



Los Angeles County  
Department of Regional Planning

*Planning for the Challenges Ahead*



Richard J. Bruckner  
Director

October 22, 2015

TO: Pat Modugno, Chair  
Stephanie Pincetl, Vice Chair  
Doug Smith, Commissioner  
David W. Louie, Commissioner  
Curt Pedersen, Commissioner

FROM: Steven Jones   
Land Divisions Section

**Project No. 96101 – Second Amendment to Vesting Tentative Tract No. TR52047 -  
RPC Meeting: October 28, 2015 - Agenda Item: 8**

The above-mentioned item is a request to authorize a second amendment to Vesting Tentative Tract Map No. TR52047 for elimination of off-site grading, reconfiguration of a cul-de-sac and lot lines, realignment of a multi-use trail easement and improvement of on-site wetlands mitigation area within zone A-1-40,000 (Light Agricultural 40,000 Square Foot Minimum Required Area).

Please find enclosed articles of correspondence for the above referenced item that were received subsequent to hearing package submittal to the Regional Planning Commission. A copy of the streambed alteration agreement that requires the wetlands mitigation area has also been enclosed for your reference.

If you need further information, please contact Steven Jones at (213) 974-6433 or [sdjones@planning.lacounty.gov](mailto:sdjones@planning.lacounty.gov). Department office hours are Monday through Thursday from 7:00 a.m. to 6:00 p.m. The Department is closed on Fridays.

KS:SDJ

Enclosures: Correspondence from Mountains Recreation and Conservation Authority  
E-mail inquiries correspondence  
Streambed Alteration Agreement



MOUNTAINS RECREATION & CONSERVATION AUTHORITY  
Ramirez Canyon Park  
5810 Ramirez Canyon Road  
Malibu, California 90265  
Phone (310) 589-3230 Fax (310) 589-3237

September 16, 2015

Steven Jones  
Department of Regional Planning  
County of Los Angeles  
320 West Temple Street  
Los Angeles, California 90012

**Vesting Tentative Tract Map No. 052047-2  
Project No. R96101**

Dear Mr. Jones:

The Mountains Recreation and Conservation Authority (MRCA) offer the following comments on the proposed subdivision project to create 39 single-family lots and one open space lot south of Interstate 10, referred to as Vesting Tentative Tract Map No. 052047-2. We are deeply concerned about the visual and biological impacts that would result from the proposed project.

Our primary concern is the oak woodland drainage that courses through the site, which would be 100 percent massacred as a result of the proposed project. Additionally, the proposed project site is part of the freeway viewshed, and there is an adjacent public trail dedication along the western site boundary. Without question, the proposed project would result in significant visual and biological impacts. The MRCA sees no basis on which the County could issue a statement of overriding considerations for such impacts. We urge the County to require an Environmental Impact Report (EIR). The EIR should address project alternatives that would leave at least 50 percent of the site completely untouched by any grading, which should be set aside as a deed restriction, conservation easement, or fee simple dedication to a public agency.

We would like to be notified of any future updates or changes on the proposed project and thus, kindly request that our staff, Jessica Nguyen, be added to any notification list you may have for this project. We appreciate your consideration of our comments. If you have any questions, please contact Jessica Nguyen of our staff by phone at (310) 589-3230, extension 125, or by email at [jessica.nguyen@mrca.ca.gov](mailto:jessica.nguyen@mrca.ca.gov).

Sincerely,

Paul Edelman  
Chief of Natural Resources and Planning

## RE: Project No. 96101 - Tentative Tract Map No. 52047

Steven Jones

Wed 10/21/2015 9:33 AM

To: 'Cang Le' <cle@AdamsStirling.com>;

Hello,

Thanks for your e mail. The item is open to the public. The location is 320 W Temple Street, Room 150, Los Angeles, CA 90012.

The information is contained on our website (see link below).

Thanks,  
Steven Jones  
(213)974-6433

<http://planning.lacounty.gov/case/view/tr52047/>

---

**From:** Cang Le [mailto:cle@AdamsStirling.com]  
**Sent:** Wednesday, October 21, 2015 9:30 AM  
**To:** Steven Jones  
**Subject:** Project No. 96101 - Tentative Tract Map No. 52047

Dear Mr. Jones:

My firm represents the Les Maisons at Covina Highlands HOA, the development adjacent to the proposed Project No. 96101 (Tentative Tract Map No. 52047).

It is my understanding there is a hearing scheduled for October 28, 2015, at 9 a.m. concerning this project and a proposed 2<sup>nd</sup> amendment to the tract map. Can you confirm that the hearing is open to the public?

Secondly, could you forward a copy of the tentative tract map and other relevant information on the project?



Cang N. Le – Partner

Tel: (310) 945-0280 \* Fax: (310) 945-0281



[www.adamskessler.com](http://www.adamskessler.com)

[www.davis-stirling.com](http://www.davis-stirling.com)

[www.commercialcid.com](http://www.commercialcid.com)

OFFICES: Los Angeles | Orange County | Palm Desert | Riverside  
Sacramento | San Diego | San Francisco | Temecula | Ventura

# Re: Project No. 96101

Steven Jones

Thu 10/8/2015 7:22 PM

To: Guillermo Monge <[gmonge@tierrada.com](mailto:gmonge@tierrada.com)>;

Hello,

I wasn't able to give you a call today but I'll try for next Tuesday.

The map has been cleared for public hearing, so the only thing left is for them to receive an approval of authorization to make the changes to the 1999-approved/2003-amended map that are requested.

Requested amendments include eliminating off-site grading, shifts to lot lines and a cul-de-sac and wetlands mitigation area improvements.

If you need more information regarding the file material, please feel free to contact me. Thanks.

Steven Jones  
(213)974-6433

Sent from my iPhone

On Oct 7, 2015, at 10:30, Guillermo Monge <[gmonge@tierrada.com](mailto:gmonge@tierrada.com)> wrote:

Hi Steven,

Wanted to see what are the outstanding items to finalize the TM #52047 should the Planning Commission approve the amendment October 28<sup>th</sup>. Please give me a call at my office at your earliest convenience. Thank you.

Respectfully,

**Guillermo Monge**

*Vice President*

**TIERRA DEVELOPMENT ADVISORS**

4400 MACARTHUR BLVD, SUITE 970 :: NEWPORT BEACH, CA 92660

Office 949.379.5268 :: Fax 949.379.5264 :: Mobile 949.230.9631

[gmonge@tierrada.com](mailto:gmonge@tierrada.com) :: [www.tierradevelopmentadvisors.com](http://www.tierradevelopmentadvisors.com)

CA BRE #01724954

*NOTICE: The information contained in this electronic email and any accompanying attachment(s) is intended only for the use of the intended recipient(s) and may be confidential and/or privileged. If any reader of this communication is not an intended recipient, unauthorized use, disclosure or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return email, and delete the original message and all copies from your system.*

 Please consider the environment before printing this email.



State of California - The Natural Resources Agency

DEPARTMENT OF FISH AND GAME

South Coast Region  
3883 Ruffin Road  
San Diego, CA 92123  
(858) 467-4201  
www.dfg.ca.gov

EDMUND G. BROWN, JR., Governor

CHARLTON H. BONHAM, Director



10/31/2012

Robert Carr  
Breevast US, Inc.  
3600 Birch St. Suite 250  
Newport Beach, CA 92660  
(949) 757-7776  
rjcarr@earthlink.net

Subject: Extension of Lake or Streambed Alteration Agreement  
Notification No. 1600-2006-0435-R5  
Bridlevast Development Project

Dear Mr. Carr:

The Department of Fish and Game ("DFG") received your request to extend Lake or Streambed Alteration Agreement ("Agreement") and extension fee, for the above referenced agreement. DFG hereby grants your request to extend the Agreement from December 31, 2011 to December 31, 2017. Your request was received prior to the original expiration of 12/31/2011. To compensate for the year delay in DFG response, your requested new expiration date of Dec 31, 2016 has been extended to Dec 31, 2017. All other conditions in the original Agreement remain in effect.

Copies of the original Agreement and this letter must be readily available at project worksites and must be presented when requested by a DFG representative or other agency with inspection authority.

If you have any questions regarding this matter, please contact Sarah Rains at 805-498-2385 or srains@dfg.ca.gov.

Sincerely,

Sarah Rains  
Environmental Scientist

FOR DEPARTMENT USE ONLY				SARAH RAINS	
Date Received	Fee Enclosed	Approved?	Date Approved	Expiration Date	
9/29/11	\$ 224.00	<input checked="" type="checkbox"/> Yes <i>SR</i> <input type="checkbox"/> No	10/31/2012	12/31/2017	



STATE OF CALIFORNIA  
DEPARTMENT OF FISH AND GAME



**REQUEST TO EXTEND  
LAKE OR STREAMBED ALTERATION AGREEMENT**

Complete EACH field and attach additional pages if necessary. Please refer to the fee schedule and submit the correct fee with extension request.

**1. APPLICANT REQUESTING EXTENSION**

<i>If the applicant is a business, agency, or utility, please include the name of the applicant's representative, who should be an employee of the applicant.</i>					
Name	Bob Carr				
Business/Agency	Breevast US, Inc.				
Street Address	3600 Birch Street, Suite 250				
City, State, Zip	Newport Beach, CA 92660				
Telephone	(949) 757-7776	Fax	(949) 757-7788		
Email	rjcarr@earthlink.net				

**2. PROJECT INFORMATION**

Agreement number	1600-2006-0435-R5
Original expiration date	12/31/11
New expiration date requested	12/31/16
Specify: 1) the work that has been completed; 2) the work that needs to be completed; and 3) the amount of time needed to complete the work.	
<p>1. No work has begun on the site.</p> <p>2. We propose to alter the onsite streams in order to develop 39 single family residential lots on the 51.8-acre project site. Lots will range in size from 26,000 to 95,832 sq. feet. Site grading will be required to create building pads, internal roads and to correct potentially unstable slope conditions. Surficial materials include soil, alluvium, colluvium and landslide debris. Three landslides have been mapped on or near the property. The largest landslide occurs in the eastern portion of the property and extends off-site onto the Forest Lawn Memorial Park property. Another landslide occupies the western property boundary and was buttressed during the grading of Tract 46046 (located adjacent to the west). The third landslide occurs along the central portion of the site. In order to prepare the site for development, the County of Los Angeles requires that all onsite landslides be removed and re-compacted. As a result, the vast majority of the site will be graded. Approximately 675,230 cubic yards of earth material will be removed and re-compacted.</p> <p>3. Grading should take 12 months to complete.</p>	
<input type="checkbox"/> Continued on additional page(s)	

REQUEST TO EXTEND LAKE OR STREAMBED ALTERATION AGREEMENT

2. PROJECT INFORMATION, continued.

Specify the reason(s) for the extension request

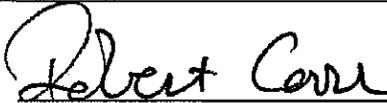
Forest Lawn is our neighboring property and they have undertaken an extensive landslide repair which has delayed our ability to start. The County of Los Angeles is requiring that their project be complete in order to identify the level of safety factor built into their repair meets the minimum safety requirements for our project to begin.

Continued on additional page(s)

**Note: The Department may not process this extension request until the extension fee has been received.**

3. SIGNATURE

I hereby certify that to the best of my knowledge the information in this extension request ("request") is true and correct and that I am authorized to sign this request as, or on behalf of, the applicant. I understand that if any information in this request is found to be untrue or incorrect, the Department may suspend processing this request. I understand also that if any information in this request is found to be untrue or incorrect, I and/or the applicant may be subject to civil or criminal prosecution.



Signature of Applicant or Applicant's Authorized Representative

9-27-11

Date

Robert Carr for Bizzuast US, Inc.

Print Name

**Note: If approved, a copy of this form must be available at the work site with the original agreement.**

(950)

BRIDLEVAST, INC.  
3800 BIRCH STREET, STE 250  
SUITE 250  
NEWPORT BEACH, CA 92660

WELLS FARGO-BRLDVST 950 OPER  
3600 BIRCH STREET, STE 250  
NEWPORT BEACH, CA 92660

91-119  
1221(1)

DATE  
09/27/11

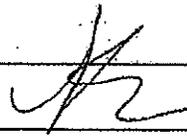
CHECK NO.  
000081

\$\*\*\*\*\*AMOUNT  
224.00\*

TWO HUNDRED TWENTY-FOUR AND NO/100 DOLLARS \*\*\*\*\*

PAY  
TO THE  
ORDER OF

CALIFORNIA DEPARTMENT  
OF FISH AND GAME  
4665 LAMPSON AVE SUITE C  
LOS ALAMITOS, CA 90720



MEMO *Permit 1603 1600-2006-0435-R5/1257-D2*

Void after 90 Days

⑈00008⑈ ⑆321270742⑆ 5076063204⑈

**CALIFORNIA DEPARTMENT OF FISH AND GAME**

South Coast Region  
4949 Viewridge Avenue  
San Diego, California 92123

Notification No.1600-2006-0435-R5

Page 1 of 9

**AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION**

THIS AGREEMENT, entered into between the California Department of Fish and Game, hereinafter called the Department, and Bob Carr, Breevast Us, Inc. (P.O.C. David J. Tanner, Environmental & Regulatory Specialist, Inc. 949-646-8948), 3600 Birch Street, Suite No. 250, Newport Beach, California 92660; Tel No. 949-757-7776, Fax No. 949-757-7788, hereinafter called the Operator, is as follows:

WHEREAS, pursuant to Section 1602 of the California Fish and Game Code, the Operator, on the 8<sup>th</sup> day of November, 2006, notified the Department that that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of, the following water(s): Unnamed tributary to Walnut Creek, Los Angeles County, California, Township 1 South, Range 9 West, San Dimas 7.5, Assessor's Parcel Number 8710-01-027; and

WHEREAS, the Department has determined that such operations may substantially adversely affect those existing fish and wildlife resources within the vicinity of the site, specifically identified as follows: amphibians: California treefrog (*Hyla cadaverina*), western toad (*Bufo boreas*), California slender salamander (*Batrachoseps attenuatus*); reptiles: side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*), southern alligator lizard (*Gerrhonotus multicarinatus*), western skink (*Eumeces skiltonianus*), coachwhip (*Masticophis flagellum*), gopher snake (*Pituophis melanoleucus*), western rattlesnake (*Crotalus viridis*); birds: least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax trailii extimus*), song sparrow (*Melospiza melodia*), Cooper's hawk (*Accipiter cooperii*), sharp-shinned hawk (*Accipiter striatus*), greater roadrunner (*Geococcyx californianus*); great horned owl (*Bubo virginianus*), northern flicker (*Colaptes auratus*), western wood-pewee (*Contopus sordidulus*), Nuttall's woodpecker (*Picoides nuttallii*), bushtit (*Psaltriparus minimus*), house wren (*Troglodytes aedon*), California towhee (*Pipilo chrysalis*), spotted towhee (*Pipilo maculatus*); mammals: desert cottontail (*Sylvilagus auduboni*), California ground squirrel (*Spermophilus beecheyi*), bobcat (*Lynx rufus*), coyote (*Canis latrans*), and mule deer (*Odocoileus hemionus*); riparian vegetation which provides habitat for those species: southern California black walnut (*Juglans californica californica*), western sycamore (*Platanus racemosa*), black willow (*Salix goodingii*), arroyo willow (*Salix lasiolepis*), sandbar willow (*Salix exigua*), mule fat (*Baccharis salicifolia*), poison oak (*Toxicodendron diversilobum*), coast live oak (*Quercus agrifolia*); and all other aquatic and wildlife resources, including that riparian vegetation which provides habitat for such species in the area.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during the Operator's work. The Operator hereby agrees to accept the following measures/conditions as part of the proposed work.

If the Operator's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to the Department.

Failure to comply with the provisions of this Agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5937, and 5948, may result in prosecution.

Nothing in this Agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable Federal, State, or local laws or ordinances. A consummated Agreement does not constitute Department's endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

This Agreement becomes effective the date of the Department's signature and terminates December 31, 2011, for project activities only. This Agreement shall remain in effect for that time necessary to satisfy the terms/conditions of this Agreement.

Pursuant to Section 1600 *et seq.*, the Operator may request one extension of the Agreement; the Operator shall request the extension of this Agreement prior to its termination. The one extension may be granted for up to five years from the date of termination of the Agreement and is subject to Departmental approval. The extension request and fees shall be submitted to the Department's South Coast Region office at the above address, Attn: Streambed. If the Operator fails to request the extension prior to the Agreement's termination, then the Operator shall submit a new notification with fees and required information to the Department. Any construction/impacts conducted under an expired Agreement are a violation of Fish and Game Code Section 1600 *et seq.* For complete information see Fish and Game Code Section 1600 *et seq.*

All provisions of this Agreement remain in force throughout the term of the Agreement. Any provisions of the Agreement may be amended or the Agreement may be terminated at any time provided such amendment and/or termination is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously negotiated provisions.

It is understood that the Department has entered into this Streambed Alteration Agreement for purposes of establishing protective provisions for fish and wildlife. The decision to proceed with the project is the sole responsibility of the Operator, and is not required by this Agreement. It is further agreed that all liability and/or incurred cost related to or arising from the Operator's project and the implementation of the fish and wildlife protective conditions of this Agreement, remain the sole responsibility of the Operator. The Operator agrees to hold harmless the State of California and the Department against any related claim made by any party or parties for personal injury or any other damages.

The Department reserves the right to suspend or cancel this Agreement under one or more of, but not limited to, the following circumstances:

- a. the Department determines that the information provided by the Operator in support of the Notification/Agreement is incomplete or inaccurate;
- b. the Department obtains new information that was not known to it in preparing the terms and conditions of the Agreement;
- c. the project or project activities as described in the Notification/Agreement change; and
- d. the conditions affecting fish and wildlife resources change or the Department determines that project activities will result in a substantial adverse effect on the environment.

Before any suspension or cancellation of the Agreement, the Department will notify the

Operator in writing of the circumstances which the Department believes warrant suspension or cancellation. The Operator will have seven (7) working days from the date of receipt of this notification to respond in writing to the circumstances described in the Department's notification. Upon receipt of the Department's notification, the Operator shall cease all project activities specified in the notification, until the Department informs the Operator in writing that methods and/or measures have been identified, agreed upon, and shall be implemented to adequately address the reasons for Department Notification.

The Department reserves the right to enter the project site at any time to ensure compliance with terms/conditions of this Agreement.

### **Project Location**

The project area is located within unnamed drainage, tributary to Walnut Creek in Los Angeles County adjacent to the community of West Covina.

### **Project Description**

The Operator proposes to alter the streams by developing 39 single family residential lots on the 51.8-acre project site. Lots will range in size from 26,000 to 95,832 sq. feet. Site grading will be required to create building pads, internal roads and to correct potentially unstable slope conditions. Surficial materials include soil, alluvium, colluvium and landslide debris. Three landslides have been mapped on or near the property. The largest landslide occurs in the eastern portion of the property and extends off-site onto the Forest Lawn Memorial Park property. Another landslide occupies the western property boundary and was buttressed during the grading of Tract 46046 (located adjacent to the west). The third landslide occurs along the central portion of the site. In order to prepare the site for development, the County of Los Angeles requires that all onsite landslides be removed and re-compacted. As a result, the vast majority of the site will be graded. Approximately 675,230 cubic yards of earth material will be removed and re-compacted (excluding remedial earth quantities). Site grading will be balanced on-site and occur over 36± of the site's 51.8 acres, as well as 4.9 acres on the adjacent forest Lawn Memorial Park property offsite to the east. A total of 2.92 acres of Department jurisdiction is present on the site, all of which will be impacted by the proposed project. Streams and associated wetland/riparian resources are vegetated with southern California walnut woodland dominated by southern California black walnut (*Juglans californica californica*), southern sycamore riparian woodland dominated by western sycamore (*Platanus racemosa*) and coast live oak (*Quercus agrifolia*), southern willow scrub dominated by black willow (*Salix goodingii*), arroyo willow (*Salix lasiolepis*), sandbar willow (*Salix exigua*), mule fat (*Baccharis salicifolia*), and freshwater marsh dominated by cattails (*Typha* sp.) Several photographs of the work area and adjacent stream and riparian vegetation were taken on February 20, 2001. These photographs are kept in the Department's project file.

### **CONDITIONS**

The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities subject to Fish and Game Code Section 1600 *et seq.* and not specifically agreed to and resolved by this Agreement shall require separate notification..

## General

1. If the Operator or any of the individuals mentioned below violate any of the terms or conditions of this Agreement, all work shall terminate immediately and shall not proceed until the Department and Operator determine what actions are necessary to address the violations.
2. The agreed work includes activities associated with project location and project description described above. Specific work areas are described in the documents submitted by the Operator, including the Notification of Lake or Streambed Alteration dated February 20, 2001, the project questionnaire dated February 20, 2001, and the new notification package dated November 8, 2006, Streambed Alteration Agreement Number R5-2001-0083, the wetland delineation report dated July, 2000, the Biota Report dated December 16, 1996, The Individual Permit Application submitted to the U.S. Army Corps of Engineers dated August 28, 2000, the Initial Study Determination Letter/Mitigated Negative Declaration prepared by Los Angeles County Department of Regional Planning dated September 2, 1998, a 100-scale map "Tentative Tract Map No. 52047" dated February 16, 2001, and a 100-scale map depicting 0.32-acre of on-site wetland mitigation "Alternate B Onsite Restoration" dated November 28, 2000. The project shall be implemented as proposed in the aforementioned documents unless directed differently by this agreement.
3. The Operator shall provide a copy of this Agreement to all contractors, subcontractors, and the Operator's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work and must be presented to any Department personnel, or personnel from another agency upon demand.
4. The Operator shall notify the Department, in writing, at least five (5) days prior to initiation of project activities and at least five (5) days prior to completion of project activities. Notification shall be sent to the Department at the South Coast Region office, Attn: Streambed, SAA#1600-2006-0435-R5.

## Impacts

5. The Operator shall not impact more than 2.92 acre, all of which are permanent impacts. Disturbance or removal of vegetation shall be limited to the existing vegetation associated with the 2.92-acre jurisdictional area to be impacted. The disturbed portions of any remaining stream channels shall be restored. Restoration shall include contouring and the revegetation of stripped or exposed areas with vegetation native to the area.

## Mitigation

6. The Operator shall submit a Revegetation/Mitigation Plan (Mitigation Plan) for Department review and approval within 60 days of signing this Streambed Alteration Agreement. The Operator shall receive Department approval of the Mitigation plan prior to project initiation/impacts. The Mitigation Plan shall: identify one or more specific, onsite habitat restoration areas and include enhancement of other identified areas for a minimum of: 5.64 acres of California walnut woodland/southern sycamore riparian woodland dominated by southern California black walnut (*Juglans californica californica*), western sycamore (*Platanus racemosa*), and coast live oak (*Quercus agrifolia*) (3:1 for the permanent impacts); 2.08 acres of southern willow scrub dominated by black willow (*Salix goodingii*), arroyo willow (*Salix lasiolepis*), sandbar willow (*Salix exigua*), mule fat (*Baccharis salicifolia*), and freshwater marsh dominated by cattails (*Typha* sp.) (2:1 for the permanent impacts). The mitigation ratio

for southern willow scrub may be increased if special-status avian species are identified during spring 2007 surveys. The Mitigation Plan shall include a cost estimate, a long-term maintenance provision, and include a plant palette. The mitigation area(s) will be subject to the Department's approval, and shall be located within or adjacent to sites supporting similar vegetation communities (i.e., walnut woodland, southern sycamore riparian woodland, southern willow scrub). Revegetation shall use only native species subject to the Department's approval, including a variety of native understory species. The mitigation plan will include a mitigation schedule, an irrigation plan, a plant palette, a description of long-term maintenance and monitoring activities, monitoring methods, and contingency plans. An independent biological monitor shall be retained to oversee the mitigation installation, maintenance, and monitoring.

7. All native coast live oak (*Quercus agrifolia*), southern California black walnut (*Juglans californica californica*) and western sycamore (*Platanus racemosa*) over four inches total diameter at breast height (DBH) shall be mapped on a minimum 100-scale site plan with the DBH recorded for each tree. This map shall be submitted to the Department for review prior to approval of the mitigation plan. All coast live oak, western sycamore, and southern California black walnut over four inches DBH that are damaged or destroyed as a result of the proposed project shall be replanted with rooted plants in liners or one gallon containers at the following ratios: replace trees less than 8 inches DBH at a 3:1 replacement-to-impact ratio, trees from 8 to 20 inches at 5:1 ratio, trees from 20 to 36 inches at 10:1 ratio, and trees 36 inches or greater at a 20:1 ratio. In order to determine if the revegetation techniques used have been successful, the plant species listed below shall be planted pursuant to the following on-center spacings and shall achieve the minimum heights at the end of three and five years. If the minimum heights are not achieved, the Operator may be responsible for taking the appropriate corrective measures as determined by Department representatives. The Operator shall be responsible for any costs associated with the revegetation or in subsequent corrective measures.

SPECIES	SIZE OF STOCK	PLANTING CENTERS	HEIGHT	
			3 years	5 years
Arroyo Willow	1 g/liner	8 ft	10 ft	15 ft
Black Willow	1 g/liner	8 ft	12 ft	18 ft
Sandbar Willow	1 g/liner	5 ft	4 ft	6 ft
Sycamore	1 g/liner	20 ft	5 ft	9 ft
Coast Live Oak	1 g/liner	20 ft	3 ft	6 ft
CA Black Walnut	1 g/liner	20 ft	7 ft	12 ft

8. Revegetation may be implemented using seeds, cuttings, or container stock. All planted container stock and cuttings shall have a minimum of 80% survival the first year and 100% survival thereafter. Cuttings and/or container stock washed out by floods shall be replaced

immediately. Recruits of native riparian species will be allowed to colonize the mitigation area(s), and may increase the total native cover. The mitigation area(s) shall attain 75% cover with native riparian plant species after 3 years and 90% cover with native riparian plant species after 5 years for the life of the project. If the height and cover requirements have not been met, the Operator is responsible for replacing plant materials to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting.

9. Any mitigation activities associated with the removal of exotic species or mitigation site preparation must not take place from March 1 to September 15 to avoid impacts to nesting birds. If herbicides are to be used, a licensed Pest Control Operator (PCO) may work under the supervision of a Pest Control Advisor (PCA) who shall employ best management practices regarding the timing, quantity, and type of herbicide. Exotic species removal methods will be developed by the PCA in consultation with the biological monitor in order to avoid impacts to surrounding native vegetation. The PCA will determine both immediate and follow-up herbicide application to these species. The PCA will choose herbicides known for their effectiveness in killing the roots of exotic species, and for their ability to degrade quickly in sunlight or soil, minimizing residual effects to native species. All native vegetation will be preserved during this work. Herbicide treatments may be repeated as determined by the PCA. If soils are determined to be compacted, they will be loosened to a depth of two feet. Prior to planting, the soil will be evaluated for adequacy as a rooting medium for the proposed plantings. If necessary the soil will be amended in order to create proper conditions.

10. Installation of plant materials shall take place between October 1 and April 30 to take advantage of the winter rainy season.

11. All plant material associated with revegetation shall be installed no later than April 30, ~~2005~~ ~~2004~~ 

12. The mitigation area(s) will be maintained to be free of exotic weeds and trash, and will be monitored for vandalism or other threats.

13. An annual report shall be submitted to the Department by Jan. 1 of each year for 5 years after planting. This report shall include the survival, % cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included.

14. All planting shall have a minimum of 80% survival the first year and 100% survival thereafter and/or shall attain 75% cover of native woody species after 3 years and 90% cover of native woody species after 5 years for the life of the project. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting. Irrigation shall be stopped two years prior to achieving the success criteria.

15. If after 3 years of monitoring the mitigation meets the 5-year success criteria, AND the Department reviews and approves the mitigation status in writing, the Operator may consider the sites have been successful and cease monitoring.

16. Nonnative species shall comprise less than 5% of the cover after 5 years. Invasive species consisting of, but not limited to, Arundo (*Arundo donax*), tree tobacco (*Nicotiana glauca*), pepper tree (*Schinus sp.*), Ailanthus (*Ailanthus altissima*), tamarisk (*Tamarix sp.*), perennial pepperweed (*Lepidium latifolium*), Russian thistle (*Salsola tragus*), Mexican fan palm (*Washingtonia robusta*), tamarisk (*Tamarix sp.*), giant creek nettle (*Urtica dioica*), castor bean (*Ricinus communis*), shall comprise 0% of the cover at the end of the 5-year monitoring period. If the survival and cover requirements have not been met, the Operator is responsible for replacement planting to achieve these requirements.

17. All disturbed portions of the streambed or banks shall be restored to the pre-existing condition or better. Where appropriate, restoration shall include the revegetation of stripped or exposed areas with only native vegetation local to the area or by planting mixed hydro seeding.

18. A security (e.g. an irrevocable letter of credit, pledge savings account or CD) for the mitigation costs may be required. If deemed necessary by the Department, the security shall be submitted to the Department prior to initiation of construction activities. This amount shall be based on a cost estimate which shall be submitted to the Department for approval within 30 days of signing this Agreement. The security shall be approved by the Department's legal advisors prior to its execution, and shall allow the Department at its sole discretion to recover funds immediately if the Department determines there has been a default.

#### **Fish and Wildlife Protection**

19. The operator shall retain an independent, qualified biologist with the necessary federal permits to conduct protocol surveys for least Bell's vireo (*Vireo bellii pusillus*) during the spring of 2001. If least Bell's vireo or southwestern willow flycatcher (*Empidonax trailii extimus*) migrants or nesting pairs are identified on the site, the operator shall immediately notify the Department. If the project is determined to have the potential to result in "take" of species of plants or animals listed under the California Endangered Species Act (CESA), the operator must obtain a CESA permit prior to the continuation of work. The mitigation ratio for southern willow scrub may be increased if special-status avian species are identified during spring 2007 surveys.

20. The Removal of vegetation within the stream from March 1 to September 15 must avoid impacts to nesting birds. If vegetation must be cleared within this period, an independent, qualified biologist with the appropriate federal permits shall survey the site no more than three days prior to the construction period for a duration adequate to determine the presence or absence of nesting birds.

21. The Operator shall ensure that no nesting birds would be impacted by the project. If the biological monitor identifies active nests within 200 feet of the edge of the proposed impact area(s), a minimum 50-foot (200 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the project.

22. No equipment shall be operated in ponded or flowing areas.

23. Disturbance or removal of vegetation shall not exceed the limits approved by the Department.

24. Installation of bridges, culverts, or other structures shall be such that water flow is not impaired. Bottoms of temporary culverts shall be placed at stream channel grade; bottoms of permanent culverts shall be placed at or below stream channel grade.

25. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

26. Water containing mud, silt or other pollutants from aggregate 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.

27. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.

28. Staging/storage areas for equipment and materials shall be located outside of the stream.

29. If a stream's low flow channel, bed or banks/lake bed or banks have been altered, these shall be returned as nearly as possible to their original configuration and width, without creating future erosion problems.

30. Spoil sites shall not be located within a stream/lake, where spoil shall be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.

31. Materials associated with project related activities shall be prevented from contaminating the soil and/or entering the waters of the state. These materials include (but are not limited to) the following: 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. These materials, placed within or where they may enter any stream, by the Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.

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

33. The Operator shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the operator to ensure compliance.

34. No equipment maintenance shall be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter these areas under any flow.

35. The Operator shall provide a copy of this Agreement to all contractors, subcontractors, and the Operator's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work and must be presented to any Department personnel, or personnel from another agency upon demand.

**CONCURRENCE**

Breevast US, Inc.

Robert J. Carr 8.24.09  
(signature) (date)

Robert J. Carr, Manager

CALIFORNIA DEPT. OF FISH AND GAME

Stephen M. Juarez 23 Oct 09  
(signature) (date)

~~Michael J. Mulligan, Deputy Regional Manager~~

STEPHEN M. JUAREZ  
ENVIRONMENTAL PROGRAM MANAGER



