

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



STREAMBED ALTERATION AGREEMENT

NOTIFICATION NO. 1600-2021-0089-R1

Unnamed Tributaries to Little Shasta River, and Muskgrave Creek
tributary to Meiss Lake

7 Encroachments

MR. HOWARD JONES

NTMP 2-21NTMP-00005-SIS, "H. JONES NTMP"

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Howard Jones (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on August 16, 2021 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 unnamed tributaries to Little Shasta River, and on Muskgrave Creek tributary to Meiss Lake in the Upper Little Shasta River (1105.500901) and Ikes Ranch (1105.810302) Planning Watersheds, in the County of Siskiyou, State of California; Township 45N, Range 03W, section 10 and Township 46N, Range 03W section 24; Mount Diablo base and meridian; U.S. Geological Survey 7.5-minute quadrangle map Panther Rock.

PROJECT DESCRIPTION

The project is limited to seven encroachments including replacement of two Class III native surfaced ford crossings with rocked ford crossings, replacement of one Class III existing temporary crossing with a rocked ford, construction of one new rocked ford on a Class II watercourse, construction of one new vented rock armored ford on a Class II watercourse, construction of one new in-stream drafting site on a spring fed Class II

watercourse, and removal of debris at the inlet and outlet and possible culvert replacement at an existing Class II crossing, as described on pages 33 and 39 through 42 and shown on maps on pages 66 and 67 of the Nonindustrial Timber Management Plan (NTMP). Following is a description of work proposed at each map point:

- **1004** (Class III, unnamed tributary to an unnamed tributary to the Little Shasta River): Replacement of an existing native surface ford crossing with a rocked ford crossing. The rock apron will utilize a minimum median rock size (d50) of 0.5-foot diameter rock. Rock armor will be installed in the inside ditch above the crossing.
- **1005** (Class III, unnamed tributary to an unnamed tributary to the Little Shasta River): Replacement of an existing native surface ford crossing with a rocked ford crossing. The rock apron will utilize a minimum d50 of 1.9-foot diameter rock.
- **1006** (Class III, unnamed tributary to Little Shasta River): Install new rocked ford crossing. The rock apron will utilize a minimum d50 of 1.2-foot diameter rock.
- **1007** (Class II, unnamed tributary to Little Shasta River): Install new vented rock armored ford crossing. The rock apron will utilize a minimum d50 of 0.2-foot diameter rock. The crossing will utilize an 18-inch diameter by 20-foot-long corrugated metal pipe (CMP).
- **WD-1** (Class II, unnamed tributary to Little Shasta River): Construction of and drafting from an in-stream water drafting site downstream of crossing 1007. Approximately 20 cubic yards of material will be removed to create the water drafting site.
- **2403** (Class III, Muskgrave Creek tributary to Meiss Lake): Replacement of an existing temporary crossing with a rocked ford crossing. The rock apron will utilize a minimum d50 of 1.5-foot diameter rock.
- **2404** (Class II, Muskgrave Creek tributary to Meiss Lake): Excavation and clearing of the inlet and outlet of the existing crossing and/or replacement of the crossing with a permanent CMP crossing.

PROJECT IMPACTS

CDFW has determined that without implementation of the conditions contained within this Agreement, existing fish or wildlife resources the project could substantially adversely affect include: fish (Fish and Game Code section 45), and other species dependent on aquatic and riparian habitats such as reptiles, mammals, birds, and non-aquatic invertebrates.

The project could adversely affect the fish or wildlife resources identified above through short-term release of contaminants incidental from work activities (e.g., sediment, petroleum products, etc.), channel dewatering, and loss or decline of stream channel and riparian habitats. These effects may cause conditions that decrease instream quality, damage spawning and/or rearing habitats, impede the up and/or downstream migration of aquatic species, reduce the quality or quantity of aquatic and riparian breeding and foraging habitats, and disrupt the nesting and denning of terrestrial birds and other wildlife.

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. At least two business days prior to the initiation of work at the sites listed in the Project Description, the Permittee shall contact CDFW representative Merissa Hanisko by email (merissa.hanisko@wildlife.ca.gov), or phone (530-841-2568) to inform CDFW work is expected to commence. Information to be disclosed includes Agreement number, NTMP 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.1600-2021-0089-R1 and any descriptions of work provided in NTMP 2-21NTMP-00005-SIS "H. Jones NTMP" as approved on November 8, 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 Timing for Work on Class II and III Watercourses. All work on the stream banks or within the stream channel shall be confined to periods of low or no water flow between **May 1 and October 15** for Class II and III watercourses. 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.

2.2 Timing for Water Drafting on Class II Watercourses. All water drafting shall occur between **May 1 and October 15** for Class II watercourses. To request exceptions to project timing for water drafting the Permittee shall contact CDFW and obtain written approval (e.g., email) from CDFW prior to the commencement of water drafting activities.

2.3 Removal of Obstructions. If a substantial threat to a facility exists, removal of obstructions and sediment shall be limited to the time periods specified in measure 2.1. If the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail, the Permittee may remove obstructions and sediment at any time.

GENERAL CONDITIONS for ALL ENCROACHMENTS

- 2.4 The Permittee shall ensure that the installation of culverts or other structures is such that water flow is not impaired and upstream or downstream passage of fish and all aquatic species is assured at all times.
- 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 All bare mineral soil outside of the stream channel exposed in conjunction with project 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 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.
- 2.19 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.
- 2.20 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.
- 2.21 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.

2.22 For permanent encroachments when water is present during construction:

- a) Cofferdams shall be temporarily installed to divert stream flow and isolate and dewater the work site, and to catch any sediment-laden water and minimize sediment transport downstream. Mineral soil shall not be used in the construction of cofferdams. Cofferdams shall be constructed of non-polluting materials including sand bags, rock, and/or plastic tarps. Water routed around the work site shall re-enter the channel below the annual high-water mark. All temporary materials used to construct cofferdams shall be removed from the channel upon completion of encroachment construction.
- 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 provides flows to downstream reaches. Flow bypass shall continue for the entire time that the work is being conducted (i.e., 24 hours a day).
- c) The Permittee shall remove turbid water and sediment present in the work area prior to restoring water flow through the project site, and place in a location where they cannot directly enter the Waters of the State.

2.23 Road approaches to new or re-constructed permanent crossings shall be constructed to minimize erosion and sediment delivery to the watercourse. Road approaches shall be armored to a minimum depth of 4 inches with durable compacted gravel, rock, or comparable material, from the edge of the watercourse out to 50 feet, or to the nearest water bar or point of hydrologic divide. The approaches shall be hydrologically disconnected to the maximum extent feasible and shall be maintained as necessary during use.

CONDITIONS for ROCK FORDS and VENTED ROCK ARMORED FORDS

2.24 Rock armor free of sediment and large enough to remain in place during 100-year flood flows shall be installed on the outer road bed/ 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.

2.25 The Permittee shall construct fords to maintain surface flow and prevent watercourse flows from sieving through the crossing. Constructed fords shall allow for unimpeded movement of aquatic species.

- 2.26 The Permittee shall construct fords in a manner that minimizes headcutting in the stream channel above the crossing or downcutting of the stream channel below the crossing.
- 2.27 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.
- 2.28 No fords may be constructed without road surfacing or rock armor protection as needed to prevent erosion.
- 2.29 All fords shall have a capped running surface of 4-inch minus rock for a distance of 15 feet on each of the crossing approaches.
- 2.30 No concrete fords or permanent "low-water crossings" may be constructed under the terms of this Agreement.

CONDITIONS for VENTED ROCK ARMORED FORDS

- 2.31 Vented rock armored fords shall be constructed as permanent fords armored to withstand 100-year flows, to include a culvert adequate in size to accommodate estimated annual low flows without overtopping. The Permittee shall design, size, install and maintain vented rock armored fords to prevent washout and erosion of the streambed, streambanks, and fill. By the end of the work period each year, vented rock armored fording sites shall be left in a condition capable of passing seasonally high and/or flood flows, including bedload and debris, without diverting or substantially downcutting or headcutting.
- 2.32 The culvert (vented portion of the rock armored ford) shall extend lengthwise completely beyond the toe of fill and shall be aligned with the stream channel and as wide as or wider than the channel width. The culvert shall be placed with the bottom set at or slightly below the natural streambed elevation to the maximum extent feasible.
- 2.33 The Permittee shall direct outfalls of culverts in vented rock armored fords towards and dissipated over large rock to preclude erosion.
- 2.34 The Permittee shall ensure basins are not constructed and channels are not widened at the culvert inlets of vented rock armored ford crossings unless designed and approved as part of a waterhole facility.
- 2.35 The lowest point of the vented rock armored ford (critical dip/ overflow channel) shall be placed above and parallel to the stream channel beneath it.

CONDITIONS for ROCK FORDS

- 2.36 A dry ford crossing is permitted only if the stream is dry during the entire period of use.
- 2.37 The Permittee shall design, size, install and maintain fords to prevent washout and erosion of the streambed, streambanks, and fill. By the end of the work period each year, fording sites shall be left in a condition capable of passing 100-year flood flows, including bedload and debris, without diverting or substantially downcutting or headcutting.
- 2.38 No native fill shall be placed in rocked fords. The lowest point of the rock ford (critical dip/ overflow channel) shall be placed above and parallel to the stream channel beneath it.
- 2.39 The outside fill face of rocked fords shall be a dished-out rock apron fill face that forms a spillway. The spillway shall extend from the rock ford outfall break-in-slope down to a location where it shall be keyed-in to the slope and remain stable. The outside fill face slope (spillway) ratio of the ford shall be no steeper than 1.5:1 (horizontal:vertical; 67%).

CONDITIONS for PERMANENT CULVERT CROSSINGS

- 2.40 Permanent culverts at all stream crossings shall be sized 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.
- 2.41 Permanent culverts shall extend lengthwise completely beyond the toe of fill and shall be aligned with the stream channel and as wide as or wider than the channel width. Permanent culverts shall be placed with the bottom set as near to the natural streambed elevation as possible.
- 2.42 If permanent culverts cannot or will not be set to grade, 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.
- 2.43 Permanent culvert installations shall be in a finished condition with all hydrologic connectivity from the road or ditch to the crossing eliminated 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. Any fill material used for flow diversion shall only be clean material which shall cause no sediment discharge or siltation in the stream. Sediment discharge from excavation work at crossings shall be prohibited.

- 2.44 Sediment depositions in the stream channels at the inlets of the culvert shall be excavated and disposed of at a location and in a manner where sediment shall not enter into the Waters of the State.
- 2.45 The Permittee shall ensure basins are not constructed and channels are not widened at culvert inlets unless designed and approved as part of a waterhole facility.

GENERAL CONDITIONS for ALL WATER DRAFTING OPERATIONS

- 2.46 Drafted water shall only be used for the purposes of dust abatement; road maintenance; and stream crossing or road construction.
- 2.47 Drafting by more than one truck shall not occur simultaneously at the same site.
- 2.48 All water drafting vehicles should be checked daily and shall be repaired as necessary to prevent leaks of deleterious materials from entering the stream and WLPZ.
- 2.49 Where overflow run-off from water trucks or storage tanks may enter the stream, effective erosion control devices shall be installed such as water bars, gravel berms, or hay bales.
- 2.50 Road approaches and truck pads shall be treated as necessary to prevent sediment production and delivery to a stream or waterhole. Approaches shall be armored to a minimum depth of 4 inches with durable compacted gravel, rock, or comparable material, from the edge of the watercourse out to 50 feet, or to the nearest water bar or point of hydrologic divide. The approaches shall be hydrologically disconnected to the maximum extent feasible and shall be maintained as necessary during use. Brow logs or large rocks shall be placed at the end of the truck pad where needed to prevent overland flow into the water source, and to limit truck access.
- 2.51 During water diversion, pump intakes shall be fitted with screen made of woven mesh, perforated plate, wedge wire, or other durable fabric. The screen medium shall be able to withstand forces related to pumping and be of sufficient size to prevent impingement or entrainment of aquatic vertebrates during drafting operations.
- 2.52 Openings in the screens of Class II watercourse drafting intakes shall not exceed 1/8 inch in width for slotted or square openings or 3/32 inches diameter for round openings.
- 2.53 The screen surface shall have at least 2.5 square feet of openings submerged in water.

- 2.54 The velocity of water across the screen surface shall not exceed 0.3 feet per second at any point on the screen surface.
- 2.55 Pump intakes shall rest above the bottom of the channel and away from submerged vegetation. Screens and intakes shall be kept in good repair, and kept clean and free of accumulated algae, leaves, or other debris or obstructions. Screens and intakes shall be inspected during site visits to monitor drafting rates.
- 2.56 When diverting water from any Class II stream or spring, bypass flows shall be maintained that ensure continuous surface flow in downstream reaches to keep aquatic organisms in downstream reaches in good condition.
- 2.57 At the end of drafting operations, and prior to October 15 of each drafting season, intake screens shall be removed and drafting pipes plugged, capped, or otherwise blocked (i.e. with a valve shut-off) or removed from the active channel.

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:

Howard Jones
312 South Spring Street
Klamath Falls, OR 97601
hojo13@sbcglobal.net

To CDFW:

Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, California 96001
Attn: Lake and Streambed Alteration Program – Richard Klug
Notification #1600-2021-0089-R1
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 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. Howard Jones

12/7/2021

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Mr. Richard Klug
Senior Environmental Scientist (Supervisor)

12-08-2021

Date

Prepared by: Merissa Hanisko
Environmental Scientist
November 10, 2021