Meeting of the Central Valley Flood Protection Board August 25, 2017

Permit Staff Report

David Linda Martin Partners Aliso Ranch On-Farm Capture and Recharge Project, Madera County

1.0 - ITEM

Consider approval of Permit No. 19109. (Attachment B)

2.0 – APPLICANT

David Linda Martin Partners (DLM Partners).

3.0 - PROJECT LOCATION

The project is located on the east (right) bank levee of the Chowchilla Canal Bypass near Firebaugh Boulevard approximately 7.7 miles east of the City of Firebaugh. (Chowchilla Canal Bypass, Madera County, see Attachment A)

4.0 - PROJECT DESCRIPTION

DLM Partners proposes to install a combination gate (slide and flap type) on an existing 4-ft x 5-ft box culvert structure (listed in the Lower San Joaquin River O&M Manual Pg. 55 - Irrigation and Drainage Structures Unit No. 17 LM 8.38), place 6-inch deep rip rap on the waterside levee slope, and install an elevated horizontal walkway to access the combination gate that will allow the diverting of flood flows from the eastern bank of the Chowchilla Canal Bypass.

5.0 – AUTHORITY OF THE BOARD

California Water Code § 8534, 8590 – 8610.5, and 8700 – 8710

California Code of Regulations, Title 23, Division 1 (Title 23):

- § 6, Need for a Permit
- § 13.3, Consent Calendar
- § 19, District Lands
- § 112, Streams Regulated and Nonpermissible Work Periods
- § 123, Pipelines, Conduits, and Utility Lines
- § 137, Miscellaneous Encroachments

<u>6.0 – PROJECT ANALYSIS</u>

The proposed project is located just south of the Firebaugh Boulevard Bridge on the east (right) bank of the Chowchilla Canal Bypass. The existing 4-ft by 5-ft box culvert structure is listed under the Irrigation and Drainage Structures in the Lower San Joaquin River Flood Control Project's Operations and Maintenance Manual. The existing box culvert was constructed in 1964 along with the Chowchilla Canal Bypass by the Department of Water Resources for drainage purposes to allow passage of water from the protected lands to the Chowchilla Canal Bypass (Chowchilla Canal Bypass AsBuilts, see Attachment C).

The applicant has proposed to install a combination gate (slide and flap type) on the existing 4-ft by 5-ft box culvert, 6-inch deep riprap on the waterside levee slope, and an elevated horizontal walkway to access the proposed combination gate from the levee crown (Construction Plans, see Attachment D). The combination gate will allow the diversion of flood waters from the Chowchilla Canal Bypass into the parallel landside ditch (located more than 80-feet from the chowchilla landside levee toe) for irrigation and pre-irrigation purposes. Two removable irrigation pumps and associated appurtenances will be located just east of the landside ditch to siphon the flood waters from the landside ditch to the applicant's property (Removable Pumps Layout, see Attachment E). Some minor grading work is involved to allow the temporary pumps and associated appurtenances to access the landside ditch. The proposed combination gate will be opened to allow approximately 10 cubic feet per second of flow to match the siphon rate of the two removable pumps. The proposed project will allow the use of flood waters from the Chowchilla Canal Bypass for irrigation purposes reducing the need for groundwater pumping in an effort to comply with the Sustainable Groundwater Management Act (SGMA). The Lower San Joaquin Levee District will have primary control of the gate during flood events. The Lower San Joaquin Levee District (LSJLD)

will have primary control of the gate during periods of high water to assure there is no threat to public safety or detriment to the flood facility. The applicant will operate the proposed combination gate for their diversion purposes. The proposed work conforms to all applicable Title 23 standards.

6.1 - Hydraulic Analysis

A cross sectional area hydraulic blockage calculation was performed that resulted in an estimated floodway blockage of 0.16% (Hydraulic Blockage Calculations, see Attachment F). Hydraulic impacts that result in less than 1% blockage are considered negligible per U.S. Army Corps of Engineers (USACE) hydraulic analysis criteria. Therefore, further hydraulic analysis was not required.

6.2 - Geotechnical Analysis

The project consists of installing concrete footings for the proposed elevated walkway that penetrates the levee slope by 15-inches and installing 6-inch thick rip-rap on the levee slope for erosion protection. The proposed work will have minimal impact to the levee; therefore a geotechnical analysis was not required.

6.3 - Sacramento and San Joaquin Drainage District Lands

The proposed project, including the two (2) removable pumps and associated appurtenances, is located on land owned in fee by the Sacramento and San Joaquin Drainage District, acting by and through the Central Valley Flood Protection Board. A draft revocable license agreement has been prepared pursuant to Title 23, §19, District Lands (Draft License Agreement, see Attachment G).

7.0 – AGENCY COMMENTS AND ENDORSEMENTS

The comments and endorsements associated with this project, from all pertinent agencies, are shown below:

The local maintaining agency, Lower San Joaquin Levee District, endorsed the
project on April 12, 2016 with conditions that have been incorporated into the
conditions of the attached draft Permit No. 19109. On April 12, 2016, LSJLD
signified by Resolution No. 6523-16 that LSJLD does not object to the proposed
project subject to conditions, which have been incorporated into draft Permit No.
19109.

 A letter from the USACE <u>has been received</u> for this application. The USACE Sacramento District Engineer has no comments or recommendations regarding flood control because the proposed work does not affect a federally constructed project. The letter is attached to the permit as Exhibit A and is incorporated by reference.

8.0 - CEQA ANALYSIS

The Board, acting as the CEQA lead agency has determined the project is categorically exempt from CEQA under a Class 1 Categorical Exemption (CEQA Guidelines Section 15301) covering minor alterations to an existing structure.

9.0 - CALIFORNIA WATER CODE SECTION 8610.5 CONSIDERATIONS

 Evidence that the Board admits into its record from any party, State or local public agency, or nongovernmental organization with expertise in flood or flood plain management:

The Board will make its decision based on the evidence in the permit application and attachments, this staff report, and any other evidence presented by any individual or group.

2. The best available science that relate to the scientific issues presented by the executive officer, legal counsel, the Department of Water Resources or other parties that raise credible scientific issues.

The accepted industry standards for the work proposed under this permit as regulated by Title 23 have been applied to the review of this permit.

3. Effects of the decision on facilities of the State Plan of Flood Control (SPFC), and consistency of the proposed project with the Central Valley Flood Protection Plan (CVFPP) as adopted by Board Resolution 2012-25 on June 29, 2012:

The proposed project resulted in less than 1% floodway blockage and the combination gate allows the existing culvert to continue functioning as intended; therefore, the proposed project is expected to have no adverse effect on any SPFC facilities and is consistent with the supporting goal of the CVFPP to promote multibenefit projects.

4. Effects of reasonable projected future events, including, but not limited to, changes in hydrology, climate, and development within the applicable watershed:

The proposed walkway will be properly anchored to prevent floatation into the floodway and the proposed riprap will prevent erosion on the levee slope during periods of high water. Therefore, there are no expected adverse effects to the proposed project from reasonable projected future events.

10.0 - STAFF RECOMMENDATION

Staff Recommends that the Board:

Adopt:

The CEQA findings:

Approve:

Encroachment Permit No. 19109 in substantially the form provided; and

Direct:

 The Executive Officer to take the necessary actions to execute the permit and file a Notice of Exemption pursuant to CEQA with the State Clearinghouse.

11.0 – LIST OF ATTACHMENTS

- A. Location Maps and Photos
- B. Draft Permit No. 19109
- C. Chowchilla Canal Bypass As-Builts
- D. Construction Plans
- E. Removable Pumps Layout
- F. Hydraulic Blockage Calculations
- G. Draft License Agreement

Design Review: Minh Chieng, P.E., Permitting Section Staff
Environmental Review: James Herota, Senior Environmental Scientist
Document Review: Gary W. Lemon, P.E., Permitting Section Chief

Mitra Emami, P.E., Operations Branch Chief

Legal Review: Kanwarjit Dua, Board Counsel



Figure 1. Location Map



Figure 2. Vicinity Map



Figure 3. View of existing box culvert, flap gate, and wing wall on waterside levee toe



Figure 4. View of existing box culvert, flap gate, and wing wall on waterside levee toe



Figure 5. View of landside levee slope and drainage path from protected lands to the Chowchilla Bypass



Figure 6. View of existing box culvert and wing wall on the landside levee toe



Figure 7. View of waterside levee slope and the existing Firebaugh Blvd bridge



Figure 8. View of the existing culvert under Firebaugh Blvd. Bridge



Figure 9. View of existing parallel landside ditch located more than 80-feet from the landside levee toe



Figure 10. View of the property fence separating SSJDD and applicant's property

Attachment A



Figure 11. View of the existing parallel ditch located more than 80-ft from landside levee toe and the property fence separating SSJDD and applicant's property

DRAFT

STATE OF CALIFORNIA THE RESOURCES AGENCY

THE CENTRAL VALLEY FLOOD PROTECTION BOARD

PERMIT NO. 19109 EO BD

This Permit is issued to:

DLM Partners PO Box 9050 Fresno, California 93790

To install a combination gate on an existing 4-ft x 5-ft box culvert structure (listed in the Lower San Joaquin River O&M Manual Pg. 55 - Irrigation and Drainage Structures Unit No. 17 LM 8.38), 6-inch deep rip rap on the waterside levee slope, and elevated horizontal walkway to allow diverting of flood flows from the eastern bank of the Chowchilla Canal Bypass.

The project is located on the east (right) bank levee of the Chowchilla Canal Bypass near Firebaugh Blvd approximately 7.7 miles east of the City of Firebaugh, at 36.87232°N 120.31729°W, Lower San Joaquin Levee District, Chowchilla Canal Bypass, Madera County, CA.

NOTE: Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project

as described above.

(SEAL)	
Dated:	Executive Officer

GENERAL CONDITIONS:

ONE: This permit is issued under the provisions of Sections 8700 – 8723 of the Water Code.

TWO: Only work described in the subject application is authorized hereby.

THREE: This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

FOUR: The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the

permittee shall conform to all requirements of the Department and The Central Valley Flood Protection Board.

FIVE: Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of The Central Valley Flood Protection Board.

SIX: This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.

SEVEN: It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

EIGHT: This permit does not establish any precedent with respect to any other application received by The Central Valley Flood Protection Board.

NINE: The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

TEN: The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

ELEVEN: The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

TWELVE: Should any of the work not conform to the conditions of this permit, the permittee, upon order of The Central Valley Flood Protection Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

SPECIAL CONDITIONS FOR PERMIT NO. 19109 EO

THIRTEEN: The permittee shall secure an agreement from the Sacramento and San Joaquin Drainage District, acting by and through the Central Valley Flood Protection Board (Board), prior to start of work.

FOURTEEN: This permit shall expire five (5) years from the date of approval. This permit may be extended by the permittee in periods not to exceed five (5) years by submitting a written request to the Board at least 90 days prior to the expiration of the permit. The approval of the extension will require concurrence from Lower San Joaquin Levee District and may result in revisions to the special conditions of the permit.

FIFTEEN: The permittee shall notify and receive approval from Lower San Joaquin Levee District and the Board prior to operating the permitted encroachment(s). Furthermore, the permittee may need to provide proof of authorization to withdraw water from the Chowchilla Canal Bypass. Furthermore, the permittee shall provide to the Board a copy of any statements of water diversions submitted to the State Water Resources Control Board and any subsequent authorization to withdraw water from the Chowchilla Canal Bypass. Issuance of this permit does not grant any water rights.

SIXTEEN: This permit is not transferrable unless the successor secures a new agreement from the Board. The Board reserves the right to add additional, or modify existing, conditions when there is a change in ownership and/or maintenance responsibility of the work authorized under this permit.

LIABILITY AND INDEMNIFICATION

SEVENTEEN: The permittee shall defend, indemnify, and hold the Board and the State of California, including its agencies, departments, boards, commissions, and their respective officers, agents, employees, successors and assigns (collectively, the "State"), safe and harmless, of and from all claims and damages related to the Board's approval of this permit, including but not limited to claims filed pursuant to the California Environmental Quality Act. The State expressly reserves the right to supplement or take over its defense, in its sole discretion.

EIGHTEEN: The permittee is responsible for all liability associated with construction, operation, and maintenance of the permitted facilities and shall defend, indemnify, and hold the Board and the State, safe and harmless, of and from all claims and damages arising from the project undertaken pursuant to this permit, all to the extent allowed by law. The State expressly reserves the right to supplement or take over its defense, in its sole discretion.

NINETEEN: The Board, Department of Water Resources, and Lower San Joaquin Levee District shall not be held liable for any damages to the permitted encroachment(s) resulting from releases of water from reservoirs, flood fight, operation, maintenance, inspection, or emergency repair.

AGENCY CONDITIONS

TWENTY: All work approved by this permit shall be in accordance with the submitted drawings and specifications dated June 29, 2017 except for items 3, 6, and 8 of the General Notes on Sheet 1 of 11 of the plan set and as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without prior approval of the Board.

TWENTY-ONE: The permittee shall be responsible for the repair of any damages to the project levee, channel, banks, floodway, drainage structures, or other flood control facilities due to construction, operation, or maintenance of the proposed project.

TWENTY-TWO: No construction work of any kind shall be done during the flood season from November 1 to July 15 without prior approval of the Board. Failure to submit a Time Variance Request to the Board at least 10 working days prior to November 1 may result in a delay of the project.

TWENTY-THREE: A letter received from the Department of the Army (U.S. Army Corps of Engineers, Sacramento District) dated October 26, 2016 is attached to this permit as Exhibit A in reference to this project.

TWENTY-FOUR: If erosion occurs adjacent to the permitted encroachment(s), the permittee shall repair the eroded areas and place adequate revetment on the affected areas to prevent further erosion.

TWENTY-FIVE: If the permitted encroachment(s) result(s) in an adverse hydraulic impact, the permittee shall provide appropriate mitigation measures, to be approved by the Board, prior to implementation of mitigation measures.

TWENTY-SIX: Permittee shall pay to the Board, an inspection fee(s) to cover inspection cost(s),

including staff and/or consultant time and expenses, for any inspections before, during, post-construction, and regularly thereafter as deemed necessary by the Board.

PRE-CONSTRUCTION

TWENTY-SEVEN: Upon receipt of a signed copy of the issued permit the permittee shall contact the Board by telephone at (916) 574-0609, and submit the enclosed postcard, to schedule a preconstruction conference with the inspector that is assigned to your project. Failure to do so at least 10 working days prior to start of work may result in a delay of the project.

CONSTRUCTION

TWENTY-EIGHT: The proposed elevated horizontal walkway constructed on the waterward levee slope shall be properly anchored to prevent movement during high water.

TWENTY-NINE: The bottom of the stringers of the elevated horizontal walkway above the waterward levee slope shall be a minimum of 171.0 feet, NAVD 88 Datum, as shown on the submitted drawings.

THIRTY: Handrails on the elevated horizontal walkway shall not extend onto the levee crown.

THIRTY-ONE: A suitable locking mechanism shall be installed on the gate wheel to prevent unauthorized operation of the combination gate. Access of the gate wheel shall be provided to the authorized representative of the Board, Department of Water Resources, Lower San Joaquin Levee District, or any other agency responsible for operations and maintenance as requested.

POST-CONSTRUCTION

THIRTY-TWO: All debris generated by this project shall be properly disposed of outside the floodway.

OPERATIONS AND MAINTENANCE

THIRTY-THREE: After each period of high water, debris that accumulates at the site shall be completely removed from the floodway.

THIRTY-FOUR: The permittee shall maintain the permitted encroachment(s) and the project works within the utilized area in the manner required and as requested by the authorized representative of the Board, Department of Water Resources, Lower San Joaquin Levee District, or any other agency responsible for maintenance and shall, at all times, allow officials from these agencies to access the levee, levee slope, and any adjacent areas as necessary for flood control.

THIRTY-FIVE: The permitted encroachment(s) shall not interfere with operation and maintenance of the flood control project. If the permitted encroachment(s) are determined by any agency responsible for operation or maintenance of the flood control project to interfere, the permittee shall be required, at permittee's cost and expense, to modify or remove the permitted encroachment(s) under direction

Attachment B

of the Board or Department of Water Resources. If the permittee does not comply, the Board may modify or remove the encroachment(s) at the permittee's expense.

PROJECT ABANDONMENT / CHANGE IN PLAN OF FLOOD CONTROL

THIRTY-SIX: The permittee may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted encroachment(s) if in the discretion of the Board the removal, alteration, relocation, or reconstruction is necessary as part of or in conjunction with any present or future flood control plan or project or if the project is not maintained or is damaged by any cause. If the permittee does not comply, or in the event of an emergency, the Board may remove the encroachment(s) at the permittee's expense.

THIRTY-SEVEN: If the project, or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of the Board at the permittee's or successor's cost and expense.

END OF CONDITIONS



DEPARTMENT OF THE ARMY

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO CA 95814-2922

Flood Protection and Navigation Section (19109)

OCT 2 6 2016

Ms. Leslie M. Gallagher Executive Officer Central Valley Flood Protection Board 3310 El Camino Avenue, Room 151 Sacramento, CA 95821

Dear Ms. Gallagher:

We have reviewed permit application number 19109 submitted by DLM Partners. This project includes installing a combination gate (slide gate and flap gate) and elevated horizontal walkway on an existing box culvert structure in the right bank levee of the Chowchilla Canal Bypass. The project is located near Firebaugh Boulevard, approximately 7.7 miles east of the City of Firebaugh, at 36.872325°N 120.317294°W NAD83, Madera County, CA.

The District Engineer has no comments or recommendations regarding flood control because the proposed work does not affect a federally constructed project.

A file (2016-207) has been opened because a Section 10 and/or Section 404 permit may be required. Please advise the applicant to contact the U.S. Army Corps of Engineers, Sacramento District, Regulatory Division, 1325 J Street, Sacramento, California 95814, telephone (916) 557-5250.

A copy of this letter is being furnished to Mr. Don Rasmussen, Chief, Flood Project Integrity and Inspection Branch, 3310 El Camino Avenue, Suite 200, Sacramento, CA 95821.

Sincerely,

🗠 Ryan Larson, P.E.

Juan M. Georgaly

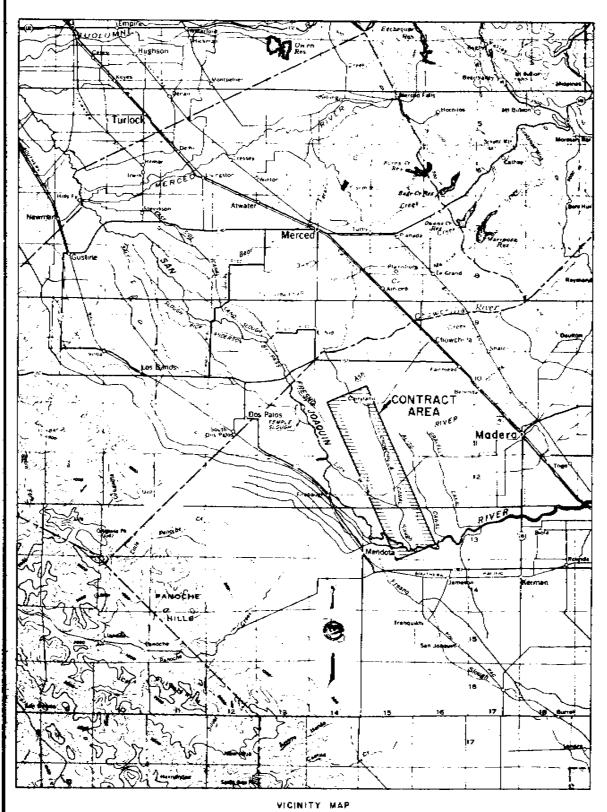
Chief, Flood Protection and Navigation Section

STATE OF CALIFORNIA

Attachment C

THE RESOURCES AGENCY DEPARTMENT OF WATER RESOURCES

DIVISION OF DESIGN AND CONSTRUCTION



LOWER SAN JOAQUIN RIVER
FLOOD CONTROL PROJECT
AVENUE 18 1/2 TO SAN JOAQUIN RIVER
SPECIFICATION NO. 64-42

THE RECLAMATION BOARD

APPROVED

DATE SETS STREET

ASSISTANT CHIEF ENGINEER, REGICE NO 6787

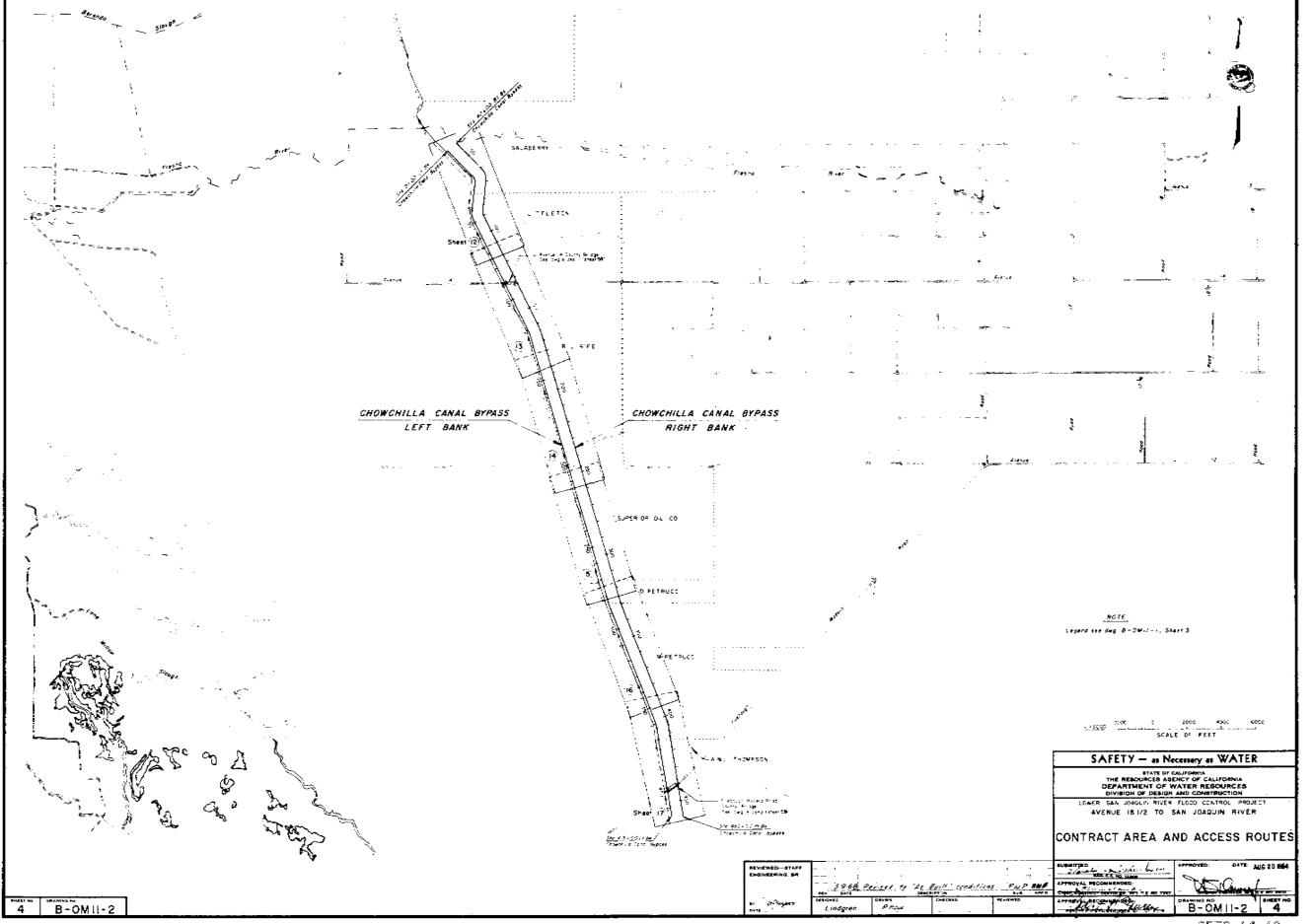
DEPARTMENT OF WATER RESOURCES

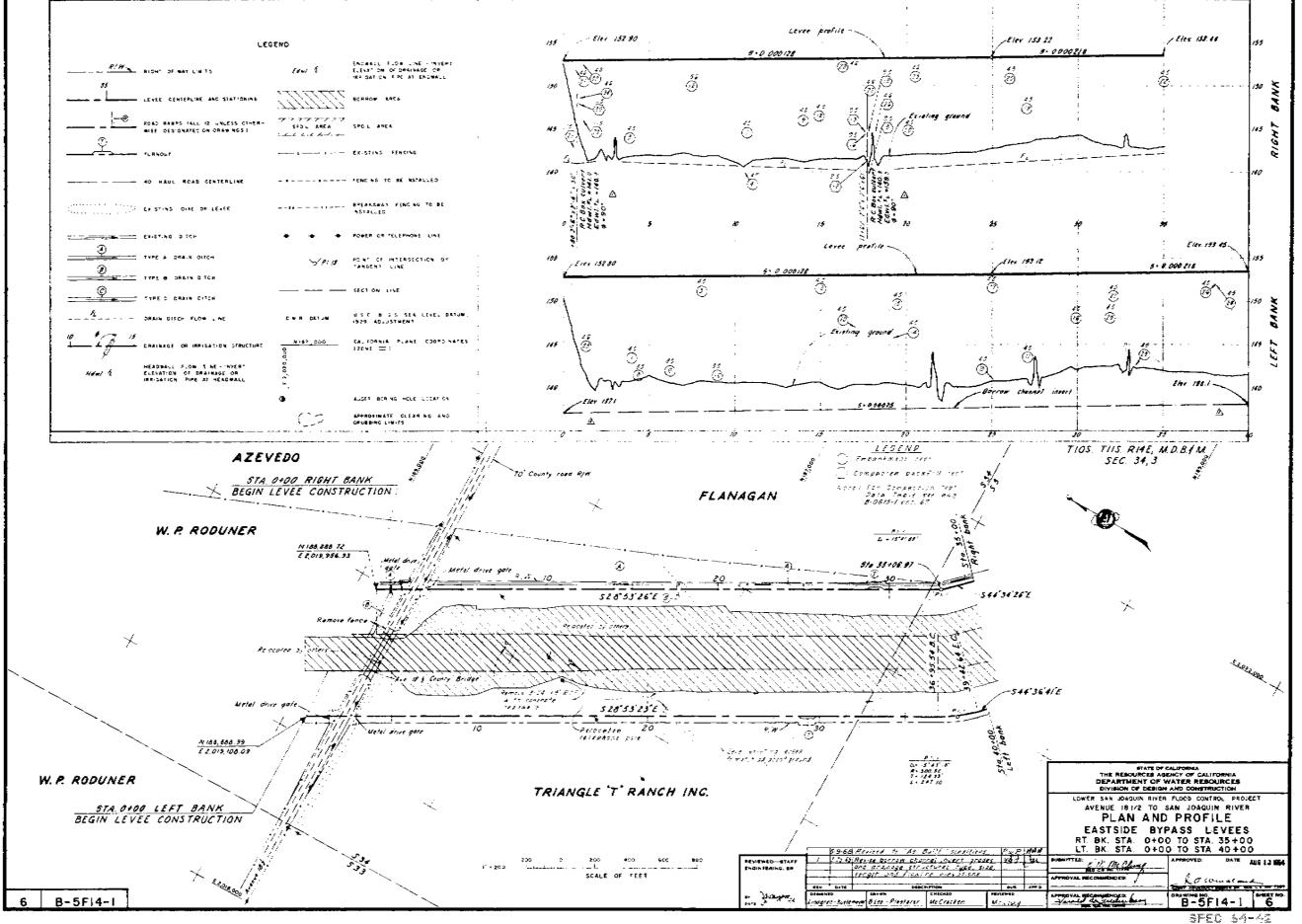
APPROVED

CHIEF ENGINEER, REGICE NO 12676

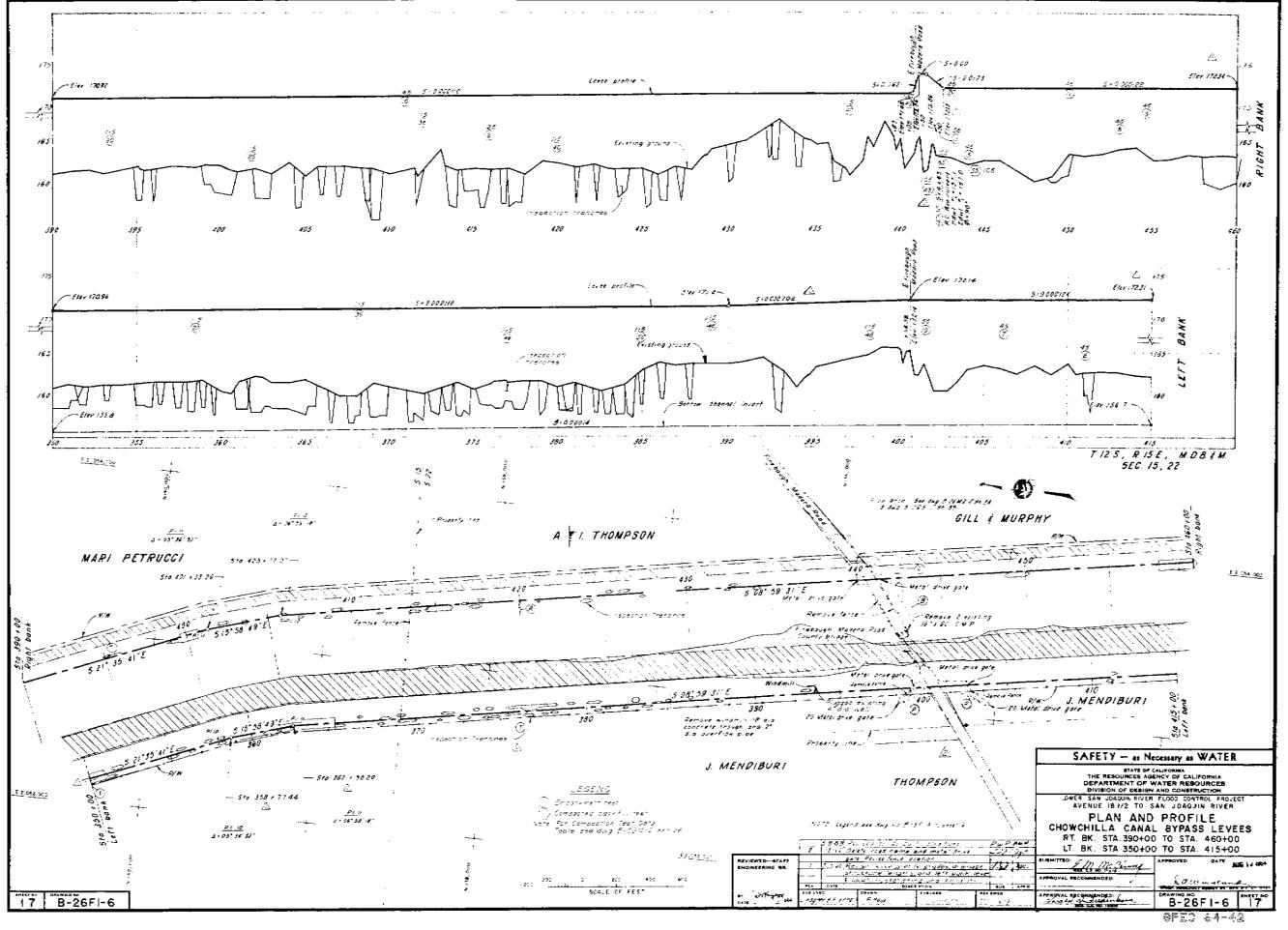
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Attachment C

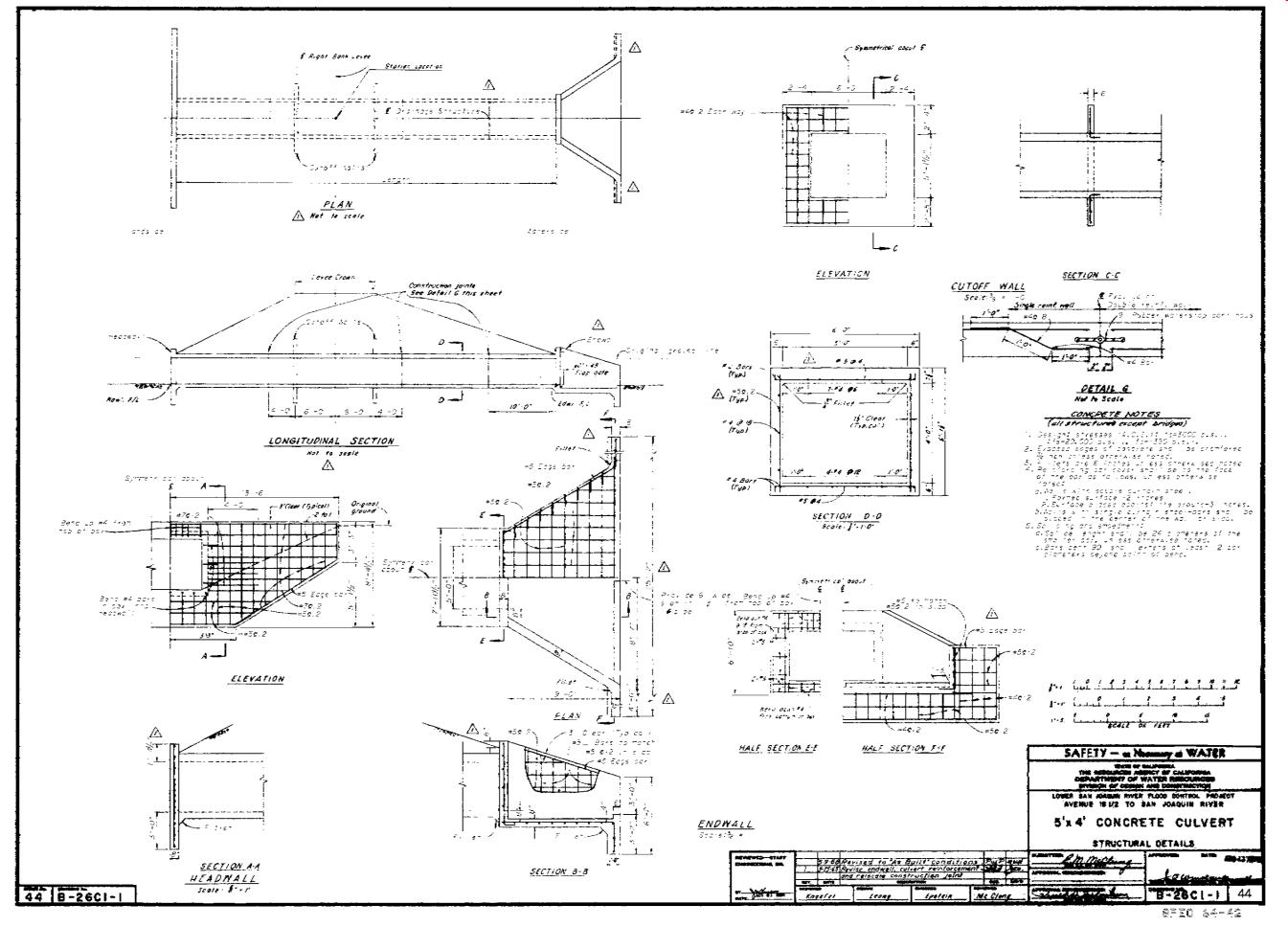




Attachment C



Attachment C



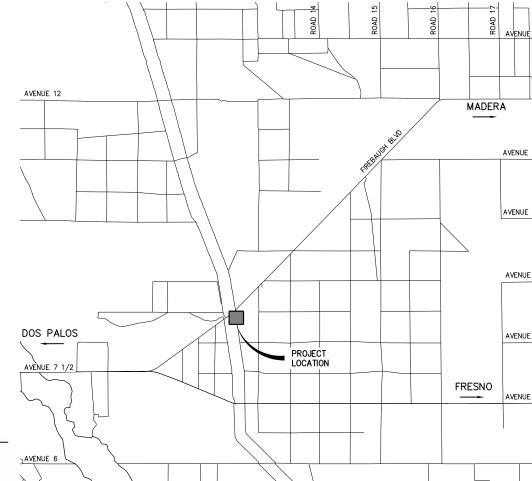




BRITZ, INC.

MADERA COUNTY, CA

ALISO RANCH ON-FARM CAPTURE AND



SITE MAP

GENERAL NOTES

LOWER SAN JOAQUIN LEVEE DISTRICT (209-387-4545) SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK ON OR NEAR EXISTING DISTRICT FACILITIES.

Attachment D

- 2. USED MATERIAL, REJECTS, MISFITS, OR SECONDS, ETC. ARE NOT ACCEPTABLE FOR USE ON LOWER SAN
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THESE PLANS, PROJECT SPECIFICATIONS AND LOWER SAN JOAQUIN LEVEE DISTRICT SPECIFICATIONS.
- CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING FACILITIES PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) AT 8-1-1. CONTRACTOR SHALL MAKE ENGINEER AWARE OF ANY DISCREPANCIES.
- 5. ALL CAST-IN-PLACE CONCRETE STRUCTURES SHALL BE FORMED INSIDE AND OUT AND CONCRETE VIBRATED SUFFICIENTLY TO PROVIDE FOR SMOOTH SURFACED WALLS/FLOORS WITHOUT VOIDS AND HONEYCOMBS.
- LOWER SAN JOAQUIN LEVEE DISTRICT SHALL INSPECT ALL WORK PHASES ON CONCRETE FACILITIES FOR CONFORMANCE TO LOWER SAN JOAQUIN LEVEE DISTRICT SPECIFICATIONS. REINFORCING SHALL NOT BE ENCASED IN CONCRETE WITHOUT PRIOR LOWER SAN JOAQUIN LEVEE DISTRICT INSPECTIONS. LIKEWISE, CONCRETE SHALL NOT BE COVERED WITH EARTH PRIOR TO LOWER SAN JOAQUIN LEVEE DISTRICT INSPECTION.
- CONCRETE DESIGN MIX SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. ALL CONCRETE SHALL HAVE A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI UNLESS OTHERWISE SPECIFIED.
- ALL STEEL PIPE AND FITTINGS SHALL BE FURNISHED WITH A SHOP APPLIED HIGH SOLIDS EPOXY COATING ON THE INTERIOR AND EXTERIOR, UNLESS OTHERWISE INDICATED. ALL OTHER EXPOSED STEEL SHALL BE PAINTED WITH A PRE-TREATMENT PRIMER, AN UNDERCOAT AND A FINAL COAT OF PAINT IN ACCORDANCE WITH LOWER
- ALL NUTS, BOLTS, AND WASHERS USED TO SECURE UNDERGROUND FITTINGS SHALL BE STAINLESS STEEL.
 AFTER INSTALLATION, ALL STEEL HARDWARE SHALL BE COATED WITH A RUST PREVENTATIVE, WRAPPED WITH 4
 MIL POLYETHYLENE SHEETING, AND SECURE WITH PVC TAPE.
- 10. THRUST RESTRAINTS TO BE PROVIDED AT ALL PIPELINE BENDS, WHETHER OR NOT SHOWN ON THE PLANS.
- 11. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE HEALTH AND SAFETY LAWS OF THE STATE OF CALIFORNIA AND CAL/OSHA STANDARDS.
- 12. BACKFILL EMBANKMENTS SHALL BE COMPACTED TO 90% RELATIVE COMPACTION PLACED IN 8" LIFTS PER ASTM D1557—91.
- 13. CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OF ALL PIPELINE CRACKS, WHICH DEVELOP DURING CONSTRUCTION OF IMPROVEMENTS AFFECTING EXISTING FACILITIES.
- 14. ALL EXCESS MATERIAL AND/OR DEBRIS SHALL BE REMOVED UPON COMPLETION OF INSTALLATION.
- 15. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DUST CONTROL AT ALL TIMES.

SUBMITTAL

ENGINE DE LINE.

DESIGN ENGINEER ICENSE NO: 65453 RAFTED BY: PAD CHECKED B' DATE: 6-29-2017

SHEET 1

JOB NO: 165715001 ROJECT NO: --PHASE: -ORIGINAL SCALE SHOWN IS ONE INCH. ADJUST SCALE FOR REDUCED OR ENLARGED PLANS

OF 11

SHEET NO. **GENERAL** NOTES AND LEGEND ALIGNMENT CONTROL PLAN

SHEET INDEX

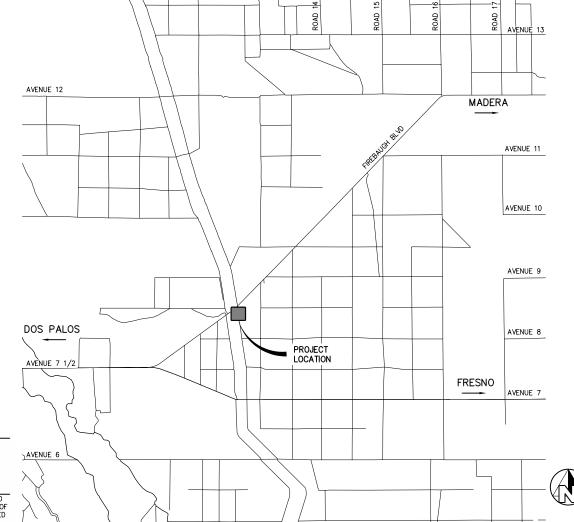
PROFILE BOX CULVERT EXISTING LEVEE

PLAN AND PROFILE

TEMPORARY DIVERSION GRADING WORK DETAILS

DETAILS DETAILS DETAILS

RECHARGE PROJECT



SPECIAL NOTE
WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON THE PLANS, THE LOCATIONS, DEPTH AND DIMENSIONS OF STRUCTURES ARE BELIEVED TO BE REASONABLY CORRECT, BUT ARE NOT GUARANTEED. SUCH STRUCTURES ARE SHOWN FOR THE INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL OF THE STRUCTURES WHICH MAY BE

PROJECT LOCATION

VICINITY MAP

AVENUE 7 1/2

SITE SAFETY AND PROTECTION NOTES

THE DUTY OF THE ENGINEER, OWNER OR ITS AGENTS TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE AND
THE UNDERTAKING OF INSPECTIONS OR THE GIVING OF INSTRUCTIONS AS AUTHORIZED HEREIN IS NOT INTENDED TO INCLUDE REVIEW OF
THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE AND SHALL NOT BE CONSTRUCTO
AS SUPERVISION OF THE ACTUAL CONSTRUCTION NOR MAKE THE ENGINEER, OWNER OR ITS AGENTS RESPONSIBLE FOR PROVIDING A
ALEE DILAGE FOR THE OPPROVIMENCE OF WORMER OF THE ACTUAL CONSTRUCTION FOR THE OPPROVIMENCE OF WORMER OF THE OPPROVIMENCE OF THE OPPROVIMENCE OF WORMER OF THE OPPROVIMENCE OF WORMER OF THE OPPROVIMENCE O SAFE PLACE FOR THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUBCONTRACTORS, OR SUPPLIERS, OR FOR ACCESS, VISITS, USE,

THE CONTRACTOR SHALL HAVE AT THE WORK SITE, COPIES OR SUITABLE EXTRACTS OF CONSTRUCTION SAFETY ORDERS, ISSUED BY CAL-OSHA CONTRACTOR SHALL COMPLY WITH PROVISIONS OF THESE AND ALL OTHER APPLICABLE LAWS, ORDINANCES AND REGULATIONS. THE CONTRACTOR MUST COMPLY WITH PROVISIONS OF THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION, PROMULCATED BY THE SECRETARY OF LABOR UNDER SECTION 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS SET FORTH IN TITLE 29 C.F.R.

TO PROTECT THE LIVES AND HEALTH OF CONTRACTOR'S EMPLOYEES UNDER THE CONTRACT, THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., AND SHALL MAINTAIN AN ACCURATE RECORD OF ALL CASES OF DEATH, OCCUPATIONAL DISEASE, AND INJURY REQUIRING MEDICAL ATTENTION OR CAUSING LOSS OF TIME FROM WORK, ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT

THE CONTRACTOR ALONE SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF CONTRACTOR'S FACILITIES, APPLIANCES, AND METHODS AND FOR ANY DAMAGE, WHICH MAY RESULT FROM THEIR FAILURE OR THEIR IMPROPER CONSTRUCTION, MAINTENANCE OR OPERATION.

THE CONTRACTOR AGREES THAT IT SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, PROVOST & PRITCHARD CONSULTING GROUP, AND THEIR RESPECTIVE AGENTS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF OWNER, ENGINEER, OR THEIR RESPECTIVE AGENTS.

THE OWNER AND ITS ACENTS' SITE RESPONSIBILITIES ARE LIMITED SOLELY TO THE ACTIVITIES OF THEIR EMPLOYEES ON SITE. THESE THE OWNER AND ITS AGENTS SHE RESPONSIBILITIES ARE LIMITED SOLECT TO THE ACTIVITIES OF THEIR EMPLOYEES ON SHE. THESE
RESPONSIBILITIES SHALL NOT BE INFERRED BY ANY PARTY TO MEAN THAT THE OWNER OR ITS AGENTS HAVE RESPONSIBILITY FOR SITE
SAFETY. SAFETY IN, ON, OR ABOUT THE SITE IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR ALONE. THE
CONTRACTOR'S METHODS OF WORK PEFFORMANCE, SUPPERINTENDENCE AND THE CONTRACTOR'S EMPLOYEES, AND SEQUENCING OF
CONSTRUCTION ARE ALSO THE SOLE AND EXCLUSIVE RESPONSIBILITIES OF THE CONTRACTOR ALONE.

TOPOGRAPHY SHOWN HEREON WAS COLLECTED BY PROVOST AND PRITCHARD CONSULTING DURING A FIELD SURVEY CONDUCTED IN

BOUNDARY NOTE

THE BOUNDARY/EASEMENT INFORMATION SHOWN ON THESE PLANS IS BASED UPON RECORD INFORMATION TIED TO PHYSICAL MONUMENTS, AND WAS PREPARED UNDER THE DIRECTION OF MARTIN D. HARTWIG, PLS 6612.

SURVEYOR SURVEYOR NAME: F. WILLIAMSON

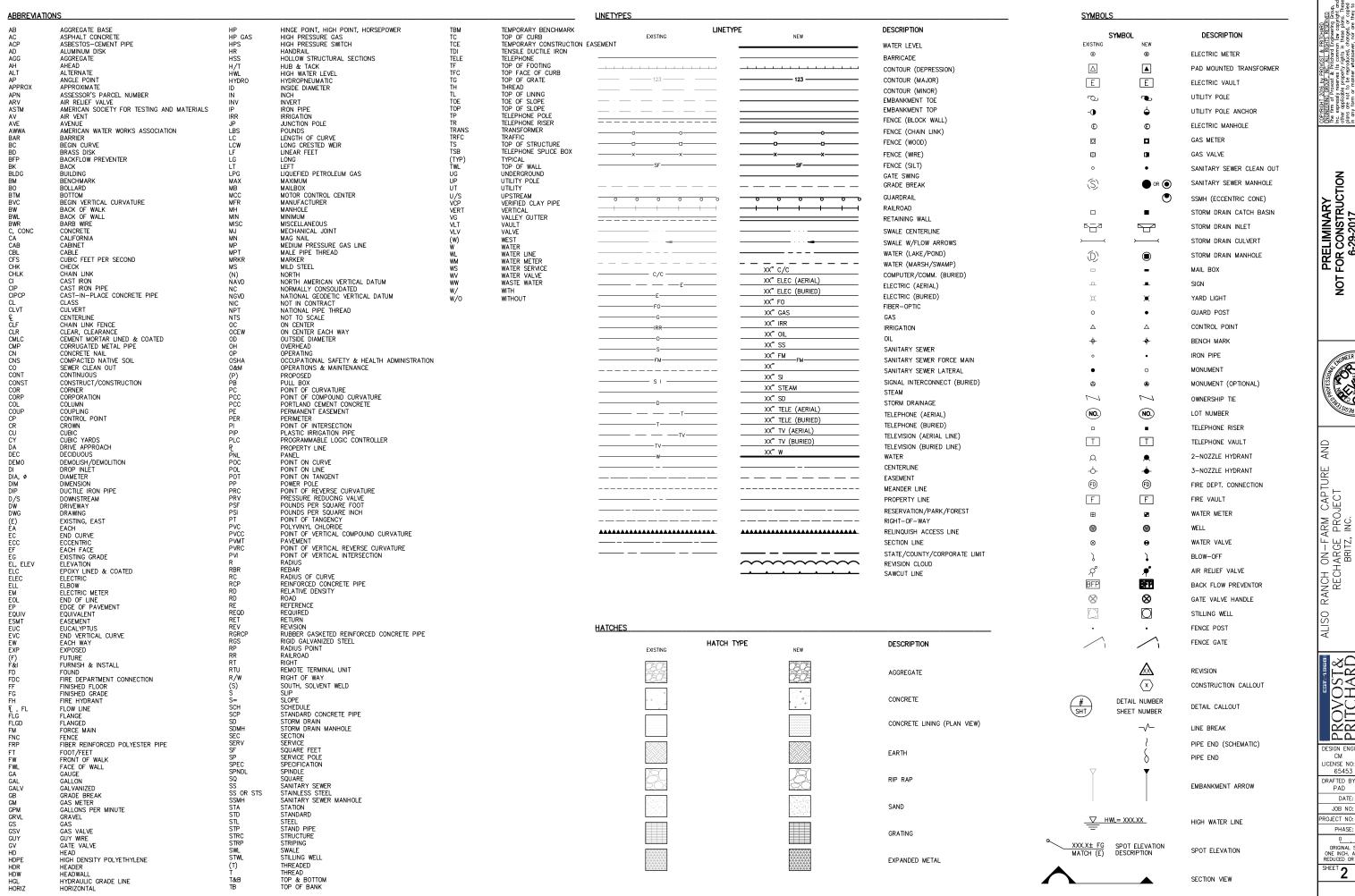
DATE OF SURVEY: 2015-11-24

BENCHMARKS

#1 A FOUND ¾" IRON PIPE WITH PLASTIC CAP MARKED "LS 4546" DOWN .1' IN LEVEE TOP TURN OUT ELEVATION = 168.39' NAVD88 DATUM

APPROVALS LOWER SAN JOAQUIN LEVEE DISTRICT DATE --APPROVAL 2--DATE

Attachment D



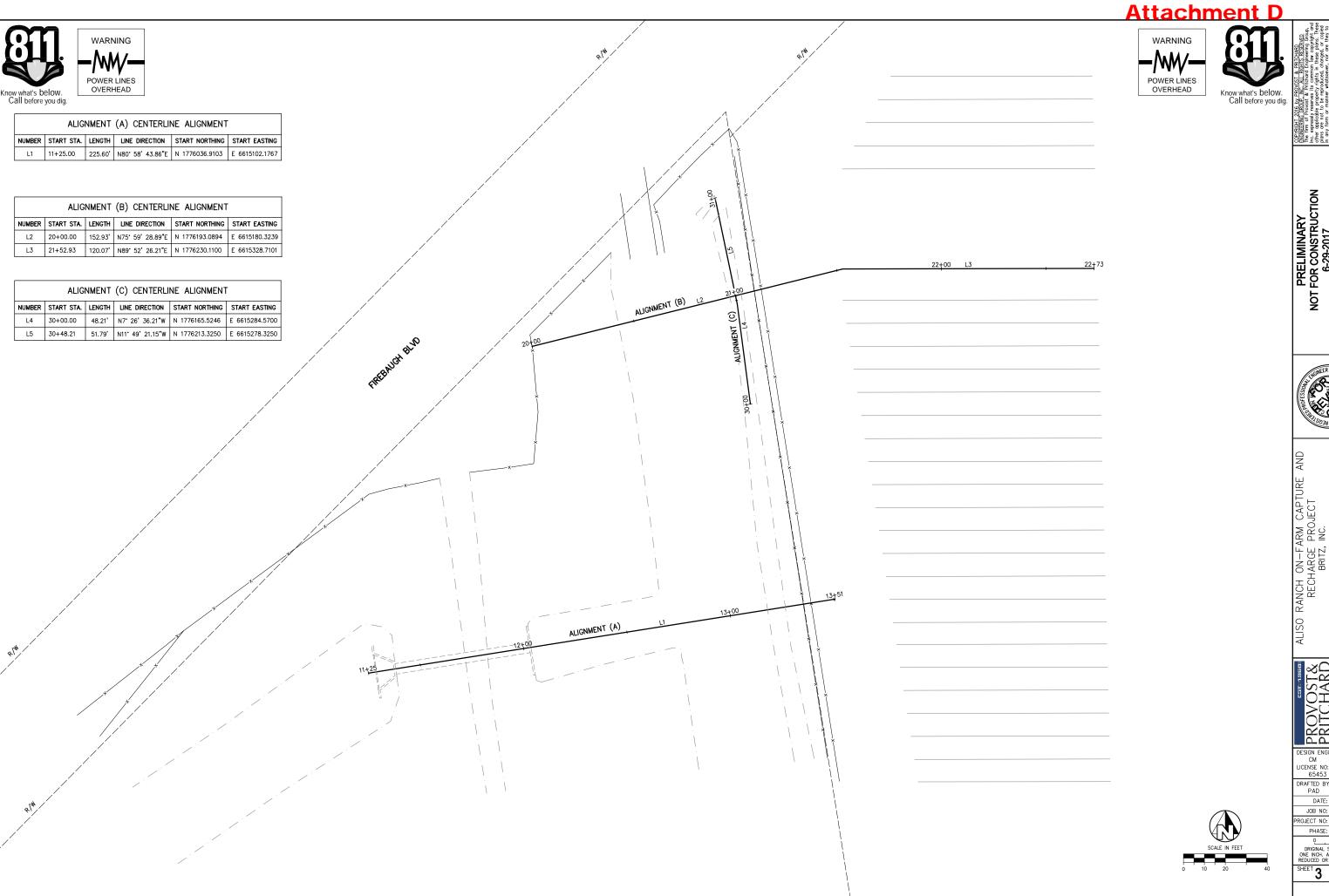
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SUBMITTAL

ESIGN ENGINEER ICENSE NO: 65453 PAD PAD CHECKED B' DATE: 6-29-2017

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ORIGINAL SCALE SHOWN IS ONE INCH. ADJUST SCALE FO REDUCED OR ENLARGED PLAN



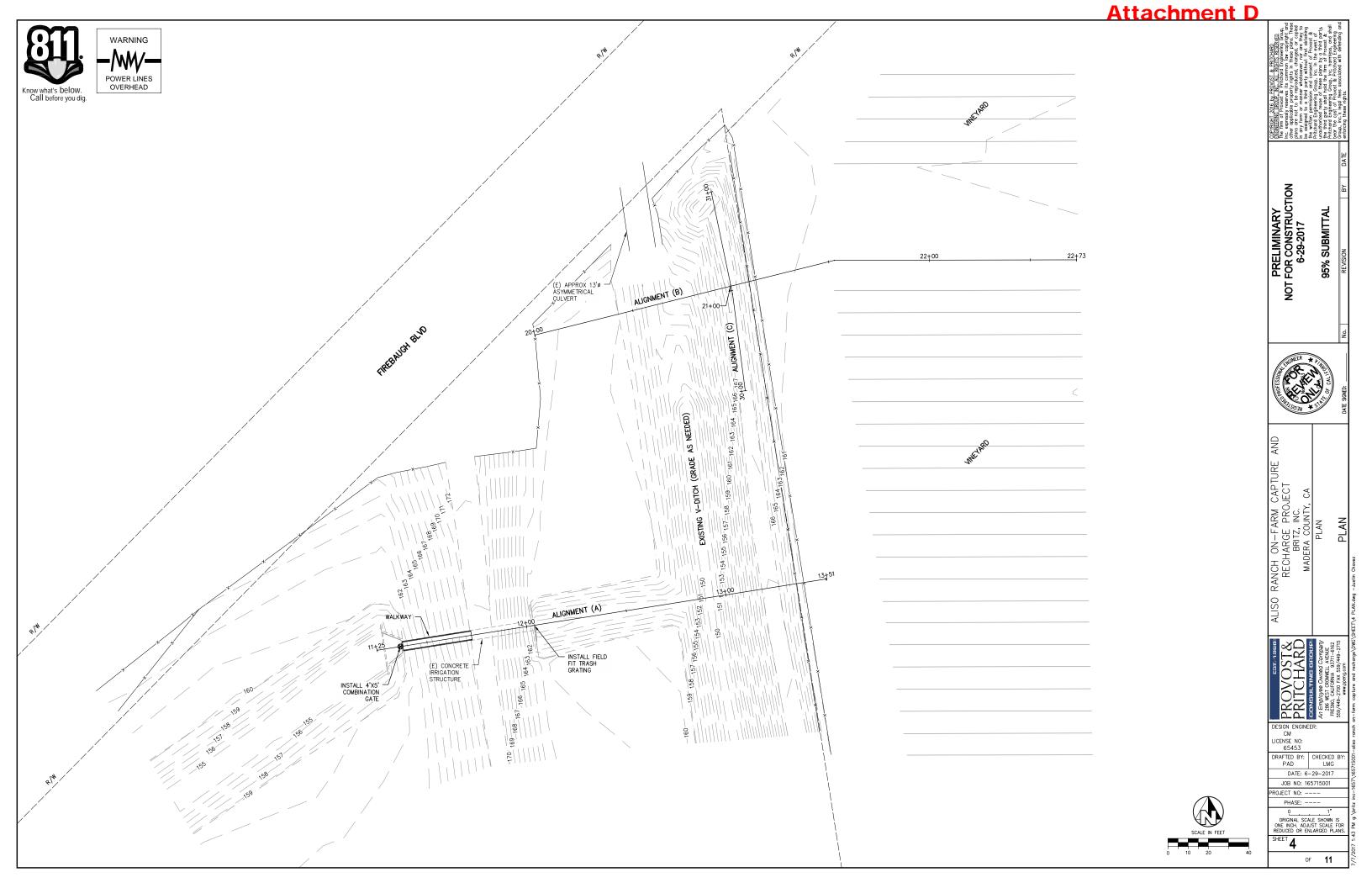


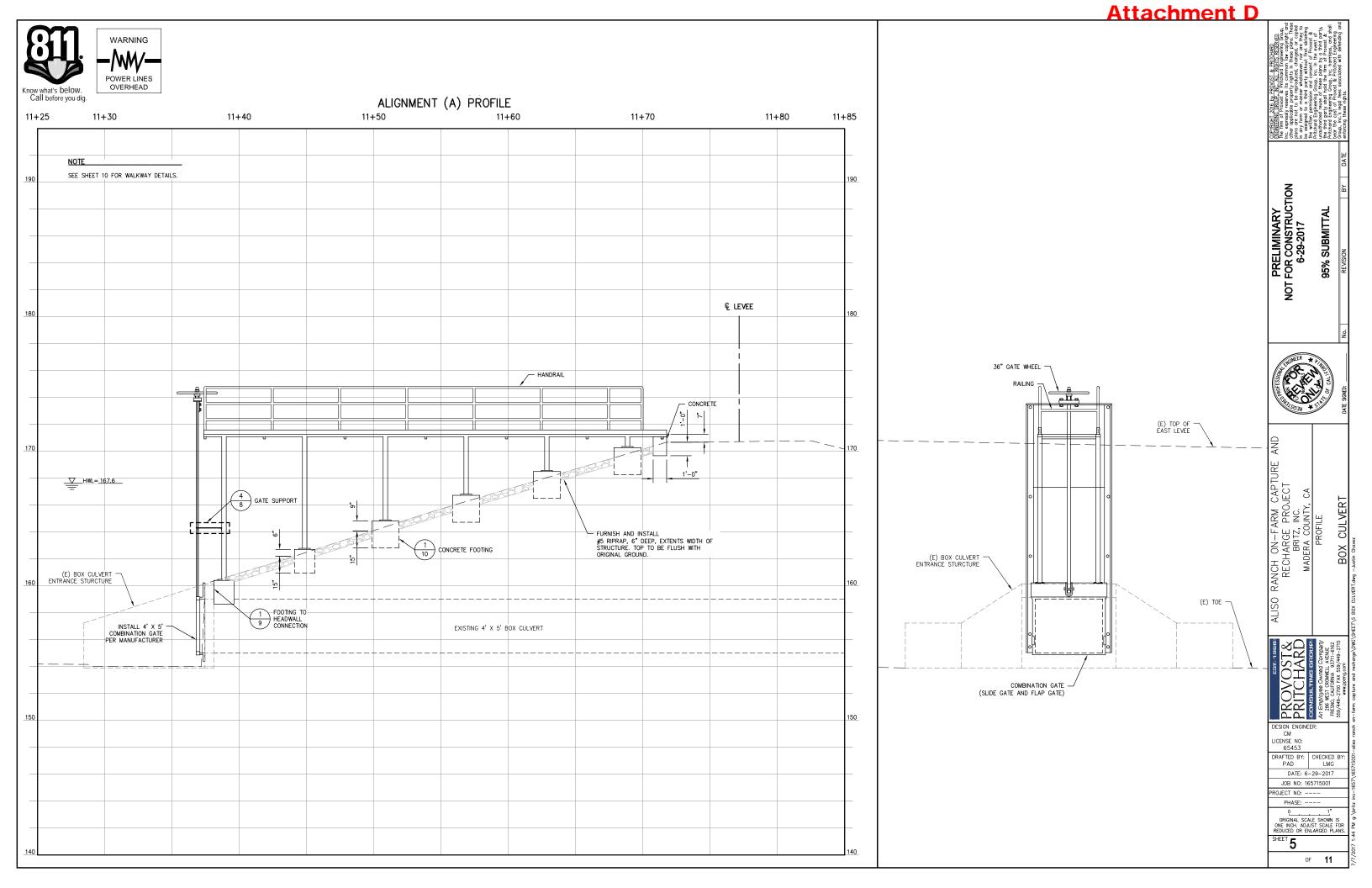
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DATE: 6-29-2017

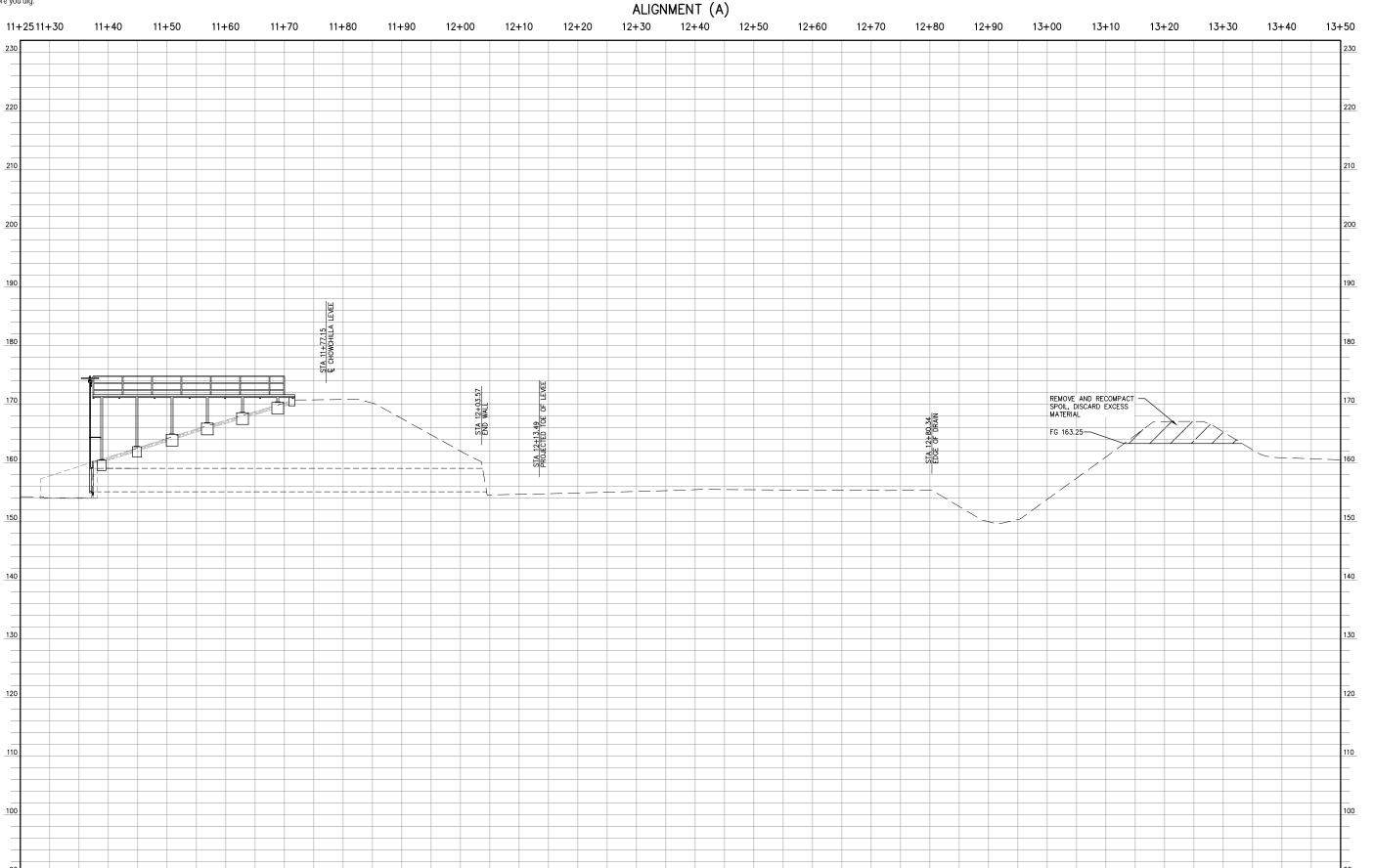
JOB NO: 165715001 ROJECT NO: ----PHASE: ---





Attachment D





95% SUBMITTAL



ALISO RANCH ON—FARM CAPTURE AND
RECHARGE PROJECT
BRITZ, INC.
MADERA COUNTY, CA
PROFILE

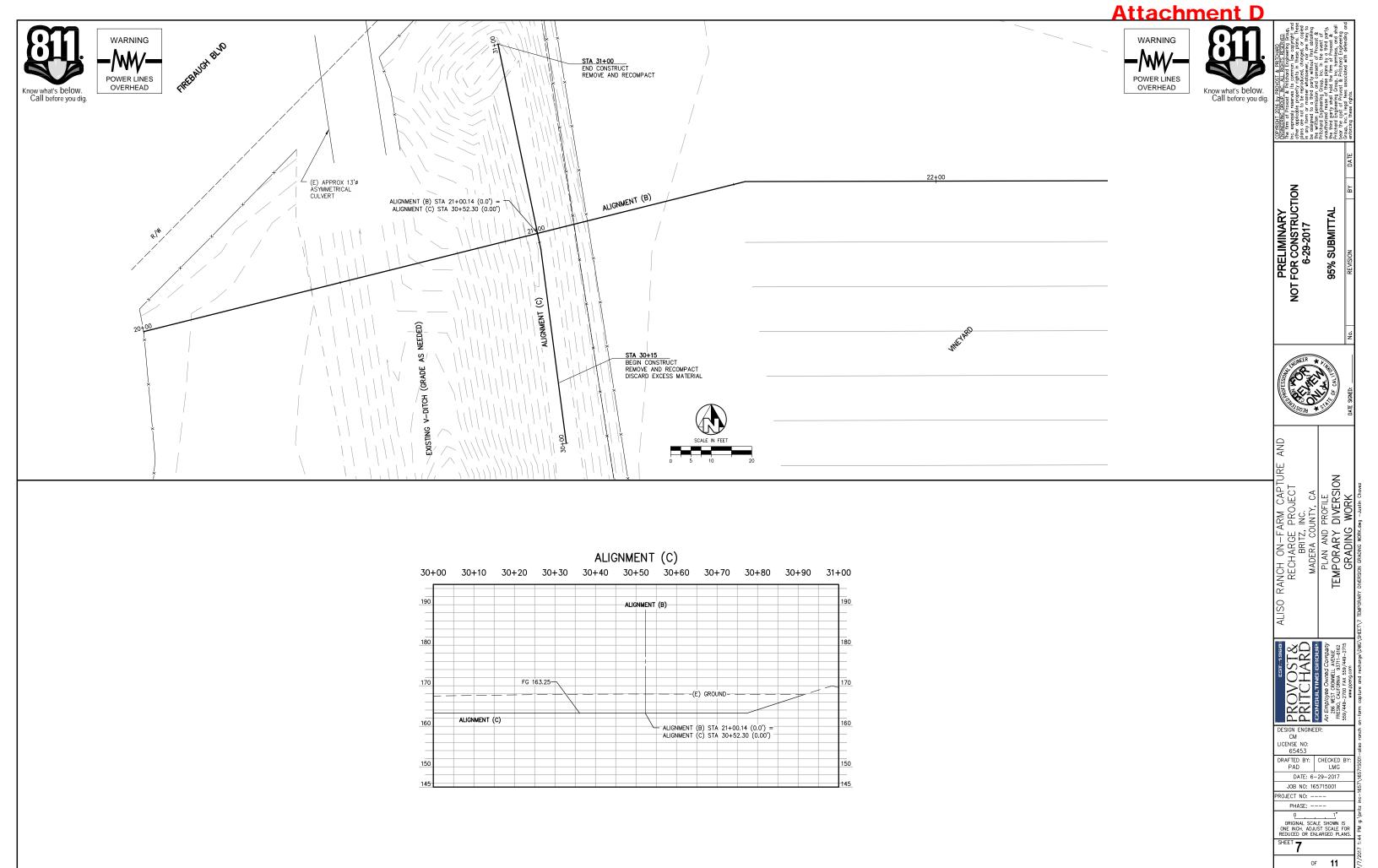
DESIGN ENGINEER: CM LICENSE NO: 65453

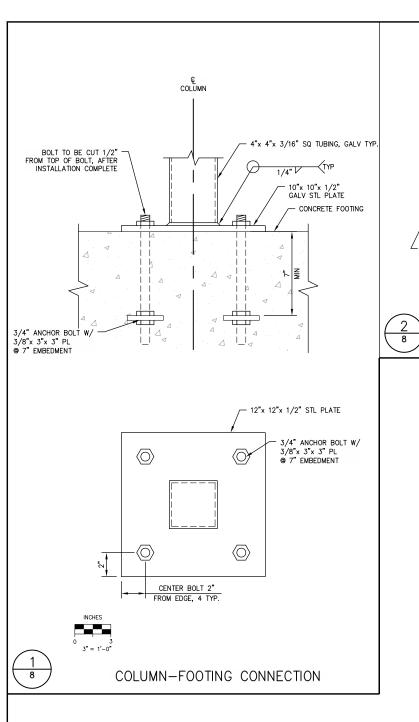
DRAFTED BY: CHECKED BY: PAD LMG

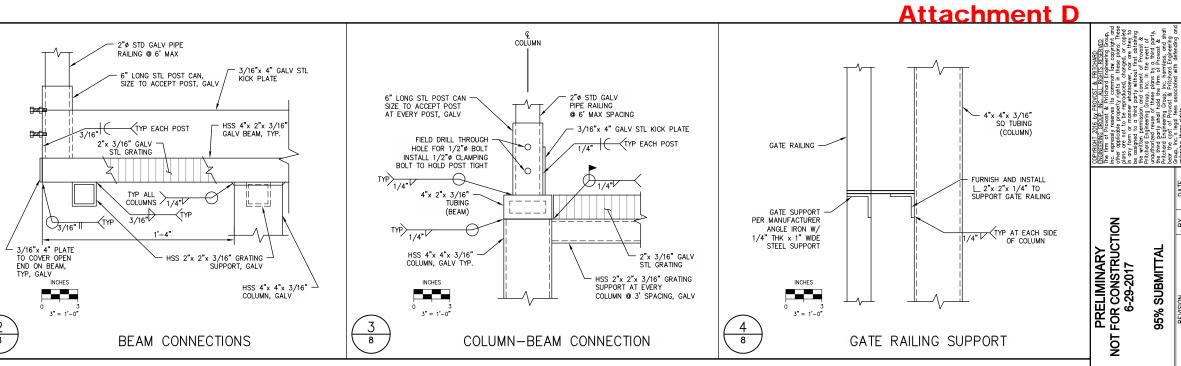
DATE: 6-29-2017 JOB NO: 165715001

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ORIGINAL SCALE SHOWN IS
ONE INCH. ADJUST SCALE FOR
REDUCED OR ENLARGED PLANS SHEET 6









95% SUBMITTAL

O RANCH ON-FARM CAPTURE AND
RECHARGE PROJECT
BRITZ, INC.
MADERA COUNTY, CA
DETAILS

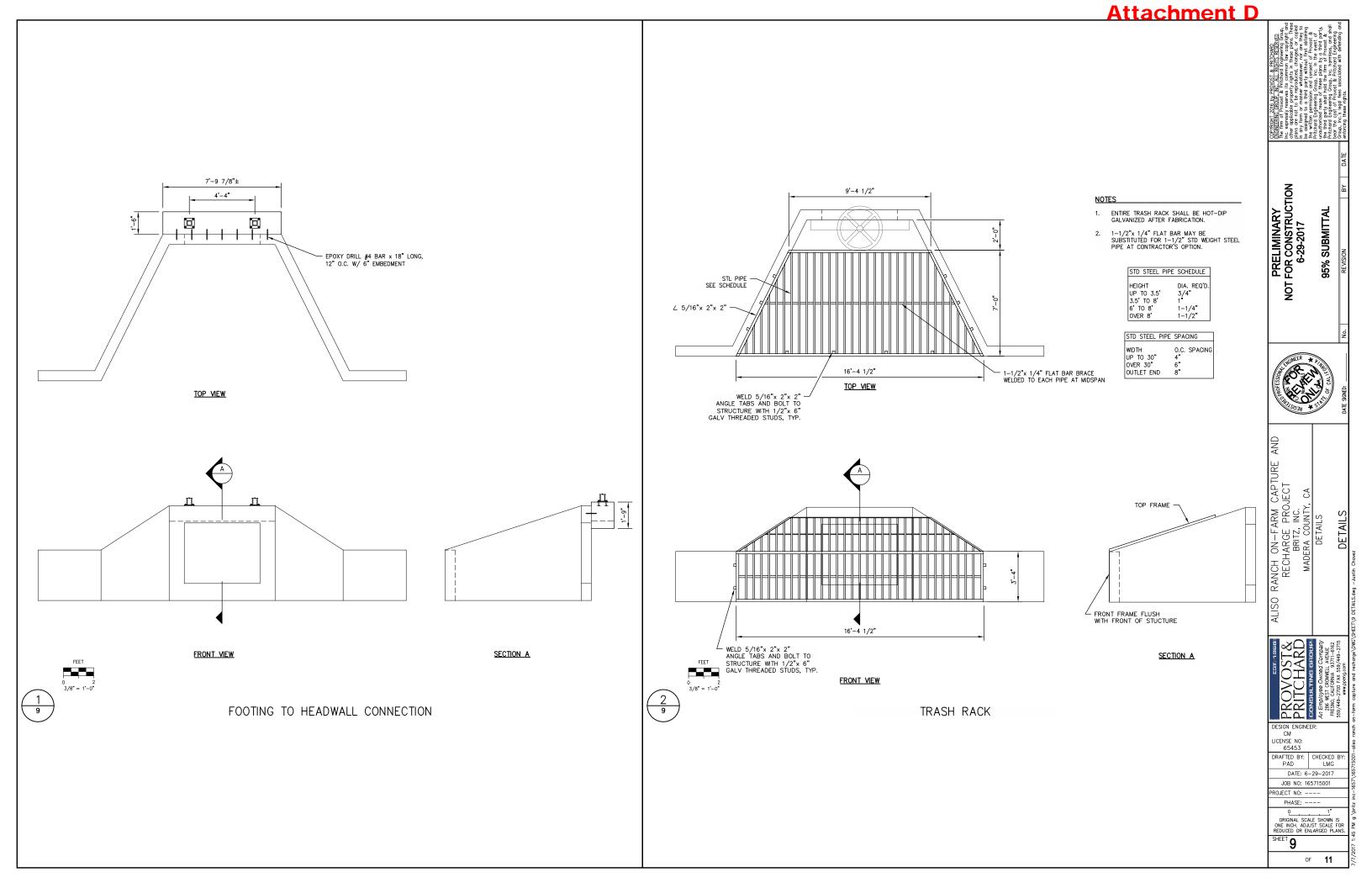
DESIGN ENGINEER: CM LICENSE NO:

DRAFTED BY: CHECKED BY: PAD LMG DATE: 6-29-2017

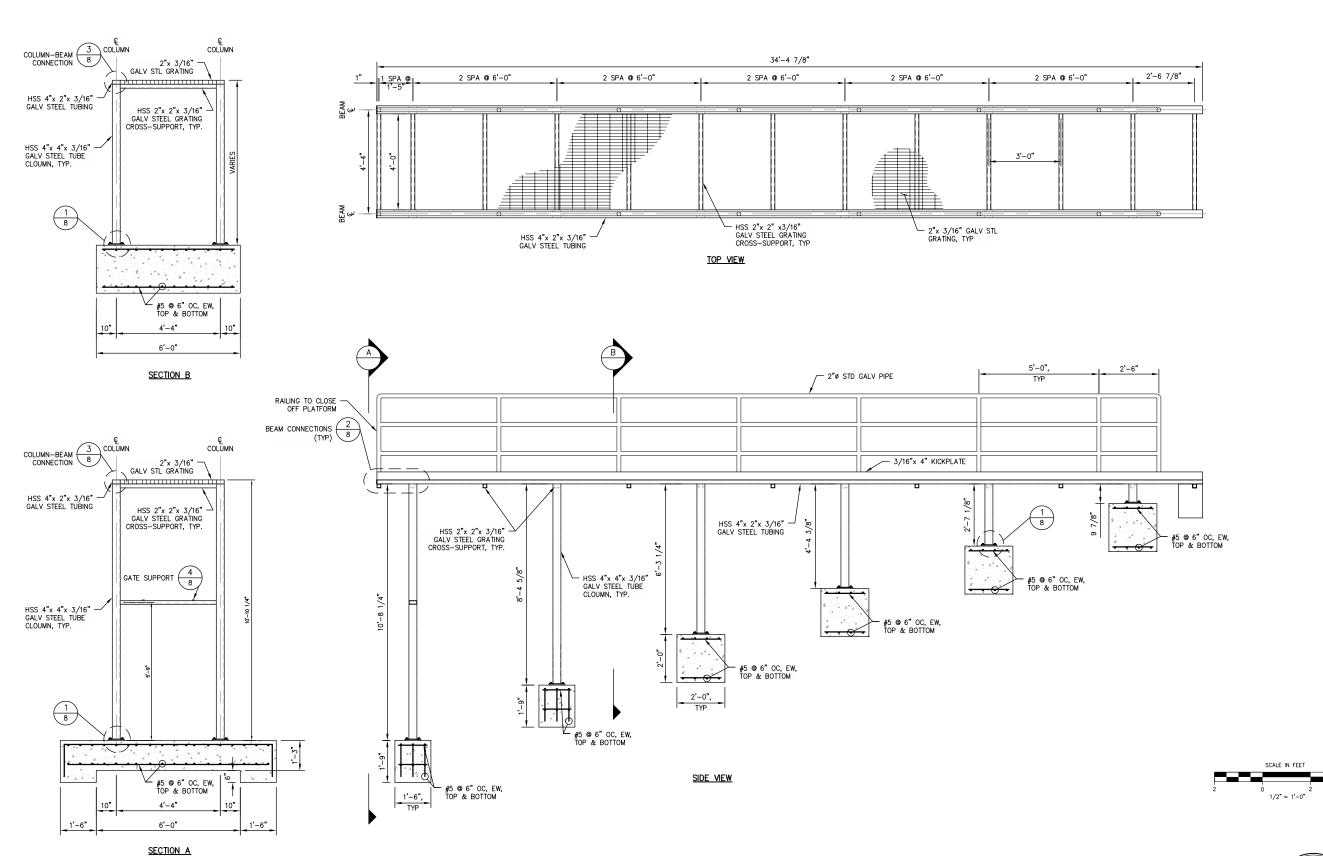
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ORIGINAL SCALE SHOWN IS ONE INCH. ADJUST SCALE FOR REDUCED OR ENLARGED PLANS SHEET 8



Attachment D





PRELIMINARY
NOT FOR CONSTRUCTION
6-29-2017

95% SUBMITTAL

ALISO RANCH ON—FARM CAPTURE AND
RECHARGE PROJECT
BRITZ, INC.
MADERA COUNTY, CA
DETAILS

DESIGN ENGINEER: CM LICENSE NO: 65453

DRAFTED BY: CHECKED BY
PAD LMG DATE: 6-29-2017

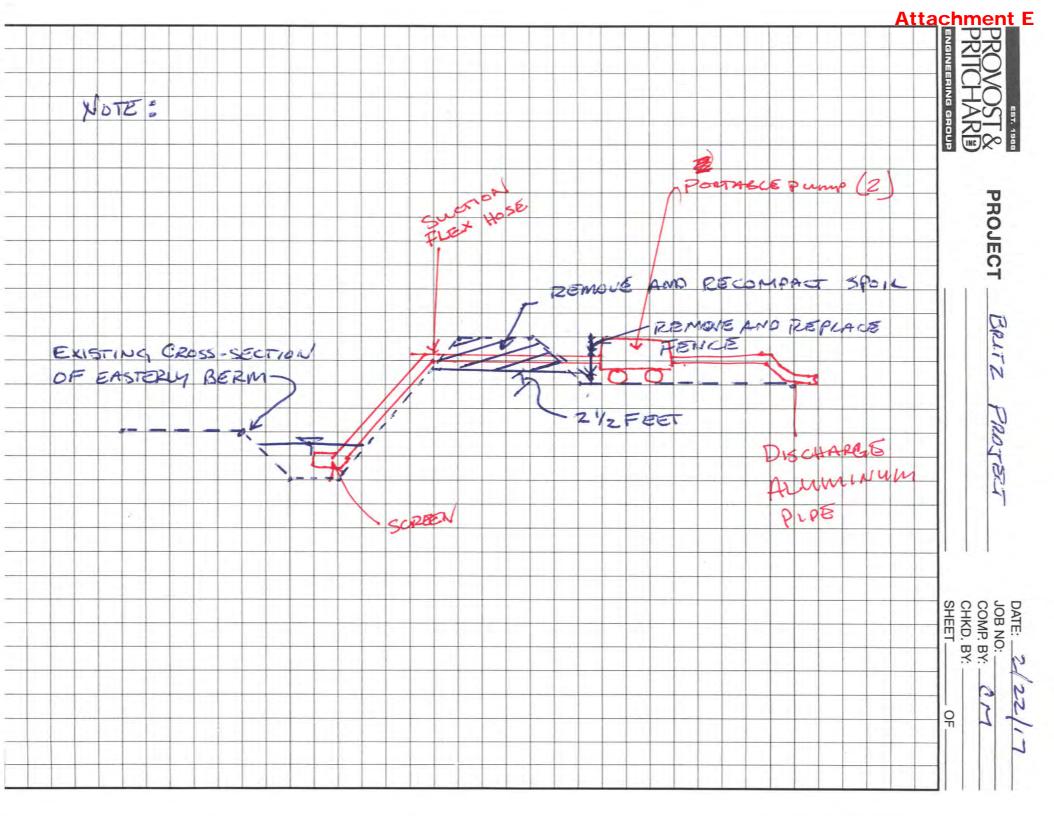
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OF **11**

ORIGINAL SCALE SHOWN IS ONE INCH. ADJUST SCALE FOR REDUCED OR ENLARGED PLANS SHEET 10

DATE SIGNED:



Attachment E



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ENGINEERIN	G GRO	UP

PROJECT APPLICATION NO. T2016061 Hydraume BLOCKAGE CALC.

A	lacillient F
DATE:	6/6/2016
JOB NO: _	1657-15-001
COMP. BY:	CM
CHKD. BY:	
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PROJECT APPLICATION NO. T2016061 HUDRAULIC BLOCKAGE PALC

Attachment	F
DATE 6/6/2011	
JOB NO: 1657-15-00/	_
COMP. BY:	

ENGINEERING GROUP		SH	ETZ	OF_Z_
(A) C= 14	,8, W= 0,3=			
A-R-	24 = 4 x 0.33 =	1,32 ft²		
	168' W=	0,33'		
	pen = 2' x p. 38' =	9.46 Ct2 TO	TAL (1-5)= 9.6 ft2
(a) A	D (6" X 18") 144股	0.75 H²		
G	B) 9" × 18" = 144点	1.125 962		
	9" × 18" = 144 (HZ	1.125 fb2 TOTAL (6)	_ 3.p	L ⁷²
AREA OF C	44NHO D= 168 H	W= 5780 ft		

19# AREA = 14# × 580 86 = 8,120 ft² 0/6 BLOCKAGE

(9.6 ft² + 3.ft²) = [0.16 %]

0.16% < 1.0% . NO HYDRALIC ANALYSIS NEEDED

Attachment G

Project: Permit No. 19109, DLM Partners

Chowchilla Bypass

BOARD Parcel No.: 3368A

State of California California Natural Resources Agency CENTRAL VALLEY FLOOD PROTECTION BOARD

LICENSE

The SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through the Central Valley Flood Protection Board of the state of California, hereinafter referred to as BOARD, licenses revocable, nonexclusive use of BOARD property, hereinafter referred to as PREMISES, at the location and under conditions set forth in Sections 1, 2, and 3 of this License.

1, 2, and 3 of this License.		
	SECTION 1	
LICENSEE: DLM Partners		
LICENSEE ADDRESS AND PHONE:	DLM Partners PO Box 9050 Fresno, CA 93790 Attn: Martin Britz (559) 448-8000	
BOARD ADDRESS:	Central Valley Flood Protection Board Operations Branch, Permitting Section 3310 El Camino Avenue, Suite 170 Sacramento, California 95821	
LOCATION:	Chowchilla Canal Bypass Unit 17 Levee Mile 8.4, California (Firebaugh Blvd. Bridge) See Exhibit A attached to this license.	
Bridge for use of the property as author horizontal walkway and a combination (wchilla Canal Bypass Levee Unit 17 Levee Mile 8.4 via the Firebaugh Blvd. rized by BOARD Encroachment Permit No. 19109 to install an elevated gate on the existing 4-feet by 5-feet box culvert structure and subsequently for project. The PREMISES is located at Levee Mile 8.4, east of the City of	
IMPROVEMENTS LICENSED FOR US	SE: Chowchilla Canal Bypass Levee Unit 17 Levee Mile 8.4	
TERM: Five (5) years or	the BOARD Permit No. 19109 is inactive or change in ownership.	
LICENSE FEE: Five Hundred Dollars (\$500) annually		
INSURANCE REQUIRED: X	yes no	
CONSENT OF TENANT REQUIRED: yesX no		

License DWR 31 (Rev. 03/09)

BOARD Parcel No: 3368A

Page No. 1 of 5

SECTION 2 SPECIAL CONDITIONS

- 1. LICENSEE shall provide a seven (7) day advance notification prior to accessing BOARD's right of way. Please contact the BOARD's Operations Branch, Permitting Section at (916) 574-0609.
- 2. BOARD's ongoing operations and maintenance activities shall not be disrupted during construction accessing. Access to the PREMISES shall remain open for duration of construction.
- 3. This License shall expire 5 years after final execution or when there is a change in ownership and/or maintenance responsibility of the work authorized under BOARD Permit No. 19109, unless LICENSEE or successor notifies BOARD in writing, within 90 days of expiration or change in ownership that it wishes to renew the License. Terms and conditions of the renewed license may be subject to negotiations prior to renewal.
- 4. The subsequent and long-term operations and maintenance of the DLM Partners Project following construction will require continued use of the PREMISES.
- 5. LICENSEE shall comply with all conditions set forth in BOARD Permit No. 19109. This License satisfies Special Condition No. THIRTEEN.
- 6. LICENSEE agrees to operate the encroachment in a manner that will not interfere with the BOARD's right to use the property or access roads at any time and in any matter reasonably necessary for the purposes of flood management or flood fighting.
- 7. LICENSEE agrees to restore the project area to at least the same condition that existed prior to operation of the encroachment and replace any damaged structures or facilities including but not limited to fences and gates.

BOARD Parcel No: <u>3368A</u> Page No. <u>2 of 5</u>

SECTION 3

1. USE OF PREMISES: <u>LICENSED USE</u> is to be strictly construed. LICENSEE shall not use or cause to be used any part of the PREMISES for any purpose or purposes other than the use hereinabove specified. This License is revocable permission, grants no interest in real property to LICENSEE for the use herein licensed, and BOARD does not warrant that the land is capable of being used for the licensed use. This License and the uses licensed hereunder are not assignable.

LICENSEE shall exercise reasonable care that no damage shall occur to the PREMISES and shall not do or cause to be done any act or thing to be done upon the PREMISES which is a nuisance or which may disturb the quiet enjoyment by BOARD or interfere with the operations of BOARD or any tenant of property.

BOARD makes no warranty or representation as to its title to the area covered by this License. Licensed uses shall be subordinate to all existing easements, covenants, servitudes, licenses and rights of way for canals, ditches, levees, roads, highways, telegraph, telephone and electric power lines, railroads, pipeline and other purposes whether recorded or not and rights of others under any existing oil, gas, mineral lease or other leases or uses affecting the PREMISES or any portion thereof, whether recorded or not.

- 2. **COMPLIANCE WITH LAW:** LICENSEE shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the national, state, county or municipal government which may in any way apply to the use, maintenance or occupation of or operations on the PREMISES by LICENSEE hereunder.
- 3. **INDEMNIFICATION:** This License is made upon the express condition that the State of California is to be held harmless from all liability and claims for damages by reason of any injury to any person or persons, including LICENSEE, or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the PREMISES during the term of this License or any occupancy hereunder, except those arising out of the sole negligence of BOARD; provided, however that LICENSEE shall have no liability for acts or omissions of third parties that are unrelated to LICENSEE or its activities undertaken pursuant to this License. LICENSEE agrees to defend, indemnify and save harmless the BOARD of California, its officers, employees, contractors and agents from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring; provided, however that LICENSEE shall have no liability for acts or omissions of third parties that are unrelated to LICENSEE or its activities undertaken pursuant to this License.
- 4. DAMAGE: In the exercise of the rights herein granted, LICENSEE is responsible for any damage, destruction, or loss caused by LICENSEE or its agents to the PREMISES or facilities of BOARD, its water contractors, lessees, LICENSEEs, permittees or other members of the public. LICENSEE shall indemnify and save harmless BOARD for all such damage, destruction, or loss, or at the option of BOARD, LICENSEE shall repair or replace said property to the satisfaction of BOARD.
- 5. **FUTURE MOVING OF INSTALLATION:** LICENSEE shall at the LICENSEE's sole cost and expense, remove, alter, relocate or reconstruct all or any part of the work herein approved immediately upon the order of BOARD to do so, and in the manner prescribed thereby, should said work or any portion thereof not conform to the provisions of this order, or should said work or any portion thereof be injurious to or damage any works necessary to any plan of BOARD or the Legislature, or should it interfere with the successful execution, functioning or operation of any such plan of flood control, or should such removal, alteration, relocation or reconstruction be necessary under or in conjunction with any present or future flood control plans for the area in which the work herein approved is to be accomplished, and in case applicant delays acting upon any such order of BOARD, BOARD may proceed to perform the required work, and the cost thereof shall be paid by LICENSEE.
- **6. MAINTENANCE:** LICENSEE shall properly maintain any encroachment placed by LICENSEE on BOARD's property.
- 7. **INSURANCE:** If required by Section 1, LICENSEE shall furnish to BOARD a Certificate of Insurance at the time the License is signed, stating that there is liability insurance presently in effect for LICENSEE with bodily injury and property damage limits of not less than \$1,000,000 per occurrence. The certificate of

License DWR 31 (Rev. 03/09) BOARD Parcel No: 3368A

insurance will provide:

- a. That the insurer will not cancel the insured's coverage without thirty (30) days' prior written notice to BOARD.
- That BOARD, its officers, agents, employees and servants are included as additional named b. insureds, but only insofar as the operations under this License are concerned.
- c. That BOARD will not be responsible for any premiums or assessments on the policy.
- That PREMISES included in this License is covered by the policy. d.

LICENSEE agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this License. In the event said insurance coverage expires at any time or times during the term of this License, LICENSEE agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the License, or for a period of not less than one (1) year. In the event LICENSEE fails to keep insurance coverage in effect at all times as herein provided. BOARD may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event.

- HAZARDOUS MATERIALS: LICENSEE shall not possess, use or dispose of any hazardous materials or 8. waste on BOARD's property, or cause to be possessed, used or disposed, without the express written consent of BOARD.
- 9. TERMINATION: Either party herein reserves the right to terminate this License upon providing written notice to the other party. This License is revocable by BOARD without cause or fault.
- 10. VACATION: LICENSEE agrees to vacate PREMISES within twenty-four (24) hours in the event of emergency as determined by BOARD.
- TERMINATION AND RESTORATION OF THE PREMISES: Termination of this License in any manner as 11. to all or any part of the PREMISES, shall not relieve LICENSEE from any obligation or liability theretofore accrued hereunder, nor prejudice, or in any way affect the right of BOARD to enforce any right or remedy it may have had before such termination. Upon any such termination, LICENSEE shall within fourteen (14) days remove all of LICENSEE's improvements and personal property from the PREMISES and restore them to a condition satisfactory to BOARD to the extent such condition was altered or affected by LICENSEE. At its option, BOARD may remove the same and restore the PREMISES, and LICENSEE agrees to reimburse BOARD for the cost thereof upon demand to the extent such condition was altered or affected by LICENSEE.
- 12. DEFAULT, ENFORCEMENT OR BREACH COSTS: LICENSEE shall pay, upon demand, all costs and expenses (including attorney's fees in a reasonable amount) incurred by BOARD to enforce any of the covenants, conditions and provisions of this License, or to dispossess LICENSEE, irrespective of whether or not court action shall be brought.
- 13. NOTIFICATION: Any notice or demand by either party to the other in connection with this License shall be deemed to be fully given or made when written and deposited in a sealed envelope in the United States mail, registered or certified and postage prepaid, and addressed to the party to whom given at the address specified in Section 1. Either party may change its address by giving the other party written notice of its new address as herein provided. BOARD may give notice by phone to LICENSEE in emergency situations which may require LICENSEE to vacate PREMISES within twenty-four (24) hours.

License DWR 31 (Rev. 03/09) **BOARD Parcel No: 3368A** Page No. 4 of 5

Attachment G

LICENSEE's Name and Address:	APPROVAL RECOMMENDED:
DLM Partners PO Box 9050 Fresno, CA 93790 (559) 448-8000	Thomas M. O'Neil, Senior Land Agent Date
Martin Britz, DLM Representative	APPROVED: SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through the Central Valley Flood Protection Board of the State of California
Date:	Angelica Aguilar, Chief Property Management and Encroachment Permit
	Section Date:
	Approved as to Legal Form and sufficiency for The Central Valley Flood Protection Board
	Karin Shine, Staff Counsel
	Date:

BOARD Parcel No: <u>3368A</u> Page No. <u>5 of 5</u>

