



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



April 6, 2021

Charles and Deanna Ludlam
PDM Investments, LLC
1712 Pioneer Avenue
Cheyenne, WY 82001
PDMinvestmentsgroup@gmail.com

Subject: Final Lake or Streambed Alteration Agreement (1600-2020-0108-R5) for the Tepusquet Remediation Project located at 7930 Blazing Saddle Drive, Santa Maria, CA, 93454, Santa Barbara County

Dear Charles and Deanna Ludlum:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Tepusquet Remediation Project, located at 7930 Blazing Saddle Drive, Santa Maria, 93454, in the County of Santa Barbara, State of California; Assessor's Parcel Numbers 131-090-073 and 131-090-074. Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Environmental Impact Report prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Brock Warmuth, Environmental Scientist, at (714) 215-7710 or by email at brock.warmuth@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Steve Gibson
614D9A782D93439
Steve Gibson, Senior Environmental Scientist (Supervisor)
For Erinn Wilson
Environmental Program Manager

ec: Randy Rodriguez, CDFW (randy.rodriguez@wildlife.ca.gov)
Brock Warmuth, CDFW (brock.warmuth@wildlife.ca.gov)
Susan Howell, CDFW (susan.howell@wildlife.ca.gov)

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CA, 92123



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2020-0108-R5
TEPUSQUET CREEK

CHARLES AND DEANNA LUDLAM
TEPUSQUET REMEDIATION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and PDM Investments, LLC (Permittee) as represented by Charles and Deanna Ludlam.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on May 8, 2020, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located at Tepusquet Creek, southwest of 7930 Blazing Saddle Drive, Santa Maria, 93454, in the County of Santa Barbara, State of California; Latitude 34.976469, Longitude -120.214143; Assessor's Parcel Number 131-090-073 and 131-090-074.

PROJECT DESCRIPTION

The project is limited to the implementation of a remediation plan. A violation was documented on September 6, 2018, and the applicant was issued a Notice of Violation (Exhibit A). To satisfy the required mitigation resulting from the violation of Fish and Game Codes 1600, 5650, and 5652, Permittee has prepared a remediation plan (Exhibit C). Exhibit C details the removal of three unpermitted culverts and an approximately 0.5 acre graded pad. The following project activities are proposed to mitigate impacts: recontouring the channel to allow a gradual sloping stream with step

pools; revegetation of the impacted area; installation of a full span bridge crossing at the upstream end of the restoration site; and, installation of an energy dissipator at an existing culverted crossing. The bridge will be designed to minimally convey the 100 year storm flow. Success criteria and reporting requirements are laid out below. CDFW has final approval on determining success of the project, and whether or not further enforcement action is warranted.

PROJECT IMPACTS

The adverse effects the project had or could have on the fish or wildlife resources identified above include change in gradient of bed, channel, or bank; change in channel cross-section (confinement or widening); degradation or aggradation of channel; accelerated channel scour; loss of bank stability during construction; increase of bank erosion during construction; increased turbidity; increased sedimentation (chronic or episodic); and, colonization by exotic plant or animal species.

Existing fish or wildlife resources the project could substantially adversely affect, based on information received from Permittee, include: **Reptiles:** California mountain kingsnake (*Lampropeltis zonata*), western fence lizard (*Sceloporus occidentalis*); **Amphibians:** California red-legged frog (*Rana Aurora draytonii*); **Birds:** red-tailed hawk (*Buteo jamaicensis*), turkey vulture (*Cathartes aura*), scrub jay (*Aphelocoma californica*), greater roadrunner (*Geococcyx californianus*), California quail (*Callipepla californica*), acorn woodpecker (*Melanerpes formicivorus*); **Mammals:** American badger (*Taxidea taxus*), black bear (*Ursus americanus*), mountain lion (*Puma concolor*), mule deer (*Odocoileus hemionus*); **Native Plants:** buckwheat (*Eriogonum fasciculatum*), California sagebrush (*Artemisia californica*), California sycamore (*Platanus racemosa*), coast live oak (*Quercus agrifolia*), coyote bush (*Baccharis pilularis*), laurel sumac (*Malosma laurina*), poison oak (*Toxicodendron diversilobum*), toyon (*Heteromeles arbutifolia*); and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Notification Prior to Work. Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of project-related activities and at least five (5) days prior to completion of project and mitigation activities. Notification shall be sent to the email address: R5LSACompliance@wildlife.ca.gov, Reference # 1600-2020-0108-R5.
- 1.2 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily

available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

- 1.3 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.4 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.6 Weather Limitations. Permittee's activities within the stream shall be restricted to periods of low rainfall (less than ¼ inch per 24-hour period) and periods of no or low stream flow and dry weather (with less than a 40 percent chance of rain). Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. All erosion control measures shall be initiated prior to all storm events. Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. Weather forecasts shall be documented upon request by CDFW.
- 1.7 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

2. Avoidance and Minimization Measures

In addition to Permittee-proposed best management practices (BMP's), the following measures shall be implemented during project-related activities, to avoid or minimize adverse impacts to fish and wildlife resources identified above.

2.1 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following:

2.1.1 A species fully protected under state law (Fish & G. Code §§ 3511, 4700, 5050

and 5515); A candidate species or species listed as threatened or endangered under the California Endangered Species Act (CESA; Fish & G. Code § 2050 *et seq.*) and/or the Endangered Species Act (ESA; 16 U.S.C. § 1531 *et seq.*); A state-listed rare plant species (Native Plant Protection Act; Fish & G. Code § 1900 *et seq.*); A plant species listed in the California Desert Native Plants Act (Food and Agricultural Code Section 80001 *et. seq.*); A species identified by CDFW as a species of special concern (SSC) and/or included on the Special Animals List; or any other species for which take is prohibited under state or federal law. No direct or indirect impacts shall occur to any protected species, unless one or more individual permits that authorize such impacts are effective for the project. Fully Protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock.

2.2 Reporting Observations to CDFW and CNDDDB. Permittee shall be responsible for reporting all observations of protected species, including threatened/endangered species or species of special concern, to CDFW immediately. Additionally, sightings will be reported to CDFW's Natural Diversity Data Base within ten (10) days of sighting.

2.3 Incidental Take Permit. An Incidental Take Permit (ITP) from CDFW may be required if the project, project construction, or any project-related activity during the life of the project will result in "take," as defined by the Fish and Game Code, of any species protected by CESA (Fish & G. Code, §§86, 2080, 2081, subd. (b) (c)). This Agreement does not authorize take of any rare, threatened or endangered species that may occur within or adjacent to the proposed work area. If there is a potential for take, Permittee may request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with the United States Fish and Wildlife Service (FWS) or National Oceanic and Atmospheric Administration (NOAA) would be required to receive take authority for federal threatened and endangered species. If CDFW determines that any threatened or endangered species would be impacted by project, activities at that location shall stop immediately and the species, habitat or nest site in question shall be avoided and monitored by a Designated Biologist until required state and federal authorizations are obtained by Permittee.

2.4 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, Permittee shall contact the CDFW immediately.

Bird Protection

2.5 Migratory Birds. Be advised, migratory nongame native bird species and their nests are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. § 10.13). Sections 3503, 3503.5, 3011, and 3513 of the

California Fish and Game Code prohibit take of all birds and their nests including raptors and other migratory nongame birds (as listed under the Federal MBTA).

2.6 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 et seq.) before January 1, 2017, and subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

Turbidity and Siltation

2.7 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a stream. No plastic netting of any kind shall be used for this project. Any type of erosion control blanket or other product shall be weed-free. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting.

2.8 Disturbed Soils. Permittee shall stabilize all disturbed soils within the project site to reduce erosion potential, both during and following construction. Planting, seeding with native species, sterile seed mix, and mulching is acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization.

2.9 Excavation Spoils. No castings or spoil from the excavation operations shall be placed near the stream. Spoil storage sites shall not be located within a stream, where spoils can be washed back into a stream, or where it will cover aquatic or riparian vegetation.

Pollution, Litter and Cleanup

2.10 Concrete. No concrete or any cement product may be poured within 150 feet of a stream if measurable rain is forecasted. Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures.

2.11 Pollution Compliance. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.12 Pick Up Debris. Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage and trash that Permittee places within, or where they may enter, the stream. Permittee shall pick up all debris and waste daily.

Exotic Species Removal and Control

2.13 Pest Species. Permittee, shall remove any non-native vegetation (*Arundo donax*), tamarisk (*Tamarix* spp.), eucalyptus-immature <3"DBH (*Eucalyptus* spp.), pepper tree (*Schinus molle*), castor bean (*Ricinus communis*), African umbrella sedge (*Cyperus* spp.), mustards (*Brassica* spp.), tree tobacco (*Nicotiana glauca*), periwinkle (*Vinca minor*), and pampas grass (*Cortaderia selloana*) from the work area and shall dispose of it in a manner and a location which prevents its reestablishment.

2.14 Exotics Removal and Control Mechanisms. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use.

2.15 Herbicide Use and Application. All herbicide use conditions for mixing, application and clean-up shall conform to all applicable federal, state, and local regulations. No herbicides shall be used where threatened or endangered species occur, when wind velocities are above 5 miles per hour, or when nesting birds could be exposed. Nothing in this Agreement represents a pesticide use recommendation that allows for actions which conflict with pesticide use. Any application of herbicide shall be done by a licensed applicator in accordance with all applicable, federal, state, local laws and guidelines. All herbicides, surfactants, and other pesticides utilized within or adjacent to CDFW jurisdictional areas and other sensitive aquatic habitat areas shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).

3. Remediation Measures

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

3.1 On-site Remediation Plan. Permittee has prepared and shall implement a remediation plan for the on-site restoration of Tepusquet Creek. The remediation plan shall present anticipated project impacts and associated restoration requirements for riparian areas. The remediation plan for all impacted Project areas within the stream zone has been submitted to CDFW and is listed as Exhibit C. The plan shall include, at a minimum: (a) the native plant species to be used, container sizes, and seeding rates; (b) planting schedule; (c) measures to control exotic vegetation on site; (d) specific success criteria; (e) a detailed monitoring program that includes three reference sites that reflects pre-impact conditions of the site and reflects that native habitat of the surrounding area; (f) a digital GIS shape files of the restoration sites; (g) contingency measures should the success criteria not be met; and (h) identification of the party responsible for meeting the success criteria and providing for restoration. The final restoration plan will be reviewed and approved by CDFW prior to remediation implementation.

3.2 Success Criteria. All trees shall have a 100% survival rate. All other planting shall have a minimum of 80% survival, by species, the first year and 100% survival thereafter and/or shall attain 75% cover after three years and 90% cover after five years for the life of the project. Prior to the mitigation site(s) being determined successful, they shall be entirely without supplemental irrigation for a minimum of three years. No single species shall constitute more than 50% of the vegetative cover, no woody invasive species shall be present, and herbaceous invasive species shall not exceed 5% cover. If the survival and cover requirements have not been met, Permittee is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for three years after planting.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Reporting. All surveys, pre and post construction notifications, monitoring reports and any other required communication between Permittee and CDFW shall be submitted in digital copy to R5LSACompliance@wildlife.ca.gov Reference # 1600-2020-0108-R5. If a hard copy is submitted it shall be mailed to: 3883 Ruffin Road, San Diego 92123, Attn: Streambed Unit, Reference # 1600-2020-0108-R5.

4.2 Notification Prior to Work. Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of project-related activities.

4.3 Final Construction Report. Permittee shall provide a final construction report to CDFW no later than **two weeks after the project is fully completed** including color photographs of before and after project-related activities, including the surrounding staging areas. The construction report at a minimum shall contain pre-project photographs, total amount of area impacted post-project, and post-project photographs. This shall be submitted to the CDFW no later than December 31, 2021.

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4.4 Remediation Monitoring Report. Permittee shall provide a remediation monitoring report to CDFW **one year from completion of the project each year for five years** and until the remediation has been deemed successful and approved by CDFW. This report shall include at least documentation of the number and species of replacement plants, documentation of revegetation survival percentages/sizes/species, percentage cover of non-native species, photos from designated stations and a digital GIS shape file of the remediation site.

4.5 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of Permittee's mitigation, monitoring and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by Permittee, interview Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Charles and Deanna Ludlam
PDM Investments, LLC
1712 Pioneer Avenue
Cheyenne, WY 82001
PDMInvestmentsgroup@gmail.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Lake and Streambed Alteration Program
Notification #1600-2020-0108-R5
Email: R5LSACompliance@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers,

employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.*

(threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on December 31, 2025, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- Exhibit A. CDFW Notice of Violation – January 16, 2020
- Exhibit B. Application for Lake and Streambed Alteration Permit – Nevada Environmental Consulting – October 3, 2020
- Exhibit C. Tepusquet Creek Channel Restoration - Nevada Environmental Consulting - September 22, 2020

AUTHORITY

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

AUTHORIZATION


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

CONCURRENCE

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

FOR PDM INVESTMENTS, LLC



Charles Ludlum
Deanna Ludlum
Designated Representative

3-24-2021
Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:


Erinn Wilson
Environmental Program Manager

4/6/2021
Date

Prepared by: Brock Warmuth
Environmental Scientist

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION
NUMBER 1600-2020-0108-R5

CEQA FINDINGS

INTRODUCTION:

The California Environmental Quality Act ("CEQA"; Public Resources Code §21000, *et seq.*), and the State CEQA Guidelines ("Guidelines"; 14 Cal.Code Regs. 15000, *et seq.*) require that prior to reaching a decision on a project, a Responsible Agency must consider the environmental effects of the project as shown in the Environmental Impact Report prepared by the Lead Agency.

As the Lead Agency, the County of Santa Barbara adopted the Final Environmental Impact Report for the Cannabis Land Use Ordinance and Licensing Program (SCH No. 2017071016) and caused a Notice of Determination (NOD) to be filed 2 / 9 / 2018.

The California Department of Fish and Wildlife (CDFW) is issuing an Agreement regarding the Stream or Lake Alteration to the project applicant, Charles and Deanna Ludlum. The project is located at 7930 Blazing Saddle Drive, Santa Maria, 93454, in the County of Santa Barbara, State of California; Assessor's Parcel Numbers 131-090-073 and 131-090-074. The project is limited to the remediation of unpermitted grading within a tributary to Tepusquet Creek, as well as improving an existing crossing. An illegal cannabis cultivation operation impacted Fish and Wildlife resources, and the remediation of violations of Fish and Game Code will take place.

The CDFW is a Responsible Agency under CEQA for the purpose of approving the Streambed Alteration Agreement necessitated by the Lead Agency's project. As a CEQA Responsible Agency, CDFW is required by Guidelines §15096 to review the environmental document certified by the Lead Agency approving the project and to make certain findings concerning the project's potential to cause significant, adverse environmental effects. However, when considering alternatives and mitigation measures approved by the Lead Agency, a Responsible Agency is more limited than the Lead Agency. CDFW has responsibility for mitigating or avoiding only the direct or indirect environmental effects of the streambed alteration agreement that it approves.

FINDING: CDFW has considered the Mitigated Neg. Dec. adopted by the Lead Agency. CDFW has independently concluded that the Streambed Alteration Agreement should be issued under the terms and conditions specified therein. CDFW finds that with the mitigation measures incorporated into the Streambed Alteration Agreement, there will be no significant effects from the project.

FINDING: CDFW has considered the EIR adopted by the Lead Agency. CDFW has independently concluded that the Streambed Alteration Agreement should be issued under the terms and conditions specified therein. CDFW finds that changes have been incorporated into the project that will avoid or substantially lessen the significant environmental effect as identified in the final EIR. In particular, CDFW finds that the measures incorporated into the Streambed Alteration Agreement will ensure there will be no significant effects from project.

The Project is Approved.

4/6/2021

DATE: _____

DocuSigned by:

Steve Gibson

614D9A782D93439...

Steve Gibson, Senior Environmental Scientist (Supervisor)
For Erinn Wilson
Environmental Program Manager
South Coast Region
California Department of Fish and Wildlife

Notice of Determination

To:

Office of Planning and Research
For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:

1400 Tenth Street
Sacramento, CA 95814

From:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
Contact: Brock Warmuth
Phone: 714-215-7710
Brock.Warmuth@wildlife.ca.gov



Lead Agency:

County of Santa Barbara
Long Range Planning Division
123 East Anapamu Street
Santa Barbara, CA 93101-2058
Contact: Jessica Metzger
Phone: (805) 568-3532
jmetzger@countyofsb.org

SUBJECT: Filing of Notice of Determination pursuant to Public Resources Code Section 21108

State Clearinghouse Number: 2017071016

Project Title: Lake or Streambed Alteration Agreement for 7930 Blazing Saddle Drive, Tepusquet Remediation Project, 1600-2020-0108-R5.

Project Location: The project is located at 7930 Blazing Saddle Drive, Santa Maria, 93454, in the County of Santa Barbara, State of California; Assessor's Parcel Numbers 131-090-073 and 131-090-074; Latitude 34.976469, Longitude -120.214143. Remediation of unpermitted grading within a tributary to Tepusquet Creek will take place.

Project Description: The California Department of Fish and Wildlife (CDFW) has executed Lake and Streambed Alteration Agreement number 1600-2020-0108-R5, pursuant to section 1602 of the Fish and Game Code to the project Applicant, Charles and Deanna Ludlam. The project is limited to the remediation of unpermitted grading within a tributary to Tepusquet Creek, as well as improving an existing crossing. An illegal cannabis cultivation operation impacted Fish and Wildlife resources, and the remediation of violations of Fish and Game Code will take place.

This is to advise that CDFW, acting as a Responsible Agency, approved the above-described project on _____ and has made the following determinations regarding the project pursuant to California Code of Regulations section 15096, subdivision (i):

1. The project will / will not have a significant effect on the environment. This determination is limited to effects within CDFW's permitting jurisdiction as a Responsible Agency.
2. CDFW considered the environmental impact report prepared by the Lead Agency for this project pursuant to California Code of Regulations section 15096, subdivision (f).
3. Mitigation measures were / were not made a condition of CDFW's approval of the project.
4. A mitigation reporting or monitoring plan was / was not adopted by CDFW for this project.
5. A statement of overriding considerations was / was not adopted by CDFW for this project.
6. Findings were / were not made by CDFW pursuant to California Code of Regulations section 15091.

The final environmental impact report prepared for the project is available to the general public at the office location listed above for the Lead Agency. CDFW's record of project approval as Responsible Agency is available at CDFW's regional office.

DocuSigned by:

Steve Gibson

4/6/2021

Signature

Date:

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Steve Gibson, Senior Environmental Scientist (Supervisor)
For Erinn Wilson, Environmental Program Manager

Date Received for filing at OPR: _____