken from consistent photo points.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through the Environmental Permit Information Management System (EPIMS) as instructed by CDFW. Project reporting and other Agreement requirements may be submitted to CDFW through EPIMS or sent by email to the contact below (or subsequent contact person) **in addition to** R4LSA@wildlife.ca.gov.

To Permittee:

John Waddell
San Luis Obispo County – Department of Public Works
976 Osos Street #207
San Luis Obispo, California 93408
EPIMS-SLO-49481-R4
Phone: (805) 781-5252
pw.env.permits@slo.slo.ca.us

To CDFW:

California Department of Fish and Wildlife
Region 4 - Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Jim Kitch
EPIMS-SLO-49481-R4

Phone: (559) 580-3198
James.Kitch@wildlife.ca.gov **and**
R4LSA@wildlife.ca.gov

LIABILITY

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

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if CDFW determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement, in accordance with section 723 of title 14 of the California Code of Regulations.

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from 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 section 2050 et seq. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

AMENDMENT

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

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

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

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement’s term. To request an extension, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the

extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e)).

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

EFFECTIVE DATE

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

TERM

This Agreement shall remain in effect for five years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

In approving this Agreement, CDFW is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities conducted under the terms of this Agreement are consistent with the Project as described in the CEQA Environmental Impact Report for the Bob Jones Pathway prepared by the County of San Luis Obispo as the Lead Agency and approved on February 26, 2015 (State Clearinghouse No. 2010031121). A copy of the EIR was provided to CDFW by Permittee.

CDFW, as a CEQA Responsible Agency, shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

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

Figure 1. Project Location USGS Topographic Map
Figure 2. Project Site Locations

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

Through the electronic signature by Permittee or Permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System, 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.

Figure 1

Figure 2

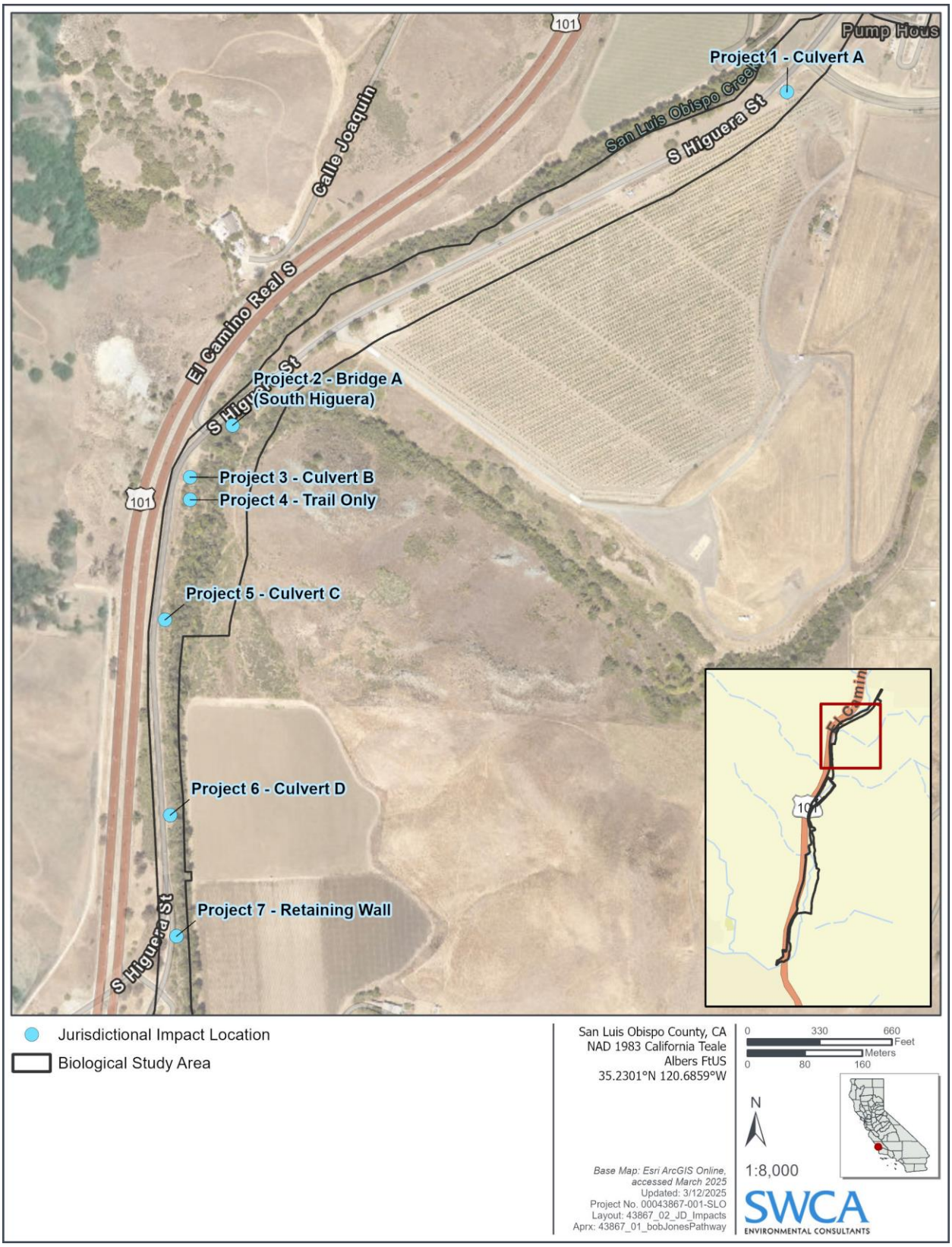

Figure 2. Project Site Locations