

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



STREAMBED ALTERATION AGREEMENT
EPIMS-MON-43221-R4
CARMEL RIVER – MONTEREY COUNTY

RANCHO CANADA VENTURE LLC
ALAN WILLIAMS
40 TEHAMA
CARMEL, CALIFORNIA 93923

RANCHO CAÑADA VILLAGE PROJECT (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Rancho Canada Venture LLC (Permittee), represented by Alan Williams.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on August 28, 2023, 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 within the Carmel River on the western section of the former Rancho Cañada Golf Club, east of the intersection of Rio Road and Val Verde Drive and south of Carmel Valley Road and Carmel Middle School, approximately 0.9 mile east of the City of Carmel-by-the-Sea, Monterey County, State of California (Figure 1). Location information for the activity at each Project site is provided in Table 1 below.

EXHIBIT A

Table 1. Project Site Locations.

Site No.	Activity	Latitude	Longitude	Assessor's Parcel Numbers
1	Placement of Fill and Retaining Wall Construction	36.53784	-121.89879	015-162-016-000 015-162-017-000 015-162-025-000 015-162-026-000 015-162-040-000 015-162-043-000 015-162-048-000
2	Installation of Culverts and Rock Slope Protection	36.54029	-121.89391	015-162-040-000
3	Installation of Culverts and Rock Slope Protection	36.53818	-121.89805	015-162-017-000
4	Construction of Elevated Emergency Road with Box Culvert and Floodgate	36.53733	-121.90047	015-162-025-000
5	Installation of Culvert Outlets and Rock Slope Protection	36.53747	-121.90002	015-162-025-000
6	Realignment of Concrete Trail	36.53722	-121.90047	015-162-025-000
7	Tree Planting (north)	36.53721	-121.89975	015-162-025-000 015-162-048-000
7	Tree Planting (south)	36.53625	-121.89773	015-162-048-000

PROJECT DESCRIPTION

The Project includes activities related to the construction of a new residential development within the Carmel River. Specific details below describe activities to fill the stream, provide infrastructure for road crossings and storm drains, realign an existing trail, and plant replacement vegetation. Project activities will occur outside the wetted channel and will require approximately 1,120 work days to complete over the course of 4.5 years.

Site 1 - Placement of Fill and Retaining Wall Construction

Precast concrete block retaining walls will be installed along the south and west boundaries of the development area. The south wall will span from approximately Site 2 to approximately Site 5 at the emergency road wall (see Site 4 description below), and the west wall will span north from the emergency wall at Site 4 (see Figure 2). The south boundary retaining wall for its east portion will be approximately 1,350 feet long and 2.33 feet thick with an average height of 2 feet, and along its west portion will be approximately 1,122 feet long and 2.33 feet thick with an average height of 7.1 feet. The west boundary retaining wall will be approximately 301 feet long and 2.33 feet thick with an average height of 4.8 feet (see Figure 3). Behind the retaining walls, up to 170,700 cubic yards of imported clean earthen fill and native fill excavated for other Project activities will be placed over 18.82 acres (see Figure 2, the fill area is the blue shaded area within the orange dashed line on the north side of the green dashed line). The fill is intended to elevate the development area outside of the stream floodplain, to elevations

of approximately 41 feet on the western side and increasing to 63.5 feet on the eastern side.

Within the fill, two chambers will be installed below the finished grade, at the northeast and southwest ends of the development. Each chamber will act as stilling basins for stormwater within the developed area and route water to two culverts at Site 5 through the retaining wall. For example, the southwest chamber is shown in Figure 3 and will have an area of approximately 75 feet by 100 feet; the northwestern chamber will be approximately 130 feet by up to approximately 35 feet, to the west of Site 2.

Following construction of the retaining wall and placement of fill, exclusion fencing for California red-legged frog (*Rana draytonii*) will be installed at the base of the retaining walls ("secondary frog fence" line in Figure 4). Existing exclusion fencing and chain link security fencing will then be removed from the southern extent of the site, within areas denoted in Figures 2 and 4 as Parcels H and I.

Site 2 - Culvert and Rock Slope Protection Installation

An existing 36-inch pipe conveying storm water from a detention basin on the Carmel Middle School property to the north of the Project will be connected to a precast concrete storm drain manhole and a 436-foot long, 36-inch diameter culvert (see Figure 2 for general location). Up to 760 cubic yards of soil will be excavated for culvert and rock slope protection installation and used elsewhere on site as fill. The culvert will be installed 12 inches below the new road surface and a flared end section with trash rack and rock slope protection will be installed at the culvert outlet. The surface will be graded to direct flow northeast to the inlet of three new culverts that will be installed under a new road. The three new corrugated pipe-arch culverts will be 69 feet long and 30 inches tall and have 4-foot long flared end sections at the inlets and outlets. The culverts will be installed 4 feet below the surface and above a new 12-inch diameter storm drain pipe. Approximately 19.4 cubic yards of 4-inch to 8-inch diameter rock slope protection will be placed 1.5 feet deep over a 12-inch deep gravel filter at each culvert outlet over an area 15 feet wide by 14 feet long.

Site 3 - Culvert and Rock Slope Protection Installation

An existing depression of an on-site pond will be graded and two new corrugated pipe-arch culverts measuring 45 feet long and 30 inches tall with 4-foot long flared end sections at the inlets and outlets will be installed at its center under a new road (see Figure 2 for general location). The culverts will be installed approximately 12 inches below the road surface. Approximately 13 cubic yards of 4-inch to 8-inch diameter rock slope protection will be placed over a 12-inch thick gravel filter layer in an area 10 feet wide by 14 feet long by 1.5 feet deep at each culvert outlet.

Site 4 - Elevated Emergency Road with Box Culvert and Floodgate Construction

An elevated emergency access road will be constructed at the west boundary of the Project site for emergency, utility, bicycle, and pedestrian access (see generally Figure 2). The elevated road with retaining wall will connect the western site boundary and southern site boundary retaining walls and a box culvert with flood gate will be installed 1 foot below the road surface. The box culvert will convey water collected from the

residential area toward the Carmel River. The precast concrete block retaining wall will be approximately 230 feet long and 2.33 feet thick with an average height of 9.9 feet. The box culvert with flood gate will be 10 feet tall, 12 feet wide, and 25 feet long with a 10-foot tall, 7-foot wide, and 8.5-foot long pump station vault. The vault will have a 3-foot concrete pipe at the bottom and a 1-foot discharge pipe at the top. The box culvert and vault concrete walls will be 1 foot thick.

Site 5 – Culvert outlets and Rock Slope Protection Installation

Two 24-inch diameter storm drain pipes will be installed through the emergency access road retaining wall (from Site 4) and discharge south into the Carmel River floodplain (see Figures 2 and 3). The pipe outlets will each have a 4-foot long flared end section with a trash rack. At each pipe outlet, approximately 8.9 cubic yards of rock slope protection will be placed in an area 6 feet wide by 16 feet long by 1.5 feet deep and will consist of 4-inch to 8-inch diameter rock over a 12-inch deep gravel filter layer.

Site 6 - Concrete Trail Realignment

A 105-foot long section of an existing concrete golf cart trail located mostly on Parcel H will be removed and realigned to the northwest (Figures 2 and 5). Up to 376 square feet of the existing trail will be removed using a backhoe and transported off site for disposal using a dump truck. The new trail section will be 5 feet wide and 260 square feet in area, and will consist of 4-inch deep cast-in-place concrete with rebar over a 4-inch thick aggregate base layer. The 204-square foot area left exposed from trail removal will be hydroseeded with a native seed mix. A 10-foot wide work area around the trail will be temporarily disturbed.

Site 7 – Vegetation Planting

To offset vegetation removal in construction areas, mitigation plantings of native trees and shrubs will be installed south of the development area. Two areas totaling 3.06 acres located within the floodplain on Parcel H will be planted with locally native tree and shrub species (Figure 6). On the northern 0.55-acre area, 50 to 100 arroyo willow tree (*Salix lasiolepis*) pole cuttings will be planted. Cuttings will be sourced from trees removed at Site 4. On the southern 2.51-acre area, 15 coast live oak trees (*Quercus agrifolia* var. *agrifolia*), 20 black cottonwood trees (*Populus balsamifera* ssp. *trichocarpa*), 5 western sycamore trees (*Platanus racemose*), 60 California coffeeberry shrubs (*Frangula californica*), and 80 California wild rose shrubs (*Rosa californica*) will be planted. Planting will occur in late October or early November after winter rains begin. Temporary irrigation may be provided during the summer months post planting. Non-native plant species may be removed through hand pulling, mowing, or herbicide spot application as trees become established.

Access, Staging, Stockpiling, Equipment, and Fencing

Construction access will occur from the west and the northeast through Carmel Valley Road and Rio Road. Staging, stockpiling, and storage areas will be located outside of the stream and floodplain and/or within development areas. Equipment required to complete the Project includes a bulldozer; excavator; compactor/roller; bobcat with sweep, bucket, and drill attachments; grader; asphalt paver; dump truck; equipment delivery trucks; medium to large passenger trucks; and water trucks.

PROJECT IMPACTS

Project construction associated with grading and construction of retaining walls, housing, roads, utilities, and stormwater drainage will impact 18.82 acres along 2,320 linear feet of the stream and place up to 220,000 cubic yards of fill material in the stream. The Project will also result in temporary impacts to 1.9 acres associated with construction and equipment access. Up to 21 trees measuring 6 inches to 24 inches in diameter at breast height will be removed. Table 2 lists the numbers of each tree species to be removed.

Table 2. Trees to be Removed.

Species	Number of Trees to be Removed
Arroyo willow (<i>Salix lasiolepis</i>)	9
Coast live oak (<i>Quercus agrifolia</i> var. <i>agrifolia</i>)	1
Black cottonwood (<i>Populus balsamifera</i> ssp. <i>trichocarpa</i>)	1
Western sycamore (<i>Platanus racemose</i>)	1
Pine (<i>Pinus</i> spp.)	9
Total	21

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 3, as well as to other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local ecosystem could potentially be impacted by the Project.

The Project could also result in impacts to fish and wildlife resources from sedimentation and erosion resulting from ground disturbing activity, bank alteration, and changes in flow patterns; placement of fill; disturbed soils being carried downstream by subsequent flows, relocated, and re-deposited in areas used by fish and wildlife; pollution caused by vehicle or equipment leaks, dirty or contaminated equipment, or from concrete cement; introduction of non-native species from equipment, tools, and machinery used previously at other locations; direct impacts including mortality caused by trampling/crushing or excavation of vegetation or of subterranean wildlife habitats; impacts from collisions with vehicles or heavy equipment; and noise, vibration, and other disturbance-related changes in wildlife behavior, resulting in nest abandonment, impacts to denning animals, increased predation, reduced foraging efficacy, and other behavioral changes.

Table 3. Special Status Species with Potential to be Impacted.

Species Names (Scientific, Common)		CRPR	Federal Status	State Status
Plants				
<i>Clarkia jolonensis</i>	Jolon clarkia	1B.2	-	-
<i>Fritillaria liliacea</i>	Fragrant fritillary	1B.2	-	-
<i>Pinus radiata</i>	Monterey pine	1B.1	-	-
Animals				
<i>Bombus crotchii</i>	Crotch's bumble bee	-	-	C
<i>Rana draytonii</i>	California red-legged frog	-	T	SSC
<i>Taricha torosa torosa</i>	Coast range newt	-	-	SSC
<i>Actinemys pallida</i>	Southwestern pond turtle	-	PT	SSC
<i>Thamnophis hammondi</i>	Two-striped garter snake	-	-	SSC
<i>Anniella pulchra</i>	Northern California legless lizard	-	-	SSC
<i>Phrynosoma blainvillii</i>	Coast horned lizard	-	-	SSC
<i>Elanus leucurus</i>	White-tailed kite	-	-	FP
<i>Athene cunicularia hypugaea</i>	Western burrowing owl	-	-	C
<i>Contopus cooperi</i>	Olive-sided flycatcher	-	-	SSC
<i>Progne subis</i>	Purple martin	-	-	SSC
<i>Setophaga petechia</i>	Yellow warbler	-	-	SSC
<i>Lanius ludovicianus</i>	Loggerhead shrike	-	-	SSC
<i>Ammodramus savannarum</i>	Grasshopper sparrow	-	-	SSC
<i>Circus hudsonius</i>	Northern harrier	-	-	SSC
<i>Neotoma macrotis luciana</i>	Monterey dusky-footed woodrat	-	-	SSC
<i>Sorex ornatus salarius</i>	Monterey shrew	-	-	SSC
<i>Antrozous pallidus</i>	Pallid bat	-	-	SSC
<i>Lasiurus frantzii</i>	Western red bat	-	-	SSC

CRPR = California Rare Plant Rank; C = Candidate for Listing; T = Threatened; SSC = Species of Special Concern; PT = Proposed Threatened; FP = Fully Protected

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1 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, or 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 such 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 Progress of activities covered by this Agreement in an **Annual Report** (see Reporting Measure 4.2(t)).
- 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 and signed name 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 the 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. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- 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 in good repair for the duration of each Project. All stream areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas and shall not be disturbed.
- 2.3 Listed 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 each Project activity. 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 is found during surveys or at any time during Project activity, Permittee shall notify CDFW of the discovery immediately and work shall not begin or continue until CDFW provides written authorization. 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) Reporting Observations to CNDDDB. 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 (CNDDDB) forms to the CNDDDB via the online field survey form system (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data#44524419-online-field-survey-form>) for all detections and **provide copies of the CNDDDB forms** in the Annual Report (see Reporting Measure 4.2(t)(3)).

- (c) Crotch's Bumble Bee. If a Project activity will occur during the Crotch's bumble bee active period of April 1 to August 31, a qualified biologist shall conduct a survey for Crotch's bumble bee using a CDFW-approved protocol (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline>) to detect bees and potential nesting sites in all areas of suitable habitat, such as areas of leaf litter, thatched grass, brush piles, fallen logs, or rodent burrows. The survey shall be performed within 14 days prior to the start of the Project activity. Permittee acknowledges that this Agreement does not authorize take of Crotch's bumble bees for identification. Permittee shall submit **Crotch's bumble bee survey reporting** to CDFW prior to the start of the Project activity. If Crotch's bumble bee and/or a nest are detected, Permittee shall halt work immediately or shall not commence work, whichever situation applies, and contact CDFW for written approval to begin or resume work. If a nest is found, Permittee shall also maintain a minimum 50-foot no-disturbance buffer around the nest until the end of the Crotch's bumble bee active period. If avoidance of individuals or a nest is not feasible, Permittee is advised that in order to comply with the California Endangered Species Act, an Incidental Take Permit for Crotch's bumble bee would be necessary prior to commencing or resuming the Project activity.

If an overwintering queen is unearthed during Project ground-disturbing activity, Permittee shall immediately halt the Project activity and contact CDFW immediately to report the incident along with the coordinates, habitat features, and substrate. If the queen is still in torpor, Permittee shall lightly cover it with the same substrate it was found in. Permittee shall not resume Project activity before receiving written approval from CDFW. In this scenario, Permittee is advised that in order to comply with the California Endangered Species Act, an Incidental Take Permit for Crotch's bumble bee may be necessary prior to commencing or resuming the Project activity.

Permittee shall not use herbicides marked with the U.S. Environmental Protection Agency's bee hazard icon. Permittee shall not use neonicotinoid insecticides, including nursery plants or seeds that have been treated with neonicotinoids. Permittee shall avoid spraying herbicides onto flowering plants, with special care to avoid taxa known to be utilized by Crotch's bumble bee.

- (d) California Red-Legged Frog. A qualified biologist shall survey the work area for California red-legged frog within 14 days prior to commencing each Project activity. Permittee shall submit **California red-legged frog survey reporting** to CDFW within seven days following each survey. If California red-legged frog of any life stage (egg, larvae, or adult) is detected prior to the start of the Project or at any time during Project activities, Permittee shall cease or shall not commence (whichever applies) all activities and contact CDFW immediately. All California red-legged frogs shall be allowed to leave the work area of their own volition. Permittee shall not begin or resume

Project activity until CDFW has been contacted and has provided written approval for work to begin or continue.

- (e) Coast Range Newt, Two-Striped Garter Snake, and Southwestern Pond Turtle. A qualified biologist shall survey the work area for these species within 48 hours prior to the start of each Project activity. If individuals are detected during surveys or at any time during Project activity, Permittee shall allow them 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 or disturb neonate turtles that are using a nest area. ***Survey reporting, a summary of all capture and relocation activity, and all southwestern pond turtle nests*** shall be included the Annual Report, including capture and release locations and mapping of southwestern pond turtle nests (see Reporting Measure 4.2(t)(4)).
- (f) Northern California Legless Lizard and Coast Horned Lizard. A qualified biologist shall survey the work area for these lizard species within 48 hours prior to the start of each Project activity. Areas under logs and other cover objects shall be inspected and any leaf litter under shrubs and trees shall be gently raked with a hand tool (e.g., a garden rake) to a depth of two inches to locate lizards. Individuals of these species shall be allowed to leave the work area of their own volition. If this is not feasible, a qualified biologist shall capture and relocate them out of harm's way to the nearest suitable habitat at least 100 feet from the work area. ***Survey reporting and a summary of all detections and any lizard capture and relocation*** shall be included with the Annual Report, including mapping of capture and release locations (see Reporting Measure 4.2(t)(5)).
- (g) White-Tailed Kite. If Project activity in any year will begin during the avian nesting season of February 1 through August 31, a qualified biologist shall survey for nesting white-tailed kites within the work area and a 500-foot radius of the work area, within 14 days prior to the start of the Project activity. A qualified biologist 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 500-foot 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 submit a written proposal to CDFW that includes a justification to reduce any buffers. Avoidance buffer variances shall only be implemented if CDFW has provided advance, written approval.

- (h) Monterey Dusky-Footed Woodrat. A qualified biologist shall survey the work area to identify woodrat houses within 14 days prior to each Project activity. All woodrat houses shall be avoided and protected during Project activities with a minimum 25-foot no-disturbance buffer. If houses cannot be avoided by this buffer, Permittee may submit a **written request**, with a justification to reduce the buffer, to CDFW. Permittee shall not reduce the buffer without advance written approval from CDFW. If direct impacts to a woodrat house cannot be avoided, Permittee may submit a **written request** to dismantle the house to CDFW for written approval. If approved by CDFW, a qualified biologist shall dismantle houses by hand only during the nonbreeding season, between October 1 and December 31, allowing any animals to escape either along existing woodrat trails or toward other available habitat. If a litter of young is found or suspected, house material shall be replaced immediately and left alone for a minimum two to three days before a recheck to determine whether the animals have left. Dismantled houses may be reassembled in suitable habitat outside the work area, if identified in the request to CDFW. Permittee shall **document all woodrat houses** and provide details of any houses that were dismantled and any houses that were relocated, including maps of those locations, in the Annual Report (see Reporting Measure 4.2(t)(6)).
- (i) Monterey Shrew. A qualified biologist shall survey the work area and a 50-foot buffer within 14 days prior to the start of each Project activity, to identify whether Monterey shrews are present. Monterey shrew habitat including any leaf litter or detritus shall be gently raked with a hand tool (e.g., a garden rake) to uncover potential burrows, crevices, stumps, fallen logs, or other cover areas where shrews or their nests could be under the surface. Any individuals detected in the work area shall be allowed to leave the work area of their own volition. If this is not feasible, they shall be captured by a qualified biologist and relocated out of harm's way to the nearest habitat at least 100 feet from the work area where it was found. A **summary of all capture and relocation** shall be included with the Annual Report, including mapping of capture and release locations (see Reporting Measure 4.2(t)(7)).
- (j) Bats. Prior to any tree removal activity, a qualified biologist shall survey to determine if the trees provide roosting habitat for bats. All trees providing roosting habitat shall be surveyed by the qualified biologist between April and September during conditions when bats are active; surveys may include visual surveys of bats such as evening emergence surveys, inspection of suitable habitat for bat sign (guano), or use of ultrasonic detectors (i.e., Anabat). 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 within seven days of completing surveys and prior to commencing tree removal. If tree removal does not occur within 14 days following any negative survey, a qualified biologist shall repeat the survey and provide a Bat Survey Report to CDFW within seven days. If surveys confirm that bats are roosting,

or if bat presence is assumed, Permittee shall develop a **Bat Exclusion Plan** and submit it to CDFW for written approval a minimum of seven days prior to the proposed exclusion or eviction activity. The Bat Exclusion Plan shall outline how bats will be excluded or evicted from daytime roosts, outside the maternity season and when temperatures are suitable for bat flight (i.e., bats will not be in torpor). Exclusion activities shall not begin until CDFW has provided written approval. If the Bat Exclusion plan includes bat box installation to compensate for the temporal loss of roosting habitat, the descriptions must include the details of the boxes (dimensions, material, and installation location and orientation) and installation prior to the removal of the roost tree.

- (k) **Special Status Plants.** Special status plant species have the potential to occur in the work area. Within areas identified in the Second Final Environmental Impact Report for the Project as dense coyote brush scrub, disturbed/open coyote brush scrub, and coast live oak woodland (see Figure 7), Permittee shall ensure that a qualified botanist conducts appropriately timed floristic surveys within one year prior to the start of each Project activity using the CDFW 2018 *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>). **Special status plant survey reporting** shall be provided to CDFW at least seven days prior to the start of the Project activity. If special status plant species are identified, Permittee shall identify them with flagging and avoid with a 25-foot no-disturbance buffer. If avoidance is not feasible, Permittee shall consult with CDFW to determine whether alternate minimization measures for non-listed species are possible. Permittee may request a reduced buffer for non-listed plant species, but shall not encroach on the 25-foot buffer unless CDFW provides advance, written approval.

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 begin 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 the start of each Project activity: survey for nesting activity of birds of prey in all potential nesting substrates potentially used by tree-, shrub-, and ground-nesting species within the work area and a 500 foot radius within seven days prior to the start of Project activity; and survey for nesting activity of other avian species 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 and avoid nests by one of the methods below. Due to its special status designation and specific ecology, separate avian survey and

avoidance requirements are listed above for white-tailed kite (see Avoidance and Minimization Measure 2.3(g)).

- (1) Permittee shall establish the following no-disturbance buffers: If any active nests of birds of prey are observed, these nests shall be protected by a minimum 500-foot avoidance buffer, and if any nesting activity of other avian species is found, Permittee shall protect those nests with a minimum 250-foot buffer. Buffers shall be maintained until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest site for survival. CDFW may consider variances from the no-disturbance buffers on a case-by-case basis upon written request from Permittee. Or,
- (2) Permittee shall submit a site-specific **Nesting Bird Avoidance Plan** to CDFW for approval within 30 days prior to the start of work at any location where the buffers described above would not be maintained. Permittee must include the avoidance buffers necessary to avoid disturbance that could result in nest abandonment or other failure, based on site conditions, Project activities, and species present or likely to be present. Permittee must include buffer(s), that address the species, including species' sensitivity to noise, vibration, and general disturbance; current site conditions (screening vegetation, terrain, etc.); ambient levels of human activity; the various Project-related activities that will occur, and other features, in addition to behavioral monitoring before and during Project activity and any necessary actions to reduce Project disturbance to nesting birds exhibiting signs of stress based on changes in behavior. Permittee shall submit **new nest information** weekly to CDFW for each location if additional nests are found, and Permittee shall submit a complete **Nest Log** describing each nest and its outcome in the Annual Report (Reporting Measure 4.2(t)(8)).

2.5 Vegetation.

- (a) Prior to the start of Project activities, Permittee shall identify and clearly mark all trees and shrubs to be removed, to prevent accidental removal of trees and shrubs that should not otherwise be affected. The disturbance or removal of vegetation within the stream shall only occur within the flagged work areas.
- (b) Permittee shall restrict the disturbance of vegetation to the minimum amount necessary to complete the Project. Precautions shall be taken to avoid damage to vegetation outside the work area by people or equipment.
- (c) Vegetation removed from the stream shall not be stockpiled within the stream.
- (d) 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.

- (e) Permittee shall restrict the use of synthetic herbicides to the minimum amount necessary to accomplish Project activities. Permittee shall only use herbicides that are approved for aquatic use. If surfactants are required, they shall be restricted by Permittee to non-ionic chemicals that are approved for aquatic use by the California Department of Pesticide Regulation.
- (f) The application and use of herbicides shall be environmentally safe and shall be conducted in a manner consistent with directed and recommended methods. Permittee shall ensure compliance with all local, State, and federal regulations, and ensure that workers applying these chemical agents possess appropriate licenses.
- (g) Herbicide spraying shall not occur when wind speeds exceed 10 miles per hour. All sprays shall contain a dye (registered for aquatic use by the California Department of Pesticide Regulation) to identify overspray.

2.6 Vehicles and Equipment.

- (a) Vehicles and equipment shall not be operated in areas where surface water or saturated soil is present, with the exception of work conducted behind the constructed retaining walls and on improved (e.g., paved, concrete, or aggregate surface) routes.
- (b) Permittee shall inspect all vehicles, equipment, machinery, and hand tools for the presence of plant material and clean them prior to entering the work area to reduce the risk of introducing non-native, invasive species.
- (c) Permittee shall check and maintain daily any equipment or vehicles driven and/or operated in or adjacent to the work area to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (d) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream. Stationary equipment such as motors, pumps, generators, compressors and welders, located adjacent to the stream or where fluids and other materials may enter the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.
- (e) Vehicle access shall be limited to predetermined ingress and egress corridors delineated in construction plans. All other stream areas adjacent to the work area shall remain off limits to construction equipment.

2.7 Fill/Spoil.

- (a) Permittee shall use soils that are excavated and temporarily displaced to backfill excavations and limit imported fill quantity to the minimal amount necessary to accomplish Project activities. Permittee shall transport off site any excess fill material at Project completion.
- (b) Permittee shall not locate spoil storage sites where spoil will be washed into the stream, or where it will cover aquatic or riparian vegetation.
- (c) Permittee shall cover temporary spoil piles with plastic sheeting or visqueen to prevent rainy or windy conditions from eroding loose soils.
- (d) Rock, gravel, and/or other materials shall not be imported into or moved within the stream, except as otherwise addressed in this Agreement.
- (e) Material used as riprap or rock slope protection shall consist of clean, natural rock that is free of debris, concrete rubble, and other material that is deleterious to fish and wildlife.

2.8 Erosion.

- (a) No work shall be conducted during rain or within 24 hours following rainfall of $\frac{1}{4}$ inch or more in a 24-hour period. All necessary erosion control measures shall be initiated prior to all storm events. Permittee shall monitor the National Weather Service 72-hour forecast for the work area.
- (b) All disturbed soils within the work area shall be stabilized to reduce erosion potential during and following Project activities. 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, weed free 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.
- (c) Any bare or devegetated banks and other slopes created by Project activities shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three locally native grass species. One or two sterile nonnative perennial grass species may be added to the seed mix provided their amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. A **seed mixture** shall be submitted to CDFW for approval prior to application. Permittee shall complete the seeding as soon as possible, but no later than November 15 of the year a Project activity ends or as otherwise approved in writing 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.

2.9 Pollution.

- (a) Permittee shall prevent 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, from contaminating the soil and/or entering the "Waters of the State".
- (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) Permittee shall remove all Project-generated debris, excess materials, and rubbish, including organic and food waste, from the stream and from areas where such materials could be washed into the stream. Permittee shall pick up daily and properly dispose of all such debris and waste at an appropriate site. When activity is completed, Permittee shall remove any excess materials or debris 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 harmful to fish, plants, or aquatic life. 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 shall immediately cease until cleanup of the spilled material is completed. Permittee shall notify CDFW immediately of all spills.

2.10 Concrete.

- (a) Permittee shall install backup containment structures outside of any concrete forms or the applied areas to capture all wet concrete that could escape and prevent it from entering the stream outside of those structures.
- (b) No raw concrete material shall be poured if the five-day weather forecast indicates any chance of rain.
- (c) At all times when Permittee is pouring or working with wet concrete, a designated monitor must be present to inspect the containment structures.
- (d) Poured concrete shall be 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) Forms shall not be removed until after the end of the minimum curing period.
- (f) 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.

- (a) 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 structures and other constructed features are designed to accommodate and withstand high flows including bedload and related debris during and following large storm events. Permittee shall remove from the stream all structures and any associated materials not designed to withstand high seasonal flows before such flows occur.
- (b) Permittee shall provide to CDFW a ***Final Design Plan*** for the Project at least 14 days prior to the start of Project activities. The Final Design Plan must include final engineered construction details of each activity with all cut and fill amounts and specifications of all installed and constructed features for each activity. The Final Design Plan must include details of the replacement exclusion fencing for frogs. If the Final Design Plan does not also identify the final locations of temporary Project disturbances such as staging, stockpiling, and access, then Permittee shall also provide a Final Site Map (i.e., a map over an aerial photo) depicting the final locations of these Project activities.

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 Revegetation. At least 30 days prior to the start of Project activities, Permittee shall submit to CDFW a ***Vegetation Mitigation Plan*** for written approval that identifies the specific locations and details of on-site plantings to replace vegetation removed and impacted during Project activities. The Vegetation Mitigation Plan shall include mapping of the locations of all proposed plantings in the areas shown generally in Figure 6. All site preparation, planting methods, irrigation, non-native species removal, and other maintenance activities must be described. Plantings shall be installed within one year following the removal of vegetation.
- 3.2 Habitat Management Land. CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to Fish and Game Code section 1603, subdivision (a), to protect fish and wildlife resources by mitigating Project-related permanent impacts to the stream and the habitats for fish and wildlife that they support, that will result with implementation of the Project. This determination is based on factors including an assessment of the function and value of the habitat in the Project area, the extent to which the Project will impact the stream and associated habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation.

To meet this requirement, Permittee shall provide for permanent protection and management of 36.08 acres of on-site Habitat Management (HM) lands consisting of the area of Parcels H and I (see Figure 2), pursuant to Compensatory Measure 3.2(a) below. Permanent protection and Funding Documentation or endowment deposit (see below) for perpetual management of HM lands must be complete before starting any Project activity. The HM lands exclude an area identified in Parcel H for the construction and operation of a future well that is not authorized by this Agreement.

- (a) Habitat Management Lands Acquisition and Protection. To provide for the permanent protection and perpetual management of the HM lands, Permittee shall:

- (1) Fee Title. Transfer fee title of the HM lands to a CDFW approved entity such as the Monterey Peninsula Regional Parks District (MPRPD), as proposed by Permittee. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.

- (2) Conservation Easement. CDFW shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. CDFW shall be expressly named in the conservation easement as a third-party beneficiary. Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement. The conservation easement recorded on the HM lands will accommodate habitat and/or floodplain restoration projects/activities as allowable uses. The conservation easement will also accommodate passive recreation, including establishment and maintenance of a hiking trail and existing bridge, as allowable uses. The recreational and hiking trail contemplated on the HM lands is shown on the final map for the Rancho Canada Village Project approved by Monterey County. The conservation easement will also contemplate an existing water line easement, access/utility easement, and sewer easement (collectively, infrastructure easements) all of which are appurtenant to the Project. The details of the infrastructure easements, including specific footprints, will be addressed/authorized in the conservation easement and associated exhibits as opposed to through this Agreement.
- (3) HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All **documents conveying the HM lands and all conditions of title** are subject to the approval of CDFW.
- (4) Land Manager. The MPRPD is proposed as the interim and long-term land manager by Permittee following the transfer of fee title of the HM lands to MPRPD. If MPRPD will not be the interim and long-term land manager, Permittee shall designate both an interim and long-term alternative land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.

- (5) Interim Management (Initial and Capital). Interim management of the HM lands shall be conducted by MPRPD. Interim management of HM lands shall be consistent with the conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition. Interim management period activities are defined as fence repair (where applicable), continuing trash removal, site monitoring, and vegetation and invasive species (as applicable) management, which are activities associated with the management and operation of the remainder of MPRPD's Palo Corona Regional Park funded through MPRPD's normal operating budget.
- (b) Funding Documentation. Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this Agreement and consistent with the conservation easement approved by CDFW. If MPRPD accepts title to Parcels H and I, it will perpetually manage the HM lands consistent with the conservation easement and MPRPD's usual and customary land management and operations at the Palo Corona Regional Park, which is funded through MPRPD's normal operating budget. Long-term management activities shall include trash removal, site monitoring, and vegetation management. Permittee shall provide written documentation to CDFW from MPRPD confirming its agreement to perpetually manage the HM lands (***Funding Documentation***) before Permittee commences any Project activity.
- (c) Endowment Fund. This Section shall apply in the event that MPRPD is unwilling or unable to provide the Funding Documentation. In that event, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this Agreement and conservation easement. Endowment as used in this Agreement shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager manages and monitors the HM lands. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this Agreement and the conservation easement. Such activities shall be funded through the Endowment.

- (1) Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be an entity qualified pursuant to Government Code sections 65965-65968, as amended.

Permittee shall submit to CDFW a **written proposal** that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e).

- (2) Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. Permittee shall submit to CDFW for review and written approval the **results of the endowment assessment** before transferring funds to the Endowment Manager.

- (i) Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.

- (ii) Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

- 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.
- Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

- Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.
- (3) Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.
- (4) Management of the Endowment. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local stream habitats but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.

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 activity 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 completion (Administrative Measure 1.9).
- (c) A Pre-Activity Survey Report, submitted to CDFW within seven days of completing surveys for each Project activity (Avoidance and Minimization Measure 2.3(a)).
- (d) Crotch's bumble bee survey reporting, submitted to CDFW prior to the start of each Project activity (Avoidance and Minimization Measure 2.3(c)).
- (e) California red-legged frog survey reporting, submitted to CDFW within seven days of completing surveys for each Project activity (Avoidance and Minimization Measure 2.3(d)).
- (f) White-tailed kite survey reporting, if a Project activity will start during the nesting season, submitted to CDFW within seven days of completing each survey (Avoidance and Minimization Measure 2.3(g)).
- (g) Written requests to reduce Monterey dusky-footed woodrat house no-disturbance buffers or to dismantle houses, if avoidance buffers are not feasible, submitted to CDFW for written approval prior to reducing buffers or dismantling houses (Avoidance and Minimization Measure 2.3(h)).
- (h) A Bat Survey Report, submitted to CDFW within seven days following surveys of any suitable roost trees, and a Bat Exclusion Plan if bats are present, submitted to CDFW for written approval at least seven days prior to the exclusion or eviction activity (Avoidance and Minimization Measure 2.3(j)).
- (i) Special status plant survey reporting, submitted to CDFW at least seven days prior to the start of each Project activity in potential habitat (Avoidance and Minimization Measure 2.3(k)).
- (j) Reporting of surveys for nesting birds, if a Project activity will begin during the avian nesting season, submitted to CDFW within seven days of completing each survey (Avoidance and Minimization Measure 2.4(b)).

- (k) Nesting Bird Avoidance Plan, submitted to CDFW at least 30 days prior to the start of Project activity where standard nesting bird no-disturbance buffers will not be used, and new nest information, submitted to CDFW weekly for nests that are found (Avoidance and Minimization Measure 2.4(b)(2)).
- (l) A seed mixture, submitted to CDFW for written approval prior to application (Avoidance and Minimization Measure 2.8(c)).
- (m) A Spill Response Plan, submitted to CDFW for written approval at least 14 days prior to the start of Project activity (Avoidance and Minimization Measure 2.9(d)).
- (n) A Final Design Plan, submitted to CDFW at last 30 days prior to the start Project activity (Avoidance and Minimization Measure 2.11(b)).
- (o) A Vegetation Mitigation Plan, submitted to CDFW at least 30 days prior to the start of Project activity (Compensatory Measure 3.1).
- (p) Documents for conveying HM lands and all conditions of title, submitted to CDFW for approval before starting any Project activity (Compensatory Measure 3.2(a)(3)).
- (q) Funding Documentation, if MPRPD will fund perpetual management of HM lands, submitted to CDFW before starting any Project activity (Compensatory Measure 3.2(b)).
- (r) If the Funding Documentation is not provided, a written proposal of the Endowment Manager, if an Endowment will be provided, submitted to CDFW for written approval before starting any Project activity (Compensatory Measure 3.2(c)(1)).
- (s) If the Funding Documentation is not provided, results of the endowment assessment, if an Endowment will be provided, submitted to CDFW for written approval before starting any Project activity (Compensatory Measure 3.2(c)(2)).
- (t) An Annual Report to be submitted by January 31 each year, that includes the following:
 - (1) A summary of Project implementation during the prior calendar year, including dates and relevant times of activities.
 - (2) A discussion of how the Protective Measure of this Agreement were followed before and during Project activities.
 - (3) Copies of reports of special status species to CNDDDB (Avoidance and Minimization Measure 2.3(b)).

- (4) A summary and mapping of capture and relocation of coast range newt, two-striped garter snake, and adult southwestern pond turtle, and detections of southwestern pond turtle nests (Avoidance and Minimization Measure 2.3(e)).
- (5) A summary and mapping of capture and relocation of northern California legless lizard and coast horned lizard (Avoidance and Minimization Measure 2.3(f))
- (6) Documentation of Monterey dusky-footed woodrat houses (Avoidance and Minimization Measure 2.3(h)).
- (7) A summary and mapping of capture and relocation of Monterey shrew (Avoidance and Minimization Measure 2.3(i)).
- (8) A Nest Log, if a Nesting Bird Avoidance Plan is approved, describing each nest and its outcome (Avoidance and Minimization Measure 2.4(b)(2)).
- (9) Before, during, and after photo documentation of work areas taken from consistent photo points.
- (10) If no work was completed during the calendar year, the Annual Report shall specify that status.

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:

Alan Williams
Rancho Canada Venture LLC
40 Tehama
Carmel, California 93923
EPIMS-MON-43221-R4
Phone: (831) 595-1081
rawilliams@carmeldevelopment.com

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 – Tal Starostinetsky-Malonek
EPIMS-MON-43221-R4
Phone: (559) 939-0266
Tal.Starostinetsky-Malonek@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.

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 this 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 this Agreement.

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 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 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 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 this Agreement, provided the request is made prior to the expiration of this 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 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 Second Final Environmental Impact Report for the Rancho Cañada Village Project, prepared by Monterey County Housing and Community Development as the Lead Agency and approved on July 27, 2021 (State Clearinghouse

No. 2006081150). A copy of the Second Final Environmental Impact Report 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

Figure 3. Site 1 West Retaining Wall and Stormwater Chamber, Site 5 Details

Figure 4. Fencing Plan Map

Figure 5. Trail Repair Site 6

Figure 6. Mitigation Planting Locations Site 7

Figure 7. Project Site Habitat 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

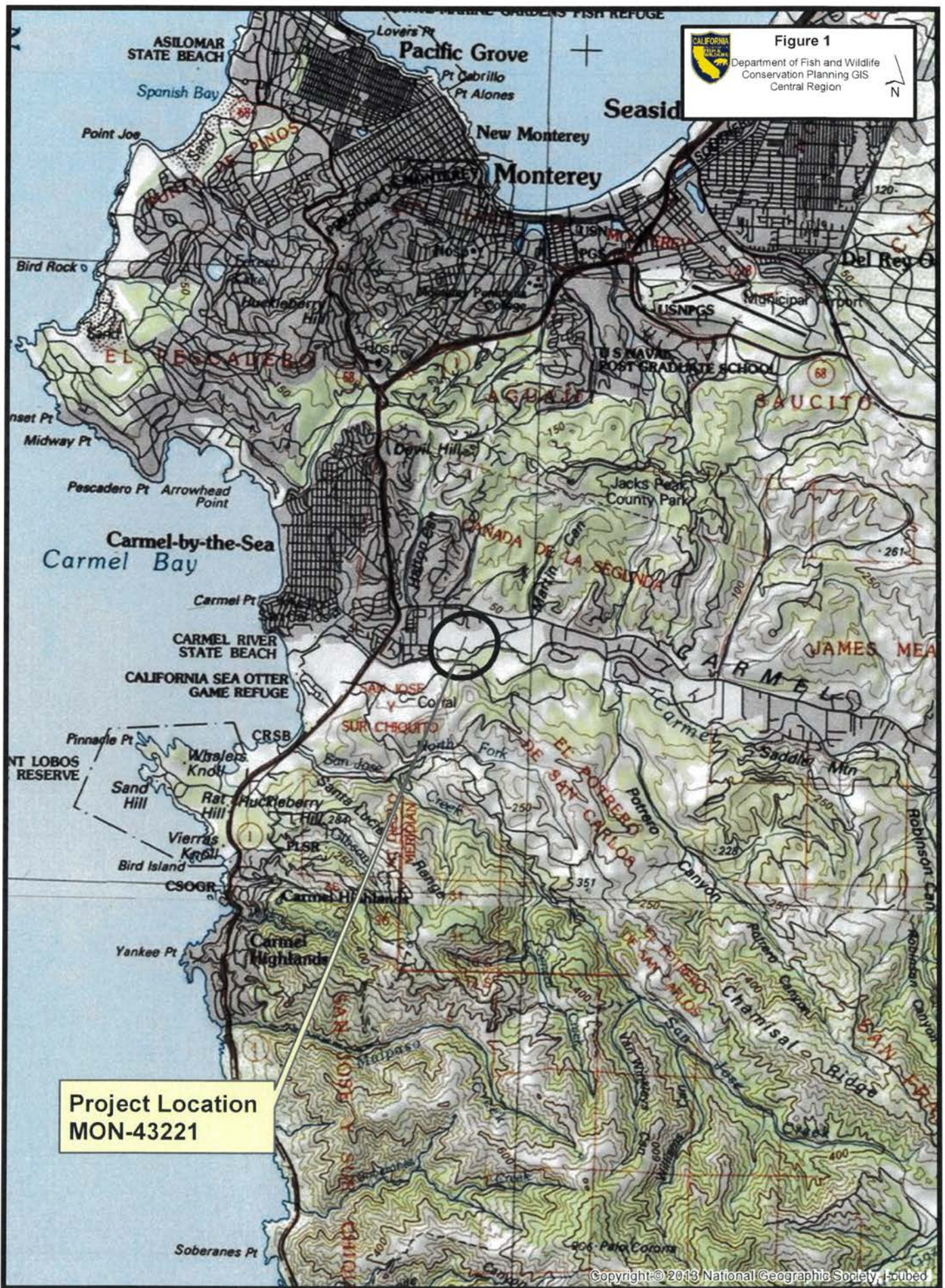


Figure 1
 Department of Fish and Wildlife
 Conservation Planning GIS
 Central Region

Project Location
MON-43221

Figure 2

Location of fill: blue shaded area north of the green and red dashed lines, encircled with orange dashed line
 Parcels H and I are encircled by the green dashed line
 Black circles are general locations of Sites 2, 3, 4, 5, and 6

Total = 18.82ac

TOTAL = 18.82ac

CARMEL RIVER - 2,320LF

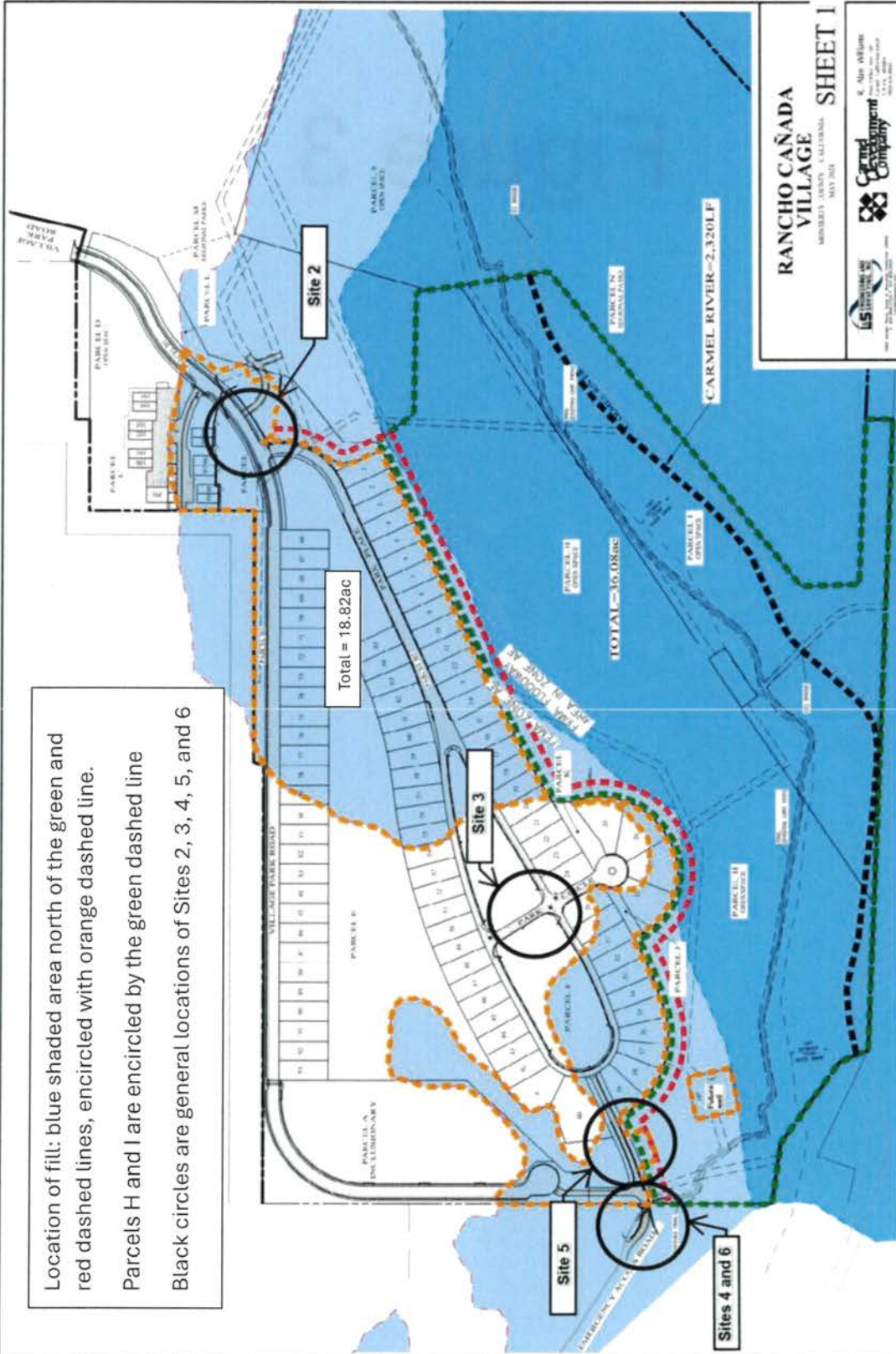
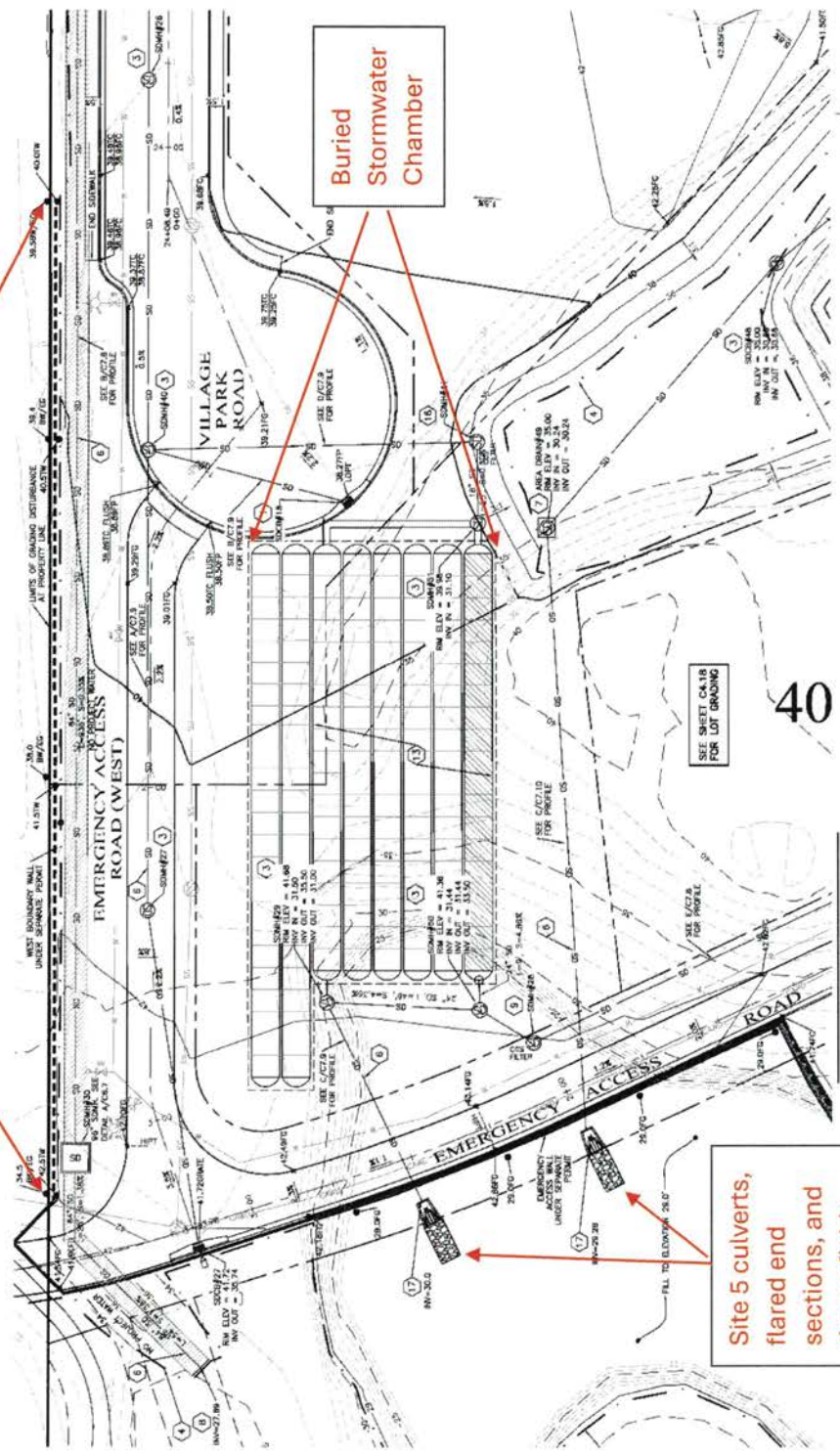


Figure 3

West Boundary Retaining Wall

Buried Stormwater Chamber

Site 5 culverts, flared end sections, and rip rap fields



SEE A/C4.9

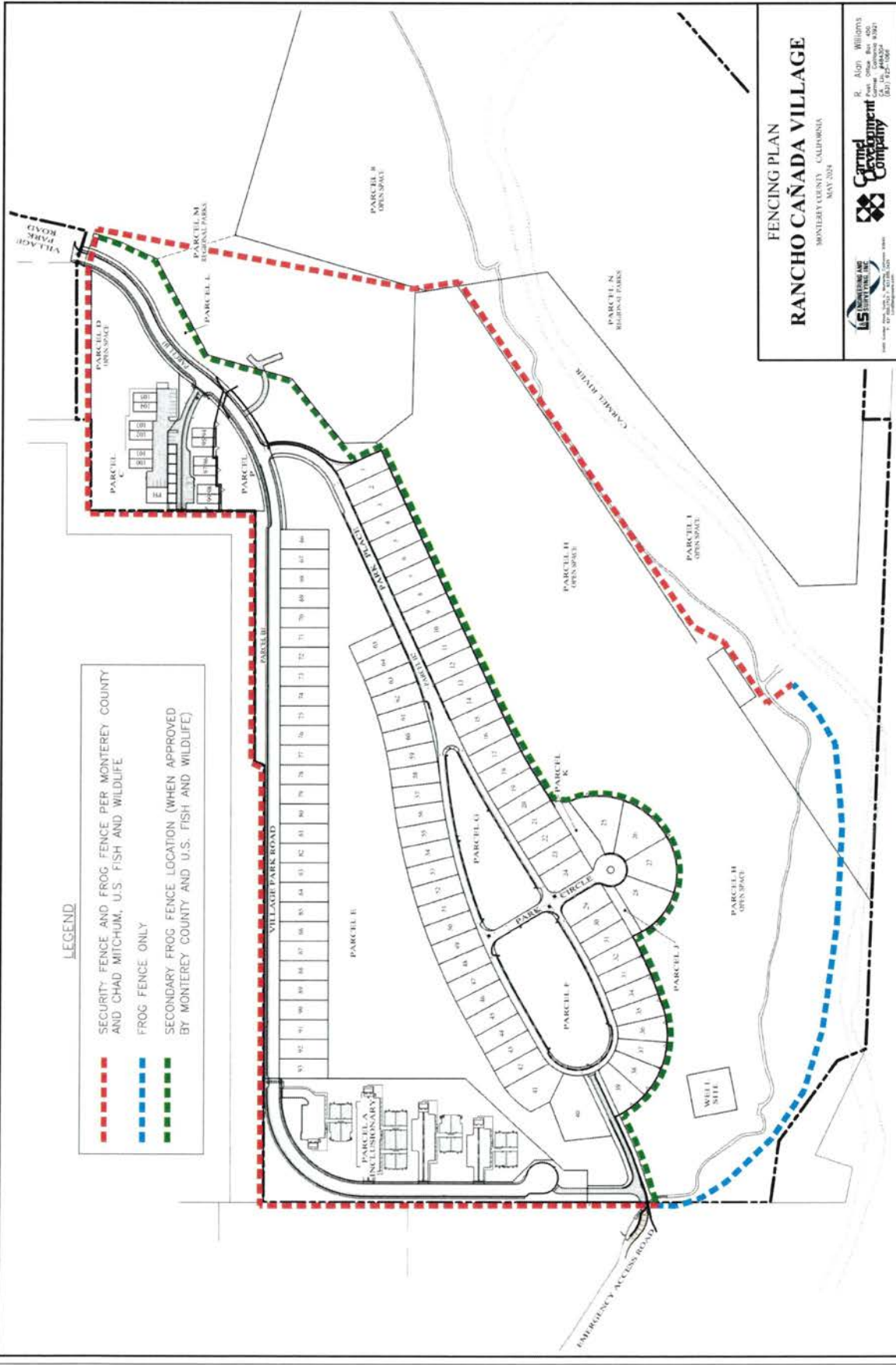
PLAN - VILLAGE PARK ROAD STA: 24+00 TO END &
EMERGENCY ACCESS ROAD (WEST) STA: 0+00 TO END

C4.14
SCALE: 1"=50'

Figure 4

LEGEND

- SECURITY FENCE AND FROG FENCE PER MONTEREY COUNTY AND CHAD MITCHUM, U.S. FISH AND WILDLIFE
- FROG FENCE ONLY
- SECONDARY FROG FENCE LOCATION (WHEN APPROVED BY MONTEREY COUNTY AND U.S. FISH AND WILDLIFE)



FENCING PLAN RANCHO CAÑADA VILLAGE

MONTEREY COUNTY, CALIFORNIA
MAY 2024




R. Alan Williams
 Professional Engineer
 License No. 44547
 State of California
 (S) 125-1006

Figure 5

EMERGENCY
ACCESS ROAD

PARCEL
B2

EXISTING CONCRETE TRAIL SECTION
TO BE REMOVED = 376SF
BACKHOE AND DUMP TRUCK TO
DEMOLISH AND HAUL DEBRIS TO
LANDFILL.

REPLANT AREA = 204SF
ALL EXPOSED AREA TO BE
HYDROSEEDED WITH
APPROVED MIXTURE.

NEW CONCRETE TRAIL = 260SF
4" CONCRETE WITH REBAR OVER
4" AGGREGATE BASE. POUR IN PLACE.

PARCEL
H



RANCHO CANADA VILLAGE
TRAIL REPAIR AT WESTERLY BOUNDARY

DRAWN BY: PJM
DESIGNED BY: N/A
DATE: 6/14/24
SCALE: 1" = 10'
JOB NUMBER: 16-051
LAST REVISED:
REVISED BY:

L&S ENGINEERING AND
SURVEYING, INC.
2450 Garden Road, Suite G, Monterey, California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

Figure 6



Red dots are
locations of trees
to be removed: 22
inside fill area.

Tree Planting
(south) area

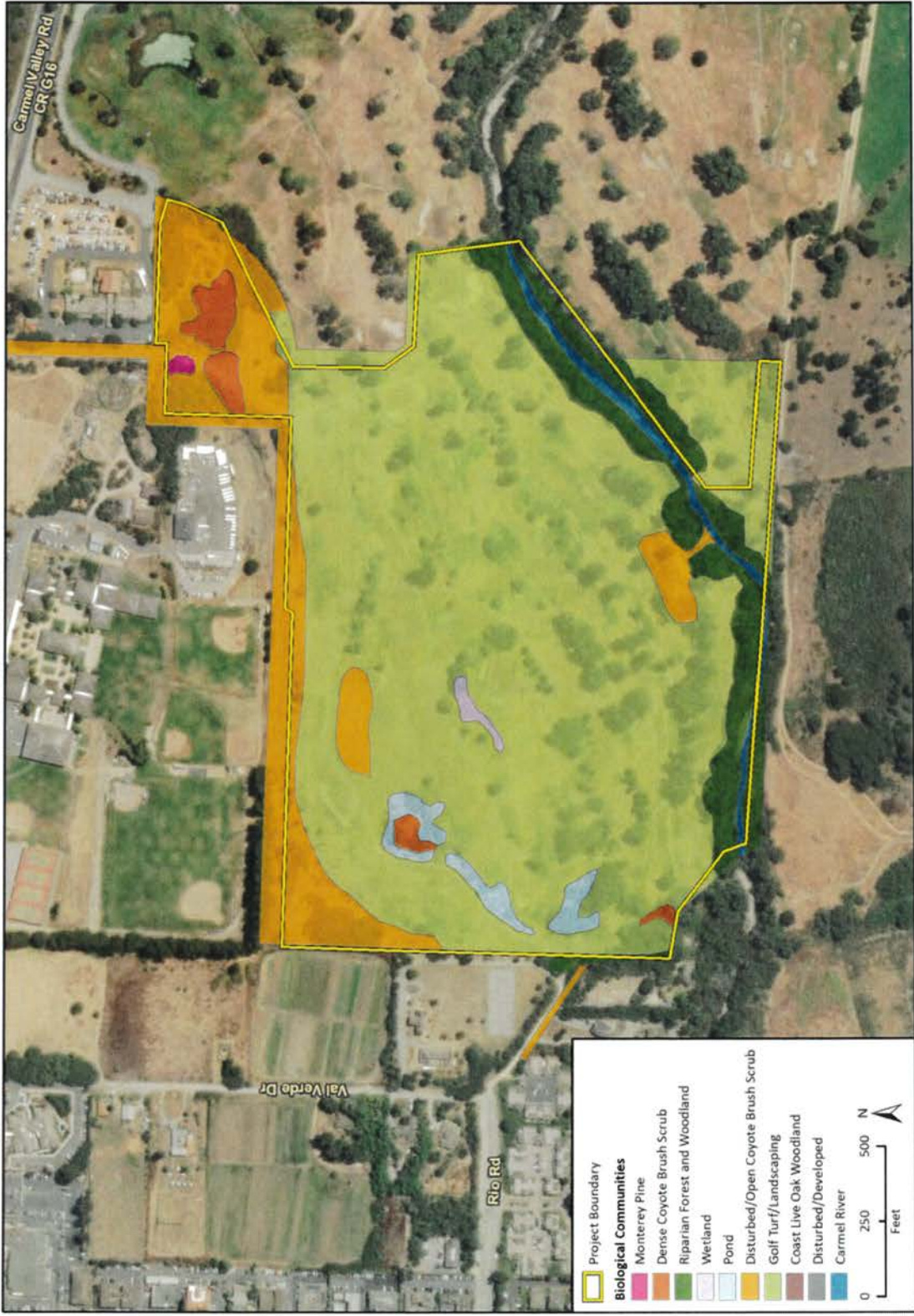
Tree Planting
(north) area

EXHIBIT A
TREE REMOVAL AND REPLACEMENT
RANCHO CAÑADA VILLAGE
MONTEREY COUNTY CALIFORNIA
JANUARY 2024

Figure 7

1 **Figure 3.3-1 Biological Resources and Communities in the Project Area**



Imagery provided by Microsoft Bing and its licensors © 2020.
Biological data source: Rancho Cañada Village Project EIR (2016) by ICF for Monterey County.

2

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