

California Department of Fish and Wildlife
Northern Region
619 Second Street
Eureka, California 95501



Streambed Alteration Agreement

Notification No. 1600-2021-0056-R1

Unnamed tributaries to Blue Creek, tributary to the Klamath River, Humboldt County

4 Encroachments

Applicant: Yurok Tribe, as represented by Richard Nelson

Property owner: Western Rivers Conservancy

Associated Timber Harvesting Plan: 1-21EX-00561-HUM

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Yurok Tribe (Permittee), as represented by Richard Nelson.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on May 26, 2021 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC 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 activities to be completed according to the Agreement are located 8.5 miles southeast of the town of Klamath in Humboldt County in unnamed tributaries to Blue Creek, tributary to the Klamath River. The project is located in Sections 18 and 21, Township 12N, Range 3E; Section 13, Township 12N, Range 02E; Humboldt Base and Meridian, in the Blue Creek Mountain, California, U.S. Geological Survey 7.5-minute quadrangle.

PROJECT DESCRIPTION

The project proposes to utilize three Class II watercourse gravity fed tanks and one Class I direct drafting site (Table 1 for encroachment details).

Table 1: Streambed Alteration Agreement 1600-2021-0056-R1 encroachment details for 1-21EX-00561-HUM “Blue Creek Ridge Drafting”.

Map Point	Watercourse classification	Encroachment description	Minimum culvert size (in)
Metal Bridge Tank	II	Gravity Fed Tank Drafting	NA
Ladder Tank	II	Gravity Fed Tank Drafting	NA
Smiley Face Tank	II	Gravity Fed Tank Drafting	NA
Blue Creek Bridge	I	Direct Drafting	NA

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Chinook salmon (*Oncorhynchus tshawytscha*), coho salmon (*O. kisutch*), steelhead (*O. mykiss*), Foothill Yellow-legged Frog (*Rana boylei*), other amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include direct and/or incidental take of species protected under the California Endangered Species Act, mortality contributing to local decline or extirpation of California species of special concern, impeded up- and/or down-stream migration of aquatic species, damage to spawning and/or rearing habitats and potential cumulative impacts.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. ADMINISTRATIVE MEASURES

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site: Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site: Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions: Permittee shall notify 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.
- 1.4 Minor Language Changes. CDFW reserves the right to authorize minor language revisions to this Agreement provided both CDFW and the Responsible Party concur with minor language changes and both initial and date changes on the respective documents belonging to both the Responsible Party and CDFW.
- 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 Project Accordance: Except where otherwise stipulated in this Agreement, all work shall be in accordance with the project description submitted with

Notification No. 1600-2021-0056-R1 and 1-21EX-00561-HUM approved by CAL FIRE on 4/27/2021.

- 1.7 Amendment of Agreement into the Timber Harvesting Plan (THP): Before any work covered by this Agreement is undertaken, this Agreement shall be amended into and made enforceable as part of the THP.
- 1.8 All Lake and Streambed Alteration Agreement (LSAA) notification, amendment, extension, and emergency forms can be found:
<https://www.wildlife.ca.gov/Conservation/LSA/Forms>.

2. REPORTING AND NOTIFICATION MEASURES

- 2.1 CDFW Reporting Location: All reports shall be sent by email to (CTP@wildlife.ca.gov).
- 2.2 Notice of Beginning Work. The Permittee shall contact CDFW within the 7-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, (THP) number, and the anticipated start date.
- 2.3 Notice of Work Completion. The Permittee shall contact CDFW within thirty days of completion of the work permitted by this Agreement. Information to be disclosed shall include Agreement number and THP number.
- 2.4 Annual Water Drafting Logbooks: At the end of the year, all drafting logbooks shall be sent to Eureka CDFW via email or mail.
- 2.5 Water Drafting Reports: During all active Class I and/or Class II watercourse water drafting location operations, streamflow, and drafting rate measurements shall be collected at least every two weeks and provided to CDFW by email.
- 2.6 Emergency Road Work: Permittee may remove obstructions and sediment at any time if the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail outside the time periods specified above. If heavy equipment is used, notify CDFW within 14 days after completing activity using the emergency work form (<https://www.wildlife.ca.gov/Conservation/LSA/Forms>).

AVOIDANCE AND MINIMIZATION MEASURES

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below as outlined in Sections 3 through 5.

3. PROJECT TIMING

- 3.1 Timing for Water Drafting on Class I and II Watercourses: Permittee shall conduct water drafting only during periods between June 1 and October 15.

4. GENERAL CONDITIONS FOR ALL ENCROACHMENTS

- 4.1 Equipment shall not operate in a Class I watercourse when water is present unless site specifically provided for in this Agreement. In Class II and/or Class III watercourses, equipment shall not operate in a flowing stream or wetted channel except as may be necessary to construct and remove in-stream structures to catch and contain water (i.e., cofferdams) to divert stream flow and isolate the work site, or as otherwise specifically provided for in this Agreement.
- 4.2 Heavy equipment shall not enter, cross, or operate in a stream when surface water is present. If heavy equipment is approved by CDFW for use in the stream at a particular site, equipment shall be cleaned of materials deleterious to aquatic life including oil, grease, hydraulic fluid, soil, and other debris. Cleaning of equipment shall take place outside of the Watercourse and Lake Protection Zone (WLPZ) and prior to entering the water.
- 4.3 No fill material shall be placed within a stream except as specified in this Agreement.
- 4.4 Adequate and effective erosion and siltation control measures shall be used to prevent sediment or turbid or silt-laden water from entering streams at all times. Where needed, Permittee shall use native vegetation or other treatments including jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles, fiber rolls, and other erosion control treatments shall not contain plastic mesh netting.
- 4.5 All bare mineral soil outside of the stream channel and in the riparian area exposed in conjunction with road work and drafting activities shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Restoration shall include the seeding and mulching of all bare mineral soil with at least 2 to 4 inches straw mulch and native plants or regionally appropriate seeds, or sterile varieties or short-lived non-native annuals that are known not to persist or spread such as cereal cover crops [e.g. barley (*Hordeum vulgare*), buckwheat (*Fagopyron esculentum*), oats (*Avena sativa*), rye (*Secale cereale*), wheat (*Triticum aestivum*)] to avoid the propagation of non-native (invasive) plants and minimize competition with native vegetation. Annual (Italian) ryegrass (*Lolium multiflorum*) shall not be used.
- 4.6 Encroachments and associated approaches, structures, fills, and other exposed soils shall be armored as needed to protect the stream channel and banks from erosion. Armoring shall be comprised of rock riprap, large woody debris (LWD), or

- other non-polluting materials and shall be constructed to remain in place during periods of high flow events. When used on permanent culverts, armoring shall extend at least as high as the top of the culvert and shall prevent bank erosion by extending a sufficient distance upstream and downstream along the banks.
- 4.7 Approaches to all encroachments shall be treated to eliminate the generation and transport of sediment to streams. Treatment locations shall include, but not be limited to, road surfaces, fill faces, cut banks, and road drainage ditches. Road approaches and other work shall be left in a finished condition with all hydrologic connectivity from the road or ditch to the site eliminated as feasible and effective erosion control in place prior to any rainfall event capable of generating runoff. Effective erosion control shall extend away from the crossing to at least the first waterbreak.
 - 4.8 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Any trees felled in encroachment road approaches pursuant to this condition shall be left on site as large wood.
 - 4.9 Temporary erosion control devices, such as straw bales, silt fencing, and sandbags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.
 - 4.10 All non-merchantable LWD excavated during crossing construction or deconstruction shall be used on site for streambed and bank stabilization or erosion control. LWD shall be sufficiently anchored or keyed-in to resist movement during high flows and placed in a manner that prevents undercutting of streambanks.
 - 4.11 Permittee shall provide site maintenance including, but not limited to, re-applying erosion control to minimize surface erosion and ensure streambeds and banks remain sufficiently armored and/or stable at the encroachment for as long as the encroachment remains.
 - 4.12 Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the ordinary high-water mark before such flows occur or the end of the yearly work period, whichever comes first.
 - 4.13 Refueling of equipment and vehicles and storing, adding, or draining lubricants, coolants or hydraulic fluids shall not take place within RMZs or within stream beds, banks or channels. All such fluids and containers shall be disposed of properly. Heavy equipment including water drafting trucks parked within RMZs or streambeds, banks or channels shall use drip pans or other devices (e.g., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.

- 4.14 No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil, or petroleum products, or other organic or earthen material from any logging, construction, or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into Waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any stream.

5. WATER DRAFTING

- 5.1 Limitations and restrictions of drafting conditions apply to each individual drafting site. All THPs using a drafting site shall comply individually and collectively with limitations and restrictions in this Agreement.
- 5.2 Drafted water shall only be used for timber operations related to dust abatement, road maintenance, road and stream crossing construction, reconstruction, deconstruction, upgrading and decommissioning, fire suppression, prescribed fuel reduction burning, and pesticide mixing.
- 5.3 Permittee shall not grant permission to other parties to use water drafting sites or water drafted under this Agreement for purposes other than permitted without first informing CDFW and amending this Agreement. Such permission shall assure that conditions to which Permittee must adhere are followed individually and collectively by all parties using the site.
- 5.4 Water may be drafted year-round, prior to drafting in each calendar year, a pre-operational meeting shall take place between the RPF and the licensed timber operator (LTO) responsible for field operations. The meeting shall take place at a representative sample of drafting sites, including all drafting sites with unique, site-specific conditions. The LTO shall inform all water truck operators of their responsibilities under this Agreement.
- 5.5 Drafting by more than one truck shall not occur simultaneously at the same site.
- 5.6 All water drafting vehicles shall be checked daily and shall be repaired as necessary to prevent leaks of deleterious materials from entering the WLPZ or stream.
- 5.7 For any instream work for intakes or approaches that was not described in the notification project description, Permittee shall notify CDFW and obtain an amendment to this Agreement, if necessary, prior to doing this work.

- 5.8 Effective erosion control such as waterbars, gravel berms, or hay bales shall be installed and maintained as necessary to remain effective where overflow run-off from water trucks or storage tanks may enter the stream.
- 5.9 Pesticide mix trucks shall not directly draft water from a stream or pond. Pesticide shall not be mixed where runoff may enter a stream or hydrologically-connected drainage facility.
- 5.10 Water truck operators drafting water from within or downstream of a known sudden oak death syndrome infestation area shall disinfect water in trucks and shall disinfect truck water tanks before leaving the area. Disinfection shall be accomplished by using 1 gallon of Ultra Clorox Bleach per 1000 gallons of drafted water (i.e., a solution equivalent to 50 parts per million chlorine). The water truck shall be filled to capacity and then driven for 5 minutes to allow the bleach-water mixture enough contact time to allow for complete mixing and disinfection prior to using or disposing of water from the truck. Following disinfection, the bleach-water mixture shall be disposed of by spreading on a bare mineral surface area (e.g., a rocked or native-surface road surface) at least 100 feet from any lake, stream, or riparian area, at a rate that will ensure rapid absorption and/or evaporation. No bleach-water mixture shall be allowed to come in contact with water in a stream, lake, or pond, or riparian or wetland vegetation.
- 5.11 Screens shall be installed on intakes wherever water is drafted. Intakes shall be at least 6 inches above the bottom of the channel and away from submerged vegetation, where practicable. Where not practicable, intakes shall maximize these clearances.
- 5.12 Screens and intakes shall be inspected weekly, kept in good repair, and kept clean and free of accumulated algae, leaves, or other debris or obstructions.
- 5.13 Drafting for storage tanks shall:
 - a) Screen flow at the point of diversion (intake);
 - b) Have a valve in the diversion line before it enters the tank so flow can be regulated;
 - c) Have float valves to prevent overflow or drain overflow from tanks using pipes that will return all excess water to the source stream, and armor or otherwise prevent erosion of the outfall location of water storage tank return pipes. If overflow drains are used, outflow water temperature shall not exceed more than 1 degree Celsius of the bypass flows;
 - d) Not spill excess water onto the drafting pad, tank pad, or road surface; and
 - e) Screen or close all points of ingress to the tank to prevent wildlife entry or

entrapment.

- 5.14 Class I watercourse water drafting intake screens shall:
- a) Be designed so that approach velocity is no more than 0.1 feet per second (fps);
 - b) Have at least 2.5 square feet of wetted, unobstructed screen; and
 - c) Be constructed of wire mesh, perforated plate, or pipe with at least 27 percent open area. Round openings in the screen shall not exceed 3/32 inch (2.38 millimeters) in diameter. Slotted openings shall not exceed 1/16 inch (1.75 mm) horizontally (providing a maximum diagonal opening of 3/32 inch).
- 5.15 Class II watercourse drafting intakes shall be screened and openings in the screen shall not exceed 3/32-inch diameter.
- 5.16 At the end of drafting operations each season, intakes shall be removed from the channel. Intakes shall then be plugged, capped, or blocked using a shut-off valve, or removed from the flood prone area during the winter period.
- 5.17 If CDFW determines water drafting from a site is, or may result in, significant adverse impacts to sensitive resources, drafting operations shall cease until a site-specific plan to reduce the impacts is developed and this Agreement is amended to include these measures.
- 5.18 Source flow at drafting sites shall be measured using a flow meter, bucket, or float method. Permittee shall document equipment and procedures used to measure streamflow.

PROCEDURES FOR WATER DRAFTING FROM CLASS I WATERCOURSES

In addition to the General Water Drafting Procedures above, the following shall apply to water drafting from Class I watercourses.

- 5.19 Water drafting from Class I watercourses shall adhere to requirements in Table 2. Water drafting from a Class I watercourse drafting site shall cease when source flow drops to 2 cubic feet per second (cfs).
- 5.20 Water Drafting Reports: During active Class I water drafting operations, streamflow, and drafting rate measurements (See Table 2) shall be collected at least every two weeks and provided to CDFW by email (CTP@wildlife.ca.gov).
- 5.21 The following shall apply to each seasonally active Class I watercourse drafting site when the source flow (streamflow) is 6.0 cfs or less:

- a) Water truck operators shall be in possession of a logbook that contains the following information, kept current during operations:
 - i) Drafting site location;
 - ii) Date, time (including a.m. or p.m.), and operators name;
 - iii) Whether pumping directly from stream or from a tank;
 - iv) Truck capacity in gallons and estimated gallons of water drafted;
 - v) Filling time;
 - vi) Drafting rate; and
 - vii) Screen cleaning and inspection notes.
- b) Prior to drafting below 6 cfs, Permittee shall provide verification that the pump(s) used for pumping directly from a stream can be adjusted to the pumping rates set forth in Table 2. This documentation shall be provided to CDFW by email (nicholas.simpson@wildlife.ca.gov).

PROCEDURES FOR CLASS I INFILTRATION GALLERIES

- 5.22 All measures in "Procedures for Class I watercourses" shall be adhered to for water diversion using infiltration galleries.
- 5.23 At the end of the drafting season, the infiltration gallery shall not be filled in. This measure is to avoid burying amphibians residing in the infiltration gallery.

Table 2. Class I Watercourse Requirements: Maximum Allowable Water Drafting Rates.

Source Flow (streamflow) in cfs (gpm)	Range of allowable water drafting rates (gpm)	Estimated time to draft 3,200 gallons	REQUIREMENTS
> 7.8 (3500)	350	9 minutes	Maximum removal rate shall be < 10% of source flow (streamflow). Monthly reporting.
> 6 - 7.8 (2693 – 3500)	270 – 350	9 – 12 minutes	Maximum removal rate shall be < 10% of source flow (streamflow). Biweekly reporting
> 2.25 - 6 (1009 – 2693)	101 – 270, depending on flow	12 – 32 minutes	Drafting Logs Required; Maximum removal rate shall be < 10% of source flow (streamflow); Trucks likely require smaller pumps; pumping rate verification required. Biweekly reporting
>2 – 2.25 (898 – 1010)	90 – 101, depending on flow	32 – 48 minutes	Drafting Logs Required; Maximum removal rate shall be < 10% of source flow (streamflow); Trucks will require smaller pumps; pumping rate verification required. Biweekly reporting.
≤ 2 (898)	NO DRAFTING		WATER DRAFTING PROHIBITED

PROCEDURES FOR WATER DRAFTING FROM CLASS II WATERCOURSES

In addition to the General Water Drafting Procedures, the following shall apply to each seasonally active Class II watercourse drafting site:

- 5.24 Water drafting shall adhere to Table 2. Water drafting from a Class II watercourse drafting site shall cease when streamflow drops to 0.01 cfs (4.5 gpm).
- 5.25 For Class II sites actively used for drafting via gravity flow into a tank or other storage facility, Permittee shall inspect the diversion intake on at least a weekly basis. During this inspection Permittee shall:
 - a) Measure the streamflow and temperature immediately upstream of the diversion; if unable to do so, explain why and state where streamflow and temperature were measured;
 - b) Measure the temperature of water overflow from the storage tank to the stream;
 - c) Measure the diversion flow either directly (in the water lines or where it enters the tank) or indirectly (by subtracting a flow measurement taken immediately downstream of the diversion from that taken immediately

upstream of the diversion);

- d) Calculate the rate of diversion and make adjustments as needed at the intake or tank to meet the requirements of Table 3;
- e) The information collected above, including calculated rates of diversion and adjustments made, shall be provided to CDFW by email (nicholas.simpson@wildlife.ca.gov) by the last day of each month during which water was drafted.

Table 3. Class II Watercourse Requirements: Maximum Allowable Water Drafting Rates.

Source flow (streamflow) in cfs (gpm)	Range of allowable water drafting rates (gpm)	Requirements as a maximum percent of removal of source flow	Reporting
> 2.0 (> 898)	225	25 %	Monthly
> 1.5 – 2.0 (> 673 – 898)	168 – 225	25 %	Biweekly
> 1.0 – 1.5 (> 449 - 673)	110 – 168	25 %	Biweekly
> 0.5 – 1.0 (> 224 – 449)	55 – 110	25 %	Biweekly
> 0.25 – 0.5 (> 112 – 224)	28 – 55	25 %	Biweekly
> 0.1 – 0.25 (> 45 – 112)	10 – 28	25 %	Biweekly
> 0.05 – 0.1 (> 22 45)	5 – 10	25%	Weekly
> 0.025 – 0.05 (> 11 – 22)	2.5 – 5	25 %	Weekly
≥0.01 – 0.025 (>4.5 – 11)	1.0	9 – 22 %	Weekly
≤ 0.01 (≤4.5)	WATER DRAFTING PROHIBITED		

CONTACT INFORMATION

Written communication that Permittee or CDFW submits to the other shall be delivered to the address below unless Permittee or CDFW specifies otherwise:

To Permittee:

Richard Nelson
Western Rivers Conservancy
P.O. Box 1027 Hunter Creek Road
Klamath, California 95548
richard.yuroktribe.nsn.us

To CDFW:

Department of Fish and Wildlife
North Coast Region
619 Second St.
Eureka, California 95501
ATTN: Lake and Streambed Alteration
Program
Notification # 1600-2021-0056-R1
nicholas.simpson@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 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 FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species under the California Endangered Species Act – CESA), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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.

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.

EXTENSIONS

In accordance with FGC section 1605 (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form. CDFW shall process the extension request in accordance with FGC 1605 (b) through (e).

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

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 CEQA.

TERM

This Agreement shall expire 5 years from the CDFW signature date below unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605 (a) (2) requires.

EXHIBITS

Maps of the encroachment sites are included as an exhibit to the Agreement and shall be incorporated herein by reference.

AUTHORITY

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

AUTHORIZATION

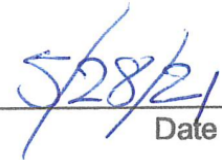
This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

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

FOR: YUOK TRIBE


Richard Nelson


Date

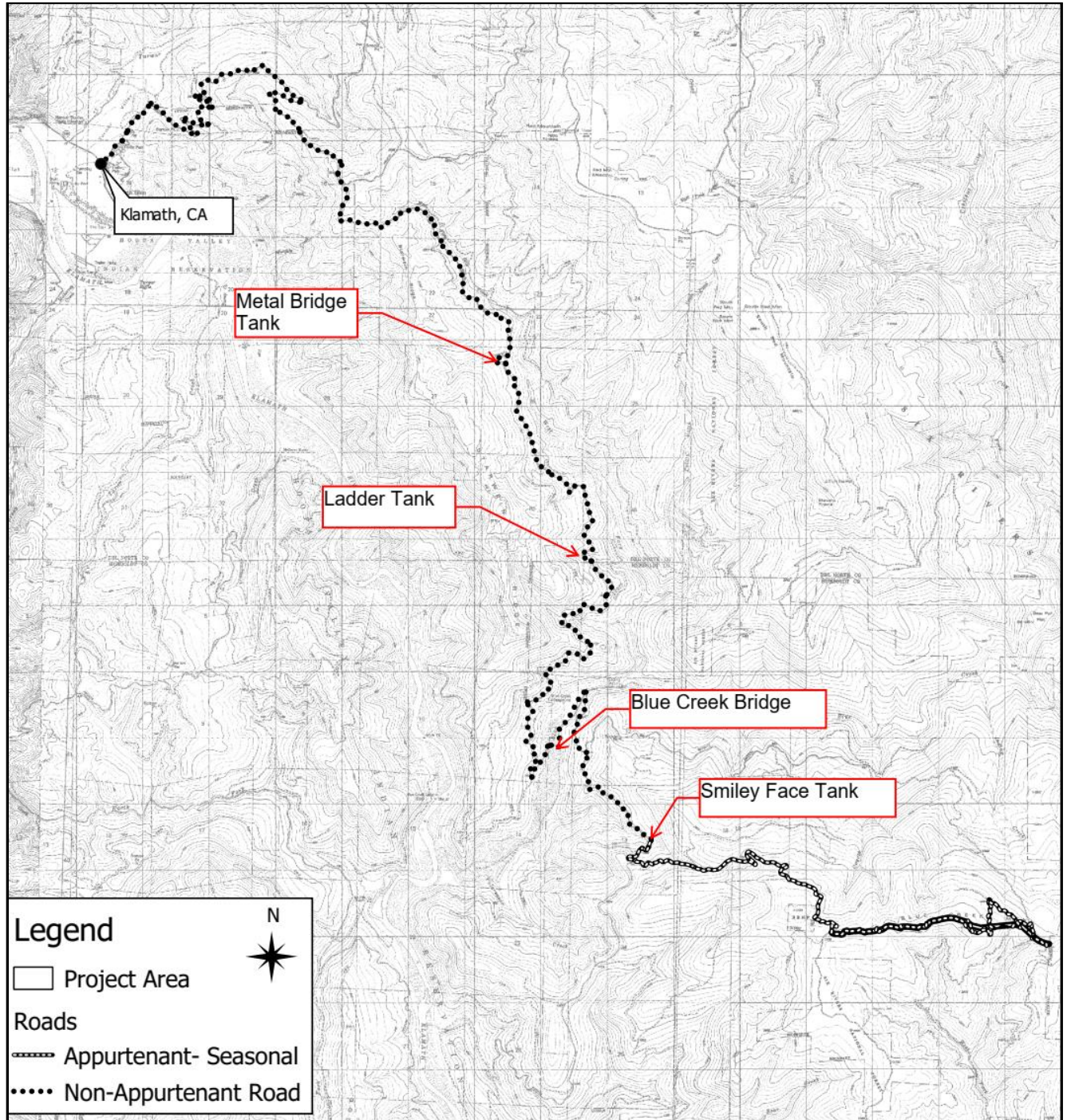
FOR: California Department of Fish and Wildlife


Richard Klug
Senior Environmental Scientist (Supervisory)
Timber Conservation Planning

6-02-2021
Date

**Prepared by: Nicholas Simpson
Senior Environmental Scientist (Specialist)
May 27, 2021**

Attachment A: Map



Notice of Exemption

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

From:
Department of Fish and Wildlife
Region 1 – Northern
619 Second Street
Eureka, CA 95501



Street Address:
1400 Tenth Street
Sacramento, CA 95814

State Clearinghouse Number: N/A

Project Title: Blue Creek Ridge Drafting 1-EX-00561-HUM (Lake or Streambed Alteration Agreement No. 1600-2021-0056-R1)

Project Location: The activities to be completed according to the Agreement are located 8.5 miles southeast of the town of Klamath in Humboldt County in unnamed tributaries to Blue Creek, tributary to the Klamath River. The project is located in Sections 18 and 21, Township 12N, Range 3E; Section 13, Township 12N, Range 02E; Humboldt Base and Meridian, in the Blue Creek Mountain, California, U.S. Geological Survey 7.5-minute quadrangle.

Project Description: The project proposes to utilize three Class II watercourse gravity fed tanks and one Class I direct drafting site.

Public Agency Approving Project: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE


Person or Public Agency Carrying Out Project: Richard Nelson

Exempt Status:

- Statutory Exemption.
- Categorical Exemption. Type – Class 2; California Code of Regulations, Title 14, Section 15302

Reasons why project is exempt: There would be no significant adverse impact on endangered, threatened, or rare species or their habitat pursuant to §15065. There are no hazardous materials at or around the project site that may be disturbed or removed. The project will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

CDFW Contact Person: Nicholas Simpson (Senior Environmental Scientist Specialist), (707) 445-6512

Signature:  *Date:* 6-02-2021
Richard Klug, Senior Environmental Scientist Supervisor

Date received for filing at OPR: _____