

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



Streambed Alteration Agreement

Notification No. 1600-2021-0057-R1

Larabee Creek and unnamed tributaries to Larabee Creek, tributary to the Van Duzen River,
Tributary to the Eel River, Humboldt County

4 Encroachments

Applicant: Bill Dann

Property owner: Bradford Floyd

Associated Timber Harvesting Plan: 1-20EX-01338-HUM; Floyd

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Bradford Floyd, as represented by Bill Dann.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on May 27, 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 13 miles south of Bridgeville in Humboldt County in Larabee Creek and unnamed tributaries to Larabee Creek, tributary to the Van Duzen River, tributary to the Eel River. The project is located in Section 35, Township 1S, Range 04E; Humboldt Base and Meridian, in the Blocksburg, California, U.S. Geological Survey 7.5-minute quadrangle.

PROJECT DESCRIPTION

The project proposes to install and remove a Class I temporary crossing, replace a Class II watercourse culvert crossing, draft water from a Class I watercourse, repair a Class I bridge abutment (Table 1 for encroachment details).

Table 1: Streambed Alteration Agreement 1600-2021-0057-R1 encroachment details for 1-20EX-01338-HUM "Floyd".

Map Point	Watercourse classification	Encroachment description	Minimum culvert size (in)
1	I	Direct Water Drafting and Infiltration Gallery Construction	NA
2	I	Temporary Crossing	Multiple-24 half rounds
3	II	Watercourse Crossing	84
4	I	Bridge Abutment Repair	NA

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: steelhead (*Oncorhynchus 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. 1600-2021-0057-R1 and 1-20EX-01338-HUM approved by CAL FIRE on 8/27/2020.

- 1.7 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 nicholas.simpson@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 Aquatic Species of Special Concern Surveys: To implement the appropriate Species of Special Concern protections, the permittee shall conduct the following measures when water is present within 100 feet at time of installation/ modification of Sites 1, 2 and 4:
- a) Prior to initiating operations within a watercourse in which active flow is present, a qualified biologist or person knowledgeable with all life stages of the regionally occurring fish and amphibian species shall conduct a visual encounter survey.
 - b) Visual encounter surveys shall consist of walking the entire survey reach, minimum 100 feet above and 100 feet below the project area footprint and within the streambed at bank full, visually scanning in the water and on the banks.
 - c) If fish, amphibian or reptile are identified within the work area, CDFW shall be contacted prior to operations to discuss avoidance measures. This information shall be provided to the Department by email (nicholas.simpson@wildlife.ca.gov) prior to the start of operations.
 - d) Capturing, handling, moving, and/or relocating State or federally listed

species or Candidate species are not permitted under this Agreement.

- 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 9.

3. PROJECT TIMING

- 3.1 Timing for Work on Class I and II Watercourses: Permittee shall conduct the following activities only during periods between June 1 and October 15: vegetation removal; bank stabilization; and maintenance, replacement, and installation of watercourse crossings. Temporary crossings installed during this time shall be removed prior to October 15.

4. INSPECTIONS AND REPAIR WORK

- 4.1 Inspection Timing: All crossings appurtenant to proposed operations shall be inspected by Permittee at least once during the first spring following construction. The inspection shall ensure that crossings are functioning as designed, road approaches hydrologically disconnect the road prism from waters, and the fine sediment present on road approach surfaces is prevented from delivery to streams. Inspection results and follow-up repair measures shall be documented and provided to CDFW in the annual monitoring report.
- 4.2 Repair Work: Permittee shall perform routine repair work that prevents diversion of water from a stream or ditch or helps maintain a stable operating surface within 50 feet of a crossing (e.g., repairing inboard ditches, cross drains, waterbars, road surface and fill, unblocking of culverts) as soon as possible, regardless of the time of year. Forest floor discharge sites below the outlets of drainage facilities on all roads within the plan area and appurtenant to proposed operations shall be inspected for evidence of sediment delivery to streams. If evidence of sediment delivery is present, additional measures shall be undertaken to reduce the discharge of sediment from the site.

5. GENERAL CONDITIONS FOR ALL ENCROACHMENTS

- 5.1 Equipment shall not operate in a Class I watercourse when water is present unless site specifically provided for in this Agreement. In Class II 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.
- 5.2 Heavy equipment shall not enter, cross, or operate in a stream when surface water is present with the exception of Sites 3 and 4. At these sites, 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.
 - a) At Site 3, heavy equipment shall be allowed a maximum of one pass through the wetted channel to mobilize equipment for crossing installation and removal.
 - b) At Site 4, CDFW shall be contacted prior to any heavy equipment use in the active stream channel. The permittee shall provide CDFW with photos and schematics describing how turbidity will be minimized during bridge abutment maintenance operations. Once the permittee and CDFW have developed mutually agreeable channel disturbance measures, work may commence.
- 5.3 In Class II watercourses, where flowing water is present during operations:
 - a) Cofferdams shall be installed to divert stream flow, isolate, and dewater the work site, catch any sediment-laden water, and minimize sediment transport downstream. Cofferdams shall be constructed of non-polluting materials including sandbags, rock, and/or plastic tarps. Mineral soil shall not be used in the construction of cofferdams.
 - b) Flowing water shall be cleanly bypassed and/or prevented from entering the work area through pumping or gravity flow, and cleanly returned to the stream below the work area. Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and provide flows to downstream reaches.
 - c) Permittee shall remove any turbid water and sediment present in the work area prior to restoring water flow through the project site and place them in a location where they cannot enter the Waters of the State.
- 5.4 No fill material shall be placed within a stream except as specified in this Agreement.

- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 Encroachments shall be constructed, deconstructed, and maintained in a manner that minimizes to the extent feasible headcutting or downcutting of the stream channel by installing grade control such as riprap, woody debris, or through other effective measures.
- 5.9 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.
- 5.10 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.

- 5.11 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.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 5.15 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.
- 5.16 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.

6. PERMANENT CULVERT CROSSINGS

- 6.1 Culvert Alignment: Permittee shall align culverts with the watercourse channel. Culverts shall extend beyond the road fill and shall not be perched (suspended). On Class II and III watercourses they shall be installed at watercourse gradient or have downspouts or energy dissipaters (rock rip-rap or boulders) at the outfall to prevent erosion.

- 6.2 Basins at Culvert Inlets: Permittee shall ensure basins are not constructed and channels are not widened at culvert inlets unless designed and approved.
- 6.3 Culverts Extend Beyond Toe of Fill: Permittee shall ensure that culverts extend lengthwise completely beyond the toe of fill.
- 6.4 Culverts Aligned With the Stream Channel: Permittee shall ensure that permanent culverts and their outfall structures are aligned with the stream channel and as wide as or wider than the channel width.
- 6.5 Culvert Bottom at Natural Streambed Elevation: Permittee shall ensure that permanent culverts are placed with the bottom set at or slightly below the natural streambed elevation to the maximum extent feasible.
- 6.6 Culverts Not Set to Grade: Permittee shall ensure, if permanent culverts cannot or will not be set to grade, that they shall have downspouts and/or energy dissipators below the outfall as needed to effectively control erosion. If half-round downspouts (flumes) are used, they shall be placed in line with the culvert, sized larger than the culvert and of sufficient size to accommodate entire anticipated stream flow. Downspouts shall be securely attached to the culvert and staked or otherwise anchored to the fill slope.
- 6.7 Permanent Culvert Sized to Pass One Hundred Year Flow: Permittee shall size permanent culverts at stream crossings to pass the estimated 100-year flood flow, including debris and sediment loads, without overtopping or diverting. Culvert sizing factors shall include transportation of bedload and the abundance and size of woody debris likely to be introduced to the stream upstream of the culvert crossing. Culverts shall be set at the natural streambed elevation to the maximum extent feasible.
- 6.8 Culvert Protection: Permittee shall protect culvert inlets and outlets from erosion as appropriate through armoring constructed of rock rip-rap or other non-erodible material (e.g. concrete head wall). Where used, rock rip-rap or armoring shall be of sufficient size and depth to remain in place during 100-year peak flows (generally 12 inch or greater diameter or equal to the largest size that naturally exists in the channel), extend at least as high as the top of the pipe on inlets, and shall extend sufficient distance upstream as wing walls to prevent bank erosion. Where armoring is used, the channel at the culvert outlet shall be rip-rapped in a U-shaped channel and rip-rap set below grade so as to allow the natural accumulation of bedload at watercourse grade.
- 6.9 Excavate and Dispose of Sediment Depositions: Permittee shall excavate and dispose of sediment depositions from stream channels at the inlets of the culvert at a location and in a manner where sediment shall not enter the waters of the State.

7. TEMPORARY CROSSINGS

- 7.1 Class I Temporary Crossings: The crossing shall pass juvenile and resident adult fish. A sufficient number of 24-inch half round culverts shall be used to span the wetted channel.
- 7.2 Temporary crossings shall not restrict surface flows at the time of installation.
- 7.3 When surface water is present, temporary crossing fill shall only be composed of clean, durable, screened rock and a culvert or a combination of such rock, filter fabric, sound logs and green slash, and straw. These materials shall cause no siltation.
- 7.4 During temporary crossing deconstruction and removal activities, when stream crossings, stream channels, and fills are excavated, all materials shall be excavated down to the original stream channel and outwards, horizontally, as wide as or wider than the natural channel to form a channel as close as feasible to the natural stream grade and alignment.

8. DECONSTRUCTION AND ABANDONMENT

- 8.1 When stream crossings and fills are removed, all fills shall be excavated down to the original stream channel and outwards, horizontally, as wide as or wider than the natural channel to form a channel as close as feasible to the natural stream grade and alignment. The restored stream bank slopes shall be no steeper than a 2:1 slope (horizontal: vertical) or natural slope. Restored slopes shall be stabilized to prevent slumping and to minimize soil erosion that could lead to sediment deposition into Waters of the State.
- 8.2 Sites previously not fully excavated shall be completely excavated when crossings are deconstructed. Adjacent potentially unstable road or landing fill that can enter a stream shall also be excavated when crossings are deconstructed.
- 8.3 All excavated fills shall be placed and stabilized/compacted in stable areas where it cannot enter or erode into a stream.

9. WATER DRAFTING

- 9.1 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.
- 9.2 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.

- 9.3 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.
- 9.4 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.
- 9.5 Drafting by more than one truck shall not occur simultaneously at the same site.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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.
- 9.10 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 rock 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.

- 9.11 Screens shall be installed on intakes wherever water is drafted.
- 9.12 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.
- 9.13 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).
- 9.14 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.
- 9.15 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.
- 9.16 An infiltration gallery may be constructed in the dry gravel bar adjacent to watercourse. The infiltration gallery may be not larger than 10 feet in diameter and 6 feet deep.
- 9.17 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.
- 9.18 A critical riffle crest shall be identified immediately downstream of the infiltration gallery. A temporary staff gage shall be installed at this location to maintain critical riffle depths and associated bypass flows for salmonids. CDFW's Standard Operating Procedure for Critical Riffle Analysis for Fish Passage in California (2013) identifies where the gage should be placed.
- 9.19 During drafting operations, the critical riffle crest depth shall not decrease by any amount.
- 9.20 Drafting operations shall cease when the critical riffle crest depth reaches 0.3 feet (approximately 2 cubic feet per second).

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:

Bill Dann
2963 Pigeon Point Road
Eureka, California 95503
bdann5852@gmail.com

To CDFW:

Department of Fish and Wildlife
North Coast Region
619 Second St.
Eureka, California 95501
ATTN: Lake and Streambed Alteration
Program
Notification # 1600-2021-0057-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.

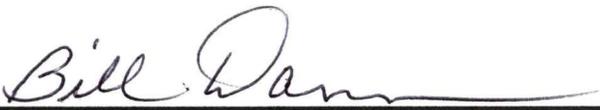
AUTHORIZATION

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:



Bill Dann 6/7/2021
Date

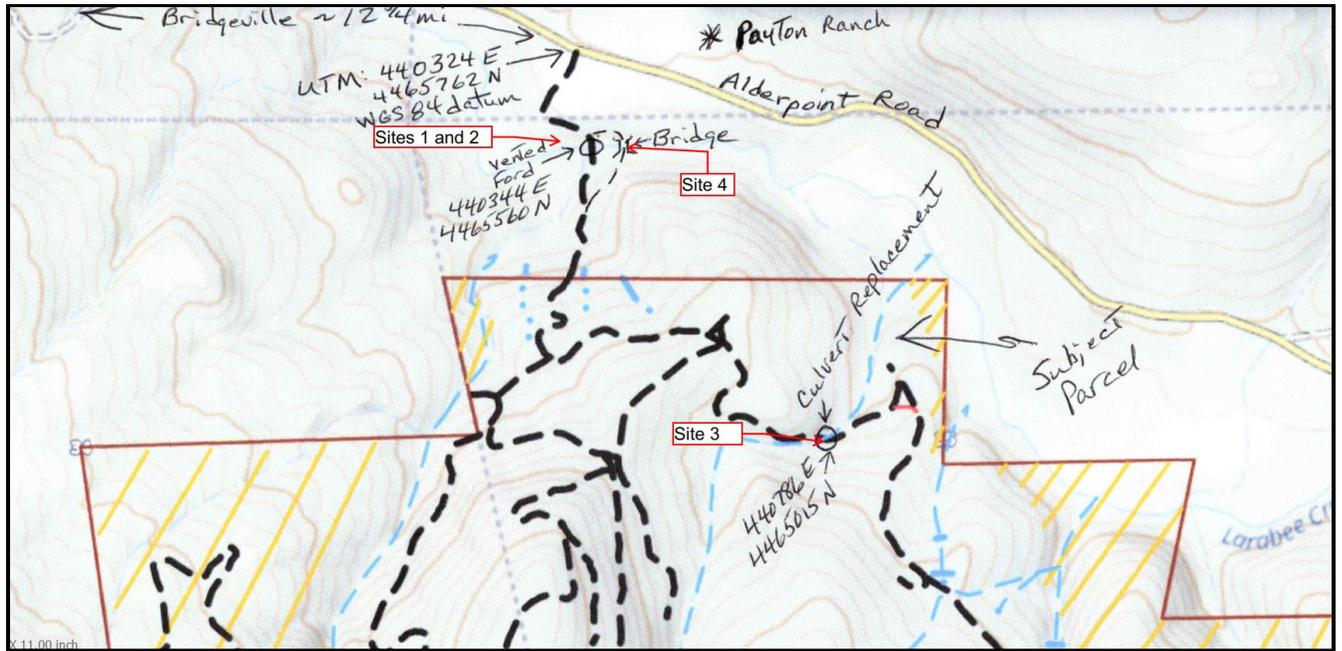
FOR: California Department of Fish and Wildlife



Richard Klug 6-8-2021
Date
Senior Environmental Scientist (Supervisory)
Timber Conservation Planning

Prepared by: **Nicholas Simpson**
Senior Environmental Scientist (Specialist)
June 7, 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: Floyd 1-21-EX-01338-TRI (Lake or Streambed Alteration Agreement No. 1600-2021-0057-R1)

Project Location: The activities to be completed according to the Agreement are located 13 miles south of Bridgeville in Humboldt County in Larabee Creek and unnamed tributaries to Larabee Creek, tributary to the Van Duzen River, tributary to the Eel River. The project is located in Section 35, Township 1S, Range 04E; Humboldt Base and Meridian, in the Blocksburg, California, U.S. Geological Survey 7.5-minute quadrangle.

Project Description: The project proposes to install and remove a Class I temporary crossing, replace a Class II watercourse culvert crossing, draft water from a Class I watercourse, repair a Class I bridge abutment.

Public Agency Approving Project: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Person or Public Agency Carrying Out Project: Bill Dann

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:* 6-8-2021
Richard Klug, Senior Environmental Scientist Supervisor

Date received for filing at OPR: _____