you to make sure that all the information that you guys have is accurate in a timely manner and you have all the fact[s] behind what, how that's going to impact, not only my shop but the Sheriff's shop and everybody else. . . . And I obviously don't have the tools right now as your fire chief in order to mitigate a significant event at that casino."

8. The County Counsel warned the Board that his office had not yet reviewed the Agreement. Nor had the County's Risk Manager reviewed it. Shasta County Contracts Manual, Administrative Policy 6-101 (Contracts Manual or Policy), requires non-standard contracts, such as the proposed Agreement, to be reviewed and approved as to form by the County Counsel and reviewed and approved by the County's Risk Manager.

9. Undeterred, the Board purported to vote to waive the Policy's requirements, without first taking any formal action to amend the Policy to authorize such a waiver. It then voted to approve the Agreement, as amended to remove the requirement that it "be approved as to form by the County Counsel."

10. The Agreement is illegal. For example, the Board ignored its own procedures for approving contracts. The Board also made its decision based on no evidence, recklessly committing the County to a 30-year term. The financial terms of the Agreement are egregious and constitute waste of public funds. In short, the Board failed to comply with its legal duties and prompt judicial intervention is needed to protect the County.

THE PARTIES

11. Petitioner seeks to promote responsible government and advance the interests of its members. Petitioner's members include residents of the County who have either: (i) been assessed and are liable for a tax that funds the County; or (ii) within one year before the commencement of this action, paid a tax that funds the County. Petitioner's members are concerned with the negative impacts to the County and its residents that will result from the Board's unlawful approval of the Agreement. Accordingly, Petitioner has a beneficial interest in the issuance of a writ within the meaning of Code of Civil Procedure section 1086.

12. Respondent County is a political subdivision of the State of California. Respondent Board is the local governing body for the County.

JURISDICTION AND VENUE

13. This Court has jurisdiction over the subject matter of this action under Code of Civil Procedure, sections 526a and 1085.

14. Venue is proper in this Court because this action involves a challenge to the Board's unlawful approval of the Agreement. (Code Civ. Prov. § 394, subd. (a).)

15. The Board approved the Agreement on July 25, 2023. That decision is final and the underlying administrative process is complete. Accordingly, any exhaustion requirement has been met or is excused due to futility.

THE LAW: COUNTY CONTRACTS MANUAL AND PROHIBITION AGAINST WASTE

A. Shasta County Contracts Manual, Policy 6-101.

16. The Contracts Manual establishes policies and procedures for the County to enter into agreements or contracts. The Board formally adopted the Contracts Manual as Policy No. 6-101. The Contracts Manual has been amended by the Board on numerous occasions via Policy Resolutions.

17. Section 1.3 of the Contracts Manual "describes the responsibilities and procedures that apply generally to contracts," including the "responsibility for obtaining the best terms" for the County (§ 1.3.4), and the requirement that all County contracts be reviewed and approved by the County Counsel and the County's Risk Manager (§ 1.3.3). Section 1.3.3 of the Contracts Manual provides, in relevant part, that:

> With the exception of certain pre-approved standard contracts and other specified low-risk contracts identified in this Manual (see e.g., Section 5.6), all contracts must be reviewed and signed for approval as to form by County Counsel.
>
> [¶]
>
> The Risk Manager . . . must approve and sign all County contracts except those standard format contracts which department heads or the CEO can independently sign.

18. The Contracts Manual does not permit the Board to waive compliance with these requirements.

B. Taxpayer Actions under Section 526a.

19. Code of Civil Procedure, section 526a permits a taxpayer to bring an action to restrain or prevent an "illegal" or "wasteful" expenditure of public money. "No showing of special damage to a particular taxpayer is required as a requisite for bringing a taxpayer suit." (*Connerly v. State Personnel Bd*. (2001) 92 Cal.App.4th 16, 29.) California courts recognize the importance of taxpayer suits to ensure government accountability: "'[T]he individual citizen must be able to take the initiative through taxpayers' suits to keep government accountable on the state as well as on the local level." (*Vasquez v. Cal.* (2003) 105 Cal.App.4th 849, 854.)

20. California courts broadly and liberally construe Section 526a to promote its remedial purpose. (See *Blair v. Pitchess* (1971) 5 Cal.3d 258, 267-68.) In that connection, taxpayer actions are permitted for both "actual or threatened expenditures of public funds." (*Waste Mgmt. of Alameda Cnty., Inc. v. Cnty. of Alameda* (2000) 79 Cal.App.4th 1223, 1240, disapproved on other grounds.) Taxpayer actions may be used to challenge an agency's decision to enter into an illegal contract. (See, e.g., *Miller v. McKinnon* (1942) 20 Cal.2d 83, 89; *A.J. Fistes Corp. v. GDL Best Contractors, Inc*. (2019) 38 Cal.App.5th 677, 689.) An injunction preventing the illegal or wasteful expenditure of funds is explicitly authorized. (Code Civ. Proc. § 526a, subd. (a).)

FACTUAL BACKGROUND

A. The Tribe's Proposed Project and the County's Historic Opposition.

21. The Tribe currently conducts gaming activities at its existing Win-River Casino located just off Interstate 5 in Redding, California. The Tribe seeks the County's assistance in relocating its existing casino 1.6 miles northeast to the Strawberry Fields property. The Tribe plans to construct a massive 1,123,272 square foot gaming complex at Strawberry Fields, including a 69,541 square foot casino, a 52,000 square foot event center, and a 9-story, 250-room hotel.

22. In 2003, the Tribe submitted a "fee-to-trust" application to the BIA to relocate its gaming facility from its existing location to Strawberry Fields. The BIA denied the Tribe's request. In 2016, the Tribe re-submitted its request to the BIA, which agreed to take the Tribe's request under consideration to give the Tribe time to prove the Project "would not be detrimental to the surrounding community." (25 U.S.C. § 2719(a).)

23. Between 2016 and 2022, the Redding City Council and the Board consistently opposed the Tribe's proposed Project. For example, in 2019, both the Redding City Council and the Board sent letters to the BIA expressing their disapproval of the Project. The Board's letter expressed its concern that the Project would have a "detrimental impact on the Shasta County community that cannot be adequately mitigated."

B. The Board Reverses Course.

24. Between January 2021 and January 2023, four of the Board's five Supervisors were replaced. In or around early 2023, one or more Supervisors began negotiating the terms of the proposed Agreement with the Tribe. The fifth Supervisor—who had historically opposed the Project—was excluded from the negotiations, as were the County's staff and its Sheriff, Fire Chief, Counsel, and Risk Manager.

25. On June 30, 2023, the Tribe presented the Board with the proposed Agreement, which the Board later approved, as amended, and then executed on behalf of the County. Pursuant to Section 5(B) of the Agreement, it is to remain effective for a period of approximately 30 years, unless the Tribe permanently ceases gaming at the Project sooner.

26. Section 2(A)-(C) of the Agreement provides that the Tribe is to "make non-recurring (one-time) payments" to mitigate the Project's impacts to County services, including law enforcement, fire, and emergency services. Section 2(D) also requires the Tribe to make a one-time payment to mitigate the Project's impacts on County roads in accordance with the federal Environmental Impact Statement and Record of Decision for the Project.

27. Section 3 of the Agreement requires the Tribe to make certain "recurring" payments purportedly to: (i) mitigate the Project's impacts to law enforcement, fire, and emergency services, based on the number of calls received for such services per year; and (ii) ensure the County roads and traffic controls are "secured and maintained by the County for commercial and business traffic" for the Project. Section 4 further provides that the recurring payments to the County are to be made annually. Unlike the other intergovernmental agreements identified by County staff, none of the recurring payments required under the Agreement would be adjusted for inflation.

C. The Board Votes to Approve the Agreement.

28. At its meeting of July 25, 2023, the Board received comments, and ultimately voted, on the proposed Agreement. The proposed Agreement was widely opposed.

29. Pursuant to the Board's direction, County staff analyzed, on an expedited schedule, the impacts of the proposed Agreement. The Staff Report acknowledged that the intent of the Agreement is to "mitigate the County costs related to the new casino for providing law enforcement, fire and emergency services, and costs to maintain County roads and traffic controls and related costs." However, the Staff Report concluded the Agreement "would not fully mitigate the anticipated costs" to the County for providing those services. Accordingly, County staff recommended that the Board delay approving the proposed Agreement, to allow staff time to sufficiently analyze its impacts and negotiate revisions to its terms based upon that review.

30. Using the figures presented by County staff, the below table highlights the differences between the recurring and non-recurring payments the County would receive under the proposed Agreement and those received by other local governments. A row in the table adjusts the one-time payments for inflation[1] to show their present value relative to the one-time payments to the County under the Agreement:

California Intergovernmental Agreement Comparison				
Agreement	Shasta County Redding Rancheria (Proposed)	Sonoma County Graton Rancheria (2012)	City of Rohnert Park Graton Rancheria (2013)	Yuba County Enterprise Rancheria (2002)
Acres	232	254	254	40
Square Feet	59,500	65,000	65,000	91,000
# of Machines	1,200	3,000	3,000	2,100
# of Rooms	250	200	200	170
One-Time Payments (not adjusted for inflation)	**$3,600,000**	**$5,100,000**	**$9,700,000**	**$1,900,000**
Inflation Adjusted One-Time Payments	$3,600,000	$6,799,875	$12,852,199	$3,239,316
Recurring Payments (per annum) (not adjusted for inflation)	**$50,000**	**$12,200,000**	**$12,000,000**	**$5,000,000**
30 Year Recurring Payment Total (not adjusted for inflation)	$1,500,000	$366,000,000	$360,000,000	$150,000,000
30 Year Recurring Payment Total Per Square Foot (PSF) (not adjusted for inflation)	$22	$5,631	$5,538	$1,648

[1] U.S. Bureau of Labor Statistics, CPI Inflation Calculator, https://www.bls.gov/data/inflation_calculator.htm (last accessed February 13, 2024.)

Below is a graph that simplifies some of the above information:

31. As noted, the County Sheriff and Fire Chief opposed the proposed Agreement, expressing concerns about impacts to their departments and that the payments called for by the proposed Agreement would not be nearly enough to cover the cost of providing law enforcement, fire, and emergency services for the Project.

32. The Sheriff explained that, although the Agreement requires the Tribe to pay the County a $1,000 per call recurring payment for law enforcement services, the Tribe is not required to compensate the County for any investigation that follows. The Sheriff estimated an investigation of a major crime could easily cost in the range of $10,000 to $20,000—somewhere between a 900 percent and 1,900 percent underestimation for such services. Nor does the $1,000 payment take into account crimes committed at the Project site but reported from off-site. Nor does it take into account proactive patrols taking place at the Project site. Nor does it take into account cost impacts to related local law enforcement agencies, including the District Attorney's Office, Public Defender's Office, Probation Department, courts, local police departments, and the local jail. The

Sheriff concluded his remarks by stating the following: "hastily passing an Agreement like this is fiscally irresponsible to the citizens and long term viability of this County."

33. The Fire Chief explained that the Tribe's $1 million non-recurring payment would not be sufficient to cover the $2.5 to $3 million cost to purchase a new ladder firetruck, which would be a necessary expense to respond to calls for the Project considering the planned 9-story hotel. This represents an underestimation of somewhere between 150 percent and 200 percent. Likewise, the Tribe's $10,000 per call recurring payment would not be sufficient to cover either the: (i) annual $2.5 million in costs necessary to staff that fire truck to respond to calls at the Project site; or (ii) cost to respond to a major emergency requiring significant resources (e.g., large fire, multiple trucks).

34. The District Attorney for the City of Redding also opposed the Agreement and expressed concerns over the negotiation process, as well as the potential impacts to her department. She stated it was important to "get some real numbers" to ensure the safety of the community.

35. One Supervisor stated that she could not support an agreement that has not been approved by County Counsel and County Risk Management. She stated the Board had received a "scathing report" on the proposed Agreement from the County's outside legal counsel, which noted several issues with the Agreement.

36. The County Counsel informed the Board that his office had not reviewed the proposed Agreement, despite the Contracts Manual's requirement that the County Counsel and Risk Manager review any non-standard contract before the County enters into it. The Board nevertheless purported to vote to "waive" the requirement—which had also been set forth in the proposed Agreement itself (Section 5(A)(ii)).

37. The Board ultimately voted 4-1 to approve the Agreement, as amended. The County was undeterred by the knowledge that: (i) the Agreement would result in the County having to expend funds to provide services for the Project far in excess of the payments it would receive from the Tribe; and (ii) entering into the Agreement would violate its own Policy.

38. The Board's approval of the Agreement and decision to enter into the Agreement on behalf of the County was unlawful and constitutes an illegal and wasteful expenditure of public funds.

FIRST CAUSE OF ACTION

(Petition for Writ of Mandate – Code Civ. Proc. § 1085)

39. Petitioner hereby incorporates each paragraph set forth above.

40. The County's Contracts Manual, Policy No. 6-101, requires non-standard contracts to be reviewed and approved as to form by the County Counsel and reviewed and approved by the County's Risk Manager before they are entered into by the County. The Policy does not permit the County or its Board to waive this requirement. The Board unlawfully purported to waive this requirement, and then approved and entered into the Agreement on behalf of the County. The Board did so without first adopting a formal resolution as required to amend the County's Policy to authorize such a waiver. In addition to violating the Contract Manual, the decision to approve the Agreement is devoid of any evidentiary support.

41. Petitioner seeks a writ directing Respondents to set aside the approval of the Agreement because the Board failed to comply with its ministerial and other legal duties (e.g., not commit waste) and also acted in a manner that is arbitrary, capricious and an abuse of discretion. No other plain, speedy and adequate legal remedy exists.

SECOND CAUSE OF ACTION

(Taxpayer Action for Illegal and Wasteful Expenditure - Code Civ. Proc. § 526a)

42. Petitioner hereby incorporates each paragraph set forth above.

43. The Board's decision to enter into the Agreement on behalf of the County constitutes an illegal act, waste of, and/or injury to, the County's funds and/or property. The Board recklessly committed the County to provide services to a casino on Tribal land for a 30-year term without any benefit to the public. In effect, the Board gifted tens of millions of dollars of public funds to the Tribe. The Board claimed the goal of the payments under the Agreement was to mitigate the negative impacts of the casino but the evidence at trial will show the payments would not come

close to achieving that goal. The Board's decision was intentional and the product of a "backroom deal" that elevated the interests of the Tribe over those of the County.

PRAYER FOR RELIEF

Wherefore, Petitioner prays that the Court issue the following relief:

1. A declaration to the effect that the Board's approval of the Agreement was contrary to law.

2. A writ directing the Board to set aside and/or rescind its decision to approve and enter into the Agreement on behalf of the County.

3. A permanent injunction prohibiting Respondents from taking acts, spending public funds, or using public resources in furtherance of the Agreement.

4. An award of Petitioner's reasonable fees and costs, including under Code of Civil Procedure section 1021.5.

5. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Petitioner hereby demands trial by jury.

Respectfully submitted,

DATED: February 13, 2024

PAUL HASTINGS LLP

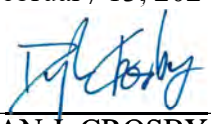
By: _____
NAVI SINGH DHILLON

Attorneys for Petitioner and Plaintiff CALIFORNIA LAND STEWARDSHIP COUNCIL LLC

VERIFICATION

As authorized by Code of Civil Procedure section 446, subdivision (a), because my office is not located in the County in which Petitioner and Plaintiff California Land Stewardship Council LLC is headquartered, I, Dylan J. Crosby, submit this verification. I have read this Verified Petition for Writ of Mandate and Complaint and am informed and believe that the matters therein are true, and on that ground allege that the matters stated therein are true.

Executed at San Francisco, California on February 13, 2024.



DYLAN J. CROSBY

EXHIBIT C

First American Title™	CLTA Guarantee Form No. 28 – Condition of Title
	ISSUED BY **First American Title Insurance Company**
Guarantee	GUARANTEE NUMBER **5026900-0007374e**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES
the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: P-597659
Policy #: 5026900-0007374e

Issued By:

Placer Title Company
2145 Larkspur Ln., Ste A
Redding, CA 96002

By: _____
Authorized Countersignature

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters , whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

f. “Amount of Liability”: the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing

evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any

person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com**

Condition of Title Guarantee
SCHEDULE A

Order No.:	P-597659
Guarantee No.:	5026900-0007374e
Date of Guarantee:	July 31, 2023 at 7:30AM
Amount of Liability:	$1,000.00
Premium:	$400.00

1. Name of Assured:

   Paskenta Band of Nomlaki Indians

2. The estate or interest in the Land which is covered by this Guarantee is:

   Fee Simple

3. The Land referred to in this Guarantee is described as follows:

   See Exhibit "A" for Legal Description

4. Assurances

   According to the Public Records as of the Date of Guarantee:

   a. Title to the estate or interest in the Land is vested in:

   A. A. Emmerson, as Trustee of the Survivor's Trust established under the A. A. and Ida Emmerson Revocable Trust of 1990, dated December 19, 1990, as to an undivided one-half interest

   Redding Rancheria, California, a Federally recognized Tribal Entity, as to an undivided 1/2 interest

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Issued By:
Placer Title Company
2145 Larkspur Lane, Suite A
Redding, CA 96002
Agent ID: 5416462

Authorized Countersignature

Condition of Title Guarantee
SCHEDULE B

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2023-2024, A LIEN NOT YET DUE OR PAYABLE.

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

3. A PROPOSED SPECIAL ASSESSMENT DISTRICT FOR THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY), AS DISCLOSED BY PROPOSED ASSESSMENT MAP IN ACCORDANCE WITH THE "MELLO ROOS COMMUNITY FACILITIES ACT OF 1982".

   SAID DISTRICT IS A CONTRACTUAL/VOLUNTARY DISTRICT. THE LAND DESCRIBED HEREIN IS NOT SUBJECT TO ASSESSMENTS UNLESS THE PROPERTY OWNER OPTS TO FINANCE IMPROVEMENTS UNDER THE TERMS OF SAID DISTRICT.

4. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSEMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.

   PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.

5. ANY FACTS, RIGHTS, INTEREST OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.

6. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

7. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTORS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

8. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

9. ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL NOT SHOWN BY THE PUBLIC RECORDS.

10. THE HEREIN DESCRIBED LAND LIES WITHIN THE BOUNDARIES OF THE ANDERSON-COTTONWOOD IRRIGATION DISTRICT AND IS SUBJECT TO ALL ASSESSMENTS, TAXES AND OBLIGATIONS THEREOF.

11. RIGHTS OF THE PUBLIC, THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, OR OF THE UNITED STATES OF AMERICA IN OR TO ANY PORTION OF THE LAND LYING BELOW THE HIGH WATER LINE OF THE SACRAMENTO RIVER AS IT EXISTS NOW OR AS IT HAS EXISTED IN THE STATE OF NATURE.

12. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT: (A) SOME PORTION OF SAID LAND HAS BEEN CREATED BY ARTIFICIAL MEANS, OR HAS ACCRETED TO SUCH PORTION SO CREATED. (B) SOME PORTION OF

SAID LAND HAS BEEN BROUGHT WITHIN THE BOUNDARIES THEREOF BY AN AVULSIVE MOVEMENT OF SACRAMENTO RIVER, OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH PORTION.

13. RIGHTS AND EASEMENTS, INCLUDING BUT NOT LIMITED TO, RECREATION, NAVIGATION AND FISHERIES, WHICH MAY EXIST OVER THAT PORTION OF SAID LAND LYING BENEATH THE WATERS OF SACRAMENTO RIVER.

14. RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATER OF THE SACRAMENTO RIVER EXTENDING THROUGH THE LAND, WITHOUT DIMINUTION.

15. RIPARIAN OR WATER RIGHTS, CLAIMS, OR TITLE TO WATER WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

16. ANY EXISTING EASEMENTS OR RIGHTS OF WAY FOR DITCHES, CANALS AND/OR PIPELINES COMMON TO THE ANDERSON-COTTONWOOD IRRIGATION DISTRICT, TOGETHER WITH ALL INCIDENTAL RIGHTS.

17. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AS CONTAINED IN THE DEED FROM RAY PARSONS AND MAYME PARSONS, RECORDED SEPTEMBER 23, 1955, IN BOOK 470 PAGE 490, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: "IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

18. AN EASEMENT OVER SAID LAND FOR CANAL PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO ANDERSON-COTTONWOOD IRRIGATION DISTRICT, IN DEED RECORDED NOVEMBER 08, 1957, IN BOOK 549 PAGE 128, OFFICIAL RECORDS.

AFFECTS: THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

19. THE EFFECT OF A RECORD OF SURVEY WHICH PURPORTS TO DELINEATE A PORTION OF THE BOUNDARIES OF THE PROPERTY HEREIN DESCRIBED, FILED FOR RECORD OCTOBER 19, 1961 IN BOOK 27 OF LAND SURVEYS AT PAGE 15, SHASTA COUNTY RECORDS.

20. LACK OF ABUTTERS RIGHTS IN AND TO THE FREEWAY OR HIGHWAY ADJACENT TO SAID PROPERTY, SAID RIGHTS HAVING BEEN RELEASED AND RELINQUISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 19, 1962, IN BOOK 719 PAGE 88, OFFICIAL RECORDS.

21. WAIVER OF ANY CLAIMS FOR DAMAGES TO SAID PROPERTY BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF THE FREEWAY ADJOINING SAID PROPERTY AS CONTAINED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED SEPTEMBER 19, 1962, IN BOOK 719 PAGE 88, OFFICIAL RECORDS.

22. LACK OF ABUTTERS RIGHTS IN AND TO THE FREEWAY OR HIGHWAY ADJACENT TO SAID PROPERTY, SAID RIGHTS HAVING BEEN RELEASED AND RELINQUISHED BY DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 18, 1963, IN BOOK 769, PAGE 108, OFFICIAL RECORDS.

23. AN EASEMENT OVER SAID LAND FOR DRAINAGE AND INCIDENTAL PURPOSES, AS GRANTED TO THE STATE OF CALIFORNIA, IN DEED RECORDED DECEMBER 01, 1963, AS IN BOOK 769, PAGE 108, OFFICIAL RECORDS.

AFFECTS: THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

24. AN UNRECORDED LEASE, DATED MARCH 6, 2007, BY AND BETWEEN DALE BAGLEY, LESSOR, AND CITY OF REDDING, LESSEE AS DISCLOSED BY INFORMATION PROVIDED TO THIS COMPANY.

25. THE EFFECT OF A RECORD OF SURVEY WHICH PURPORTS TO DELINEATE A PORTION OF THE BOUNDARIES OF THE PROPERTY HEREIN DESCRIBED, FILED FOR RECORD DECEMBER 29, 2009 IN BOOK 57 OF LAND SURVEYS AT PAGE 39, SHASTA COUNTY RECORDS.

26. RIGHTS OF TENANTS IN POSSESSION, INCLUDING ANY UNRECORDED LEASES AND/OR SUBLEASES AFFECTING THE HEREIN DESCRIBED PROPERTY.

NOTE: (FOR PRORATION PURPOSES ONLY)

TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2022-2023

1ST INSTALLMENT:	$468.42	PAID
2ND INSTALLMENT:	$468.42	PAID
PARCEL NUMBER:	055-020-005	
CODE AREA:	115016	
LAND VALUE:	$88,691.00	
IMPROVEMENTS:	$0.00	
EXEMPTION:	$0.00	

EXHIBIT "A" – LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Shasta, City of Redding, described as follows:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF PROPOSED STATE HIGHWAY US. 99 FREEWAY:

PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE SOUTHEAST QUARTER OF SECTION 19, ALL IN TOWNSHIP 31 NORTH, RANGE 4 WEST OF MOUNT DIABLO BASE AND MERIDIAN, INCLUDED WITHIN THE EXTERIOR BOUNDARIES OF A STRIP OF LAND 60 FEET IN WIDTH, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE, TO-WIT:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30 OF THE ABOVE TOWNSHIP AND RANGE; THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, S. 89 ° 53' 17" E., 2019.40 FEET; THENCE N. 00 ° 28' 17" W., 20.00 FEET TO A POINT IN THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 76-D, BEING THE TRUE POINT OF BEGINNING OF SAID 60 FOOT STRIP OF LAND; THENCE CONTINUING N. 00 ° 28' 17" W., 1330.00 FEET; THENCE N. 89 ° 53' 17" W., 3917.00 FEET TO THE LOW WATER LINE OF THE SACRAMENTO RIVER.

APN: 055-020-005

- * * * * * * * * * * * * * * * **END OF LEGAL DESCRIPTION** * * * * * * * * * * * * * * *

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

APN 055-020-005, Redding, CA 96001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.

MLHC

MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.mlhc.com/privacy-policy.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.mlhc.com/privacy-policy.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit https://www.mlhc.com/privacy-policy.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.mlhc.com/privacy-policy.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us privacy@mlhc.com or toll free at 1-877-626-0668

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Mother Lode will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in https://www.mlhc.com/privacy-policy.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in https://www.mlhc.com/privacy-policy.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow
Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

Privacy Notice
Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE**.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

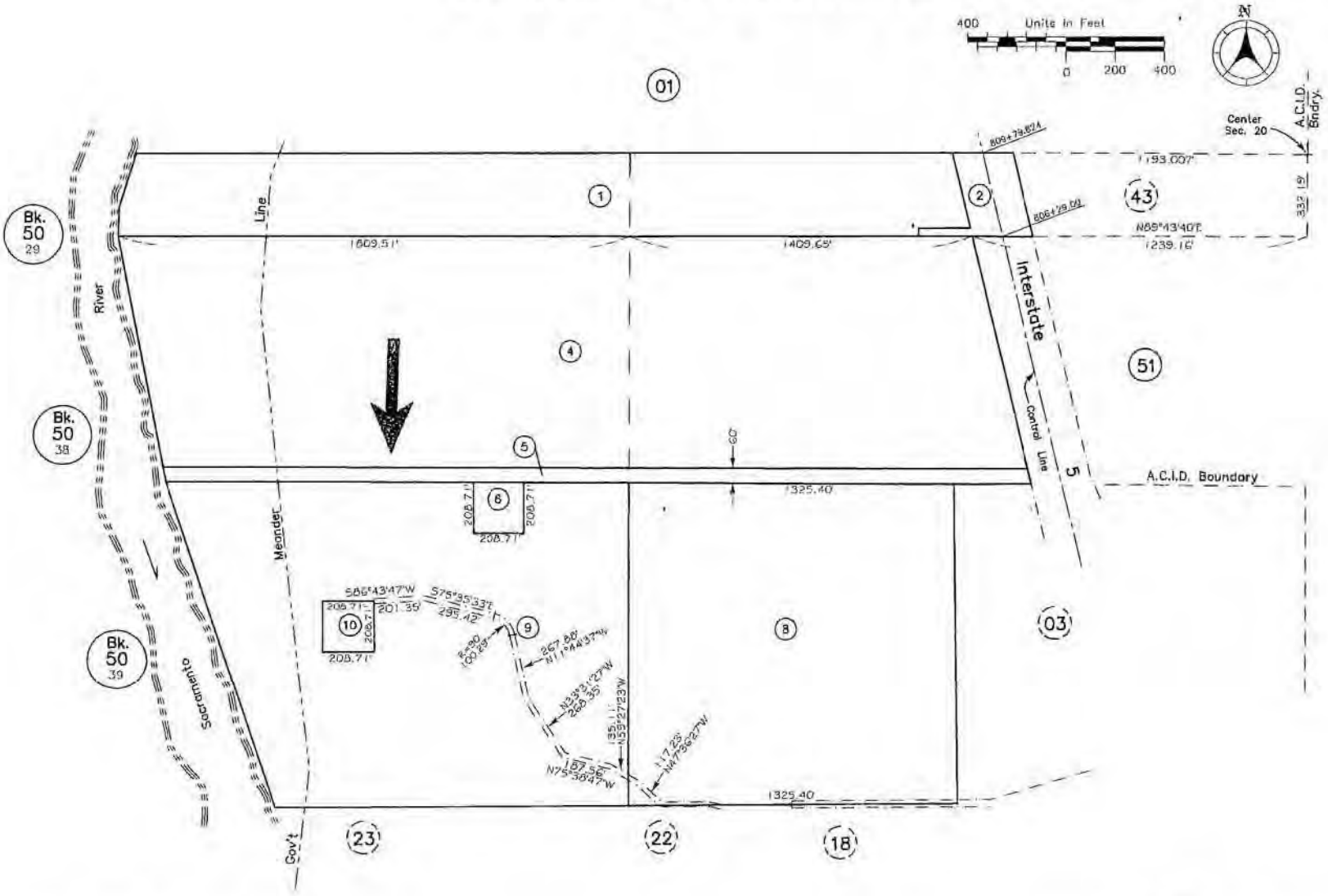
Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Por. SE1/4, Sec. 19, & Por. SW1/4, Sec. 20, T31N, R4W

55-02



R.M.1-7,1-55,1-141,
L.S.24-11,27-15,29-48,36-41,36-53,56-103,57-96,

11/3/2015 10:59:16 AM, tchan

FOR REFERENCE ONLY

This map reflects information transcribed from documents of record, interpreted and compiled by cadastral mapping specialists. The sole intent of this map is for tax assessment purposes. Tax is not a legal document nor are any features contained herein intended for any other purpose.

Shasta County Assessor

EXHIBIT D

Incident	Nature	Area	Agency	Reported	Location
22S040228	1018	S07	SCSO	19:28:25 12/31/22	2100 Redding Rancheria Rd
22S040028	415UNK	S07	SCSO	21:37:49 12/29/22	2100 Redding Rancheria Rd
22S039694	487R	S07	SCSO	02:37:22 12/27/22	2100 Redding Rancheria Rd
22S039563	488R	S07	SCSO	19:18:50 12/25/22	2100 Redding Rancheria Rd
22S039520	SUSACT	S07	SCSO	04:04:30 12/25/22	2100 Redding Rancheria Rd
22S039430	415	S07	SCSO	23:53:51 12/23/22	2100 Redding Rancheria Rd
22S039401	1018	S07	SCSO	18:02:38 12/23/22	2100 Redding Rancheria Rd
22S039290	1018	S07	SCSO	13:24:33 12/22/22	2100 Redding Rancheria Rd
22S039240	SUSACTR	S07	SCSO	01:13:03 12/22/22	2100 Redding Rancheria Rd
22S038916	487R	S07	SCSO	02:55:35 12/19/22	2100 Redding Rancheria Rd
22S038915	487R	S07	SCSO	02:40:08 12/19/22	2100 Redding Rancheria Rd
22S038896	415UNK	S07	SCSO	22:51:58 12/18/22	2100 Redding Rancheria Rd
22S038832	242R	S07	SCSO	01:10:51 12/18/22	2100 Redding Rancheria Rd
22S038678	SUSACT	S07	SCSO	12:40:09 12/16/22	2100 Redding Rancheria Rd
22S038639	VEHTS	S07	SCSO	22:03:00 12/15/22	2100 Redding Rancheria Rd
22S038348	ARR	S07	SCSO	23:56:11 12/12/22	2100 Redding Rancheria Rd
22S038323	242R	S07	SCSO	18:26:53 12/12/22	2100 Redding Rancheria Rd
22S038232	PED	S07	SCSO	00:14:16 12/12/22	2100 Redding Rancheria Rd
22S038007	MANDWN	S07	SCSO	09:58:24 12/09/22	2100 Redding Rancheria Rd
22S037833	488A	S07	SCSO	22:38:12 12/07/22	2100 Redding Rancheria Rd
22S037689	OV	S07	SCSO	01:14:05 12/07/22	2100 Redding Rancheria Rd
22S037561	415	S07	SCSO	19:29:35 12/05/22	2100 Redding Rancheria Rd
22S037547	FINANCIALR	S07	SCSO	15:33:48 12/05/22	2100 Redding Rancheria Rd
22S037484	1018	S07	SCSO	23:43:00 12/04/22	2100 Redding Rancheria Rd
22S037320	SUSACT	S07	SCSO	22:09:25 12/02/22	2100 Redding Rancheria Rd
22S036518	1018	S07	SCSO	00:15:54 11/26/22	2100 Redding Rancheria Rd
22S036506	415	S07	SCSO	23:22:28 11/25/22	2100 Redding Rancheria Rd
22S036481	K9AST	S07	SCSO	20:45:08 11/25/22	2100 Redding Rancheria Rd
22S036479	1018	S07	SCSO	20:39:00 11/25/22	2100 Redding Rancheria Rd
22S036401	415UNK	S07	SCSO	22:54:58 11/24/22	2100 Redding Rancheria Rd
22S036360	K9AST	S07	SCSO	09:55:55 11/24/22	2100 Redding Rancheria Rd
22S036357	VEH	S07	SCSO	09:16:53 11/24/22	2100 Redding Rancheria Rd
22S036356	SUSACT	S07	SCSO	08:38:07 11/24/22	2100 Redding Rancheria Rd
22S036354	MANDWN	S07	SCSO	07:55:23 11/24/22	2100 Redding Rancheria Rd
22S035266	488R	S07	SCSO	09:59:17 11/14/22	2100 Redding Rancheria Rd
22S035165	487R	S07	SCSO	02:38:28 11/13/22	2100 Redding Rancheria Rd
22S034582	487R	S07	SCSO	03:49:16 11/07/22	2100 Redding Rancheria Rd
22S034495	MPRET	S07	SCSO	06:22:58 11/06/22	2100 Redding Rancheria Rd
22S034413	MPAD	S07	SCSO	10:36:29 11/05/22	2100 Redding Rancheria Rd
22S034192	488R	S07	SCSO	14:15:23 11/03/22	2100 Redding Rancheria Rd
22S034140	647F	S07	SCSO	01:39:58 11/03/22	2100 Redding Rancheria Rd

22S034041	1018	S07	SCSO	05:33:55 11/02/22	2100 Redding Rancheria Rd
22S034034	1018	S07	SCSO	04:18:27 11/02/22	2100 Redding Rancheria Rd
22S033685	415	S07	SCSO	03:30:18 10/30/22	2100 Redding Rancheria Rd
22S032962	WAR	S07	SCSO	23:10:49 10/23/22	2100 Redding Rancheria Rd
22S032897	1018	S07	SCSO	12:08:05 10/23/22	2100 Redding Rancheria Rd
22S032693	PROPL	S07	SCSO	09:13:18 10/21/22	2100 Redding Rancheria Rd
22S032368	ASSIST	S07	SCSO	17:00:28 10/18/22	2100 Redding Rancheria Rd
22S032276	602	S07	SCSO	02:49:50 10/18/22	2100 Redding Rancheria Rd
22S032268	487R	S07	SCSO	02:07:33 10/18/22	2100 Redding Rancheria Rd
22S032148	1018	S07	SCSO	04:02:16 10/17/22	2100 Redding Rancheria Rd
22S032021	1018	S07	SCSO	00:36:47 10/16/22	2100 Redding Rancheria Rd
22S031711	SUSACT	S07	SCSO	17:37:30 10/13/22	2100 Redding Rancheria Rd
22S031470	488R	S07	SCSO	18:27:55 10/11/22	2100 Redding Rancheria Rd
22S031188	1018	S07	SCSO	03:24:43 10/09/22	2100 Redding Rancheria Rd
22S031148	488R	S07	SCSO	15:03:56 10/08/22	2100 Redding Rancheria Rd
22S031017	PROPL	S07	SCSO	15:54:21 10/07/22	2100 Redding Rancheria Rd
22S030736	ASTOA	S07	SCSO	15:29:04 10/05/22	2100 Redding Rancheria Rd
22S030583	FINANCIALR	S07	SCSO	10:55:16 10/04/22	2100 Redding Rancheria Rd
22S030361	415	S07	SCSO	02:06:09 10/02/22	2100 Redding Rancheria Rd
22S030360	415R	S07	SCSO	01:54:34 10/02/22	2100 Redding Rancheria Rd
22S030254	487R	S07	SCSO	02:44:39 10/01/22	2100 Redding Rancheria Rd
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22S030107	415	S07	SCSO	02:12:50 09/30/22	2100 Redding Rancheria Rd
22S029965	1018	S07	SCSO	23:10:20 09/28/22	2100 Redding Rancheria Rd
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22S029083	FOL	S07	SCSO	01:12:11 09/21/22	2100 Redding Rancheria Rd
22S028984	OV	S07	SCSO	08:49:44 09/20/22	2100 Redding Rancheria Rd
22S028925	211R	S07	SCSO	16:00:02 09/19/22	2100 Redding Rancheria Rd
22S028809	487R	S07	SCSO	13:43:24 09/18/22	2100 Redding Rancheria Rd
22S028687	WAR	S07	SCSO	04:40:46 09/17/22	2100 Redding Rancheria Rd
22S028287	488R	S07	SCSO	16:21:06 09/13/22	2100 Redding Rancheria Rd
22S028187	ARR	S07	SCSO	00:57:57 09/13/22	2100 Redding Rancheria Rd
22S028063	CVC	S07	SCSO	06:55:02 09/12/22	2100 Redding Rancheria Rd
22S027694	1018	S07	SCSO	23:56:18 09/08/22	2100 Redding Rancheria Rd
22S027513	594	S07	SCSO	15:41:45 09/07/22	2100 Redding Rancheria Rd
22S027475	242R	S07	SCSO	12:29:39 09/07/22	2100 Redding Rancheria Rd
22S027053	1018	S07	SCSO	04:13:21 09/04/22	2100 Redding Rancheria Rd
22S026989	PROPL	S07	SCSO	15:34:12 09/03/22	2100 Redding Rancheria Rd
22S026924	602	S07	SCSO	23:42:33 09/02/22	2100 Redding Rancheria Rd
22S026637	PED	S07	SCSO	22:28:46 08/31/22	2100 Redding Rancheria Rd
22S026562	242R	S07	SCSO	07:23:22 08/31/22	2100 Redding Rancheria Rd
22S026486	487R	S07	SCSO	15:25:32 08/30/22	2100 Redding Rancheria Rd
22S026449	602	S07	SCSO	12:20:11 08/30/22	2100 Redding Rancheria Rd
22S025939	ANIMAL	S07	SCSO	23:21:47 08/25/22	2100 Redding Rancheria Rd
22S025542	1018	S07	SCSO	01:09:57 08/23/22	2100 Redding Rancheria Rd
22S024466	488R	S07	SCSO	12:01:35 08/14/22	2100 Redding Rancheria Rd
22S024329	488R	S07	SCSO	06:34:51 08/13/22	2100 Redding Rancheria Rd

22S023926	SUSACT	S07	SCSO	09:12:42 08/10/22	2100 Redding Rancheria Rd
22S023571	415	S07	SCSO	00:46:15 08/07/22	2100 Redding Rancheria Rd
22S023476	415	S07	SCSO	11:33:35 08/06/22	2100 Redding Rancheria Rd
22S022886	415	S07	SCSO	04:04:14 08/02/22	2100 Redding Rancheria Rd
22S022681	OV	S07	SCSO	03:20:18 07/31/22	2100 Redding Rancheria Rd
22S022682	415UNK	S07	SCSO	03:20:11 07/31/22	2100 Redding Rancheria Rd
22S022679	415P	S07	SCSO	02:36:37 07/31/22	2100 Redding Rancheria Rd
22S022535	1018	S07	SCSO	22:27:26 07/29/22	2100 Redding Rancheria Rd
22S021288	488AR	S07	SCSO	01:02:57 07/20/22	2100 Redding Rancheria Rd
22S021016	OV	S07	SCSO	17:09:47 07/17/22	2100 Redding Rancheria Rd
22S020959	602	S07	SCSO	22:09:40 07/16/22	2100 Redding Rancheria Rd
22S020700	SUSACT	S07	SCSO	19:25:01 07/14/22	2100 Redding Rancheria Rd
22S020568	VEHTS	S07	SCSO	18:48:50 07/13/22	2100 Redding Rancheria Rd
22S020492	487R	S07	SCSO	05:26:58 07/13/22	2100 Redding Rancheria Rd
22S020156	459AR	S07	SCSO	01:53:40 07/10/22	2100 Redding Rancheria Rd
22S019763	488R	S07	SCSO	18:08:20 07/06/22	2100 Redding Rancheria Rd
22S019330	1018	S07	SCSO	22:26:34 07/02/22	2100 Redding Rancheria Rd
22S019310	1018	S07	SCSO	20:20:01 07/02/22	2100 Redding Rancheria Rd
22S019282	211R	S07	SCSO	13:25:04 07/02/22	2100 Redding Rancheria Rd
22S018983	WAR	S07	SCSO	18:33:44 06/29/22	2100 Redding Rancheria Rd
22S018824	415	S07	SCSO	09:16:48 06/28/22	2100 Redding Rancheria Rd
22S018821	SUSACT	S07	SCSO	08:02:20 06/28/22	2100 Redding Rancheria Rd
22S018723	415	S07	SCSO	09:28:33 06/27/22	2100 Redding Rancheria Rd
22S018675	ASTWC	S07	SCSO	20:58:35 06/26/22	2100 Redding Rancheria Rd
22S018616	FOL	S07	SCSO	00:57:53 06/26/22	2100 Redding Rancheria Rd
22S018451	487R	S07	SCSO	17:50:04 06/24/22	2100 Redding Rancheria Rd
22S018337	VEH	S07	SCSO	15:47:05 06/23/22	2100 Redding Rancheria Rd
22S018220	602	S07	SCSO	14:30:38 06/22/22	2100 Redding Rancheria Rd
22S017079	488R	S07	SCSO	17:28:25 06/10/22	2100 Redding Rancheria Rd
22S017054	602	S07	SCSO	14:24:03 06/10/22	2100 Redding Rancheria Rd
22S016731	602	S07	SCSO	02:25:44 06/08/22	2100 Redding Rancheria Rd
22S016222	415	S07	SCSO	06:50:05 06/03/22	2100 Redding Rancheria Rd
22S016179	415	S07	SCSO	17:16:19 06/02/22	2100 Redding Rancheria Rd
22S015587	ASTOA	S07	SCSO	22:41:13 05/27/22	2100 Redding Rancheria Rd
22S015362	488R	S07	SCSO	03:58:43 05/26/22	2100 Redding Rancheria Rd
22S015215	488R	S07	SCSO	23:13:25 05/24/22	2100 Redding Rancheria Rd
22S015023	SUSACT	S07	SCSO	02:59:38 05/23/22	2100 Redding Rancheria Rd
22S014893	488AR	S07	SCSO	18:46:44 05/21/22	2100 Redding Rancheria Rd
22S014430	488AR	S07	SCSO	13:13:24 05/17/22	2100 Redding Rancheria Rd
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22S014308	488R	S07	SCSO	11:34:25 05/16/22	2100 Redding Rancheria Rd
22S014252	VEHTS	S07	SCSO	23:30:37 05/15/22	2100 Redding Rancheria Rd
22S014247	488R	S07	SCSO	18:37:29 05/15/22	2100 Redding Rancheria Rd
22S014112	SUSACT	S07	SCSO	12:43:26 05/14/22	2100 Redding Rancheria Rd
22S013977	1018	S07	SCSO	00:59:23 05/13/22	2100 Redding Rancheria Rd
22S013970	1018	S07	SCSO	22:37:02 05/12/22	2100 Redding Rancheria Rd
22S013947	594R	S07	SCSO	12:12:01 05/12/22	2100 Redding Rancheria Rd

22S013876	647F	S07	SCSO	02:04:32 05/12/22	2100 Redding Rancheria Rd
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22S013347	2800	S07	SCSO	02:07:23 05/07/22	2100 Redding Rancheria Rd
22S013341	WAR	S07	SCSO	23:48:18 05/06/22	2100 Redding Rancheria Rd
22S013340	1018	S07	SCSO	23:18:07 05/06/22	2100 Redding Rancheria Rd
22S013325	ASTOA	S07	SCSO	20:25:38 05/06/22	2100 Redding Rancheria Rd
22S013271	488R	S07	SCSO	13:27:37 05/06/22	2100 Redding Rancheria Rd
22S013213	SUSACT	S07	SCSO	00:10:04 05/06/22	2100 Redding Rancheria Rd
22S013191	SUSACTR	S07	SCSO	20:26:36 05/05/22	2100 Redding Rancheria Rd
22S013141	ARR	S07	SCSO	12:18:18 05/05/22	2100 Redding Rancheria Rd
22S013099	SUSACTR	S07	SCSO	08:52:01 05/05/22	2100 Redding Rancheria Rd
22S013082	SUSACTR	S07	SCSO	02:02:51 05/05/22	2100 Redding Rancheria Rd
22S012890	488AR	S07	SCSO	12:13:44 05/03/22	2100 Redding Rancheria Rd
22S012651	488AR	S07	SCSO	11:46:28 05/01/22	2100 Redding Rancheria Rd
22S012632	1018	S07	SCSO	03:04:52 05/01/22	2100 Redding Rancheria Rd
22S012574	488R	S07	SCSO	12:56:42 04/30/22	2100 Redding Rancheria Rd
22S012518	1018	S07	SCSO	20:10:36 04/29/22	2100 Redding Rancheria Rd
22S012448	1018	S07	SCSO	22:50:25 04/28/22	2100 Redding Rancheria Rd
22S012136	SUSACT	S07	SCSO	05:02:35 04/26/22	2100 Redding Rancheria Rd
22S012132	K9AST	S07	SCSO	04:06:54 04/26/22	2100 Redding Rancheria Rd
22S012125	415	S07	SCSO	23:36:19 04/25/22	2100 Redding Rancheria Rd
22S012001	647F	S07	SCSO	06:17:54 04/25/22	2100 Redding Rancheria Rd
22S011827	488R	S07	SCSO	10:55:49 04/23/22	2100 Redding Rancheria Rd
22S011797	1018	S07	SCSO	02:31:29 04/23/22	2100 Redding Rancheria Rd
22S011543	VEH	S07	SCSO	22:31:06 04/20/22	2100 Redding Rancheria Rd
22S011500	242R	S07	SCSO	14:25:38 04/20/22	2100 Redding Rancheria Rd
22S011090	487R	S07	SCSO	09:37:32 04/16/22	2100 Redding Rancheria Rd
22S011075	1018	S07	SCSO	00:56:59 04/16/22	2100 Redding Rancheria Rd
22S010853	647F	S07	SCSO	04:26:56 04/14/22	2100 Redding Rancheria Rd
22S010805	242R	S07	SCSO	14:48:18 04/13/22	2100 Redding Rancheria Rd
22S010801	415	S07	SCSO	13:37:10 04/13/22	2100 Redding Rancheria Rd
22S010774	VEH	S07	SCSO	10:01:11 04/13/22	2100 Redding Rancheria Rd
22S010725	ASTWC	S07	SCSO	22:32:13 04/12/22	2100 Redding Rancheria Rd
22S010567	242R	S07	SCSO	12:35:07 04/11/22	2100 Redding Rancheria Rd
22S010492	415R	S07	SCSO	20:33:32 04/10/22	2100 Redding Rancheria Rd
22S010482	242R	S07	SCSO	18:11:47 04/10/22	2100 Redding Rancheria Rd
22S010409	415	S07	SCSO	22:37:53 04/09/22	2100 Redding Rancheria Rd
22S010399	488R	S07	SCSO	19:28:06 04/09/22	2100 Redding Rancheria Rd
22S010064	602	S07	SCSO	17:06:49 04/06/22	2100 Redding Rancheria Rd
22S009830	ASTWC	S07	SCSO	18:17:37 04/04/22	2100 Redding Rancheria Rd
22S009506	488	S07	SCSO	16:17:58 04/01/22	2100 Redding Rancheria Rd
22S008877	242	S07	SCSO	01:07:32 03/27/22	2100 Redding Rancheria Rd
22S008672	VEH	S07	SCSO	00:29:38 03/25/22	2100 Redding Rancheria Rd
22S008249	488BR	S07	SCSO	11:56:36 03/21/22	2100 Redding Rancheria Rd
22S008237	488R	S07	SCSO	09:16:45 03/21/22	2100 Redding Rancheria Rd
22S008138	415R	S07	SCSO	08:26:05 03/20/22	2100 Redding Rancheria Rd
22S008058	1018	S07	SCSO	02:49:05 03/19/22	2100 Redding Rancheria Rd

22S008008	602	S07	SCSO	13:55:13 03/18/22	2100 Redding Rancheria Rd
22S007872	488R	S07	SCSO	09:14:13 03/17/22	2100 Redding Rancheria Rd
22S007851	594R	S07	SCSO	03:52:01 03/17/22	2100 Redding Rancheria Rd
22S007651	488R	S07	SCSO	23:48:31 03/14/22	2100 Redding Rancheria Rd
22S007648	PROPL	S07	SCSO	23:23:58 03/14/22	2100 Redding Rancheria Rd
22S007550	SUSACTR	S07	SCSO	09:09:40 03/14/22	2100 Redding Rancheria Rd
22S007228	VEH	S07	SCSO	23:40:27 03/10/22	2100 Redding Rancheria Rd
22S007025	ASTWC	S07	SCSO	00:48:02 03/09/22	2100 Redding Rancheria Rd
22S006908	ASTFIR	S07	SCSO	03:06:34 03/08/22	2100 Redding Rancheria Rd
22S006816	ANIMAL	S07	SCSO	11:07:47 03/07/22	2100 Redding Rancheria Rd
22S006765	PROPL	S07	SCSO	21:19:28 03/06/22	2100 Redding Rancheria Rd
22S006694	242R	S07	SCSO	00:02:54 03/06/22	2100 Redding Rancheria Rd
22S006622	PROPF	S07	SCSO	09:11:43 03/05/22	2100 Redding Rancheria Rd
22S006608	10851REC	S07	SCSO	02:28:06 03/05/22	2100 Redding Rancheria Rd
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22S006376	OV	S07	SCSO	23:30:29 03/02/22	2100 Redding Rancheria Rd
22S006283	PROPL	S07	SCSO	05:43:06 03/02/22	2100 Redding Rancheria Rd
22S006279	PROPL	S07	SCSO	03:41:18 03/02/22	2100 Redding Rancheria Rd
22S006187	647F	S07	SCSO	03:15:16 03/01/22	2100 Redding Rancheria Rd
22S006155	488R	S07	SCSO	17:55:36 02/28/22	2100 Redding Rancheria Rd
22S005967	PED	S07	SCSO	05:30:39 02/27/22	2100 Redding Rancheria Rd
22S005966	487R	S07	SCSO	04:41:02 02/27/22	2100 Redding Rancheria Rd
22S005842	1018	S07	SCSO	20:37:12 02/25/22	2100 Redding Rancheria Rd
22S005838	1018	S07	SCSO	20:14:38 02/25/22	2100 Redding Rancheria Rd
22S005836	VEH	S07	SCSO	20:07:12 02/25/22	2100 Redding Rancheria Rd
22S005741	647F	S07	SCSO	23:13:56 02/24/22	2100 Redding Rancheria Rd
22S005739	415	S07	SCSO	21:59:05 02/24/22	2100 Redding Rancheria Rd
22S005576	488R	S07	SCSO	15:41:25 02/23/22	2100 Redding Rancheria Rd
22S005507	487R	S07	SCSO	03:18:49 02/23/22	2100 Redding Rancheria Rd
22S005454	488R	S07	SCSO	12:31:02 02/22/22	2100 Redding Rancheria Rd
22S005422	488R	S07	SCSO	09:14:38 02/22/22	2100 Redding Rancheria Rd
22S005322	PROPL	S07	SCSO	01:25:12 02/21/22	2100 Redding Rancheria Rd
22S005206	1018	S07	SCSO	20:44:45 02/19/22	2100 Redding Rancheria Rd
22S005005	VEH	S07	SCSO	23:26:40 02/17/22	2100 Redding Rancheria Rd
22S003777	415V	S07	SCSO	22:49:21 02/05/22	2100 Redding Rancheria Rd
22S003543	415	S07	SCSO	18:26:30 02/03/22	2100 Redding Rancheria Rd
22S003175	415R	S07	SCSO	19:02:31 01/31/22	2100 Redding Rancheria Rd
22S002849	487R	S07	SCSO	12:33:53 01/28/22	2100 Redding Rancheria Rd
22S002678	SUSACT	S07	SCSO	06:18:21 01/27/22	2100 Redding Rancheria Rd
22S002668	602	S07	SCSO	23:22:57 01/26/22	2100 Redding Rancheria Rd
22S002566	ASTOA	S07	SCSO	01:23:37 01/26/22	2100 Redding Rancheria Rd
22S002428	ASTFIR	S07	SCSO	22:42:47 01/24/22	2100 Redding Rancheria Rd
22S002221	488R	S07	SCSO	19:54:22 01/22/22	2100 Redding Rancheria Rd
22S002160	PED	S07	SCSO	02:40:10 01/22/22	2100 Redding Rancheria Rd
22S002159	10851REC	S07	SCSO	00:55:10 01/22/22	2100 Redding Rancheria Rd
22S002138	WAR	S07	SCSO	22:19:15 01/21/22	2100 Redding Rancheria Rd
22S700033	488	S07	SCSO	17:36:29 01/18/22	2100 Redding Rancheria Rd

22S001565	602	S07	SCSO	02:38:43 01/17/22	2100 Redding Rancheria Rd
22S001478	FOL	S07	SCSO	00:50:51 01/16/22	2100 Redding Rancheria Rd
22S001469	488R	S07	SCSO	23:56:56 01/15/22	2100 Redding Rancheria Rd
22S001372	OV	S07	SCSO	23:17:45 01/14/22	2100 Redding Rancheria Rd
22S001370	1018	S07	SCSO	23:00:32 01/14/22	2100 Redding Rancheria Rd
22S001265	OV	S07	SCSO	02:38:30 01/14/22	2100 Redding Rancheria Rd
22S001068	242R	S07	SCSO	00:24:06 01/12/22	2100 Redding Rancheria Rd
22S000918	488R	S07	SCSO	08:12:23 01/10/22	2100 Redding Rancheria Rd
22S000710	PROPL	S07	SCSO	18:23:12 01/07/22	2100 Redding Rancheria Rd
22S000676	1018	S07	SCSO	13:46:00 01/07/22	2100 Redding Rancheria Rd
22S000634	415UNK	S07	SCSO	22:26:45 01/06/22	2100 Redding Rancheria Rd
22S000511	488R	S07	SCSO	19:22:59 01/05/22	2100 Redding Rancheria Rd
21S041260	415R	S07	SCSO	17:11:57 12/27/21	2100 Redding Rancheria Rd
21S041017	WAR	S07	SCSO	19:48:15 12/24/21	2100 Redding Rancheria Rd
21S040679	488AR	S07	SCSO	09:41:59 12/21/21	2100 Redding Rancheria Rd
21S040547	FOL	S07	SCSO	09:50:38 12/20/21	2100 Redding Rancheria Rd
21S040476	FOL	S07	SCSO	13:23:58 12/19/21	2100 Redding Rancheria Rd
21S040339	488R	S07	SCSO	14:50:31 12/17/21	2100 Redding Rancheria Rd
21S040214	488R	S07	SCSO	23:19:44 12/16/21	2100 Redding Rancheria Rd
21S040195	487	S07	SCSO	17:51:36 12/16/21	2100 Redding Rancheria Rd
21S040173	488R	S07	SCSO	14:31:36 12/16/21	2100 Redding Rancheria Rd
21S040133	488R	S07	SCSO	07:32:46 12/16/21	2100 Redding Rancheria Rd
21S040008	242	S07	SCSO	19:53:00 12/14/21	2100 Redding Rancheria Rd
21S039951	FOL	S07	SCSO	10:11:43 12/14/21	2100 Redding Rancheria Rd
21S039917	OICI	S07	SCSO	00:04:18 12/14/21	2100 Redding Rancheria Rd
21S039666	242R	S07	SCSO	03:59:52 12/11/21	2100 Redding Rancheria Rd
21S039660	1018	S07	SCSO	00:31:05 12/11/21	2100 Redding Rancheria Rd
21S039372	602	S07	SCSO	10:37:39 12/08/21	2100 Redding Rancheria Rd
21S038966	1018	S07	SCSO	00:44:36 12/04/21	2100 Redding Rancheria Rd
21S038965	1018	S07	SCSO	00:44:25 12/04/21	2100 Redding Rancheria Rd
21S038941	1018	S07	SCSO	20:35:03 12/03/21	2100 Redding Rancheria Rd
21S038849	594	S07	SCSO	03:09:14 12/03/21	2100 Redding Rancheria Rd
21S038719	415	S07	SCSO	17:32:48 12/01/21	2100 Redding Rancheria Rd
21S038506	459R	S07	SCSO	07:44:19 11/30/21	2100 Redding Rancheria Rd
21S038218	1018	S07	SCSO	22:08:58 11/26/21	2100 Redding Rancheria Rd
21S038181	1018	S07	SCSO	15:12:41 11/26/21	2100 Redding Rancheria Rd
21S037852	488R	S07	SCSO	09:15:04 11/23/21	2100 Redding Rancheria Rd
21S037385	488R	S07	SCSO	08:51:06 11/18/21	2100 Redding Rancheria Rd
21S037357	VEH	S07	SCSO	03:12:44 11/18/21	2100 Redding Rancheria Rd
21S037248	602	S07	SCSO	22:27:43 11/16/21	2100 Redding Rancheria Rd
21S037068	488R	S07	SCSO	11:38:38 11/15/21	2100 Redding Rancheria Rd
21S036964	SUSACTR	S07	SCSO	10:04:56 11/14/21	2100 Redding Rancheria Rd
21S036678	1018	S07	SCSO	21:14:47 11/11/21	2100 Redding Rancheria Rd
21S036599	1018	S07	SCSO	05:23:41 11/11/21	2100 Redding Rancheria Rd
21S036309	487R	S07	SCSO	17:51:07 11/08/21	2100 Redding Rancheria Rd
21S036214	647F	S07	SCSO	21:52:22 11/07/21	2100 Redding Rancheria Rd
21S036001	415R	S07	SCSO	15:45:36 11/05/21	2100 Redding Rancheria Rd

21S035419	415R	S07	SCSO	02:43:56	10/31/21	2100 Redding Rancheria Rd
21S035413	415P	S07	SCSO	02:06:10	10/31/21	2100 Redding Rancheria Rd
21S035411	SUBGUN	S07	SCSO	01:23:15	10/31/21	2100 Redding Rancheria Rd
21S035396	OV	S07	SCSO	23:19:34	10/30/21	2100 Redding Rancheria Rd
21S035230	WAR	S07	SCSO	10:57:55	10/29/21	2100 Redding Rancheria Rd
21S035211	1018	S07	SCSO	01:03:50	10/29/21	2100 Redding Rancheria Rd
21S035196	1018	S07	SCSO	21:42:09	10/28/21	2100 Redding Rancheria Rd
21S035080	1018	S07	SCSO	00:38:32	10/28/21	2100 Redding Rancheria Rd
21S034845	WAR	S07	SCSO	14:28:19	10/25/21	2100 Redding Rancheria Rd
21S034628	WAR	S07	SCSO	00:11:34	10/23/21	2100 Redding Rancheria Rd
21S034624	ASTOA	S07	SCSO	23:49:13	10/22/21	2100 Redding Rancheria Rd
21S034476	1018	S07	SCSO	15:06:54	10/21/21	2100 Redding Rancheria Rd
21S034412	459AR	S07	SCSO	04:09:18	10/21/21	2100 Redding Rancheria Rd
21S034397	488R	S07	SCSO	22:16:43	10/20/21	2100 Redding Rancheria Rd
21S034366	602	S07	SCSO	16:23:39	10/20/21	2100 Redding Rancheria Rd
21S034037	166R	S07	SCSO	22:58:50	10/16/21	2100 Redding Rancheria Rd
21S033840	1018	S07	SCSO	23:18:29	10/14/21	2100 Redding Rancheria Rd
21S033693	1018	S07	SCSO	20:22:13	10/13/21	2100 Redding Rancheria Rd
21S033500	415R	S07	SCSO	04:05:56	10/12/21	2100 Redding Rancheria Rd
21S033311	SUSACT	S07	SCSO	03:48:56	10/10/21	2100 Redding Rancheria Rd
21S033299	415	S07	SCSO	23:36:17	10/09/21	2100 Redding Rancheria Rd
21S033197	1018	S07	SCSO	21:48:24	10/08/21	2100 Redding Rancheria Rd
21S033196	1018	S07	SCSO	21:37:34	10/08/21	2100 Redding Rancheria Rd
21S032983	1018	S07	SCSO	01:39:01	10/07/21	2100 Redding Rancheria Rd
21S032937	488R	S07	SCSO	16:11:56	10/06/21	2100 Redding Rancheria Rd
21S032820	488R	S07	SCSO	20:08:57	10/05/21	2100 Redding Rancheria Rd
21S032781	602	S07	SCSO	13:56:26	10/05/21	2100 Redding Rancheria Rd
21S032471	415N	S07	SCSO	23:13:51	10/02/21	2100 Redding Rancheria Rd
21S032455	ASTWC	S07	SCSO	22:15:38	10/02/21	2100 Redding Rancheria Rd
21S032409	MPAD	S07	SCSO	13:30:40	10/02/21	2100 Redding Rancheria Rd
21S032384	K9AST	S07	SCSO	09:44:04	10/02/21	2100 Redding Rancheria Rd
21S032383	1018	S07	SCSO	09:41:44	10/02/21	2100 Redding Rancheria Rd
21S032382	1018	S07	SCSO	09:19:52	10/02/21	2100 Redding Rancheria Rd
21S032350	1018	S07	SCSO	23:47:15	10/01/21	2100 Redding Rancheria Rd
21S032259	488AR	S07	SCSO	09:29:39	10/01/21	2100 Redding Rancheria Rd
21S032231	1018	S07	SCSO	02:18:59	10/01/21	2100 Redding Rancheria Rd
21S032059	1018	S07	SCSO	03:51:58	09/30/21	2100 Redding Rancheria Rd
21S031761	SUSACT	S07	SCSO	18:22:42	09/27/21	2100 Redding Rancheria Rd
21S030894	415R	S07	SCSO	13:23:11	09/19/21	2100 Redding Rancheria Rd
21S030744	488R	S07	SCSO	19:34:32	09/17/21	2100 Redding Rancheria Rd
21S030635	1018	S07	SCSO	00:54:56	09/17/21	2100 Redding Rancheria Rd
21S030484	1018	S07	SCSO	22:12:19	09/15/21	2100 Redding Rancheria Rd
21S030461	FINANCIALR	S07	SCSO	16:58:31	09/15/21	2100 Redding Rancheria Rd
21S030370	415UNK	S07	SCSO	02:27:10	09/15/21	2100 Redding Rancheria Rd
21S030363	415	S07	SCSO	23:41:51	09/14/21	2100 Redding Rancheria Rd
21S030315	487R	S07	SCSO	12:47:43	09/14/21	2100 Redding Rancheria Rd
21S030266	602	S07	SCSO	01:11:40	09/14/21	2100 Redding Rancheria Rd

21S030219	488R	S07	SCSO	15:13:49 09/13/21	2100 Redding Rancheria Rd
21S030213	488R	S07	SCSO	13:25:41 09/13/21	2100 Redding Rancheria Rd
21S030120	415	S07	SCSO	19:21:58 09/12/21	2100 Redding Rancheria Rd
21S029734	488R	S07	SCSO	18:28:19 09/08/21	2100 Redding Rancheria Rd
21S029534	PED	S07	SCSO	06:01:06 09/07/21	2100 Redding Rancheria Rd
21S029441	1018	S07	SCSO	04:29:30 09/06/21	2100 Redding Rancheria Rd
21S029437	1018	S07	SCSO	03:23:54 09/06/21	2100 Redding Rancheria Rd
21S029330	415	S07	SCSO	23:44:24 09/04/21	2100 Redding Rancheria Rd
21S029224	415	S07	SCSO	22:49:47 09/03/21	2100 Redding Rancheria Rd
21S029105	1018	S07	SCSO	00:39:08 09/03/21	2100 Redding Rancheria Rd
21S029083	1018	S07	SCSO	21:23:18 09/02/21	2100 Redding Rancheria Rd
21S029035	23103	S07	SCSO	13:54:20 09/02/21	2100 Redding Rancheria Rd
21S029008	VEHTS	S07	SCSO	10:11:47 09/02/21	2100 Redding Rancheria Rd
21S028861	459AR	S07	SCSO	06:43:50 09/01/21	2100 Redding Rancheria Rd
21S028477	488R	S07	SCSO	11:45:50 08/28/21	2100 Redding Rancheria Rd
21S028429	WAR	S07	SCSO	23:19:02 08/27/21	2100 Redding Rancheria Rd
21S028413	1018	S07	SCSO	20:42:56 08/27/21	2100 Redding Rancheria Rd
21S028393	488R	S07	SCSO	16:53:37 08/27/21	2100 Redding Rancheria Rd
21S028384	488AR	S07	SCSO	14:51:48 08/27/21	2100 Redding Rancheria Rd
21S028336	1018	S07	SCSO	10:10:07 08/27/21	2100 Redding Rancheria Rd
21S028247	594R	S07	SCSO	15:44:22 08/26/21	2100 Redding Rancheria Rd
21S028195	PROPF	S07	SCSO	08:41:55 08/26/21	2100 Redding Rancheria Rd
21S028162	OV	S07	SCSO	23:20:02 08/25/21	2100 Redding Rancheria Rd
21S028044	CVC	S07	SCSO	23:58:43 08/24/21	2100 Redding Rancheria Rd
21S027879	WAR	S07	SCSO	16:50:39 08/23/21	2100 Redding Rancheria Rd
21S027786	487	S07	SCSO	02:07:58 08/23/21	2100 Redding Rancheria Rd
21S027580	1018	S07	SCSO	00:22:32 08/21/21	2100 Redding Rancheria Rd
21S027579	PED	S07	SCSO	00:21:49 08/21/21	2100 Redding Rancheria Rd
21S027578	1018	S07	SCSO	00:13:07 08/21/21	2100 Redding Rancheria Rd
21S027550	VEH	S07	SCSO	18:24:11 08/20/21	2100 Redding Rancheria Rd
21S027476	SUSACT	S07	SCSO	03:49:43 08/20/21	2100 Redding Rancheria Rd
21S027327	415	S07	SCSO	03:08:48 08/19/21	2100 Redding Rancheria Rd
21S027093	PED	S07	SCSO	04:25:20 08/17/21	2100 Redding Rancheria Rd
21S027080	ASTOA	S07	SCSO	01:30:45 08/17/21	2100 Redding Rancheria Rd
21S026950	1018	S07	SCSO	21:22:42 08/15/21	2100 Redding Rancheria Rd
21S026862	415UNK	S07	SCSO	20:36:02 08/14/21	2100 Redding Rancheria Rd
21S026720	488R	S07	SCSO	16:34:44 08/13/21	2100 Redding Rancheria Rd
21S026651	647F	S07	SCSO	02:42:52 08/13/21	2100 Redding Rancheria Rd
21S026650	1018	S07	SCSO	02:21:40 08/13/21	2100 Redding Rancheria Rd
21S026649	VEH	S07	SCSO	02:18:09 08/13/21	2100 Redding Rancheria Rd
21S026648	WAR	S07	SCSO	02:04:13 08/13/21	2100 Redding Rancheria Rd
21S026647	OV	S07	SCSO	02:00:10 08/13/21	2100 Redding Rancheria Rd
21S026588	459AR	S07	SCSO	16:44:01 08/12/21	2100 Redding Rancheria Rd
21S026038	242R	S07	SCSO	11:55:43 08/08/21	2100 Redding Rancheria Rd
21S026024	594	S07	SCSO	03:44:31 08/08/21	2100 Redding Rancheria Rd
21S025985	1018	S07	SCSO	20:25:41 08/07/21	2100 Redding Rancheria Rd
21S025905	1018	S07	SCSO	02:22:40 08/07/21	2100 Redding Rancheria Rd

21S025902	VEH	S07	SCSO	01:48:05 08/07/21	2100 Redding Rancheria Rd
21S025891	1018	S07	SCSO	00:32:34 08/07/21	2100 Redding Rancheria Rd
21S025732	ASTADV	S07	SCSO	15:39:02 08/05/21	2100 Redding Rancheria Rd
21S025570	488R	S07	SCSO	13:09:02 08/04/21	2100 Redding Rancheria Rd
21S025524	488R	S07	SCSO	08:57:43 08/04/21	2100 Redding Rancheria Rd
21S025378	459AR	S07	SCSO	09:47:40 08/03/21	2100 Redding Rancheria Rd
21S025215	VEH	S07	SCSO	03:01:02 08/02/21	2100 Redding Rancheria Rd
21S025214	PED	S07	SCSO	02:54:33 08/02/21	2100 Redding Rancheria Rd
21S025210	OV	S07	SCSO	02:42:55 08/02/21	2100 Redding Rancheria Rd
21S025189	OV	S07	SCSO	22:21:27 08/01/21	2100 Redding Rancheria Rd
21S025144	166R	S07	SCSO	14:18:56 08/01/21	2100 Redding Rancheria Rd
21S025100	415P	S07	SCSO	00:55:16 08/01/21	2100 Redding Rancheria Rd
21S025027	488R	S07	SCSO	11:28:30 07/31/21	2100 Redding Rancheria Rd
21S025004	242	S07	SCSO	01:56:03 07/31/21	2100 Redding Rancheria Rd
21S024995	VEH	S07	SCSO	00:22:01 07/31/21	2100 Redding Rancheria Rd
21S024883	242R	S07	SCSO	06:46:34 07/30/21	2100 Redding Rancheria Rd
21S024863	WAR	S07	SCSO	01:32:55 07/30/21	2100 Redding Rancheria Rd
21S024862	PED	S07	SCSO	01:28:31 07/30/21	2100 Redding Rancheria Rd
21S024858	WAR	S07	SCSO	00:20:50 07/30/21	2100 Redding Rancheria Rd
21S024849	242R	S07	SCSO	21:49:10 07/29/21	2100 Redding Rancheria Rd
21S024745	488R	S07	SCSO	05:37:25 07/29/21	2100 Redding Rancheria Rd
21S024663	488R	S07	SCSO	10:30:55 07/28/21	2100 Redding Rancheria Rd
21S024587	415V	S07	SCSO	14:19:55 07/27/21	2100 Redding Rancheria Rd
21S024485	488	S07	SCSO	14:50:46 07/26/21	2100 Redding Rancheria Rd
21S024305	1018	S07	SCSO	19:43:46 07/24/21	2100 Redding Rancheria Rd
21S024238	PED	S07	SCSO	01:46:32 07/24/21	2100 Redding Rancheria Rd
21S024233	PED	S07	SCSO	00:33:04 07/24/21	2100 Redding Rancheria Rd
21S024224	1018	S07	SCSO	23:15:23 07/23/21	2100 Redding Rancheria Rd
21S023960	487R	S07	SCSO	19:53:19 07/21/21	2100 Redding Rancheria Rd
21S023664	ANIMAL	S07	SCSO	08:49:03 07/19/21	2100 Redding Rancheria Rd
21S023562	415	S07	SCSO	03:53:49 07/18/21	2100 Redding Rancheria Rd
21S023335	OV	S07	SCSO	00:29:28 07/16/21	2100 Redding Rancheria Rd
21S023332	VEH	S07	SCSO	00:04:08 07/16/21	2100 Redding Rancheria Rd
21S023330	PED	S07	SCSO	23:55:13 07/15/21	2100 Redding Rancheria Rd
21S023155	CIVSVC	S07	SCSO	13:24:32 07/14/21	2100 Redding Rancheria Rd
21S023059	488R	S07	SCSO	18:19:15 07/13/21	2100 Redding Rancheria Rd
21S022689	PROPL	S07	SCSO	10:40:02 07/10/21	2100 Redding Rancheria Rd
21S022675	MANDWN	S07	SCSO	03:59:48 07/10/21	2100 Redding Rancheria Rd
21S022523	WAR	S07	SCSO	01:21:12 07/09/21	2100 Redding Rancheria Rd
21S022482	K9AST	S07	SCSO	16:49:49 07/08/21	2100 Redding Rancheria Rd
21S022475	WAR	S07	SCSO	15:46:04 07/08/21	2100 Redding Rancheria Rd
21S022416	1018	S07	SCSO	03:10:48 07/08/21	2100 Redding Rancheria Rd
21S022414	OV	S07	SCSO	02:22:58 07/08/21	2100 Redding Rancheria Rd
21S022409	WAR	S07	SCSO	01:17:13 07/08/21	2100 Redding Rancheria Rd
21S022408	PED	S07	SCSO	00:55:24 07/08/21	2100 Redding Rancheria Rd
21S022370	PROPL	S07	SCSO	17:03:47 07/07/21	2100 Redding Rancheria Rd
21S022269	PROPL	S07	SCSO	20:02:39 07/06/21	2100 Redding Rancheria Rd

21S021866	ANIMAL	S07	SCSO	07:12:51 07/03/21	2100 Redding Rancheria Rd
21S021586	ASTWC	S07	SCSO	02:25:42 07/01/21	2100 Redding Rancheria Rd
21S021489	488R	S07	SCSO	06:49:22 06/30/21	2100 Redding Rancheria Rd
21S021468	488R	S07	SCSO	01:56:56 06/30/21	2100 Redding Rancheria Rd
21S021443	488R	S07	SCSO	20:32:53 06/29/21	2100 Redding Rancheria Rd
21S021362	WAR	S07	SCSO	09:16:40 06/29/21	2100 Redding Rancheria Rd
21S021357	487R	S07	SCSO	07:38:38 06/29/21	2100 Redding Rancheria Rd
21S021327	487R	S07	SCSO	21:07:58 06/28/21	2100 Redding Rancheria Rd
21S021213	459AR	S07	SCSO	16:46:46 06/27/21	2100 Redding Rancheria Rd
21S021167	1018	S07	SCSO	05:05:16 06/27/21	2100 Redding Rancheria Rd
21S021166	1018	S07	SCSO	04:53:01 06/27/21	2100 Redding Rancheria Rd
21S021052	WAR	S07	SCSO	04:09:25 06/26/21	2100 Redding Rancheria Rd
21S021041	VEH	S07	SCSO	01:56:52 06/26/21	2100 Redding Rancheria Rd
21S020940	CVC	S07	SCSO	08:53:38 06/25/21	2100 Redding Rancheria Rd
21S020922	594R	S07	SCSO	02:53:40 06/25/21	2100 Redding Rancheria Rd
21S020872	415R	S07	SCSO	19:43:12 06/24/21	2100 Redding Rancheria Rd
21S020861	PROPL	S07	SCSO	18:09:22 06/24/21	2100 Redding Rancheria Rd
21S020774	1018	S07	SCSO	00:08:03 06/24/21	2100 Redding Rancheria Rd
21S020772	1018	S07	SCSO	00:03:42 06/24/21	2100 Redding Rancheria Rd
21S020709	594	S07	SCSO	15:15:08 06/23/21	2100 Redding Rancheria Rd
21S020619	415	S07	SCSO	21:56:56 06/22/21	2100 Redding Rancheria Rd
21S020582	487R	S07	SCSO	15:39:25 06/22/21	2100 Redding Rancheria Rd
21S020357	1018	S07	SCSO	01:08:58 06/21/21	2100 Redding Rancheria Rd
21S020174	WAR	S07	SCSO	22:35:19 06/18/21	2100 Redding Rancheria Rd
21S020054	SUSACT	S07	SCSO	02:53:56 06/18/21	2100 Redding Rancheria Rd
21S020046	PROPF	S07	SCSO	01:30:55 06/18/21	2100 Redding Rancheria Rd
21S019923	1018	S07	SCSO	00:40:37 06/17/21	2100 Redding Rancheria Rd
21S019909	488R	S07	SCSO	22:15:37 06/16/21	2100 Redding Rancheria Rd
21S019908	1018	S07	SCSO	22:09:29 06/16/21	2100 Redding Rancheria Rd
21S019799	487R	S07	SCSO	00:47:40 06/16/21	2100 Redding Rancheria Rd
21S019670	488R	S07	SCSO	05:14:33 06/15/21	2100 Redding Rancheria Rd
21S019431	WAR	S07	SCSO	03:40:17 06/13/21	2100 Redding Rancheria Rd
21S019307	488R	S07	SCSO	05:13:49 06/12/21	2100 Redding Rancheria Rd
21S019296	WAR	S07	SCSO	03:19:24 06/12/21	2100 Redding Rancheria Rd
21S019294	WAR	S07	SCSO	02:52:11 06/12/21	2100 Redding Rancheria Rd
21S019146	594R	S07	SCSO	19:49:02 06/10/21	2100 Redding Rancheria Rd
21S019018	148	S07	SCSO	20:39:53 06/09/21	2100 Redding Rancheria Rd
21S019017	488R	S07	SCSO	19:23:01 06/09/21	2100 Redding Rancheria Rd
21S018982	MPOVER	S07	SCSO	11:58:23 06/09/21	2100 Redding Rancheria Rd
21S018592	594R	S07	SCSO	07:47:58 06/06/21	2100 Redding Rancheria Rd
21S018465	WAR	S07	SCSO	23:53:09 06/04/21	2100 Redding Rancheria Rd
21S018315	1018	S07	SCSO	21:15:17 06/03/21	2100 Redding Rancheria Rd
21S018300	SUSACT	S07	SCSO	18:59:18 06/03/21	2100 Redding Rancheria Rd
21S018162	WAR	S07	SCSO	22:58:58 06/02/21	2100 Redding Rancheria Rd
21S017933	1018	S07	SCSO	07:46:05 06/01/21	2100 Redding Rancheria Rd
21S017931	417R	S07	SCSO	06:43:22 06/01/21	2100 Redding Rancheria Rd
21S017884	417R	S07	SCSO	20:00:19 05/31/21	2100 Redding Rancheria Rd

21S017848	415R	S07	SCSO	14:12:24 05/31/21	2100 Redding Rancheria Rd
21S017694	488R	S07	SCSO	05:26:29 05/30/21	2100 Redding Rancheria Rd
21S017568	459	S07	SCSO	02:45:06 05/29/21	2100 Redding Rancheria Rd
21S017496	PROPL	S07	SCSO	14:47:01 05/28/21	2100 Redding Rancheria Rd
21S017328	WAR	S07	SCSO	12:12:39 05/27/21	2100 Redding Rancheria Rd
21S017271	1018	S07	SCSO	01:28:33 05/27/21	2100 Redding Rancheria Rd
21S017253	594	S07	SCSO	22:46:59 05/26/21	2100 Redding Rancheria Rd
21S017143	1018	S07	SCSO	08:56:22 05/26/21	2100 Redding Rancheria Rd
21S017110	488AR	S07	SCSO	21:17:20 05/25/21	2100 Redding Rancheria Rd
21S017065	488AR	S07	SCSO	15:08:10 05/25/21	2100 Redding Rancheria Rd
21S016784	415P	S07	SCSO	01:57:41 05/23/21	2100 Redding Rancheria Rd
21S016685	WAR	S07	SCSO	01:31:47 05/22/21	2100 Redding Rancheria Rd
21S016682	647F	S07	SCSO	00:38:09 05/22/21	2100 Redding Rancheria Rd
21S016659	602	S07	SCSO	20:59:29 05/21/21	2100 Redding Rancheria Rd
21S016545	1018	S07	SCSO	02:22:44 05/21/21	2100 Redding Rancheria Rd
21S016539	WAR	S07	SCSO	01:52:53 05/21/21	2100 Redding Rancheria Rd
21S016524	1018	S07	SCSO	23:33:58 05/20/21	2100 Redding Rancheria Rd
21S016522	1018	S07	SCSO	23:21:12 05/20/21	2100 Redding Rancheria Rd
21S016511	WAR	S07	SCSO	21:41:29 05/20/21	2100 Redding Rancheria Rd
21S016395	488R	S07	SCSO	02:18:11 05/20/21	2100 Redding Rancheria Rd
21S016392	1018	S07	SCSO	01:55:25 05/20/21	2100 Redding Rancheria Rd
21S016251	488R	S07	SCSO	01:28:14 05/19/21	2100 Redding Rancheria Rd
21S016165	647F	S07	SCSO	11:19:23 05/18/21	2100 Redding Rancheria Rd
21S015805	WAR	S07	SCSO	01:59:21 05/15/21	2100 Redding Rancheria Rd
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EXHIBIT E

RECLAMATION

Managing Water in the West

Environmental Assessment

Upper Sacramento River Anadromous Fish Habitat Restoration Program

U.S. Department of the Interior
Bureau of Reclamation
Mid Pacific Region

January 2016

Mission Statements

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

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List of Acronyms and Abbreviations

ACID	Anderson-Cottonwood Irrigation District
BA	Biological Assessment
BLM	Bureau of Land Management
BMP	Best Management Practices
CA	California
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CAL-FIRE	California Department of Forestry and Fire Protection
CARB	California Air Resources Board
CCAA	California Clean Air Act
CDFW	California Department of Fish and Wildlife
CEQ	Council on Environmental Quality
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
cfs	cubic feet per second
CNDDB	California Natural Diversity Database
CO	Carbon monoxide
Corps	US Army Corps of Engineers
CRF	California Red-legged frog
CVFPB	Central Valley Flood Protection Board
CVPIA	Central Valley Project Improvement Act
CWA	Clean Water Act
dB	decibel
DOI	Department of the Interior
DPS	Distinct Population Segment
DWR	Department of Water Resources
EA	Environmental Assessment
EFH	Essential Fish Habitat
ESU	Evolutionarily Significant Unit
EO	Executive Order
FWS	Fish and Wildlife Service
GCID	Glenn-Colusa Irrigation District
GHG	Greenhouse Gas
HCP	Habitat Conservation Plan
L_{eq}	Equivalent sound level
L_{max}	Maximum sound level
LOS	Level of Service
LWD	Large woody debris
MBTA	Migratory Bird Treaty Act
MDM	Mount Diablo Meridian
mph	Miles per hour
NAAQS	National Ambient Air Quality Standards
NCCP	Natural Community Conservation Planning
NEPA	National Environmental Policy Act

NMFS	National Marine Fisheries Service
NO_x	Nitrogen oxides
NPPA	Native Plant Protection Act
NSVAB	Northern Sacramento Valley Air Basin
O_3	Ozone
OHWM	Ordinary High Water Mark
OSA	Open Space Area
OSHA	Occupational Safety and Health Administration
PCE	Primary Constituent Elements
PM	Particulate matter
Quad	Quadrangle
RBDD	Red Bluff Diversion Dam
Reclamation	Bureau of Reclamation
RM	River mile
RWQCB	Regional Water Quality Control Board
SCAQMD	Shasta County Air Quality Management District
SHPO	State Historic Preservation Officer
SIP	State Implementation Plan
SLC	State Lands Commission
SO_2	Sulfur dioxide
SPCCP	Spill Prevention Control and Countermeasures Plan
SRA	Shaded riverine aquatic
SRRT	Sacramento River Restoration Team
SWRCB	State Water Resources Control Board
TIA	Traffic Impact Analysis
tons/yr	Tons per year
USGS	US Geological Survey
VELB	Valley elderberry longhorn beetle
VOC	Volatile organic compound
WSRCD	Western Shasta Resource Conservation District
WYBC	Western Yellow-billed cuckoo

Section 1 Introduction

In conformance with the National Environmental Policy Act, 42 U.S.C. § 4431 et seq. (NEPA), as amended, the Bureau of Reclamation (Reclamation) has prepared this Environmental Assessment (EA) to evaluate and disclose potential environmental impacts associated with implementation of the Upper Sacramento River Anadromous Fish Habitat Restoration Program (Proposed Action).

This EA describes the existing environmental resources in the project area, evaluates the impacts of the No Action and Proposed Action alternatives on the resources, and proposes measures to avoid, minimize, or mitigate any adverse impacts. This EA was prepared in accordance with NEPA, Council on Environmental Quality (CEQ) regulations (40 Code of Federal Regulations (CFR) 1500-1508), and Department of the Interior Regulations (43 CFR Part 46).

1.1 Background

The Central Valley Project Improvement Act (CVPIA), section 3406 (b)(13) directs the Department of the Interior (DOI) to develop and implement a continuing program for the purpose of restoring and replenishing, as needed, salmonid spawning gravel lost due to the construction and operation of Central Valley Project dams and other actions that have reduced the availability of spawning gravel and rearing habitat in the Sacramento River from Keswick Dam to Red Bluff Diversion Dam (RBDD)[1]. This CVPIA program may include preventive measures, such as re-establishment of meander belts and limitations on future bank protection activities, in order to avoid further losses of instream and riparian habitat. The CVPIA Programmatic Environmental Impact Statement (DOI 1999) included habitat restoration projects between Keswick Dam and Red Bluff that are now being analyzed in more detail in this assessment.

In 2014, the National Marine Fisheries Service (NMFS) released the *Central Valley Salmon and Steelhead Recovery Plan*, which identifies two salmonid conservation principles: 1) recovery cannot be achieved without sufficient habitat; and 2) species with restricted spatial distribution are at a higher risk of extinction from catastrophic environmental events. The plan identifies lack of spawning gravel as one of the key threats below Keswick Dam and outlines a recovery action to develop a long-term gravel augmentation plan to increase and maintain spawning habitat. The plan also identifies loss of riparian habitat, instream cover, and floodplain habitat affecting juvenile rearing and outmigration and places priority on restoring and maintaining riparian and floodplain ecosystems along both banks of the Sacramento River to provide a diversity of habitat types.

[1] Red Bluff Diversion Dam is no longer operational but is included in reference to the geographical location of the structure.

Between 2002 and 2013, gravel has been placed on two sites in the upper Sacramento River[2]. The Keswick and Salt Creek injection sites are located on the right bank approximately 300 yards and 1.5 miles downstream from Keswick Dam, respectively. Gravel was placed on the edge of the channel and high flows have distributed the gravel within the river channel to be used for spawning and rearing. Since 1997, the CVPIA program has placed approximately 220,000 tons of gravel at these two sites. California Department of Fish and Wildlife (CDFW) aerial redd surveys and instream gravel locations show that Chinook Salmon are referentially using injected gravel that was placed at the Keswick Dam and Salt Creek sites. In 2014 Glenn Colusa Irrigation District restored side channel habitat at the Painter's Riffle site downstream of the Highway 44 bridge in Redding.

In August 2013, North State Resources, Inc. prepared for Reclamation the *Sacramento River Spawning Gravel Restoration and Monitoring: Alternatives Information for Spawning Gravel Injection and Restoration Sites between Keswick Dam and Clear Creek*. The purpose of the report was to identify potential augmentation sites, particularly in depleted reaches of the upper Sacramento River. Potential restoration methods, quantities, site design and basis for selection in the report informed the development of this EA.

The CVPIA Sacramento River Restoration Team (SRRT) is an interagency group with members including Reclamation, Western Shasta Resource Conservation District (WSRCD), Department of Water Resources (DWR), U.S. Fish and Wildlife Service (USFWS), CDFW, NMFS, the City of Redding, and the State Water Resources Control Board (SWRCB). The SRRT was formed to provide technical support in the development of future spawning and rearing habitat restoration projects in the Sacramento River. In January 2014, members of the SRRT completed preliminary surveys of several of the sites for design, wetland, biological and cultural considerations. City of Redding personnel toured several of the sites and gave input on feasibility, and the site list and footprints were subsequently refined. In September 2014, a larger group, including DWR engineering staff, visited several of the sites and refined the site design ideas.

1.2 Purpose and Need for the Project

The purpose of the Proposed Action is to increase and improve Chinook Salmon and steelhead spawning and rearing habitat by replenishing spawning gravel and restoring and establishing additional side-channel habitat. The need for the action derives from the declines of naturally spawned salmonid stocks due in part to loss of spawning and rearing habitat through curtailment of gravel recruitment due to blockage of the river channel by dams and the alteration in flow patterns.

[2] Upper Sacramento River refers to the reach between Red Bluff and Shasta Dam.

Section 2 Alternatives Including the Proposed Action

This EA considers two possible alternatives: the No Action Alternative and the Proposed Action. The No Action Alternative reflects future conditions without the Proposed Action and serves as a basis of comparison for determining potential impacts to the human environment that would result from implementation of the Proposed Action.

Identification of the reasonable range of alternatives for this EA was based upon consideration of the need to increase and improve salmon and steelhead spawning and rearing habitat in the Sacramento River. Additional alternatives, including varied amounts of gravel and rearing habitat, were considered but eliminated due to them being substantially similar in design and impacts as the Proposed Action (40 C.F.R. § 1502.14(a)).

2.1 No Action Alternative

Under the No Action Alternative, Reclamation would not place gravel in the Sacramento River below Keswick Dam, nor would side-channels be developed. Spawning and rearing habitat restoration would not occur in this reach of the river, leaving the reach in a deteriorated condition as spawning and rearing habitat for salmonids. Further declines in habitat quality would be likely.

2.2 Proposed Action Alternative

Reclamation proposes to create new side channels, modify existing side channels, and place gravel and instream habitat structure in the Sacramento River between Keswick Dam and Red Bluff. Existing side channels and floodplain areas would be modified to function over a range of flows consistent with the current hydrograph and new side channels would be created. Gravel would be placed to improve spawning at specific locations and to replenish spawning gravel downstream that is not replaced by upstream sources. Habitat structure such as woody material and boulders would be incorporated into restoration designs. Restoration actions included under the Proposed Action would occur through the year 2030.

Work would be conducted within a 59-mile reach of the river downstream of Keswick Dam to RBDD (project area). The actual rearing habitat improvement and gravel placement work would occur in smaller footprints at selected sites (Appendix A). A total of 13 sites have been identified to date in which one or more restoration activities would occur. Gravel placement at the currently identified sites would cover approximately 40 acres and currently identified side-channel establishment would result in approximately 37 acres of new or re-connected side-channel habitat.

Although 13 sites are currently identified for restoration, additional sites could be added using specific criteria developed for the environmental analyses provided in this EA. Restoration activities are anticipated to be completed at up to three sites per year through 2030. In addition to the 13 sites already identified, restoration activities at approximately 15 gravel augmentation sites (including riffle supplementation) and 15 side channel sites could be completed by 2030. Additionally, gravel placement could continue to occur annually at the Keswick Dam and Salt Creek sites identified below.

Instream work would be done at lower river flows (less than15,000 cubic feet per second (cfs) at Keswick Dam and Salt Creek sites and less than10,000 cfs at all other locations) and during time periods to minimize impacts on ESA listed species. Work mobilizing gravel and equipment to the sites and involving excavation out of the water could occur outside of fish timing windows; however, all in-water work with a connection to the main channel would be confined to appropriate timing windows and suitable river flows.

All equipment used in or near the river would be properly cleaned to prevent any hazardous materials from entering the river, and spill containment materials would be on site in case of an accidental discharge. Reclamation personnel and field supervisors would regularly monitor equipment operations to insure environmental compliance. Instream work would be conducted during seasons of the year that are least likely to adversely impact listed fish species.

Designs would be prepared as needed for site specific work. Gravel augmentation would be completed without formal designs at some sites (e.g. Keswick). Sites that incorporate side channel work would include more formal designs. The specific design for each site would be prepared as funding becomes available to conduct the work each year. The fine scale design features would be coordinated with the SRRT. The SRRT may identify additional sites where similar restoration activities (i.e., similar types, size and construction methods) would be beneficial.

Gravel augmentation sites, such as end dump talus cones and lateral berms, would be no more than 20,000 yd^3 and 0.5 acres per site. Riffle supplementation sites would be no more than 20,000 yd^3 in gravel and 12 acres in size.The approximate duration of side channel work would be two to six weeks per site. Instream habitat structure would place no more than 30 boulder clusters, 100 log complexes, and be no more than four acres in size. The approximate duration of habitat structure placement would be three to eight weeks per site.

Construction could occur at up to three sites per year under the Proposed Action, adding up to approximately 20,000 cubic yards (30,000 tons) of gravel at each site. Floodplain and side channel habitat enhancements may occur at up to three sites per year. Gravel augmentation and habitat structure placement could occur annually, as needed.

Gravel Placement

There are nine specific gravel augmentation projects identified in the Proposed Action, with a combined total area of up to approximately 40 acres. Gravel augmentation projects have occurred at several of these same sites in previous years. In addition to specifically identified restoration projects, the Proposed Action includes potential implementation of similar gravel augmentation activities (i.e., similar types, size, and construction methods) at currently unspecified locations between Keswick Dam and RBDD. Gravel augmentation would not necessarily occur at all sites every year and some sites may not be implemented at all, depending on evaluation of monitoring data and the judgment of the SRRT. Some sites may be implemented as needed up to once a year (e.g., recurring gravel injection at Keswick Dam), and other sites would be implemented only once (e.g., Tobiasson Island side channels). In a given year, up to three project sites would be implemented with up to 20,000 cubic yards of gravel placed at any one location and up to a total of 60,000 cubic yards for all three sites within the project area. Following an adaptive management approach, the SRRT would select sites for a given year based on the results of ongoing monitoring within the Upper Sacramento River.

Some augmentation sites may also include floodplain modification and recontouring of the channel. Up to approximately 25,000 cubic yards of material at each site may need to be excavated, sorted, and redeposited in the nearby channel. Larger sites (e.g. Anderson River Park) could include up to 100,000 cubic yards of material movement. Where additional instream grading of gravel is required, an excavator or bulldozer would be used. Existing access routes would be used whenever possible, but some additional clearing or grading may be necessary to provide equipment access to the gravel augmentation sites.

The gravel placed would be uncrushed, rounded “natural river rock” with no sharp edges. It would be a reasonably well-graded mix made using an approximately ¼” screen. The D_{50} (median diameter of sample) of the mix would be around 1 inch to 1-1/2 inch. The gravel would be processed as needed prior to delivery to the sites to remove excessive fine materials and minimize introduction of fine sediments into the river. The gravel would also be free of oils, clay, debris, and organic material. Materials excavated from side-channel work could be used for onsite gravel placement, in accordance with specified criteria.

Gravel would be sized based on general criteria recommended in a letter to CDFW and DWR by the Anadromous Fish Restoration Program (Table 1)(U.S. Fish and Wildlife Service, 2006). The following are the criteria recommended in that letter for targeting Chinook Salmon spawning:

Table 1 - Gravel size criteria specified by USFWS

Particle Size (inches)	Percent Passing	Percent Retained
4" or 5"	95%-100%	0%-5%

2"	75%-85%	15%-30%
1"	40%-50%	50%-60%
3/4"	25%-35%	60%-75%
1/2"	10%-20%	85%-90%
1/4"	0%-5%	95%-100%

The size criteria would be refined from these recommendations as needed based on monitoring results. Gravel sizing would vary from these specifications as needed to meet specific project goals such as for stability of material in the river and to provide better habitat for spawning of smaller sized fish such as steelhead or to encourage or discourage spawning in specific areas. Variations from Table 1 would be coordinated with SRRT and resource agencies to provide the greatest benefit to salmonids.

Stockpile areas would be located within the project site boundaries. Existing improved and unimproved roads would be used by transport trucks to deliver gravel to stockpile areas. Stockpile areas adjacent to the river generally would be about one half acre or less and would be placed in existing clearings where ground disturbance would be minimized.

For purposes of this analysis, tandem transfer trucks (trucks pulling a trailer that can be telescoped into the truck bed) capable of carrying 24 tons would be used for transporting gravel to project sites. Single bed off road trucks capable of carrying approximately 50 tons would be used for transporting gravel within project work sites off of public roads.

Gravel would be placed in the river using dump trucks and front end loaders. At some sites the substrate would be graded with a bulldozer prior to gravel additions to remove armoring (surface layer of larger rock) or to meet topographic design specifications.

For the riffle supplementation, front end loaders would pick up a bucket of gravel from the stockpile and drive from the stockpile into the river and carefully dump the gravel in a manner as to distribute it across the river bottom according to design parameters. Placement would proceed starting from the river access site and working out into the river from there. This would allow the loaders to drive on the newly placed gravel, thereby avoiding driving in overly deep water and distributing fines from the existing substrate. The loaders would distribute the gravel along the river bottom to create the hydraulic conditions necessary for salmonid spawning. This work would use two or three front end loaders for about one month each year. A tracked bulldozer or excavator would be used for grading the existing substrate and placed gravel as needed.

For end dump talus cone and lateral berm sites, gravel would be dumped directly into the river from dump trucks or dumped using front end loaders. The trucks

would originate from a stockpile area or an off-site processing plant. A front end loader would be used as needed to distribute the gravel further into the river.

Floodplain and Side Channel Habitat Enhancements

Floodplain and side channel habitats serve as important refuge and rearing areas for salmonids and these habitats likely contribute substantially to the productive capacity and life history diversity of Chinook Salmon (Sellheim et.al 2015, Lindley et al. 2009, Yoshiyama et al. 1998; Martens and Connolly 2014). However, the number and quality of these habitats have been reduced in the upper Sacramento River as a result of activities such as channel modifications and levee construction (Lindley et al. 2009). There are six specific floodplain and side channel enhancement projects identified in the Proposed Action resulting in up to approximately 37 acres of new or re-established floodplain and side channel habitat. In addition to specifically identified restoration projects, the Proposed Action includes potential implementation of similar habitat restoration activities (i.e., similar types, sizes, and construction methods) at currently unspecified locations between Keswick Dam and RBDD.

Floodplain and side channel habitat enhancements may consist of new or reconnected side channels and floodplain modifications that are designed to function under flows within the main channel above 3,250 cfs. Physical characteristics would be variable with average water velocities ranging between approximately 1.5 fps to 4.0 fps, water depths averaging between one to three feet deep, and channel widths ranging between 12 to 50 feet wide for new channels and potentially larger for existing channels. Water velocities would be designed to be variable and range up to about five feet per second at design flows. Floodplain and side channel habitats would be created, reconnected, or modified by excavation using heavy equipment (i.e., bulldozer, front end loader, excavator). Where the excavated material is of the appropriate size distribution it would be sorted and placed into side channel or main channel areas to enhance habitat features. The fines would be distributed over the floodplain to assist in revegetating the area. Gravel placed into the main channel may be used to help back water up into side channels. Low elevation gently sloping benches would be created along channels in opportune areas to provide juvenile rearing habitat through a range of flows.

Depending on surveys, some side channel sites will require additional investigations of subsurface materials to determine the depth and volume of gravel material and the location of a potential bedrock layer. This would be accomplished by digging test pits in the dry areas of the site during the design phase. Test pits would be filled back in the same day with the material that was excavated from the pit.

Up to a combined total of approximately 12 acres of floodplain and side channel enhancements may occur within the project action area annually. The majority of individual sites would be less than five acres. The largest selected site (Anderson

River Park) would be approximately 11.5 acres of side channel excavation. Enhancement activities would require heavy construction equipment (e.g., front end loaders, bulldozers, and excavators), as well as hand tools. During the majority of construction, a gravel berm or other methods would be used at both the upstream and downstream ends of each site to isolate the project area from the main channel.

Up to approximately 30,000 cubic yards of material may need to be excavated, sorted, and re-deposited in the channel at these sites. Gravel in excess of what would be needed for creating or modifying the floodplain and side channel to their design specifications may be placed in mid-channel or river bank areas within the vicinity of the excavation and contoured into the site.

Instream Habitat Structure

Large woody debris (LWD) contributes to habitat diversity and creates and maintains foraging, cover, and resting habitat for both adult and juvenile anadromous fish. In order to improve conditions within the upper Sacramento River, instream habitat structure consisting of logs, rootwads, and boulders would be placed into the active channel of the upper Sacramento River using construction equipment (e.g., front end loaders, excavators) and/or hand tools. Placement of instream habitat structure in the active main channel and/or side channels is expected to create instantly available juvenile salmonid rearing habitat. Structures that create quiet water or debris accumulation at the stream margins are beneficial for salmonid fry survival following emergence. Coupled with gravel augmentation, both woody material and boulder clusters help to sort augmented gravels that become mobilized during high flows, and help to direct flows that hydraulically scour and maintain pools. The enhancement or creation of large, deep pools with abundant cover can improve rearing habitat for juvenile salmonids.

Instream habitat structure would be placed, as needed, within gravel augmentation and side channel enhancement sites within the upper Sacramento River. Using an adaptive management approach, the SRRT would identify potential placement sites based on the results of ongoing anadromous fisheries monitoring within the area. Access to placement sites would use existing roads, when feasible, to minimize impacts on vegetation or other sensitive biological or cultural resources. Up to 30 boulder clusters and 100 log complexes would be placed within the upper Sacramento River in a given year. The designs for instream habitat structure would be consistent with guidance provided in the *California Salmonid Stream Habitat Restoration Manual, 4th Edition* (CDFG 2010).

Boulder Clusters

Boulder structures would be placed in the active channel and along river or side channel banks to diversify flows in a particular stream reach, to provide in-stream cover for juvenile salmonids and spawning adults, or to retain spawning gravel. It is desirable to create a variety of flow velocities, because juvenile salmonids select different velocities depending on whether they are feeding or resting.

Different water velocities also help sort gravel and create diversity in the substrate. Boulders are well-suited for diversifying flows because they are resistant to being displaced by high flows. Because of this, they can be placed mid-channel without constructing a full-channel spanning structure. The interstices within boulder clusters and between large boulders can provide escape cover for juvenile and adult salmonids.

The range of flows to which a particular structure, or series of structures, may be subjected would dictate the size of boulders to be used. Generally, clusters are located in straight, stable, moderately to well-confined, low gradient riffles (0.5 to 1 percent slope) for habitat enhancement. At least three- to five-foot diameter boulders are recommended. In general, adjacent boulders would be 0.5 to 1-foot apart.

The proposed designs include clusters of three or more boulders that are independent (i.e., not cabled together). Several of these clusters may be aggregated together in a particular location to increase scour area and create greater habitat complexity. Heavy equipment (i.e., dump trucks, excavators, loaders, and/or bulldozers) would be required for transporting and positioning boulders.

Woody Material

Woody material placement would consist of digger logs and/or spider logs. Digger logs would be placed with one end buried or anchored in the bank and the other end extending into the channel. The primary use of digger logs is to enhance rearing habitat by creating diverse cover for rearing juveniles as well as for migrating adults. They are also used to scour the channel, creating or expanding pool habitat. Logs with rootwads intact would be positioned with the rootwad end extending into the channel to create complexity for increasing rearing habitat and maximizing scour.

Digger logs would typically be partially buried for stability during high water. The material may also be set in a trench dug into the streambank using heavy equipment. At least one-third of the length of the log would be placed in the streambank. This buried portion of the log would be covered with boulders or existing bank material to anchor the structure.

Spider logs are several logs placed at angles to provide cover for juvenile rearing and adult spawning and collect woody debris to increase diversity. These structures would be constructed of several logs placed across each other, to imitate natural debris or log jam. Each of the logs would be partially buried in the bank or channel or secured to bedrock or large boulders in the channel or to other logs or trees.

Work Windows

Due to the nearly year-round presence of at least one freshwater life stage of one or more listed fish species in the action area, the use of zones and in-river work windows to entirely avoid and prevent injury or mortality to listed anadromous salmonids is not possible. However, the least mobile life stages, incubating eggs and pre-emergent fry, are the life stages most likely to experience direct injury and mortality from construction activities. Therefore, in-river work would be restricted to specific windows in specific locations, developed with consideration of the spatial and temporal distribution of spawning winter-run and spring-run Chinook Salmon, steelhead, and Green Sturgeon (Table 2).

Table 2 – In-River Work Zones and Windows

Zone	Location	In-River Work Window
Zone 1	Keswick Dam (RM 302) to approximately 1.5 miles downstream	Year-round (anytime flows are less than 15,000 cfs)
Zone 2	Approximately 1.5 mile downstream of Keswick Dam (RM 300.5) to Cow Creek (RM 280)	October 1 to May 15* (anytime flows are less than 10,000 cfs; pre-construction salmonid redd surveys conducted)
Zone 3	Cow Creek (RM 280) to Red Bluff Diversion Dam (RM 243)	October 1 to March 1* (anytime flows are less than 10,000 cfs; pre-construction salmonid redd surveys conducted)

*Construction windows are for in-river work.

These work zone locations and windows, along with pre-construction salmonid redd surveys in Zones 2 and 3, are designed to avoid or minimize harm to incubating salmonid eggs and pre-emergent fry. No pre-construction surveys for Green Sturgeon spawning adults are necessary since zone locations and in-river work windows have been designed to avoid construction activities when Green Sturgeon are spawning or eggs may be present.

Additional work windows may be necessary for terrestrial species. To avoid impacts to the nesting of migratory birds, vegetation removal would not occur between March 1 and August 31. Pre-construction surveys would also be conducted before vegetation removal. Construction at sites with known bald eagle nests (Turtle Bay) would be limited to September through December 31 to avoid impacts to courtship and nesting activities.

Site Selection

Reclamation has identified the need to combine several restoration actions into one project that would allow for the flexibility to make minor modifications or reprioritize restoration actions based on monitoring results and environmental changes. Spawning and rearing habitat restoration efforts require the flexibility to adopt alternative approaches, as needed, to ensure the success of restoration efforts. This adaptive management approach will enable Reclamation to meet the

goals and objectives established by the CVPIA. The focus of the project would be to opportunistically design adaptive strategies to promote dynamic habitat.

The criteria used to evaluate site selection and design, along with possible constraints include: site suitability and access, engineering and design, environmental compliance and permitting, gravel availability and transportation, and cost-benefit. Sites were selected throughout the entire project area that could provide access and maintain flexibility for juvenile salmonid rearing habitat enhancement through long-term gravel replenishment, in-channel gravel placements, and engineered side-channels to meet the needs and goals of the CVPIA program. Additional sites may be selected using the considerations and criteria identified in this EA.

The analysis for NEPA was completed using criteria such as type, timing, duration, size and amount of work for up to three sites per year that fall into these criteria. As project designs are developed for each site, they will be compared with criteria used in this analysis. If they are within the criteria evaluated, then it will be determined that effects are consistent with those analyzed. If the project designs are outside of the criteria, or actions are added that are not described or analyzed in this NEPA document, then Reclamation would need to prepare a supplemental document or change the design of the project to fall within the criteria.

Prior to implementation of restoration activities at each site, Reclamation and the SRRT would ensure the appropriate level of design is developed through modeling, monitoring, and surveying. Reclamation and the SRRT would guide implementation of an adaptive management program to monitor the physical and biological results to ensure the restoration program achieves the goals of CVPIA. Hydrologic models and biological surveys would be completed during the design process. Sites would be selected and designed to meet the above listed criteria. A site plan document would be developed that includes site specific designs, maps, and figures. The site plan would also include results of surveys and monitoring, and describe how the site meets the established criteria and avoids additional impacts to the resources.

Modeling

Topographic site surveys would be conducted before, during, and following implementation of restoration activities at the more complex project sites (e.g. side channels). The extent of each project site would be surveyed and X, Y, Z real world coordinates would be provided in sufficient density and extent to enable design and two dimensional hydraulic modeling of project sites to occur. The modeling will enable designs to meet target water depths and velocities to maximize habitat suitability for the target species. Sediment mobility would be estimated to help determine which project features are likely to persist and which areas are likely to experience sediment transport at the modeled flows.

Depending on surveys, some sites may require additional investigations of subsurface materials to determine the depth and volume of gravel material and the location of a hard bedrock layer. This would be accomplished by digging temporary test pits in dry areas prior to final design and implementation. Grade checks would be provided during project implementation to assist project personnel in meeting designed elevations. At the completion of project implementation, an as-built survey would be conducted at the complex modeled sites to provide a visual comparison of site elevations to the designed elevations.

Designs would be completed through an iterative process with input from the interagency coordination group to refine project features based on modeling results. The designs would consist of a topographic surface displayed in hard copy design drawings and provided electronically in AutoCAD or ArcGIS. Design drawings would include a project overview displayed on existing topography and/or aerial photography, an overview of the site showing depth of cut and fill, and an overview of the site showing completed elevations. Drawings would include on-the-ground staking as needed to aid in orienting field activities to the design surface. Survey staking would be placed on the ground in coordination with implementation personnel in a configuration to aid in completing the design.

Monitoring

Biological and physical monitoring would be conducted pre- and post-project to evaluate the effectiveness of the restoration activities at meeting the needs of the targeted species and to validate the design parameters. Monitoring could include spawning surveys, juvenile habitat use surveys, benthic macroinvertebrate surveys, gravel movement surveys, gravel quality surveys and other activities at project sites and at suitable control sites to compare species response before and after completion of each project. Monitoring would be conducted throughout the duration of the project. Monitoring objectives would be refined annually through coordination with the SRRT interagency group.

Land Ownership

Several sites are located on, or are accessed through, private land. These sites would need continued coordination with landowners. Work at these sites is contingent on landowners allowing appropriate access.

2.2.1. Site 1, Keswick Dam – RM 302

Site 1-Keswick is located at river mile (RM) 302.0 on the west bank of the Sacramento River just downstream of Keswick Dam (Figure A-2). This site would involve long-term gravel augmentation via end-dumping, which has been implemented at this site numerous times since 1989 for spawning habitat improvements. In a given year, up to approximately 20,000 cubic yards of gravel would be end-dumped from a 100-foot high bank resulting in an approximately one-half acre Talus Cone shaped pile (up to 200 feet long by 100 feet wide by 100 feet high) along the west (right) river bank. Most of the material would initially be retained on the river bank outside of the wetted channel (about 75 percent) as

indicated by Figure A-3. Gravel would remain in this configuration until periodic winter flows greater than about 25,000 cfs at Keswick, expected to occur approximately every other year, mobilize it downstream. Although annual gravel placement along the river bank is not expected to create immediate benefits to fish, it would provide long-term benefits to Chinook Salmon and steelhead as gravel washes downstream under high flow events where it would create and maintain spawning habitat.

The property and existing facilities are owned by Reclamation which allows direct access to the site throughout the year. Site modifications to allow gravel placement are not necessary. Access would be through Iron Mountain Road and Keswick Dam Road from the west. Loaded dump trucks would not cross Keswick Dam.

The approximate location of this site is 122° 26'46.8161" W 40° 36'32.5579" N (Section 21, T32N, R5W Mount Diablo Meridian [MDM]) in the US Geological Survey [USGS] 7.5 Minute Redding Quadrangle (Quad).

2.2.2. Site 2, Salt Creek – RM 300.7

Site 2-Salt Creek is located at RM 300.7 on the west bank of the river channel approximately 500 feet downstream from where Salt Creek enters the Sacramento River (Figure A-4). This site would involve long-term gravel augmentation via end-dumping, which, similar to Site 1-Keswick, has been done at this site numerous times since 1989 for spawning habitat improvements. In a given year, up to approximately 20,000 cubic yards of gravel would be dumped from an approximately ten foot high terrace resulting in an approximately one-half acre pile along the right bank of the river (up to 200 feet long by 100 feet wide). Similar to Site 1-Keswick, most of the material would initially be retained in the pile until periodic high winter flows greater than about 25,000 cfs, expected to occur about every other year, mobilize it downstream. Although annual gravel placement along the river bank is not expected to create immediate benefits to fish, it would provide long-term benefits to Chinook Salmon and steelhead as gravel washes downstream under high flow events where it would create and maintain spawning habitat.

The property is managed by the City of Redding and Bureau of Land Management (BLM). Access would be through an existing unpaved trail that runs parallel to the Sacramento River Trail. Trucks would enter the trail by crossing a portion of the Shasta Rail Trail via Middle Creek Road. Damage to existing paved trails would be minimized by using unpaved trails and limiting the area that trucks cross to a single intersection. A temporary crossing of Salt Creek (an intermittent stream) would be necessary and would be accomplished by placing spawning gravel across this channel where an existing Trail, created by vehicle traffic, crosses. At the completion of work each season, the gravel in this temporary crossing would be graded so that stream flow is not impeded.

The approximate location of this site is 122° 26'1.25" W 40° 35'38.73" N (Section 33 T32N, R5W MDM) in the USGS 7.5 Minute Redding Quad.

2.2.3. Site 3, Market Street South – RM 298.3

Site 3-Market Street is located at RM 298.32 on the west bank of the Sacramento River (Figures A-5 to A-7). The site is located downstream of the Anderson-Cottonwood Irrigation District (ACID) Diversion Dam and fish return pipe to avoid impacts to existing infrastructure. This location involves gravel placement using front end loaders. Gravel has previously been added at this site; field reconnaissance indicates that river conditions are conducive to gravel placement and may support long-term gravel augmentation activities. In a given year, up to approximately 15,000 cubic yards of gravel would be placed within the river during low river flow conditions (i.e., less than 10,000 cfs). Gravel would be placed along the bank and spread as far as is feasible into the channel using heavy equipment under the flow conditions occurring during construction. Approximately 6 acres (900 feet long x 300 feet wide) of improved spawning habitat could be directly used by salmonids. Additionally, a portion of the gravel would be mobilized under high flows and transported downstream to areas where it can also provide fisheries benefits.

The upland property adjacent to the channel and associated facilities are owned by ACID. Access would be on an existing City of Redding gated road and then through ACID's Diversion Dam and fish screen facility. The low river bank in the area would allow easy access to the river so that front end loaders can transport and place gravel into the river channel. River access points would be through gaps in vegetation and would be selected to avoid the removal of, or disturbances to, large mature riparian trees and sensitive plant species or habitats (e.g., elderberry, wetlands). Due to the project's proximity to ACID 's existing facilities, site development would be limited to clearing access points to the river and vehicle staging and gravel stockpile areas would be located near these facilities in previously disturbed areas devoid of vegetation.

The approximate location of this site is 122° 23'34.0933" W 40° 35'30.6504" N (Section 35 and 36, T32N, R5W MDM) in the USGS 7.5 Minute Redding Quad.

2.2.4. Site 4, Turtle Bay Island– RM 297

Site 4-Turtle Bay Island is located at RM 297.0 on an island at a bend in the river known as Turtle Bay (Figure A-8). This site was historically part of a large gravel quarry where aggregate was removed for Shasta Dam construction in the 1940s. More recently, a side channel spawning habitat rehabilitation project was completed in 1988 along the western edge of the island, which converted the historic floodplain bar into a year-round island. The rehabilitated side channel has provided suitable spawning and rearing habitat over a broad range of river flows. This location involves constructing up to four additional perennial side channels on the island with associated placement of instream habitat structure to provide juvenile salmonid rearing and spawning habitat.

Up to four perennial side channels would be created on the island through excavation and grading. Each would be constructed up to 1,000 feet long and each channel would be designed to have variable widths (up to 50 feet wide), depths (up to 16 feet deep), and velocities (up to about five feet per second) to provide habitat complexity. Variably inundated floodplain benches would be created along the channel margins to provide juvenile salmonid rearing habitat over a range of river flows. Channel substrates would be graded below existing elevations by approximately 4-6 feet at the upstream end and 13-16 feet at the downstream end. Instream habitat structure (e.g., woody material such as, trees, trunks, rootwads, and willows; and variable sized large rocks) would be incorporated into the newly created side channels to enhance habitat quality and channel persistence. Woody material would be incorporated by partially burying pieces in the channel bed and adjacent banks to provide some stability under higher flows.

The property is owned by the City of Redding and the California State Lands Commission (SLC). Access would be through City of Redding property at Turtle Bay and would be coordinated with the City of Redding. A temporary crossing may need to be created by pushing gravel across the upper end of the existing side channel to create a temporary driving surface for equipment. The crossing would be removed by grading into the surrounding terrain at the completion of the work. Gravel excavated to create each channel may be processed (i.e., sorted according to size) and redistributed on the island and surrounding river. If the underlying channel's substrate composition is not appropriately sized for spawning, appropriately sized gravel that was processed from nearby excavation areas (or transported from a local gravel distributor) may be added; however, it is unlikely that gravel additions would occur since field reconnaissance indicates that suitable material is likely present.

The approximate location of this site is 122° 22'7.9095" W 40° 35'25.0966" N (Section 31, T32N, R4W MDM) in the USGS 7.5 Minute Enterprise Quad.

2.2.5. Site 5, Kutras Lake – RM 296

Site 5-Kutras Lake is located at RM 296 (Figure A-9) on the west (right) side of the river. Kutras Lake is approximately 40 acres and remains connected to the Sacramento River year-round. Juvenile salmonids may use this area for rearing; however, existing rearing habitat is limited by low levels of cover. This location would initially serve as a small-scale pilot project involving placement of instream habitat (i.e., large woody material) in the area. The woody material would be held in place by partially burying. Based on results of the pilot project (i.e., observed fish usage), additional instream habitat structure may be added at the site or may be placed in other habitats within the project reach.

The property is owned by a private landowner. Access would be through Park Marina Drive and the Kutras boat ramp, pending approval by landowner.

The approximate location of this site is 122° 22'2.03" W 40° 34'39.81" N (Section 36, T32N, R5W MDM) in the USGS 7.5 Minute Enterprise Quad.

2.2.6. Site 6, Cypress Avenue Bridge North – RM 295

Site 6- Cypress Avenue Bridge North is located at RM 295 just upstream of the Cypress Avenue Bridge along the east (left) river bank (Figure A-9). This location involves reconnecting partially functional side channels (northern and southern) to the main channel to increase juvenile salmonid rearing habitat.

Under existing conditions, the upstream half of the northern side channels are disconnected from the main channel at low flows while the downstream half currently functions as a backwater slough due to its continued connectivity with the main channel at all flows. To provide a functional side channel with flowing water under main channel flow conditions greater than 3,250 cfs, excavation would occur at the upstream portion of the northern channels and would encompass an approximately three acre area. Some grading within the remainder of the side channel may be done to improve habitat. The total length of the reconnected side channels would be approximately 1,000 feet.

The southern channel is currently disconnected at the downstream end at low flows. To provide a functional side channel under main channel flow conditions greater than3,250 cfs. Excavation would include widening a small opening at the upstream side of an existing pond, which would encompass an approximately one-half acre area. A downstream outlet would be created through excavation in approximately a one acre area. Some grading within the remainder of the side channel may be done to improve the habitat. The total length of the downstream reconnected side channel would be approximately 800 feet.

The property is owned by Shasta Enterprises. Access to the site would be coordinated with Shasta Enterprises and the City of Redding. Existing unpaved trails would provide a route covering the length of the project area. Trucks would likely access the trails by crossing under the Cypress Avenue Bridge from the south.

The approximate location of this site is 122° 22'10.21" W 40° 34'25.13" N (Section 6, T31N, R4W MDM) in the USGS 7.5 Minute Enterprise Quad.

2.2.7. Site 7, Cypress Avenue Bridge South – RM 295

Site 7-Cypress Avenue Bridge South is located at RM 295 immediately downstream of the Cypress Avenue Bridge (Figure A-9). This location involves creation of a side channel complex through the Henderson Open Space Area (OSA) and gravel augmentation within the main river channel.

Side Channel Creation

Under existing conditions, the Henderson OSA includes several existing ponds that are disconnected from the main channel. These ponds would be connected to provide a constant flow through to provide habitat for cold water species and reduce habitat quality for invasive fish species. Excavation would encompass approximately three acres and would be roughly balanced by fill of ponded areas currently occupied by invasive species. The total length of the new side channel would be approximately 3,000 feet long and there would be multiple connections with the main channel.

The property is owned by the City of Redding and includes the Henderson OSA, which is a recreational area that is maintained in a relatively natural state (Figure A-12) with some unpaved pedestrian trails and disc golf course. Access is likely to occur over existing unpaved pedestrian trails and may require temporary closure of some portions of the Henderson OSA for up to 5 weeks, which would be coordinated with the City of Redding.

Gravel Augmentation

The river bed substrate is coarse and armored in this area so gravel would be added across the main channel. Although gravel augmentation aimed at creating spawning habitat has not previously been applied at this site, spawning sized gravel was recently placed within the river channel during Cypress Avenue Bridge construction activities to function as temporary construction platforms and was left in place to provide long-term habitat benefits. In a given year, up to 15,000 cubic yards of gravel would be placed within the river during low flow conditions (i.e., less than about 7,000 cfs). Gravel would be placed along the bank and spread as far as is feasible into the channel using under the flow conditions occurring during construction. The site would provide up to approximately 8 acres (600 feet long x 400 feet wide) of spawning habitat that can be directly used by salmonids. A portion of augmented gravels would be mobilized under high flows and transported downstream to areas where they can also provide fisheries benefits.

The approximate location of this site is 122° 22'29.5486" W 40° 34'18.1779" N (Section 1, T31N, R5W and Section 6, T31N, R4W MDM) in the USGS 7.5 Minute Enterprise Quad.

2.2.8. Site 8, Tobiasson Island and Side-channel – RM 291.6

Site 8-Tobiasson Island is located at RM 291.6 at Tobiasson Island and includes adjacent main and side channels (Figure A-14). The island is about 26 acres, forming a triangular shape measuring about 1,500 feet long by 1,500 feet wide at its widest point. This site involves constructing approximately three perennial side channels on the island and implementing gravel improvements in the west (right) side channel and also within the main river channel along the east (left) bank. The creation of perennially flowing channels on the island is expected to increase juvenile salmonid rearing and adult spawning habitat at this site. Although the western side channel provides suitable depths and velocities for salmon to spawn

at most flows up to about 15,000 cfs, much of the substrate is too coarse for spawning so gravel placement or grading of the channel substrate would provide substrate more conducive to spawning.

Side Channel Creation
Three perennial side channels would be constructed on Tobiasson Island (Figure A-14) to increase juvenile salmonid rearing and adult spawning habitat. The channels would be up to 1,500 feet long and would be designed to have variable widths (up to 50 feet wide), with variable depths and velocities to provide habitat complexity. The channels would be created by grading the existing material on the island to provide the appropriate depths and velocities to improve juvenile salmonid habitat potential. Variably inundated floodplain benches would be created along the channels to provide vegetated juvenile habitat at a range of river flows. Excavated materials would be sorted and larger materials placed in the active main river channel near the upstream end of the island to provide control of flow splits between the different channels. Spawning sized materials would be placed in the existing west side channel and/or the main river channel along the east bank as a source of spawning gravel.

Gravel Augmentation
The substrate of the existing side channel is largely armored with cobble too large for Chinook Salmon spawning. Portions of the surface of the side channel would be graded and/or spawning sized material added to provide habitat more conducive to spawning for Chinook Salmon and steelhead. Up to 1.5 acres (610 feet long x 110 feet wide) of this substrate would be graded and/or spawning sized gravel (up to 6,000 cubic yards) added to provide habitat more conducive for Chinook Salmon and steelhead spawning.

Gravel would be placed along the east (left) bank of the main river channel across from the downstream end of the island (Figure A-16). In a given year, up to 12,000 cubic yards of gravel would be placed within the river. Gravel would be spread as far as is feasible into the channel using front end loaders and other heavy equipment under the flow conditions occurring during construction. Gravel placement would provide up to approximately 6 acres (1,100 feet long x 250 feet wide) of spawning habitat that can be directly used by salmonids. A portion of the gravel would be mobilized under high flows and transported downstream to areas where it can also provide fisheries benefits.

Access from the west would be provided from South Bonnyview Road via South Wixon Lane. The land on the west bank of the side-channel is privately owned. There is approximately 1,000 feet of existing gravel road that would be used with permission of the private landowner. The island would be accessed by crossing the side channel with the heavy equipment. A base layer of spawning gravel would be added to provide a driving surface if needed and minor cuts and fills would be made to facilitate access by equipment. Access for gravel placement in the main channel would be from the east over private land. A section of low bank

would be utilized to access the river where minimal improvement would be needed. This location could serve as a long-term gravel placement site depending on how rapidly material is mobilized from the placement area. Work at this site is pending approval of landowner access.

The approximate location of this site is 122° 21'24.0196" W 40° 31'59.3017" N (Section 19, T31N, R4W MDM) in the USGS 7.5 Minute Enterprise Quad.

2.2.9. Site 9, Shea Island and Levee – RM 289.6

Site 9-Shea Island is located at RM 289.6 just upstream of the Clear Creek confluence to the Sacramento River and along the Shea Levee adjacent to the Shea Sand and Gravel Company (Figure A-17). This location involves gravel augmentation along the east (left) bank and side channel habitat reconnection along the west (right) bank of the river. The City of Redding owns Cascade Park, while the remainder of the area is owned by private landowners and CDFW.

Side Channel Connectivity
An existing side channel complex contains good salmonid spawning and rearing habitat at flows greater than about 5,000 cfs. At lower flows, the side channels become disconnected from the main channel (Figure A-19). When the channels are disconnected, juvenile salmonids are often left in isolated pools until higher flows return or until they perish. When redds are present, they can become dewatered and the eggs can perish if higher flows are not available for emergence. Excavation would include lowering the elevations at each upstream connection of the side channels with the main channel so that connectivity is maintained at flows as low as 3,250 cfs.

Gravel Augmentation
The gravel augmentation would consist of placing gravel along approximately 1,600 feet of the east bank and extending into the channel as far as is feasible under the flow conditions occurring during construction. Up to approximately 12,000 cubic yards of gravel would be placed at the site and cover up to approximately 12 acres. The river bank is primarily open ground so minimal vegetation disturbance would occur. Although gravel placement only along the river bank is not expected to create immediate benefits, it would provide long-term benefits to Chinook Salmon and steelhead as it washes downstream under high flow events where it would create and maintain spawning habitat.

Site 9 would require coordination with the City of Redding to avoid impacts to the Clear Creek Waste Water Treatment Plant effluent diffuser. Access would occur from the end of Knighton Road, via an existing dirt road that runs along the top of Shea Levee. Equipment would be staged on pre-disturbed areas away from the river, as necessary. Access to the side channel complex on the west side of the river is through City of Redding property adjacent to Cascade Park.

The approximate location of this site is 122° 21'41.2068" W 40° 30'37.1494" N (Section 30, T31N, R4W MDM) in the USGS 7.5 Minute Enterprise Quad.

2.2.10. Site 10, South Shea Levee – RM 289

Site 10-South Shea Levee is located at RM 289 approximately half a mile downstream of Shea Island (Figure A-20). This location involves placement using front end loaders. Up to approximately 10,000 cubic yards of gravel would be placed within the river. Gravel would be placed along the bank and spread as far as is feasible into the channel using front end loaders under the flow conditions occurring during construction. Approximately 3.3 acres (600 feet long x 100 feet wide) of spawning habitat that can be directly used by salmonids would be improved. Additionally, a portion of augmented gravel would be mobilized under high flows and transported downstream to areas where it can also provide fisheries benefits.

The adjacent river bank is owned by a private landowner. Access, pending landowner approval, would occur from the end of Knighton Road, via an existing dirt road that runs along the top of Shea Levee. The City of Redding Water Treatment plant discharge pipe is near this site. Any work at the site would be coordinated with the City of Redding to ensure no adverse effects occur to the water treatment facilities.

The approximate location of this site is 122° 21'34.62" W 40° 30'0.51" N (Section 31, T31N, R4W MDM) in the USGS 7.5 Minute Enterprise Quad.

2.2.11. Site 11, Kapusta Island – RM 288

Site 11-Kapusta Island is located at RM 288 at Kapusta Island and includes the island and an area downstream of the island in the main channel and on the west side of the river (Figure A-21). This location involves constructing up to two and enhancing up to three existing perennial side channels and augmenting spawning gravel downstream of the island on the south (right) side of the river.

Side Channel Creation

Although existing channels on the island provide spawning and rearing habitat, there are opportunities to enhance habitat complexity within them and add additional side channel habitat. An additional perennial side channel complex can be created on the island to the south of the existing channels. This side channel complex would be created on the island through excavation and grading. The interconnecting channels would be up to approximately 1.4 acres (2,000 feet long x 30 feet wide). The side channels would have variable widths (up to 50 feet wide), depths (up to 10 feet deep), and velocities (up to five feet per second) throughout to provide habitat complexity. Variably inundated nearshore benches would be created along the channels to provide vegetated juvenile habitat at a range of river flows.

An approximately 1,300 foot long side channel would be created along the right bank of the river downstream of the island, adjacent to the gravel placement area. The channel would be designed to flow down to a river flow of 3,250 cfs include variable width and depth throughout for habitat complexity.

Gravel Augmentation
In a given year, up to 12,000 cubic yards of gravel would be placed within the river. Gravel would be spread as far across the channel as is feasible under the flow conditions occurring during construction. Up to approximately four acres (600 feet long x 300 feet wide) of spawning habitat that can be directly used by salmonids would be provided. A portion of the gravel would be mobilized under high flows and transported downstream to areas where it can also provide fisheries benefits.

The island is owned by the State of California**.** Access to the island would be through City of Redding property located on the south (right) bank of the river via a county road from Highway 273. In order for equipment to access the island, a temporary river crossing river would be created by grading the existing river rock or adding spawning sized material into a drivable path, which would be re-graded into the surrounding terrain at the completion of the project. The property adjacent to the south (right) side of the main river downstream of the island is owned by the City of Redding. Access to the island would occur from the south (right) bank. Gravel would be placed into the river as far as is feasible from the bank under the flow conditions occurring during implementation.

The gravel source would be the uplands, which are all City of Redding property. The existing material would be sorted onsite to separate the spawning sized material from other material. The oversized material would be used in areas as needed to provide increased longevity to the site. Fines would be used in areas to be revegetated.

The approximate location of this site is 122° 20'29.44" W 40° 29'51.07" N (Section 32, T31N, R4W MDM) in the USGS 7.5 Minute Cottonwood Quad.

2.2.12. Site 12, Anderson River Park – RM 282

Site 12-Anderson River Park is located at RM 282 within the naturally maintained area of Anderson River Park (Figure A-22). This location involves reconnecting a partially functional side channel to the main channel and providing additional perennial side channel habitat to increase juvenile salmonid rearing habitat.

Under existing conditions, the upper 30 percent of the side channel is disconnected from the main channel at flows less than about 15,000 cfs, while the lower 60 percent is currently connected to the river year- round and consists of a stagnant backwater area with good habitat for warm-water invasive species. The existing channel has a well-established riparian area that could provide immediate juvenile rearing habitat if appropriate flows were provided through the channel.

To provide a connected functional side channel under main channel flow conditions down to 3,250 cfs, excavation would occur at the upstream end of the side channel. Additional new interconnected channels may also be created across the large gravel bar between the existing side channel and the main river channel and to the west of the existing side channel. Excavation would encompass an approximately 11.5 acre (5,000 feet long x 100 feet wide) area. Variably inundated floodplain benches would be created along the side channel margins to provide juvenile salmonid rearing habitat over a range of river flows. The total length of the reconnected side channel would be approximately 5,000 foot long.

The property is owned by the State of California and maintained by the City of Anderson. Access would be through the Anderson River Park area on existing roads and drivable trails.

The approximate location of this site is 122° 15'37.76" W 40° 27'54.12" N (Sections 12 and 13 T30N, R4W MDM) in the USGS 7.5 Minute Cottonwood Quad

2.2.13. Site 13, Reading Island – RM 275

Site 13-Reading Island is located at RM 275 along the west (right) bank of the river (Figure A-23). This location involves reconnecting a partially functional side channel to the main channel to increase juvenile salmonid rearing habitat opportunities. Historically, a 12,000 foot side-channel of the Sacramento River joined Anderson Creek creating Reading Island. A 4,000 foot stretch of the upper side channel is no longer connected to the main channel but the lower 8,000 feet receives flows from Anderson Creek resulting in year-round connectivity of the lower portion with the Sacramento River. Due to the lack of connectivity with the main channel at the upper end of the side channel and the low flows provided by Anderson Creek at the lower end, the existing side channel currently functions as a stagnant backwater area with good habitat for invasive warm water species.

Excavation would include grading the 4,000 foot upper section of the historic side channel so that it functions under flows within the main channel above 3,250 cfs. Excavation would encompass up to an approximately 7.4 acre (4,000 feet long x 80 feet wide) area. The total length of the reconnected side channel would be approximately 12,000 feet long.

The northern portion of the island is privately owned, while the southern end is owned by the BLM. Access would be through BLM property, but coordination with private landowners would also be necessary to connect the upstream end of the channel and to maintain landowner access to the property after the side channel is reconnected.

The approximate location of this site is 122° 12'1.52" W 40° 24'16.56" N (Section 33 and 34 T30N, R3W and Sections 3 and 4 T29N, R3W MDM) in the USGS 7.5 Minute Balls Ferry Quad.

Section 3 Affected Environment and Environmental Consequences

This section describes the affected environment and evaluates the environmental consequences that may occur with implementation of the Proposed Action and the No Action Alternative.

Potential impacts on several environmental resources were examined and found to be minimal or nonexistent. These resources include aesthetics, agriculture and forestry resources, land use and planning, mineral resources, population and housing, public services greenhouse gas emissions, utilities and service systems, Indian trust assets, Indian Sacred Sites, and environmental justice, as noted below.

Aesthetics: Aesthetic resources refer to scenic vistas or views. A series of public parks provide access to the river and its scenic views. The nearest scenic highway is located near Shasta Dam. In the City of Redding portions of highways 44, 299 and 5 are eligible for state scenic designation. There would be no impact to scenic resources within a state scenic highway in or near the project area.

Agriculture and Forestry Resources: The Farmland Mapping and Monitoring Program of the California Resources Agency's California Important Farmland Finder shows no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance in the project area. The project area is not located in existing zoning for agricultural use or a Williamson Act contract. The project area is not located in an existing zone of forest land, thus the Proposed Action would not cause rezoning of forest land, timberland, or timberland zoned Timberland Production. The Proposed Action would not result in the conversion of forest land to non-forest use.

Land Use and Planning: The Proposed Action would not physically divide an established community land use plan, policy, regulations, or ordinances developed to avoid or mitigate environmental impacts such as Habitat Conservation Plans or Natural Community Conservation Planning programs.

Mineral Resources: The Shasta County General Plan (2004) includes Chapter 6.3 "Minerals," which listed the Sacramento River as one of the primary identified locations for alluvial sand and gravel resources for Portland cement concrete grade aggregate. Gravel excavated from the sites would be redistributed in the Sacramento River system to develop side-channels and riffle supplementation.

Population and Housing: The Proposed Action would not propose or remove homes, businesses, roads, or other infrastructure; thus it would not induce population growth or cause impacts on population or housing.

Public Services: Access to several of the project sites would be through public parks, however there would be no physical impacts associated with the need for new or physically altered governmental facilities in order to maintain acceptable public services.

Greenhouse Gas Emissions: Greenhouse gas (GHG) impacts are considered to be cumulative impacts since any increase in GHG emissions would add to the existing inventory of gases that could contribute to climate change. The California Air Resources Board (CARB) has not adopted a definition for a significant impact or GHG emission limits and emission reduction measures. Since there is no specific definition for a significant impact, the new guidelines on GHG emissions do not establish any specific thresholds for determining whether those emissions are significant and has left it to lead agencies to use their best efforts to investigate and disclose a project's environmental impacts. Temporary Project construction emissions would be minimal and the release of GHGs when compared to the scope of the current anthropogenic release of GHGs would be negligible. The Proposed Action would have no discernible impact on GHG.

Utilities and Service Systems: Gravel excavated from the project sites would be redistributed in the Sacramento River system to develop side-channels and riffle supplementation. The Proposed Action would not alter water supplies, water treatment, or storm water drainage facilities.

Indian Trust Assets (ITAs): ITAs are legal interests in assets that are held in trust by the U.S. for federally recognized Indian tribes or individuals. There are no Indian reservations, Rancherias or allotments in the project area. The nearest ITA is the Redding Rancheria on Clear Creek, near the confluence with the Sacramento River and 1 mile west of Site 6, Shea. The Proposed Action does not have a potential to affect ITAs.

Indian Sacred Sites: Sacred sites are defined in Executive Order 13007 (May 24, 1996) as "any specific, discrete, narrowly delineated location on Federal land that is identified by an Indian tribe, or Indian individual determined to be an appropriately authoritative representative of an Indian religion, as sacred by virtue of its established religious significance to, or ceremonial use by, and Indian religion; provided that the tribe or appropriately authoritative representative of an Indian religion has informed the agency of the existence of such a site." There are no identified Indian Sacred Sites within the Proposed Action area; therefore this project would not inhibit use or access to any Indian Sacred Sites.

Environmental Justice: Executive Order 12898 requires each Federal agency to identify and address disproportionately high and adverse human health or environmental impacts, including social and economic effects of its program, policies, and activities on minority populations and low-income populations. During site development a transient population was present at Site 6, Cypress Ave Bridge North. The Proposed Action would coordinate with landowners, city

officials and law enforcement to ensure appropriate engagement with displaced populations and not result in any adverse human health or environmental impacts to minority or low-income populations.

3.1 Air Quality

Section 176 (c) of the Clean Air Act (CAA) (42 USC 7506 (c)) requires that any entity of the Federal government must conform to the applicable State Implementation Plan (SIP) required under Section 110 (a) of the CAA (42 USC 7401 (a)) before an action is otherwise approved. The action must be consistent with a SIP's purpose of eliminating or reducing the severity and number of violations of the National Ambient Air Quality Standards (NAAQS) and achieving expeditious attainment of those standards.

3.1.1 Affected Environment

The Proposed Action is located within the Shasta County Air Quality Management District (SCAQMD), which is part of the Northern Sacramento Valley Air Basin (NSVAB). The SCAQMD is responsible for implementing emissions standards and other requirements of federal and state laws. Under the California Clean Air Act of 1988 (CCAA), air management districts are responsible for attaining and maintaining state ambient air quality standards.

Criteria air pollutants are prevalent pollutants in the air that are known to be deleterious to human health. Criteria air pollutants are designated as nonattainment, attainment, and unclassified and include ozone (O_3), carbon monoxide (CO), nitrogen dioxide, sulfur dioxide (SO_2), particulate matter (PM_{10} and $PM_{2.5}$), and lead.

The SCAQMD is in attainment for all NAAQS for criteria pollutants of concern. Under California Ambient Air Quality Standards (CAAQS) the SCAQMD is in attainment for all for criteria pollutants of concern except for ozone (O_3) (moderate nonattainment) and inhalable particulate matter between 2.5 and 10 microns in diameter (PM_{10}) (CARB 2012). As a result, the emissions of most concern are O_3 (which includes precursors such as volatile organic compounds [VOC] and nitrogen oxides [NO_x]), and PM_{10}.

Ozone is a colorless gas with a strong odor and is a major component of smog. Precursor emissions such as hydrocarbons and nitrogen oxides react in the atmosphere to form ozone. Summer is generally the peak ozone season, due to low wind and warm temperatures providing optimum conditions for ozone to form. In the Project area air basin, ozone problems typically occur between the months of May through October (SVAQEEP 2013). California ozone standards are .07 parts-per-million (ppm) for an 8-hour average and .09 ppm for a 1-hour average. National standards for ozone are .075 ppm for an 8-hour average. Because of the relative intractability of the PM_{10} and $PM_{2.5}$, the CCAA excludes particulate matter from planning requirements.

3.1.2 Environmental Consequences

No Action Alternative

Under the No Action Alternative, there would be no impacts to air quality since no construction would take place. Therefore, no impacts on air quality would occur.

Proposed Action

The Proposed Action would involve minor ground disturbance, the use of construction equipment, and worker commutes that would result in temporary emissions.

For the purpose of this analysis, it was assumed up to approximately 20,000 cubic yards (30,000 tons) would be transported each year. Hauling of gravel outside of the project sites would be limited to Monday through Friday, except holidays, from 7 am to 5 pm for approximately one month per site (22 working days). Delivery of gravel to any site would not be done at the same time as delivery to another site. Using 24-ton trucks to transport the gravel to the staging area, each site would create approximately 57 trips (one-way) per day. Additional traffic would occur from daily worker trips to the site. Gravel would be transported to one augmentation site at a time and there would be no overlap between the transportation phases. Gravel extraction and onsite work could occur simultaneously. Stockpile areas adjacent to the river would be within the Area of Potential Effects (APE). Not all equipment would be used at all times, nor would it all be used at each site. Estimates are provided as bookends to incorporate the maximum. Project emissions in Table 3b are annual estimates.

Construction emissions would vary from day to day and by activity, timing and intensity, and wind speed and direction. Generally, air quality impacts from the Proposed Action would be temporary and localized in nature.

Short-term air quality impacts would be associated with construction, and would generally arise from dust generation (fugitive dust), operation of construction equipment, and worker vehicle trips. Fugitive dust results from land clearing, grading, excavation, and vehicle traffic on paved and unpaved roads. Fugitive dust is a source of airborne particulates, including PM_{10} and $PM_{2.5}$. Large earth-moving equipment, trucks, and other mobile sources powered by diesel or gasoline are also sources of combustion emissions, including NO_x, CO, VOC, SO_2, and small amounts of air toxics.

Calculated emissions from the Proposed Action were estimated using the 2013 CalEEMOD software (version 2013.2.2), which incorporates emission factors for reactive organic gases (ROG), NO_x, CO, SO_2, and both fugitive and exhaust PM_{10}, and $PM_{2.5}$. Table 3b below provides a summary of the estimated emissions during construction against federal and local emission thresholds in tons per year. Estimates were developed assuming 22 working days per site, up to three sites per year.

Table 3a – Equipment Assumptions for CalEEMod

Phase Type	Equipment Types	Amount	Hours/Day	HP	Factor
Gravel Augmentation	Off-Highway Trucks	1	8	400	0.38
	Other - 50-ton truck	2	8	600	0.34
	Rubber Tired Dozer	1	8	255	0.4
	Tractors/Loaders/Backhoe	3	8	200	0.37
Gravel Processing	Excavators	1	8	162	0.37
	Other - Gravel sorter	2	8	255	0.4
	Other - Water truck	1	8	260	0.34
	Pumps - Water pumps	2	8	84	0.74
	Rubber Tired Dozer	1	8	255	0.4
	Tractors/Loaders/Backhoe	1	8	200	0.37
Excavation	Excavators	1	8	162	0.38
	Rubber Tired Dozer	1	8	255	0.4
	Tractors/Loaders/Backhoe	3	8	200	0.37
	Off-Highway Trucks	1	8	400	0.38
	Other - 50-ton truck	2	8	600	0.34

Table 3b – Estimated Project Emissions Per Year

Pollutant	Attainment Status[1]	Thresholds for Federal Conformity Determinations[2]	Local Significance Thresholds[3]		Estimated Project Emissions[4]
ROG (as an ozone precursor)	Moderate Non-Attainment (ozone)	50 tons/year	25 lbs/day	137 lbs/day	.6055
NO_x (as an ozone precursor)	Moderate Non-Attainment (ozone)	100 tons/year	25 lbs/day	137 lbs/day	6.5807
PM_{10}	Non-Attainment (CAAQS)	100 tons/year	80 lbs/day	137 lbs/day	28.9596

[1] SCAQMD
[2] 40 CFR 93.153
[3] SCAQMD Level A and Level B thresholds
[4] Construction emissions in tons per year, estimated with CalEEMod (2015)

The SCAQMD established two levels of thresholds for ROG, NO_x, and PM_{10} emissions. If Level A thresholds are exceeded, standard mitigation measures must be applied, however if Level B thresholds are exceeded, best available mitigation measures must be applied.

Level A thresholds for ROG and NO_x would be approximately 4.56 tons per year (25 pounds per day). ROG Level A thresholds would not be exceeded. NO_x Level A thresholds would be exceeded. Level B thresholds for ROG, NO_x, and PM_{10} would be approximately 25 tons per year (137 pounds per day). Level B thresholds for PM_{10} would be exceeded in the Proposed Action based on CalEEMod estimates.

Mitigation measures to reduce fugitive dust could include watering the roads and exposed areas and limiting vehicle speeds on unpaved roads to 15 miles per hour (mph). The estimated emissions for PM_{10} with fugitive dust suppression measures would be 27.9684 tons/year (3.42% reduction) and $PM_{2.5}$ would be 3.3506 tons/year (11.72% reduction).

The Proposed Action would also include applicable and feasible standard and best available mitigation measures to reduce emissions, in accordance with the City of Redding 2000-2020 General Plan (2000). Dirt roads would be watered at least twice each day when being used by gravel trucks and other project-related vehicles during dry periods. All disturbed soils within the project site would be stabilized to reduce erosion potential both during and following construction. Planting, seeding with native species, and mulching would be used to reestablish ground cover. Where suitable vegetation cannot reasonably be expected to become established non-erodible material would be used for such stabilization.

Ozone can be determined by adding the precursor ROG and NO_x emissions. For the Proposed Action, ozone would be approximately 7.1862 tons/year (ROG [.6055] + NO_x [6.5807]). The Proposed Action would emit approximately 509 metric tons of carbon dioxide equivalents (CO_2e) per year. Because it is believed that global warming is being caused by human activities on the entire planet it would be highly speculative to conclude that this would have a direct adverse impact on global climate. Temporary project construction emissions would be minimal and the release of GHGs when compared to the scope of the current anthropogenic release of GHGs would be negligible.

The Proposed Action would involve temporary minor emissions from worker trips made to the site and back. Implementation of the Proposed Action would not result in an increase of long-term emissions from mobile, stationary, or area sources. Total emissions would be temporary, would not exceed the federal general conformity or state *de minimis* thresholds, and would not result in a cumulatively considerable net increase.

The Proposed Action would result in diesel exhaust emissions from on-site construction equipment. The diesel exhaust emissions would be intermittent and temporary and would dissipate rapidly from the source with an increase in distance.