

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTHERN REGION
601 LOCUST STREET
REDDING, CA, 96001



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2020-0363-R1
Cherry Creek and unnamed tributaries to Cherry Creek
Four Encroachments

MR. DEWEY ROBBINS
THP 2-20-00114-SIS, "NEUTRONIUM"

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Jefferson Resource Company (JRC) (Permittee) as represented by Mr. Robbins (Forester).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 13, 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 on Cherry Creek and multiple unnamed tributaries to Cherry Creek, tributary to the McAdams Creek, which is a tributary to Moffett Creek, in the Deadwood Creek (1105.420807) Planning Watershed, in the County of Siskiyou, State of California; Township 45N, Range 08W section 33; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle map Indian Creek Baldy.

PROJECT DESCRIPTION

The project is limited to four (4) encroachments including the installation and removal of three temporary vented rock ford crossings (Map Points 9, 11, and 12) and one culvert crossing (MRP B) utilizing one 18-inch Corrugated Metal Pipe (CMP), 12 feet or longer. Work is identified and described on pages 32, 33, 42, and 61-65.1 of the subject Timber Harvesting Plan (THP), as revised of April 5, 2021 and approved on May 14, 2021.

PROJECT IMPACTS

CDFW has determined that without implementation of the conditions contained within this Agreement, such activities could substantially adversely affect existing fish or wildlife resources including, but not limited to game and non-game fishes, 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 may cause conditions that decrease instream quality, impede the up and/or downstream migration of aquatic species, and reduce the quality or quantity of aquatic and riparian breeding and foraging habitats.

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 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site upon 24-hour notification to verify compliance with the Agreement.
- 1.5 Notification of Commencement and Completion of Work. Prior to the initiation of work at the sites listed in the Project Description, the Permittee shall contact CDFW representative Andrew Yarusso by phone at (530) 841-2566, or email at andrew.yarusso@wildlife.ca.gov to inform CDFW work is expected to commence. Information to be disclosed includes Agreement number, THP number, and the anticipated start date. CDFW has two full business days from time of Permittee contact to respond. If the Permittee does not receive a response from CDFW at

two business days, as initiated by Permittee's time of contact, the Permittee may initiate the work permitted by this Agreement. The Permittee shall contact CDFW within thirty days of completion of the work.

- 1.6 Project Accordance Except where otherwise stipulated in this Agreement, all work shall be in accordance with the project description provided here-in as Agreement No.1600-2020-0363-R1 and any descriptions of work provided in THP 2-20-00114-SIS "Neutronium" as approved on May 14, 2021.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

PROJECT TIMING

- 2.1 Species Evaluations: Immediately prior to watercourse crossing work at the sites listed in the Project Description, encroachments shall be inspected for the presence of Foothill yellow-legged frog (*Rana boylei*) eggs, larva, or adults. Surveys shall be conducted where suitable habitat is identified by a qualified person familiar with Foothill yellow-legged frog habitat and identification. If present, work at the crossing shall be delayed until the Permittee contacts a CDFW Timber representative to implement the appropriate protection measures
- 2.2 Timing for Work. All work on the stream banks, or within the stream channel, shall be confined to **May 1 and October 15**. Exceptions to project timing are as follows: ***work may be conducted in or near the stream outside of the aforementioned work periods, provided adherence to all conditions in this Agreement and a) – g) below.***
- a) The Permittee shall obtain written approval (e.g., email) from CDFW prior to the commencement of work activities.
 - b) The Permittee shall complete any unfinished encroachment work, including erosion control measures, within 24 hours of CDFW directing the Permittee to do so.
 - c) Prior to any ground disturbing work at a project site, the Permittee shall stock-pile erosion control materials and have available to administer. All bare mineral soil exposed in conjunction with crossing construction, deconstruction, maintenance or repair, or removal shall be treated for erosion immediately upon completion of work on the crossing, and prior to the onset of precipitation capable of generating runoff. Erosion control shall consist of at least 1 to 2 inches weed-free straw mulch with greater than 90% coverage. In addition to mulching, seeds may be applied. If used, seeds shall be native or regionally appropriate plants, sterile varieties, or short lived non-native annuals that are

known not to persist or spread such as cereal cover crops [i.e., 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. Applied seeds shall be free from seeds of noxious or invasive weed species. No annual (Italian) ryegrass [*Festuca perennis* (= *Lolium multiflorum*)] shall be used. Seeding shall be at a rate of 100 lbs/acre equivalent barley seed to ensure establishment.

- d) Use of newly constructed crossings during the late season work period shall cease when precipitation is sufficient to generate overland flow off the road surface, or when use of the crossing is causing rutting of the road surface. Crossing use shall not resume until the road bed is dry, defined as a road surface which is no wetter than that found during normal dust abatement watering treatments and is not rutting or pumping fines or causing a visible turbidity increase in the stream or water sources leading to the stream. Emergency access shall be allowed at any time to correct emergency road related problems and other emergency situations.
- e) Road construction leading directly into or out of a proposed stream crossing shall only be performed when soils are sufficiently dry so that sediment is not discharged into streams.
- f) All crossing installation or removal work shall be completed in the shortest period feasible.
- g) When the National Weather Service forecast reports a "chance" (30% or more) of rain within 24 hours, and prior to weekend or other shutdown periods, the Permittee shall finish work underway at encroachment prior to sunset and refrain from starting any new work at encroachment prior to the rain event.

2.3 Removal of Obstructions. The Permittee shall remove obstructions and sediment during the time periods specified if a substantial threat to a facility exists. The 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.

GENERAL CONDITIONS for ALL ENCROACHMENTS

2.4 The Neutronium THP (2-20-00114-SIS) does not include notification pursuant to Fish and Game Code Section 1600, et seq. for the diversion of water; therefore, this Agreement does not authorize diversion of water or water drafting activities.

2.5 Vehicles shall not be driven, or equipment operated, in water covered portions of a stream 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.

- 2.6 Daily, all heavy equipment that will be operated within or adjacent to the stream channel shall be checked for, maintained, and cleaned of materials deleterious to aquatic life or riparian habitat 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.
- 2.7 Stationary equipment, such as motors, pumps, generators, and welders that contain deleterious materials, located within or adjacent to a stream shall be positioned over drip pans.
- 2.8 Refueling of equipment and vehicles and storing, adding or draining lubricants, coolants or hydraulic fluids shall not take place within WLPZs 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 WLPZs or streambeds, banks or channels shall use drip pans or other devices (i.e., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.
- 2.9 All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean-up activities on-site for use in an accidental spill. In the event of a spill, the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.
- 2.10 No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, asphalt, paint or other coating material, 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 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. Any fill material used shall be placed and/or removed in such a manner that it shall not cause direct sediment discharge or siltation in the stream.
- 2.11 Encroachments shall be constructed, deconstructed, decommissioned/abandoned, 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.
- 2.12 The disturbed portions of any stream channel and adjacent areas shall be restored to as near their original condition as possible. Crossing facilities shall emulate the natural streambed elevation, substrate and flow velocity to the extent feasible.

- 2.13 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations.
- 2.14 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.
- 2.15 Erosion control measures shall be made available if encroachment work occurs when the National Weather Service forecast reports a "chance" (30% or more) of rain within 24 hours. The Permittee shall deploy erosion control measures prior to rainfall.
- 2.16 To prevent the degradation of water quality, erosion control materials shall be applied in sufficient quantity prior to the onset of measurable precipitation with re-application as needed to avoid any visible increase in surface erosion or turbidity in any receiving streams. Permittee shall properly install and maintain sediment barriers (including but not limited to filter fabric fencing, fiber mats, weed-free rice straw or fiber wattles or rolls) capable of preventing downstream sedimentation/turbidity. Geotextiles, fiber rolls, and other erosion control treatments shall not contain plastic mesh netting. Said devices shall be cleaned of all trapped sediment as necessary to maintain proper function. Recovered sediment shall be disposed of where it shall not return to the Waters of the State. Said devices shall be completely removed from the channel, along with all temporary fills, upon completion of operations.
- 2.17 Soils adjacent to the stream channel that are exposed by project operations shall be adequately stabilized when rainfall is reasonably expected during construction, and immediately upon completion of construction, to prevent the mobilization of such sediment into the stream channels or adjacent wetlands. National Weather Service forecasts shall be monitored by the Permittee to determine the chance of precipitation.
- 2.18 Approaches to all encroachments shall be treated to minimize the generation and direct transport of sediment to streams. Treatment locations shall include, but not be limited to, road surfaces, fill faces, cut banks, and road drainage ditches.
- 2.19 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.
- 2.20 Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation, shall be halted until effective Department approved control devices are installed, or abatement procedures are initiated.

CONDITIONS for TEMPORARY CROSSINGS

- 2.21 Temporary crossings shall not restrict the flow of the live stream at the time of installation, during use, or upon crossing removal.
- 2.22 The Permittee shall remove structures and associated materials not designed to withstand high seasonal flows to areas above the high-water mark before such flows occur.
- 2.23 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.
- 2.24 The Permittee shall restore or replace habitat structures (boulders and large woody debris) removed during temporary crossing installation in similar quantities after removing the crossing.

CONDITIONS for VENTED ROCK FORDS

- 2.25 Rock armor free of sediment and large enough to remain in place during 100-year flood flows shall be installed on the outer roadbed/ ford fill, in the toe of the downstream fill, and upstream as needed to provide erosion control and maintain stream gradient following installation of the ford.
- 2.26 A temporary culvert shall be installed in addition to rock within the rock ford in accordance with the conditions of this Agreement. The size of the pipe shall be large enough to handle flow at the time of use.
- 2.27 Only clean, durable rock shall be used in rock fords. No native fill shall be placed in rock fords. The lowest point of the rock ford (critical dip/ overflow channel) shall be placed above and parallel to the stream channel beneath it. If water flow is present, the fording site shall have approaches that are permanently rock, paved, or otherwise armored to a minimum depth of 4" of clean, screened gravel or rock, to prevent tracking of soil into the crossing. Approaches shall be rock to the hydrologic divide or disconnect, and hydrologically disconnected to the maximum extent feasible to prevent sediment from entering the ford site, and shall be maintained as necessary during use.
- 2.28 No concrete fords or permanent "low-water crossings" may be constructed under the terms of this Agreement.
- 2.29 The Permittee shall leave the channel and bank configurations of the disturbed areas of any ford site in stable condition, with a low flow channel returned as nearly

as possible to its natural state. The streambed shall be as wide, or slightly wider, than that which existed prior to the ford installation.

CONDITIONS for DECOMMISSION/DECONSTRUCTION (Removal of Crossings)

- 2.30 During crossing removal, the Permittee shall excavate all fill material to recreate the natural channel grade and orientation, with a channel bed that is as wide as or slightly wider than the original watercourse.
- 2.31 The natural channel grade shall be determined by the Permittee by approximating a straight line through the crossing between the natural channel bottom upstream and downstream of the crossing.
- 2.32 All excavated fill shall be placed in stable areas where it cannot enter or erode into a stream.
- 2.33 The Permittee shall rock or otherwise armor the approaches to pulled crossings and the bed, banks and channel as needed so that use of the pulled crossings by vehicles does not substantially alter streams and use does not cause discharge of muddy, turbid or sediment-laden waters into Waters of the State.

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:

Dewey Robbins
Jefferson Resource Company
746 South Main Street
Yreka, CA 96097
(530) 859-0809
drobbins@jeffersonresource.onmicrosoft.com

To CDFW:

Department of Fish and Wildlife
Attn: Rich Klug
601 Locust Street
Redding, California 96001
(530) 598-9322
richard.klug@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 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 five (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 Fish and Game Code section 1605, subdivision (a)(2) requires.

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 Fish and Game Code section 1602.

CONCURRENCE

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

FOR PERMITTEE




Mr. Dewey Robbins
Jefferson Resource Company

7/20/21

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Mr. Rich Klug
Senior Environmental Scientist (Supervisor)

7-21-2021

Date