



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



1/27/2022

Date

Eric Sweet
Sierra Pacific Industries
P.O. Box 1450
Cedar Ridge, CA 95924
esweet@spi-ind.com

**Final Streambed Alteration Agreement
Notification No. 1600-2021-0029-R2
“Big Grizzly” Timber Harvesting Plan 2-21-00155-PLA**

Dear Mr. Sweet:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Big Grizzly Timber Harvesting Plan (THP) (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Big Grizzly THP prepared by the lead agency.

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

If you have any questions regarding this matter, please contact Carlee Cockrum, Environmental Scientist at (916) 597-7135 or by email at carlee.cockrum@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Jennifer Garcia
B35A7660DD7848B...

Jennifer Garcia
Environmental Program Manager

ec: Carlee Cockrum, Environmental Scientist
carlee.cockrum@wildlife.ca.gov

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD
RANCHO CORDOVA, CA, 95670



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2021-0029-R2

BIG GRIZZLY TIMBER HARVESTING PLAN (THP)
(THP Number: 2-21-00155-PLA)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Sierra Pacific Industries (Permittee), as represented by Eric Sweet.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 7, 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 projects are located within the boundaries of a timber harvesting plan in Placer County, within CALWATER watersheds Wallace Canyon, Long Canyon, Big Grizzly Canyon, Little Grizzly Canyon, and Zero Spring and their connecting tributaries; Township 13N, Range 12E, Sections 15 and 25 and Township 13N, Range 13E, Sections 17, 20, and 29 of the U.S. Geological Survey (USGS) 7.5-minute Quad Map, Devil Peak and Tunnel Hill, Mount Diablo Base and Meridian (Exhibit A).

PROJECT DESCRIPTION

The projects are limited to installing a temporary bridge, constructing and maintaining water drafting sites, installing a corrugated metal pipe (CMP), constructing a "rocked burrito", and creating a rocked ford. The following table provides the specific activity for the eleven project sites.

Map Point #	Location	Type	Watercourse Classification	General Description
15-A	Section 15, T13N, R12E	In-channel waterhole and water drafting	II	<p>Work consists of installing an in-channel waterhole upstream of the existing crossing. The stream banks shall be widened to 25 feet and dug 3 feet deeper for 30 feet upstream of the inlet. The inlet shall be armored with average 1-foot rock size. An approach shall be constructed from the east side and the running surface shall be armored with 1-to 1.5-inch rock.</p> <p>Drafting rates shall not exceed 350 gallons per minute. The drafting rate shall be adjusted, dependent on the flow at the time of operations, so as to not dewater any watercourse.</p>
17-A	Section 17, T13N, R13E	Water drafting	I	<p>At this site there is an existing in-channel and off-channel drafting site. Depending on flow conditions at the time of operations the site shall be used for either and in-channel or off channel water.</p> <p>Drafting rates shall not exceed 350 gallons per minute. The drafting rate shall be adjusted, dependent on the flow at the time of operations, so as to not dewater any watercourse.</p>
20-3	Section 20, T13N, R13E	Fill removal and bank stabilization	III	<p>Construction consists of removing fill from the watercourse crossing and stabilizing the banks. Fill removed from the adjacent waterhole construction (MP 20-A) may be utilized.</p>
20-A	Section 20, T13N, R13E	In-channel water drafting	II	<p>There is an existing in-channel waterhole with a misaligned outlet. The waterhole shall be drained, and the accumulated sediment shall be removed to 4 feet deep. The south approach shall be armored with 1-to 1.5-inch rock. A 24-inch culvert shall be installed in line with the channel and the existing outlet shall be armored as an overflow.</p>
25-2	Section 25, T13N, R12E	Temporary bridge	I	<p>Construction consists of creating a low water crossing and installing a temporary bridge. A flex pipe, coffer dam, and pump of sufficient size shall be used to divert entire volume of flowing water from the crossing location around the work point while construction is occurring. The north side of the bank below the crossing shall be armored and a "U" shape spillway with average 2-foot rock shall be created to stabilize and provide overflow passage of water in high flow events. The approach to the water drafting site shall be rocked with 4-inch drain rock inside the flood plain area and 1-to 1.5-inch rock up to the junction with the seasonal road. The channel at the crossing shall be deepened for fish passage. A 12-inch diameter by 8-foot long steel pipe shall be installed with natural gravel bottom. Six pools from retained cobble shall be</p>

				<p>constructed from the deepened belly at the crossing and the drafting location. The pools shall be approximately 5 inches in diameter, 8 inches deep, and 6 inches below the grade of the pervious pool to serve as a fish ladder. The running surface of the crossing where the channel slope is less than 5% shall be armored with an average rock size of 6-inch to create a permanent low water crossing drivable to light traffic. The southern approach shall be flattened to a grade of less than 10% slope. The north and south approaches shall be rocked with 4-inch rock inside the flood plain and with 1-to 1.5-inch rock for 50 feet from the flood plain. The temporary bridge shall rest on gravel outside the active channel so that no part of it makes contact with flowing water.</p> <p>The temporary bridge shall be removed prior to the winter period for each year of operations. After completion of operations, most of the running surface rock on the approaches shall be removed to create dips drivable by light traffic.</p>
25-A	Section 25, T13N, R12E	In-channel waterhole and water drafting	I	<p>A downstream pool from MP 25-2 shall be used for in-channel water drafting. A rocked approach shall be constructed with 4-to 6-inch rock in the flood plain and 1-to 1.5-inch rock outside the flood plain.</p> <p>Drafting rates shall not exceed 350 gallons per minute. The drafting rate shall be adjusted, dependent on the flow at the time of operations, so as to not dewater any watercourse.</p>
25-3	Section 25, T13N, R12E	Permanent Rocked burrito	II	<p>The existing crushed 18-inch CMP shall be removed and replaced with a "rocked burrito" constructed with drain rock wrapped in geotextile fabric. The "rocked burrito" shall be covered with rock to create a dry running surface. This work shall be done while the crossing is dry.</p> <p>The rock ford crossing shall only be used for hauling when dry at the time of use. If water is present, a temporary pipe shall be installed of sufficient size to pass the entire flow of water. The fill over this pipe shall consist of 0.75 to 1.5-inch rock.</p>
25-B	Section 25, T13N, R12E	Waterhole and water drafting	II	<p>Work consists of constructing a waterhole below MP 25-3. A small spillway outlet shall be created and rocked with minimum 4-inch rock to the natural channel. The approach from the junction to the waterhole shall be rocked with 1-to 1.5-inch rock.</p> <p>Drafting rates shall not exceed 350 gallons per minute. The drafting rate shall be adjusted, dependent on the flow at the time of operations, so as to not dewater any watercourse.</p>

25-5	Section 25, T13N, R12E	Permanent CMP	III	At this site there is an existing deactivated crossing. The road shall be reconstructed, and the crossing shall be reinstalled. A 24-inch CMP shall be installed. A critical dip shall be constructed on the west approach and a berm shall be constructed along the north side of the road from the western critical dip to the eastern approach. If water is present at the time of construction, the flow shall be diverted around the work point.
25-13	Section 25, T13N, R12E	Permanent Rocked ford	II	<p>There is an existing undersized CMP that shall be removed and replaced with a rock ford. The rock ford shall be constructed with average rock size of 2.5-feet and with a minimum chute size of 20 feet. The running surface of the road shall be rocked with 4-inch drain rock and 1.5-inch rock on the approaches for 50 feet from the edges of the chute. This work shall be done while the crossing is dry.</p> <p>The rock ford crossing shall only be used for hauling when dry at the time of use. If water is present, a temporary pipe shall be installed of sufficient size to pass the entire flow of water. The fill over this pipe shall consist of 0.75 to 1.5-inch rock.</p>
29-A	Section 29, T13N, R13E	Waterhole maintenance and water drafting	II	<p>At this site there is an existing waterhole. The waterhole shall be deepened to 4 feet deep. A rocked spillway shall be created with minimum 4-inch rock at the northwest corner where there is an existing outlet to the natural channel.</p> <p>Drafting rates shall not exceed 350 gallons per minute. The drafting rate shall be adjusted, dependent on the flow at the time of operations, so as to not dewater any watercourse.</p>

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include fish species, birds, amphibians, reptiles, aquatic invertebrates, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include potential sediment delivery and subsequent impacts to aquatic species.

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 to allow CDFW employees access to any property it owns and/or manages for the purpose of inspecting and/or monitoring the activities covered by this Agreement, provided the CDFW: 1) provides 24 hours advance notice; and 2) allows the Permittee or representatives to participate in the inspection and/or monitoring. This condition does not apply to CDFW enforcement personnel.
- 1.5 Notification of Commencement/Completion of Work. At least one week prior to the initiation of work and at least five days prior to completion of project activities, the Permittee shall contact CDFW at R2Timber@wildlife.ca.gov. Information to be disclosed shall include Agreement number, THP number, and the anticipated start date. The Permittee shall notify CDFW at **R2Timber@wildlife.ca.gov** within thirty days of completion of the work permitted by this Agreement.
- 1.6 Authorized Work. The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this Agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this Agreement. Where apparent conflicts exist between the notification and the provisions listed in this Agreement, the Permittee shall comply with the provisions listed in this Agreement. The Permittee further agrees to notify CDFW of any modifications made to the project plans submitted to CDFW. At the discretion of CDFW, this

Agreement will be amended to accommodate modifications to the project plans submitted to CDFW and/or new project activities.

- 1.7 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW as outlined in FGC Section 2081 and demonstrate compliance with the California Endangered Species Act (CESA).

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. These measures pertain only to the Projects and locations covered by this Agreement.

- 2.1 Work Period. All work on the stream banks or within the stream channel shall be confined to periods of low or no water flow between **April 1 and November 15 for Class I, II and III watercourses.** **Work may be conducted outside of the aforementioned work period, provided adherence to all conditions in this Agreement and a–g below.**

- a) The Permittee shall obtain written approval from the CDFW prior to 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 work at a site, the Permittee shall stock-pile erosion control materials at the site. All bare mineral soil exposed in conjunction with crossing construction, deconstruction, maintenance or repair, 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 packed slash, wood chips, or weed-free straw mulch in a mosaic of depths of ½ to 2 inches. If the site is seeded, a mix of native grasses and forbs common to the area shall be used, free from seeds of noxious or invasive weed species, and applied at a rate which will 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, which is defined as a road surface which is no wetter than that found during normal dust abatement watering treatments and is not rutting or dumping fines or causing a visible turbidity increase in the watercourse or any water sources leading to the watercourse. 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 watercourse crossing shall only be performed when soils are sufficiently dry so that sediment is not discharged into watercourses.
- f) Work shall be completed within the timeframe approved by CDFW.
- g) If work occurs when the National Weather Service forecast is a “chance” or greater (30% or more) of rain on that day or the next day, erosion control measures shall be stockpiled on site, the Permittee shall finish work underway at encroachment and refrain from starting any new work at encroachment prior to the rain event.

2.2 Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, weed free straw bale dikes, slash or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed. Passage of sediment beyond the sediment barrier(s) is prohibited. At no time shall the discharge of sediment result in amounts that are deleterious to fish or aquatic organisms. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. All trapped sediment shall be removed and disposed of where it will not re-enter a watercourse. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon CDFW 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 CDFW approved control devices are installed or abatement procedures are initiated.

2.3 Erosion Control. Bare soil shall be treated for erosion control in compliance with measures in the Forest Practice Rules. For projects that require more than one day to complete, erosion control materials shall be stockpiled on site, and all bare soils shall be protected from erosion at the end of each workday if the National Weather Service forecast is a “chance” of rain (i.e., 30% or more). All stockpiles and excavated materials shall be placed in a location away from the watercourse. Erosion control treatment shall consist of surrounding stockpiles or excavated materials with straw wattles and placing straw mulch or its equivalent (e.g.

compacted slash) at a minimum depth of 2 inches to 90 percent coverage on bare soils. Straw mulching shall utilize clean, weed-free straw whenever feasible (such as rice, barley, wheat). Rice straw is recommended for upland sites and wheat straw for wetland sites, to reduce the opportunity for the establishment of weed contaminants. Application of a suitable native seed mixture is also recommended where appropriate. Road running surfaces are excluded.

- 2.4 Crossing Approaches and Truck Pads. Crossing approaches and truck pads shall be rocked or treated as needed to avoid discharging sediment into watercourses. Approaches shall be armored from the edge of the watercourse for a minimum of 25 feet, or to the nearest water bar or point where road drainage does not drain toward the crossing.
- 2.5 Containment and Disposal of Waste. Debris, soil, silt, sand, bark, slash, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material shall not be allowed to enter into or placed where it may be washed by rainfall or runoff into a watercourse. Non-biodegradable refuse, litter, trash, and debris resulting from operations and other activity in connection with these operations shall be disposed of appropriately.
- 2.6 Equipment and Vehicle Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If cleaning, maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located outside of the Watercourse and Lake Protection Zones (WLPZs) or a minimum of 100 feet from any watercourse. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas where any possible contamination from the equipment will not enter any watercourse or associated habitat.
- 2.7 Moving Equipment Across a Watercourse. If operations require moving equipment across a flowing watercourse, equipment crossing shall be minimized and restricted to armored locations that will cause a minimum amount of channel disturbance and without causing a prolonged visible increase in turbidity. If equipment must be operated within the wetted channel, operations shall only occur at low flows. For repeated crossings, a bridge, culvert, or rock-lined crossing shall be installed.
- 2.8 Channel Restoration. If the watercourse channel has been altered during the operations, the channel and bank configuration of the disturbed areas shall be stabilized and restored to as near its natural condition as practicable, including its shape and gradient.
- 2.9 Vegetation Removal. All vegetation removal for the purposes of the project shall be kept to a minimum. Where possible, trim plants to their base, rather than removing

the plant. All vegetation removal shall be done with the consideration of nesting birds and how to avoid impacts to their nesting cycle.

- 2.10 Special-Status Species Surveys. If suitable habitat for special-status species that are listed under CESA as candidate, threatened, or endangered is present within the project area, surveys shall be conducted in accordance with the approved THP.
- 2.11 Special Status Species Encountered During Work. If the Permittee encounters any CESA listed species during the conduct of project activity, including maintenance and restoration activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. Project activities may not be re-initiated until the Permittee has consulted with CDFW and avoidance measures implemented.

Water Drafting and Waterhole Maintenance

- 2.12 Drafting Intake. Drafting intakes in watercourses and waterholes with habitat for aquatic vertebrates shall be screened. If CESA species are present, consultation with CDFW shall occur prior to implementing drafting operations.
- 2.13 Diversions. When diverting water for drafting and maintenance purposes from any watercourse, sufficient water flow shall be bypassed around the work area to maintain continuous surface flow in downstream reaches and keep fish (as defined in Fish and Game Code § 45: "Fish means wild fish, mollusks, crustaceans, invertebrates, or amphibians, including any part, spawn, or ova thereof.") in good condition. All water diversion structures shall be designed, constructed, and maintained so they do not prevent or impede the passing of fish upstream or downstream, as required by Fish and Game Code Section 5901.

Channel Dewatering

- 2.14 Diverting Water from Work Area. During construction of crossings, if surface flow is present and prolonged turbidity may be transported downstream, the flow shall be diverted around the work area by temporary pipe, diversion channel, or pumping. Flow bypass shall continue for the entire time that the work is being conducted (i.e., 24 hours a day). Any temporary dam, berm, road, or other obstruction that is required shall be built only from materials such as sandbags, gabions, clean (screened and washed) gravel, plastic impervious barrier, or other materials or means that will minimize turbidity or siltation. Water routed around the work area shall re-enter the channel below the ordinary high-water mark.
- 2.15 Clearing of Turbid Water. Following installation of and before restoring flow through the crossing, the Permittee shall remove any trapped turbid water and sediment present in the work area and shall place in a location where it cannot enter any watercourses.

Fords

- 2.16 Ford Stability. Rocked fords shall be constructed in a manner that minimizes headcutting in the watercourse channel above the crossings or downcutting of the watercourse channel below the crossings. If a rocked ford conveys water when a crossing is proposed for use, a temporary culvert shall be installed in addition to rock within the rocked ford in accordance with the conditions of this Agreement.
- 2.17 Rock Sizing. Fords shall be constructed using rock that shall withstand erosion by expected flow velocities and placed in a U-shaped configuration to create a drivable crossing. Fords shall be buttressed on the downstream side as necessary to maintain the crossing grade.
- 2.18 Grading of Crossing(s). If grading of the road surface is required, all material shall be graded away from the watercourse and placed in an upland location where it cannot re-enter the watercourse.
- 2.19 Vented Fords. Vented ford crossings shall be designed to withstand 100-year peak flows over the crossing. This includes heavy armoring over the crossing surface and outfall fill slope and may include a grate on the culvert inlet for ease of clearing.

Permanent Crossings

- 2.20 Gradient and Alignment. Culverts shall be aligned with the channel and extend beyond the road fill.
- 2.21 Armoring. Culvert inlets and outlets shall be protected from erosion as appropriate through armoring constructed of rock slope protection (RSP) or other non-erodible material (e.g., concrete head wall). Where used, RSP 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 configuration and RSP set below grade to allow the natural accumulation of bedload at watercourse grade.
- 2.22 Headcutting or Downcutting. Crossings shall be constructed in a manner that minimizes headcutting or downcutting of the watercourse above the crossing, to the extent feasible, by installing grade control structures such as RSP or other effective measures.

Temporary Crossings

- 2.23 Crossing Installation. A temporary crossing shall not restrict the flow of the watercourse. Temporary crossing fill shall only be composed of materials such as

clean, durable, screened rock and a culvert or a combination of such rock, filter fabric, sound logs and green slash, and straw, to prevent sediment from entering the watercourse. A fractured rock or native soil cap may be installed above the crossing fill, to provide a compacted road surface. The cap's thickness and soil content shall not exceed the minimum necessary to provide for adequate compaction. No soil from the cap shall come in contact with the watercourse channel.

2.24 Fill Materials. At all temporary crossings, logs, green slash, and/or straw bales shall be used as fill instead of earthen material to the maximum extent feasible.

2.25 Temporary Culverts. Temporary culvert crossings and outfall structures shall be aligned with the watercourse, with the bottom set at or slightly below the natural streambed elevation to the maximum extent feasible so as not to preclude upstream or downstream passage of aquatic species.

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, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Eric Sweet
P.O. Box 1450
Cedar Ridge, CA 95924
Phone: (530) 272-2297
Email: esweet@spi-ind.com

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road
Rancho Cordova, CA 95670
Attn: Timberland Conservation Program
Notification No. 1600-2021-0029-R2
Phone: 916-358-2900
Fax: 916-358-2912
Email: r2timber@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,

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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, 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 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

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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).

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).

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)).

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EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA).

TERM

This Agreement shall expire **five years** from the Effective Date 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

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

- A. Project Location Maps (3)
- B. Project Details/Plans (8)

Notification No. 1600-2021-0029-R2
Lake or Streambed Alteration Agreement
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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 SIERRA PACIFIC INDUSTRIES

DocuSigned by:

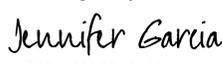
F8B6B963E9014AE...

Eric Sweet
Registered Professional Forester

1/26/2022

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:

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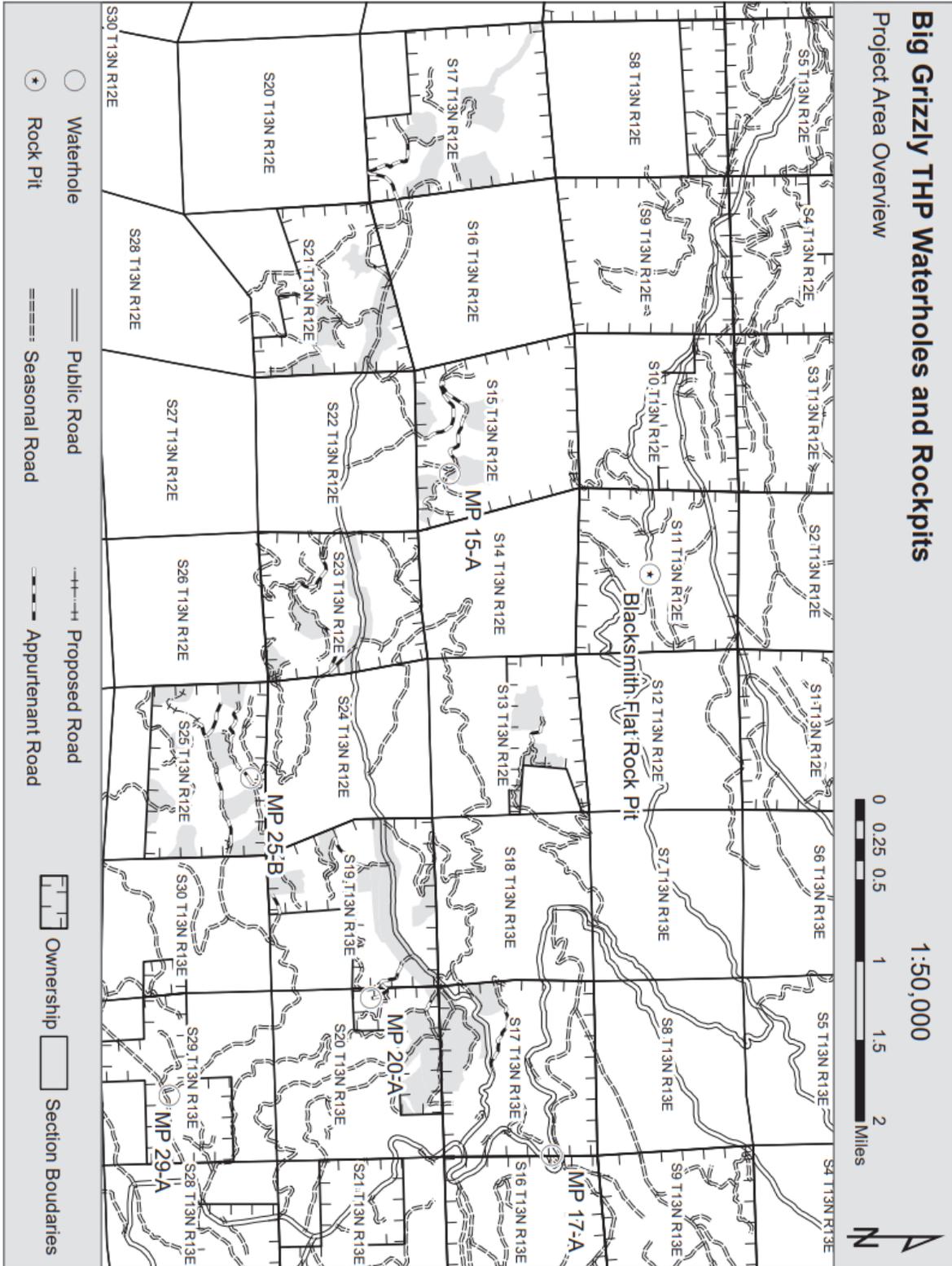
Jennifer Garcia
Environmental Program Manager

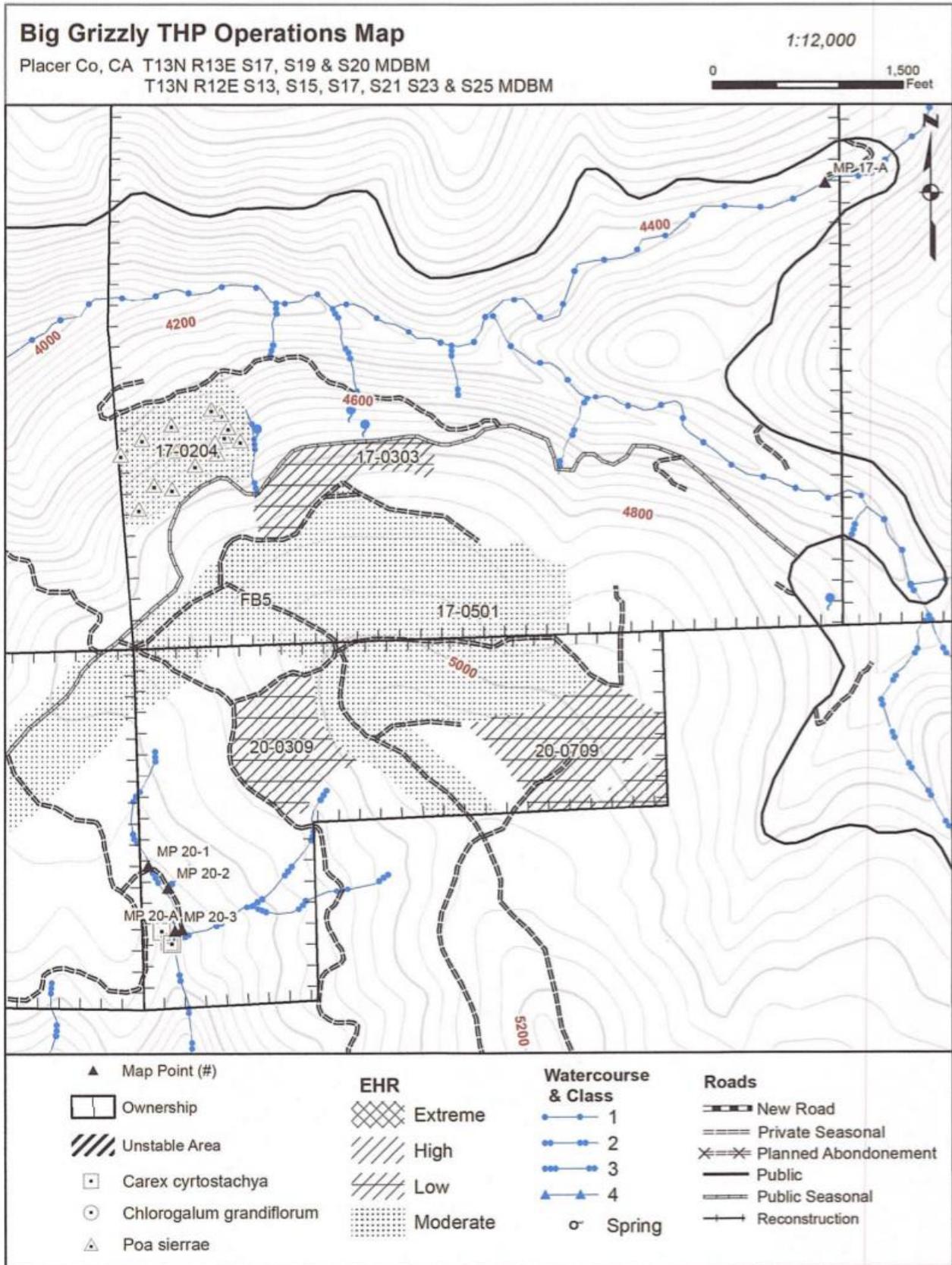
1/27/2022

Date

Prepared by: Carlee Cockrum
Environmental Scientist

Exhibit A: Project Location Map(s)





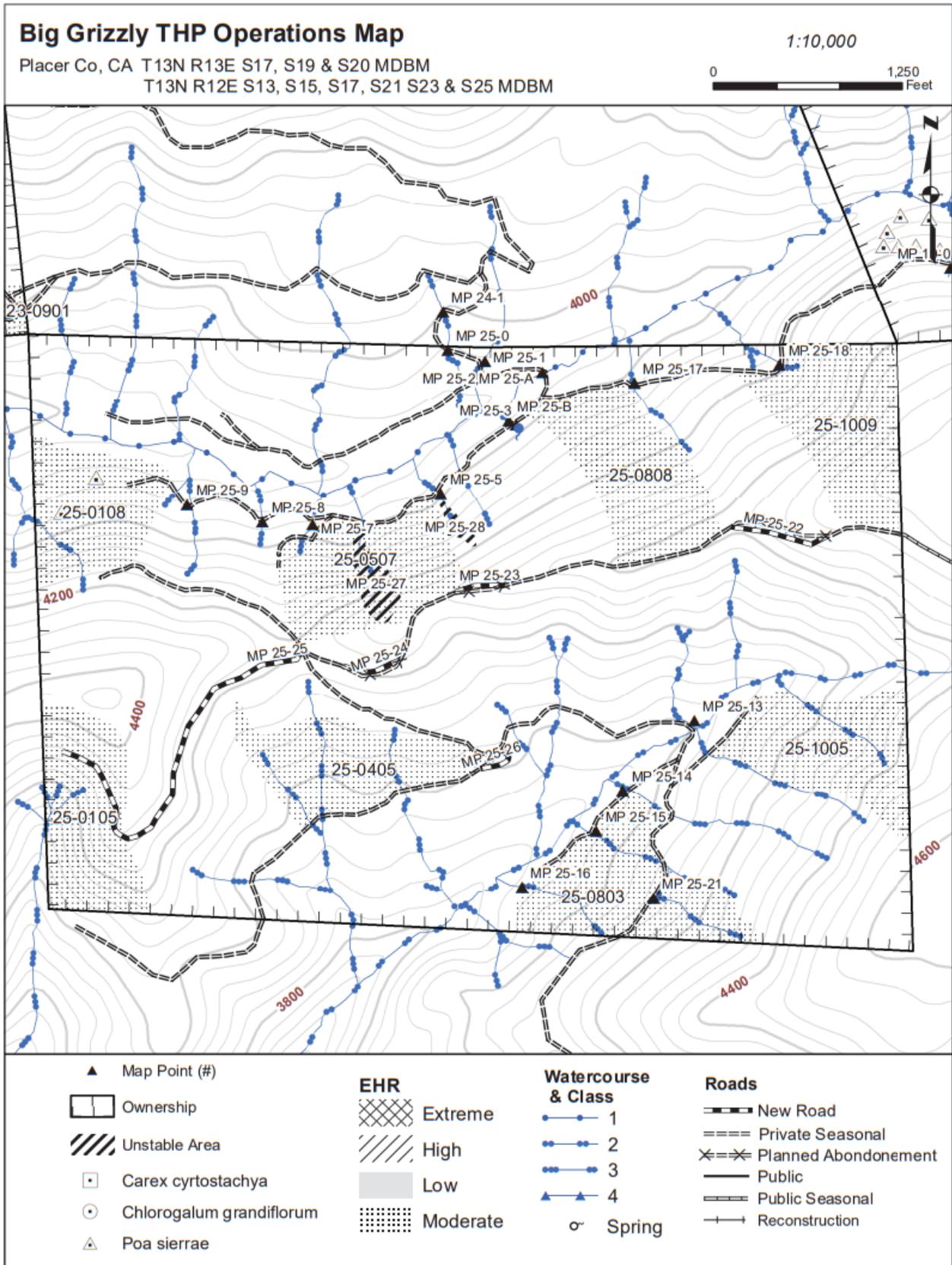
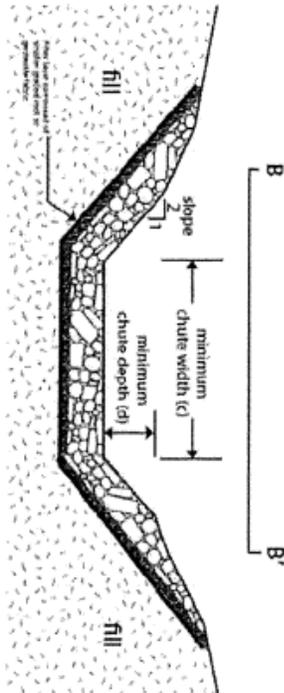
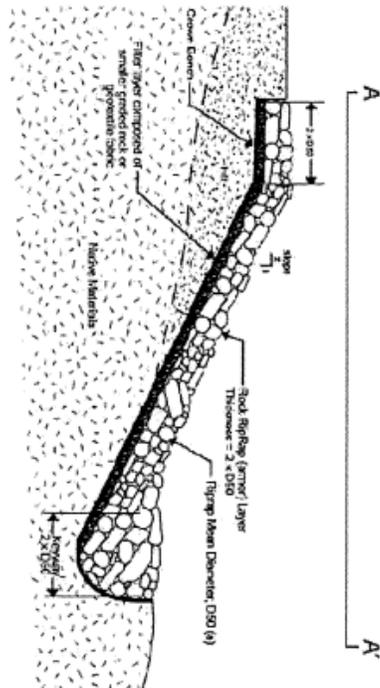
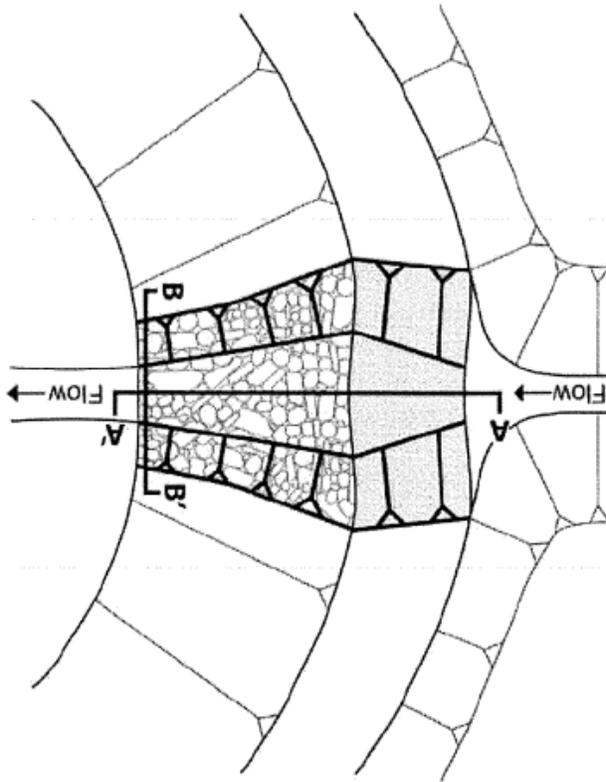
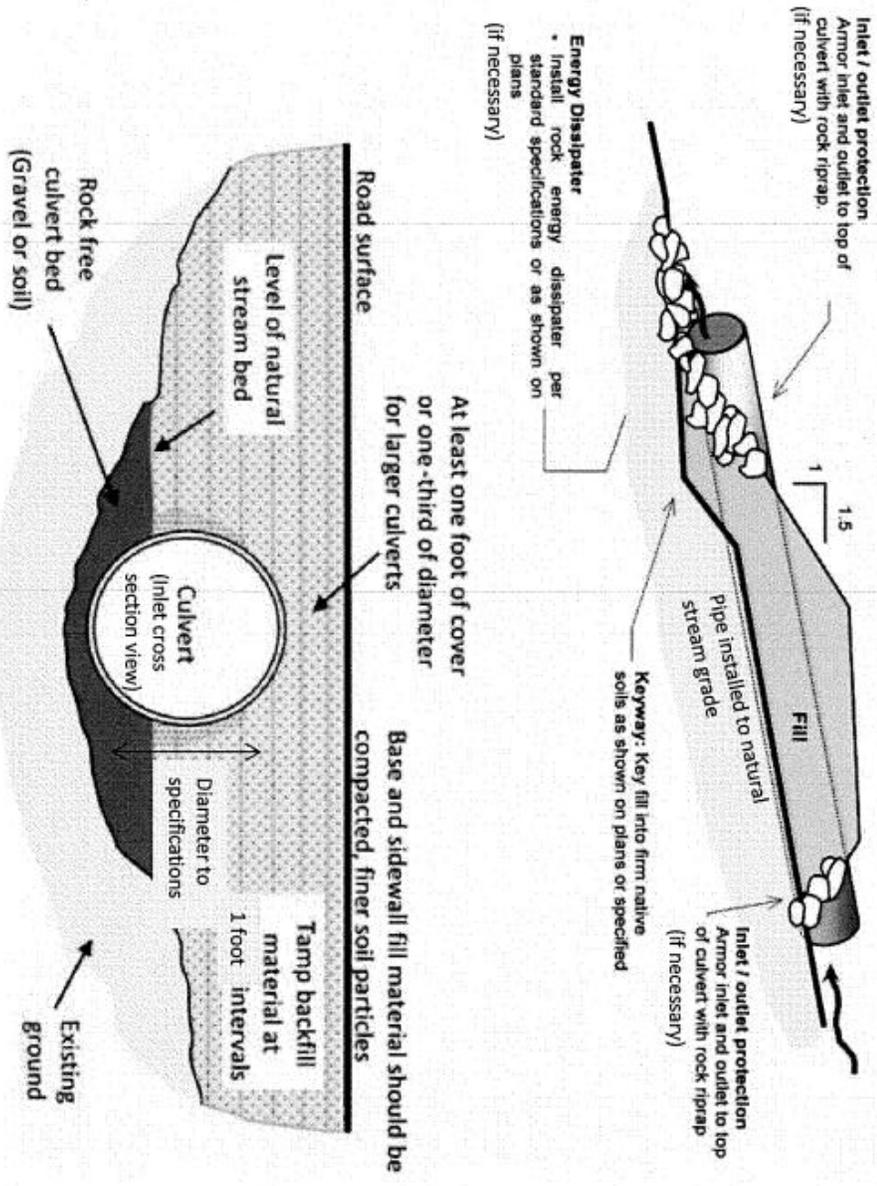


Exhibit B. Project Details/Plans

Rock Ford Design Diagram
 Note: Slopes armored at a 1.5:1 slope inclination shall be less than 15 feet in height, and be constructed by placing rock in a running bond with at least 3 points of contact and with the long axis of the rock placed horizontal and facing into the slope.



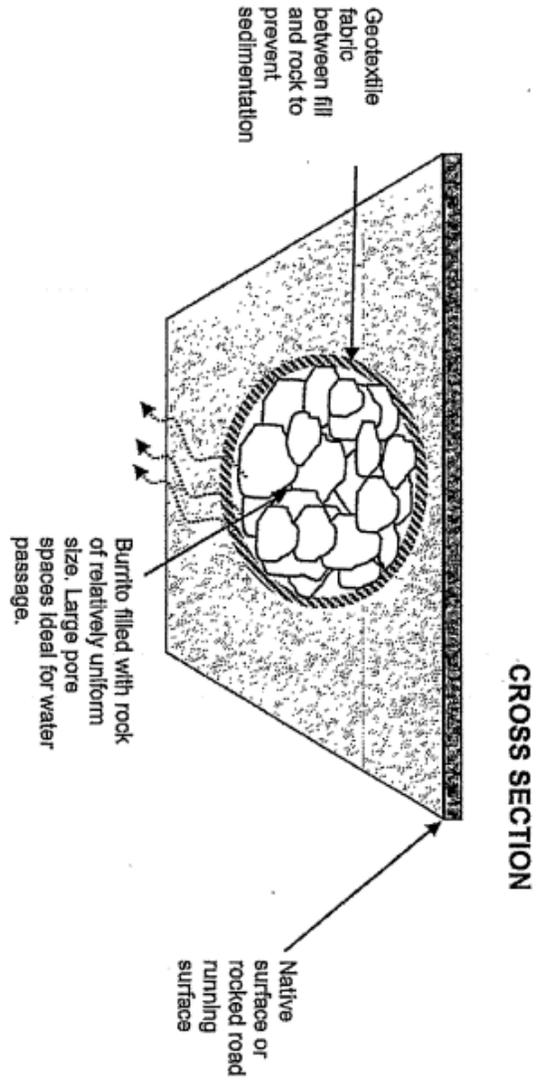
Permanent Culvert Installation Diagram



Big Grizzly THP

Section II

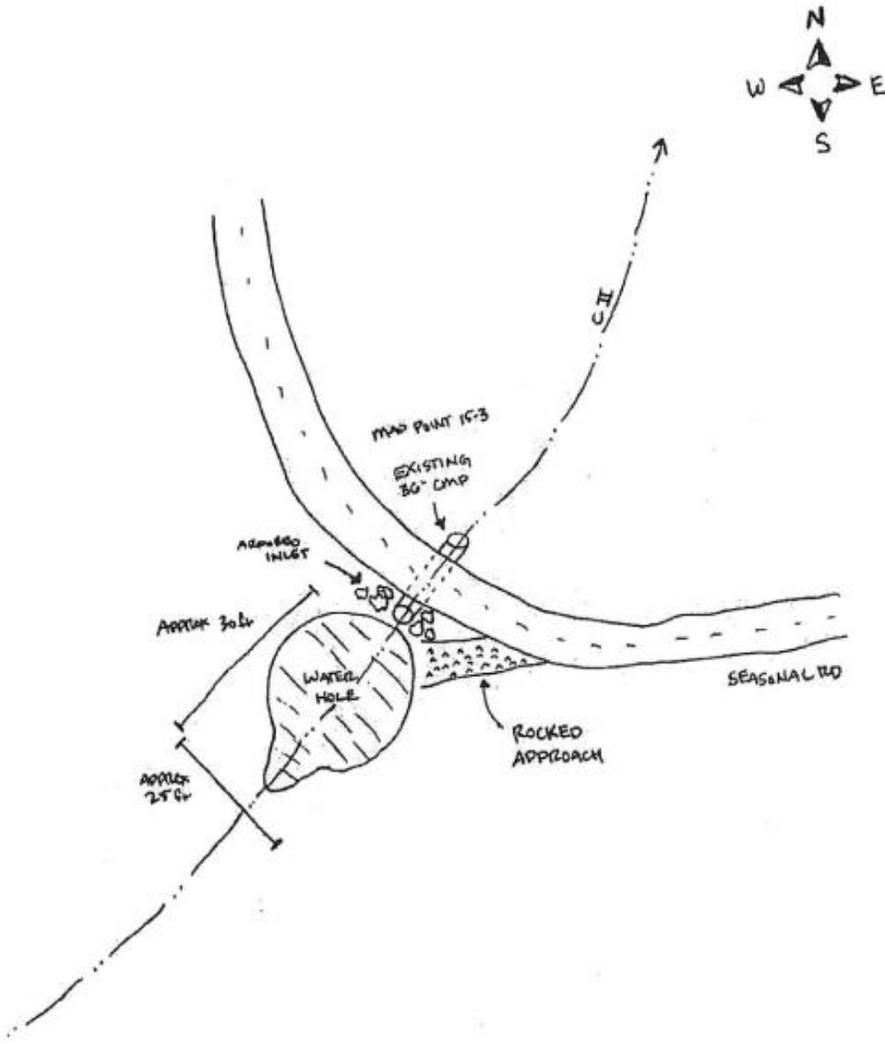
Rock Burrito Diagram



Big Grizzly THP

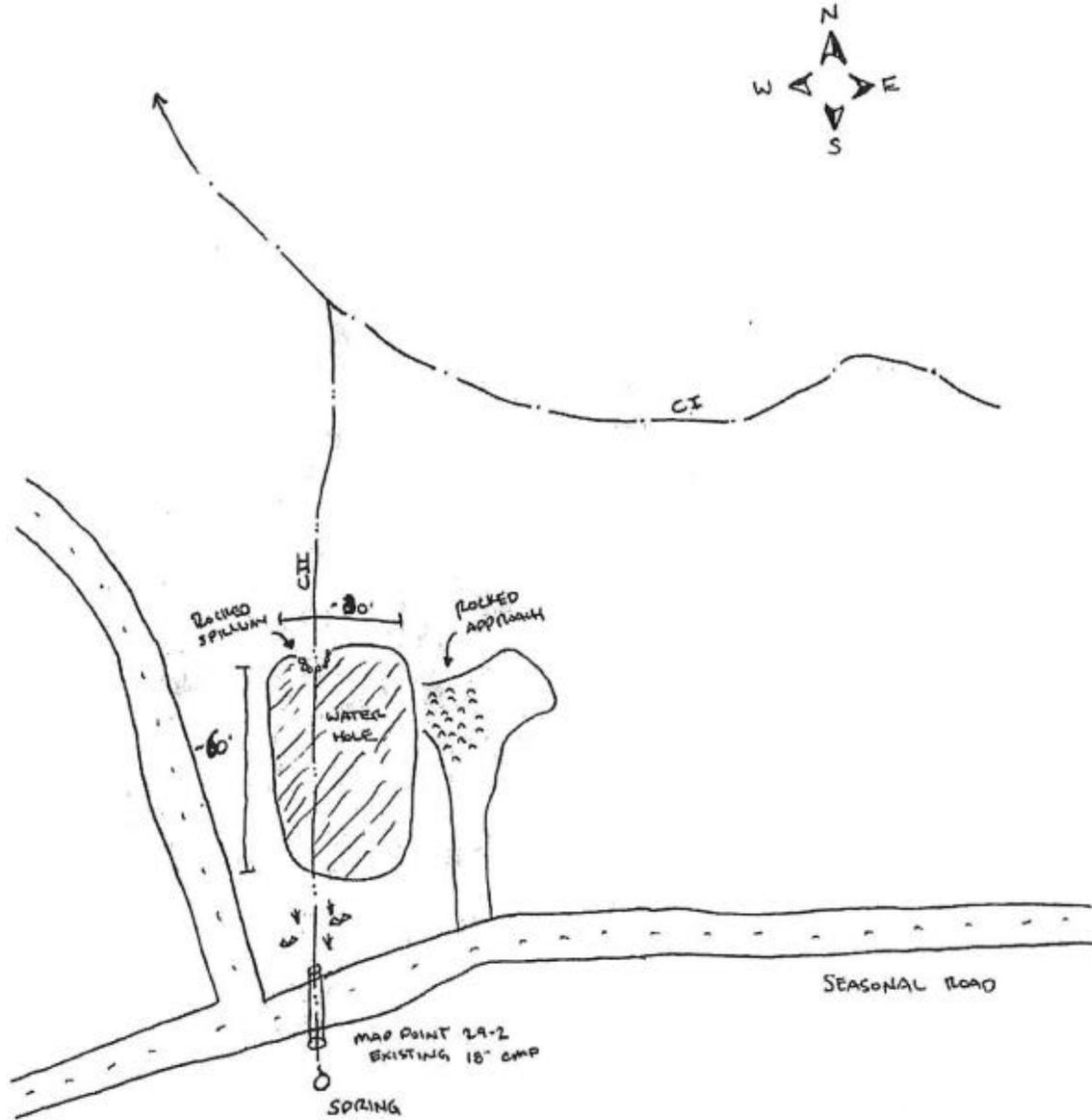
Waterhole Diagrams

DIAGRAM OF PROPOSED WATERHOLE 15-A
AND MAP POINT 15-3



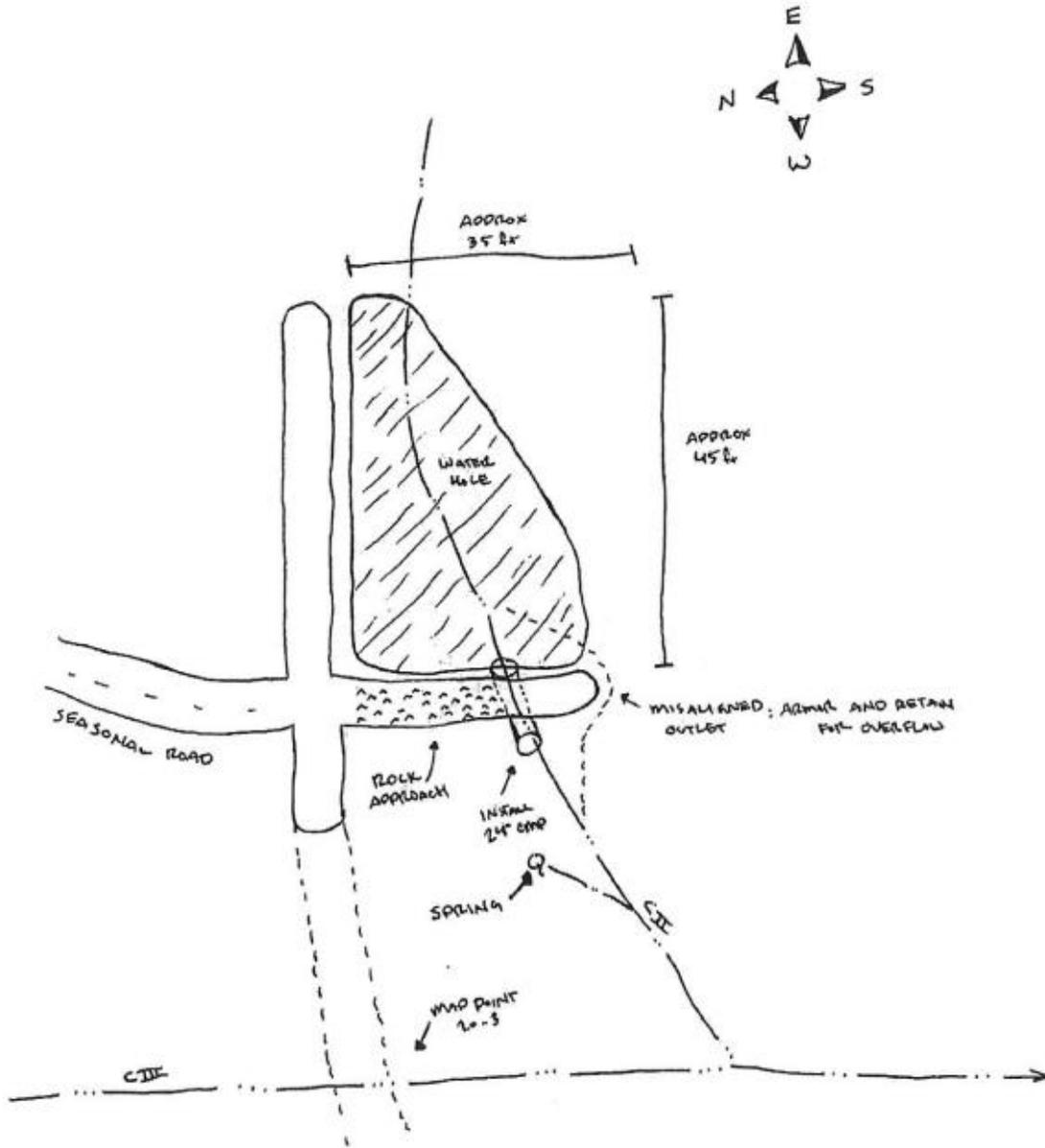
DRAWING NOT TO SCALE

DIAGRAM OF WATERHOLE 29-A



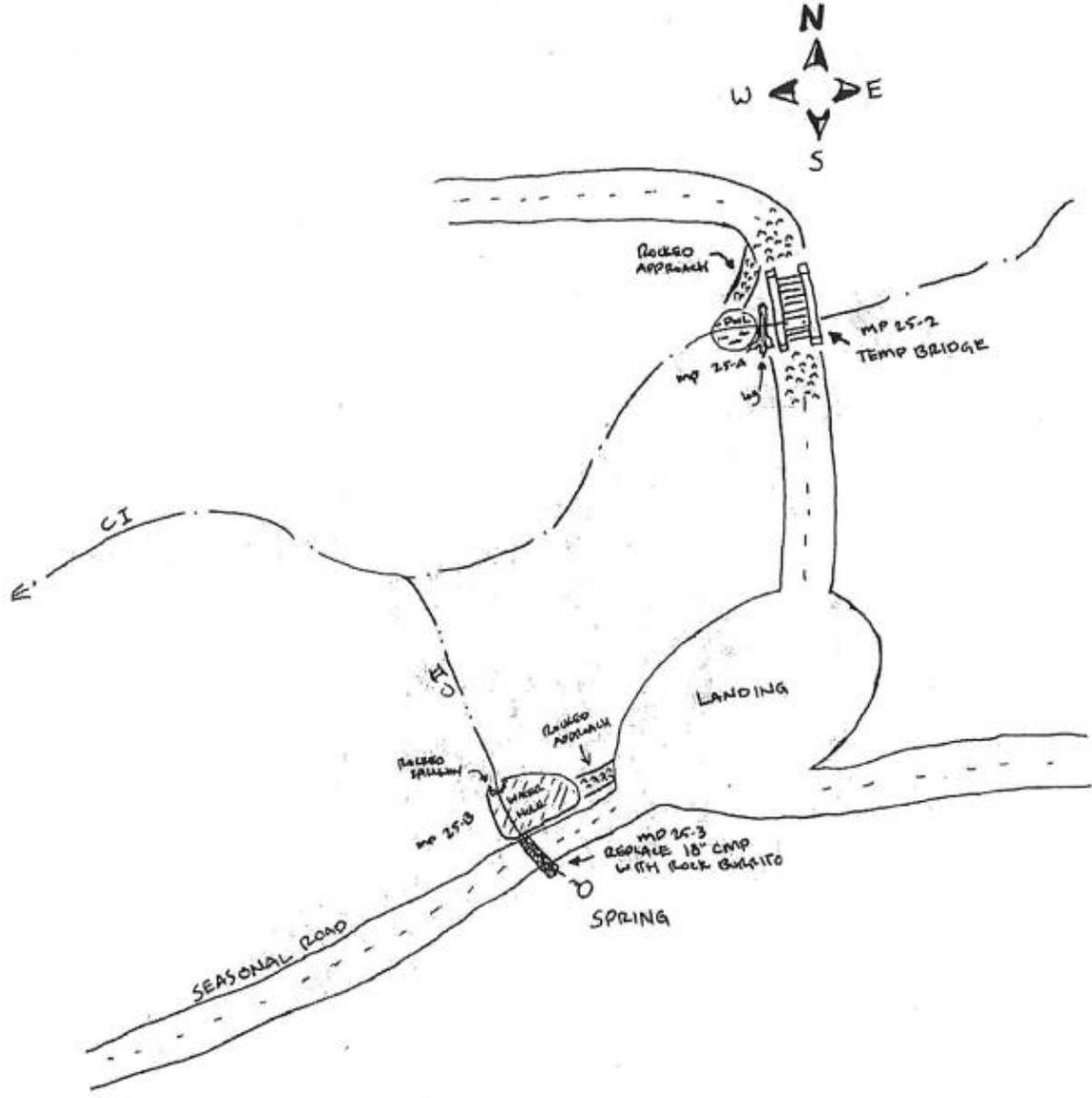
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DIAGRAM OF OF WATERHOLE 20-A
AND MAP POINT 20-3



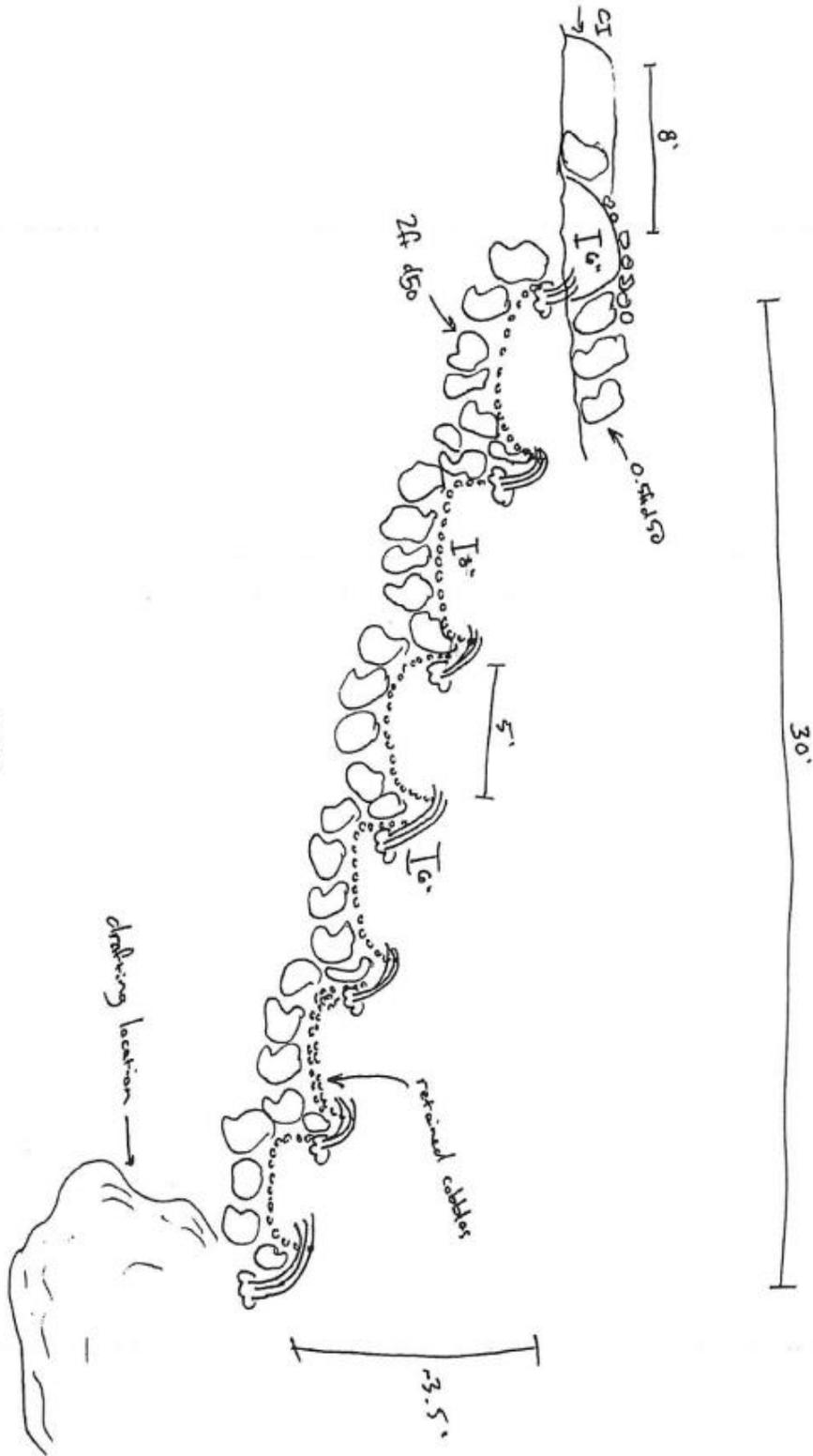
DRAWING NOT TO SCALE

DIAGRAM OF WATERHOLE 25-B
WATER DRAFTING SITE 25-A
AND MAP POINTS 25-2 & 25-3



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CROSS SECTIONAL DIAGRAM OF MAP POINT 25-2



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