

# **Appendix B: Streambed Alteration Permit**



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

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



August 4, 2016

Perry Hariri  
ACD-TI Oakley, LLC, a Delaware LLC  
235 W. Main Street  
Los Gatos, CA 95030

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2015-0335-R3  
ROCK SLOUGH BRIDGE PROJECT

Dear Mr. Hariri:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Rock Slough Bridge Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the East Cypress Corridor Specific Plan Supplemental Environmental Impact Report (State Clearing House No. 2004092011) prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Robert Stanley, Environmental Scientist at (707) 944-5573 or [robert.stanley@wildlife.ca.gov](mailto:robert.stanley@wildlife.ca.gov).

Sincerely,

James Starr  
Environmental Program Manager  
Bay Delta Region

cc: Perry Hariri; [perry@fortbay.com](mailto:perry@fortbay.com)  
Owen Poole; [owen@realestatesvs.com](mailto:owen@realestatesvs.com)  
Marylee Guinon; [maryleeguinson@gmail.com](mailto:maryleeguinson@gmail.com)  
Lieutenant Garrett, CDFW  
Warden Jacobsen, CDFW

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

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**STREAMBED ALTERATION AGREEMENT**

NOTIFICATION No. 1600-2015-0335-R3  
Rock Slough

Perry Hariri  
ACD-TI Oakley LLC. a Delaware LLC.  
235 W. Main Street  
Los Gatos, CA 95030

**ROCK SLOUGH BRIDGE**

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the ACD-TI Oakley, LLC. as represented by Perry Hariri.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on September 21, 2015 that 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, 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 across Rock Slough in the City of Oakley, Contra Costa County in the State of California. The Project site is located at Latitude; 37 59 32.82 N, Longitude; 121 38 50.22 W, Township 2N, Range 3E, Section 34, in the U.S. Geological Survey Map (USGS) of Brentwood in the Mt. Diablo Meridian.

## PROJECT DESCRIPTION

The Project is associated with the 2,546 acre area zoned for the East Cypress Corridor. The development of the East Cypress Preserve Residential Project will develop up to 310.8 acres with up to 2,400 residential units, 24.7 acres of commercial use, 19.8 acres of public schools, 24.8 acres of parks, 3.6 acres of common area, 455.8 acres of open space/easements and preserves, 22.6 acres of gas well sites, 133.9 acres of wetlands/dunes, 76.3 acres of flood control levees and 174.3 acres of roads.

The Project is limited to the Rock Slough Bridge that will span Rock Slough and connect with Byron Highway to the south as shown in Exhibit C. The structure will be comprised of three spans of precast-pre-stressed (PC/PS) concrete voided slab girders sitting on reinforced concrete two-column piers and seat-type abutments. The total length of the span will be approximately 220 feet and the width will be approximately 56 feet. The length of the bridge over the slough will be approximately 210 feet (Exhibit F); a total of 12,320 square feet (0.028 acre) of structure over Rock Slough will result from construction of the bridge. The height of the bridge will be a minimum of 10 feet above Mean High Water Level.

Temporary Construction Trestles. Two temporary work trestles will be constructed on both ends of the bridge to provide working platforms during bridge construction (Exhibit F). Prior to construction of the work trestles, twenty-four (24) 14-inch steel pin piles for pile driving templates will be installed using a vibratory hammer; use of an impact hammer is not anticipated (Exhibit G). Each work trestle will be supported by six (6) 24-inch steel trestle piles installed in the water and two (2) 24-inch steel trestle piles installed on land, for a total of twelve (12) 24-inch piles installed in the water and four (4) installed on land. The 24-inch steel shell pipes for the construction of the temporary trestles will be imbedded approximately 40 feet and will be installed by vibratory hammer. The work trestles will be 30 feet wide and will extend approximately 50 feet over the water in Rock Slough from each side. The steel trestle piles will initially be driven into the bottom of the slough with a vibratory hammer; it may be necessary to use an impact hammer to drive the final length. Sound generated from driving the temporary piles will be attenuated by installing and operating a bubble curtain/ bubble tree or some other form of approved attenuation device.

Permanent Bridge Construction. The permanent bridge piles will require driving four sets (8 total) 48-inch diameter CISS (cast in steel shell) piles in Rock Slough. The CISS piles consist of a steel shell containing a reinforced concrete core. The CISS piles will initially be driven into the bottom of the slough with a vibratory hammer; it is likely that an impact hammer be used to drive the final length. The CISS permanent piles will be imbedded 60–80 feet into the bed of Rock Slough. The contractor will install the permanent shell for the CISS piles within oversized steel casings. Sound generated from driving the permanent piles will be attenuated by either maintaining a dewatered void within the oversize steel casings or allowing water to fill the space within the oversized steel casings and installing and operating a bubble curtain or bubble trees

between the casings and the permanent piles throughout the pile driving operation. During pile installation, noise will be monitored and limited to a predetermined threshold. Abutments will be placed on land at the north end and south ends of the bridge. The abutments will be constructed above the 300-year flood elevation, and will not require any in-water work. The slopes of both sides of Rock Slough have existing rock rip-rap extending from the waters of Rock Slough to the tops of the levee roads. A portion of this existing rip-rap would be temporarily removed to allow construction of the abutments and work trestles. No new rock rip-rap will be required to armor the abutments in order to prevent scour and erosion. The first year's in-water work will include pile driving (vibratory) for temporary work trestles, CISS pile driving (vibratory first and impact only if necessary) and placement, and removal of the temporary work trestles and templates. It will take approximately three weeks to construct the trestles, including driving the in-water 14-inch steel pin piles and the 24-inch steel trestle piles. The length of time to vibrate in each CISS pile is estimated at four (4) hours per pile. If an impact hammer must be used to drive or proof the piles, it is estimated to take two (2) hours per pile. Driving of the eight CISS 48-inch piles will be scheduled to occur over four days. The bridge shall be constructed as specified in Exhibit A, E, F, G and H, unless specified otherwise under the terms of this Agreement.

Equipment to be employed will be limited to crawler cranes, vibratory pile driving hammers, hydraulic power packs, impact hammers, clam shells, excavators, drill rigs, loaders, haul trucks, concrete placing booms, and concrete ready mix trucks.

## PROJECT IMPACTS

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

- Nesting and migratory birds
- Aquatic and terrestrial species
- Giant garter snake (*Thamnophis gigas*) State threatened
- Pacific pond turtle (*Emys marmorata*) State species of special concern
- Delta smelt (*Hypomesus transpacificus*) State endangered
- Longfin smelt (*Spirinchus thaleichthys*) State threatened

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

- Disruption to nesting birds
- Disturbance, injury or take of aquatic & terrestrial species
- Permanent impact to 34.2 square feet of in-channel habitat
- Permanent impact to 72 linear feet of stream (12,354.2 square feet)
- Temporary impact to 600 square feet of stream bed, bank and channel habitat

## COMPENSATORY ACTIONS

- Re-vegetate or seed disturbed soils

- Recording of Conservation Easement over South Preserve Mitigation Plot
- Installation of Artificial Raptor Roost Post
- Compliance with Terms & Conditions of the ECCC HCP/NCCP

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

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Project Description Adherence. The Permittee shall complete all work as presented in the Project Description section and Exhibits A-H of this Agreement. Any alterations or plan changes to the Project Description or exhibits shall be submitted by the Permittee to CDFW for acceptance prior to the commencement of work. Any alterations or plan changes conducted without prior acceptance from CDFW may be grounds for suspension or revocation of this Agreement.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement and the Project proponent shall provide the necessary safety equipment for the CDFW personnel to enter the site.
- 1.6 Inspections. CDFW personnel may inspect the work performed at the Project site at any time. As a result of field inspection, CDFW may require additional conditions be applied to protect sensitive biological resources. Such conditions may be amended into this Agreement with the consent of both parties.

- 1.7 Access to Property Not Owned by Permittee. This Agreement does not grant the Permittee authority to enter, use, or otherwise encroach upon the property rights of individuals, or organizations not party to this Agreement. The Permittee shall obtain written authorization from outside parties, in accordance with applicable laws, if access to property not owned by the Permittee is necessary.
- 1.8 Unauthorized Take. The Permittee shall comply with all applicable State and federal laws, including the California and Federal Endangered Species Act. This Agreement does not authorize the take of any State or federally endangered listed species. This Agreement does not authorize the take of species without take coverage under the East Contra Costa Habitat Conservation Plan/Natural Community Conservation Plan (ECCC HCP/NCCP). Liability for any take of such species remains the responsibility of the Permittee for the duration of the project. Any unauthorized take of listed species may result in prosecution and nullification of this Agreement.
- 1.9 Final Plans. Permittee shall submit 100% plans to CDFW for acceptance prior to initiating construction.
- 1.10 Notification of Work Initiation/Completion. Permittee will notify CDFW forty-eight (48) hours prior to the initiation of construction, and forty-eight (48) hours following completion of work. Initial notification shall include the name(s) and contact information of the person(s) overseeing the Project site as well as a Project schedule that includes the start date, estimated end date, weekly work days and hours of operation. Permittee shall submit the notification by mail or email to [robert.stanley@wildlife.ca.gov](mailto:robert.stanley@wildlife.ca.gov) with reference to this Agreement.
- 1.11 Day to Day Extension If the Permittee needs more time to complete the authorized activity, the work period may be extended on a day-to-day basis at the discretion of CDFW. To obtain this authority please contact Robert Stanley, Environmental Scientist at (707) 944-5573.
- 1.12 Definitions. The following definitions shall apply throughout this Agreement:
- Qualified Biologist – a person with a combination of academic training and professional experience in the biological sciences employed by the Permittee who has undergone training in avoidance and minimization measures specific to special-status species potentially present at a given site. The Designated/Qualified Biologist must be approved in advance by CDFW.
  - Biological Monitor – person(s) appointed by the Designated/Qualified Biologist who are responsible for ensuring that the measures of this Agreement are properly performed to protect against take when the Designated/Qualified Biologist is not present. The appointed Biological Monitor(s) are required to have completed the pre-construction training and must be familiar with the avoidance and minimization measures of this Agreement.

- Debris - non-living vegetative or woody matter, trash, concrete rubble, etc. This definition does not include living vegetation.
- Environmentally Sensitive Fencing - a fencing system installed to prohibit entry by onsite personnel and equipment to protect sensitive natural resources.
- Raptors – birds that belong to the order Strigiformes and Falconiformes (birds of prey).
- Heavy Equipment - any equipment larger than a light pick-up truck.
- Project Boundary –the boundary line at which no work will occur outside of for the Project as described in this Agreement and as illustrated by the permanent and temporary impact areas Designated in Exhibits A –H of this Agreement.
- Reasonable dispersal distance – the distance from a particular location, such as a CNDDDB occurrence or location or a critical habitat location that a given species would be expected to disperse from for mating, breeding, foraging, nesting, and other activities. The reasonable dispersal distance can be determined on a species by species level based on current scientific literature. For example, CNDDDB occurrences of California red-legged frog (CRLF) in a given creek indicate a high likelihood that this species occurs downstream within the same creek system because flows provide easy downstream dispersal.
- Restoration – a general term used to refer collectively to all physical modifications to existing conditions (i.e., removal of hardscape, re-contouring, planting, invasive species control activities, modification of hydrology, and other activities) needed to enhance, replace or supplement natural habitat functions. Re-contouring alone is not considered “restoration,” nor does the term include replacement of one type of functioning habitat with another (e.g., riparian woodland for wetlands).
- Special-Status Species - any species identified as a candidate or sensitive species in local or regional plans, policies or regulations, or by CDFW or the U.S. Fish and Wildlife Service as threatened or endangered, candidate species, species of special concern, or fully protected species. Plants on Lists 1A, 1B, or 2, published by the California Native Plant Society, are also considered special-status species.
- Take - as defined in Section 86 of the California Fish and Game Code.

## **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 East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (ECCC HCP/NCCP) Pre-Construction Surveys and Avoidance Measures. All survey protocols, avoidance and minimization measures, and construction monitoring as specified in the ECCC HCP/NCCP are to be implemented and adhered to by the Permittee and representatives of the Permittee including all on-site personnel, employees, and contractors.
- 2.2 Bridge Design and Construction. The Rock Slough Bridge shall be installed in compliance with the appropriate stream setback measures as required by Conservation Measure 1.7 of the ECCC HCP/NCCP, or shall pay the appropriate stream setback encroachment fee as required by the ECCC HCP/NCCP. In addition the bridge design will adhere to the appropriate design requirements of Conservation Measure 1.14 of the ECCC HCP/NCCP.
- 2.3 Work Limit – Seasonal Restriction. To minimize adverse impacts to fish and wildlife and their habitats, work within streams will be limited from August 1 to November 30<sup>th</sup>. Construction of the bridge piers and deck shall not span more than one construction season, exceptions may be granted upon approval from CDFW. Re-vegetation work above the mean high water level may be done at any time, provided that appropriate erosion control best management practices (BMP's) are implemented. The work period may be extended on a week/day to week/day basis upon CDFW approval.
- 2.4 Construction Work Hours. No Project activity will be initiated until thirty (30) minutes after sunrise and all Project activity will cease thirty (30) minutes prior to sunset.
- 2.5 Work Limit – Lighting. All lighting shall be turned off thirty (30) minutes prior to sunset, unless required for safety or security purposes. All Project lighting left on after sunset will focus only on areas of impact to avoid light pollution to natural and sensitive areas outside the Project limits and avoid disruption to nocturnal wildlife behavior.
- 2.6 Work Limit – Precipitation. Work will be restricted to periods with minimal or no precipitation to minimize bank disturbance and erosion. No phase of the Project shall be initiated if the 72-hour forecast from the National Weather Service (<http://www.nws.noaa.gov>) predicts a 30% or greater chance of rain. If an unanticipated storm event occurs during construction, the Permittee shall inspect all sites currently under construction and scheduled to begin work within 72 hours for indications of bank erosion and/or channel sedimentation; if noticeable erosion or sedimentation has occurred, the Permittee shall implement additional erosion control features and consult with CDFW regarding corrective actions. If a precipitation event exceeding ¼-inch of rain over a 24-hour period occurs, Permittee shall wait a minimum of 24 hours before resuming construction.

- 2.7 High Tide Restriction. No work shall occur during extreme high tides, 6.5 feet or above as measured at the Benicia-Martinez Bridge, or where there is potential for tidal species to move to higher ground.
- 2.8 Equipment in Stream. No equipment shall be operated in wetted portions of natural or engineered streams, channels or sloughs including but not limited to ponded, flowing, or wetland areas at any time, unless the area has been properly dewatered using an approved water diversion system as accepted by CDFW. Equipment may be operated from above the top of the bank as specified in this Agreement.
- 2.9 Access and Staging Areas. All staging will be located in a dry, upland location, a minimum of two-hundred (200) feet away from the top of the banks at Rock Slough, unless a bermed and lined refueling area is constructed and hazardous material absorbent pads are available in the event of a spill. All staging areas shall be encompassed by exclusionary fencing and will be limited to the minimum number feasible to complete the project. Alternative locations may be submitted to CDFW for approval.

#### **Wildlife Protection – Terrestrial Resources**

- 2.10 Qualified Biologist. At least fourteen (14) days before initiating ground- or vegetation-disturbing activities, the Permittee shall submit to the CDFW in writing the name, qualifications, business address, and contact information for a Qualified Biologist. Permittee shall obtain CDFW's written approval of the Qualified Biologist prior to the commencement of Project activities in the stream. The Qualified Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site including Delta smelt, giant garter snake, Pacific pond turtle and other species known to exist within the vicinity of the Project and listed in this Agreement. The Qualified Biologist shall be responsible for monitoring Project related activities as required by terms of this Agreement.
- 2.11 Biological Monitor. A Biological Monitor appointed by the Qualified Biologist shall be present on site at all times and the Qualified Biologist shall be available to arrive on site within a reasonable amount of time (one (1) to two (2) hours) when not required on site as per the terms of this Agreement. If the Qualified Biologist or Biological Monitor is required and witnesses a potential violation of this Agreement, s/he shall contact CDFW immediately. Failure to consult immediately with CDFW on potential violations shall constitute grounds for CDFW to revoke the Qualified Biologist's monitoring authority and require the Permittee to stop work until another Qualified Biologist has been approved. If the Qualified Biologist appoints a Biological Monitor to oversee work activities, the Biological Monitor shall have training in avoidance and minimization measures specific to special-status species potentially present at the site. At a minimum, the Biological Monitor shall have attended the On-Site Education training specified in Condition 2.13 in

this Agreement. If asked by CDFW or another agency, the Biological Monitor shall be able to demonstrate familiarity with the terms and conditions of this Agreement.

2.12 Monitoring Requirements. The Qualified Biologist shall be present on site during the following activities:

- 2.12.1 All de-watering and flow-diversion system installation and removal.
- 2.12.2 All excavation activities that occur in the bed, bank or channel of Rock Slough.
- 2.12.3 All installation and removal of support piles for temporary and permanent structures.
- 2.12.4 All pouring of any cementitious materials that occurs over the active channel.
- 2.12.5 All removal and replacement of rock slope protection.
- 2.12.6 All initial setups, initial inspections and final removal of any exclusionary fencing and environmentally sensitive area fencing systems.
- 2.12.7 As required by the terms of this Agreement.

2.13 On-Site Education. All employees, contractors, or personnel working on Project site covered under this Agreement will take part in a Permittee provided pre-construction training course prior to performing any on-site activities. The program shall consist of a presentation from the Qualified Biologist that includes a discussion of the habitat types, the species present and biological significance of those habitats and species identified in this Agreement. The Qualified Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present on site, legal protections for those species, penalties for violations, and Project-specific measures included in this Agreement. Interpretation shall be provided for non-English speaking employees, contractors, or personnel otherwise working on the Project site prior to their performing work on-site. Upon completion of the education program, employees, contractors, or personnel otherwise working on the Project sites shall sign a form stating they attended the program and understand all protection measures. A handout that summarizes the education program including images of special status species shall also be distributed to all personnel working on the Project and the handout shall be made available on site as part of the Agreement folder required on site. These forms shall also be filed at the worksite offices and be made available to CDFW upon request. The sign in sheet of employees shall be submitted to CDFW along with handout material after completion of the Program. All new employees shall be required to attend the same training program before being allowed to work at the Project site.

2.14 Environmentally Sensitive Areas (ESA). Environmentally sensitive areas will be Designated as specified in the measures of this Agreement and as necessary by the Qualified Biologist and will be installed under the supervision of the Qualified Biologist. ESA's will be installed using the most applicable method for the resource being avoided using silt fencing, flagging, or pre-construction awareness training. No on-site personnel, light equipment, or heavy equipment are permitted to enter the ESA Designated areas with exception of on-foot tree trimming personnel under the supervision of the Qualified Biologist. The ESA fencing, flagging, or boundaries will be monitored and maintained throughout the course of the Project by the Biological Monitor, or by the Qualified Biologist when onsite.

2.15 Flagging and Fencing. Prior to any activity within the stream, Permittee shall identify the limits of the required access routes and encroachment into the stream. These "work area" limits shall be identified with brightly-colored flagging/fencing. Work completed under this Agreement shall be limited to this defined area only. Flagging/fencing shall be maintained in good repair for the duration of the project. All CDFW jurisdictional areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas (ESA) and shall not be disturbed.

2.16 Exclusionary Fencing. An exclusionary fencing system plan shall be submitted to CDFW for approval prior to finalization of this Agreement. The system shall be designed and installed at the discretion of the Qualified Biologist in areas within a reasonable dispersal distance of special status species habitat to prevent wildlife from entering the active construction site. Exclusionary fencing will be standard silt fencing at least forty-two (42) inches in height trenched six (6) inches into the soil. The soil will be compacted against both sides of the fence to prevent wildlife from gaining access underneath. The stakes will be placed on the upland side of the fence, entry/exit points shall be constructed so that no wildlife may enter the excluded area, and all vegetation inside the excluded area and within five (5) feet of the fencing on the upland side shall be cleared by hand and maintained throughout the course of the Project. The exclusionary fencing shall be inspected and maintained daily by the Qualified Biologist or Biological Monitor. Alternative, PVC panel exclusion systems may also be employed as well as other suitable exclusionary fencing systems upon approval from CDFW.

2.17 Nesting Bird Surveys and Avoidance. Prior to the initiation of activities, including ground disturbing activities scheduled to occur between February 1 and September 1, the Qualified Biologist shall conduct pre-construction surveys for nesting birds no more than seven (7) days prior to the initiation of work. Surveys shall encompass all potential habitats within five-hundred (500) feet of the Project area. The Qualified Biologist conducting the surveys shall be familiar with the breeding behaviors and nest structures for birds known to nest in the Project area. Surveys shall be conducted during periods of peak activity (early morning, dusk) and shall be of sufficient duration to observe movement patterns. Survey results, including a description of timing, duration and methods used, shall be submitted to CDFW for review forty-eight (48) hours prior to the initiation of the Project. If a

lapse in Project activity of seven days (7) or more occurs, the survey shall be repeated and no work shall proceed until the results have been submitted to CDFW.

If nesting birds are found no work shall be initiated until species specific buffers have been established in consultation with CDFW. The buffer area (s) will be fenced off from work activities and avoided until the young have fledged, as determined by the Qualified Biologist. Active nests found inside the limits of species specific buffer zones or nests within the vicinity of the Project area showing signs of distress from Project activity as determined by the Qualified Biologist will be monitored daily the Qualified Biologist for the duration of the Project for changes in bird behavior. At the first indication of potential nest abandonment (e.g., female rises off the eggs; paces/shuffles in the nest; flaps her wings in an agitated manner; extended, concentrated staring at Project activities; distress calls; continuous circling over the area of disturbance (male); and/or other indications of distress), the Qualified Biologist shall stop work immediately and consult CDFW on how to proceed. In the event nesting birds are discovered CDFW reserves the right to provide additional measures to this Agreement.

The Permittee or representatives of the Permittee will not disturb or destroy the nests of fully protected species or of other birds as per CDFG Code 3503 and 3503.5.

**2.18 Raptor Assessment and Avoidance.** For any activity proposed to occur between February 15 to September 15, the Qualified Biologist shall conduct a minimum of 3 separate surveys no more than of fifteen (15) days prior to the initiation of construction, including ground disturbing activities, of all large trees capable of providing suitable nesting habitat for raptors within 1,320 feet (1/4 mile) of the Project. These surveys shall be conducted on foot as access allows and using binoculars to view inaccessible areas as necessary. All instances shall be recorded and presented to CDFW a minimum of forty-eight (48) hours prior to the initiation of construction. If nesting raptors are found no work shall be initiated until the appropriate buffers have been established in consultation with CDFW. If a lapse in Project activity occurs for a period of seven (7) days or more the survey shall be repeated as specified in this measure. CDFW reserves the right to provide additional measures to this Agreement in the event nesting raptors are discovered.

**2.19 Western Burrowing Owl Assessment and Avoidance.** If suitable habitat or signs of presence (i.e. potential dens, pellets, etc.) for western burrowing owl are present at any of the Project locations, pre-activity surveys shall be conducted in accordance with the March 7, 2012 CDFW Staff Report on Burrowing Owl Mitigation. If preconstruction surveys find active nests avoidance and minimization guidelines must be developed prior to the start of construction in accordance with the March 7, 2012 CDFW memo and through consultation with CDFW. If nests become active during construction, or western burrowing owl

activity is discovered within two-hundred fifty (250) feet of the Project, work must halt immediately and CDFW must be consulted.

- 2.20 Special-Status Plant Surveys and Avoidance. The Permittee shall adhere to all survey protocols, avoidance and minimization measures, and construction monitoring measures as specified in the ECCC HCP/NCCP for covered and no take plant species. The Permittee shall demonstrate the appropriate avoidance and minimization measures for all six (6) of the no take plant species in the On-Site Education Program as required by the ECCC HCP/NCCP. If special status, rare, or uncommon vegetation is discovered throughout the course of the Project CDFW shall be notified within five (5) days of discovery.

### **Wildlife Protection: General**

- 2.21 Open Trenches. Any open trenches, pits, or holes with a depth larger than one (1) foot shall be covered at the conclusion of work each day to avoid take of any non-HCP covered or Fully Protected Species. No netting, canvas, or material capable of trapping or ensnaring wildlife shall be used to cover open trenches. If use of a hard cover is not feasible, multiple wildlife escape ramps shall be installed, constructed of wood or installed as an earthen slope in each open trench, hole, or pit that is capable of allowing large (i.e. deer) and small (i.e. snakes) from escaping on their own accord. Prior to the initiation of construction each day and prior to the covering of the trench at the conclusion of work each day, the Qualified Biologist/on-site personnel shall inspect the open trench, pit, or hole for wildlife. If wildlife is discovered it shall be allowed to leave on its own accord, if wildlife does not leave on its own accord consultation with CDFW is required before work can be initiated.
- 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
- 2.23 Geo-Textile Fabric Restriction. No geo-textile material or filter fabric of any kind is permitted for installation in any portion of this Project unless it is installed beneath areas of rock slope protection or permanent hardscape.
- 2.24 Hardscape Restriction. No increase in rock slope protection (RSP) at both abutments of the rock slough bridge shall be conducted. The RSP, rip-rap or smooth river rock are the only type of hardscape permitted for installation; all hardscape rock on channel banks shall not be grouted, cemented or mortared. The hardscape shall be properly keyed into the bank and be of sufficient size to remain in place and withstand the highest velocity of water anticipated within the stream channel. Interstitial spaces between hardscape shall be backfilled with clean native soils or imported fill. The native soil fill top layer and rock top layer will be engineered to match the existing slopes outside the Project area and as close to pre-Project conditions as feasible.

- 2.25 Open Pipes Restriction. All pipes, culverts, or similar structures that are stored at the construction vertically or horizontally on site for one or more overnight periods will be securely capped on both ends prior to storage and thoroughly inspected for wildlife prior to implementation at the Project site by the Qualified Biologist/Biological Monitor.
- 2.26 Fence and Sign Post Restriction. Any fencing posts or signs, or vertical poles installed temporarily or permanently throughout the course of the Project shall have the top opening capped and/or the top three post holes covered or filled with screws or bolts to prevent the entrapment of wildlife, specifically birds of prey. The Qualified Biologist/Biological Monitor shall be responsible for ensuring compliance with this measure throughout the course of the Project and shall inspect each post or pole for compliance when at the Project site.
- 2.27 Allow Wildlife To Leave Unharmmed. Permittee shall allow any wildlife encountered during the course of construction to leave the construction area unharmmed. This authorization does not allow for the trapping, capture, or relocation of any State or federally listed species unless covered under the ECCC HCP/NCCP and the personnel relocating the species has the appropriate permits to conduct the activity.
- 2.28 Injury or Mortality of Special-Status Species. If Permittee or its employees, contractors, or agents injures or kills a special-status species, or finds any such animal injured or dead, all activities in the work area shall immediately cease, and CDFW and U.S. Fish and Wildlife Service shall be notified by telephone within one (1) hour of the discovery, if the species is covered by the ECCC HCP/NCCP and CDFW does not respond within one (1) hour, work may proceed. If the species is not covered by the ECCC HCP/NCCP and/or is fully protected, work may not proceed without CDFW approval. A written report detailing the time, location, and general circumstances under which the dead or injured individual animal was found shall be submitted to CDFW and the U.S. Fish and Wildlife Service no later than five (5) business days following the incident. Any injured special-status species shall be immediately transported to an approved wildlife rehabilitation clinic (<http://dfg.ca.gov/wildlife/rehab/facilities.html>).

### **Wildlife Protection – Aquatic Resources**

- 2.29 Flow Diversion System. Flow diversion systems plans shall be submitted to CDFW for acceptance 30 days prior to the initiation of Project activity and will be constructed as illustrated in the approved plans and must be completed, fully functioning, and inspected by the Qualified Biologist before any in-stream work can proceed. Failure to install flow diversion systems as approved will constitute a violation of this Agreement. Alterations or additions to flow diversion systems will be submitted to CDFW a minimum of 7 days before installation for approval. Diversion structures shall be in place for a maximum of 7 months, and normal flow

shall be restored to the stream by November 1. Silt fences and other in-stream containment structures shall be adequately secured/braced to contain anticipated sediment and debris loads. The Qualified Biologist will be present during the installation and removal of all water diversion systems. The Biological Monitor shall inspect all water diversion systems daily for stranded aquatic life.

2.30 Stranded Aquatic Life. In portions of the channel subject to dewatering, the Qualified Biologist shall check daily for stranded aquatic life as the water level drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the body of water closest to the work site. Efforts will be made to reduce collecting and handling stress, minimize the time that animals are held in buckets, and minimize handling stress during processing and release. No employee or contractor shall remove any fish, dead or alive, from the site for personal use. All instances of wildlife relocation will be reported to CDFW within twenty-four (24) hours and will be documented in the final construction report.

### **Vegetation Removal**

2.31 Protection of Riparian Trees. No trees are authorized for removal under the terms of this Agreement. For each existing tree greater than four (4) inches DBH (diameter at breast height) within or adjacent to the work area that will be retained following construction, a root protection zone shall be established. The root protection zone shall extend from the trunk to the drip-line (i.e. the outer extent of the tree canopy) of each protected tree and shall be flagged or fenced off from work. If work will be conducted within the root protection zone of a given tree that tree shall be considered an "impacted tree", and compensatory mitigation shall be required in consultation with CDFW.

### **Erosion and Sediment Control**

2.32 Fill Soils. Soils imported to the site for fill shall have similar chemical properties, drainage characteristics, and composition to native soils. Soils should be clean of weed seeds and pathogens.

2.33 Location of Spoil Sites. Spoil sites shall not be located where it may be washed back into the stream channel or within any suitable special-status species habitat locations throughout the Project boundaries and shall be submitted to CDFW for approval prior to Project initiation.

2.34 Cover Spoil Piles. Permittee shall have readily available plastic sheeting or visquine to cover exposed spoil piles and exposed areas in order to prevent loose soil from moving into the stream. These covering materials shall be applied when it is evident rainy conditions threaten to erode loose soils into the stream.



2.35 Erosion Control Best Management Practices (BMPs). All exposed soils within the work area shall be stabilized immediately following the completion of earthmoving activities to prevent erosion into the stream channel. Erosion control BMPs, such as silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted straw shall be used. Erosion control BMPs shall be monitored during and after each storm event for effectiveness. Modifications, repairs and improvements to erosion control BMPs shall be made as needed to protect water quality. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream.

### **Equipment and Vehicles**

2.36 Vehicle/Equipment Maintenance. Prior to the entry of any vehicle or equipment into the Project area including the staging site it shall be washed and cleaned of all biological material at an off-site facility. Any equipment or vehicles driven and/or operated in proximity of the stream shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat. If a vehicle is found to be leaking fluids of any kind it shall be taken to an off-site location immediately.

2.37 Storage and Handling of Hazardous Materials. Any hazardous or toxic materials that could be deleterious to aquatic life shall be contained in watertight containers or removed from the Project site. Such materials include, but are not limited to, debris soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, and oil or other petroleum products. These materials shall be prevented from contaminating the soil and/or entering the waters of the State. Any such materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with permission of Permittee, shall be removed immediately. Best management practices (BMPs) shall be employed to accomplish these requirements.

### **Toxic and Hazardous Materials**

2.38 Removal of Trash and Debris. Except as explicitly described in the Project Description of this Agreement, the removal of native soils, rock, gravel, vegetation, and vegetative debris from the stream bed or stream banks is prohibited. Embedded pieces of large woody debris or stumps that potentially serve as basking sites or that encourage pool formation shall be left in place whenever possible. Permittee shall remove all raw construction materials and wastes from the Project site following the completion of work. Food-contaminated wastes generated during work shall be removed on a daily basis to avoid attracting predators to work sites. All temporary fences, barriers, and/or flagging shall be completely removed from work sites and properly disposed of upon completion of work. Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone.

**2.39 Containment of Concrete Leachate.** Containment of concrete leachate shall adhere to the following best management practices:

- 2.39.1 Any and all concrete structures that may come in contact with channel flows (e.g., piers, abutments) shall be poured by September 30. Permittee shall notify CDFW by September 15 if in-stream concrete work is expected to extend beyond September 30. All other concrete pouring twenty-five (25) feet above the top of the bank (e.g., bridge surfaces, upland structures) shall be completed by October 31.
- 2.39.2 Water that has come in contact with uncured concrete or other cement products shall not be allowed to enter the main stream channel until the pH of the water is between 6.5 and 8.0 pH units. Water shall be diverted around uncured concrete structures, and the areas around poured concrete shall be dewatered.
- 2.39.3 Unsealed structures shall be allowed to cure (dry) for at least twenty-eight (28) days before flows are reintroduced.
- 2.39.4 To shorten the curing period, Permittee may use a non-toxic sealant designed for use in aquatic environments. Prior to use, Permittee shall submit the product material safety data sheet, including information about environmental toxicity, to CDFW for review and approval. If a sealant is to be applied, concrete structures shall be allowed to cure for at least seven (7) days prior to application and for an additional (three) 3 days following application of the sealant before flows are reintroduced.
- 2.39.5 Concrete curing compounds shall not be used within twenty-five (25) feet of the stream without approval from CDFW and use of appropriate best management practices.
- 2.39.6 Wash-down water from concrete delivery trucks, concrete pumping equipment, and other tools and equipment shall not be allowed to enter the stream channel and should be removed from the site for treatment following work. No dry concrete shall be placed on the banks or in a location where it could be carried into the channel by wind or runoff.

**2.40 Water Pollution.** Permittee and all contractors shall be subject to the water pollution regulations found in FGC Sections 5650 and 12015.

**3. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Compliance with ECCC HCP/NCCP. Permittee will compensate for impacts to habitat through payment of the stream setback encroachment fee of the ECCC HCP/NCCP as specified in Chapter 5, Table 9-5. Alternatively, payment of the Wetland Impact Fee and restoration of riparian vegetation on-site at a 0.5 to 1 ratio (ECCC HCP/NCCP Conservation Measure 1.7) can be provided. Rock Slough is identified in Chapter 6, Table 6-2 as a third level ephemeral stream and all applicable measures shall be adhered to as applicable under the ECCC HCP/NCCP. Proof of payment of the applicable fees for the South Phase of the Project and any other phase where fee payment accounts for impacts created by the Rock Slough Bridge shall be submitted to CDFW thirty (30) days prior to Project initiation in the South Phase of the Project. Project initiation includes clearing, grubbing grading and any staging activities associated with the South Phase Project.
- 3.2 Conservation Easement Plot. The Project proponent shall be responsible for recording a conservation easement over the South Preserve Mitigation Plot at the inlet of the Rock Slough prior to the initiation of construction. The proponent shall develop a conservation easement that preserves the plot in perpetuity prior to Project initiation of the Rock Slough Bridge. CDFW shall be required to review and approve the conservation easement as well as the South Preserve Management Plan prior to recording of the easement and finalization of the management plan. The South Preserve Management Plan shall also be responsible for the installation of an artificial raptor roosting post in the conservation plot at the inlet of Rock Slough. Plans for the artificial roost shall be submitted to CDFW for approval and the roost construction shall be initiated and completed prior to bridge construction at Rock Slough. Alternatives shall be considered for preservation of the South Preserve upon submission and approval to CDFW.
- 3.3 Re-vegetate or Seed Disturbed Soils. All upland exposed/ disturbed soils left barren of vegetation following work activities will be re-vegetated with native plants or seeded with an erosion control seed mix consisting of native forbs, shrubs, wildflowers and grasses. All riparian exposed/disturbed soils left barren of vegetation following work activities will be re-vegetated using native, hydrophilic vegetation species suited for the region. Re-vegetation shall be completed as soon as possible after earthmoving activities cease; however, plantings will be most successful if done during the rainy season. Seeding placed after October 15 shall be applied by hydro-seed or shall be covered with broadcast straw, jute netting, coconut fiber blanket, light mulch or a similar erosion control method. Erosion control blankets with monofilament or woven plastic strands shall not be used. Soils imported to the site for fill shall have similar chemical properties, drainage characteristics, and composition to native soils. Soils should be clean of weed seeds and pathogens.

- 3.4 Genetic Material for Mitigation Plantings. Plant material used for re-vegetation shall be sourced locally and shall consist of native vegetation. Original genetic material for all mitigation plantings shall have been collected from the East Bay area, preferably within 50 miles of the Project location, although seeds and genetic material may have been cultivated outside that radius upon approval from CDFW.
- 3.5 Temporary Impact Criteria. To be considered a temporary impact, the temporary impacts must meet one of the following criteria: (1) recontouring and seeding of each temporary impact area shall occur by October 31 of the year of the temporary impact; and (2) temporary impact sites have achieved implementation of an invasive species removal program as identified in the Agreement. Failure to avoid temporary impact deadlines and restoration requirements may result in the determination of temporary impacts as permanent impacts that may require additional mitigation.

#### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 Construction Monitoring Plan. The construction monitoring plan as required by the terms of the ECCC HCP/NCCP shall be submitted to CDFW thirty (30) days prior to the initiation of construction, including ground disturbing activities. Exceptions may be granted upon approval from CDFW. The construction monitoring report shall include the results of planning and preconstruction surveys, document how the applicable avoidance and minimization requirements of the ECCC HCP/NCCP have been incorporated into the project and how the construction of the project itself may comply with the conservation measures of the ECCC HCP/NCCP. Project specific measures, or measures applicable to the project not required by the ECCC HCP/NCCP may also be included in this report.
- 4.2 Final Construction Report. A final construction report shall be submitted to CDFW within thirty (30) calendar days of the date of completion of all construction activity of the Rock Slough Bridge. This report shall detail; dates construction occurred, pertinent information concerning the success of the Project in meeting avoidance and minimization measures, mitigation measures, conservation measures, detailed summaries of any deceased wildlife discovered at the site, and/or any detailed summaries required in the measures of this agreement. An explanation of failure to meet such measures as specified in this Agreement will also be included if applicable.
- 4.3 Emergency Spill Response Plan. An emergency response plan shall be prepared and submitted to CDFW prior to the start of work. The plan shall be limited to three pages in length and may be presented in prose, table or bulleted list format. The plan shall identify the actions which would be taken in the event of spill of petroleum products, sediment or other material harmful to aquatic or plant life.

The plan shall also identify the emergency response materials which will be kept at the site to allow the rapid containment and clean-up of any spilled material. The emergency response plan will also be submitted in the final construction report.

- 4.4 Biologist Qualifications. Permittee shall submit the qualifications of the Biologist chosen to conduct the biological surveys to CDFW for review at least 14 business days prior to conducting the survey. Information included in a request for authorization should include, at a minimum: (1) relevant education; (2) relevant training on species identification and survey techniques; (3) a summary of field experience conducting requested activities (to include Project/research information); (4) a summary of permits under which the Biologist was authorized to work with the species and at what level (such as construction monitoring versus handling); and (5) any relevant professional references with contact information.
- 4.5 Biological Surveys. Permittee shall submit the results of pre-construction biological surveys to CDFW for review two weeks prior to Project initiation. The summary of survey results should describe the date, duration and timing of the surveys, weather conditions, species observed (including potential predators, prey or competitors), behaviors observed (target species), and GPS coordinates for sightings. GPS coordinates for sensitive species should be taken at a distance and adjusted using a rangefinder. Results for multiple species may be combined into a single report. The report shall be no more than three (3) pages in length for each species surveyed. The pre-con survey results shall also be submitted in the final construction report. The ongoing surveys should be reported in the Final Construction Report, or as necessary if special status species are discovered.
- 4.6 Photographic Documentation of Work. Prior to commencement of work, the Permittee shall flag a minimum of four (4) vantage points that offer representative views of the Project site and work areas. The Permittee shall photograph the Project area from each of the flagged points, noting the direction and magnification of each photo. Upon completion of work, the Permittee shall photograph post-Project conditions from the flagged photo points using the same direction and magnification as pre-Project photos. Pre- and post-Project photographs (.jpg format) shall be sent to CDFW within five (5) days of completion of the Project via email or by digital media. A reference key shall be submitted with the photos describing the location of the photo, the direction of the view, and whether the photo is pre- or post-construction. All photos shall be submitted in the final construction report.
- 4.7 Notification to the California Natural Diversity Database. If any sensitive species are observed in Project surveys, Permittee shall submit California Natural Diversity Database (CNDDDB) forms to the CDFW Biogeographic Data Branch (CNDDDB@wildlife.ca.gov) with all pre-construction survey data within five working days of the sightings, and provide regional CDFW staff with copies of the CNDDDB 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:

Perry Hariri  
ACD-TI Oakley, LLC. a Delaware LLC.  
235 W. Main Street  
Los Gatos, CA 95030  
Phone (925) 580-1438  
E-Mail: [perry@fortbay.com](mailto:perry@fortbay.com)

To CDFW:

California Department of Fish and Wildlife  
Bay Delta Region  
7329 Silverado Trail  
Napa, California 94558  
Attn: Lake and Streambed Alteration Program – Robert Stanley  
Notification #1600-2015-0335-R3  
Phone (707) 944-5573  
Fax (707) 944-5553  
E-mail : [robert.stanley@wildlife.ca.gov](mailto:robert.stanley@wildlife.ca.gov)

## LIABILITY

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

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

## SUSPENSION AND REVOCATION

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

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the

Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from 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.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall expire December 31, 2020, 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. Lake and Streambed Alteration Agreement Notification 1600-2015-0335-R3 & Supplemental Materials; Dated September 21, 2015
- B. ECCC HCP/NCCP Planning Survey Report 1 & 2; Dated December 31, 2015 (24 Pages) & February 22, 2016 (72 Pages)
- C. Figure 3, Bridge Alignment Aerial, No Date (1 Page)
- D. Table 1. Project Impacts to Rock Slough, Updated Project Description; Dated October 5, 2015 (4 Pages)
- E. Figure 5, Rock Slough Bridge Permanent Impacts; Dated August 2015 (1 Page).
- F. Figure 6, Rock Slough Bridge Profile View; Dated August 2015 (1 Page).
- G. Figure 7, Rock Slough Bridge Temporary Impacts; Dated August 2015 (1 Page).
- H. Bellecci & Associates Figure 8, Rock Slough Bridge Permanent Impacts; Dated September 2015 (1 Page)

### **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 ACD-TI OAKLEY LLC. A DELWARE LLC.**

  
\_\_\_\_\_  
Perry Hariri  
Permittee Representative

\_\_\_\_\_  
Date

May 16, 2016

**FOR DEPARTMENT OF FISH AND WILDLIFE**

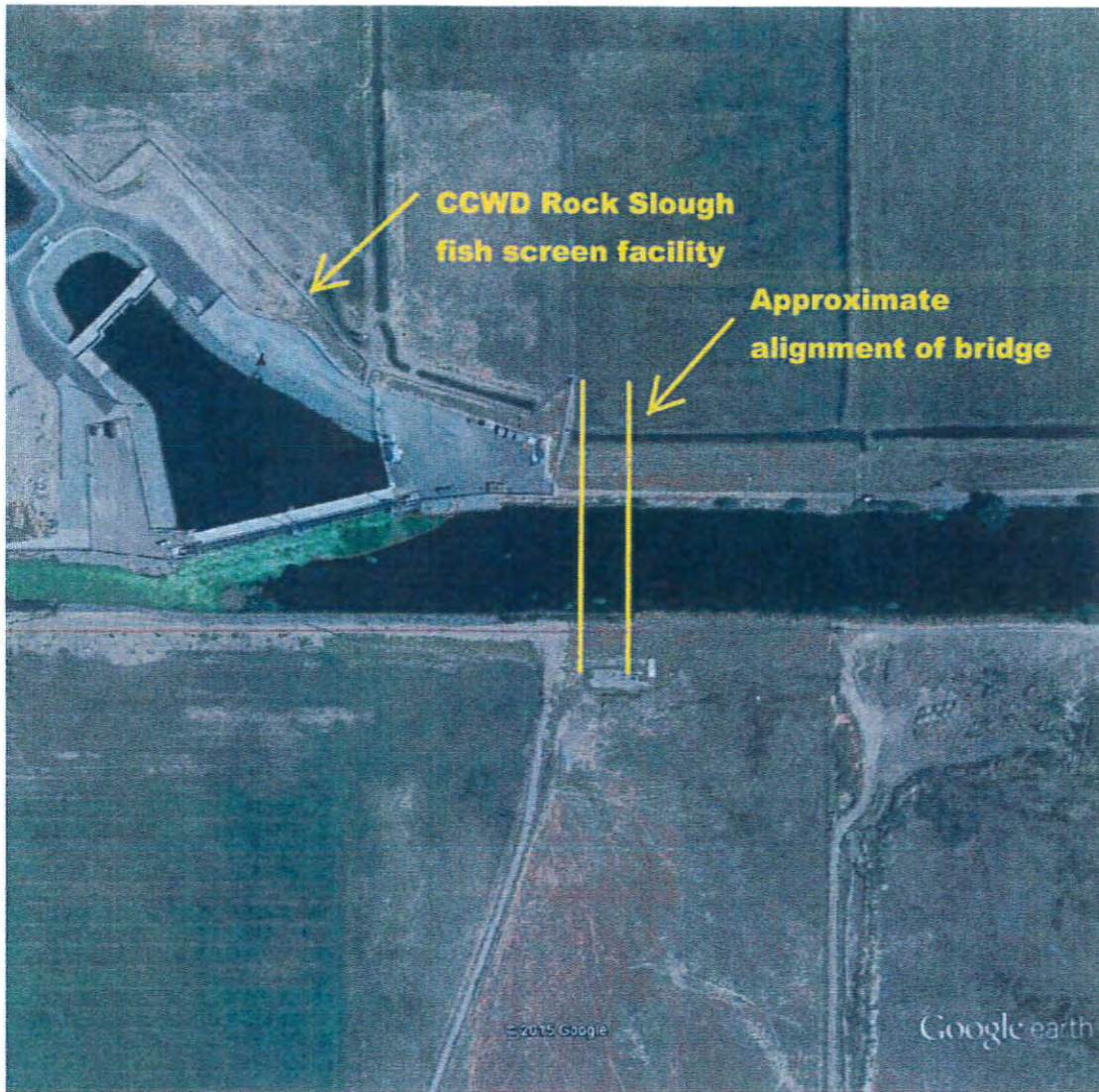
  
\_\_\_\_\_  
~~For~~ James Starr  
Environmental Program Manager

\_\_\_\_\_  
Date

8/4/16

Prepared: Rob Stanley, Environmental Scientist.  
Date First Draft Sent: February 23, 2016  
Date Second Draft Sent: March 10, 2016  
Date Third Draft Sent: March 28, 2016

Exhibit C



Google earth

feet 900  
meters 200



Figure 3.  
Aerial Photograph

Exhibit D

Exhibit H. Project Impacts to Rock Slough					
Habitat Type	Project Feature	Impacted		Cubic Yards of Fill <sup>2</sup>	Type of Material / Reason
		Square Feet	Linear Feet		
Slough <sup>1</sup> (Jurisdiction of USACE, CDFW, RWQCB)	Temporary construction trestles (12 piles in water, 24-inch diameter each)	37.7	6 feet	240	Temporary trestles will be used to construct bridge
	Temporary pin piles (24 piles, 14-inch diameter each)	25.4	7 feet	162	Temporary templates for pile driving
	Permanent piles (8 piles in water, 48-inch diameter each)	100.5	16 feet	642	Bridge support
	Permanent shade from the bridge <sup>6</sup>	9,565	56 feet	0	No fill associated with the bridge deck
Riparian/rock zone within slough banks (Jurisdiction of CDFW and RWQCB)	Rock slope protection	0	0	0	Existing rip rap on slope
	Temporary construction trestles (4 piles 24-inch diameter on bank)	12.6	30 feet	80	Bridge supports on banks

Source: Bellecci & Associates 2015.

Notes:

1. Ordinary high water is 5.0 feet.
2. All numbers are estimated based on preliminary bridge design.
3. Linear feet of temporary construction trestles (6 feet) based on two sets of (6) 24-inch diameter piers in the water. The bank linear feet (30 feet) is based on the temporary trestle work platform; one trestle on either side of the slough. Linear feet of 24 14-inch diameter piers (7 feet) to be used as driving templates for the permanent piers.
4. Linear feet of permanent piles based on two sets of (4) 48-inch diameter piles. Linear feet of impact, related to permanent piles, is duplicative of linear feet of shade from the bridge (piles are within the shade envelope).
5. Cubic yards of fill estimated as follows:
  - a. Slough: permanent piles and temporary trestles are 75 feet in length (50 feet below bed + 15 feet bed to ordinary high water mark + 10 feet ordinary high water mark to bottom of bridge), plus a 15% contingency added to volume calculation, as this is a preliminary design.
  - b. Riparian/rock zone: temporary trestles will be supported on bank. Width of support is 30 feet in length by 10 feet by 3 feet deep.
6. Shade impacts only considered over water—assumed high water level.

Exhibit E

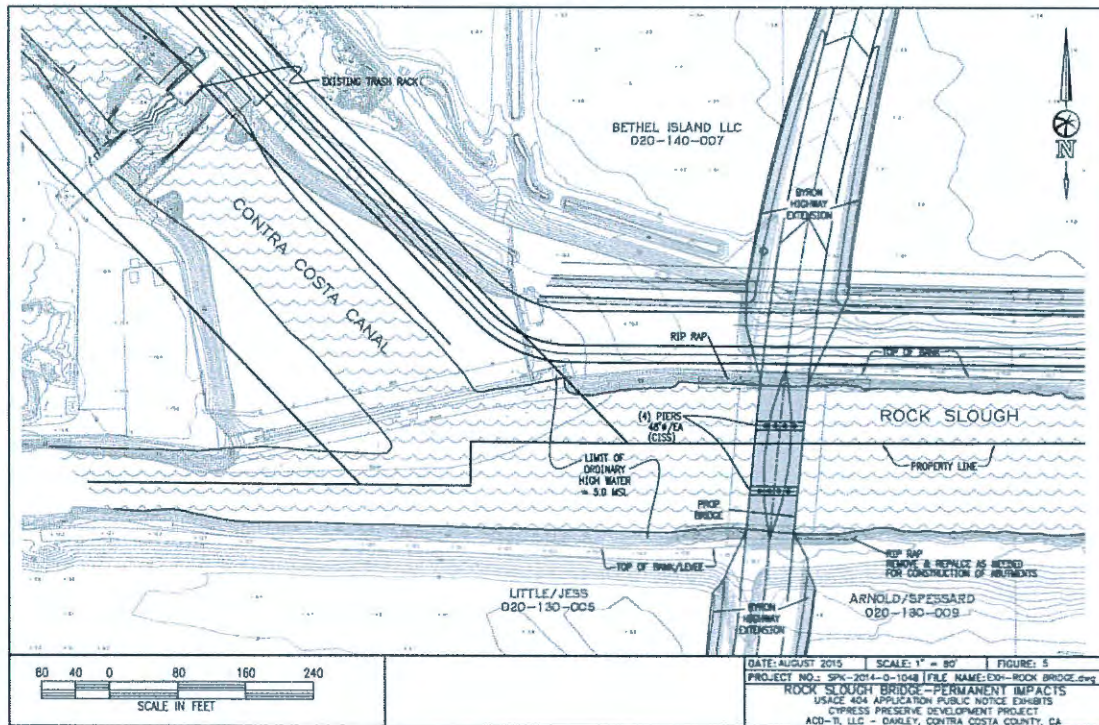


Figure 5. Rock Slough Bridge – Permanent Impacts

Exhibit F

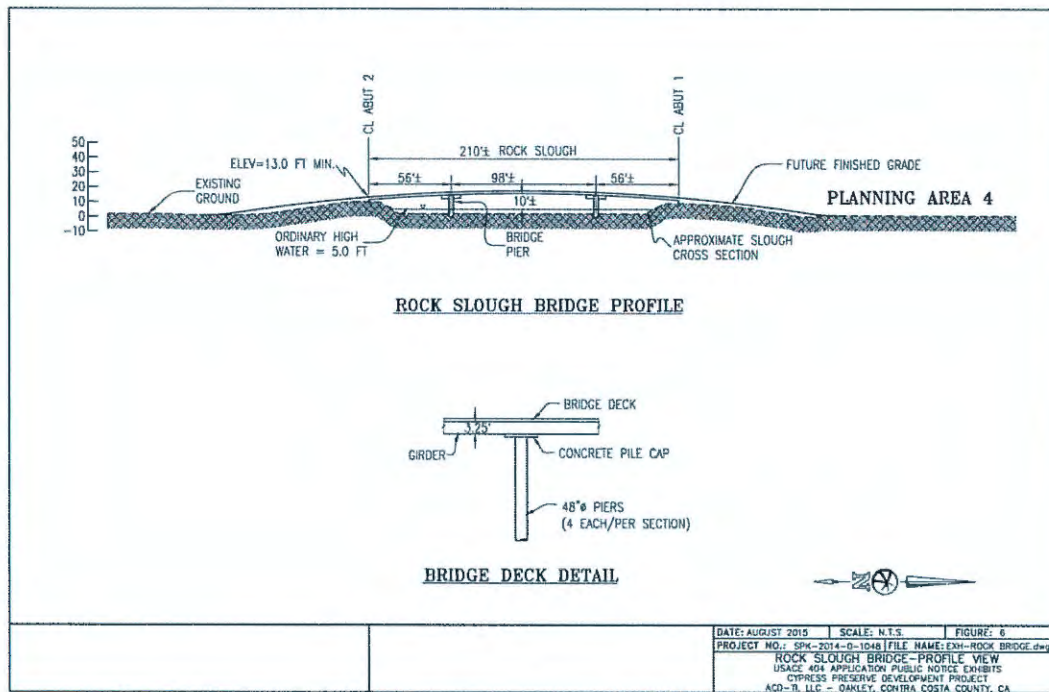


Figure 6. Rock Slough Bridge – Profile View

Exhibit G

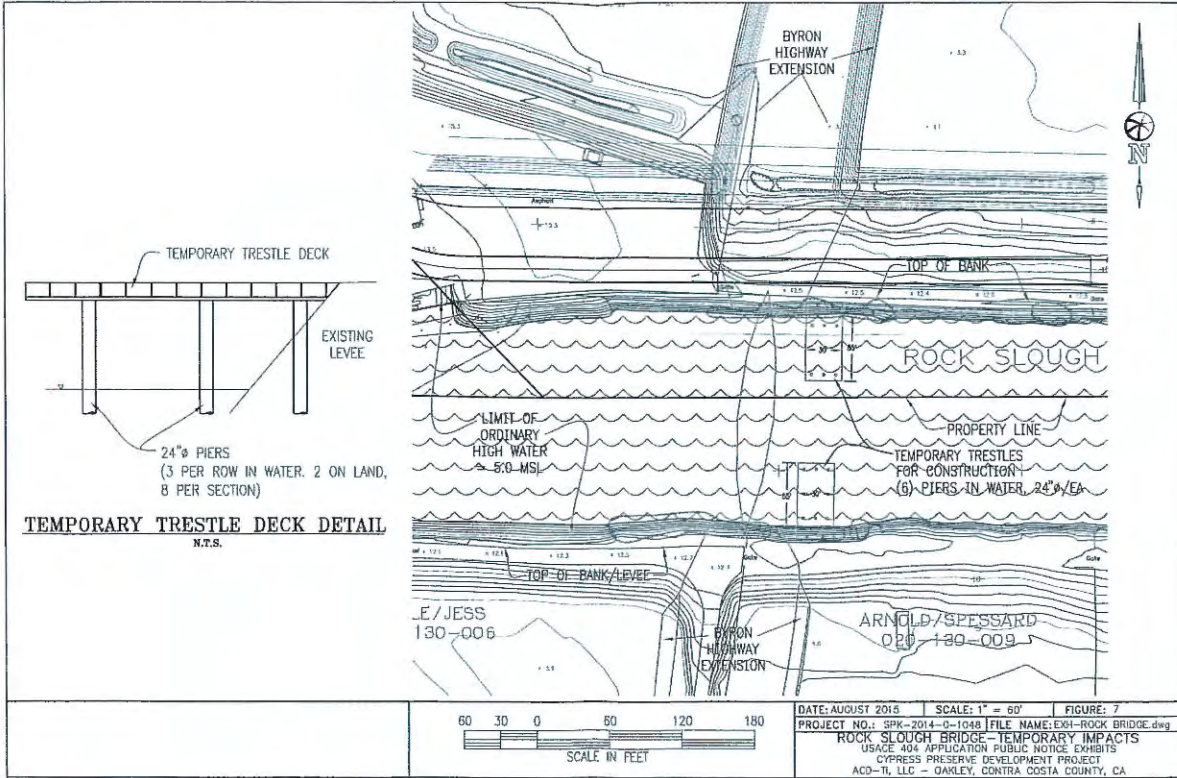


Exhibit H

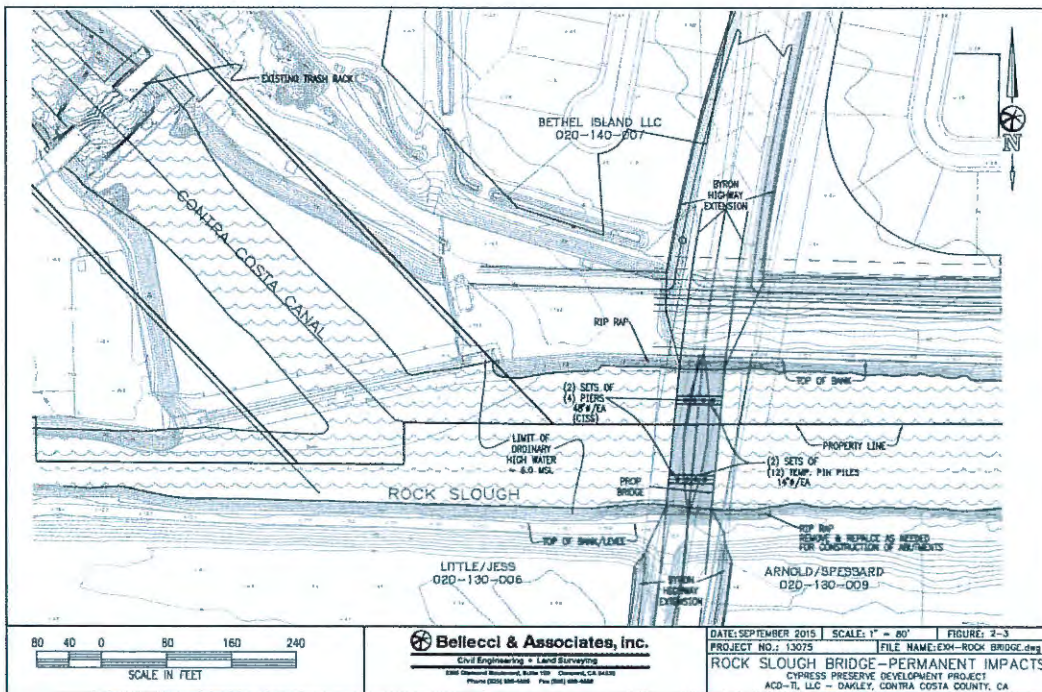


Figure 8. Rock Slough Bridge - Permanent Impacts with Temporary Pin Piles

REVISED 12-8-2015

FOR DEPARTMENT USE ONLY

Date Received	Amount Received	Amount Due	Date Complete	Notification No.
9/21/2015	\$ 7859.75	\$		1000-2015-0335-3



J#001152

ACD-TI Oakley LLC

STATE OF CALIFORNIA

DEPARTMENT OF FISH AND WILDLIFE

Stanley  
Lt. Christensen

Wdr. Jacobson



**NOTIFICATION OF LAKE OR STREAMBED ALTERATION**

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

**1. APPLICANT PROPOSING PROJECT**

Name	Perry Hariri		
Business/Agency	ACD-TI Oakley LLC, a Delaware LLC		
Street Address	235 W. Main Street		
City, State, Zip	Los Gatos, CA 95030		
Telephone	(925) 580-1438	Fax	
Email	perry@fortbay.com		

**2. CONTACT PERSON** (Complete only if different from applicant)

Name	Owen Poole, Real Estate Services		
Street Address	151 Spyrock Court		
City, State, Zip	Walnut Creek, CA 94595		
Telephone	(925) 980-6444 or (925) 933-4928	Fax	(925) 891-4334
Email	owen@realestatesvs.com		

**3. PROPERTY OWNER** (Complete only if different from applicant)

Name			
Street Address			
City, State, Zip			
Telephone		Fax	
Email			

**4. PROJECT NAME AND AGREEMENT TERM**

A. Project Name		Rock Slough Bridge		
B. Agreement Term Requested		<input checked="" type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)		
C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)	
2016	2020	May 1	November 30	
				210

**NOTIFICATION OF LAKE OR STREAMBED ALTERATION**

**5. AGREEMENT TYPE**

*REVISED 12-8-2015*

Check the applicable box. If box B, C, D, or E is checked, complete the specified attachment.

A.	<input checked="" type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)
B.	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A) Mine I.D. Number: _____
C.	<input type="checkbox"/> Timber Harvesting (Attachment B) THP Number: _____
D.	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) SWRCB Number: _____
E.	<input type="checkbox"/> Routine Maintenance (Attachment D)
F.	<input type="checkbox"/> CDFW Fisheries Restoration Grant Program (FRGP) FRGP Contract Number _____
G.	<input type="checkbox"/> Master
H.	<input type="checkbox"/> Master Timber Harvesting

**6. FEES**

Please see the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. **Note: The Department may not process this notification until the correct fee has been received.**

	A. Project	B. Project Cost	C. Project Fee
1	Rock Slough Bridge	\$4,800,000.00	\$4,912.25
2			
3			
4			
5			
		D. Base Fee (if applicable)	
		<b>E. TOTAL FEE ENCLOSED</b>	<b>\$4,912.25</b>

**7. PRIOR NOTIFICATION OR ORDER**

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?

Yes (Provide the information below)       No

Applicant: East Cypress Corridor Specific Plan      Notification Number: 1600-2005-0397-R2      Date: 4/26/2007

B. Is this notification being submitted in response to an order, notice, or other directive ("order") by a court or administrative agency (including the Department)?

No       Yes (Enclose a copy of the order, notice, or other directive. If the directive is not in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)

Continued on additional page(s)



**NOTIFICATION OF LAKE OR STREAMBED ALTERATION**

**8. PROJECT LOCATION**

<p><b>A. Address or description of project location.</b>  <i>(Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)</i></p> <p>There is no address for the bridge location. Rock Slough Bridge will be constructed as part of the extension of Byron Highway/Bethel Island Road through the project site.                  The site is located in the City of Oakley, CA.                  The proposed bridge is located immediately south and east of the CCWD fish screen in Rock Slough.</p> <p>From Sacramento, drive south to Oakley via Highway 160. Take exit 1A for Highway 4 E toward Brentwood. Turn right onto E 18th Street. Continue onto Main Street. Turn left onto East Cypress Road. Continue on East Cypress Road to the point where East Cypress Road crosses the CCWD canal at approximately 2153 E. Cypress Road. The entrance to the CCWD Rock Slough Fish Screen is gated and locked. Access via this route must be coordinated with CCWD. Drive south paralleling the canal to the parking lot at the south end of the fish screen facilities.</p> <p align="right"><input checked="" type="checkbox"/> <i>Continued on additional page(s)</i></p>					
<p><b>B. River, stream, or lake affected by the project.</b></p>		<p>Rock Slough</p>			
<p><b>C. What water body is the river, stream, or lake tributary to?</b></p>		<p>Bay-Delta</p>			
<p><b>D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?</b></p>		<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No      <input type="checkbox"/> Unknown</p>			
<p><b>E. County</b></p>	<p>Contra Costa</p>				
<p><b>F. USGS 7.5 Minute Quad Map Name</b></p>		<p><b>G. Township</b></p>	<p><b>H. Range</b></p>	<p><b>I. Section</b></p>	
<p>Brentwood</p>		<p>2N</p>	<p>3E</p>	<p>34</p>	
<p></p>		<p></p>	<p></p>	<p>West 1/2</p>	
<p></p>		<p></p>	<p></p>	<p></p>	
<p></p>		<p></p>	<p></p>	<p></p>	
<p><input type="checkbox"/> <i>Continued on additional page(s)</i></p>					
<p><b>K. Meridian (check one)</b></p>		<p><input type="checkbox"/> Humboldt    <input checked="" type="checkbox"/> Mt. Diablo    <input type="checkbox"/> San Bernardino</p>			
<p><b>L. Assessor's Parcel Number(s)</b></p> <p>Contra Costa County Assessor Parcel Numbers 020-140-048-8 (Bethel Island, LLC; north) and 020-130-006-8 (Douglas &amp; Sylvia Little Trust) and 020-130-009-2 (Timothy Arnold and Kathy Spessard (south)).</p> <p align="right"><input checked="" type="checkbox"/> <i>Continued on additional page(s)</i></p>					
<p><b>M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)</b></p>					
<p>Latitude/Longitude</p>		<p>Latitude: 37°59'32.82" North</p>		<p>Longitude: 121°38'50.22" West</p>	
		<p><input type="checkbox"/> Degrees/Minutes/Seconds</p>	<p><input type="checkbox"/> Decimal Degrees</p>	<p><input type="checkbox"/> Decimal Minutes</p>	
<p>UTM</p>	<p>Easting:</p>	<p>Northing:</p>		<p><input type="checkbox"/> Zone 10    <input type="checkbox"/> Zone 11</p>	
<p>Datum used for Latitude/Longitude or UTM</p>		<p><input type="checkbox"/> NAD 27      <input type="checkbox"/> NAD 83 or WGS 84</p>			

## NOTIFICATION OF LAKE OR STREAMBED ALTERATION

### 9. PROJECT CATEGORY AND WORK TYPE *(Check each box that applies)*

PROJECT CATEGORY	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR/MAINTAIN EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Boat dock/pier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diversion structure – weir or pump intake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal – pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility crossing : Horizontal Directional Drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other <i>(specify)</i> :	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## NOTIFICATION OF LAKE OR STREAMBED ALTERATION

### 10. PROJECT DESCRIPTION

A. Describe the project in detail. Photographs of the project location and immediate surrounding area should be included.

- Include any structures (e.g., rip-rap, culverts, or channel clearing) that will be placed, built, or completed in or near the stream, river, or lake.
- Specify the type and volume of materials that will be used.
- If water will be diverted or drafted, specify the purpose or use.

Enclose diagrams, drawings, plans, and/or maps that provide all of the following: site specific construction details; the dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; an overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, and where the equipment/machinery will enter and exit the project area.

The proposed bridge across Rock Slough will provide a second vehicle access point to the Cypress Preserve Project and to Bethel Island residents.

The structure will be comprised of three spans of precast-prestressed (PC/PS) concrete voided slab girders sitting on reinforced concrete two-column piers and seat-type abutments. The total length of the span will be approximately 220 feet and the width will be approximately 56 feet.

The length of the bridge over the slough will be approximately 210 feet; a total of 12,320 square feet (0.028 acre) of structure over Rock Slough will result from construction of the bridge. The bridge will provide one lane in each direction, shoulders on both sides, and a sidewalk on both sides. The height of the bridge will be a minimum of 10 feet above Mean Higher High Water to allow for aquatic vegetation mechanical harvesting equipment that may be used in Rock Slough as part of CCWD's aquatic vegetation management program. The bridge will not require painting.

See Box 10 in attached information.

Continued on additional page(s)

B. Specify the equipment and machinery that will be used to complete the project.

The equipment and machinery that will be used to construct the bridge are described in the attached information.

Continued on additional page(s)

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).

Yes     No (Skip to box 11)

D. Will the proposed project require work in the wetted portion of the channel?

Yes (Enclose a plan to divert water around work site)  
 No

## NOTIFICATION OF LAKE OR STREAMBED ALTERATION

### 11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

Construction will cause temporary and permanent impacts due to grading, excavation, equipment movement, and installation of temporary facilities such as environmentally sensitive fencing.

There is minimal riparian habitat along the slough.

Continued on additional page(s)

B. Will the project affect any vegetation?  Yes (Complete the tables below)  No

Vegetation Type	Temporary Impact	Permanent Impact
Grasses and scattered blackberry on the rock-lined banks	Linear feet: <u>30</u> Total area: <u>600</u>	Linear feet: _____ Total area: _____
	Linear feet: _____ Total area: _____	Linear feet: _____ Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
No trees will be removed		

Continued on additional page(s)

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

Yes (List each species and/or describe the habitat below)  No  Unknown

Suisun Marsh aster (*Aster lentus*) was detected along Rock Slough approximately 5,000 feet east of the bridge site during surveys in 2005. Rock Slough provides habitat for special status fish species.

Continued on additional page(s)

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

Botanical Assessment completed 2005; verified 2015. Biological Assessment (fish) completed 2015.

Continued on additional page(s)

E. Has a biological study been completed for the project site?

Yes (Enclose the biological study)  No

*Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.*

F. Has a hydrological study been completed for the project or project site?

Yes (Enclose the hydrological study)  No

*Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.*

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

Temporary and permanent measures to prevent sediment from entering Rock Slough during and after construction include construction site best management practices implemented during construction to control runoff, and permanent measures to improve storm water quality by reducing erosion and stabilizing disturbed soil areas.

See Box 12 in attached information.

Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

Avoidance, minimization and compensation measures include design features that are intended to avoid and minimize impacts as a result of the Project, measures to be implemented during project construction to minimize impacts to wetlands/waters, and wetland mitigation strategies proposed to achieve a no-net-loss of wetland acres.

See Box 12 in attached information.

Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

Construction of the bridge is a covered activity under the East Contra Costa County HCP/NCCP. Design and construction of the project will comply with measures identified in the HCP/NCCP. Additional mitigation and/or compensation measures to protect fish, wildlife, and plant resources are identified in the attached materials.

See Box 12 in attached information.

Continued on additional page(s)

13. PERMITS

List any local, state, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

- A. See Box 13 in attached information.  Applied  Issued
- B. \_\_\_\_\_  Applied  Issued
- C. \_\_\_\_\_  Applied  Issued
- D. Unknown whether  local,  state, or  federal permit is needed for the project. (Check each box that applies)

Continued on additional page(s)

## NOTIFICATION OF LAKE OR STREAMBED ALTERATION

### 14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA), California Endangered Species Act (CESA) and/or federal Endangered Species Act (ESA)?	
<input checked="" type="checkbox"/> Yes (Check the box for each CEQA, NEPA, CESA, and ESA document that has been prepared and enclose a copy of each) <input type="checkbox"/> No (Check the box for each CEQA, NEPA, CESA, and ESA document listed below that will be or is being prepared)	
<input type="checkbox"/> Notice of Exemption <input type="checkbox"/> Initial Study <input type="checkbox"/> Negative Declaration <input type="checkbox"/> THP/ NTMP	<input type="checkbox"/> Mitigated Negative Declaration <input checked="" type="checkbox"/> Environmental Impact Report <input checked="" type="checkbox"/> Notice of Determination (Enclose) <input checked="" type="checkbox"/> Mitigation, Monitoring, Reporting Plan
<input type="checkbox"/> NEPA document (type): _____ <input type="checkbox"/> CESA document (type): <u>HCP PSR</u> <input type="checkbox"/> ESA document (type): <u>HCP PSR</u>	
B. State Clearinghouse Number (if applicable)	2004092011
C. Has a CEQA lead agency been determined?	<input checked="" type="checkbox"/> Yes (Complete boxes D, E, and F) <input type="checkbox"/> No (Skip to box 14.G)
D. CEQA Lead Agency	City of Oakley
E. Contact Person	Ken Strelo strelo@ci.oakley.ca.us
F. Telephone Number	(925) 625-7036
G. If the project described in this notification is part of a larger project or plan, briefly describe that larger project or plan.	
<p>The construction of Rock Slough Bridge is part of the East Cypress Corridor Specific Plan project that was approved by the City of Oakley. A portion of the Specific Plan area, the Summer Lake project, has been constructed. The remaining portion of the Specific Plan area, Cypress Preserve, has been approved by Oakley and is obtaining permits for construction. Construction of Rock Slough Bridge will provide a second vehicle access point to the Specific Plan area and Bethel Island residents.</p> <p style="text-align: right;"><input checked="" type="checkbox"/> Continued on additional page(s)</p>	
H. Has an environmental filing fee (Fish and Game Code section 711.4) been paid?	
<input checked="" type="checkbox"/> Yes (Enclose proof of payment) <input type="checkbox"/> No (Briefly explain below the reason a filing fee has not been paid)	
An environmental filing fee was paid in March 2009.	
<i>Note: If a filing fee is required, the Department may not finalize a Lake or Streambed Alteration Agreement until the filing fee is paid.</i>	

### 15. SITE INSPECTION

Check one box only.
<input type="checkbox"/> In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.
<input checked="" type="checkbox"/> I request the Department to first contact (insert name) <u>Owen Poole</u> at (insert telephone number) <u>(925) 980-6444 or owen@realestatesvs.com</u> to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification.

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

16. DIGITAL FORMAT

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?


Yes (Please enclose the information via digital media with the completed notification form)

No

17. SIGNATURE

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

By: ALTA Oakley, LLC, a California LLC

  
Signature of Applicant or Applicant's Authorized Representative

9/10/15  
Date

By: PERRY HARIRI  
Print Name

Its: COO

**Notice of Determination**



**To:**  
Office of Planning and Research  
*For U.S. Mail:*  
P.O. Box 3044  
Sacramento, CA 95812-3044

*Street Address:*  
1400 Tenth Street  
Sacramento, CA 95814

**From:**  
Department of Fish and Wildlife  
Bay Delta Region  
7329 Silverado Trail  
Napa, CA 94588  
Contact: Robert Stanley  
Phone: (707) 944-5573

Lead Agency  
City of Oakley  
3231 Main Street  
Oakley, CA 94561

Contact: Rebecca Willis  
Phone: (925) 625-7000

**SUBJECT: *Filing of Notice of Determination pursuant to Public Resources Code section 21108***

**State Clearinghouse Number:** 2004092011

**Project Title:** Rock Slough Bridge Project (Lake or Streambed Alteration Agreement No. 1600-2015-0335-R3)

**Project Location (include county):** The Project is located across Rock Slough, City of Oakley, Contra Costa County, California.

**Project Description:** The California Department of Fish and Wildlife (CDFW) has executed Lake and Streambed Alteration Agreement number 1600-2015-0335-R3, pursuant to section 1602 of the Fish and Game Code to ACD-TI Oakley, LLC. A Delaware LLC., as represented by Perry Hariri.

The Project is associated with the 2,546 acre area zoned for the East Cypress Corridor. The Project is limited to the Rock Slough Bridge that will span Rock Slough and connect with Byron Highway to the south. The structure will be comprised of three spans of precast-pre-stressed concrete voided slab girders sitting on reinforced concrete two-column piers and seat-type abutments. The total length of the span will be approximately 220 feet and the width will be approximately 56 feet. The length of the bridge over the slough will be approximately 210 feet; a total of 12,320 square feet of structure over Rock Slough will result from construction of the bridge. The height of the bridge will be a minimum of 10 feet above mean high water level.

This is to advise that CDFW, acting as Responsible Agency approved the above described project on August 4, 2016 and has made the following determinations regarding the project pursuant to California Code of Regulations section 15096, subdivision (i)::

1. The project will not have a significant effect on the environment.
2. An  Environmental Impact Report /  mitigated negative declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures  were /  were not made a condition of CDFW's approval of the project.
4. A mitigation reporting or monitoring plan  was /  was not adopted by CDFW for this project.
5. A statement of overriding considerations was not adopted by CDFW for this project.
6. Findings were not made by CDFW pursuant to California Code of Regulations section 15091.

The  environmental impact report /  mitigated negative declaration prepared for the project is available to the general public at the office location listed above for the Lead Agency. CDFW's record of project approval as Responsible Agency is available at CDFW's regional office.

Signature   
James Starr, Environmental Program Manager

Date: August 4, 2016

Date Received for filing at OPR: \_\_\_\_\_