



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 19, 2020

IN REPLY PLEASE
REFER TO FILE: **SWE-5**

Ms. Deborah Smith
California Regional Water Quality Control Board
Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Attention Ms. Valerie Carrillo Zara

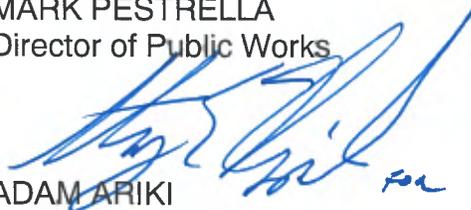
Dear Ms. Smith:

**DEVIL'S GATE
RESERVOIR RESTORATION PROJECT
ANNUAL REPORT – FILE NO. 15-053**

Enclosed for your reference is the annual monitoring report for the Devil's Gate Reservoir Restoration Project, File No 15-053. If you have any questions, please contact Mr. Mark Gim at (626) 458-6139 or tgim@pw.lacounty.gov or George De La O at (626) 458-7155 or gdelao@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works


ADAM ARIKI
Assistant Deputy Director
Stormwater Engineering Division

MG:vt

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Enc.

REPORT AND NOTIFICATION COVER SHEET

Project: Devil's Gate Reservoir Sediment Removal and Management Project

Permittee: Los Angeles County Flood Control District

Reg. Meas. ID: 401532

Place ID: 815904

File No: 15-053

Report Type Submitted

Part A - Project Reporting

Report Type Annual Report

Part B - Project Status Notifications

Report Type Commencement of Construction

Report Type Request for Notice of Completion of Discharges Letter

Report Type Request for Notice of Project Complete Letter

Part C - Conditional Notifications and Reports

Report Type Accidental Discharge of Hazardous Material Report

Report Type Violation of Compliance with Water Quality Standards Report

Report Type In-Water Work/Diversions Water Quality Monitoring Report

Report Type Modifications to Project Report

Report Type Transfer of Property Ownership Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

STERLING KLIPPEL

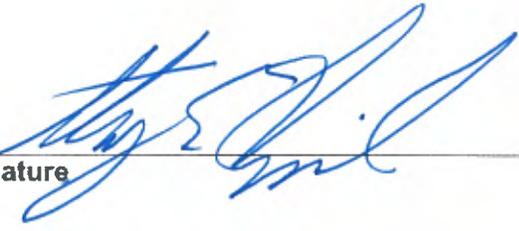
PRINCIPAL ENGINEER

Print Name ¹

Affiliation and Job Title

Signature

Date



8-19-2020

STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize Mark Gim to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.



Permittee's Signature

8-19-2020

Date

*This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 20, 2018

IN REPLY PLEASE

REFER TO FILE: **SWQ-5**

Ms. Deborah Smith
Executive Officer
California Regional Water Quality
Control Board – Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Attention Ms. LB Nye

Dear Ms. Smith:

**DESIGNATION OF DULY AUTHORIZED REPRESENTATIVES FOR THE CLEAN
WATER ACT AND PORTER-COLOGNE ACT REPORTING**

In order to meet federal and State requirements, all permit applications, reports, and other requested information must be signed by a Principal Executive Officer, ranking elected official, or other duly authorized employee. I am the designated signature authority for the County of Los Angeles Department of Public Works and hereby designate those in the position of Assistant Deputy Director and Principal Engineer as having responsibility for the overall operation of the regulated activity and to sign and certify all Clean Water Act- and Porter-Cologne Act-related documents.

If you have any questions, please contact Mr. Paul Alva at (626) 458-4325 or palva@dpw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works

PA:rc

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**ANNUAL REPORT
DEVIL'S GATE RESERVOIR RESTORATION PROJECT
LOS ANGELES COUNTY**

Prepared for:

**CALIFORNIA REGIONAL WATER QUALITY CONTROL
BOARD – LOS ANGELES REGION**
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Prepared by:

**LOS ANGELES COUNTY
PUBLIC WORKS**
900 South Fremont Avenue
Alhambra, CA 91803

July 2020

**ANNUAL REPORT
DEVIL'S GATE RESERVOIR RESTORATION PROJECT
LOS ANGELES COUNTY**

The Los Angeles County Public Works prepared this annual report to comply with the California Regional Water Quality Control Board Section 401 Water Quality Certification, File No. 15-053. This report describes in detail all the project activities completed.

Construction Summary

Season 1

- Removal of 51 acres of vegetation started on November 27, 2018 and was completed on January 7, 2019.
- Access road construction started on November 27 and was completed by April 8, 2019.
- Sediment hauling started on May 21 and was completed on November 15, 2019.

Season 2

- Traffic signal improvements on haul routes, in response to enhance safety and improve traffic flow around the project site, started January 27 and was completed by April 15, 2020
- Road improvements on haul routes, to protect and preserve the local roads used by haul trucks started on April 14 and was completed by April 17, 2020.
- Second season of sediment hauling started on June 4, 2020.

Public Works' Standard Specifications and Construction Site Best Management Practices were followed during construction activities.

Refer to Attachment A – Pre and Post Construction Photographs for pre-project and current photos and Attachment B – Project Progress for a map showing general project progress.

Miscommunication between surveyors and the biological monitor and the vegetation removal contractor regarding the offset in the boundary resulted on approximately 0.1 acres of additional habitat cleared outside the limits of the clearing and grubbing. A boundary discrepancy was discovered during the investigation and permit amendments are in progress.

Mitigation for Temporary Impacts Status

Implementation of the initial vegetation clearing in the Permanent Maintenance Area (PMA) and within the clearing and grubbing limits began on November 27, 2018. Additional temporary impacts occurred in Mitigation Areas DG-3A, DG-7, DG-8 and in a thin strip around the perimeter of the reservoir (See yellow highlighted areas on Attachment C – Devil's Gate Temporary Impact Areas). Mitigation in the form of restoration of temporary impacts in these areas will be implemented at the completion of the sediment removal after the side slopes are constructed.

Portions of temporary impact area DG-3A were replanted.

Compensatory Mitigation for Permanent Impacts Status

Part A. Permittee Responsible

Habitat restoration is being implemented to comply with the compensatory mitigation requirements in Sections X and XIV, items H and I in the Clean Water Act Section 401 Water Quality Certification and Order for the Devil's Gate Reservoir Sediment Removal and Management Project (4WQC40115053) issued by the Los Angeles Regional Water Quality Control Board (August 15, 2018). Implementation of habitat mitigation for Phase 1 was conducted in mitigation areas DG-1, DG-2A, DG-2B, DG-3A, DG-4, DG-4B, DG-4C, and DG-5. A small portion of Phase 1 mitigation areas DG-1, DG-3A, and DG-4 were included in the temporary impacts around the perimeter of the Project and will be restored following the completion of the side slopes configuration. Implementation of habitat mitigation is being conducted according to the Final Habitat Restoration Plan (HRP) for the Project, which addresses the impact areas associated with the Project and the on-site compensatory mitigation areas at the Project site. As a reference, the *Post-Implementation Mitigation Site As-Built Report*, which addresses the Phase 1 restoration areas, is provided as an attachment to this annual report (Attachment D – Post-Implementation Mitigation Site As-Built Report). Separate as-built reports will be prepared for the subsequent restoration phases for the Project.

The original design of the onsite mitigation for the Devil's Gate Reservoir Restoration Project (Project) includes the creation, restoration, and enhancement of 69.94 acres located outside of the PMA for the Project. The 69.94 acres of mitigation are required to compensate for permanent impacts to 41.98 acres and for temporary impacts to 16.17 acres. In addition, the Episodic Maintenance Area, or side slopes of the PMA, which encompasses 7.34 acres, will be replanted with native vegetation, including shrub and annual species associated with riparian scrub and alluvial scrub vegetation communities.

Habitat restoration implementation commenced on November 19, 2018 and included nonnative and invasive plant removal and follow-up weed abatement efforts. Upon completion of the initial weed abatement effort, the seeding process, which consisted of broadcast seeding, commenced on April 4, 2019 and container plant installation commenced on August 8, 2019.

Attachment E – Devil’s Gate Mitigation Area Phase 1 Planting Area shows the Phase 1 restoration areas, which are the areas where the implementation of the mitigation has been completed. Note that even though all of DG-4 is shown on the figure as being planted, small portions of DG-4 will be included in the subsequent restoration phases. These areas have now entered the post-implementation maintenance and monitoring phase.

Installation of all phases of the mitigation has not yet been completed. Additional phases of mitigation implementation will occur in the fall/winter seasons of 2020/2021 and 2021/2022.

Part B. Mitigation Bank or In-Liue Fee

A purchase agreement was signed with Land Veritas Corp, the bank Sponsor of Petersen Ranch Mitigation Bank. Proof of purchase of credit types and quantities can be found on Attachment F – Agreement for Purchase and Sale of Mitigation Values

DEVIL'S GATE RESERVOIR SEDIMENT REMOVAL AND MANAGEMENT PROJECT

Attachment A	Pre and Post Construction Photographs
Attachment B	Project Progress
Attachment C	Devil's Gate Temporary Impacts Areas
Attachment D	Post-Implementation Mitigation Site As-Built Report
Attachment E	Devil's Gate Mitigation Area Phase 1 Planting Area
Attachment F	Agreement for Purchase and Sale of Mitigation Values

Attachment A – Pre and Post Construction Photographs



12/11/18 – Vegetation removal inside reservoir and ESA fence installation (from top of dam).



12/17/18 – Vegetation removal inside reservoir after only 7 working days.



1/9/19 – View of the reservoir



3/26/19 – Imported fill is building up east access road for direct access off Oak Grove Drive.



4/10/19 – Base material compacted on east access road.



4/3/19 – Pouring concrete pavement for west access road driveway.



4/12/19 – Pouring concrete for east access road



4/22/19 – Overall project site



6/27/19 – Loader patting down tops of load to ensure freeboard compliance.



7/15/19 –Loading operations close to the dam face



9/19/19 – Two tire washes in operation at Devil's Gate Reservoir



6/4/20 – Overall view of site operations on day one of Season 2 hauling



6/5/20 – Watering operation at excavation area while loading sediment haul trucks

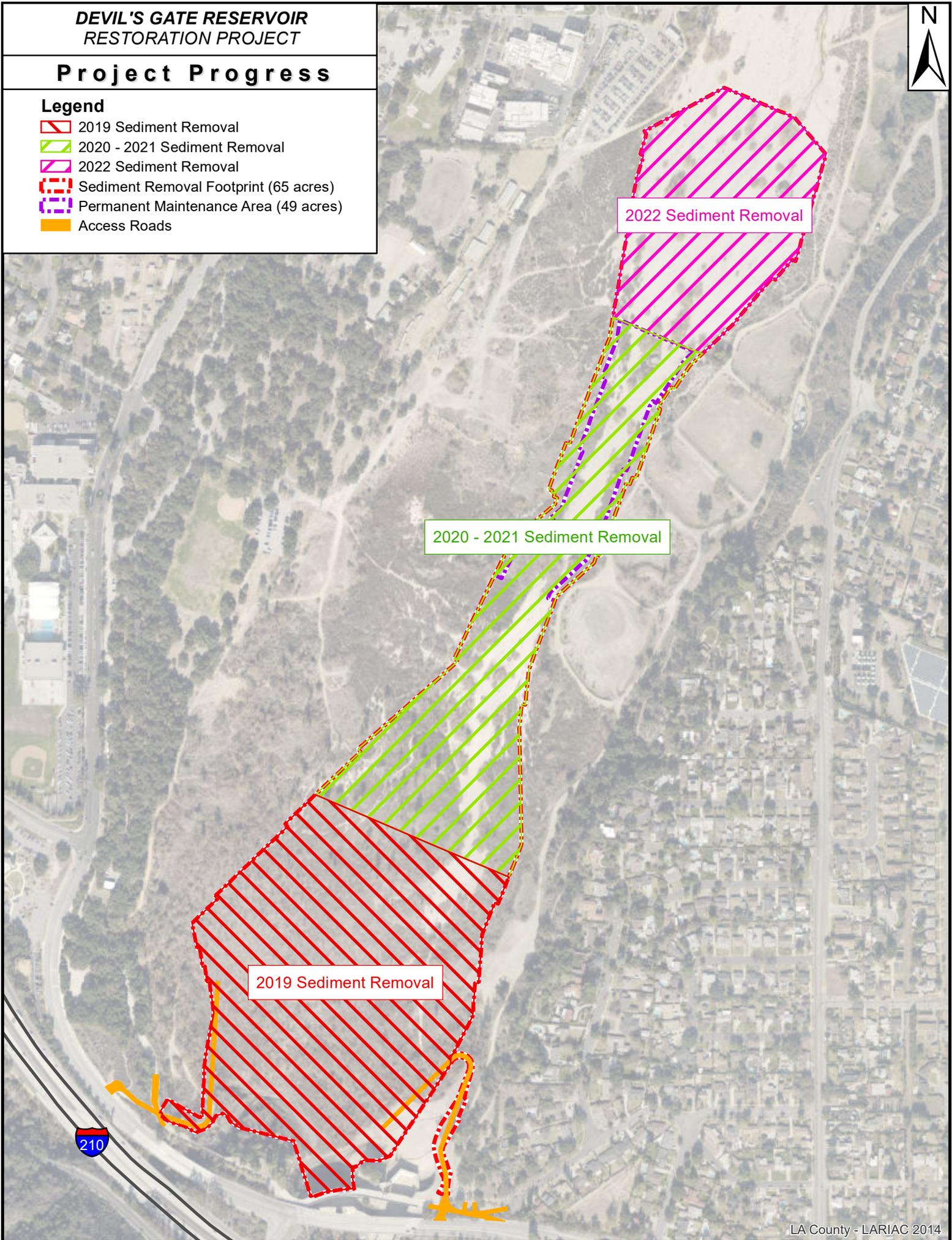
Attachment B – Project Progress

**DEVIL'S GATE RESERVOIR
RESTORATION PROJECT**

Project Progress

Legend

-  2019 Sediment Removal
-  2020 - 2021 Sediment Removal
-  2022 Sediment Removal
-  Sediment Removal Footprint (65 acres)
-  Permanent Maintenance Area (49 acres)
-  Access Roads



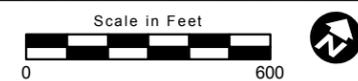
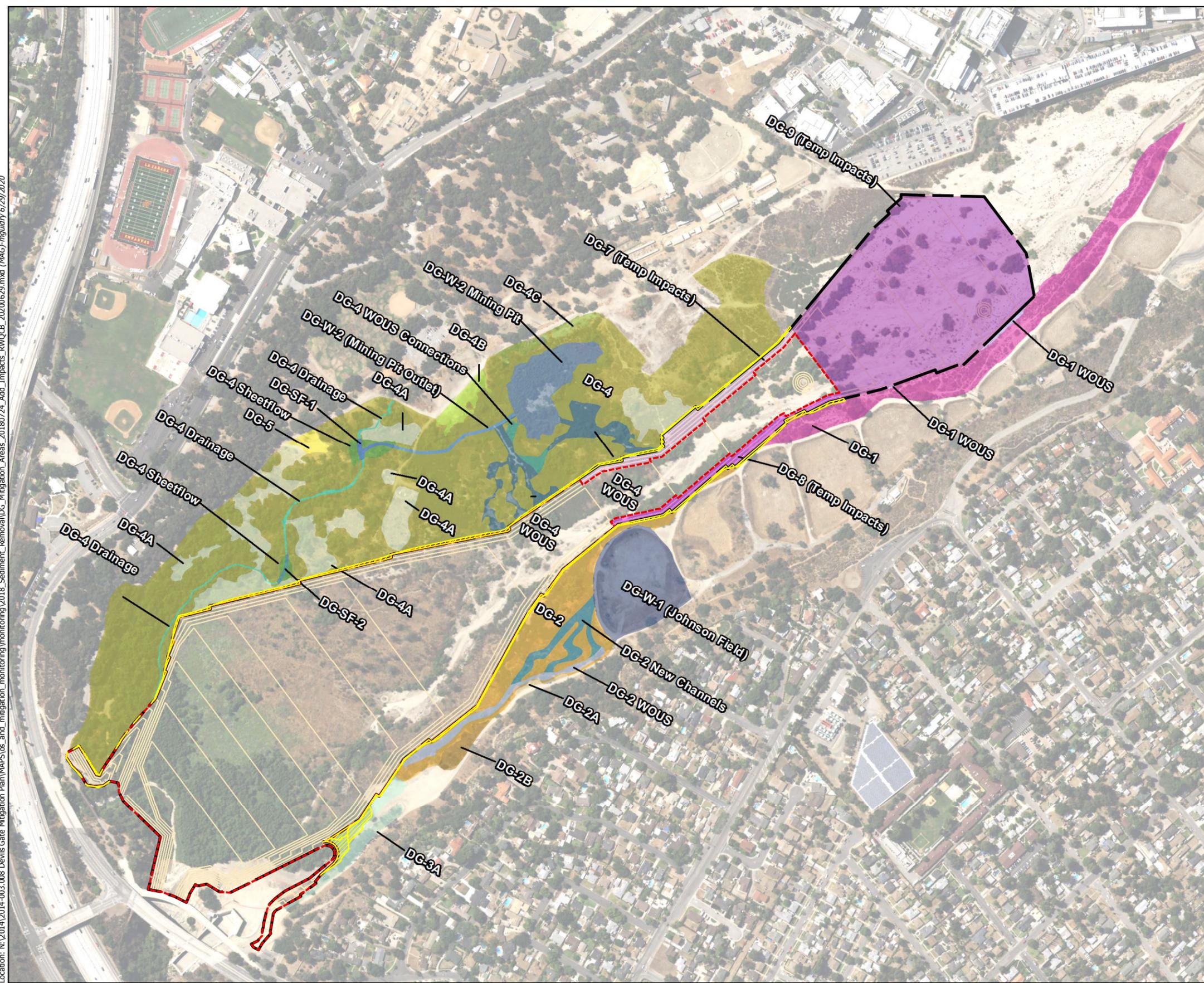
Attachment C –Devil’s Gate Temporary Impact Areas

Location: N:\2014\2014-003.008 Devils Gate Mitigation Plan\Map5\os_and_mitigation_monitoring\2018_Sediment_Removal\DC_Mitigation_Areas_20180724_Add_Impacts_RVQCB_20200629.mxd (MAG)-mguidry 6/29/2020

Devil's Gate Temporary Impact Areas

- Map Features**
- Initial Sediment Removal Footprint 1
 - Permanent Maintenance Footprint 1
 - Additional Temporary Impact Area
 - Sediment Removal Excavation Contours 1
- Mitigation Areas**
- DG-1
 - DG-1 WOUS
 - DG-2
 - DG-2 New Channels
 - DG-2 WOUS
 - DG-2A
 - DG-2B
 - DG-3A
 - DG-4
 - DG-4 Drainage
 - DG-4 Sheetflow
 - DG-4 WOUS
 - DG-4 WOUS Connections
 - DG-4A
 - DG-4B
 - DG-4C
 - DG-5
 - DG-7 (Temp Impacts)
 - DG-8 (Temp Impacts)
 - DG-9 (Temp Impacts)
 - DG-SF-1
 - DG-SF-2
 - DG-W-1 (Johnson Field)
 - DG-W-2 (Mining Pit)
 - DG-W-2 (Mining Pit Outlet)

Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Attachment D – Post-Implementation Mitigation Site As-Built Report

Phase 1 Mitigation Site As-Built Report

Devil's Gate Reservoir Restoration Project

City of Pasadena
Los Angeles County, California

Prepared for:

Los Angeles County Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Contact: Mr. Mark Gim

Prepared by:

ECORP Consulting, Inc.
2861 Pullman Street
Santa Ana, California 92705
Contact: Ms. Carley Lancaster

August 17, 2020



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

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- Appendix A – Streambed Alteration Agreement No. 1600-2015-0263-R5
- Appendix B – Photo Documentation

LIST OF ACRONYMS AND ABBREVIATIONS

CDFW	California Department of Fish and Wildlife
HRP	Habitat Restoration Plan
LACPW	Los Angeles County Public Works
LSAA	Lake and Streambed Alteration Agreement
N/A	Not Applicable
PLS	Pure Live Seed
PMA	Permanent Maintenance Area
Project	Devil's Gate Reservoir Restoration Project
RE	Restoration Ecologist

1.0 INTRODUCTION

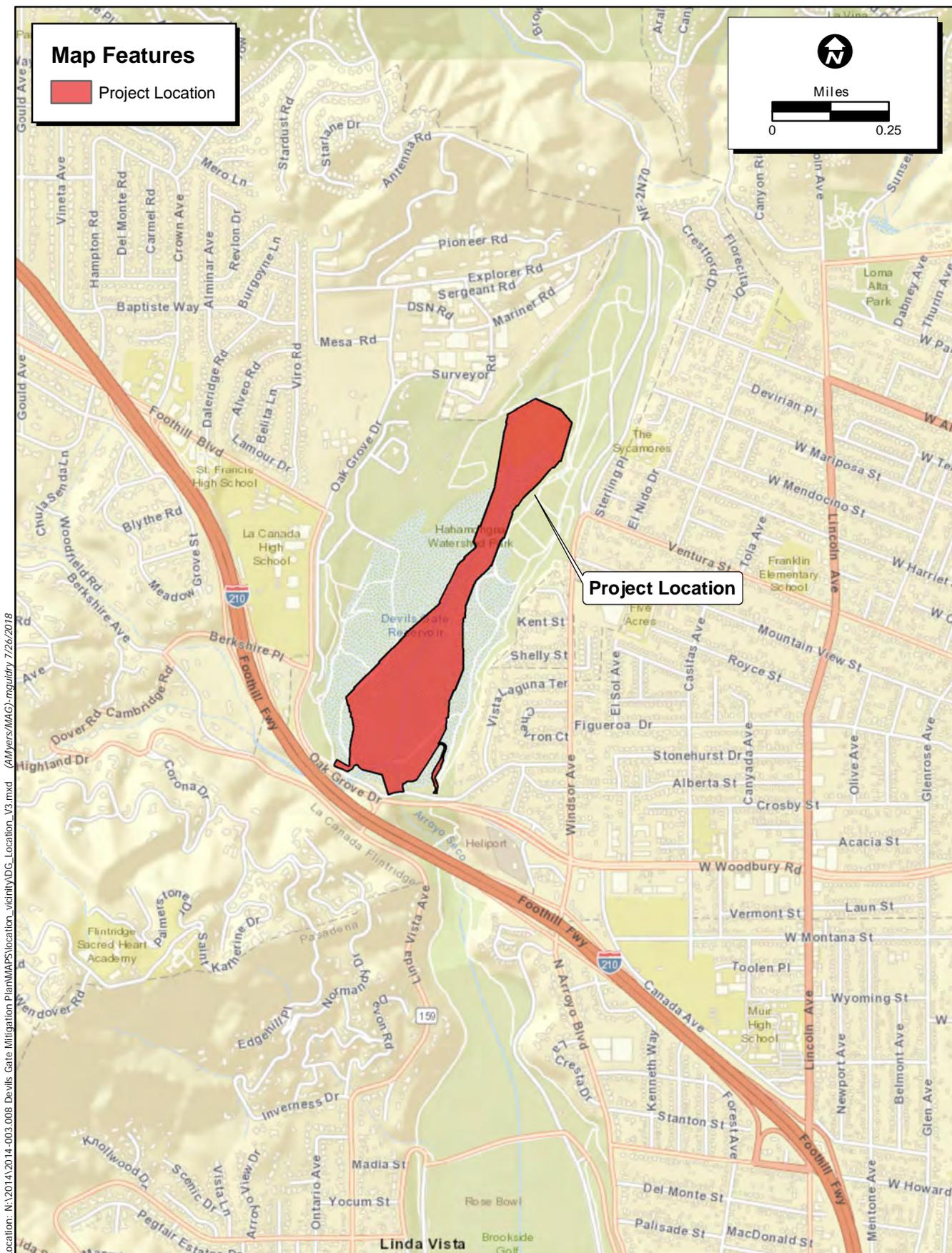
The Los Angeles County Public Works (LACPW) completed Phase 1 of habitat restoration implementation for the Devil's Gate Reservoir Restoration Project (Project) on February 13, 2020. Habitat restoration is being implemented to comply with the compensatory mitigation requirements in Conditions 3.1, 3.2, and 3.5 of the Lake or Streambed Alteration Agreement (LSAA) (Notification No. 1600-2015-0263-R5 dated March 21, 2017) executed between the California Department of Fish and Wildlife (CDFW) and the Los Angeles County Flood Control District (LACFCD). Two amendments to the LSAA were issued by the CDFW in response to modifications to the boundaries of the Project (dated July 17, 2018) and to address the proposed offsite mitigation component (dated July 16, 2018). Implementation of habitat mitigation for Phase 1 was conducted in mitigation areas DG-1, DG-1 WOUS, DG-2A, DG-2B, DG-3A, DG-4, DG-4B, DG-4C, and DG-5. A small portion of Phase 1 mitigation areas DG-1, DG-3A, and DG-4 were included in the temporary impacts around the perimeter of the Project and will be restored following the completion of the side slopes configuration. A small portion of DG-3A is being used for staging construction equipment and will be restored following the completion of the Project. Implementation of habitat mitigation was conducted according to the Final Habitat Restoration Plan (HRP) for the Project (dated November 2018) which addresses the impact areas associated with the Project and the on-site compensatory mitigation areas at the Project site (ECORP 2018). According to the HRP, onsite compensatory mitigation will include the creation, restoration, and enhancement of native habitats with the purpose of providing quality habitat for an abundance of wildlife including the least Bell's vireo (*Vireo bellii pusillus*), which is listed as endangered under the Federal Endangered Species Act (ESA) and the California Endangered Species Act (CESA) (CDFW 2018). Per Condition 4.5 of the LSAA (Appendix A), a Mitigation Site As-Built Report shall be submitted to CDFW within 60 days of completing the initial restoration activities. This *Post-Implementation Mitigation Site As-Built Report* only addresses the Phase 1 restoration areas. Separate as-built reports will be prepared for the subsequent restoration phases for the Project.

The Project, which includes an initial removal of 1.7 million cubic yards (cy) of sediment to establish a Permanent Maintenance Area (PMA), will restore flood capacity and establish a reservoir management system to maintain the flood control capacity of the reservoir. Subsequently, annual maintenance and episodic maintenance will be conducted in the established PMA to remove accumulated sediment and to ensure continued flood control capacity. Removal of sediment will not occur outside of the boundaries of the PMA.

1.1 Project Location

The Project is located in the City of Pasadena (City) in Los Angeles County on the Pasadena United States Geological Survey (USGS) California 7.5' topographic quadrangle (Figure 1). More specifically, the Project is located within the upper portion of the Arroyo Seco Watershed within the City's Hahamongna Watershed Park (Figure 2). The Project site is located along an approximately 4,754-foot linear section of the Arroyo Seco drainage and alluvial fan, which is an area subject to change and disturbance due to erosion, runoff, and sediment movement. The elevation of the Project site ranges from approximately 985-feet above mean sea level (msl) behind the dam, to approximately 1,100-feet above msl at the northern end of the project.

Devil's Gate Reservoir Restoration Project Los Angeles County Public Works	1	August 17, 2020 2018-047.010
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Location: N:\2014\2014-003_008 Devils Gate Mitigation Plan\MAPS\location_vicinity\DG_Location_V3.mxd (AMyers\MAG)\imgdir\7/26/2018

Map Date: 7/26/2018
Source: ESRI

Figure 2. Project Location

2.0 MITIGATION REQUIREMENTS

The LSAA issued by the CDFW for the Project on March 21, 2017 provided a breakdown of the required onsite and offsite compensatory mitigation for permanent impacts (Condition 3.1) as well as the mitigation required for the temporary impacts of the Project (Condition 3.2). The LSAA amendment issued on July 17, 2018 provided a revision to the Project impacts that were based on a revised Project boundary and also revised Condition 3.1 to reflect modifications to the required onsite mitigation. LACPW is currently in the process of preparing an LSAA amendment application that will account for changes to the permitted Project boundary. The changes are a result of clearing that occurred outside of the permitted project boundary and are in response to a legal settlement that has yet to be finalized. The results of the legal settlement will likely be additional changes to the Project boundary and as a result, changes to the mitigation requirements, which will be addressed in future as-built reports.

The original design of the onsite mitigation for the Project, which is what this as-built report is based upon, included the creation, restoration, and enhancement of 69.94 acres subject to CDFW jurisdiction located outside of the PMA. The 69.94 acres of mitigation is required to compensate for permanent impacts to 41.98 acres of CDFW jurisdiction. The LSAA also requires mitigation for temporary impacts to 16.17 acres by delaying the impacts to these areas until the third year of sediment removal and replanting them within 24 months of the impacts. In addition, the Episodic Maintenance Area, or side slopes of the PMA, which encompasses 7.34 acres according to the original design, will be replanted with native vegetation, including shrub and annual species associated with riparian scrub and alluvial scrub vegetation communities. Allowing the side slopes of the Annual Maintenance Area to support native vegetation will provide additional compensatory mitigation by creating a riparian scrub buffer habitat between the areas that are actively managed in the annual maintenance area and the compensatory mitigation areas. The side slopes may be periodically affected by re-contouring if large sediment deposits bury portions of the side slopes. In this case, the sediment will be removed, and the side slopes will be re-contoured and allowed to naturally revegetate. Onsite compensatory mitigation will include invasive and nonnative weed abatement, planting with native container stock, planting pole cuttings for specific species, seeding with native seed material, and maintaining and monitoring each mitigation area for a period of five years for riparian areas and ten years for upland areas, or until all success criteria have been met.

3.0 SUMMARY OF HABITAT RESTORATION IMPLEMENTATION

Habitat restoration implementation was conducted by Nature's Image, with oversight by Carley Lancaster (Restoration Ecologist, ECORP Consulting, Inc. [ECORP]), Josh Corona-Bennett (Senior Restoration Ecologist, ECORP) and Mari Quillman (Biological Resources Program Manager, ECORP). Nature's Image is a subcontractor to ECORP. ECORP is the prime contractor to LACPW. Implementation of habitat restoration for Phase 1 was conducted in mitigation areas DG-1, DG-1 WOUS, DG-2A, DG-2B, DG-3A, DG-4, DG-4B, DG-4C, and DG-5. A total of six vegetation communities were included in the Phase 1 habitat restoration effort including Mulefat Thickets (*Baccharis salicifolia* Shrubland Alliance), Black Willow Thickets (*Salix gooddingii* Woodland Alliance), Coast Live Oak Woodland (*Quercus agrifolia* Woodland Alliance), California Buckwheat Scrub (*Eriogonum fasciculatum* Shrubland Alliance), Scale Broom Scrub

(*Lepidospartum squamatum* Shrubland Alliance), and California Sagebrush – California Buckwheat Scrub (*Artemisia californica-Eriogonum fasciculatum* Shrubland Alliance). Habitat restoration implementation commenced on November 19, 2018, and included nonnative and invasive plant removal and follow-up weed abatement efforts. Following the weed abatement efforts, soil ripping was conducted for mitigation area DG-5 to decompact the soil and prepare the area for container plant installation and seed application. Following initial weed abatement efforts and soil ripping, container plant installation and seed application commenced. Implementation for Phase 1 was completed on February 13, 2020. A description of the habitat restoration implementation is provided in the following sections.

3.1 Weed Abatement

Initial weed abatement activities commenced on November 19, 2018 and were completed on February 20, 2019. Follow-up weed abatement efforts commenced immediately following the completion of the initial weed abatement effort and have been ongoing for the Phase 1 mitigation areas. Pre-planting nonnative and invasive plant removal was conducted using a combination of hand-pulling, weed whips, and hula hoes. During the pre-planting weed removal efforts, all nonnative and invasive plant species that had gone to flower or seed were removed by hand or by using hand tools, placed on tarps, and disposed of in an onsite dumpster. Onsite dumpsters were picked up regularly and the nonnative and invasive plant materials were disposed of at an appropriate facility located outside of the Project site.

Herbicide application was employed for a brief period from February 22, 2019 to March 18, 2019; however, herbicide application was suspended due to public concerns and restrictions put in place by LACPW. The Los Angeles County Board of Supervisors placed a moratorium on use of glyphosate at all County facilities until further notice and the moratorium is currently still in place. During the brief period of herbicide application, only herbicide registered for aquatic use and approved for use in wetland habitat restoration by the regulatory agencies (i.e. Roundup Custom) was used. A blue marking dye was added to allow for the identification of areas sprayed. Species targeted during nonnative and invasive plant removal included wild oat (*Avena fatua*), black mustard (*Brassica nigra*) red brome (*Bromus madritensis ssp. rubens*), poison hemlock (*Conium maculatum*), red-stemmed filaree (*Erodium cicutarium*), foxtail barely (*Hordeum murinum*), perennial pepperweed (*Lepidium latifolium*), and horehound (*Marrubium vulgare*).

3.2 Seeding

Upon completion of the initial weed abatement effort, the seeding process, which consisted of broadcast seeding, commenced on April 4, 2019. Seed used for the Project was procured from S&S Seeds Inc. and only seed materials collected within the acceptable geographic regions described in Section 4.9 of the HRP was used. Broadcast seeding was completed using hand-crank spreaders or simply by-hand. Seed was applied evenly throughout each mitigation area and incorporated into the soil to a depth of approximately 0.5 inches using metal hand rakes. To the extent possible, seed was applied during the fall, winter, or other periods when sufficient rainfall was expected to occur. Approximately 713 pounds of seed was applied during Phase 1. Figure 3 shows the Phase 1 mitigation areas where seeding occurred. Table 1 provides a summary of the species and amounts of seed applied during Phase 1.

Table 1. Summary of Seeding					
Scientific Name	Common Name	PLS Lbs./Acre per HRP ¹	PLS Lbs./Acre Applied	Percent Purity	Percent Germination
Mulefat Thickets Seed Mix					
<i>Ambrosia psilostachya</i>	western ragweed	4	4	5	39
<i>Artemisia douglasiana</i>	mugwort	4	4	92	74
<i>Elymus triticoides</i>	beardless wild rye	4	4	95	67
<i>Urtica dioica</i> ssp. <i>holosericea</i>	hoary nettle	4	4	53	71
<i>Achillea millefolium</i>	yarrow	1	1	99	90
<i>Artemisia dracunculus</i>	tarragon	1	1	7	62
<i>Bromus carinatus</i>	California brome	1	1	98	94
<i>Calystegia macrostegia</i> ssp. <i>intermedia</i>	south coast morning glory	0.5	0.5	99	91
<i>Cirsium occidentale</i>	western thistle	1	1	No Test	No Test
<i>Elymus condensatus</i>	giant wild rye	1	1	93	90
<i>Epilobium canum</i>	California fuchsia	0.5	Not Available ²	N/A	N/A
<i>Eriodictyon parryi</i>	poodle-dog bush	0.5	0.5	48	10
<i>Eschscholzia californica</i>	California poppy	0.5	0.5	99	96
<i>Galium aparine</i>	Cleavers	0.5	0.5	98	28
<i>Gutierrezia californica</i> ⁴	matchweed	0.5	Source not Acceptable ³	N/A	N/A
<i>Lupinus bicolor</i>	bicolored lupine	0.5	0.5	99	94
<i>Lupinus truncata</i>	blunt-leaved lupine	0.5	Not Available ²	N/A	N/A
<i>Monardella breweri</i> ssp. <i>lanceolata</i>	mustang mint	0.5	Not Available ²	N/A	N/A
<i>Phacelia cicutaria</i>	caterpillar phacelia	0.5	0.5	99	51
<i>Phacelia distans</i>	common phacelia	0.5	0.5	99	78
<i>Phacelia minor</i>	wild Canterbury bells	0.5	0.5	99	53
<i>Phacelia parryi</i>	Parry's phacelia	0.5	Not Available ²	N/A	N/A
<i>Marah macrocarpa</i>	chilicothe	0.5	0.5	99	81
<i>Pseudognaphalium californicum</i> ⁴	California everlasting	0.5	Source not Acceptable ³	N/A	N/A
<i>Rumex hymenosepalus</i>	wild rhubarb	0.5	Not Available ²	N/A	N/A
<i>Vitis girdiana</i>	Southern wild grape	1	Not Available ²	N/A	N/A
Primary Seed Mix Total		30.0	25.5		

Table 1. Summary of Seeding					
Scientific Name	Common Name	PLS Lbs./Acre per HRP ¹	PLS Lbs./Acre Applied	Percent Purity	Percent Germination
Black Willow Thickets Seed Mix					
<i>Anemopsis californica</i>	yerba mansa	3	Not Available ²	N/A	N/A
<i>Artemisia douglasiana</i>	mugwort	5	Not Available ²	N/A	N/A
<i>Cyperus eragrostis</i>	tall flatsedge	3	3	83	60
<i>Elymus triticoides</i>	beardless wild rye	2	2	95	67
<i>Urtica dioica</i> ssp. <i>holosericea</i>	hoary nettle	3	3	53	71
<i>Achillea millefolium</i>	yarrow	1	1	99	90
<i>Artemisia dracunculus</i>	tarragon	1	1	7	62
<i>Bromus carinatus</i>	California brome	1	1	98	94
<i>Calystegia macrostegia</i> ssp. <i>intermedia</i>	south coast morning glory	0.5	0.5	99	91
<i>Cirsium occidentale</i>	western thistle	1	1	No Test	No Test
<i>Elymus condensatus</i>	giant wild rye	1	1	93	90
<i>Epilobium canum</i>	California fuchsia	0.5	Not Available ²	N/A	N/A
<i>Eriodictyon parryi</i>	poodle-dog bush	0.5	0.5	48	10
<i>Eschscholzia californica</i>	California poppy	0.5	0.5	99	96
<i>Galium aparine</i>	Cleavers	0.5	0.5	98	28
<i>Gutierrezia californica</i>	matchweed	0.5	Source not Acceptable ³	N/A	N/A
<i>Lupinus bicolor</i>	bicolored lupine	0.5	1.0	99	94
<i>Lupinus truncata</i>	blunt-leaved lupine	0.5	Not Available ²	N/A	N/A
<i>Monardella breweri</i> ssp. <i>lanceolata</i>	mustang mint	0.5	Not Available ²	N/A	N/A
<i>Phacelia cicutaria</i>	caterpillar phacelia	0.5	0.5	99	51
<i>Phacelia distans</i>	common phacelia	0.5	0.5	99	78
<i>Phacelia minor</i>	wild Canterbury bells	0.5	0.5	99	53
<i>Phacelia parryi</i>	Parry's phacelia	0.5	Not Available ²	N/A	N/A
<i>Marah macrocarpa</i>	chilicothe	0.5	0.5	99	81
<i>Pseudognaphalium californicum</i>	California everlasting	0.5	Source not Acceptable ³	N/A	N/A
<i>Rumex hymenosepalus</i>	wild rhubarb	0.5	Not Available ²	N/A	N/A
<i>Vitis girdiana</i>	Southern wild grape	1	Not Available ²	N/A	N/A
Black Willow Thickets Seed Mix Total		30.0	18.0		

Table 1. Summary of Seeding					
Scientific Name	Common Name	PLS Lbs./Acre per HRP ¹	PLS Lbs./Acre Applied	Percent Purity	Percent Germination
California Buckwheat Scrub/Scale Broom Scrub Seed Mix					
<i>Acmispon glaber</i>	deerweed	2	Not Available ²	N/A	N/A
<i>Artemisia californica</i>	California sagebrush	3	Source not Acceptable ³	N/A	N/A
<i>Eriogonum gracile</i>	slender buckwheat	3	Source not Acceptable ³	N/A	N/A
<i>Gutierrezia microcephala</i>	threadleaf snakeweed	2	Not Available ²	N/A	N/A
<i>Leymus condensatus</i>	giant wildrye	5	5	93	90
<i>Lupinus bicolor</i>	miniature lupine	4	4	99	94
<i>Nassella lepida</i>	foothill needlegrass	3	3	97	77
<i>Eriodictyon trichocalyx</i>	hairy yerba santa	2	Source not Acceptable ³	N/A	N/A
<i>Eriogonum fasciculatum</i>	California buckwheat	4	4	72	6
<i>Lepidospartum squamatum</i>	scale broom	2	2	18	65
California Buckwheat Scrub/Scale Broom Scrub Seed Mix Total		30.0	18.0		
Scale Broom Scrub/Mulefat Thickets Seed Mix					
<i>Acmispon glaber</i>	deerweed	2	Not Available ²	N/A	N/A
<i>Artemisia californica</i>	California sagebrush	2	Source not Acceptable ³	N/A	N/A
<i>Baccharis salicifolia</i>	mulefat	2	Not Available ²	N/A	N/A
<i>Croton californicus</i>	California croton	2	Not Available ²	N/A	N/A
<i>Eriodictyon trichocalyx</i>	hairy yerba santa	2	Source not Acceptable ³	N/A	N/A
<i>Eriogonum fasciculatum</i>	California buckwheat	4	4	72	6
<i>Eriogonum gracile</i>	slender buckwheat	5	Source not Acceptable ³	N/A	N/A
<i>Gutierrezia microcephala</i>	threadleaf snakeweed	3	Not Available ²	N/A	N/A
<i>Lepidospartum squamatum</i>	scale broom	3	3	18	65
<i>Senecio flaccidus</i>	threadleaf ragwort	2	Not Available ²	N/A	N/A
<i>Salvia mellifera</i>	black sage	3	Not Available ²	N/A	N/A
Scale Broom Scrub/Mulefat Thickets Seed Mix Total		31.0	7.0		

Table 1. Summary of Seeding					
Scientific Name	Common Name	PLS Lbs./Acre per HRP ¹	PLS Lbs./Acre Applied	Percent Purity	Percent Germination
California Sagebrush-California Buckwheat Scrub Seed Mix					
<i>Acmispon glaber</i>	deerweed	8	8	98	67
<i>Artemisia californica</i>	California sagebrush	3	Source not Acceptable ³	N/A	N/A
<i>Eriogonum gracile</i>	slender buckwheat	5	Source not Acceptable ³	N/A	N/A
<i>Gutierrezia microcephala</i>	threadleaf snakeweed	2	Not Available ²	N/A	N/A
<i>Leymus condensatus</i>	giant wildrye	6	6	93	90
<i>Lupinus bicolor</i>	miniature lupine	4	4	99	94
<i>Nassella lepida</i>	foothill needlegrass	3	3	97	77
California Sagebrush-California Buckwheat Seed Mix Total		31.0	21.0		

¹HRP – Habitat Restoration Plan

²Not Available – Was not available for purchase from seed vendor.

³Source not Acceptable – The collection location for specified seed was not ecologically appropriate for use.

⁴Approximately .25 lbs of seed sourced from San Diego County applied to mitigation area DG-3A

PLS – Pure Live Seed

Lbs. – Pounds

N/A – Not Applicable

3.3 Container Plant Installation

The container plant installation process commenced on August 8, 2019 after completion of the initial weed abatement effort. Container plants used for the Project were procured from Tree of Life Nursery and Rancho Santa Ana Botanic Garden and only container plants grown from seed collected within the acceptable geographic regions described in Section 4.9 of the HRP were used. Prior to installation, all plant material was inspected by the Restoration Ecologist (RE) to ensure that container stock was healthy and did not show signs of having pests or disease. Container stock determined to be in poor condition was rejected by the RE.

Container plant installation followed the methods described in Section 4.11 of the HRP. Container plants were planted using standard horticultural practices. Planting holes for all container plants, except oak trees, were dug to a width twice the size of the root ball and to a depth slightly deeper than the depth of root ball so that the root crown was one inch below grade following installation. Oak trees were planted in a manner that the root crown was 0.5 to one inch above grade following installation (after soil settled following watering). Prior to installation, all plants were thoroughly watered in their containers and the soil in each of the planting holes was wetted with a minimum of one gallon of water. Planting holes were backfilled with native soil and irrigation basins were formed around the base of each planting. Basins were constructed to be a minimum of two feet wide and with a ridge no less than four inches. Rocks greater than two inches in diameter were removed to the extent possible from the backfill soil. Fertilizer was not added to backfill. Soil was tamped-in by hand to collapse air pockets in the backfill. All container plants

were irrigated with a minimum of one gallon of water immediately following installation and basin creation. Container plants were planted in ecologically appropriate locations throughout the site and as directed by the RE. Table 2 provides a summary of the species and numbers of container plants installed during Phase 1.

In addition to container plants being installed in the Phase 1 areas, willow and mulefat stakes were also collected and installed in DG-3A and DG-4. Willow and mulefat stakes were collected from suitable donor sites in the Arroyo Seco north of the Project site. Additional willow and mulefat stakes were collected from the mitigation areas where existing vegetation was dense enough to withstand stake collection. Willow and mulefat stake collection followed the methods described in Section 4.10 of the HRP. To ensure establishment success, cuttings were harvested from live, dormant plants (i.e., willows) in late fall and early winter before the buds started to break. Willow and mulefat stakes were approximately three to four feet long and from one to two-inch diameter at their base. A diagonal cut was made at the base of each stake and the top was cut horizontally to differentiate the rooting end from the above ground end to aid in installation. Lateral branches were also removed during harvesting. The willow stakes were stored (no longer than two weeks) in buckets filled with water and in a cool shaded location until they were ready for planting. Immediately prior to installation, the stakes were dipped in a rooting hormone and then installed in pre-watered holes approximately two feet deep or with more than half of the cutting underground. The holes were backfilled and the soil around the stake tamped-in to ensure good soil to stem contact and no air pockets. The willow stakes were watered immediately following installation. All cuttings were provided with an emitter from the irrigation system. Table 2 provides a summary of the species and numbers of stakes installed during Phase 1.

In addition to the container plant and the stake installation for Phase 1, a total of 300 coast live oak (*Quercus agrifolia*) acorns were installed by ECORP in mitigation areas DG-2A and DG-3A. The coast live oak acorns were procured from Psomas and were collected within the Lower Arroyo Seco (between SR-134 and South Pasadena border) and public rights-of-way (i.e., streets/gutters) in the cities of Arcadia, Monrovia, Pasadena, and Sierra Madre. Acorns were planted approximately 2-inches below the surface of the soil and a small basin was formed around each planted acorn. Acorns were installed in November of 2018 when sufficient rainfall was expected to occur. Acorns were not provided with an emitter from the irrigation system. Table 2 provides a summary of the number of acorns installed during Phase 1.

Table 2. Summary of Container Planting

Scientific Name	Common Name	DG-									TOTAL
		2A	2B	3A (Oak Woodland)	3A (Mulefat Thickets)	4 (CSS ¹)	4 (Riparian ²)	4B	4C	5	
<i>Acmispon glaber</i>	Deerweed					102					102
<i>Artemisia californica</i>	California Sagebrush	10	38			306					354
<i>Artemisia douglasiana</i>	Mugwort				33		617	54	45	26	775
<i>Baccharis pilularis</i>	Coyote brush	10	38		33		504	54	45	26	710
<i>Baccharis salicifolia</i>	mulefat	25	95				1113	135	114	64	1546
<i>Baccharis salicifolia</i>	mulefat (cuttings)				84		916				1000
<i>Encelia californica</i>	California brittlebush					102					102
<i>Eriogonum fasciculatum</i>	California buckwheat					306					306
<i>Isocoma menziesii</i>	Menzies goldenbush					41					41
<i>Juncus rugulosus</i>	Wrinkled rush						200				200
<i>Juncus textilis</i>	Basket rush						100				100
<i>Malosma laurina</i>	Laurel sumac					61					61
<i>Melica imperfecta</i>	California melic			20							20
<i>Opuntia littoralis</i>	Coastal prickly pear					41					41
<i>Populus fremontii</i>	Fremont's cottonwood	10	38		33		479	54	45	27	686
<i>Quercus agrifolia</i>	Coast live oak			174							174
<i>Quercus agrifolia</i>	Coast live oak (acorns)	25		275							300
<i>Ribes californicum</i>	California gooseberry			50							50
<i>Rosa californica</i>	California rose	10	38	44	33		725	54	45	26	975
<i>Rubus ursinus</i>	California blackberry	10	38		33		619	54	45	26	825
<i>Salix gooddingii</i>	Black willow	20	76				876	108	90	52	1222
<i>Salix gooddingii</i>	Black willow (cuttings)				67		933				1000
<i>Salix laevigata</i>	Red willow	10	38		33		439	54	45	26	645
<i>Salix lasiolepis</i>	Arroyo willow	10	38				438	54	45	26	611
<i>Salix lasiolepis</i>	Arroyo willow (cuttings)				33		967				1000
<i>Salvia mellifera</i>	Black sage					102					102
<i>Sambucus nigra ssp. caerulea</i>	Black elderberry	5	19		17		594	27	23	13	698
	Total	145	456	563	399	1061	9520	648	542	312	13646

¹CSS = *Artemisia californica*-*Eriogonum fasciculatum* Shrubland Alliance²Riparian = *Baccharis salicifolia* Shrubland Alliance and *Salix gooddingii* Woodland Alliance

3.4 Photo Documentation

Digital photographs were taken during key steps of the implementation process. Relevant photos are provided as Appendix C.

4.0 COMPLIANCE WITH HABITAT RESTORATION PLAN

During the implementation process, few deviations from the HRP were required. Minor deviations, including species additions to the planting palette and seeding outside of the fall and winter seasons, did occur during the implementation process. All additions to the planting palette were approved by CDFW prior to being used for the restoration effort and seeding outside of the fall and winter months only occurred when sufficient rainfall was forecasted. In addition, a small amount of seed from two species sourced from San Diego County, California everlasting (*Pseudognaphalium californicum*) and matchweed (*Gutierrezia californica*), was applied in DG-3A. The onsite RE recognized those two species as being sourced outside of the allowable geographic range noted in the HRP and immediately suspended the seeding activities until the seed mix was revised. Certain species were not available at the time the seed order was placed, or the collection source was unacceptable; however, the HRP discusses the fact that not all of the species may be available at the time of implementation. Table 3 provides a summary of the Phase 1 mitigation areas, associated acreages, and associated vegetation communities.

Restoration Area	Area Restored During Phase 1 (Acres)	Temporary Impacts Around Perimeter (Acres) ¹	Total Acres	Vegetation Communities
DG-1 (seeding only)	4.48	0.27	4.75	<i>Eriogonum fasciculatum</i> Shrubland Alliance <i>Lepidospartum squamatum</i> Shrubland Alliance
DG-1 WOUS (seeding only)	0.11	0.00	0.11	<i>Lepidospartum squamatum</i> Shrubland Alliance/ <i>Baccharis salicifolia</i> Shrubland Alliance
DG-2A	0.10	0.00	0.10	<i>Baccharis salicifolia</i> Shrubland Alliance
DG-2B	0.38	0.00	0.38	<i>Baccharis salicifolia</i> Shrubland Alliance
DG-3A	0.92	0.23 ²	1.15	<i>Quercus agrifolia</i> Woodland Alliance <i>Baccharis salicifolia</i> Shrubland Alliance
DG-4	26.64	0.37	27.01	<i>Salix gooddingii</i> Woodland Alliance <i>Baccharis salicifolia</i> Shrubland Alliance <i>Artemisia californica</i> - <i>Eriogonum fasciculatum</i> Shrubland Alliance
DG-4B	0.54	0.00	0.54	<i>Baccharis salicifolia</i> Shrubland Alliance
DG-4C	0.45	0.00	0.45	<i>Salix gooddingii</i> Woodland Alliance <i>Baccharis salicifolia</i> Shrubland Alliance
DG-5	0.26	0.00	0.26	<i>Salix gooddingii</i> Woodland Alliance
Total Acres			34.75	

¹ These areas will be restored following the completion of the side slopes configuration

² This includes 0.03 acres of temporary impact areas around the perimeter and 0.20 acres of staging areas that will be restored following Project completion.

5.0 IMPLEMENTATION ACCEPTANCE

The Phase 1 mitigation sites will be maintained and monitored for a period of five years for the riparian areas and 10 years for the upland areas, or until the performance standards outlined in the HRP are achieved and CDFW determines the site is successful. Habitat restoration implementation for Phase 1 of the Project was completed on February 13, 2020; therefore, the five-year maintenance and monitoring period for Phase 1 commenced on February 13, 2020 and the assumed end dates will be February 13, 2025 for the riparian areas and February 13, 2030 for the upland areas. Per the HRP, a total of 34.64 acres of onsite mitigation has been installed and will be monitored until the areas meet the performance standards to achieve the mitigation requirement for the Phase 1 restoration areas.

The temporary impact areas around the perimeter of the Project site, associated with mitigation sites DG-1, DG-3A, and DG-4, will be restored following the completion of the side slopes configuration. The portion of DG-3A currently being used for staging construction equipment will be restored following Project completion. The remaining mitigation areas for the Project will be restored during Phases 2 and 3 of restoration implementation. These include mitigation areas that require earthwork and grading prior to planting and seeding (i.e., DG-W-1 and DG-W-2) and mitigation areas that require the implementation of a grow and kill program (i.e., DG-4A) as outlined in Section 4.4.1 of the HRP.

6.0 REFERENCES

CDFW. 2018. Amendment of Lake or Streambed Alteration Agreement for the Devil's Gate Sediment Removal and Management Project (Notification No. 1600-2015-0263-R5). Permittee: Los Angeles County Department of Public Works. July 17, 2018.

_____. 2017. Lake or Streambed Alteration Agreement for the Devil's Gate Sediment Removal and Management Project (Notification No. 1600-2015-0263-R5). Permittee: Los Angeles County Department of Public Works. March 21, 2017.

ECORP Consulting, Inc. 2018. *Devil's Gate Sediment Removal and Management Project Final Habitat Restoration Plan*.

LIST OF APPENDICES

Appendix A – Streambed Alteration Agreement No. 1600-2015-0263-R5

Appendix B – Photo Documentation

Streambed Alteration Agreement No. 1600-2015-0263-R5



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 17, 2018

IN REPLY PLEASE
REFER TO FILE: **SWE-5**

Mr. Ed Pert, Regional Manager
Streambed Alteration Program
California Department of Fish and Wildlife, Region 5
4665 Lampson Avenue, Suite C
Los Alamitos, CA 90720

Attention Ms. Erinn Wilson

Dear Mr. Pert:

**DEVIL'S GATE RESERVOIR SEDIMENT REMOVAL AND MANAGEMENT PROJECT
AMENDMENT OF STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2015-0263-R5**

Enclosed are two original signed copies of the Amendment of Lake or Streambed Alteration Agreement. We appreciate your collaboration on this important project and look forward to continued work with you.

If you have any questions, please contact Mr. George De La O at (626) 458-7155 or gdelao@dpw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works

CHRISTOPHER STONE
Assistant Deputy Director
Stormwater Engineering Division

VM:vt

P:\word\SEDIMENT\PROJECTS\RESERVOIRS\DEVIL'S GATE\Permits\CDFW\CDFW SAA Amend 2 Letter 20180713.doc

Enc.

Handwritten initials: JG, CCF, SC



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE

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



July 17, 2018

Christopher Stone
Los Angeles County Flood Control District
900 S. Fremont Ave.
Alhambra, CA 91803
CSTONE@dpw.lacounty.gov

Dear Mr. Stone:

**Amendment of Lake or Streambed Alteration, Notification No. 1600-2015-0263-R5,
Devil's Gate Dam Sediment Removal and Management Project**

On March 21, 2017 the California Department of Fish and Wildlife (CDFW) executed the Final Streambed Alteration Agreement 1600-2015-0263-R5 (Agreement) for the Devil's Gate Sediment Removal and Management Project (Project). On May 17, 2017 a Peremptory Writ of Mandate was issued by the California Superior Court (Los Angeles County) regarding the environmental impact report relied upon by the Los Angeles County Flood Control District (Lead Agency) under California Environmental Quality Act (CEQA, SCH 2011091084) and a Recirculated Final Environmental Impact Report (RFEIR) was required by the court. CDFW, as a CEQA responsible agency, relied on the Lead Agency's environmental impact report to issue the Agreement. The Recirculated portions of the RFEIR was circulated for public and agency review and comment from July 24, 2017 to September 18, 2017 and recertified by Lead Agency on November 7, 2017. The CDFW received notice on December 6, 2017 of the Order Discharging Peremptory Writ of Mandate (Discharged Writ) for the matters before the Los Angeles County Superior Court related to the RFEIR.

The Discharged Writ was issued because the Court found that the RFEIR disclosure, analysis, and revision of mitigation measures complied with the Peremptory Writ of Mandate that the Final EIR for the Project, for Alternative 3, Configuration D (Approved Project), and for Alternative 5 (Haul Route Alternative) related to: 1) the 1:1 mitigation ratios in Mitigation Measures BIO-6, -7, and -8; 2) the imposition of Mitigation Measures BIO-1 through 8 on the proposed Devil's Gate Water Conservation Project, should such a project go forward, to reduce potential cumulative impacts for this Project; and 3) the requirement, in Mitigation Measure AQ-1, that sediment removal dump trucks meet Environmental Protection Agency's emission standards for Model Year 2010 or later.

The CDFW under its sole discretion has decided to amend the Agreement (see page 39 "Amendment") to reflect changes to the environmental impact report that appear in the RFEIR. CDFW hereby amends the Agreement with addition and revision of the

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following conditions (insertions in **bold underline**, deletions in ~~red strikeout~~ type face). All other conditions in the Agreement remain in effect unless otherwise noted herein

Page 3 of 49

Initial Sediment Removal Area. The ~~68.63~~ **65.56** acre area where the initial excavation of sediment and debris will occur.

Permanent Maintenance Area. The ~~51.78~~ **49.39** acre area to be maintained for flood capacity. This includes the Routine Annual Maintenance Area and the Episodic Maintenance Area.

Routine Annual Maintenance Area. The ~~40.8~~ **42.05** acre area where annual maintenance of the facility will occur (see Exhibit B).

Episodic Maintenance Area. The ~~10.98~~ **7.34** acre area side slope proposed at 3:1 (V:H) grade (see Exhibit B). where occasional maintenance will occur. This area is within the Permanent Maintenance Area, abuts Routine Annual Maintenance Area and forms transitional habitat with Habitat Restoration Area.

Habitat Restoration Area. The 77.01 acre area in the reservoir subject to minor land alteration, vegetation management, and planting of native plants. This area is outside the Permanent Maintenance Area (See Exhibit E).

Sediment Removal Program

This phase of project is limited to the restoration of a public facility, through excavation within the ~~68.63~~ **65.56**-acre Initial Sediment Removal Area (see Exhibit B, Work Plan Map) and transition to long term Permanent Maintenance Area, composed of a total of ~~51.78~~ **49.39** acres that consists of ~~40.8~~ **42.05** acres for Routine Annual Maintenance, and ~~10.98~~ **7.34** acres for Episodic Maintenance Areas for the term of this Agreement. Sediment removal will not involve expansion of use beyond that of the designed facility. The proposed initial excavation is to mechanically remove ~~2.417~~ **2.417** Million Cubic Yards (MCY) of post-fire debris from the Initial Sediment Removal Area within Devil's Gate Reservoir. The location of the Initial Sediment Removal Area was selected to maximize the efficient removal of post-fire debris while at the same time, avoid and minimize sensitive habitats and sensitive species impacts. Sediment levels behind Devil's Gate Dam will be brought down to 986 feet above mean sea level (msl) to eliminate the threat to the dam outlet works and comply with standards as set by the State Water Resources Division of Safety of Dams (DSOD). The Initial Sediment Removal Area will then slope upwards to ~~995~~ **1,000** feet above msl where the basin will constrict and increase in elevation to 1,040 feet above msl, and widen again to meet final elevation of 1,060 feet above msl approximately ~~4,700~~ **4,788** linear feet upstream from the dam. Devil's Gate Reservoir is routinely drained after every storm; therefore, it will not be

necessary to drain the facility for non-routine activities.

Page 4 of 49, 4th paragraph

The ~~2-4~~ 17 MCY of sediment and debris in the ~~68-63~~65.56-acres Initial Sediment Removal Area includes established native and non-native vegetation that will be removed. Vegetation and organic debris will be separated from the sediment and hauled to Scholl Canyon Landfill in the City of Glendale. Project Start is estimated to take place in the Fall of ~~2017~~2018. In subsequent years of sediment removal, vegetation and organic debris will be hauled to Scholl Canyon Landfill.

Page 4 of 49, 6th paragraph

Permanent Maintenance Program

Once excavation is complete for this project, annual maintenance of the facility will occur within the ~~40-80~~ 42.05 acre Routine Annual Maintenance Area (see Exhibit B). Vegetation management and sediment removal within the ~~40-80~~ 42.05 acre Routine Annual Maintenance Area will occur for the life of this Agreement. Excavation over the lifetime of the project within the ~~40-80~~ 42.05 acre Routine Annual Maintenance Area will be hauled to disposal sites previously authorized by Permittee (see Figures 2.5-2,-3-4 from Final Environmental Impact Report). Trucks hauling sediment will access the reservoir from an existing maintenance road east of Devil's Gate Dam and exit via a proposed upgraded access road on the western edge of Devil's Gate Dam that will exit on to Oak Grove Drive (see Exhibit A). Vegetation within the Routine Annual Maintenance Area will be mowed or grubbed annually over a 2 to 12 week period in late summer or early fall.

Page 5 of 49, 2nd paragraph

Episodic Maintenance within the ~~10-98~~ 7 34 acre (horizontal projection) Episodic Maintenance Area will initially include planting with appropriate native plants and thereafter annual undesirable plant control (using herbicides, hand tools, and mechanically operated hand tools (i.e., chainsaws and motor powered winches). In the event of a large debris flow or hyper concentrated flood³ Episodic Maintenance would involve the need for sediment excavation/trucking off site. The types of equipment involved in excavation may include those similar to the initial sediment removal phase including, but not limited to, front loaders with four-yard buckets, bulldozers, excavator, grader, water truck, and tender trucks. Vehicles expected to be used for sediment

³ **Debris flow:** A mix of water and debris, which may include particles ranging in size from clay to boulders and may contain woody debris and other materials, that flows down a stream channel or steep slope, sometimes at great velocity, and contains more than 60 percent debris (less than 40 percent water) by volume. **Hyper-concentrated flood:** A moving mixture of sediment and water containing between 20 and 60 percent sediment by volume.

hauling include double dump trucks with an 18 cubic yard (CY) capacity or equivalent.

Page 5 of 49, 3rd paragraph

After Episodic Maintenance the side slopes would be returned to the proposed 3:1 (V:H) grade, and the ~~10-98~~ **7 34** acre area will be subject to the continuing annual undesirable plant control. Because this area is restricted from a general right of public access, and will be subject to undesirable plant control, it is anticipated to be revegetated naturally after periodic large debris flow or hyper concentrated floods.

Page 6 of 49, 6th paragraph

Native Plants: Nevin's barberry (*Berberis nevinii*), Plummer's mariposa lily (*Calochortus plummerae*), Greata's aster (*Symphyotrichum gretae*), Parry's spineflower (*Chorizanthe parryi* var. *parryi*), slenderhorned spineflower (*Dodecahema leptoceras*), mesa horkelia (*Horkelia cuneata* ssp. *puberula*), white rabbit-tobacco (*Pseudognaphalium leucocephalum*), Parish's gooseberry (*Ribes divaricatum* var. *parishii*), black willow thickets, mulefat thickets, riparian herbaceous, coast live oak woodland, scale broom scrub, and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species in the area. These resources are further detailed and more particularly described in the document(s): "Devil's Gate Reservoir Sediment Removal and Management Project Final Environmental Impact Report " dated October 2014, prepared for Los Angeles County of Department of Public Works by Chambers Group; **Biological Technical Report (November 2010), Final Sediment Transport Capacity Analysis (January 2013), and the Noise and Traffic Reports (September & October 2013, respectively), Recirculated EIR for the Project and response to comments (July and October 2017, respectively), Revised Board Motion (November 7, 2017), Notice of Determination for Recirculated Final Environmental Impact Report, Order Discharging Peremptory Writ of Mandate (December 5, 2017),** " Lake and Streambed Alteration Notification Package - Devil's Gate Dam and Reservoir Sediment Removal Project" dated December 11, 2015, prepared for CDFW by Permittee complete with all attachments and exhibits, Revised vegetation mapping and impact analysis for Devil's Gate Dam and Sediment Removal Project dated May 19, 2016 by ECORP Consulting, Inc., revised assessment of temporary impact areas and incorporation of Episodic Maintenance area dated May 5, 2016.

Page 7 of 49, 1st paragraph

Project Impacts

The adverse effects the project could have on the fish or wildlife resources identified above include a total of ~~68-63~~ **65.56** acres subject to Department jurisdiction to implement the Initial Sediment Removal After Initial Sediment Removal ~~51-78~~ **49.39** acres will be maintained for flood capacity through Routine Annual Maintenance and Episodic Maintenance (see above). Additionally, in order to implement compensatory

mitigation for the project, 77.01 acres subject to the Department's jurisdiction outside the Permanent Maintenance Area, will be subject to minor surface alteration of the land, vegetation management, and application of herbicides. The following impacts would occur to vegetation communities within the ~~68.63~~ **65.56** acres necessary for Initial Sediment Removal.

Page 7 of 49, 2nd paragraph

Total Permanent Project Impacts

Permanent impacts to ~~40.80~~ **42.05** acres of vegetation communities and land cover classifications from initial sediment removal include the removal of ~~16.27~~ **15.64** acres of *Salix gooddingii* Alliance (black willow thickets), ~~1.82~~ **1.97** acres *Lepidospartum squamatum* Alliance (Scalebroom scrub), ~~8.03~~ **9.71** acres *Baccharis salicifolia* shrubland Alliance (mulefat thickets), ~~9.88~~ **10.24** acre *Lepidium latifolium*-*Conium maculatum* herbaceous semi-natural stand, ~~2.45~~ **2.61** acre *Conium maculatum* herbaceous semi-natural stand, ~~2.33~~ **1.80** acres non-native or disturbed (including ~~1.00~~ **0.67** acre *Xanthium strumarium* herbaceous stand, ~~1.33~~ **1.13** acres disturbed (trails/barren/IMP Area)), ~~0.02~~ **0.01** acre *Artemisia californica*-*Eriogonum fasciculatum* California sagebrush-California buckwheat scrub. Additionally, there are expected permanent impacts to individual California live oak trees (*Quercus agrifolia*) **in an area of approximately 0.06 acre. The impacts that** vary from direct impacts, resulting in complete removal to a limited number of individual trees, and indirect impacts to individual **trees that are located in close proximity to areas where direct impacts will occur. The** indirect impacts are undetermined at this time because the area's hilly topography may not result in any significant effect or project disturbances may be avoided all-together based on project design modifications, ~~made from incorporating~~ **Measures to avoidance impacts to** of oak trees **will be identified following the completion of the in-tree monitoring-report survey that is** required prior to **the start of the** Project ~~start~~

Page 7 of 49, 3rd paragraph

Total Temporary Project Impacts

Temporary impacts to ~~27.83~~ **23.52** acres subject to Department jurisdiction consisting of vegetation communities and land cover classifications will occur from Initial Sediment Removal, worksite access, and installation of side-slopes in Episodic Maintenance Area. These areas contain ~~12.70~~ **13.16** acres *Lepidospartum squamatum* Alliance (Scalebroom scrub), ~~5.89~~ **4.65** acres of *Salix gooddingii* Alliance (black willow thickets), ~~3.41~~ **2.11** acres *Baccharis salicifolia* shrubland Alliance (mulefat thickets), ~~1.97~~ **0.06** acres disturbed (trails/barren/IMP Area), ~~1.24~~ **0.72** acre *Lepidium latifolium*-*Conium maculatum* herbaceous semi-natural stand, ~~1.70~~ **1.19** acres *Conium maculatum* herbaceous semi-natural stand, ~~0.50~~ **0.7** acre *Xanthium strumarium* herbaceous stand, ~~0.20~~ **0.7** acre *Quercus agrifolia* coast live oak (trees), ~~0.07~~ **0.07** acre *Eucalyptus (globulus, camaldulensis)* Semi-natural stand, ~~0.08~~ **0.12** acre *Artemisia californica*- *Eriogonum fasciculatum* California sagebrush-California buckwheat scrub.

The following Conditions have been added or amended:

1.11 The Permittee shall fully implement all mitigation measures identified in the Final Environmental Impact Report (FEIR) and as revised by Recirculated FEIR (RFEIR). All Conditions, Studies, and mitigation measures relating to biological resources identified in the FEIR and RFEIR shall be enforceable by CDFW as terms of this Agreement.

2.1 Work Period. Initial Vegetation Removal work within the Initial Sediment Removal Area shall be confined to the period starting September 15 to February 1, in the year(s) of ~~2017~~**2018** to ~~2019~~ **2020**, unless otherwise requested by Permittee and approved by CDFW in writing. Excavation shall be confined to April 15 to December 31 Monday through Friday from 0700 to 1800 hours Standard Time (1900 hours during Daylight Savings Time), and on Saturday between 0800 to 1700 hours during Standard and Daylight Savings Time. Routine Annual Maintenance or Episodic Maintenance work involving vegetation management and/or excavation is specifically addressed in Conditions 2.40 to 2.72 below.

2.41 Permittee shall implement Routine Annual and Episodic Maintenance in conformance with the Project Description and the following Conditions in this Agreement. The Permittee shall remove all human generated debris, such as cuttings, garbage and trash. The Permittee shall remove washed out culverts, and other construction materials, that the Permittee places within, or where they may enter the stream. Routine Annual Maintenance activities shall be limited to the inspection, routine maintenance (e.g., fence repair, minor maintenance of access roads, graffiti removal, trash removal, weed abatement, etc.) sediment removal, and vegetation management (annually) within the approved Routine Annual Maintenance Area (~~40.80~~ **42.05** acres) footprint. Vegetation may be mowed annually and when necessary for capacity reasons the root zone may be grubbed. Sediment removal may be implemented by: 1) sediment excavation and hauling off site; and 2) Flow-Assisted Sediment Transport (FAST). Episodic Maintenance within the ~~40.98~~ **7 34** acre (horizontal projection) side slope area may include annual undesirable plant control (including herbicides, hand tools, and mechanically operated hand tools (e.g., chainsaws and motor powered winches), and in the event of a large debris flow or hyper concentrated flood sediment excavation/trucking off site. If additional major maintenance/repair work is required a separate Agreement is required for said repairs.

2.42 Work Period. Vegetation Management work shall be confined to September 15 to February 1 starting approximately in ~~2023~~**2024** until ~~2037~~ **2038**. The general days and hours of the week that Permittee should conduct Routine Annual Maintenance is Monday through Friday from 0700 to 1800 hours Standard Time (1900 hours during Daylight Savings Time), and on Saturday between 0800 to 1700 hours during Standard and Daylight Savings Time.

Table 3.0 Compensatory Mitigation [Permanent] Requirements for Creation and Restoration

IMPACTS TO VEGETATION COMMUNITIES	COMPENSATORY MITIGATION REQUIREMENT			
	PERMANENT IMPACTS	Creation	Restoration	Total
<i>Salix gooddingii</i> Woodland Alliance	16.27 15.64	16.27 15.64	22.34 21.44	38.58 37.08
<i>Baccharis saltifolia</i> Shrubland Alliance	8.03 9.71	8.03 9.71	4.83 5.84	12.86 15.55
<i>Lepidospartum squamatum</i> Shrubland Alliance	1.82 1.97	1.82 1.97	7.28 7.88	9.19 8.5
<i>Artemisia californica</i> - <i>Eriogonum fasciculatum</i> Shrubland Alliance	0.02 0.01	0.02 0.01	0.04 0.02	0.06 0.03
<i>Conium maculatum</i> Herbaceous Semi-Natural Alliance*	2.45 2.61	0.00	1.23 1.31	1.23 1.31
<i>Lepidium latifolium</i> - <i>Conium maculatum</i> Herbaceous Semi-Natural Alliance*	9.88 10.24	0.00	4.94 5.12	4.94 5.12
<i>Xanthium strumarium</i> Herbaceous Alliance (Unofficial Alliance)	1.00 0.67	0.00	1.50 1.00	1.50 1.00
Disturbed/Developed	1.33 1.13	0.00	0.00	0.00
TOTAL COMPENSATORY MITIGATION REQUIRED		26.14 27.33	42.13 42.61	68.27 69.94
TOTAL PERMANENT IMPACTS	40.80 41.98			

3.2 Mitigation for Temporary Impacts. The total of ~~27.83~~ **23.52** acres of temporary impacts, described in detail in the Project Description, shall be established and maintained pursuant to the following requirements:

a. The Permittee shall mitigate the temporary impacts to ~~16.85~~**17** acres of vegetation and habitat communities located in restoration areas designated (DG3B, DG 7, DG 8, DG 9, See Exhibit E) by delaying impacts to temporary impact areas until 3rd year of sediment removal project and implement restoration pursuant to Habitat Restoration Plan (see Condition 3.9, below) with 24 months of impacts (see Condition 3.5), and maintained pursuant to Habitat Management Plan (see Condition 3.10).

b. The ~~10.98~~ **7.34** acre (horizontal projection, see Exhibit B) Episodic Maintenance Area will include initially planting with appropriate native plants and thereafter annual undesirable plant control (including herbicides, hand tools, and mechanically operated hand tools (i.e., chainsaws and motor powered winches), and in the event of a large debris flow or hyper concentrated flood Episodic Maintenance would involve the need for sediment excavation/trucking offsite. After Episodic Maintenance the side slopes would be returned to proposed 3:1 (V:H) grade, and the ~~10.98~~ **7.34** acre area will be subject to the continuing annual undesirable plant control.

3.4 Establish Permanent Cross-Section. Permittee shall establish single cross section, established by monument, at upstream limit of Permanent Maintenance Area to document condition and be comparable overtime. The annual monitoring of cross section should be conducted immediately following the high flow season

Mr. Christopher Stone
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and include the physical measurements of the site, photos from a fixed photographic station, and if applicable results from interviews with local persons, Permittee, or Permittee's assignees that had important observations. The cross-section and photographic station shall be monitored and reported to CDFW according to the following sub-measures.

- a. Initial Monitoring. Permittee shall monitor cross section annually for the first 5 years following Initial Sediment Removal, estimated at ~~24~~ **17** mcy plus any additional annual deposits, and as soon as feasible after the first major high flow event. If major high flow event occurs in the first 5 years of monitoring then frequency of future monitoring will be adjusted by CDFW based on consultation with Permittee. Monitoring frequency adjustments shall be based on results of annual monitoring and high flow observations.
- b. Long-term Monitoring. Permittee shall monitor cross section every once every 5 years and immediately after a major high flow event for the duration of this Agreement.

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TERM

This Agreement shall expire on ~~March 31, 2037~~ **June 31, 2038**, 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.

Please sign and return two copies of this letter to acknowledge the amendment. The amendment becomes valid once the letter is signed by CDFW. Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a CDFW representative or agency with inspection authority.

If you have any questions regarding this letter, please contact Steve Gibson, Senior Environmental Scientist (Specialist) at (562) 342-2106 or by email at steve.gibson@wildlife.ca.gov.

Mr. Christopher Stone
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Page 9 of 9

Sincerely,

Erinn Wilson, Environmental Program Manager

ec: Veronica Mardis, LACFCD vmardis@dpw.lacounty.gov

ACKNOWLEDGEMENT

I hereby agree to the above-referenced amendment.

Print Name: Christopher Stone Date: July 17, 2018

Signature: Christopher Stone

APPENDIX B

Photo Documentation

Attachment B – Photo Documentation



Photo 7. Overview Phase 1 Container Plant Installation, facing south.



Photo 8. Overview Phase 1 Container Plant Installation, facing east.

Attachment B – Photo Documentation



Photo 9. Overview Phase 1 Container Plant Installation, facing west.



Photo 10. Overview Phase 1 Container Plant Installation, facing southeast.

Attachment B – Photo Documentation



Photo 11. Overview Phase 1 Container Plant Installation, facing southeast.



Photo 12. Overview Phase 1 Container Plant Installation, facing north.

Attachment B – Photo Documentation



Photo 13. Overview Phase 1 Container Plant Installation, facing southeast.



Photo 14. Overview Phase 1 Container Plant Installation, facing northwest.

Attachment B – Photo Documentation



Photo 15. Overview Phase 1 Container Plant Installation, facing south.



Photo 16. Overview Phase 1 Cutting Collection, facing east.

Attachment B – Photo Documentation



Photo 17. Overview Phase 1 Cutting Collection.



Photo 18. Overview Phase 1 Cutting Installation, facing east.

Attachment B – Photo Documentation



Photo 19. Overview Phase 1 Cutting Installation, facing east.



Photo 20. Overview Phase 1 Hand Seeding, facing southeast.

Attachment B – Photo Documentation



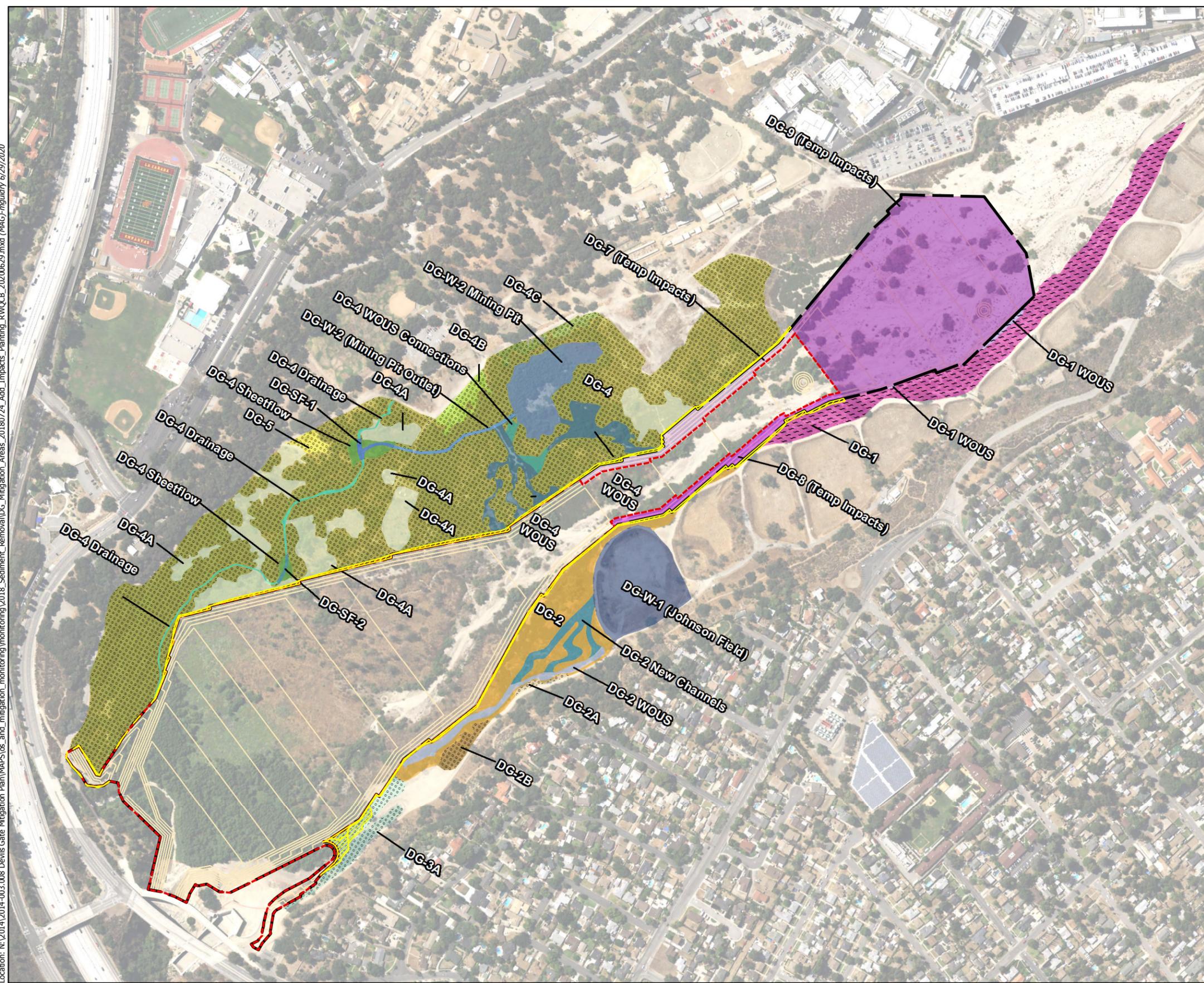
Photo 21. Overview Phase 1 Hand Seeding, facing southeast.



Photo 22. Overview Phase 1 Hand Seeding, facing west.

Attachment E – Devil’s Gate Mitigation Area Phase 1 Planting Area

Location: N:\2014\2014-003.008 Devils Gate Mitigation Plan\MapFiles_and_monitoring\monitoring\2018_Sediment_Removal\DG_Mitigation_Areas_20180724_Add_Impacts_Planting_RWQCB_20200629.mxd (MAG)-mguidry 6/29/2020



Devil's Gate Mitigation Area Phase 1 Planting Areas

Map Features

- Initial Sediment Removal Footprint ¹
- Permanent Maintenance Footprint ¹
- Additional Temporary Impact Area
- Sediment Removal Excavation Contours ¹

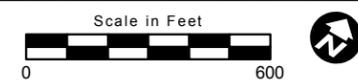
Phase 1 Planting Areas

- Seeding and Container Plants
- Seeding Only

Mitigation Areas

DG-1	DG-4A	DG-4 WOUS Connections
DG-1 WOUS	DG-4B	DG-4C
DG-2	DG-5	DG-7 (Temp Impacts)
DG-2 New Channels	DG-7 (Temp Impacts)	DG-8 (Temp Impacts)
DG-2 WOUS	DG-8 (Temp Impacts)	DG-9 (Temp Impacts)
DG-2A	DG-SF-1	DG-SF-1
DG-2B	DG-SF-2	DG-SF-2
DG-3A	DG-W-1 (Johnson Field)	DG-W-1 (Johnson Field)
DG-4	DG-W-2 (Mining Pit)	DG-W-2 (Mining Pit)
DG-4 Drainage	DG-W-2 (Mining Pit Outlet)	DG-W-2 (Mining Pit Outlet)
DG-4 Sheetflow		
DG-4 WOUS		

Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Attachment F – Agreement for Purchase and Sale of Mitigation Values

**AGREEMENT FOR PURCHASE AND SALE OF MITIGATION VALUES
(Devil's Gate Dam Sediment Removal and Management Project,
Los Angeles County, California)**

This Agreement for Purchase and Sale of Mitigation Values ("**Agreement**"), dated for reference purposes only, August 2, 2018, is entered into by and between **LV-BP INVESTORS RANCH, LLC**, a Delaware limited liability company ("**Seller**") and **Los Angeles County Flood Control District** ("**Project Proponent**"). Seller and Project Proponent are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**."

Recitals

A. **Project**. Project Proponent is seeking to implement the Devil's Gate Reservoir Sediment Removal and Management Project, in Southern California which involves the restoration of a public facility through excavation of approximately 1.7 million cubic yards of sediment ("**Project**").

B. **Project Approval**. Project Proponent has obtained approval from the California Department of Fish and Wildlife ("**CDFW**"), in the form of a Final Lake or Streambed Alteration Agreement, Notification No. 1600-2015-0263-R5 and is also seeking approval from the United States Army Corps of Engineers ("**ACOE**") and the Los Angeles Regional Water Quality Control Board ("**Regional Board**") (collectively, the "**Project Approvals**").

C. **Project Impacts**. The Project Approvals obtained by Project Proponent identify permanent impacts that the Project will have ("**Project Impacts**") on certain species and habitat, including black willow thickets, scalebroom scrub, mulefat thickets and California live oak trees, all as more particularly described in the Project Approvals ("**Impacted Species**").

D. **Compensatory Mitigation Requirements**. In connection with issuance of the Project Approvals by the CDFW, the ACOE and the Regional Board, certain compensatory mitigation requirements will be imposed on the Project with respect to Impacted Species, which consist of the creation of willow and mulefat thickets and alluvial shrub land, all as more particularly described in the Project Approvals (the "**Compensatory Mitigation Requirements**").

E. **Compensation for Project Impacts**. Project Proponent desires to compensate for the Project Impacts by purchasing sufficient Mitigation Values (as hereinafter defined) to satisfy the Compensatory Mitigation requirements. Project Proponent wishes to purchase a minimum of 31.82 acres of Mitigation Values from Seller. The parties acknowledge that Project Proponent will also need to acquire other mitigation values for its Project and that Seller is not responsible for fulfilling any of Project Proponent's mitigation obligations other than those expressly provided in this Agreement.

F. **Mitigation Site**. Seller's land includes land located in Los Angeles County, California, within portions of Assessor's Parcel Numbers 3215-004-003, 3215-018-021 and 3215-

018-022 ("**Mitigation Site**"). The Mitigation Site is more particularly described in Exhibit A. The Mitigation Site will contain restored and/or created habitats, including open water habitat, wetland riparian habitat and seasonal wetland habitat.

G. Suitable Mitigation. Project Proponent has confirmed that the Mitigation Site, as restored and/or created in accordance with the HMMP (described below), will meet the Compensatory Mitigation Requirements.

H. HMMP. Seller, in coordination with Project Proponent, intends to prepare and process for approval by the CDFW, the ACOE and the Regional Board, a Habitat Management and Mitigation Plan ("**HMMP**"), that will address how the habitats at the Mitigation Site will be restored and created to meet the Compensatory Mitigation Requirements. The HMMP will include, among other things, design goals and objectives, generalized mapping of habitats, a long-term management plan based on the Petersen Ranch Mitigation Bank Long-Term Management Plan, monitoring requirements based on the Petersen Ranch Mitigation Bank Development Plan and a description and calculation of a long term funding mechanism for the Mitigation Site, in order to allow for the preservation, enhancement and management of the habitat at the Mitigation Site. In addition, Seller, in coordination with Project Proponent, intends to prepare and process for approval by the Regional Board, the CDFW and the ACOE, a conservation easement (as hereinafter defined) that will encumber the Mitigation Site and may also encumber adjacent land owned by Seller ("**Seller's Remaining Land**").

I. Creation of Mitigation Values. Implementation of the HMMP is intended to create Mitigation Values that will benefit Project Proponent by enabling Project Proponent to meet its Compensatory Mitigation Requirements (the "**The Mitigation Values**").

J. Purchase of Mitigation Values. Pursuant to the terms and conditions of this Agreement, Project Proponent wishes to purchase up to 34.4 acres of Mitigation Values at the Mitigation Site, for the purpose of satisfying the Compensatory Mitigation Requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the Parties agree as follows:

Agreement

1. Effective Date. For the purposes of this Agreement, the date on which the last Party executes this Agreement and delivers it to the other Party shall be referred to herein as the "**Effective Date**."

2. Sale of Mitigation Values. Pursuant to the terms and conditions of this Agreement, Seller agrees to sell for the benefit of Project Proponent and Project Proponent agrees to purchase from Seller, up to 34.4 acres of Mitigation Values at the Mitigation Site; provided, however, that Project Proponent agrees to purchase a minimum of 31.82 acres of Mitigation Values. Project Proponent understands and agrees that it is acquiring the Mitigation Values, subject to Seller's reservation of rights to existing uses of the Mitigation Site and Seller's remaining land ("**Seller's Remaining Land**"), so long as such uses do not conflict with the

HMMP or impair compliance with or the implementation of the HMMP.

3. Purchase Price. The purchase price for the Mitigation Values shall be the Base Purchase Price plus the Additional Purchase Price (each as defined below), subject to adjustment pursuant to Section 8(d) below (collectively, the “**Purchase Price**”):

(a) Base Purchase Price. The base purchase price for a guaranteed minimum purchase of 31.82 acres of Mitigation Values, shall be [REDACTED] (the “**Base Purchase Price**”); and

(b) Additional Purchase Price. The additional purchase price for up to a guaranteed maximum of 2.58 additional acres of Mitigation Values, shall be either (i) [REDACTED] multiplied by the number of additional whole and partial acres of Mitigation Values purchased, on the condition that the additional acreage shall be subject to preservation only, and shall not be subject to restoration pursuant to the requirements of any agency, including the ACOE; or (ii) in the event that any agency requires restoration of the additional acreage, then the additional purchase price for up to 2.58 additional acres of Mitigation Values, shall be [REDACTED] multiplied by the number of additional whole and partial acres of Mitigation Values purchased (the “**Additional Purchase Price**”).

(c) Adjustment of Purchase Price. The Purchase Price shall be subject to adjustment pursuant to Sections 8(a) and 8(d) below.

4. Payment of Purchase Price.

(a) Initial Deposit. Within twenty-one (21) days after the Effective Date of this Agreement, Project Proponent shall pay to Seller the amount of [REDACTED] (the “**Initial Deposit**”).

(b) Progress Deposits. Project Proponent shall pay to Seller additional progress deposits (collectively, the “**Progress Deposits**”), as follows:

(i) Draft HMMP Approval Deposit. Within three (3) days after Project Proponent’s approval of the Draft HMMP (as set forth in Section 8(a) of this Agreement), Project Proponent shall pay to Seller the additional sum of [REDACTED] (the “**Draft HMMP Approval Deposit**”).

(ii) Final HMMP Approval Deposit. Within three (3) days after approval of the Final HMMP by the Regional Board, the CDFW and the ACOE (as set forth in Section 8(a) of this Agreement), Project Proponent shall pay to Seller the additional sum of [REDACTED] (the “**Final HMMP Approval Deposit**”).

All payments made to Seller pursuant to this Section 4 (i) shall be made in immediately available funds, (ii) shall be nonrefundable to Project Proponent, (iii) shall be deemed fully earned by Seller; and (iv) shall be credited toward the Purchase Price.

(c) Application of Initial Deposit and Progress Deposits. The Initial Deposit and the Progress Deposits shall be applied to the Purchase Price at the Closing (as hereinafter defined).

(d) Balance of Purchase Price. On or before the Closing, the balance of the Purchase Price shall be paid by Project Proponent to Seller, in immediately available funds.

5. Closing. The terms "Closing" and "Closing Date" shall be used interchangeably herein. The Closing shall occur on or before October 1, 2018 (the "**Closing Date**"). If the Project Approvals have not been issued by the Regional Board, the CDFW and the ACOE by the Closing Date, then the following alternative courses of action shall be available:

(a) Project Proponent shall have the right to extend the Closing Date for three periods of thirty (30) days each (it also being agreed that Project Proponent must exercise the first extension in order to be entitled to exercise the second extension, and must exercise the second extension in order to be entitled to exercise the third extension). Project Proponent shall exercise each extension by giving notice to Seller along with payment to Seller of [REDACTED] for each thirty (30) day extension (each an "**Extension Deposit**"), in immediately available funds, in which event the Extension Deposit shall thereafter be nonrefundable and be deemed fully earned by Seller but shall be credited toward the Purchase Price; or

(b) Project proponent shall have the right to pay Seller the balance of the Purchase Price and the Excess Endowment Reimbursement (as defined in Section 6(b)) in immediately available funds, subject only to the respective obligation of the Parties to diligently seek the issuance of all pending Project Approvals so that the Closing can occur no later than December 31, 2018 (the "**Outside Closing Date**"); or

(c) Project Proponent shall have the right to terminate this Agreement, in which event the Parties shall thereafter have no further rights, duties or obligations under this Agreement and in that event, Seller shall retain the Initial Deposit, the Progress Deposits, and any Extension Deposit, which shall be deemed fully earned by Seller.

6. Closing Documents.

(a) Seller's Closing Documents. Upon Closing, Seller shall deliver to Project Proponent the following documents:

(i) Bill of Sale. A Bill of Sale in the form attached hereto as Exhibit B and incorporated herein by this reference (the "**Bill of Sale**"), executed by Seller, evidencing the sale of the Mitigation Values to Project Proponent; and

(ii) Conservation Easement. If the Conservation Easement (defined in Section 8(a) below) has not already been recorded prior to the Closing, Seller shall record or

cause to be recorded, the Conservation Easement, executed and acknowledged by the parties thereto, for recordation in the Official Records of Los Angeles County, California.

(b) Project Proponent's Closing Documents. Upon Closing, Project Proponent shall pay to Seller the following:

(i) Balance of Purchase Price. Project Proponent shall pay to Seller the balance of the Purchase Price, in immediately available funds; and

(ii) Excess Endowment Reimbursement. An amount equal to any endowment required by any of the Project Approvals in excess of [REDACTED] ("Excess Endowment") pursuant to Section 8(d) below ("**Endowment Reimbursement**").

(c) Prior to the Closing Date, the parties shall agree on the procedures for carrying out the steps necessary to complete the Closing.

7. Costs and Expenses. Project Proponent and Seller shall each pay their own legal and professional fees and fees of other consultants engaged by them.

8. Seller's Pre-Closing Obligations.

(a) HMMP. Seller, in coordination with Project Proponent, shall prepare a draft HMMP for the Mitigation Site and submit it to Project Proponent for Project Proponent's review and approval, which approval shall not be unreasonably withheld or delayed. Project Proponent shall have ten (10) days in which to review and approve the draft HMMP. Project Proponent's failure to provide Seller written notice of Project Proponent's disapproval of the draft HMMP within such ten (10)-day period, shall be deemed to constitute Project Proponent's approval of the draft HMMP. In the event that Project Proponent disapproves the draft HMMP, Project Proponent and Seller shall use their good faith, commercially reasonable efforts to promptly resolve Project Proponent's reasonable concerns. If Project Proponent and Seller are unable to resolve Project Proponent's reasonable concerns regarding the draft HMMP, within thirty (30) days, then either Party may terminate this Agreement by providing written notice to the other Party, in which event the Parties shall have no further rights, duties or obligations under this Agreement and in that event, Seller shall retain the Initial Deposit, the Progress Deposits, and any released Extension Deposit. The HMMP that is approved by Project Proponent pursuant to the foregoing provisions is referred to herein as the "**Draft HMMP**." Upon obtaining such approval from Project Proponent, Seller shall process the Draft HMMP with the Regional Board, the CDFW and the ACOE and shall use its good faith, commercially reasonable efforts to obtain the Regional Board, the CDFW and ACOE approval of the Draft HMMP, as soon as reasonably practicable. Project Proponent shall reasonably support Seller's efforts to obtain approval of the Draft HMMP and shall have the right to participate in discussions with the Regional Board, the CDFW and/or the ACOE regarding the Draft HMMP. The HMMP that is actually approved by the CDFW and the ACOE is referred to herein as the "**Final HMMP**." All conditions imposed by the CDFW, the ACOE or the Regional Board (and associated costs to comply with such conditions) on Seller under the Final HMMP, shall be subject to Seller's approval, which may be

given or withheld in Seller's sole and absolute discretion. If conditions of approval of the Final HMMP increase the cost of implementing the HMMP beyond the currently estimated cost of any line items shown on the HMMP Cost Budget attached hereto as Exhibit "C" ("**HMMP Cost Budget**"), the Parties agree to increase the purchase price on a dollar-for-dollar basis (in which event this agreement shall be deemed automatically amended to account for the same) to account for such cost increase. However, notwithstanding the foregoing, the aggregate amount of any such cost increase, together with any increase described in Section 8(d), below, shall not exceed [REDACTED]. Seller makes no representations or warranties concerning whether the Draft HMMP will be approved by Regional Board, the CDFW or the ACOE or concerning the timing for such approval. In no event shall refusal by the Regional Board, the CDFW or the ACOE to approve the Draft HMMP by the Outside Closing Date, or at all, constitute a default by Seller or Project Proponent under this Agreement.

The HMMP shall provide for preparation of a conservation easement ("**Conservation Easement**") for the Mitigation Site and at Seller's election adjacent land owned by Seller, which conforms to legal requirements imposed by the CDFW and the ACOE. Seller shall use its good faith, commercially reasonable efforts to obtain approval by the Regional Board, the CDFW and the ACOE of the Conservation Easement as soon as reasonably practicable and in conjunction with obtaining approval by the Regional Board, the CDFW and the ACOE of the Draft HMMP. Seller shall cause the Conservation Easement to be recorded in the Official Records of Los Angeles County, California, on or before the Closing and concurrently with funding of the endowment. The terms and conditions of the Conservation Easement shall be subject to Seller's approval, which may be given or withheld in Seller's sole and absolute discretion.

(b) Seller's Disapproval of Final HMMP. In the event that the conditions imposed by the CDFW and/or the ACOE and/or the Regional Board in connection with its/their approval of the Final HMMP are not acceptable to Seller (which approval may be given or withheld in Seller's sole and absolute discretion), and Seller and Project Proponent are unable to resolve Seller's concerns to the satisfaction of Seller, in its sole and absolute discretion, then Seller shall have the right to terminate this Agreement, and the Parties shall thereafter have no further rights, duties or obligations under this Agreement and in that event, Seller shall retain the Initial Deposit, the Progress Deposits, and any released Extension Deposit.

(c) Protection and Habitat Improvement. In the event that the Closing occurs, Seller shall at its cost and expense implement all protection and habitat conservation activities and all long-term maintenance, monitoring and other management activities, as described in the Final HMMP. However, notwithstanding the foregoing, Project Proponent shall post all financial assurances required by the CDFW and/or the ACOE and/or the Regional Board in connection with its/their approval of the Final HMMP other than the endowment described below.

(d) Endowment. Seller shall fully fund any and all endowments or other security required by the CDFW and/or the ACOE and/or the Regional Board to be funded in connection with the recordation of the Conservation Easement and for the monitoring and maintenance of the Mitigation Site in accordance with the requirements of the Final HMMP. However, in the event that the total endowment exceeds [REDACTED]

██████████, the Purchase Price shall be increased on a dollar-for-dollar basis for each dollar that the total endowment exceeds ██████████, subject to the limit on the Purchase Price described in Section 8(a), above. In the event that the total endowment is less than ██████████, the Purchase Price shall be decreased on a dollar-for-dollar basis for each dollar that the total endowment is less than ██████████.

9. Limitation of Obligations; Project Approvals.

(a) Limitation of Obligations. Project Proponent's obligations shall be limited to the payments and other undertakings expressly provided in this Agreement. Except as otherwise provided in this Agreement, Project Proponent shall have no obligation by reason of the taking the benefit of the Mitigation Site and the Mitigation Values, to support, pay for, monitor, report on, sustain, continue in perpetuity or otherwise be obligated or liable for the success or continued expense, monitoring, management or maintenance in perpetuity of the Mitigation Site.

(b) Limitation of Rights to Mitigation Site. Nothing in this Agreement shall result in Project Proponent having any right, title or interest in the Mitigation Site. Project Proponent's sole right shall be to have the Mitigation Values serve as the required mitigation for the Project approved by the Regional Board, the CDFW and/or the ACOE, provided that Project Proponent satisfies all of its obligations under this Agreement. Project Proponent acknowledges and agrees that Seller intends to reserve for itself and/or to allocate for use by one or more third parties, those mitigation values associated with the Mitigation Site and Seller's Remaining Property which do not conflict with the Final HMMP or impair compliance with or the implementation of the Final HMMP. In no event shall Project Proponent have any right, title or interest in any mitigation values other than the Mitigation Values that are created on the Mitigation Site. Without limiting the generality of the foregoing, Seller specifically reserves the right to translocate amphibian species (including, without limitation, California red legged frog,) to the Mitigation Site and to sell mitigation credits outside the Mitigation Site. Further without limiting the generality of the foregoing, Seller reserves the right to sell Mitigation credits related to avian species in and around the Mitigation Site on Seller's Remaining Land.

(c) Project Approvals. Project Proponent shall be solely responsible to the CDFW and the ACOE for obtaining the approval to use the Mitigation Values to meet the Compensatory Mitigation requirements. In that regard, Seller has made and makes no representation, warranty or guaranty that the Regional Board, the CDFW or the ACOE will approve the Mitigation Site as meeting the Compensatory Mitigation requirements or that the Mitigation Values will be sufficient to fully mitigate the impacts of the Project.

The Parties expressly agree that any mitigation or activities of Project Proponent not covered by this Agreement and any other mitigation set forth in the Project Approvals, other Project permits or any Habitat Mitigation and Monitoring Plan for the Project approved by any regulatory agency other than the HMMP, remain solely and entirely Project Proponent's responsibility. The Parties further agree that Seller shall not be liable, in law or equity, if the Mitigation Values are determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations. If

any court or regulatory agency later determines that the Mitigation Values are insufficient to meet the Compensatory Mitigation Requirements, Project Proponent shall be entirely responsible for satisfying any and all further obligations that may be imposed upon such determination. In that event, no responsibility or liability shall accrue to Seller.

Notwithstanding the foregoing, Seller shall reasonably cooperate with Project Proponent's efforts to obtain approval by the CDFW, the ACOE and the Regional Board of the use of the Mitigation Values to meet the Compensatory Mitigation requirements by providing information and executing documents reasonably required by the Regional Board, the CDFW and the ACOE. Other than Seller's obligations in Section 8, above, Seller shall not be obligated to bear any third party cost or to incur any additional liability in connection with such cooperation.

(d) Other Project Impacts. Project Proponent acknowledges and agrees that:

(i) Seller is only providing the Mitigation Values required to satisfy the Compensatory Mitigation Requirements;

(ii) The Mitigation Values described in this Agreement are limited to the Mitigation Site;

(iii) The Mitigation Values described in this Agreement are not intended to offset the Project's impacts to any type of species or habitat not described herein; and

(iv) Project Proponent shall be solely responsible for mitigating the Project's impacts to such other types of species and habitat.

10. **Default by Project Proponent; Liquidated Damages.** PROJECT PROPONENT RECOGNIZES THAT THE MITIGATION VALUES WILL BE REMOVED BY SELLER FROM THE MARKET DURING THE TERM OF THIS AGREEMENT, AND THAT IF THE CLOSING DOES NOT OCCUR BECAUSE OF PROJECT PROPONENT'S DEFAULT, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO SELLER. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER AS A RESULT OF ANY SUCH DEFAULT IS DIFFICULT OR IMPRACTICABLE TO DETERMINE AS OF THE DATE OF THIS AGREEMENT AND THAT THE AMOUNT OF THE INITIAL DEPOSIT, THE PROGRESS DEPOSITS, AND ANY RELEASED EXTENSION DEPOSIT IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. FOR THESE REASONS, THE PARTIES AGREE THAT, IF THE CLOSING DOES NOT OCCUR BECAUSE OF PROJECT PROPONENT'S DEFAULT, THAT AN AMOUNT EQUAL TO THE INITIAL DEPOSIT, THE PROGRESS DEPOSITS, AND ANY RELEASED EXTENSION DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. UPON ANY SUCH BREACH OR DEFAULT BY PROJECT PROPONENT HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES; PROVIDED, HOWEVER, THAT NOTHING

CONTAINED HEREIN SHALL IN ANY MANNER LIMIT THE ATTORNEYS' FEES RECOVERABLE PURSUANT TO THIS AGREEMENT. DELIVERY TO AND RETENTION OF THE INITIAL DEPOSIT, THE PROGRESS DEPOSITS, AND ANY RELEASED EXTENSION DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST PROJECT PROPONENT, IN THE EVENT OF A DEFAULT OR BREACH BY PROJECT PROPONENT RESULTING IN THE FAILURE TO CLOSE, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST PROJECT PROPONENT, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.

Seller *JB*

Project Proponent _____

11. Default by Seller. In the event of a material default by Seller prior to the Closing, and provided that Seller fails to cure such default a reasonable period of time after Project Proponent's delivery of written notice to Seller stating the nature of the default, Project Proponent sole and exclusive remedy shall be to terminate this agreement and recover the Deposit and all released Extension Deposits from Seller.

12. Waiver of Damages. Each Party waives all claims against each other Party hereto, and all of their respective affiliates, contractors and agents, together with all those persons acting through or on behalf of any and all such parties, for special or punitive damages of any kind allegedly suffered by such Party or any related parties.

13. Limitation of Liability. No elected or appointed official, employee, officer, director, shareholder, manager, member or partner of either Party shall have any personal liability with respect to this Agreement whatsoever.

14. Limitations on Assignment; Transfer. The Mitigation Values shall be non-transferable and non-assignable. The Mitigation Values shall not be used as mitigation for any project site or purpose other than the Project.

15. Miscellaneous Provisions.

(a) Ownership of Documents. All work papers, drawings, internal memoranda of any kind, photographs, and any written or graphic material, however produced, prepared by Seller in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of Seller, and may be used by Seller for any purpose whatsoever. Seller agrees to return to Project Proponent upon termination of this Agreement all documents, drawings, photographs and other written or graphic material, however produced, received from Project Proponent and used by Seller in the performance of its services

CONTAINED HEREIN SHALL IN ANY MANNER LIMIT THE ATTORNEYS' FEES RECOVERABLE PURSUANT TO THIS AGREEMENT. DELIVERY TO AND RETENTION OF THE INITIAL DEPOSIT, THE PROGRESS DEPOSITS, AND ANY RELEASED EXTENSION DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST PROJECT PROPONENT, IN THE EVENT OF A DEFAULT OR BREACH BY PROJECT PROPONENT RESULTING IN THE FAILURE TO CLOSE, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST PROJECT PROPONENT, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.

Seller _____ Project Proponent 

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13. Limitation of Liability. No elected or appointed official, employee, officer, director, shareholder, manager, member or partner of either Party shall have any personal liability with respect to this Agreement whatsoever.

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hereunder.

(b) Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (i) upon receipt or rejection, when hand delivered during normal business hours (provided that notices which are hand delivered shall not be effective unless the sending party obtains evidence that the notice has been received); (ii) upon receipt when sent electronically prior to 5:00 p.m. on a given business day (otherwise such receipt is deemed as of the following business day) to the e-mail address set forth below (provided, however, that notices given electronically shall not be effective unless the notice has also been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery)); (iii) upon the day of delivery or rejection on the day of receipt or rejection, if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or (iv) one (1) Business Day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

To Seller: LV-BP Investors Ranch, LLC
1001 Bridgeway, Suite 246
Sausalito, CA 94965
Attn: Tracey Brownfield
E-Mail: tracey@landveritas.com
Telephone: (415) 729-3734

With a Copy To: Gresham Savage Nolan & Tilden
500 Hospitality Lane, Suite 300
San Bernardino, CA 92408
Attn: Mark A. Ostoich, Esq.
E-Mail: mark.ostoich@greshamsavage.com
Telephone: (909) 890-4499

To Project Proponent: Los Angeles County Flood Control District
900 South Fremont Avenue
Alhambra, CA 91803
Attn: Christopher Stone
E-Mail: cstone@dpw.lacounty.ca.gov
Telephone: (626) 458-6100

Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above.

(c) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

(d) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(e) Successors and Assigns. Subject to the restrictions on assignment set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(f) Entire Agreement. This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

(g) Time of Essence. Seller and Project Proponent hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision under this Agreement and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(h) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Project Proponent and Seller, except as provided in this Agreement.

(i) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement.

(j) Recitals/Exhibits. The Recitals set forth in this Agreement and the exhibits referenced herein are incorporated herein by this reference.

(k) Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the Superior Court of the County of Los Angeles, California.

(l) Counterpart Originals, Facsimile and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which, together, shall constitute one and the same instrument. Facsimile or electronic signatures may be used in place of original signatures on this Agreement. The parties intend to be bound by the signatures on any facsimile or electronic document and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon request made by either Party to the other.

(m) Representation by Counsel. Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either Project Proponent or Seller based upon authorship of any of the provisions hereof. Project Proponent and Seller each hereby warrant, represent and certify to the other as follows: (i) that the contents of this Agreement have been completely and carefully read by the representing party and counsel for the representing party; (ii) that the representing party has been separately represented by counsel and the representing party is satisfied with such representation; (iii) that the representing party's counsel has advised the representing party of, and the representing party fully understands, the legal consequences of this Agreement; and (iv) that no other person (whether a party to this Agreement or not) has made any threats, promises or representations of any kind whatsoever to induce the execution hereof, other than the performance of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

[SIGNATURES FOLLOW]

SELLER:

LV-BP Investors Ranch, LLC

By: LV Petersen Ranch, LLC
Its: Manager

Date: August 2, 2018

By: Land Veritas Corp.

Its: Manager

By: H. Tracey Brownfield

H. Tracey Brownfield

Its: President

PROJECT PROPONENT

Los Angeles County Flood Control District

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: _____

Deputy

SELLER:

LV-BP Investors Ranch, LLC

By: _____

Its: _____

Date: _____

PROJECT PROPONENT

Los Angeles County Flood Control District

By: Amphill George-Moody

Its: DEPUTY DIRECTOR

Date: 8/1/18

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: 
Deputy

Exhibit B

BILL OF SALE

In consideration of _____, receipt of which is hereby acknowledged, **LV-BP INVESTORS RANCH, LLC**, a Delaware limited liability company ("**Seller**"), does hereby bargain, sell and transfer to the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** ("**Project Proponent**"), the following mitigation values ("**Mitigation Values**"):

Habitat Type	Acreage of Allocated Mitigation	Total Price
Compensatory Mitigation Values	<u>32.20</u> acres	\$ _____
	TOTAL:	\$ _____

Seller represents and warrants that it has good title to the Compensatory Mitigation Values, has good right to sell the same, and they are free and clear of all claims, liens, or encumbrances.

Seller covenants and agrees with Project Proponent to warrant and defend the sale of the Compensatory Mitigation Values against all and every person and persons whomsoever lawfully claiming the same.

SELLER:

LV-BP Investors Ranch, LLC

By: [Signature]
Its: Manager

Date: December 3, 2018

Devil's Gate Payments

Deposit Date	Check #	Amount
8/24/2018		\$
10/10/2018		\$
11/1/2018		\$
11/9/2018		\$
11/30/2018		\$

Total \$

Exhibit C

HMMP Cost Budget

	Item	Budgeted Amount
(1)	WRA Draft & Final HMMP Report and Design, Restoration Planning & Implementation Oversight	██████████
(2)	Fencing Cost (10,500 LF @ ██████/LF)	██████████
(3)	Additional Material Sourcing & Planting	TBD
(4)	Additional Irrigation (To be determined based upon # of additional plants required)	TBD
(5)	CDFW Amendment Resubmittal Fee	██████████
(6)	WRA Reporting/Monitoring for Five Years	██████████
(7)	Irrigation for 3 years	██████████

NOTES:

- (1) Per executed contract with WRA.
- (2) 10,500 LF provides fencing around perimeter of entire restoration/creation area. Additional fencing not included. If the agencies require additional fencing, the cost will be passed through to County.
- (3) We are harvesting live stakes onsite and hand planting with Petersen Ranch staff; the HMMP assumes 8,000 plants; the cost of any plants required over this amount will be passed through to County at ██████ plant.
- (4) If the Agencies require over 8,000, plants additional irrigation lines will be required; cost TBD on open book basis and passed through to County.
- (5) We submitted an amendment to CDFW already and expect the revisions to the Bank ledger and development plan associated with the Devils Gate PRM project to be covered by a re-submittal fee. Any amount over this will be passed through to County.
- (6) WRA will have to provide separate monitoring and reporting on the PRM project for five years; after five years, we plan to fold the reporting requirements into the Bank's monitoring and reporting.
- (7) 50 Acre Feet per year at ██████/AF (includes pumping costs) for 3 years; if Agencies require 5 years of irrigation in the HMMP, costs for up to 2 additional years will be passed through to County (after 5 years, irrigation costs covered by the endowment).