

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



**STREAMBED ALTERATION AGREEMENT**  
EPIMS-RIV-19853-R6  
Warms Springs Creek

HOWARD OMDAHL  
ADAMS AVE MASS GRADING PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Howard Omdahl (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 22, 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 Adams Ave Mass Grading Project (Project) is located off Adams Avenue, just southeast of the intersection of Adams Avenue and Fig Street and approximately 0.75 miles southwest of the Interstate 15/Interstate 215 (I-15/I-215) in the City of Murrieta, County of Riverside, State of California; Latitude 33.53524, Longitude -117.18744; Assessor's Parcel Number 909-060-044 (Exhibit 1A).

## **PROJECT DESCRIPTION**

The Project is limited to grading in streams to support a 10.07-acre proposed commercial development project and construction of a buried pipeline with an inlet and outlet system. The construction of the 36" HDPE pipe and flared end section will connect the flow from the northwest property across the vacant adjacent property. The site contains an ephemeral stream (the Larchmont Channel) which back flows onto the

site, expands into an ephemeral wetland, and then flows along the southern property boundary into a tributary channel to Warm Springs Creek. The ephemeral wetland on the Project site supports a population of the smooth tarplant (*Centromadia pungens ssp. laevis*), a rare plant targeted for conservation by the Multi-Species Habitat and Conservation Plan (MSHCP), and a breeding population of spade foot toads (*Spea hammondi*). It also supports other wetland plants species, including woolly marbles (*Psilocarphus brevissimus*), a species normally restricted to vernal pools. The project activities will result in a loss of 0.289 acres of stream habitat. (Exhibit 1B & 1C).

## PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

**BIRDS:** Cooper's hawk (*Accipiter cooperii*), red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), killdeer (*Charadrius vociferus*), rock pigeon (*Columba livia*), Eurasian collared-dove (*Streptopelia decaocto*), mourning dove (*Zenaidura macroura*), American kestrel (*Falco sparverius*), black phoebe (*Sayornis nigricans*), Say's phoebe (*Sayornis saya*), ash-throated flycatcher (*Myiarchus cinerascens*), Cassin's kingbird (*Tyrannus vociferans*), western kingbird (*Tyrannus verticalis*), Least Bell's vireo (*Vireo bellii pusillus*), California scrub-jay (*Aphelocoma californica*), American crow (*Corvus brachyrhynchos*), common raven (*Corvus corax*), cliff swallow (*Petrochelidon pyrrhonota*), house wren (*Troglodytes aedon*), Bewick's wren (*Thryomanes bewickii*), northern mockingbird (*Mimus polyglottos*), tree swallow (*Tachycineta bicolor*), orange-crowned warbler (*Oreothypis celata*), common yellowthroat (*Geothlypis trichas*), yellow warbler (*Setophaga petechia*), yellow-breasted chat (*Icteria virens*), spotted towhee (*Pipilo maculatus*), California towhee (*Melospiza crissalis*), song sparrow (*Melospiza melodia*), black-headed grosbeak (*Pheucticus melanocephalus*), blue grosbeak (*Passerina caerulea*), brown-headed cowbird (*Molothrus ater*), hooded oriole (*Icterus cucullatus*), Bullock's oriole (*Icterus bullockii*), house finch (*Haemorhous mexicanus*), lesser goldfinch (*Carduelis psaltria*), American goldfinch (*Carduelis tristis*), White-tailed kite (*Elanus leucurus*), Northern harrier (*Circus cyaneus*), Swainson's hawk (*Buteo swainsoni*), Loggerhead Shrike (*Lanius ludovicianus*), **MAMMALS:** bobcat (*Lynx rufus*), desert cottontail (*Sylvilagus audubonii*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*), coyote (*Canis latrans*), Los Angeles pocket mouse (*Perognathus longimembris brevinasus*), Stephens' Kangaroo rat (*Dipodomys stephensi*), **PLANTS:** arroyo willow (*Salix lasiolepis*), annual burweed (*Ambrosia acanthicarpa*), black willow (*Salix gooddingii*), California buckwheat (*Eriogonum fasciculatum ssp. foliolosum*), mulefat (*Baccharis salicifolia*), western ragweed (*Ambrosia psilostachya*), smooth tarplant (*Centromadia pungens ssp. laevis*), Baccone's sand spurry (*Spergularia bocconi*), Hyssop loosestrife (*Lythrum hyssopifolia*), Persian knotweed (*Polygonum argyrocoleon*), woolly marbles (*Psilocarphus brevissimus*), short woollyheads (*Psilocarphus brevissimus*), and western marsh cudweed (*Gnaphalium palustre*), riggut grass (*Bromus diandrus*), jimson weed (*Datura wrightii*), redstem filaree (*Erodium cicutarium*), and winter vetch (*Vicia villosa*), **REPTILES:** western fence lizard (*Sceloporus occidentalis*), **AMPHIBIANS:** spade foot toads (*Spea hammondi*), and other fish and wildlife resources within the Project vicinity.

The adverse effects the Project could have on the fish or wildlife resources identified above include: the disturbance to, alteration of, and/or loss of nesting, roosting, and foraging habitat; the reduction or loss of habitat coverage, and composition. The Project will permanently impact a total of 0.289 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq. Total impacts of 0.289 acres to fish and wildlife resources subject to Fish and Game Code section 1600 et seq. are authorized under this Agreement.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.5 Compliance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and Take of Listed Species. The issuance of this Agreement does not authorize the take of any state and/or federally listed threatened, endangered, or fully protected species. Additionally, it does not infer that the Project is consistent with the MSHCP or that the Project has demonstrated that it is a Biologically Equivalent or Superior Preservation Alternative. If modifications to the Project are necessary for MSHCP compliance, then a request for an amendment to this Agreement will be required.
- 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, results in take of CESA-listed species, the Department recommends that the Project proponent seek appropriate authorization prior to Project implementation. This may include an incidental take permit (ITP) or a consistency determination (Fish and Game Code, §§ 2080.1 & 2081).

- 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. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.
- 1.8 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602 resources, or additional operations and maintenance activities not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.

## **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.

### **General Wildlife Protection and Prevention**

- 2.1 Designated Qualified Biologist (s) and Biological Monitor(s). Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, references, and contact information of any qualified biologists (Designated Biologists) and Biological Monitors that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities at least 30 days before initiating ground- or vegetation- disturbing activities. Permittee shall specify the proposed responsibilities of each Designated Biologist and/or Biological Monitor and provide clear evidence that the Designated Biologist and/or Biological Monitor is knowledgeable, experienced, and capable of performing those proposed duties. Evidence of experience should include estimated hours spent surveying, directly observing and/or monitoring specified species.

- A Qualified Biologist is an individual who holds a bachelor's degree from an accredited university and 1) is knowledgeable in relevant species' life histories and ecology, 2) can correctly identify relevant species, 3) has conducted field surveys for relevant species, 4) is familiar with relevant survey protocols, and 5) is knowledgeable of state and federal laws regarding the protection of sensitive species.
- A Biological Monitor is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this Project, experience with construction-level biological monitoring, be able to recognize species that may be present within the Project area and be familiar with the habitats and behaviors of those species.

- 2.2 Responsibility of the Designated Biologist. The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall confirm and monitor the limits of Project activities addressed by this Agreement.
- 2.3 Biological Monitor On-site. The Permittee or Designated Biologist shall designate a person to monitor on-site compliance with all conditions of this Agreement. The Biological Monitor shall halt Project activities to comply with the terms of this Agreement and otherwise avoid impacts to species or habitats.
- 2.4 Authority of Designated Biologists. To ensure compliance with the measures of this Agreement, the Designated Biologists shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) determines that the Project may have an adverse effect on any special-status species (threatened, endangered, candidate, species of special concern, etc.), they must halt construction and notify the appropriate agencies immediately. Unless authorized by CDFW, the Designated Biologists shall not have the authority to handle any special-status species (threatened, endangered, candidate, species of special concern, etc.).
- 2.5 Delineate Work Area Boundary. In consultation with the Designated Biologist(s), Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signate, 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 restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. 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.

- 2.6 Environmentally Sensitive Areas. The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the 'standard work area boundary' materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. 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.
- 2.7 Educational Program. Permittee shall conduct an Education Program for all persons employed or otherwise working on the Project prior to performing any work on site. The program shall consist of a presentation from a Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any Protected Species that may be present, 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. The Permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry 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. The Education Program shall be repeated annually for part of the Project extending more than one (1) year. Copies of program materials shall be maintained at the Project site for workers to reference as needed.
- 2.7.1 Invasive Species Education Program. Permittee shall include an invasive species Education Program for all persons working on the Project prior to the performing any work on site. The program shall consist of a presentation from a Designated Biologist that includes a discussion of the invasive species currently present within the Project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The program shall also include a discussion of BMPs to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the

Project site.

## **Nesting Bird Protection**

2.8 Nesting Birds. It is the Permittee's responsibility to avoid impacts to nesting birds. Permittee shall ensure that impacts to nesting birds are avoided through the implementation of preconstruction surveys, ongoing monitoring, and if necessary, establishment of minimization measures.

2.8.1 Designated Biologist. The Permittee shall designate a biologist with the following experience: identifying local and migratory bird species; conducting bird surveys using appropriate survey methodology (e.g., Ralph et al. 1993<sup>1</sup> and 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 (e.g., Martin and Geupel 1993<sup>2</sup>); determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

2.8.2 Pre-construction Surveys. Surveys shall be conducted by the Designated Avian Biologist at the appropriate time of day/night, during appropriate weather conditions, between three (3) and seven (7) 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 area subject to this Agreement; 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 Avian Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Avian Biologist shall not risk

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<sup>1</sup>Ralph, C.J., G.R. Geupel, P. Pyle, T.E. Martin, and D.F. DeSanta. 1993. Handbook of field methods for monitoring landbirds. General Technical Report PSW-GTR 144. USDA Forest Service Pacific Southwest Research Station. Albany, CA.

<sup>2</sup> Martin, T.E. and G.R. Geupel. 1993. Nest-monitoring plots: methods for locating nests and monitoring success. Journal of Field Ornithology 64:507-514.

failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Avian Biologist shall 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 Avian Biologist shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-construction surveys shall be provided to CDFW at least one business day prior to commencement of Project activities, as identified in Measure 4.2. Results of ongoing monitoring surveys shall be provided to CDFW upon request.

- 2.8.3 Buffers. When an active nest is confirmed, the Designated Avian Biologist 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 Avian Biologist 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. The Designated Avian Biologist 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 Avian Biologist determines that Project activities may be causing an adverse reaction, the Designated Avian Biologist shall adjust the buffer accordingly.
- 2.8.4 Protection from Excessive Sound. If construction must take place within the buffer, a qualified acoustician shall monitor noise as construction approaches the edge of the occupied habitat as directed by the designated biologist. If the noise meets or exceeds the 60 dB(A) Leq threshold, or if the Designated Avian Biologist determines that construction activities are disturbing nesting activities, the Designated Avian Biologist shall have the authority to halt construction and shall consult with CDFW to devise methods to reduce the noise and/or disturbance. This may include methods such as, but not limited to, turning off vehicle engines and other equipment whenever possible to reduce noise, installing a protective noise barrier between the nesting birds and the activities, and working in other areas until the young have fledged. The Designated Avian Biologist shall monitor the nest daily until activities are no longer within 300 feet of the nest, or the fledglings become



independent of their nest, or the nest has failed.

- 2.8.5 Ongoing Monitoring. The Designated Avian Biologist shall be onsite daily to monitor all existing nests, the efficacy of established buffers, and to document any new nesting occurrences. The Designated Avian Biologist 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 Avian Biologist 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 Avian Biologist may approach the nest to assess the status.
- 2.8.6 Securing Site. The Permittee, under the direction of the Designated Avian Biologist, 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 Avian Biologist shall ensure that none of the deterrent materials pose an entanglement risk to birds or other species. The Designated Avian Biologist(s) shall include a detailed account of any steps taken to discourage nesting within the Project site in the summary reports.
- 2.8.7 Reporting. The Designated Avian Biologist shall be responsible for providing summary reports, as specified in Measure 4.2, where relevant, to CDFW no less than once weekly regarding the nesting species identified onsite, discovery of any of new nests, the status/outcome of any previously identified nest, buffer distances established for each nest, and any adjustments made to established buffers. If Project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW within 24 hours of detection.
- 2.9 Biological Monitoring. The Designated Biologist(s) shall be responsible for monitoring all Project activities that have the potential to impact fish and wildlife resources subject to Fish and Game Code section 1600 et seq., including streams, associated vegetation/habitat, and wildlife. The Designated Biologist(s) shall ensure that all avoidance and minimization measures are implemented and maintained, including, but not limited to: determining and delineating appropriate avoidance and buffer areas, maintaining delineated access routes and work areas, monitoring for the presence of, and potential impacts to, special-status species, and maintaining/repairing/replacing any exclusionary fencing and trench/excavation covers.

### **Best Management Practices**

- 2.10 Best Management Practices. Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants

during Project activities. BMPs shall be monitored 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. 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. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.

## **Equipment and Vehicles**

- 2.11 Equipment and Vehicles. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- 2.12 Stationary Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of construction.
- 2.13 Staging and Storage Areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.
- 2.14 Equipment Maintenance. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

## **Trash and Pollution Measures**

- 2.15 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 work day 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.

2.16 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.16.1 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.

2.16.2 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.

2.16.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from Project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.

2.16.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream

2.16.5 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.

2.17 Turbidity and Siltation. All equipment that enters the streambed or habitat associated with the stream shall be clean and dry. Upon CDFW determination that turbidity/siltation levels resulting from Project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW approved control devices are installed, or abatement procedures are initiated.

- 2.18 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall also be notified by the Permittee and consulted regarding clean-up procedures.
- 2.19 Disposal of Vegetation. Following any vegetation clearing/removal activities, Permittee shall immediately chip woody debris to pieces 1-inch in diameter or less and dispose of the materials using one of the following methods: a) solarize with clear tarp, b) compost at a commercial facility, c) burn at a biogeneration facility, or d) send to a landfill (can be utilized as Alternative Daily Coverage). Plant material infested with polyphagous shot hole borer will follow handling procedures found at <http://eskalenlab.ucr.edu/handouts/decisionmaking.pdf>.
- 2.20 Excavated Areas. At the end of each work day, Permittee shall, with the oversight of the Designated Biologist or a trained construction management staff, secure any open trench or excavated area within the Project area addressed by this Agreement 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 and at an angle no greater than 30 degrees at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.

### **Invasive Species**

- 2.21 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <https://www.cal-ipc.org/plants/inventory/>.
- 2.22 Clean Equipment Prior to Entering Area Regulated by Agreement. All Equipment shall be free of materials deleterious to aquatic life including noxious and nuisance weeds, aquatic invasive species, oil, grease, hydraulic fluid, soil and other debris. The Permittee shall follow equipment washing guidelines (see conditions below) and complete the Certification of Clean Equipment. The Certification of Clean Equipment shall be completed by the Permittee for all equipment prior to initially entering areas regulated by this Agreement.
- 2.23 Inspection of Project Equipment. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to initially entering areas regulated by this Agreement, and upon Equipment Operator recertification following decontamination.

- 2.24 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, vehicles, trailers, and other equipment that will be used in areas regulated by this Agreement and make contact with water or wetted soils prior to initially entering and upon reentering with verification that subsequent decontamination is required with the following specific guidance: Permittee shall decontaminate Project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to hard to reach and clean areas with a stiff-bristled brush to remove all plant, seeds, soil, and other organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water and all plant, seeds, and soil), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used in contact with water or wet soil within a different watershed, and returned to the Project site.
- 2.25 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas. Cleaning of equipment may occur at a location that contains and recycles resulting wastewater.
- 2.26 Other Project Equipment. Permittee or designee shall require operators of equipment to re-certify equipment upon reentry to areas regulated by this Agreement. Permittee shall require operators of equipment subject to recertification that are reentering after contact with water and/or wet soil from a stream or lake in areas outside those regulated under this Agreement to follow equipment washing guidelines (see measures above).
- 2.27 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: <https://wildlife.ca.gov/Conservation/Invasives/Report>) and photos to the Invasive Species Program by email at: [invasives@wildlife.ca.gov](mailto:invasives@wildlife.ca.gov). Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

### 3. Compensatory Measures

To compensate for adverse impacts to 0.289 acres of fish and wildlife resources identified above that cannot be avoided or minimized, the purchase of credits from a mitigation bank per Measure 3.1 must be completed before initiation of Project activities, unless security is provided pursuant to Measure 3.2 below for all uncomplete obligations. Permittee shall implement Measure 3.1 and each sub-measure within the selected measure.

- 3.1 Habitat Re-establishment – Off site (Mitigation Bank). To compensate for permanent impacts to 0.289 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall purchase no less than 0.289 acres of streambed or riparian habitat re-establishment and 0.903 re-habilitation **OR** 1.192 acre of preservation credits through a CDFW-approved mitigation bank within Western Riverside County. Written CDFW approval of the mitigation bank is required **prior to purchase of credits**. Mitigation credits shall be purchased, and receipt provided to CDFW, **at least 30 days prior to the initiation of Project activities**, which includes staging and site preparation.
- 3.2 Financial Security. If mitigation credits are not purchased, and receipt provided to CDFW, at least 30 days prior to the initiation of Project activities, Permittee shall provide a financial security in the form of a Letter of Credit (LOC) in a form acceptable to CDFW, or other form of security approved by CDFW, in an amount sufficient to purchase 1.192 acres of streambed and riparian habitat **re-establishment** through a CDFW-approved mitigation bank within Western Riverside County at least 30 days prior to the initiation of Project activities. The LOC shall be submitted **to CDFW for approval and shall be executed prior to initiation of Project activities**.
- 3.2.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval prior to execution. The LOC shall not be executed without CDFW's prior approval.
- 3.2.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC at least sixty (60) days prior to the expiration date.
- 3.2.3 Execution of LOC. Upon execution of the LOC, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

### 4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Pre-activity Survey Results. Permittee shall submit to CDFW for review, the results of the Pre-activity Survey conducted by the Designated Biologist(s) and any measures proposed to ensure complete avoidance of any nesting bird(s) and/or special-status species, if identified during the survey(s). Results of the survey shall be submitted to CDFW in writing no more than 7 days following completion of the surveys and before commencement of Project activities. The report shall include the following information: a list of all nesting bird(s) and/or special-status species observed; a description of habitat and refugia (e.g., potential burrows, nests, dens, etc.) potentially supporting the nesting bird(s) and/or special-status species; the location(s) of each observation; methods proposed to demarcate/delineate those locations and any associated buffers/avoidance areas; and any other avoidance or minimization measure proposed to be implemented.
- 4.2 Post-activity Report. Permittee shall provide a brief post-activity report summarizing the results of the pre-activity sweep and any site- or species-specific avoidance and minimization measures implemented during the Project. The post-activity report shall include photos of the Project areas, post-project, to document the restoration of the temporary work areas.
- 4.3 Notification to CNDDDB. If any special-status species are observed on or in proximity to the Project, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings. The CNDDDB form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. A copy of this information shall also be mailed within five days to CDFW at the address listed below under Contact Information. Please reference Notification No. EPIMS-RIV-19853-R6.
- 4.4 Notification of Start of Construction. Permittee shall notify CDFW, in writing, at least five days prior to initiation of Project activities. Notification shall be sent via email to [Breanna.Machuca@wildlife.ca.gov](mailto:Breanna.Machuca@wildlife.ca.gov). Please reference Notification No. EPIMS-RIV-19853-R6.

## **CONTACT INFORMATION**

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

### To Permittee:

Howard Omdahl  
EPIMS-RIV-19853-R6  
Adams Mass Grading Project  
[hlomdahl@hotmail.com](mailto:hlomdahl@hotmail.com)

### To CDFW:

Department of Fish and Wildlife  
Inland Deserts Region  
EPIMS-RIV-19853-R6  
Adams Mass Grading Project  
[R6LSAReporting@wildlife.ca.gov](mailto:R6LSAReporting@wildlife.ca.gov)  
cc: [Breanna.Machuca@wildlife.ca.gov](mailto:Breanna.Machuca@wildlife.ca.gov)

## **LIABILITY**

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

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

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

## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take



of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

## **AMENDMENT**

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall 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 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 19, 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.

## **EXHIBITS**

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

- A. Exhibit 1A Regional Location of Adams Mass Grading Project, Exhibit 1B Project Site Map of Adams Mass Grading Project, & Exhibit 1C Adams Mass Grading Site Plan
- B. Exhibit 3 Letter of Credit

## **AUTHORITY**

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

## **AUTHORIZATION**

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

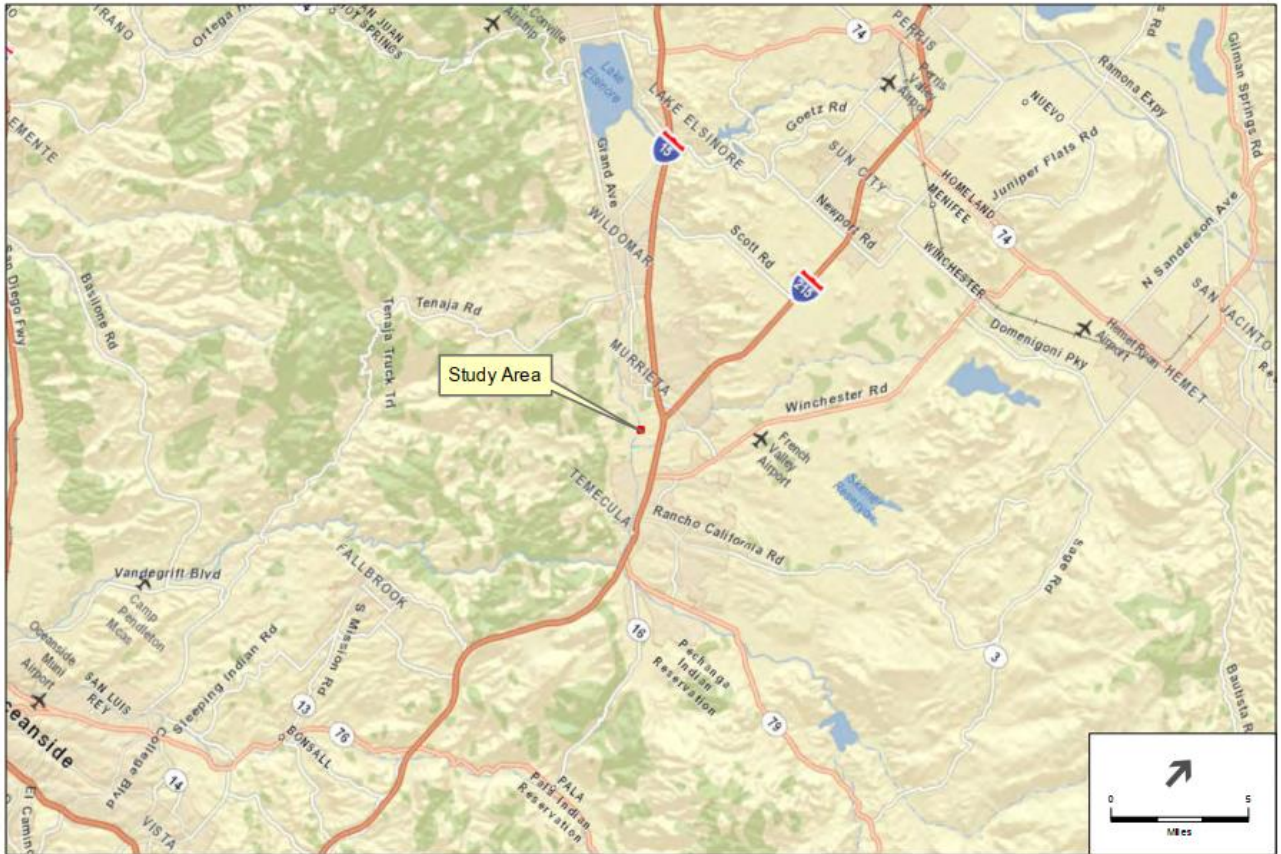
### **CONCURRENCE**

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's 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.**

# **Exhibit 1 - 2**

### Exhibit 1A Regional Location of Adams Mass Grading Project



Source: ESRI Street Map, 2009; ESA PCR, 2016.

Larchmont Business Park (APN 909-080-044)

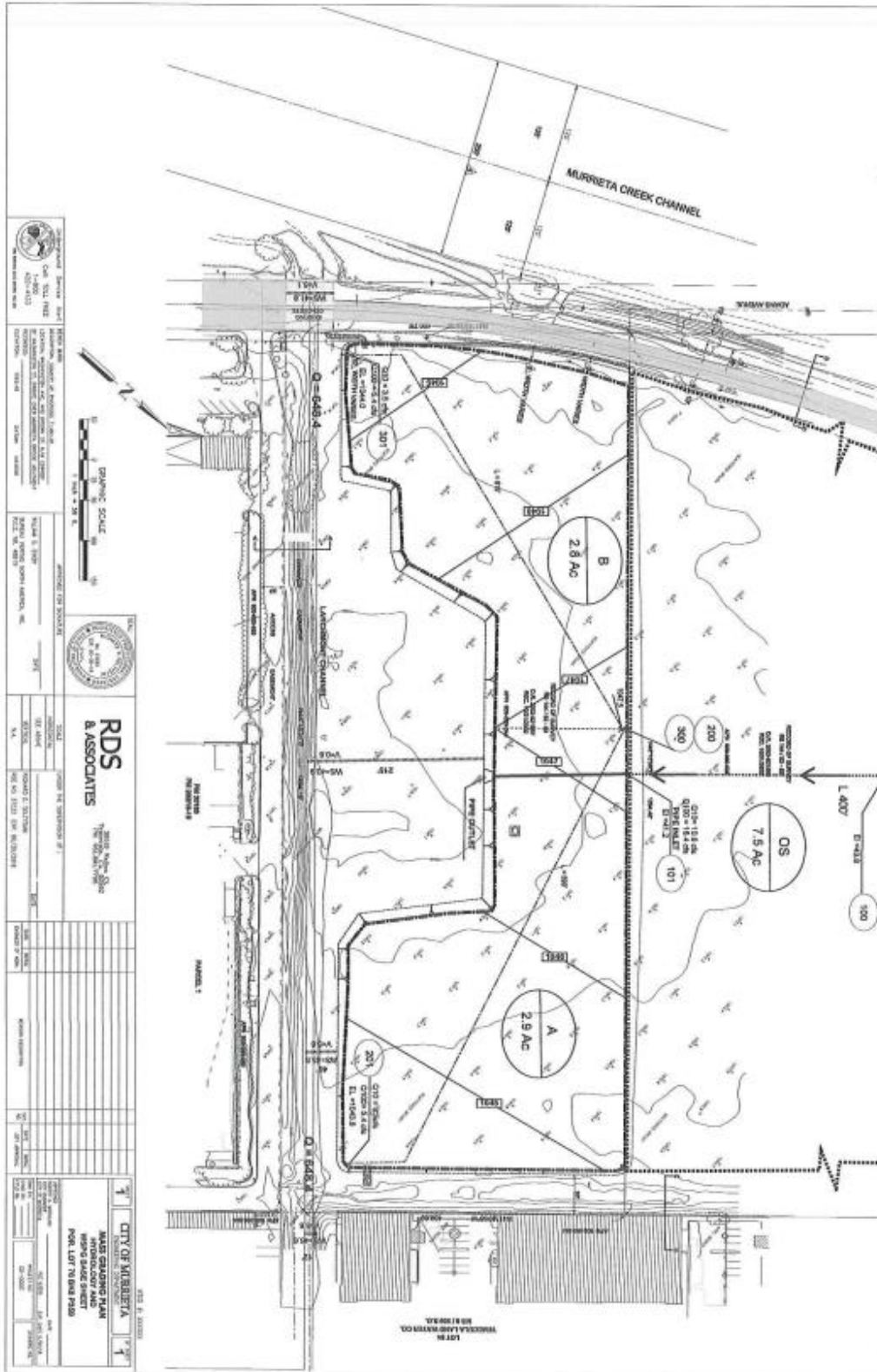
**Figure 1**  
Regional Map

### Exhibit 1B Project Site Map of Adams Mass Grading Project





### Exhibit 1C Adams Mass Grading Plan



### Exhibit 3. Letter of Credit

**[Financial institution letterhead]**

IRREVOCABLE STANDBY LETTER OF CREDIT  
NO. **[number issued by financial institution]**

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Issue Date: **[date]**

Beneficiary:

Department of Fish and Wildlife  
Habitat Conservation Planning Branch  
Post Office Box 944209  
Sacramento, CA 94244-2090  
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the [insert: "lake" or "streambed"] alteration agreement (No. [permit number]) for the [name of Project] issued by CDFW to the Applicant on [date] (No. [number]) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions [numbers] in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A.

which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an "Authorized Representative" of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation/Reduction, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An "Authorized Representative" shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless **at least 60 days** prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-



2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

**[Name of financial institution]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [number issued by financial institution]  
CERTIFICATE FOR DRAWING

To:

[Name and address of financial institution]

Re: **[Insert: "Lake" or "Streambed"]** Alteration Agreement (No. **[permit number]**)

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [Insert one of the following statements: "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." or "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$\_\_\_\_\_.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of the \_\_\_ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY:

[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" or "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

5. **ATTACHMENT B**

IRREVOCABLE LETTER OF CREDIT NO. [*number issued by financial institution*]

6. **CERTIFICATE FOR CANCELLATION**

To:

**[Name of financial institution and address]**

Re: [*Insert: "Lake" or "Streambed"*] Alteration Agreement (No. [*permit number*])

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [*Insert one of the following statements: "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." or "The Applicant has presented documentary evidence of compliance with the following Mitigation Requirement[(s)] referenced in paragraph 3 of the Credit: [*insert brief description of requirement(s) or requirement number(s) completed*]." or "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."*]
2. [*Insert one of the following statements: "CDFW therefore requests the cancellation of the Credit." or "CDFW therefore requests a reduction in the Principal Sum in the amount of \$ \_\_\_\_\_, thereby making the new Principal Sum \$ \_\_\_\_\_."*]

[*Insert one of the following statements: "Therefore, CDFW has executed and delivered this Certificate for Cancellation as of the \_\_\_\_ day of [*month*], [*year*]." or "Therefore, CDFW has executed and delivered this Certificate for Reduction as of the \_\_\_\_ day of [*month*], [*year*]."*]

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

BY:

**[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" or "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]**