

When Recorded, Return To:

Monterey County Resource Management Agency
Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas CA 93901

Space above for Recorder's Use

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement ("Agreement") is entered into by and between the County of Monterey ("County") and California-American Water Company ("CAWC"). County and CAWC may be collectively referred to herein as "Parties" and individually as a "Party." This Agreement is entered into with reference to the following:

RECITALS

- A. After four public hearings were held on CAWC's Application Number PLN110373 for the Carmel River Reroute and San Clemente Dam Removal Project ("Project"), the Monterey County Planning Commission ("Planning Commission"), based on findings, evidence and subject to conditions, approved the Project including a Combined Development Permit ("Permit") as set forth in Resolution No.13-017 adopted on May 8, 2013 ("Resolution"). The Resolution is on file in the Resource Management Agency – Planning Department.
- B. The Permit conditions include Condition Nos. 18, 20, 37, and 38, which relate to traffic and circulation, all of which are included in the Condition of Approval Implementation Plan/Mitigation Monitoring Reporting Plan adopted by the Planning Commission ("MMRP"). The MMRP is attached hereto as Exhibit A and incorporated herein by this reference.
- C. Permit Condition No. 18, PWSP002 – Construction Management Plan (Non-Standard) ("Condition 18"), requires in part that CAWC and its contractor include as part of their Construction Management Plan ("CMP") the preparation and submittal of a "road condition survey" ("Road Survey") to the County Planning Department ("Planning") for review and approval ("CMP Measure 5").
- D. Permit Condition No. 20, PWSP003 - Road Maintenance Agreement (Non-Standard) ("Condition 20"), requires CAWC to enter into a Road Maintenance Agreement with the County, and to submit a "Road Surface Evaluation" prepared by a licensed civil engineer ("Road Evaluation") to the County Public Works Department ("Public Works" or "Department") for review and approval.
- E. Permit Condition No. 37, MMRP015 – Traffic and Circulation ("Condition 37"), requires in part that CAWC pay "traffic impact fees" ("TIF") to the County.
- F. Permit Condition No. 38, MMRP015 – Traffic and Circulation ("Condition 38"), requires CAWC to

restore affected public roads to pre-project condition immediately after construction is complete.

- G.** CAWC submitted a Road Surface Evaluation report dated June 25, 2013 ("Report") and supporting memoranda to the County to satisfy the Road Evaluation requirement of Condition 20 as well as the CMP Measure 5 Road Survey submittal requirement. The Report was reviewed and approved by Planning and Public Works. After thoroughly considering the final environmental review documents for the Project, including the Final EIR/EIS and Final SEIR ("Environmental Documents"), the Report, and County's official records relating to construction and maintenance of the road system, as well as the best interests of the traveling public, Public Works concluded that the mitigation required to satisfy Conditions 20, 37 (the payment of the TIF required by Condition 37), and 38 should be primarily focused on certain improvements to the Carmel Valley Road segment from Ford Road to the entrance to the Project site (E. Carmel Valley Road and the Tularcitos High Road) ("Project Access").
- H.** The Parties intend that CAWC's substantial conformance to the terms and conditions of this Agreement shall satisfy and fulfill the requirements of Conditions 20, 37 (the payment of the TIF required by Condition 37), and 38 as described above.

NOW, THEREFORE, in consideration of the above Recitals, which are true and correct and incorporated herein by this reference, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties mutually covenant and agree as follows:

AGREEMENT

1.0 HAULING ROUTE IMPROVEMENTS

1.1 Hauling Route Defined. The Parties agree that the term "entire hauling route" set forth in Condition No. 20 means Carmel Valley Road from Highway 1 to the Project Access ("Hauling Route"), and that the "Ford Road Segment" as used herein shall mean the segment of the Hauling Route from Ford Road to the Project Access.

1.2 Improvements to Hauling Route. Between August 1, 2014, and October 1, 2014, CAWC or its contractor(s) shall perform the following work on the Ford Road Segment (unless a different scope of work is agreed to by the Parties): (a) grind failed pavement areas to a minimum depth of 3" and pave back with hot mix asphalt ("HMA") to match adjacent surfaces (prior to performing the work, the Parties shall agree on the failed pavement areas to be repaired based on the recommendations of a third party professional engineer mutually selected by the Parties who is experienced in the field of pavement engineering); (b) overlay the Ford Road Segment with 3" of $\frac{3}{4}$ " HMA along with fiberglass mesh pavement fabric; (c) place shoulder backing as needed and provide thermoplastic striping and marking; and (d) install raised pavement markers to match existing markers, all in accordance with Caltrans Standard Specifications ("Ford Road Segment Improvements").

1.3 Fulfillment of Obligation. Prior to commencing work on the Ford Road Segment Improvements, CAWC or its contractor(s) shall submit a work plan stamped by a registered civil engineer to the County Public Works Director for approval and receive authorization to proceed (which

approval and authorization shall not be unreasonably withheld, conditioned, or delayed). CAWC's obligation under this Section 1.2 shall be fulfilled when the work on the Ford Road Segment Improvements is completed and accepted by the County (which acceptance shall not be unreasonably withheld, conditioned, or delayed). CAWC shall not be required to perform any other improvements to the Hauling Route or to any other road segments described in the Environmental Documents.

2.0 MAINTENANCE OF HAULING ROUTE

2.1 Maintenance Defined. For the purposes of this Agreement, "Maintenance" means: (1) the preservation and keeping of the roadway, including (but not limited to) signs and safety devices, in a safe and usable condition; and (2) special or emergency repair to the roadway necessitated by accidents, storms or other weather conditions, slides, settlements or by other unusual or unexpected damage. Maintenance includes preventive and corrective measures such as restoration and repair of both surface and underlying layers, repairs to cracking and potholes, and refurbishment of pavement delineation and markings and highway signs. Maintenance does not include reconstruction or other improvement above and beyond the condition to which the roadway was constructed.

2.2 Maintenance Responsibility. CAWC shall be required to perform Maintenance to the Hauling Route if during the Project's active construction season, which is between April 1 and November 1, CAWC's contractor(s) is/are the cause of material damage to the Hauling Route. For the purposes of this Section 2.2, "material damage" means, and is limited to, destruction of: (a) highway signs (such as warning, regulatory, and guide signs); (b) safety devices (such as guardrail and roadside delineator posts); (c) retaining walls; (d) culverts and other drainage features; (e) bridges; and (f) or damage to a pavement section.

2.2.1 Time for Performance. Any Maintenance required to be performed by CAWC pursuant to Section 2.2 shall be performed annually and/or after each Project phase as needed, unless in the reasonable judgment of the County Public Works Director or CAWC such Maintenance must be performed at an earlier time in order to protect the safety of the public.

2.2.2 Process for Performance.

2.2.2.1 Non-Emergency Maintenance. During the third quarter of 2014, the Department shall provide CAWC with a written list of any and all Maintenance required to be performed pursuant to Section 2.2. If CAWC disputes any item on that list, the dispute shall be resolved in accordance with Section 4 below. CAWC shall cause any non-disputed items to be repaired within a commercially reasonable time. This process shall be followed for each consecutive calendar year during which construction of the Project is taking place.

2.2.2.2 Emergency Maintenance. The Department shall immediately provide CAWC with a written list of any and all Maintenance required to be performed on an expedited basis pursuant to Section 2.2.1. If CAWC disputes any item on that list, the dispute shall be resolved in accordance with Section 4 below, provided that prior to any resolution of such dispute either Party may choose to perform the Maintenance while reserving any rights it may have to reimbursement from the other Party. CAWC shall cause any non-disputed items to be performed on an expedited basis.

2.3 Maintaining Traffic. In fulfilling its obligations under this Agreement, CAWC or its contractor(s) shall maintain traffic in accordance with Caltrans Standard Specifications Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12-4, "Maintaining Traffic."

3.0 COMPLETE SATISFACTION

County agrees that CAWC's substantial conformance to the terms and conditions of this Agreement shall fulfill the requirements of Conditions 20 and 38 as well as the TIF requirement of Condition 37 and shall constitute complete satisfaction thereof. County further agrees that CAWC has fulfilled and satisfied the CMP Measure 5 requirement to submit and receive approval of a Road Survey as well as the Condition 20 requirement to submit and receive approval of a Road Evaluation.

4.0 DISPUTE RESOLUTION

4.1 Informal Dispute Resolution. The Parties desire to avoid the cost and delay of litigation whenever possible and to that end, the Parties agree that if any dispute arises relating to or in any way connected with this Agreement, then the Party that believes a dispute has arisen shall give written notice to the other Party of such dispute. Within thirty (30) days after the giving of such notice, the Parties shall attempt to resolve the dispute by informal discussions between themselves. The Parties may use the services of a mediator, if the Parties, by mutual agreement, agree that such a mediator would facilitate the resolution of the dispute. If the dispute is not resolved by informal discussion or mediation within said thirty (30) day period (or such longer period as the Parties may agree to in writing), then the Parties may by mutual agreement, agree to submit the dispute to non-binding arbitration for resolution. The Party seeking arbitration shall deliver to the other Party written notice of its request to have the dispute submitted to non-binding arbitration.

4.2 Selection of Arbitrator. The parties shall use best efforts to mutually agree on an arbitrator to hear the dispute. If the Parties cannot agree on an arbitrator within twenty (20) calendar days after delivery of the notice referred to in Section 4.1, then the arbitrator shall be selected by the then presiding judge of the Superior Court in and for the County of Monterey upon written application of either Party. The Party seeking the appointment of an arbitrator shall give fifteen (15) days written notice of such application to the other Party. Either Party shall be entitled to nominate potential arbitrators to the presiding judge and shall serve a written statement concerning such nominee's qualifications. The presiding judge shall select the arbitrator without any oral or written argument (unless the presiding judge otherwise directs) within thirty (30) days after submission of the request for selection to the presiding judge. If the presiding judge of the Superior Court of Monterey County is unable or unwilling to select the arbitrator as provided in this Section, then a neutral arbitrator shall be selected pursuant to the provisions of California Code of Civil Procedure ("CCP") section 1281.6.

4.3 Conduct of the Arbitration. The Parties waive the right to conduct any pre-arbitration discovery, except that each Party shall be entitled to take two (2) depositions. The depositions shall be conducted as provided in CCP section 1283. Additional depositions may be taken with leave of the arbitrator. The Parties shall exchange copies of all written documents that will be introduced as evidence at the arbitration; and to exchange a list of all witnesses to be called at the arbitration and a complete summary of the testimony of each such witness. Such exchange shall be complete twenty (20) calendar days prior to the commencement of any arbitration hearing or such other time frame as the arbitrator

directs. Failure to comply with this provision shall preclude the party from introducing such written document or oral testimony at the arbitration hearing. The arbitration shall commence on a date mutually agreeable to the Parties, which in no event shall be more than sixty (60) days from the selection of the arbitrator. The arbitration shall be conducted at such place or places designated by the arbitrator. Except as otherwise set forth in this Agreement, the arbitration shall be conducted in accordance with the provisions of the Arbitration Act set forth in CCP section 1280 et seq.

5.0 INDEMNIFICATION

CAWC shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CAWC's performance of this Agreement, unless such claims, liabilities, or losses arise out of the active or sole negligence or willful misconduct of the County. "CAWC's performance" includes CAWC's action or inaction and the action or inaction of CAWC's officers, employees, agents and subcontractors.

6.0 INSURANCE

6.1 Evidence of Coverage. Prior to execution of this Agreement by the County, CAWC shall provide a "Certificate of Insurance" demonstrating that coverage as required herein has been obtained. Individual endorsements issued by the insurance carrier shall accompany the certificate. Upon County's written request, CAWC will provide to the County a redacted copy of the Commercial General Liability declaration page as well as a schedule of the policy endorsements. In addition CAWC upon written request by the County shall make a certified copy of the portion of the policy or policies applicable to CAWC's coverage available for in person review by a County representative for a reasonable time period to be agreed upon by the Parties. Any such review of the policy shall be by or at the direction of the County Counsel.

This certificate of coverage shall be sent to the County's Contracts/Purchasing Department and to Risk Management at 168 W Alisal Street, 3rd Floor, Salinas, CA 93901, unless CAWC is otherwise directed by County in writing. CAWC shall not receive authorization to proceed under Section 1.2 of this Agreement until it has obtained all insurance required and such insurance has been approved by the County (which approval shall not be unreasonably withheld or delayed). This approval of insurance shall neither relieve nor decrease the liability of CAWC.

6.2 Qualifying Insurers. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager (which approval shall not be unreasonably withheld or delayed).

6.3 Insurance Coverage Requirements. Without limiting CAWC's duty to indemnify, CAWC shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

6.3.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

6.3.3 Workers' Compensation Insurance, if CAWC employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

6.3.4 If required for the professional services being provided by a CAWC contractor or consultant (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), CAWC shall require that contractor or consultant to obtain and keep in force professional liability insurance in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CAWC shall require that contractor or consultant to, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County (which acceptance shall not be unreasonably withheld or delayed) and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CAWC completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended nonrenewal thereof. Each policy shall provide coverage for CAWC and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of CAWC's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CAWC's insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or equivalent.** The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99 or equivalent.**

CAWC shall provide a new or amended certificate of insurance to the County's Contracts/Purchasing Division and to Risk Management at 168 W Alisal Street, 3rd Floor, Salinas, CA 93901 within ten calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CAWC shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contracts/Purchasing Division and to Risk Management at 168 W Alisal Street, 3rd Floor, Salinas, CA 93901. If the certificate is not received by the expiration date, County shall notify CAWC and CAWC shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CAWC to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

7.0 MISCELLANEOUS

7.1 Governing Law. The validity, interpretation, effect, legal requirements and legal consequences of this Agreement, or arising out of or in connection with the subject matter thereof, shall be determined in accordance with, and governed by the laws of the State of California.

7.2 Waivers; Modification. No waiver, amendment or modification of any term, provision, condition, covenant or agreement herein contained shall be effective unless set forth in writing, signed by all of the Parties hereto, which specifically sets forth such waiver, amendment or modification and such waiver, amendment or modification shall be effective only to the extent set forth in such writing.

7.3 Non-Waiver. Inaction or acquiescence by a non-breaching Party in connection with any breach of any term, provision, condition, covenant or agreement herein contained, or in connection with any default or event of default hereunder shall not constitute a waiver of such breach, default or event of default and such non-breaching Party may, at any time thereafter, exercise all rights herein or at law conferred on account thereof.

7.4 Complete Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all agreements, representations, warranties, statements, promises, inducements and understandings, whether oral or written, with respect to the fulfillment or satisfaction of the Conditions described in Article 3.0, and no Party hereto shall be bound by or charged with any representations not specifically set forth in this Agreement. Each Party hereby warrants and agrees that they have not relied upon any representations not specifically set forth herein as an inducement or as a material motivation

for entering into this Agreement.

7.5 Severability. If any provision of this Agreement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

7.6 Number and Gender. Words in the singular shall include the plural, and words in a particular gender shall include either or both genders, when the context in which such words are used indicates that such is the intent.

7.7 Successors and Assigns. Subject to Section 7.12, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties.

7.8 Headings. The Article and Section headings used in this Agreement are for convenience only, and the Parties hereto agree that such headings are not to be construed to define, limit, or extend the scope, intent or meaning of any part of this Agreement.

7.9 Venue. In case an action is brought to enforce or interpret any provision hereof, venue for such action shall be the Superior Court of the State of California, Monterey County and nowhere else.

7.10 Notice.

7.10.1 Whenever, under the terms of this Agreement, it becomes necessary, appropriate, or desirable for a Party to give notice to the other Party, said notice shall be in writing and shall be personally delivered or given or mailed by commercial overnight courier service or by registered or certified United States mail return receipt requested, with first-class postage prepaid, addressed as follows:

To CAWC:

J. Aman Gonzales
California American Water
511 Forest Lodge Road, Suite 100
Pacific Grove, CA 93950

To County:

Public Works Director
Monterey County Public Works Department
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

With copies to:

County Counsel
Office of the County Counsel
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

7.17 Conflicts. In the event of any conflict between this Agreement and Exhibit A, this Agreement shall be controlling.


7.18 Effective Date. This Agreement shall be effective as of the date it has been signed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set out opposite their respective signatures.


COUNTY OF MONTEREY

**CALIFORNIA-AMERICAN
WATER COMPANY**

BY _____
DATE

BY 
RICHARD SVINDLAND
VICE PRESIDENT,
ENGINEERING
6/11/14
DATE

APPROVED AS TO FORM

BY 
DEPUTY COUNTY COUNSEL
DATE 6-16-14
Cynthia L. Hasson

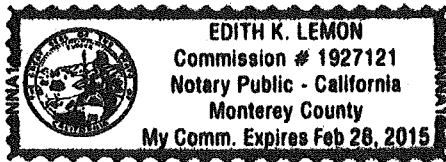
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MONTEREY

On 6/11/2014 before me, EDITH K. LEMON
Date Here Insert Name and Title of the Officer

personally appeared RICHARD C. SVINDUANO
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature: Edith K. Lemon
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ROAD MAINTENANCE AGREEMENT

Document Date: 6/11/2014 Number of Pages: 10

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT A
MONTEREY COUNTY PLANNING DEPARTMENT
Condition of Approval Implementation Plan / Mitigation
Monitoring Reporting Plan
(MMRP)

Monterey County Planning Department
Condition of Approval Implementation Plan/Mitigation
Monitoring Reporting Plan

PLN110373

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. The terms "Applicant" and "Owner" in the conditions of this permit refer to California American Water (CAW). Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of the RMA - Planning Department. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate Responsibility to ensure that conditions and mitigation measures are properly fulfilled. (RMA - Planning Department)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state "A Combined Development Permit (Resolution Number 13-017) was approved by the Planning Commission for Assessor's Parcel Numbers 417-051-004-000; 417-051-005-000; 417-051-001-000; 417-251-002-000-M on May 8, 2013. The permit was granted subject to 39 conditions of approval which run with the land. A copy of the permit is on file with the Monterey County RMA - Planning Department." Proof of recordation of this notice shall be furnished to the Director of the RMA - Planning Department prior to issuance of building permits or commencement of the use.
(RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits or commencement of use, the Owner/Applicant shall provide proof of recordation of this notice to the RMA - Planning Department.

3. PD004 - INDEMNIFICATION AGREEMENT

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measures: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless.
(RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Director of RMA-Planning Department for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the RMA-Planning Department.

4. PD003(B) - CULTURAL RESOURCES POSITIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: If archaeological resources or human remains are accidentally discovered during construction, the following steps will be taken:

There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required.

If the coroner determines the remains to be Native American:

- The coroner shall contact the Native American Heritage Commission and the RMA - Planning Department within 24 hours.

- The Native American Heritage Commission shall identify the person or persons from a recognized local tribe of the Esselen, Salinan, Costanoans/Ohlone and Chumash tribal groups, as appropriate, to be the most likely descendant.

- The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.9 and 5097.993, Or

Where the following conditions occur, the landowner or his authorized representatives shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:

1. The Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 24 hours after being notified by the commission.

2. The descendant identified fails to make a recommendation; or

3. The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

(RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits or approval of Subdivision Improvement Plans, whichever occurs first, the Owner/Applicant, per the archaeologist, shall submit the contract with a Registered Professional Archaeologist to the Director of the RMA-Planning Department for approval.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans, on the Subdivision Improvement Plans, in the CC&Rs, and shall be included as a note on an additional sheet of the final/parcel map.

5. PD006 - MITIGATION MONITORING

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The Owner/Applicant shall enter into an agreement with the County to implement a Mitigation Monitoring and/or Reporting Plan in accordance with Section 21081.6 of the California Public Resources Code and Section 15097 of Title 14 Chapter 3 of the California Code of Regulations. The applicant shall reimburse the County of Monterey for fees associated with condition compliance and mitigation monitoring at the Resource Management Agency Planning Department standard hourly rate. A deposit in the amount of \$20,000 shall be paid to the County of Monterey at the time the Owner/Applicant submits the signed mitigation monitoring agreement. (RMA-Planning Department)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

- 1) Enter into agreement with the County to implement a Mitigation Monitoring Program.
- 2) A deposit in the amount of \$20,000 shall be paid at the time the Owner/Applicant submits the signed mitigation monitoring agreement.

6. PD007- GRADING WINTER RESTRICTION

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: No land clearing or grading shall occur on the subject parcel between October 15 and April 15 unless authorized by the Director of RMA - Building Services Department.
(RMA - Planning Department and Building Services Department)

Compliance or Monitoring Action to be Performed: The Owner/Applicant, on an on-going basis, shall obtain authorization from the Director of RMA - Building Services Department to conduct land clearing or grading between October 15 and April 15.

7. PD010 - EROSION CONTROL PLAN

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The approved development shall incorporate the recommendations of the Erosion Control Plan as reviewed by the Director of RMA - Planning and Director of Building Services. All cut and/or fill slopes exposed during the course of construction be covered, seeded, or otherwise treated to control erosion during the course of construction, subject to the approval of the Director of RMA - Planning and RMA - Building Services. The improvement and grading plans shall include an implementation schedule of measures for the prevention and control of erosion, siltation and dust during and immediately following construction and until erosion control planting becomes established. This program shall be approved by the Director of RMA - Planning and Director of RMA - Building Services.
(RMA - Planning Department and RMA - Building Services Department)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, the Owner/Applicant shall submit an Erosion Control Plan to the RMA - Planning Department and the RMA - Building Services Department for review and approval.

The Owner/Applicant, on an on-going basis, shall comply with the recommendations of the Erosion Control Plan during the course of construction until project completion as approved by the Director of RMA - Planning and Director of RMA - Building Services.

8. PD011 - TREE AND ROOT PROTECTION

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of RMA - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (RMA - Planning Department)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to the RMA - Planning Department for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to the RMA-Planning Department after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

9. PD032(A) - PERMIT EXPIRATION

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The permit shall be granted for a time period of 3 years, to expire on September 12, 2015 unless use of the property or actual construction has begun within this period. (RMA-Planning Department)

Compliance or Monitoring Action to be Performed: Prior to the expiration date stated in the condition, the Owner/Applicant shall obtain a valid grading or building permit and/or commence the authorized use to the satisfaction of the Director of Planning. Any request for extension must be received by the Planning Department at least 30 days prior to the expiration date.

10. PD047 - DEMOLITION/DECONSTRUCTION (MBUAPCD RULE 439)

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measures:**

In accordance with Monterey Bay Unified Air Pollution Control District Rule 439, construction plans shall include "Demolition and Deconstruction" notes that incorporate the following work practice standards:

1. Sufficiently wet the structure prior to deconstruction or demolition. Continue wetting as necessary during active deconstruction or demolition and the debris reduction process;
2. Demolish the structure inward toward the building pad. Lay down roof and walls so that they fall inward and not away from the building;
3. Commencement of deconstruction or demolition activities shall be prohibited when the peak wind speed exceeds 15 miles per hour.

All Air District standards shall be enforced by the Air District.
(RMA - Planning Department)

**Compliance or
Monitoring
Action to be Performed:**

Prior to the issuance of a demolition permit, if applicable, the Owner/Applicant/Contractor shall incorporate a "Demolition/Deconstruction" note on the demolition site plan that includes, but is not limited to, the standards set forth in this condition.

During demolition, the Owner/Applicant/Contractor shall obtain any required Air District permits and the Air District shall conduct all deconstruction or demolition activities as required by the Air District.

11. PDSP01 - IRRIGATION PLAN

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measures:**

The applicant shall prepare an Irrigation Plan that identifies the location and type of irrigation fixtures proposed. The irrigation plan shall utilize a smart watering system that evaluates the existing site conditions and plant material against weather conditions to avoid overwatering of such areas, and shall include an estimate of annual water use.

**Compliance or
Monitoring
Action to be Performed:**

Prior to commencement of construction of Phase 2 (Dam Removal), submit an irrigation plan to RMA - Planning Department for review and approval. The irrigation plan shall be signed and stamped by licensed professional under the following statement, "I certify that this irrigation plan complies with all Monterey County landscaping requirements including low-flow, water conserving irrigation fixtures."

12. EHSP01 - HAZARDOUS MATERIALS: BUSINESS RESPONSE PLAN

Responsible Department: Health Department

**Condition/Mitigation
Monitoring Measures:**

The applicant shall maintain an up-to-date Business Response Plan that meets the standards found in the California Code of Regulations, Title 19, Division 2, Chapter 4 (Hazardous Material Release Reporting, Inventory, and Response Plans) and the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material Release Response Plans and Inventory), and the Monterey County Code Chapter 10.65. (Environmental Health)

**Compliance or
Monitoring
Action to be Performed:**

Prior to commencement of construction, submit a signed Business Response Plan - Memorandum of Understanding (form available from EHB) that specifies an approved Business Response Plan must be on file with Hazardous Materials Management Services prior to bringing hazardous materials on site and/or commencement of operations. Once approved, the applicant shall maintain an up-to-date Business Response Plan.

13. EHSP02 - HAZARDOUS WASTE CONTROL

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: The facility shall comply with the standards found in the California Code of Regulations, Title 22, Division 4.5 and the California Health and Safety Code, Division 20, Chapter 6.5, and the Monterey County Code Chapter 10.65 for the proper handling, storage and disposal of Hazardous Waste as approved by the Environmental Health Bureau (EHB). (Environmental Health)

Compliance or Monitoring Action to be Performed: Prior to commencement of operations the facility shall be registered with Hazardous Materials Management Services of the Environmental Health Bureau.

Comply with all conditions of the Hazardous Materials permit.

14. EHSP03 - HAZARDOUS MATERIALS: SPILL PREVENTION CONTROL COUNTERMEASURE PLAN

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: Above ground storage tanks for petroleum products (i.e. diesel, oil, and gasoline) with greater than 1320-gallons of capacity or for cumulative storage of more than 1320-gallons shall meet the standards as found in the California Health and Safety Code, Section 25270 et seq. and of the Code of Federal Regulations, Part 112 (commencing with Section 112.1) of Subchapter D of Chapter 1 of Title 40. (Environmental Health)

Compliance or Monitoring Action to be Performed: Prior to bringing materials onsite that require a Spill Prevention Control Countermeasure (SPCC) Plan, submit a SPCC Plan to the Environmental Health Bureau for review and approval.

Once approved, the applicant shall maintain an up-to-date SPCC Plan.

15. WRSP1 - FEMA LETTER OF MAP REVISION (NON-STANDARD CONDITION)

Responsible Department: Water Resources Agency

Condition/Mitigation Monitoring Measure: The applicant shall obtain a FEMA Letter of Map Revision (LOMR) documenting changes to the effective FEMA Flood Insurance Rate Map which will result from the removal of Old Carmel River Dam. (Water Resources Agency)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the applicant shall submit a FEMA LOMR application, with all supporting materials, to the Water Resources Agency for review and approval.

Following Agency approval, the applicant shall submit the LOMR application and fees to FEMA.

16. PW0001 - ENCROACHMENT (COM)

Responsible Department: Public Works Department

Condition/Mitigation Monitoring Measure: Obtain an encroachment permit from the Department of Public Works and construct a private driveway connection to Carmel Valley Road. The design and construction is subject to the approval of the Public Works Director.

Compliance or Monitoring Action to be Performed: Prior to construction activities the Applicant/ Contractor shall obtain an encroachment permit from DPW. Applicant is responsible to obtain all permits and environmental clearances.

17. PWSP001 - ENCROACHMENT (NON-STANDARD)

Responsible Department: Public Works Department

Condition/Mitigation Monitoring Measure: Obtain an encroachment permit from the Department of Public Works to construct road improvements. The design and construction is subject to the approval of the Public Works Director.

Compliance or Monitoring Action to be Performed: Prior to construction activities the Applicant/ Contractor shall obtain an encroachment permit from DPW. Applicant is responsible to obtain all permits and environmental clearances.

18. PWSP002 - CONSTRUCTION MANAGEMENT PLAN (NON-STANDARD)

Responsible Department: Public Works Department

Condition/Mitigation Monitoring Measures: The applicant and both California American Water supplied contractors shall submit Construction Management Plans (CMPs) to the RMA-Planning Department and the Department of Public Works for review and approval prior to the initiation of construction related activity that could adversely affect traffic on County roadways. The CMPs shall provide the following information based on the requirements of each agency:

1. Duration of the construction,
2. Hours of operation,
3. Estimate of the number of truck trips that will be generated,
4. Number of construction workers,
5. Locations of parking areas for both equipment and workers,
6. Locations of truck staging areas,
7. Trip Reduction Plan for Construction Workers [note that the selected Design-Build Contractor has prepared a draft Trip Reduction Plan that includes the following components: encouraging private carpooling or ride-sharing for workers living within a few miles of each other; encouraging use of existing park and ride facilities throughout the County for workers living farther apart; use of company vehicles travelling from construction office/construction yard locations and traveling to the jobsite carrying four (4) construction workers; and refinements in the final project design and construction methods (for example, using more efficient geotechnical and water handling solutions) to reduce truck trips].
8. Traffic Coordination and Communication Plan,
9. Traffic Safety Plan,
10. Vehicle Size and Traffic Limitations,
11. Travel Routes,
12. Flag Person Requirements,
13. Emergency Access,
14. Construction Signing,
15. Equipment mobilization coordination with fire departments and schools,
16. Proposed public outreach efforts,
17. Locations of designated turnouts for trucks along the truck routes, including Carmel Valley Road.

The CMP shall include measures to insure that the following operational requirements are met in order to minimize traffic impacts during the construction:

1. The applicant and both California American Water supplied contractors shall hold public outreach meetings only as requested by the County RMA & Planning Department.
2. The Traffic Control Plan shall include traffic coordination and communication plan and proposed public outreach efforts. The owner shall hold meetings with members of the public, as requested by the County RMA & Planning Department.
3. Should additional road closures be proposed, there shall be advance notification and a meeting with the RMA Public Works Department and the public prior to authorization by the County. Any road closures must adhere to requirements of the County-approved Traffic Control Plan.
4. Access for police, fire, ambulance and emergency vehicles shall be provided at all times.
5. Prior to approval of the project, a proposal to prepare a road condition survey that would characterize current conditions and recommend strategies for regular maintenance and post-project repair to meet or exceed baseline conditions shall be prepared and submitted for review and approval by the RMA Planning Department.
6. Transportation permits for extra-legal sized vehicles shall be required.
7. Hauling trucks and equipment mobilization truck/trailers will not operate on public roads on weekends. In the event that a night shift is needed, only personal vehicles shall access the site outside of daylight hours.
8. The contractor shall designate a Traffic/Transportation Coordinator who shall be responsible for keeping a log of all reported violations. The Traffic/Transportation Coordinator shall submit reported violations to the owner immediately. The County may query the owner at any time regarding the nature and extent of any and all reported violations.

(CONTINUED ON NEXT CONDITION)

**Compliance or
Monitoring
Action to be Performed:**

1. Prior to construction activities the Applicant and their Contractor shall prepare a CMP and shall submit the CMP to the RMA-Planning Department and the Department of Public Works for review and approval.
2. On-going through construction phases the Applicant and their Contractor shall implement the approved measures during the construction/grading phase of the project.

19. PWSP002 - CONSTRUCTION MANAGEMENT PLAN (PART 2)

Responsible Department: Public Works Department

**Condition/Mitigation
Monitoring Measure:**

9. The Traffic/Transportation Coordinator shall be responsible for maintaining an up-to-date anticipated construction traffic schedule that can be viewed by the public, be contactable for the public to report violations, and keep a log of all reported violations.
10. Electronic signs shall be posted with a 24 hour telephone contact number for public complaints and to report violations; notification of weekly construction trips, and notification of road closures. The electronic signs shall be installed at locations as designated in the CMP.
11. The owner shall establish a website to provide information to the public. Estimated weekly trips shall be posted as updates to the project website based upon weekly communications with the Traffic/Transportation Coordinator.
12. Any significant design changes and changes related to the requirements of the Encroachment Permit conditions shall be subject to review and approval by the RMA-Public Works Department. Notifications of significant project changes shall be issued using website and/or electronic signage before the changes occur.

Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project.

In addition, construction access shall be limited to the following hours:

1. Regulatory, management, and inspection vehicles: unrestricted (24/7) access
2. Employee passenger vehicles and trucks: access limited to between 6:45 AM and 7:00 PM Monday through Saturday
3. Trucks under 29 tons gross vehicle weight (GVW): access limited to between 8:00 AM and 5:00 PM Monday through Saturday
4. Major equipment and delivery trucks (over 29 tons GVW): access limited to between 8:45 AM and 2:30 PM at the intersection of Carmel Valley and Ford Road during regular school season (generally the middle August through the end of May) and 8:30 AM to 4:00 PM Monday to Saturday during the summer months (generally the end of May to the middle of August).

**Compliance or
Monitoring
Action to be Performed:**

1. Prior to construction activities the Applicant and their Contractor shall prepare a CMP and shall submit the CMP to the RMA-Planning Department and the Department of Public Works for review and approval.
2. On-going through construction phases, the Applicant and their Contractor shall implement the approved measures during the construction/grading phase of the project.

20. PWSP003 - ROAD MAINTENANCE AGREEMENT (NON-STANDARD)

Responsible Department: Public Works Department

Condition/Mitigation Monitoring Measure: In order to mitigate impacts to haul routes resulting from wear and tear generated by the additional truck traffic, the applicant shall enter into a Road Maintenance Agreement with the County of Monterey to perform maintenance and/or improvements on impacted portions of Carmel Valley Road and other roads along the haul route. The agreement shall include a maintenance schedule and specific maintenance measures, as determined adequate to by the RMA-Public Works Department, to mitigate the wear and tear of the hauling route; and any other improvements necessary for the paved portion of the hauling route(s) during construction activities. The applicant shall submit a "Road Surface Evaluation" prepared by a Licensed Civil Engineer or professional as required by the RMA-Public Works Department, that identifies the necessary maintenance improvements, if any, for the entire hauling route.

Compliance or Monitoring Action to be Performed: The applicant shall submit a "Road Surface Evaluation" prepared by a licensed civil engineer or professional as required by the Department of Public Works, that identifies the necessary maintenance improvements for the entire hauling route. The Evaluation shall be prepared in consultation with the Public Works Department and shall be submitted and approved by the Public Works Department prior to commencement of construction activities. The applicant shall enter into the Agreement with the County of Monterey within 120 working days of issuance of the Combined Development Permit. The applicant shall perform maintenance/improvements annually and/or after each project phase acceptable to the County of Monterey Public Works Department.

21. PDSP001 - LANDSCAPED BERM (NON-STANDARD)

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The proposed THR alignment shall be designed to provide for no line-of-sight of cars, trucks (including exhaust pipes), and equipment as viewed from the dwellings located on Sleepy Hollow Lots 1-5.

Earth material, or its equivalent in terms of noise attenuation, used to block line-of sight, shall be several feet higher or wider, as the case may be, than the line-of-sight in order to mitigate adverse noise for the residents of said dwellings. Moreover, the appearance of the noise attenuation material, whether it be earth material exposed by a grading cut, earth berm or temporary structure, shall be in reasonable harmony with the Sleepy Hollow neighborhood and, before construction, shall first be reviewed by the Sleepy Hollow HOA and approved administratively by the County of Monterey RMA Planning Department.

Compliance or Monitoring Action to be Performed: The Applicant/Contractor shall design and construct the THR to provide for no line-of-sight of cars, trucks (including exhaust pipes), and equipment as viewed from the dwellings located on Sleepy Hollow Lots 1-5, including the use of a landscaped earthen berm, as appropriate and as approved by the Sleepy Hollow HOA. Prior to construction of the berm or other structure, the Applicant/Contractor shall submit plans to the County of Monterey RMA Planning Department for review and approval, along with written proof of Sleepy Hollow HOA approval. The berm or other structure shall be constructed prior to completion of the first season of construction.

22. PDSP002 - OFF-LOADING AND LOADING AREA (NON-STANDARD)

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: The Applicant/Contractor may use the Off-Loading and Loading area only during the hours of 9:00 AM to 3:00 PM, non-holiday weekdays, unless prior approval is received by the Sleepy Hollow Homeowners Association (HOA).

Uses allowed in the Off-Loading and Loading area are: heavy equipment and materials off-loading and loading. The materials specifically permitted include general construction materials (e.g. piping, landscape materials, sheet piling, aggregate base rock, demolition timbers), operating front-end loaders, forklifts, and cranes necessary for the immediate unloading or loading of allowed equipment and materials.

Uses prohibited in the Off-Loading and Loading area specifically include:

- Any processing of any materials, including, but not limited to, aggregate, concrete, timber, vegetation, and soil.
 - The operation of any portable or stationary machinery, including electrical generators and air compressors. Maintenance of vehicles or equipment.
 - Storage of materials or equipment. "Storage" is defined as being idle or remaining in the area in excess of five (5) calendar days.
- (RMA-Planning)

Compliance or Monitoring Action to be Performed: The Applicant/Contractor shall use the Off-Loading and Loading area only during the hours of 9:00 AM to 3:00 PM, non-holiday weekdays, unless prior approval is received by the Sleepy Hollow HOA. Prior to extension of Off-Loading and Loading area use, written proof of Sleepy Hollow HOA approval of such extension shall be provided to the County of Monterey RMA - Planning Department

23. MMPR001 - GEOLOGY AND SOILS

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: MITIGATION MEASURE:

Implement measures in the blasting plan such as controlling excessive vibration by limiting the size of charges and using charge delays. Follow procedures for safe storage, handling, loading, firing, and disposal of explosive materials. Implement blasting BMPs in the SWPPP (Appendix K) including use of blasting mats and fabric barriers.

MONITORING OR REPORTING ACTION:

Monitor compliance with blasting plan and report to Monterey County RMA - Planning Department and DWR.

MONITORING OR REPORTING ENTITY: Applicant and Applicant's Environmental Inspector and Project Engineer

Compliance or Monitoring Action to be Performed:

TIMING

Monitor throughout blasting activities. Monthly monitoring reports will be submitted to Monterey County RMA - Planning Department.

ENFORCEMENT ENTITY:

Monterey County RMA - Planning Department

24. MMRP002 - FISHERIES

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measure:** MITIGATION MEASURE:

To offset poor water quality at the Sleepy Hollow Steelhead Rearing Facility, during construction and operations into the future until MRWMD completes construction of their replacement intake facilities, an alternative supply, such as from the Russell Wells, will be provided.

MONITORING OR REPORTING ACTION:

Monitor water quality and report to MPWMD, CCRWQCB, and DWRs.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

Throughout construction and during future operations, from early summer to winter or late spring, monitor water quality daily during active construction, equipment operation or future project-related operations. Submit monthly reports to agencies.

ENFORCEMENT ENTITY:

MPWMD, CCRWQCB, and Monterey County RMA - Planning Department

25. MMRP003 - VEGETATION AND WILDLIFE

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measure:** MITIGATION MEASURE:

Implement measures in Botanical Resources Management Plan (Appendix U) including: under supervision of a qualified botanist, replace up to half the removed oaks with seedlings or potted oaks at 3:1 ratio; replant trees that don't survive; derive all plant material from Carmel Valley area oak populations. To ensure long-term survival, take remedial action such as irrigation or protection from browsing animals per Monterey County Code Title 16, Chapter 16.6; provide or acquire a conservation easement sufficient to mitigate at least half the oak tree loss per Monterey County Code. Adhere to all permit conditions.

MONITORING OR REPORTING ACTION:

Monitor compliance with vegetation protection measures and report to Monterey County RMA - Planning Department, CDFW, and DWR. Monitor revegetation plantings and report to Monterey County RMA - Planning Department, CDFW, and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

a) Monitor activities daily during construction for construction encroachment impacts. During construction, conduct monitoring annually on all revegetated areas and areas identified for potential erosion and sedimentation problems; implement monitoring immediately following planting; monitor during years 1,2,3, and 5 following planting; for areas in which trees, saplings, poles, wands, or acorns are planted, also monitor in year 10 following planting.

Reports will be submitted to the agencies after the conclusion of each annual monitoring period. A summary report will be submitted after year ten, the final year of monitoring.

ENFORCEMENT ENTITY:

Monterey County RMA - Planning Department, CDFW

26. MMRP004 - VEGETATION AND WILDLIFE

Responsible Department: Planning Department

Condition/Mitigation MITIGATION MEASURE:

Monitoring Measure: Design project features to minimize loss of native vegetation; limit damage to roots of trees; implement erosion and sedimentation control methods; minimize alteration of flows and subsequent bank erosion; limit dust deposition on roadside vegetation; avoid alteration of hydrology supporting riparian forest habitat on adjacent floodplain. Implement preconstruction and construction BMPs; all personnel involved in project shall attend environmental training addressing erosion and sediment control requirements, proper clearing and grading methods, and importance of protecting vegetation resources. To the maximum extent possible, use existing disturbed area or areas of annual grassland as a staging area; use fencing to prevent encroachment of vehicles or other project activity into native habitat or into the drip line of native trees outside of designated areas.

MONITORING OR REPORTING ACTION:

Monitor compliance with vegetation protection measures and report to Monterey County RMA - Planning Department, CDFW, and DWR.

Under supervision of a qualified botanist, replace up to half the removed oaks with seedlings or potted oaks at 3:1 ratio; replant trees that don't survive; derive all plant material from Carmel Valley area oak populations. To ensure long-term survival, take remedial action such as irrigation, or protection from browsing animals per MCC Title 16, Chapter 16.6. Provide or acquire a conservation easement sufficient to mitigate at least half the oak tree loss per Monterey County Code.

Implement measures in the Botanical Resources Management Plan (Appendix U); adhere to permit requirements.

MONITORING OR REPORTING ACTION:

Monitor revegetation plantings and report to Monterey County RMA - Planning Department, CDFW, and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

a) During construction, conduct monitoring annually on all revegetated areas and areas identified for potential erosion and sedimentation problems; Implement monitoring immediately following planting; monitor during years 1,2,3, and 5 following planting; for areas in which trees, saplings, poles, wands, or acorns are planted, also monitor in year 10 following planting.

b) Reports will be submitted to the agencies after the conclusion of each annual monitoring period. A summary report will be submitted after year ten, the final year of monitoring.

c) Throughout construction, for erosion control, water quality protection and temporary and permanent revegetated areas inspect as follows: Inspect daily in areas under active construction or equipment operation, weekly in areas with no active construction or equipment operation, in all areas within 24-hours of each 0.5 inch or greater rainfall event, soil and weather conditions permitting. Reports of daily inspections will be submitted monthly to the agencies.

d) Environmental Inspector shall document all inspections in Environmental Daily Inspection Report. Verbally report noncompliance within 24 hours from time applicant is first aware of the circumstance and submit written report within 5 days. Reports will be made to the appropriate agency identified in the SWPPP and SPCC (Appendices K and R), to the U.S. EPA Emergency Response Branch and the CCRWQCB.

e) Post-construction monitoring will be conducted for ten years, and reports will be submitted to the agencies monthly.

ENFORCEMENT ENTITY:

Monterey County RMA - Planning Department, CDFW, CCRWQCB, USACE

27. MMRP005 - VEGETATION AND WILDLIFE

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measure:**

MITIGATION MEASURE:
Minimize tree removal to number necessary to allow construction access; use GPS to map and flag known active woodrat nests along route; conduct surveys to identify other active woodrat nests; plan routes to avoid woodrat nests; have bat expert conduct preconstruction surveys of rock outcrops and other formations to determine presence of possible roosts; use GPS to map roosts; route construction to avoid roosts; implement erosion and sedimentation control BMPs (SWPPP, Appendix K) to avoid and minimize impacts to CRLF, foothill yellow-legged frogs, western pond turtles and two-striped garter snake along Carmel River; in wet conditions, do daily surveys in wet conditions at all drainage crossings, move sensitive species to suitable locations, conduct rescue and relocation according to agency protocols. Conduct surveys for California Tiger Salamander (CTS), maintain 50-ft buffer around potential burrows. If working at night, project-related traffic will be escorted during rainy or wet conditions. Obtain Incidental Take Permit if necessary. Other mitigation measures provided by CDFW and USFWS will be adopted as specified. Implement strategies in the Protection Measures for Special-status Species (Appendix V); comply with permit conditions.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures in Appendix V and erosion and sediment control measures and report to CDFW, USFWS, CCRWQCB, Monterey County RMA - Planning Department and DWR. Report preconstruction survey results to USFWS, CDFW, and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

Report preconstruction survey results to agencies immediately after survey completion.

Report encounters with special status species to CDFW and USFWS. Report finding dead or injured special-status species within 3 days to CDFW and USFWS. Within 60 days of completing construction activities for the season, submit special-status species report; comply with monitoring and reporting schedule as specified by USFWS and CDFW.

Throughout construction, for erosion control, water quality protection and temporary and permanent revegetated areas inspect as follows: inspect daily in areas under active construction or equipment operation, weekly in areas with no active construction or equipment operation. In all areas within 24-hours of each 0.5 inch or greater rainfall event, soil and weather conditions permitting. Reports of daily inspections will be submitted monthly to the agencies.

Environmental Inspector shall document all inspections in Environmental Daily Inspection Report. Verbally report noncompliance within 24 hours from time applicant is first aware of the circumstance and submit written report within 5 days. Reports will be made to the appropriate agency identified in the SWPPP and SPCC (Appendices K and R), to the U.S. EPA Emergency Response Branch and the CCRWQCB. Post-construction monitoring will be conducted for ten years, and reports will be submitted to the agencies monthly.

ENFORCEMENT ENTITY:

USFWS, CDFW, CCRWQCB, and Monterey County RMA - Planning Department

28. MMRP006 - VEGETATION AND WILDLIFE

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measure:** MITIGATION MEASURE:

Lighting will be directed downward to prevent spillover into habitats. Conduct night work between Sept. 15 and Feb. 1 to avoid nesting season. If night work must be conducted between Feb. 1 and Sept. 15, a qualified wildlife biologist will conduct protocol-level preconstruction surveys. CDFW and USFWS will be contacted if active nests are found, protect nests of fully protected species with 500 foot buffers; coordinate buffers for nests of other species with CDFW and USFWS, monitor nests until young have fledged and are not dependent on parental care, implement additional measures designated by agencies.

MITIGATION OR REPORTING ACTION:

Report results of preconstruction surveys to CDFW, USFWS, Monterey County RMA - Planning Department, and DWR. If night work must occur outside of the September 15 through February 1 period, coordinate with the regulatory agencies, conduct additional surveys, and report results to CDFW, USFWS, Monterey County RMA - Planning Department, and DWG. Nest surveys will be coordinated with the CDFW and USFWS; nest survey results will be reported to CDFW and USFWS.

MITIGATION OR REPORTING ENTITY:

Qualified Biologist, Applicant and Applicant's Environmental Inspector

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

Report results of all surveys immediately after completion. Report encounters with special-status species and protected birds to CDFW and USFWS; report finding dead or injured special-status species and birds within 3 days to CDFW and USFWS. Coordinate nesting surveys and buffer zones with CDFW and USFWS and report as required by these agencies. Within 60 days of completing construction activities for the season, submit special-status species report; comply with monitoring and reporting schedule as specified by USFWS and CDFW.

ENFORCEMENT ENTITY:

USFWS, CDFW, and Monterey County RMA - Planning Department

29. MMRP007 - AIR QUALITY

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measure:** MITIGATION MEASURE:

To minimize impacts to air quality, all active construction areas and access roads will be watered at least twice daily. All grading will be prohibited during winds greater than 15 mph. Chemical soil stabilizers will be applied to disturbed construction areas that have been unused for at least four consecutive days, as necessary. Non-toxic binders will be applied to exposed areas after cut and fill operations and to hydrosseeded areas. Haul trucks will maintain at least 2 feet of freeboard. All trucks hauling dirt, sand, or loose materials will be covered. Disturbed areas will be seeded or planted with a vegetative ground cover as soon as possible. Inactive storage piles will be covered with tarps. A sign will be posted giving the telephone number and person to contact regarding dust complaints. This person would respond to complaints and take corrective action within 48 hours. The phone number of the Monterey Bay Unified Air Pollution Control District (MBUAPCD) would be visible to ensure compliance with Rule 402 (Nuisance).

Even with implementation of these measures, the impact will remain significant and unavoidable.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce emissions from construction equipment and road dust and report to the MBUAPCD and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector, MBUAPCD monitoring stations

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

Monitoring will occur daily, during construction. Monthly reports will be submitted to the MBUAPCD throughout construction.

ENFORCEMENT ENTITY:

MBUAPCD and Monterey County RMA - Planning Department

30. MMRP008 - AIR QUALITY

Responsible Department: Planning Department

**Condition/Mitigation
Monitoring Measure:** MITIGATION MEASURE:

Reduce emissions of NOX from construction equipment by using NOX controls for diesel vehicles and equipment.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce emissions from construction equipment and report to the MBUAPCD and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector, MBUAPCD monitoring stations

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

Monitoring will occur daily, during construction. Monthly reports will be submitted to the MBUAPCD throughout construction.

ENFORCEMENT ENTITY:

MBUAPCD and Monterey County RMA - Planning Department

31. MMRP009 - AIR QUALITY

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: To minimize impacts to air quality, crushed rock will be used as necessary as a final base on unpaved roads (including service roads) to minimize dust generation, including within the vicinity of the Sleepy Hollow subdivision, and to make the roads more drivable. A posted 15-mph speed limit will be enforced on all vehicles on unpaved haul roads. Unpaved or unrocked roads, parking areas, and staging areas will be watered as necessary to control dust. Water quality BMPs will be implemented to avoid introducing sediment into the river and creeks. Non-toxic chemical stabilizers or dust suppressants will be applied to unpaved haul roads, as necessary. As traffic and weather allow, as necessary, a street sweeper will be regularly used to prevent sediment accumulation on paved roads and affected portions of San Clemente Drive. The Applicant will implement practical and cost effective PM10 controls for access roads, including paving and coarse graveling, in addition to periodic watering, along with practical and cost-effective NOX controls for diesel vehicles and equipment. The Tularitos High Road shall be paved from E. Carmel Valley Road to the Off-Loading/Loading area. To the maximum extent possible, state-certified construction equipment in the PERP, pre-approved for use in any district by the Air Resources Board, will be used. The Applicant will comply with all MBUAPCD permit requirements.

Even with implementation of these measures, impact AQ-3 will remain significant and unavoidable.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce dust and other emissions during access road improvements and report to the MBUAPCD and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector, MBUAPCD monitoring stations

Compliance or Monitoring Action to be Performed:

TIMING:

Monitoring will occur daily, during construction. Monthly reports will be submitted to the MBUAPCD throughout construction.

ENFORCEMENT ENTITY:

MBUAPCD and Monterey County RMA - Planning Department

32. MMRP010 - AIR QUALITY

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: MITIGATION MEASURE:
Implement BMPs including watering roads and construction areas, using chemical stabilizers, and employing other appropriate measures.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce emissions from construction equipment and road dust and report to the MBUAPCD and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector, MBUAPCD monitoring stations

Compliance or Monitoring Action to be Performed:

TIMING:

Monitoring will occur daily, during construction. Monthly reports will be submitted to the MBUAPCD throughout construction.

ENFORCEMENT ENTITY:

MBUAPCD and Monterey County RMA - Planning Department

33. MMRP011 - GREENHOUSE GAS EMISSIONS

Responsible Department: Planning Department

Condition/Mitigation MITIGATION MEASURE:

Monitoring Measure: Implement BMPs including: Maximize on-road fuel efficiency; develop a VMT reduction plan; use carpools, vanpools, or shuttle services to reduce worker-related VMT; reduce unnecessary idling through use of auxiliary power units, electric equipment and enforcement of idling and speed limits; properly maintain engines and equipment efficiently; implement a construction and demolition plan that will result in at least 50 percent diversion through reuse or recycling of nonhazardous construction waste; materials that are not recyclable or reusable for another project will be hauled to the nearest waste disposal facility.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce emissions from construction equipment and activities and report to the MBUAPCD and DWR.

MONITORING OR REPORTING ENTITY:

Inspector, MBUAPCD monitoring stations

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

Monitoring will occur daily, during construction. Monthly reports will be submitted to the MBUAPCD throughout construction.

ENFORCEMENT ENTITY:

MBUAPCD and Monterey County RMA - Planning Department

34. MMRP012 - NOISE

Responsible Department: Planning Department

Condition/Mitigation MITIGATION MEASURE:

Monitoring Measure: Use quiet-design equipment, mufflers, and enclosures; eliminate unnecessary idling; conduct appropriate equipment maintenance and lubrication; implement timing restrictions for equipment use.

Even with implementation of this measure, the impact will remain significant and unavoidable.

MONITORING OR REPORTING ACTION:

Monitor compliance with daytime working hours restriction and report to Monterey County RMA - Planning Department and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

Monitoring will occur daily, during construction. Quarterly reports will be submitted to the County throughout construction.

ENFORCEMENT ENTITY:

Monterey County RMA - Planning Department

35. MMRP013 - NOISE

Responsible Department: Planning Department

Condition/Mitigation MITIGATION MEASURE:

Monitoring Measure: To minimize noise impacts, limit access road upgrade construction as described in Condition 18, use quiet design construction equipment; install enclosure panels when required on stationary equipment; eliminate unnecessary idling; implement good maintenance and lubrication procedures; implement timing restrictions such as limiting operations to daytime working hours; limit construction worker passenger vehicle access during construction season and truck deliveries of construction materials as described in Condition 18; enforce California Vehicle Code prohibitions against faulty or modified loud exhaust systems; enforce reduced speed limits to 15 mph on unpaved roads.

Even with implementation of these measures, the impact will remain significant and unavoidable.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce noise generated during access road improvements and report to Monterey County RMA - Planning Department and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector

Compliance or

Monitoring
Action to be Performed:

TIMING:

Monitoring will occur daily, during construction. Quarterly reports will be submitted to the County throughout construction.

ENFORCEMENT ENTITY:

Monterey County RMA - Planning Department

36. MMRP014 - NOISE

Responsible Department: Planning Department

Condition/Mitigation MITIGATION MEASURE:

Monitoring Measure: To minimize noise impacts, night work would only be for sediment excavation at the SCD and reservoir sites, no delivery trucks or heavy construction equipment would be moved at night, access road construction will be limited to hours as described in Condition 18, use quiet design construction equipment; install enclosure panels when required on stationary equipment; eliminate unnecessary idling; implement good maintenance and lubrication procedures; implement timing restrictions, such as limiting operations to daytime working hours; limit construction worker passenger vehicle access during construction season and truck deliveries of construction materials as described in Condition 18; enforce California Vehicle Code prohibitions against faulty or modified loud exhaust systems; enforce reduced speed limits to 15 mph on unpaved roads.

Even with implementation of these measures, the impact will remain significant and unavoidable.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce noise from construction-related travel including travel associated with mobilization, materials, and workers, and report to Monterey County RMA - Planning Department and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector

**Compliance or
Monitoring
Action to be Performed:**

TIMING:

Monitoring will occur daily, during construction. Quarterly reports will be submitted to the County throughout construction.

ENFORCEMENT ENTITY:

Monterey County RMA - Planning Department

37. MMRP016 - TRAFFIC AND CIRCULATION

Responsible Department: Planning Department

Condition/Mitigation MITIGATION MEASURE:

Monitoring Measures:

Implement trip reduction plan for construction workers including use carpooling and use of off-site park and ride areas; prepare Traffic Coordination and Communication Plan to define specific schedules for truck deliveries and worker shifts to avoid peak commute and school bus traffic; use resident Traffic/Transportation Coordinator; prepare and implement Traffic Safety Plan to address vehicle size and speed, coordinate travel routes, coordinate with emergency response entities, determine need for flag persons and traffic and speed limit signs. Equipment trips will avoid peak traffic hours as described in Condition 18, will be coordinated with local fire districts, and will be coordinated with school bus schedules. Develop vehicle and driver inspection program, prepare Construction Management Plan per Monterey County RMA - Public Works Department specifications that would reduce the number of project-related vehicles, reduce interaction between construction and other vehicles, and promote public safety. The Traffic Control Plan will include Carmel Valley Road between Carmel Village and the Tularditos High Road turnoff on Carmel Valley Road. Traffic impact fees will be paid to Monterey County. Even with implementation of these measures, the impact will remain significant and unavoidable.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce impacts related to having additional traffic on the area road network and report to the Monterey County RMA - Public Works Department, Monterey County RMA - Public Works Department and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Traffic/Transportation Coordinator

Compliance or

Monitoring

Action to be Performed:

TIMING:

Monitoring will occur daily, during construction. Quarterly reports will be submitted to the County throughout construction.

ENFORCEMENT ENTITY:

Monterey County RMA - Public Works Department

38. MMRP016 - TRAFFIC AND CIRCULATION

Responsible Department: Planning Department

Condition/Mitigation MITIGATION MEASURE:

Monitoring Measures:

Restore affected public roads to pre-project condition immediately after construction is complete.

MONITORING OR REPORTING ACTION:

After construction, coordinate with the Monterey County RMA - Public Works Department to immediately restore public roads to pre-project conditions.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Traffic/Transportation Coordinator

Compliance or

Monitoring

Action to be Performed:

TIMING:

Coordinate with, and report to the Monterey County RMA - Public Works Department before and post-construction.

ENFORCEMENT ENTITY:

Monterey County RMA - Public Works Department

39. MMRP017 - VISUAL RESOURCES (AESTHETICS)

Responsible Department: Planning Department

Condition/Mitigation MITIGATION MEASURE:

Monitoring Measure: To minimize visual impacts, lighting will be directed down towards work areas and shielded to reduce sky glow and spillover.

Even with implementation of these measures, the impact will remain significant and unavoidable.

MONITORING OR REPORTING ACTION:

Monitor compliance with measures to reduce the effects of construction lighting and report to Monterey County RMA - Planning Department and DWR.

MONITORING OR REPORTING ENTITY:

Applicant and Applicant's Environmental Inspector

Compliance or

Monitoring

Action to be Performed:

TIMING:

Monitoring to ensure compliance with mitigation will occur daily when nighttime construction is necessary. Quarterly reports will be submitted to the County throughout construction.

ENFORCEMENT ENTITY:

Monterey County RMA - Planning Department