

## **APPENDIX L**

CA Department of Fish & Game Section 1602 Stream Alteration Agreement  
No. 2007-0209-R4, Hildreth Creek - Madera County, dated June 13, 2008

# AGREEMENT



**California Fish and Game Code Section 1602  
Stream Alteration Agreement No. 2007-0209-R4  
Hildreth Creek - Madera County**

## **Parties:**

**California Department of Fish and Game  
Central Region  
1234 East Shaw Avenue  
Fresno, California 93710**

**W. Jaxon Baker  
Madera Quarry, Inc.  
1643 Tahoe Court  
Redding, California 96003**

## **WHEREAS:**

1 **WHEREAS:**  
2  
3 1. Mr. W. Jaxon Baker, representing Madera Quarry, Inc. (jointly referred to as the  
4 "Operator"), on September 7, 2007, notified ("Notification" No. 2007-0209-R4) the Department  
5 of Fish and Game (Department) of their intent to divert or obstruct the natural flow of, or change  
6 the bed or banks of, or use materials from Hildreth Creek and tributaries to Hildreth Creek in  
7 Madera County, waters over which the Department asserts jurisdiction pursuant to Division 2,  
8 Chapter 6 of the California Fish and Game Code.

9  
10 2. The Operator may not commence any activity that is subject to Fish and Game Code  
11 Sections 1600 et seq. until the Department has found that such Project shall not substantially  
12 adversely affect an existing fish or wildlife resource or until the Department's proposals, or the  
13 decisions of a panel of arbitrators, have been incorporated into such projects.

14  
15 3. Fish and Game Code Sections 1600 et seq. make provisions for the negotiation of  
16 agreements regarding the delineation and definition of appropriate activities, Project  
17 modifications and/or specific measures necessary to protect fish and wildlife resources.

18  
19 4. The Department has determined that without the mitigative features identified in this  
20 Agreement, the activities proposed in the Notification could substantially adversely affect fish  
21 and wildlife.

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1 **NOW THEREFORE, IT IS AGREED THAT:**

2  
3 1. The receipt of this document ("Agreement"), by the Operator, satisfies the Department's  
4 requirement to notify the Operator of the existence of an existing fish and wildlife resource that  
5 may be substantially adversely affected by the Project that is described in the Notification.  
6

7 2. The contents of this Agreement constitute the Department's proposals as to measures  
8 necessary to protect fish and wildlife resources, and satisfy the Department's requirement to  
9 submit these proposals to the Operator.  
10

11 3. The signature of the Operator's representative on this Agreement constitutes the Operator's  
12 commitment to incorporate Department's proposals into the Project described in the Notification.  
13

14 4. This Agreement does not exempt the Operator from complying with all other applicable  
15 local, State and Federal law, or other legal obligations.  
16

17 5. This Agreement, alone, does not constitute or imply the approval or endorsement of a  
18 Project, or of specific Project features, by the Department of Fish and Game, beyond the  
19 Department's limited scope of responsibility, established by Code Sections 1600 et seq. This  
20 Agreement does not therefore assure concurrence, by the Department, with the issuance of  
21 permits from this or any other agency. Independent review and recommendations shall be  
22 provided by the Department as appropriate on those projects where local, State or Federal  
23 permits or environmental reports are required.  
24

25 6. This Agreement does not authorize the "take" (hunt, pursue, catch, capture, kill, or attempt)  
26 of State-listed threatened or endangered species. If the Operator, in the performance of the  
27 agreed work, discovers the presence of a listed species in the Project work area, work shall stop  
28 immediately. The Operator shall not resume activities authorized by this Agreement until such  
29 time as valid "take" permits are obtained from the Department pursuant to Fish and Game Code  
30 Sections 2081(a) and 2081(b) as appropriate.  
31

32 7. To the extent that the Provisions of this Agreement provide for the diversion of water, they  
33 are agreed to with the understanding that the Operator possesses the legal right to so divert such  
34 water.  
35

36 8. To the extent that the Provisions of this Agreement provide for activities that require the  
37 Operator to trespass on another owner's property, they are agreed to with the understanding that  
38 the Operator possesses the legal right to so trespass.  
39

40 9. To the extent that the Provisions of this Agreement provide for activities that are subject to  
41 the authority of other public agencies, said activities are agreed to with the understanding that all  
42 appropriate permits and authorizations shall be obtained prior to commencing agreed activities.

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1 10. All Provisions of this Agreement remain in force throughout the term of the Agreement.  
2 Any Provision of the Agreement may be amended at any time, provided such amendment is  
3 agreed to in writing by both parties. Mutually approved amendments become part of the original  
4 Agreement and are subject to all previously negotiated Provisions. The Agreement may be  
5 terminated by either party, subject to 30 days written notification.  
6

7 11. The Operator shall provide a copy of the Agreement to the Project supervisors and all  
8 contractors and subcontractors. Copies of the Agreement shall be available at work sites during  
9 all periods of active work and shall be presented to Department personnel upon demand.  
10

11 12. The Operator agrees to provide the Department access to the Project site at any time to  
12 ensure compliance with the terms, conditions, and Provisions of this Agreement.  
13

14 13. The Operator and any contractor or subcontractor, working on activities covered by this  
15 Agreement, are jointly and separately liable for compliance with the Provisions of this  
16 Agreement. Any violation of the Provisions of this Agreement is cause to stop all work  
17 immediately until the problem is reconciled. Failure to comply with the Provisions and  
18 requirements of this Agreement may result in prosecution.  
19

20 14. The Operator assumes responsibility for the restoration of any fish and wildlife habitat  
21 which may be impaired or damaged either directly or, incidental to the Project, as a result of  
22 failure to properly implement or complete the mitigative features of this Agreement, or from  
23 activities which were not included in the Operator's Notification.  
24

25 15. It is understood that the Department enters into this Agreement for purposes of establishing  
26 protective features for fish and wildlife, in the event that a Project is implemented. The decision  
27 to proceed with the Project is the sole responsibility of the Operator, and is not required by this  
28 Agreement. It is agreed that all liability and/or incurred costs, related to or arising out of the  
29 Operator's Project and the fish and wildlife protective conditions of this Agreement, remain the  
30 sole responsibility of the Operator. The Operator agrees to hold harmless and defend the  
31 Department of Fish and Game against any related claim made by any party or parties for personal  
32 injury or other damage.  
33

34 16. The terms, conditions, and Provisions contained herein constitute the limit of activities  
35 agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the  
36 Operator is precluded from doing other activities at the site. However, activities not specifically  
37 agreed to and resolved by this Agreement are subject to separate notification pursuant to Fish and  
38 Game Code Sections 1600 et seq.  
39

40 **California Environmental Quality Act (CEQA) Compliance:** The Operator's concurrence  
41 signature on this Agreement serves as confirmation to the Department that the activities  
42 conducted under the terms of this Agreement are consistent with the Project as described in the  
43 Environmental Impact Report prepared by the County of Madera Environmental Committee

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1 (County) for the Madera Ranch, Inc. – Mining Permit – Madera (050-082-007-000). The EIR  
2 regarding the Project was certified by the County as Lead Agency, on October 27, 2006. A copy  
3 of the EIR for the Project was provided with the Section 1602 Notification.

4  
5 The Department, as a CEQA Responsible Agency, shall make findings and submit a Notice of  
6 Determination to the State Clearinghouse upon signing this Agreement.

7  
8 This Agreement contains a Monitoring and Reporting Program (MRP), to incorporate monitoring  
9 and reporting requirements for the activities authorized in this Agreement.

10  
11 **Project Location:** The work authorized by this Agreement will occur within or adjacent to  
12 Hildreth Creek and tributaries to Hildreth Creek (Figure 1), within Section 4 of Township 10  
13 South, Range 20 East, MDB&M. More specifically, work will occur at 10 locations along  
14 Road 209, between south of Road 406 and north of Highway 41, approximately 8 miles east of  
15 the city of Madera, in Madera County. Unless changes are submitted and approved by the  
16 Department, the Project shall be built in the location indicated on the maps/drawings that were  
17 submitted with the Notification.

18  
19 **Project Description:** The Operator's Notification includes Fish and Game Notification Form  
20 FG2023, maps, plan drawings, technical studies and other submitted information. The  
21 Notification comprises the Operator's Project description, and it is used as the basis for  
22 establishing the protective Provisions that are included in this Agreement. Any changes or  
23 additions to the Project as described in the Notification shall require additional consultation and  
24 protective Provisions. The Department's CEQA Determination is based upon the Operator's  
25 commitment to full implementation of the Provisions of this Agreement. The Operator has  
26 proposed to install or replace culverts at ten locations along Road 209. These activities described  
27 below are authorized by this Agreement.

- 28  
29 • Installation of new culverts at three (3) locations  
30 ○ Site 7: two (2) culverts with 84-inch diameters  
31 ○ Site 9: two (2) culverts with 84-inch diameters  
32 ○ Site 10: two (2) culverts with 24-inch diameters  
33  
34 • Replacement of existing culverts at seven (7) locations  
35 ○ Sites 1-4: single culverts, each with a 12-inch diameter  
36 ○ Site 5: two (2) culverts with 24-inch diameters  
37 ○ Site 6: single culvert with a 36-inch diameter  
38 ○ Site 8: single culvert with a 24-inch diameter  
39

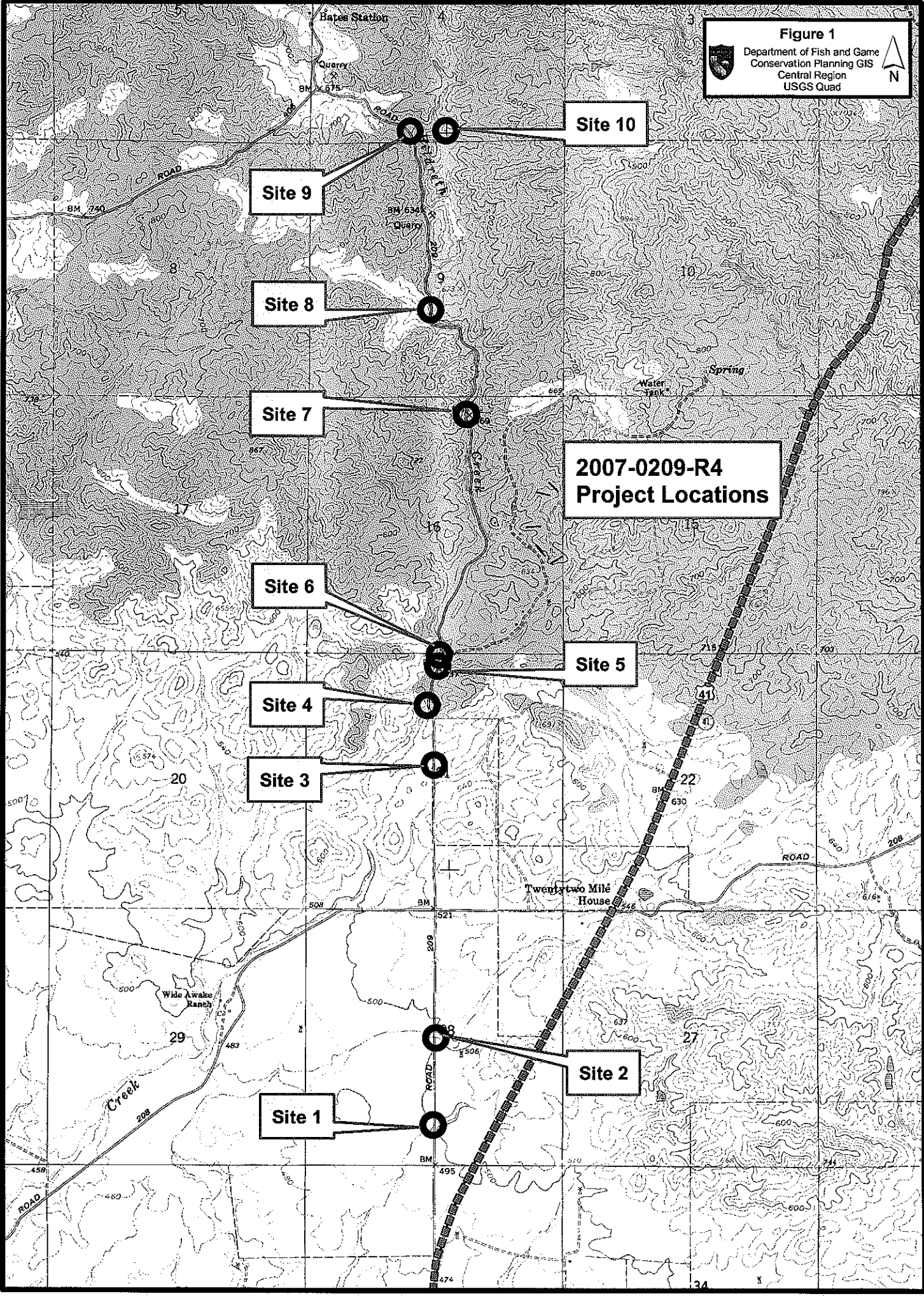
40 **Plant and Animal Species of Concern:** This Agreement is intended to minimize and mitigate  
41 adverse impacts to the wildlife resources that may occupy this area of Hildreth Creek and the  
42 immediate adjacent habitat. Special-status species that could potentially be impacted are the  
43 California tiger salamander (*Ambystoma californiense*), western pond turtle (*Actinemys*  
44 *marmorata*), and Madera leptosiphon (*Leptosiphon serrulatus*), Spiny-sepaled button celery

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1 Figure 1

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**Figure 1**  
Department of Fish and Game  
Conservation Planning GIS  
Central Region  
USGS Quad



1 (*Eryngium spinosepalum*), vernal pool fairy shrimp (*Branchinecta lynchi*), midvalley fairy  
2 shrimp (*Branchinecta mesovallensis*), California linderiella (*Linderiella occidentalis*), as well as  
3 other birds, mammals, fish, reptiles, amphibians, invertebrates and plants that comprise the local  
4 ecosystem.

5  
6 **PROVISIONS:**

7  
8 General

9  
10 1. Agreed activities within the streams may commence after the Department has signed this  
11 Agreement and pre-Project Provisions and protective features are implemented. This Agreement  
12 shall remain in effect for five (5) years beginning on the date signed by the Department. If the  
13 Project is not completed prior to the expiration date defined above, the Operator shall contact the  
14 Department to negotiate a new expiration date and any new requirements.

15  
16 2. When known, the Operator shall provide a construction/work schedule to the Department  
17 (mail, or fax to (559) 243-4020, with reference to Agreement 2007-0209-R4) prior to beginning  
18 any activities covered by this Agreement. The Operator shall also notify the Department upon  
19 the completion of the activities covered by this Agreement.

20  
21 3. Prior to starting any activity within the stream, all workers shall have received training from  
22 the Operator on the contents of this Agreement, the resources at stake, and the legal  
23 consequences of non-compliance.

24  
25 4. Any native vegetation damaged or removed incidental to Project activities, shall be subject  
26 to compensatory mitigation as described in the Restoration provisions below. Any such  
27 mitigation shall be implemented by the Operator above and beyond any restoration proposed in  
28 the Notification and shall be incorporated into any monitoring plan proposed by the Operator.

29  
30 Flagging/Fencing

31  
32 5. Within the stream corridors, the Operator shall identify the upstream and downstream limits  
33 of the minimum required work area, the Project footprint, and other encroachments into the  
34 stream including any required vehicle access corridors. These limits shall be identified by the  
35 Operator prior to construction. All areas within the identified work area limits shall be  
36 considered Environmentally Sensitive Areas (ESA) and shall not be disturbed. Flagging/fencing  
37 shall be maintained in good repair for the duration of the Project.

38  
39 Listed/Sensitive Species

40  
41 6. This Agreement does not allow for the "take," or "incidental take," of any State- or Federal-  
42 listed threatened or endangered species.

43  
44 7. The Operator affirms that no "take" of listed species will occur as a result of this Project  
45 and will take prudent measures to ensure that all "take" is avoided. The Operator acknowledges

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1 that they fully understand that they do not have State "incidental take" authority. If any State- or  
2 Federal-listed Threatened or Endangered species occur within the proposed work area or could  
3 be impacted by the work proposed, and thus "taken" as a result of Project activities, the Operator  
4 is responsible for obtaining and complying with required State and Federal threatened and  
5 endangered species permits or other written authorization before proceeding with this Project.  
6

7 8. Liability for any "take," or "incidental take," of such listed species remains the separate  
8 responsibility of the Operator for the duration of the Project. The Operator shall immediately  
9 notify the Department of the discovery of any such rare, threatened, or endangered species prior  
10 to and/or during construction.

11  
12 Wildlife  
13

14 9. If any wildlife is encountered during the course of construction, said wildlife shall be  
15 allowed to leave the construction area unharmed.  
16

17 10. Prior to the commencement of any ground disturbance, a qualified biologist shall conduct a  
18 training session for all construction personnel. At a minimum the training shall include a  
19 description of special-status species and associated habitat potentially present, the general  
20 measures that are being implemented to conserve special-status species as they relate to the work  
21 site, and identification of work site ESA boundaries where construction may not occur.  
22

23 Aquatic and Semi-aquatic wildlife:  
24

25 11. All instream work shall be performed in isolation from surface water flow. If Project  
26 activities cannot be completed when the channel is dry, the operator shall install sheet piling,  
27 cofferdams, or other Department-approved methods to divert flows and isolate in-water work  
28 areas (see Diversion and Dewatering below). Upon Project completion, diversion structures shall  
29 be removed from affected watercourses in such manner as to allow for the least amount of  
30 disturbance to the substrate.  
31

32 12. If diversion of the work site occurs by pumping, intakes shall be completely screened with  
33 wire mesh not larger than 0.5-millimeters to prevent aquatic/semi-aquatic wildlife from entering  
34 the pump system. Water shall be released or pumped in a manner and at an appropriate rate to  
35 maintain unimpeded downstream flows during construction. Upon completion of construction  
36 activities, any barriers to flow shall be removed in a manner that returns stream flow to its natural  
37 channel with the least disturbance to the substrate.  
38

39 13. A qualified biologist shall survey the work site no more than two (2) weeks prior to  
40 commencement of ground-disturbing activities. If Project activities will be done during the  
41 California tiger salamander (CTS) dormancy period, the biologist shall cordon off as ESA,  
42 potential underground refugia (i.e., ground squirrel or gopher burrows) to the maximum extent  
43 while still allowing the completion of Project goals. If Project activities will be done during the  
44 CTS breeding season, the biologist shall visually survey areas of potential effect. If CTS are

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1 observed, the biologist shall contact the Department for direction regarding additional mitigation  
2 measures as appropriate.

3  
4 Birds

5  
6 14. To protect nesting birds, no tree removal shall occur from March 1 through August 1 unless  
7 the following surveys are completed.

8  
9 Raptors: Survey for nesting activity of raptors (e.g., hawks, falcons, eagles, etc.) within  
10 100 feet of the construction site. If any active nests are observed, these nests and nest trees  
11 shall be designated an ESA and protected from disturbance during Project construction.

12  
13 Other Avian Species: Survey for nesting activity within the defined work area no more  
14 than 2 weeks prior to construction. If any nesting activity is observed (including cavity  
15 nesting), the nests and trees shall not be damaged or removed until the young have fledged  
16 and left the nest. The Operator shall obtain Department approval prior to removing nesting  
17 trees. Project activities not requiring tree removal may proceed without nesting bird  
18 surveys.

19  
20 Vegetation

21  
22 15. The disturbance or removal of vegetation shall not exceed the minimum necessary to  
23 complete operations (with the exception of exotic plant species) and shall only occur within the  
24 defined work area. Precautions shall be taken to avoid other damage to vegetation by people or  
25 equipment.

26  
27 16. Native riparian shrubs and trees, and oak trees with trunks greater than or equal to four (4)  
28 inches diameter at breast height (DBH), if removed during Project activities shall be mitigated  
29 for by implementation of a Revegetation Plan described in Restoration below.

30  
31 Vehicles

32  
33 17. Vehicles shall not be operated in areas where surface water is present. Vehicles shall only  
34 operate in the channel during naturally dry conditions or while the affected section of stream is  
35 dewatered (see Diversion/Dewatering below).

36  
37 18. Construction vehicle access to the stream banks and bed shall be limited to predetermined  
38 ingress and egress corridors on existing roads. All other areas adjacent to the work site shall be  
39 considered an ESA and shall remain off-limits to construction equipment. Vehicle corridors and  
40 the ESA shall be identified by the Operator and shall be fenced/flagged as described above.

41  
42 19. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be  
43 checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic  
44 and terrestrial life.

1 Erosion

2  
3 20. The Operator shall develop plans to control erosion and stabilize areas subject to ground  
4 disturbance during construction. A Construction Period Erosion Prevention and Contingency  
5 Plan shall be developed and implemented prior to commencement of Project activities. The Plan  
6 may include or be comprised of a statement of Best Management Practices (BMPs), winterization  
7 plan, etc. used to prevent pollution of surface water.

8  
9 21. All disturbed soils within the Project site shall be stabilized to reduce erosion potential,  
10 both during and following construction. Planting, seeding with native species, and mulching is  
11 conditionally acceptable. Where suitable vegetation cannot reasonably be expected to become  
12 established, non-erodible material shall be used for such stabilization. Any installation of non-  
13 erodible material, not included in the original Project description, shall be coordinated with the  
14 Department (see Restoration below).

15  
16 22. Silty water shall not be discharged into the stream, or created within the stream. The  
17 Operator's management measures addressing siltation shall be included in its Construction  
18 Period Erosion Prevention and Contingency Plan described above. Precautions to minimize  
19 siltation shall include the requirement that instream work be isolated such that silt or other  
20 deleterious materials are not allowed to pass into the stream and to downstream reaches. If it is  
21 determined that silt levels resulting from Project-related activities constitute a threat to aquatic  
22 life, activities associated with the siltation shall be halted until effective Department-approved  
23 control devices are installed, or abatement procedures are initiated.

24  
25 Pollution

26  
27 23. Fueling, staging and storage areas for vehicles, equipment, materials, fuels, lubricants, and  
28 solvents shall be located outside of the stream channel and banks. Stationary equipment such as  
29 motors, pumps, generators, compressors and welders, located within or adjacent to the stream,  
30 shall be positioned over drip-pans.

31  
32 24. Raw cement, concrete or washings thereof, asphalt, drilling fluids or lubricants, paint or  
33 other coating material, oil or other petroleum products, or any other substances which could be  
34 hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be  
35 prevented from contaminating the soil and/or entering the channel.

36  
37 25. The cleanup of all spilled materials shall begin immediately. The Department shall be  
38 notified immediately by the Operator of any spills and shall be consulted regarding cleanup  
39 procedures.

40  
41 26. All Project generated debris, materials and rubbish shall not be deposited in the stream and  
42 shall be removed from areas where such materials could be washed into the stream.

1 Diversion and Dewatering

2  
3 27. In the event surface water flows are encountered in the channel during Project activities,  
4 diversion of water flow shall be required to complete Project activities and the Operator shall  
5 submit a Diversion and Dewatering Plan. Water drafting, pumping, or other water diversion  
6 shall be done in a manner that is not harmful to fish or other aquatic or semi-aquatic species of  
7 wildlife. Pump inflow tubes or hoses shall be contained within a 0.5-millimeter mesh screened  
8 cage to exclude all wildlife that may otherwise be harmed in the process.

9  
10 28. Any equipment or structures placed in the active channel for water drafting, pumping or  
11 diversion shall be done in a manner that a) prevents pollution and/or siltation, b) provides flows  
12 to downstream reaches at all times to support aquatic life; c) provides flows of sufficient quality  
13 and quantity, and of appropriate temperature to support aquatic life, both above and below the  
14 diversion; and d) restores normal flows to the affected stream immediately upon completion of  
15 work at each location.

16  
17 29. Any dewatering activities shall be done in a manner that prevents pollution and/or siltation  
18 of downstream reaches. Infiltrating groundwater removed from excavations shall be pumped to a  
19 low-gradient vegetated upland area before discharging into the stream channel. Water pumped to  
20 upland areas shall be discharged in a manner as to not cause erosion (i.e., installation of velocity  
21 dissipators at the outfall).

22  
23 Structures

24  
25 30. The Operator confirms that any and all structures and constructed features shall be properly  
26 aligned and otherwise engineered, installed, and maintained, to assure resistance to washout, and  
27 to erosion of the stream bed, stream banks and/or fill and that they will not cause long-term  
28 changes in water flows that adversely modify the existing upstream or downstream stream  
29 bed/bank contours or increase sediment deposition.

30  
31 31. Rock slope protection shall be properly placed and of sufficient size to withstand  
32 anticipated flows without being dislodged. Rock slope protection shall be keyed into the bed and  
33 banks to a minimum depth of 50 percent of the rock diameter.

34  
35 Fill/Spoil

36  
37 32. Spoil storage sites shall not be located within the stream, where spoil will be washed into  
38 the stream, or where it will cover aquatic or riparian vegetation.

39  
40 33. Only on-site materials and clean imported fill shall be used to complete the Project. Fill  
41 shall be limited to the minimal amount necessary to accomplish the agreed activities. Excess fill  
42 material shall be moved off-site at Project completion.

1 Restoration

2  
3 34. Structures and associated materials, not designed to withstand high seasonal flows, shall be  
4 removed to areas above the high-water mark before such flows occur.

5  
6 35. The Operator shall implement any and all restoration activities proposed in its Notification.  
7 Where proposed restoration is not consistent with this Provision, the Operator shall incorporate  
8 the revegetation guidelines below and submit a revised mitigation plan to the Department for  
9 approval prior to commencement of the proposed work. The Operator shall submit a Restoration  
10 Plan that includes:

- 11
- 12 • Compensation for removed trees by:
    - 13 ○ Identifying species damaged or removed during Project activities
    - 14 ○ Describing, how, where, and when replacement shrubs and trees will be planted
      - 15 ▪ Riparian trees (i.e., willow, cottonwood, poplar, alder, ash, etc.) and shrubs shall
      - 16 be replaced in-kind, at a ratio of 4:1, and planted in the nearest suitable location
      - 17 to the area where they were removed
      - 18 ▪ Oaks having a DBH of greater than four (4) inches shall be replaced in-kind, at a
      - 19 ratio of 4:1, and planted during the winter dormancy period in the nearest
      - 20 suitable location to the area where they were removed
    - 21 ○ Proposing measures to be taken (i.e., irrigation methods if necessary, and
    - 22 maintenance) to ensure a performance criteria of 70 percent survival of planted trees
    - 23 for a period of three (3) consecutive years, and an additional two (2) years without
    - 24 assistance
  - 25
  - 26 • Seeding and mulching exposed slopes, or stream banks not revegetated with riparian
  - 27 shrubs or trees, with a blend of a minimum of three (3) locally native grass species
    - 28 ○ One or two sterile non-native perennial grass species may be added to the seed
    - 29 mix provided that amount does not exceed 25 percent of the total seed mix by
    - 30 count
    - 31 ○ Locally native wildflower and/or shrub seeds may also be included in the seed
    - 32 mix
    - 33 ○ Seeding shall be completed as soon as possible, but no later than November 15 of
    - 34 the year construction ends

35  
36 36. A seed mixture shall be submitted to the Department for approval prior to application. At  
37 the discretion of the Department, all exposed areas where seeding is considered unsuccessful  
38 after 90 days shall receive appropriate soil preparation and a second application of seeding,  
39 straw, or mulch as soon as is practical on a date mutually agreed upon.

40  
41 37. Where suitable vegetation cannot be reasonably expected to become established, non-  
42 erodible materials shall be used for such stabilization. Any installation of non-erodible materials  
43 not described in the original Project description shall be coordinated with the Department.  
44 Coordination may include the negotiation of additional Agreement Provisions for this activity.

1 38. Operator shall submit annually a Restoration Monitoring Report as described in the MRP  
2 below.

3  
4 **MONITORING AND REPORTING PROGRAM (MRP):**

5  
6 PURPOSE OF THE MRP

7  
8 The purpose of the MRP is to ensure that the protective measures required by the Department are  
9 properly implemented, and to monitor the effectiveness of those measures.

10  
11 OBLIGATIONS OF THE OPERATOR

12  
13 The Operator shall have primary responsibility for monitoring Project compliance and  
14 effectiveness of all protective measures included as "Provisions" in this Agreement. Protective  
15 measures must be implemented within the time periods indicated in the Agreement and as  
16 described below.

17  
18 The Operator shall submit the following to the Department:

- 19
- 20 • Construction/work schedule (Provision 2)
  - 21
  - 22 • If necessary, Diversion and Dewatering Plan (Provision 27)
  - 23
  - 24 • Revegetation Plan (Provision 35)
  - 25
  - 26 • Seed mixture to be used to control erosion (Provision 36)
  - 27
  - 28 • Restoration Monitoring Report shall be submitted to the Department in December of each  
29 year until the performance criteria described in the Revegetation Plan is met. The report  
30 shall assess the revegetation status, effectiveness of maintenance methods, whether or not  
31 the revegetation is expected to achieve the performance criteria, and shall propose  
32 additional measures that will be taken to achieve the performance criteria during the next  
33 year. Photo documentation of monitoring and maintenance for each year shall be part of  
34 the annual reports (Provision 38).
  - 35
  - 36 • A Final Project Report submitted within 30 days after the Project is completed. The final  
37 report shall summarize the Project construction, including any problems relating to the  
38 protective measures of this Agreement. "Before and after" photo documentation of the  
39 Project site shall be required.
  - 40

41 In addition to the above monitoring and reporting requirements, the Department requires as part  
42 of this MRP that the Operator:

- 1 • Immediately notify the Department in writing if monitoring reveals that any of the  
2 protective measures were not implemented during the period indicated in this program, or if  
3 it anticipates that measures will not be implemented within the time period specified.  
4
- 5 • Immediately notify the Department if any of the protective measures are not providing the  
6 level of protection that is appropriate for the impact that is occurring, and  
7 recommendations, if any, for alternative protective measures. This includes any erosion  
8 detected in the Project area.  
9

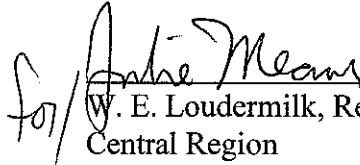
10 **VERIFICATION OF COMPLIANCE:**  
11

12 The Department shall verify compliance with management compliance measures to ensure the  
13 accuracy of the Operator's monitoring and reporting efforts. The Department may, at its sole  
14 discretion, review relevant Project documents maintained by the Operator, interview the  
15 Operator's employees and agents, inspect the Project area, and take other actions to assess  
16 compliance with or effectiveness of management compliance measures for the Project.

1 **CONCURRENCE:**  
2  
3  
4  
5

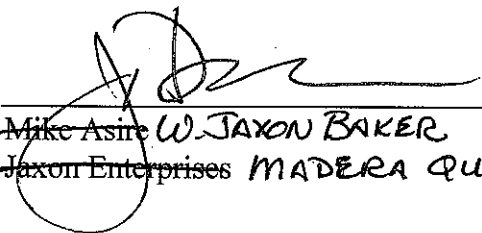
6 **APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME**

7  
8 on 6-13, 2008.  
9

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11   
12 W. E. Loudermilk, Regional Manager  
13 Central Region  
14  
15  
16  
17

18 **ACKNOWLEDGMENT**  
19

20 The undersigned acknowledges receipt of this Agreement and, by signing, accepts and agrees to  
21 comply with all terms and conditions contained herein. The undersigned also acknowledges that  
22 adequate funding shall be made available to implement the measures required by this Agreement.  
23  
24  
25

26  
27  
28 By:   
29 W. JAXON BAKER  
30 Jaxon Enterprises MADERA QUARRY, INC.

Date: 5-30-08

Agreement No. 2007-0209-R4  
~~Mr. Mike Asire~~  
Hildreth Creek - Madera County