

FOR CONTRACT NO.: 03-3M8204
PROJECT ID: 0300000602

INFORMATION HANDOUT

AGREEMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME
NOTIFICATION No. 1600-2011-0046-R2

MISCELLANEOUS

PHOTOGRAPHS
GEOGRAPHIC LOCATION (LATITUDE, LONGITUDE)
NATIONAL FOREST SERVICE LANDS INFORMATION

ROUTE: 03-ED-50-53.4/56.3

CALIFORNIA DEPARTMENT OF FISH AND GAME
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



Streambed Alteration Agreement
Notification No. 1600-2011-0046 -R2
Five unnamed perennial tributaries to South Fork American River
California Department of Transportation
US 50 Culvert Rehabilitation Project

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and the California Department of Transportation (Caltrans) (Permittee) as represented by Michelle Lukkarila.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on March 15, 2011 that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located at five unnamed perennial tributaries to South Fork American River, in the County of El Dorado, State of California; Latitude 38.7826 N, Longitude - 120.2214 W, or Sections 21-24, Township 11N, Range 16E, U.S. Geological Survey (USGS) map Pyramid Peak, Mount Diablo baseline and meridian.

PROJECT DESCRIPTION

The project is limited to the installation of liners in existing corrugated culverts located between postmiles 53.4 and 56.3, along U.S Highway 50 (US 50) from 0.4 miles west of Wrights Lake Road to 0.1 miles west of Forni Tract Road, in El Dorado County, California. The proposed project includes the following maintenance actions:

- Existing culverts will be lined
- Rock Slope Protection (RSP) will be added as needed
- Drainage Inlet (DI) will be added
- Corrugated Steel Pipe (CSP) and Flared End Sections (FES) will be replaced as needed

- 150 lineal feet of Concrete Dike will be added
- Water Pollution Control Best Management Practices (BMPs) Implemented
- Traffic Control will be necessary to complete work .

There will be no changes to the existing drainage profile within the project limits. All construction activities will take place from the existing highway right-of-way. Adjacent Pullouts to the worksite will be used as the contractor's or equipment staging areas within the Caltrans right of way (*Natural Environment Study [Minimal Impacts] – U.S. Highway 50 [US 50] in El Dorado County, California, 03-US50, PM 53.4/56.3 [EA-03-3M820]*, January 2011).

A detailed project description is provided in the notification materials submitted to DFG. The notification, together with all supporting documents submitted with the notification; **Categorical Exemption/Categorical Exclusion Determination Form (03-ED-50/53.4-56.3/3M820)** dated January 27, 2011, "**Project Plans For Construction On State Highway In El Dorado County At Various Locations From 0.4 Mile West Of Wrights Lake Road To 0.1 Mile West Of Forni Tract Road**" revision date March 30, 2010, and **Natural Environment Study (Minimal Impacts) – U.S. Highway 50 (US 50) in El Dorado County, California, 03-US50, PM 53.4/56.3 [EA-03-3M820]** dated January 2011 are hereby incorporated into this agreement to describe the location, features, avoidance measures and mitigation measures of the proposed project.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: riparian vegetation, nesting migratory birds, cold water fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: temporary diversion of flow water from, or around, activity site; short-term increased turbidity and increased sedimentation; loss or decline of riparian and wetland habitat; disturbance from project activity; direct take of terrestrial species and direct take of non-fish aquatic species.

STREAM ZONE DEFINED

The Stream Zone comprises all components of a stream, including the channel, bed, banks, and floodplains. The Stream Zone is the land, including vegetation, that bounds a lake or the channel of a stream and that defines the lateral extent of their waters.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site to verify compliance with the Agreement. DFG personnel may only enter the project site when it is safe to do so. When appropriate, DFG personnel shall contact the Permittee prior to entering the construction area.
- 1.5 Authorized Work. The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify DFG of any modifications made to the project plans submitted to DFG. At the discretion of DFG, this agreement will be amended to accommodate modifications to the project plans submitted to DFG and/or new project activities.

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. The time period for completing the work within the stream zone shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of July 1 to October 15. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.

- 2.2 Work Period Extensions. At DFG's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to DFG. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting DFG in its evaluation. Time extensions are issued at the discretion of DFG. DFG will have ten calendar days to approve the proposed work period extension. DFG reserves the right to require additional measures designed to protect natural resources.
- 2.3 Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipe's or pumped around the work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation.
- 2.4 Bird Nests. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the Fish and Game Code. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative.
- 2.5 Special Status Plants Should a special status plant species [as per CEQA sections 15380 and 15125 (c)] be discovered before or during the life of the project, a 25-foot no-operations buffer shall be flagged around the area and the CDFG shall be immediately notified. Consultation with the CDFG and/or USFWS shall ensure that potential impacts are avoided or minimized, and that project activities do not inhibit long-term conservation efforts for the survival of special status plant species.
- 2.6 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged

without prior consultation and approval of a Department representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.

- 2.7 **Sediment Control.** Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.
- 2.8 **Pollution Control.** Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas have proper spill clean up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

3. Compensatory Measures

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

- 3.1 **Site Restoration.** All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the construction activities shall be restored using locally native grass seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass seeds. Seeded

areas shall be covered with broadcast straw and/or jute netted (monofilament erosion blankets are not authorized).

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify DFG within two working days of beginning work within the stream zone of any of the five unnamed perennial tributaries to the South Fork American River. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 4.2 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to DFG within two days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other. Refer to the project's Notification Number when submitting documents to DFG.

To Permittee:

California Department of Transportation
Michelle Lukkarila
2379 Gateway Oaks Drive, Suite 150, MS 19
Sacramento CA, 95833
Fax: (916) 274-0602
Email: Michele_Lukkarila@dot.ca.gov

To DFG:

Department of Fish and Game
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program – Tim Nosal
Notification #1600-2011-0046 R2

Fax: 916-358-2912
Email: tnosal@dfg.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

The Permittee shall notify DFG where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, the Permittee shall comply with the provision that offers the greatest protection to water quality, species of special concern and/or critical habitat.

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

AMENDMENT

DFG may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by Permittee and DFG.

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

TRANSFER AND ASSIGNMENT

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

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

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

EFFECTIVE DATE

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

TERM

This Agreement shall expire on December 31, 2013, 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.

AUTHORITY

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

AUTHORIZATION

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

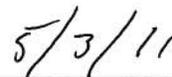
CONCURRENCE

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

FOR CALIFORNIA DEPARTMENT OF TRANSPORTATION



Brian Toepfer
Project Manager



Date

FOR DEPARTMENT OF FISH AND GAME



 Kent Smith
Regional Manager

5/12/11
Date

Prepared by: Tim Nosal
Environmental Scientist



Inlet Drainage System No. 1, PM 53.35, 8/12/09



Outlet Drainage System No. 1, PM 53.35, 8/12/09



Inlet Drainage System No. 2, PM 53.44, 8/12/09



Outlet Drainage System No. 2, PM 53.44, 8/12/09



Inlet Drainage System No. 3, PM 53.56, 8/12/09



Outlet Drainage System No. 3, PM 53.56, 8/12/09



Inlet Drainage System No. 4, PM 53.63, 8/11/09



Outlet Drainage System No. 4, PM 53.63, 8/11/09



Inlet Drainage System No. 5, PM 53.73, 8/11/09



Outlet Drainage System No. 5, PM 53.73, 8/11/09



Inlet Drainage System No. 6, PM 53.80, 8/11/09



Outlet Drainage System No. 6, PM 53.80, 8/11/09



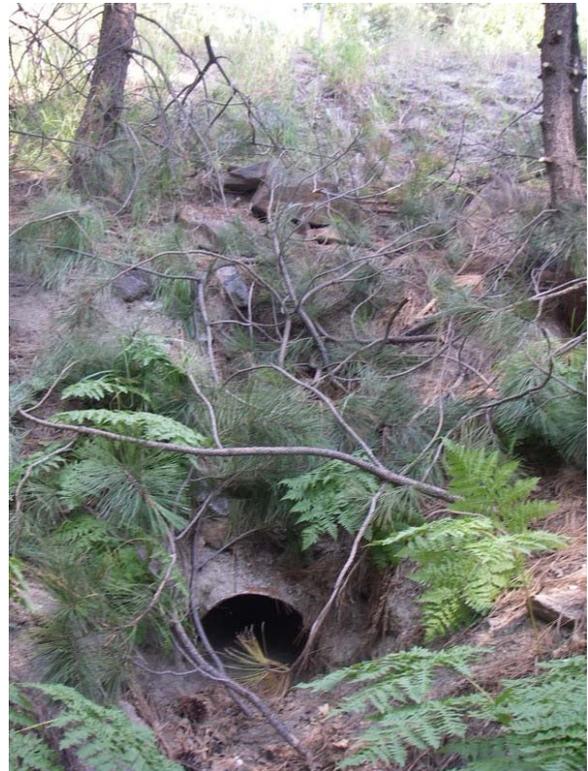
Inlet Drainage System No. 7, PM 53.86, 8/11/09



Outlet Drainage System No. 7, PM 53.86, 8/11/09



Inlet Drainage System No. 8, PM 53.98, 8/11/09



Outlet Drainage System No. 8, PM 53.98, 8/11/09



Inlet Drainage System No. 9, PM 54.09, 8/11/09



Inlet Drainage System No. 9, PM 54.09, 8/11/09



Inlet Drainage System No. 10, PM 54.12, 8/11/09



Outlet Drainage System No. 10, PM 54.12, 8/11/09



Inlets Drainage System No. 11, PM 54.17, 8/10/09



48" Down Drain Drainage System No. 11, PM 54.17, 8/10/09



48" Down Drain Drainage System No. 11, PM 54.17, 8/10/09



Outlets Drainage System No. 11, PM 54.17, 8/10/09



Inlet Drainage System No. 12, PM 54.23, 8/10/09



Outlet Drainage System No. 12, PM 54.23, 8/10/09



Inlet Drainage System No. 13, PM 54.28, 6/11/09



Outlet Drainage System No. 13, PM 54.28, 6/11/09



Inlet Drainage System No. 14, PM 54.41, 6/11/09



Outlet Drainage System No. 14, PM 54.41, 6/11/09



Inlet Drainage System No. 15, PM 54.49, 6/11/09



Outlet Drainage System No. 15, PM 54.49, 6/11/09



Inlet Drainage System No. 16, PM 54.57, 6/11/09



Outlet Drainage System No. 16, PM 54.57, 6/11/09



Inlet Drainage System No. 17, PM 55.01, 6/11/09



Outlet Drainage System No. 17, PM 55.01, 6/11/09



Inlet Drainage System No. 18, PM 55.74, 6/10/09



Outlet Drainage System No. 18, PM 55.74, 6/10/09



Inlet Drainage System No. 19, PM 55.89, 6/10/09



Outlet Drainage System No. 19, PM 55.89, 6/10/09



Inlet Drainage System No. 20, PM 56.06, 6/10/09



Outlet Drainage System No. 20, PM 56.06, 6/10/09



Inlet Drainage System No. 21, PM 56.16, 6/10/09



Outlet Drainage System No. 21, PM 56.16, 6/10/09



Inlet Drainage System No. 22, PM 56.26, 6/9/09



Outlet Drainage System No. 22, PM 56.26, 6/9/09

03-3M8204 CULVERT LOCATIONS

Loc No.	PM	Latitude	Longitude
1	53.35	38.782665368	120.221471001
2	53.44	38.782066963	120.219975950
3	53.56	38.782310401	120.217783542
4	53.63	38.783142644	120.216386789
5	53.73	38.783804217	120.215629065
6	53.80	38.784448381	120.214843611
7	53.86	38.785144815	120.213788727
8	53.98	38.785867987	120.211660302
9	54.09	38.786218870	120.209586800
10	54.12	38.786344794	120.209035267
11	54.17	38.786728905	120.208146401
12	54.23	38.786636902	120.207604682
13	54.28	38.787216239	120.206217398
14	54.41	38.787814564	120.204236540
15	54.49	38.788249838	120.203233841
16	54.57	38.788396016	120.201503179
17	55.01	38.791082736	120.194060716
18	55.74	38.789276611	120.181241789
19	55.89	38.788737206	120.178590353
20	56.06	38.788250342	120.175249077
21	56.16	38.788578475	120.173528695
22	56.26	38.789186818	120.172052991



United States
Department of
Agriculture

Forest
Service

Eldorado National Forest
Placerville Ranger District

4260 Eight Mile Road
Camino, CA 95709
(530) 644-2324 (Voice)
(530) 647-5344 (TTY)

File Code: 2730
03-ED-50 PM 52.4/57.3
E.A. 03-3M820
Date: June 29, 2011

John P. Walsh
Federal Land Coordinator
State of California, Department of Transportation
District 3
703 B Street
Marysville, CA 95901

Dear Mr. Walsh:

I am in receipt of your notification on April 14, 2011 of a culvert repair project on National Forest System Lands (NFSL). Thank you for the early project coordination and the opportunity to review and provide input to the project scheduled for the summer of 2012.

The project consists of culvert lining work at 23 locations between Wrights Lake Road and Forni Tract Road on State Route 50 (Sec. 21, 22, 23, 24, T.11N R.16E., Pyramid Peak Quad). The State's contractor is expecting to be at each location approximately four (4) days.

As a cooperating agency under the National Environmental Policy Act (NEPA), I am informing you that there are known historic properties within the area of potential effect. Preliminary research indicates there are sixteen sites (7 historic, 7 prehistoric, and 2 multi-component) in close proximity to your project. Three of the historic sites are linear and include the Lincoln Highway (0503-56-771), Johnson Cut-Off (0503-56-668), and Pony Express Trail (0503-56-227). It is critical that the environmental planner assigned to prepare the cultural resource report coordinates their records search and any mitigation measures with District Archaeologist, Karin Klemic. She may be contacted at this office by phone at (530) 647-5325 or by email at kklemic@fs.fed.us. This communication is essential as the North Central Information Center at CSU Sacramento does not have records of all the Forest's historic properties.

You are approved to remove the pine tree growing over the culvert outlet at location 2, and conduct the nominal work outside the right-of-way (down slope outlets at locations 3, 7, 10, 11, 20, 23). I have determined that a special use permit is not required for this temporary work pursuant to Title 36 of the Code of Federal Regulations (CFR) 251.50 (e) (2), which states:

"(e) For proposed uses other than a noncommercial group use, a special use authorization is not required if... (2) The proposed use is regulated by a State agency or another Federal agency in a manner that is adequate to protect National Forest System lands and resources and to avoid conflict with National Forest System programs or operations."

If you have any questions, please contact Cindy Oswald at (530) 647-5320 or email at coswald@fs.fed.us.

Sincerely,

DUANE A. NELSON
District Ranger

*Due to planned work
revisions locations 20 and 23
are now locations 19 and 22, respectively.*
*Nik Beach
State of CA, DOT
District 3*

