

Phelan Residence
Stream Bed Alteration Agreement
Department of Fish and Wildlife
January, March 2013



State of California – The Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
7329 Silverado Trail
Napa, CA 94558
(707) 944-5500
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



January 15, 2013

Subject: Draft Lake or Streambed Alteration Agreement
Notification No. 1600-2012-0370-3

The Department of Fish and Game (Department) has determined that your project requires a Lake or Streambed Alteration Agreement (Agreement) because it could substantially adversely affect an existing fish or wildlife resource. Enclosed is a draft Agreement that includes measures the Department has determined are necessary to protect existing fish and wildlife resources.

Within 30 days of receipt of this draft Agreement, you must notify the Department in writing whether the measures to protect fish and wildlife resources are acceptable (Fish and Game Code section 1603). **If you agree with the measures set forth in the draft Agreement, you or your authorized representative must return two copies of the draft Agreement with original signatures to the above address.**

If you disagree with any measures in the draft Agreement, please contact the Department staff identified below. In the event that mutual agreement is not reached, you may follow the dispute resolution process described in Fish and Game Code section 1603(a), Part III of the "Notification Instructions and Process." If you fail to respond in writing within 90 days of receiving the draft Agreement, the Department may withdraw the draft Agreement.

Please be advised the Department may not execute the Agreement until it has complied with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 *et seq.*) as the lead or a responsible agency. Please note that the draft Agreement may be subject to change upon receipt and review of the environmental document for the project.

When acting as a CEQA responsible agency, the Department must first receive the following: 1) a certified or approved environmental document prepared in accordance with CEQA; 2) Notice of Determination, if one is filed; 3) CEQA Findings; and 4) proof that the environmental filing fee required under Fish and Game Code section 711.4 has been paid. If the lead agency determined that the project is exempt under CEQA, please provide a copy of the Notice of Exemption or other information that indicates the basis for the exemption.

Conserving California's Wildlife Since 1870

After you receive a final Agreement executed by the Department, you may begin the project the Agreement authorizes provided you have obtained all other necessary local, state, and federal permits or other authorizations.

For more information on the process described above, please refer to Part IV in the "Notification Instructions and Process" included with your notification materials, which is also available at www.dfg.ca.gov/habcon/1600/notificationpackage.pdf.

If you have any questions regarding this letter, please contact Suzanne Gilmore, Environmental Scientist at (707) 944-5536 or sgilmore@dfg.ca.gov.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
7329 SILVERADO TRAIL
YOUNTVILLE, CALIFORNIA 94558
(707) 944-5500
WWW.WILDLIFE.CA.GOV



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2012-0370-R3
CEDAR VALLEY CREEK

PETE BONTADELLI
PHELAN RANCH STREAM CHANNEL RESTORATION

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Jeff Phalen (Permittee) as represented by Pete Bontadelli.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 17, 2012, that the Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The project is located at the end of Hennessey Ridge Road off Chiles Pope Valley Road, along an unnamed tributary to Cedar Valley Creek, unincorporated Napa County, State of California, 94574. Assessors Parcel Numbers: 025440007. Longitude 38°31'10.33" N, Latitude 122°20'12.20" W.

PROJECT DESCRIPTION

The Project is limited to the following restoration and enhancement activities: 1) removing an approximately 150-foot-long, 3-foot-wide black plastic lining previously installed within the stream channel; 2) removing rock ranging in size from 12 to 36

inches from an area approximately 150-foot-long, 3-foot-wide; and 3) re-establishing native riparian vegetation within the project footprint.

PROJECT IMPACTS

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

- California red legged frog (*Rana draytonii*)
- Northwestern pond turtle (*Clemmys marmorata*)
- Foothill yellow-legged frog (*Rana boylei*)
- Nesting birds
- Riparian habitat

The adverse effects the project could have on the fish or wildlife resources identified above include:

- accelerated erosion and bank scour
- loss of bank stability during project activities
- increase of bank erosion during project activities
- disruption to nesting birds and other wildlife
- change in composition of channel materials
- soil compaction or other disturbance to soil layers

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notify CDFW Staff Before Beginning Work. Permittee shall notify CDFW, in writing, at least five (5) calendar days prior to initiation of construction (project) activities within the stream channel and at least five (5) calendar days prior to completion of construction (project) activities. Notification shall be faxed to the CDFW at (707) 944-5563, Attn: Suzanne Gilmore, Environmental Scientist, or via e-mail at: suzanne.gilmore@wildlife.ca.gov.

2. Avoidance and Minimization Measures

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

Work Periods and Planning

- 2.1 Work Period. Work in the stream channel below the level of top of bank shall be confined to the period June 1 through October 15.
- 2.2 Dry Work Area. All work shall be performed when the stream channel is dry. No activities shall occur in wetted areas (including but not limited to ponded, flowing, or wetland areas).
- 2.3 Work in Dry Weather Only. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National

Weather Service 72 hour weather forecast indicates a 20% or less chance of precipitation, provided no work occurs in the stream bed if water is flowing. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by the Department.

- 2.4 Designated Representative. Before initiating ground- or vegetation-disturbing activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this Agreement. The Permittee shall notify CDFW in writing prior to commencement of ground- or vegetation-disturbing activities of the Designated Representative's name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.
- 2.5 Qualified Biologist. A Qualified Biologist is an individual experienced with construction level biological monitoring and who is able to recognize species in the project area and who is familiar with the habitats and behavior of those species. Qualified Biologist shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project. All Qualified Biologist for the project shall be approved by CDFW prior to commencement of project activities.
- 2.6 Demarcate Work Area Boundary. In consultation with the Qualified Biologist, the Permittee shall demarcate the outer perimeter of the work area to prevent damage to adjacent habitat and to provide visual orientation to its limits. Marking shall be in place during all periods of operation. All persons employed or otherwise working on the project site shall be instructed about the restrictions that the marking represents.
- 2.7 Work according to plans. Permittee shall submit draft construction plans of the proposed project to CDFW for review and approval. Plans shall include construction specifications, rock to be removed or

modified, dimensions of excavation areas and earth work to be performed, project staging areas, and site access routes. CDFW shall provide comments or approval to the Permittee on the draft plans no later than 60 calendar days after receiving the plans and any other information that CDFW deems necessary to make such a determination. If new, revised, or supplemental plans are submitted subsequent to the first submittal, the 60 calendar days for review and approval shall be reset from the date of subsequent submittals. All work shall be completed according to the plans approved to CDFW. If the Permittee finds it necessary to update project plans prior to construction, the updated plans will be submitted to CDFW at least 30 days prior to beginning project activities to determine if an Amendment to this Agreement is required. At the discretion of CDFW, minor plan modifications may require an amendment to this Agreement, or if substantial changes are made to the original project this Agreement becomes void and the Permittee shall submit a new notification.

2.8 Re-vegetation Plan Approval. In addition to the Phelan Ranch Stream Channel Restoration Project Mitigation, Monitoring and Reporting Plan prepared by Analytical Environmental Services, dated October 2012 (Exhibit A), the Permittee shall submit a Re-vegetation Plan to CDFW for review and approval prior to finalizing this agreement. The Re-vegetation Plan shall be developed by a Qualified Biologist to include the following:

- Documentation and text description of plant communities in pre-project conditions.
- A species specific table and map showing the type, size, spacing and number of trees, shrubs and seed species covering the entire area proposed for re-vegetation.
- Long term monitoring methods, irrigation methods, performance standards, and success criteria. The Re-Vegetation Plan shall include the following success criteria: All plants shall be monitored and maintained as necessary for five years. All planting shall have a minimum of 80% survival at the end of 5 years and shall attain 70% cover after three years and 75% coverage after 5 years. If the survival and/or cover requirements are not meeting these goals, the Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting.

- During final Plan review, CDFW shall approve all species, proposed performance standards, monitoring methods and success criteria.
- Re-vegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.
- All invasive species shall be removed from the project area.

Wildlife Protection and Prevention – Vegetation

- 2.9 Vegetation Marked for Protection. Prior to project activities, the Qualified Biologist shall clearly mark native vegetation within the project area that shall be avoided during project activities. Vegetation outside the project area shall not be removed or damaged without prior consultation and approval from a CDFW representative.
- 2.10 Protect Banks and Vegetation. Care shall be taken during placement or movement of materials on the stream banks to prevent any damage to stream banks and to minimize damage to any streamside vegetation.
- 2.11 Vegetation Removal Methods. Hand tools (e.g., non-motorized, trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work sites; larger equipment shall not be used for vegetation removal without prior written approval from CDFW.
- 2.12 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org/ip/inventory/weedlist.php>.
- 2.13 Treat exposed areas. All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the construction activities shall be restored by seeding with a blend of native erosion control grass seeds. Seeded areas shall be mulched. All other areas of disturbed soil which drain toward the stream channel shall be seeded with erosion control grass seeds. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 must be covered with broadcast straw, jute netting,

coconut fiber blanket or similar erosion control blanket. Materials containing monofilament or plastic shall not be used.

- 2.14 Return Native Material to Original Locations. If large wood, downed trees, or other native vegetative material within the riparian area is moved or removed during project activities, it shall be returned to its original position prior to project completion.
- 2.15 Disposal and Removal of Materials. All removed material and debris shall be moved outside of the stream zone and disposed of according to State and local laws and ordinances.

Wildlife Protection and Prevention - Special Status Species

- 2.16 Bird Surveys. If project activities will occur between February 1st and August 15th, the work area will be surveyed by a Qualified Biologist to determine if active nests are present. If the construction site is left unattended for more than two weeks during the breeding season, another survey will be completed to determine if the birds have moved back into the area and are occupying active nests. If active nests or behavior indicative of nesting are encountered, those areas plus a 50-foot buffer for small songbirds and 300-feet for larger species (e.g. raptors, owls, etc.) designated by the biologist will be avoided until the nests have been vacated. Results of the surveys and measures taken to protect nesting birds shall be made available to CDFW upon request.
- 2.17 Special Status Species Encountered During Work. If Permittee encounters special-status species or listed species during the Project Activity, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with the CDFW prior to re-initiating the activity.
- 2.18 Allow Wildlife To Leave Unharmed. Permittee shall allow any wildlife encountered during the course of construction to leave the construction area unharmed. This authorization does not allow for the trapping, capture, or relocation of any state or federally listed species.

Erosion and Sediment Control

- 2.19 Erosion control. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State. At no time shall silt laden runoff be allowed to enter the stream or directed to

where it may enter the stream. Silt control structures shall be monitored for effectiveness and shall be repaired or replaced as needed.

- 2.20 Non-native Vegetation for Erosion Control. If locally collected native plants are not available, sterile or short-lived revegetation materials shall be used (e.g. cereal barley or other sterile mixes) for erosion control.
- 2.21 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting.
- 2.22 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities.

Equipment and Vehicles

- 2.23 No Heavy Equipment in Stream. No heavy equipment shall operate within the stream bed or aquatic habitat areas.
- 2.24 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.25 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.26 Clean Up Equipment. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of work within the stream zone.
- 2.27 Equipment Storage. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located outside of the stream channel and banks.
- 2.28 Stockpiled Materials. Building materials and/or construction equipment shall not be stockpiled or stored where they may be

washed into the water or cover aquatic or riparian vegetation.
Stockpiles shall be covered when measurable rain is forecasted.

Debris Materials and Waste

- 2.29 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream.
- 2.30 Pick Up Debris. All construction debris and associated materials shall be removed from the work site upon completion of this project.
- 2.31 Wash water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

Toxic and Hazardous Materials

- 2.32 Toxic Materials. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream or its tributaries shall be contained in water tight containers or removed from the project site.
- 2.33 Hazardous Substances. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter the stream by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.

Spills and Emergencies

- 2.34 Spill Cleanup. Permittee shall begin the cleanup of all spills immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures. The Permittee shall have all spill clean-up equipment on site during construction.
- 2.35 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean up activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at

1-800-852-7550 and immediately initiate the clean up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Commencement and Completion of Work. Prior to commencement of work within the stream zone, the Permittee shall photograph the project site. Upon completion of work activities, the Permittee shall photograph the project site. Labeled copies of photographs shall be sent to the Department of Fish and Wildlife within 60 days of completion of the project. Notification shall be sent to CDFW at 7329 Silverado Trail, Napa, CA 94558. All documents must refer to Notification 1600-2012-0370-3.
- 3.2 Re-vegetation Annual Report. The Permittee shall submit an annual status report on the monitoring of planting to CDFW by December 31st of each year for a minimum of five (5) years or until success criteria are met. This report shall include the survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the re-vegetation effort, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included. If revegetation survival and/or cover requirements do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting.
- 3.3 Notification to the California Natural Diversity Database. If any special status species are observed in project surveys, Permittee or designated representative shall submit Natural Diversity Data Base (NDDDB) forms to the NDDDB for all preconstruction survey data within five (5) working days of the sightings, and provide to the CDFW's Regional office three (3) copies of the NDDDB forms and survey maps.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Jeff Phelan
JEP, LLC
12 Corporate Plaza Drive, Suite 150
Newport Beach, CA 92660
(949) 720-8000
jphelan@dctindustrial.com

To CDFW:

Department of Fish and Wildlife
Bay Delta Region
7329 Silverado Trail
Napa, CA 94558
Attn: Lake and Streambed Alteration Program
Notification #1600-2012-0370-R3
(707) 944-5563
suzanne.gilmore@wildlife.ca.gov

LIABILITY

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from 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.

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 FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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

AMENDMENT

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

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

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and 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 FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and 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 FGC 1605(b) through (e).

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

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2015, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

- A. *Phelan Ranch Stream Channel Restoration Project Mitigation, Monitoring and Reporting Plan* prepared by Analytical Environmental Services dated October 2012.

AUTHORITY

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

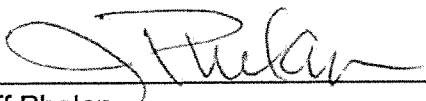
AUTHORIZATION

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

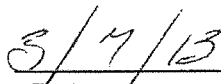
CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR PERMITEE



Jeff Phelan



Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Craig Weightman
Acting Environmental Program Manager

Date

Prepared by: S. Gilmore
Environmental Scientist

Date Sent: January 15, 2012



ANALYTICAL ENVIRONMENTAL SERVICES

March 7, 2013

Ms. Suzanne Gilmore
California Department of Fish and Game
Bay-Delta Region
7329 Silverado Trail
Napa, California 94558

Subject: Mitigated Monitoring and Reporting Plan and Construction Plan with Signature Page

Dear Ms. Gilmore:

On behalf of our client, Phelan Ranch, we are submitting signed SAA along with the enclosed revised MMRP which reflects the required Construction Plan and which necessitated the revisions. This submission of the Construction Plan, combined with the revised MMRP, is designed to comply with the Streambed Alteration Agreement requirements for the Phelan Ranch SAA as set to my client on Jan 15th 2013. I recognize the delay in signing this and although I misread the timeline, I wanted to complete the construction plan and ensure it was fully capable of being implemented. I trust the same terms will still apply even though the 30 days have lapsed.

We intend to include this revised MMRP and the Construction plan as part of the CWA Sec 404 and 401 applications as well. Please let us know if further amendments to the construction plan are needed.

Thank you in advance for your helpful contribution to complete this restoration and for getting the SAA into place.

Please let me know if you have any questions or require additional information. I may be reached by telephone at (916) 447-3479 or by email at pbontadelli@analyticalcorp.com.

Sincerely,

Pete Bontadelli
Director of Biology and Permitting

AUTHORITY

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

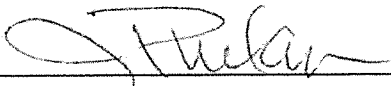
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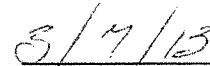
CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR PERMITEE



Jeff Phelan



Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Craig Weightman
Acting Environmental Program Manager

Date

Prepared by: S. Gilmore
Environmental Scientist

Date Sent: January 15, 2012