



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Region 1 – Northern  
601 Locust Street  
Redding, CA 96001  
(530) 225-2300  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



September 9, 2020

Eduardo Munoz  
30830 HillView Drive  
Valley Center, CA 92802

Dear Mr. Munoz:


**Final Streambed Alteration Agreement, Notification No. 1600-2020-0352-R1,  
Ono/Ducket Creek Remediation**

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Ono/Ducket Creek Remediation (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 determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-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 letter, please contact Tobi Freeny at (530) 225-2867 or by email at [tobi.freeny@wildlife.ca.gov](mailto:tobi.freeny@wildlife.ca.gov).

Sincerely,

  
Digitally signed by Cobb, Donna@Wildlife  
DN: DC=Gov, DC=Ca, DC=Dfg, DC=AD, OU=DFG  
Divisions, OU=(1) NR, OU=Users, CN=Cobb,  
Donna@Wildlife  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2020-09-09 16:49:37  
Foxit PhantomPDF Version: 9.6.0

Donna L. Cobb  
Senior Environmental Scientist Supervisor – CEP 1

ec: Eduardo Munoz - [montevideoholidayrentals@gmail.com](mailto:montevideoholidayrentals@gmail.com)  
[fincasantachristina@gmail.com](mailto:fincasantachristina@gmail.com)

Jason Vine, REALM - [jason@realm-engineering.com](mailto:jason@realm-engineering.com)

Jules Redding, Jul Environmental - [yellojujube@gmail.com](mailto:yellojujube@gmail.com)

Ryan Cornwall, Central Valley RWQCB - [ryan.cornwall@waterboards.ca.gov](mailto:ryan.cornwall@waterboards.ca.gov)

## Notice of Exemption

- 1 -

**To:**

Office of Planning and Research

*For U.S. Mail:*

P.O. Box 3044

Sacramento, CA 95812-3044

**From:**

Department of Fish and Wildlife

Northern Region

601 Locust Street

Redding, CA 96001

**Street Address:**

1400 Tenth Street

Sacramento, CA 95814

**Project Title:** Ono/Ducket Creek Remediation (Streambed Alteration Agreement No. 1600-2020-0352-R1)

**Project Location (include county):** Shasta County, APN 041-300-006-000.

**Project Description:** The California Department of Fish and Wildlife has executed Lake and Streambed Alteration Agreement number 1600-2020-0352-R1, pursuant to Section 1602 of the Fish and Game Code to Eduardo Munoz.

The project is limited to four (4) encroachments (Table 1). The encroachments include one (1) culverted stream crossing, two (2) ford style stream crossings, and one (1) small section of stream channel located at the pond/dam that are to be maintained or decommissioned. Work for these encroachments will include rock armoring as necessary to minimize erosion and the installation of a critical dip at the culvert crossing.

**Public Agency Approving Project:** CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

**Person or Public Agency Carrying Out Project:** Eduardo Munoz

**Exempt Status:**

☐ Statutory Exemption.

☒ Categorical Exemption. Type – **Class (1); California Code of Regulations, title 14, section (15301)** Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of the existing use.

**Reasons why project is exempt:** The maintenance and minor alteration of existing instream structures with no expansion of use.

**CDFW Contact Person:** Tobey Freeny, Senior Environmental Scientist Specialist, (530) 225-2867

**Signature:**

Digitally signed by Cobb, Donna@Wildlife  
DN: DC=Gov, DC=Ca, DC=Dfg, DC=AD, OU=DFG Divisions, OU=(1) NR, OU=Users, CN="Cobb, Donna@Wildlife"  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2020-09-09 18:48:53  
Foxit PhantomPDF Version: 9.6.0

**Date:**

Donna L. Cobb

Senior Environmental Scientist Supervisory – CEP 1

Date received for filing at OPR: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
REGION 1 - NORTHERN  
601 LOCUST STREET  
REDDING, CA 96001



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2020-0352-R1  
UNNAMED TRIBUTARIES TO DUCKET CREEK

EDUARDO MUNOZ  
ONO/DUCKET CREEK REMEDIATION

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

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on July 30, 2020, 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 project is located on unnamed tributaries to Duck Creek, tributary to North Fork Cottonwood Creek in the County of Shasta, State of California; Section 3, Township 31N, Range 07W; U.S. Geological Survey (USGS) 7.5-minute quadrangle Shasta Bally, Mount Diablo Base and Meridian; Assessor's Parcel Number 041-300-006-000.

**PROJECT DESCRIPTION**

The project is limited to four (4) encroachments (Table 1). The encroachments include one (1) culverted stream crossing, two (2) ford style stream crossings, and one (1) small section of stream channel located at the pond/dam that are to be maintained or decommissioned. Work for these encroachments will include rock armoring as necessary to minimize erosion and the installation of a critical dip at the culvert crossing.

Table 1. Project Encroachments with Description

ID	Latitude/Longitude	Description
Ford Crossing 1	40.498981° -122.670616°	By hand or with hand operated tools remove deposited sediment and place rock armoring in the stream channel to control erosion, as appropriate.
Ford Crossing 2	40.498881° -122.671083°	By hand or with hand operated tools remove deposited sediment and place rock armoring in the stream channel to control erosion, as appropriate.
Culvert Crossing 3	40.498828° -122.671387°	Remove deposited sediment and in-stream vegetation blocking natural flow. Install armored low flow critical dip across road prism and place rock armoring in the stream channel to control erosion.
Channel at Pond/Dam	40.499224° -122.669744°	By hand or with hand operated tools place rock armoring to maintain stabilization of stream channel, as appropriate.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: steelhead trout (*Oncorhynchus mykiss*), Chinook salmon, specifically the Central Valley Chinook salmon ESU (*O. tshawytscha*) and other fish; foothill yellow-legged frog (*Rana boylei*) and other amphibians; western pond turtle (*Emys marmorata*) and other reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

### Impacts to water quality:

short-term release of contaminants (e.g., incidental from project activities);  
temporary increase in fine sediment transport;

### Impacts to natural flow and effects on habitat structure and process:

damage to aquatic habitat and function;

### Impacts to natural flow and effects on fish and wildlife:

direct and/or incidental take of aquatic species;

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Notification Materials. Permittee's Lake or Streambed Alteration Notification (Notification) together with all maps, plans, designs, investigations, studies, drawings, photographs, and all other supporting documents submitted with the

Notification to describe the activity is hereby incorporated by reference into this Agreement. Permittee shall conduct project activities within the work areas and using the mitigative features described in the Notification and supporting documents, unless such project activities, work areas, or mitigative features are modified by the provisions of this Agreement, in which case the activities shall be conducted as described in this Agreement.

- 1.2 Documentation at Project Site. Permittee shall make the Agreement, exhibits, 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.
- 1.3 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.
- 1.4 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.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.6 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures, approved in writing by CDFW, are taken.
- 1.8 Other Agency Permitting Requirements. The proposed project may be subject to additional federal, state, and local laws, regulations, and permitting requirements. It is the responsibility of the Permittee to obtain and comply with any additional permits necessary to cover the scope of work as described by the project. Examples include but are not limited to the following:
  - The Federal Clean Water Act (CWA) as implemented through permits, enforcement orders, and self-implementing requirements. When needed per the requirements of the CWA, the project proponent shall obtain a CWA Section 404 (33 U.S.C. Section 1344) Permit from the United States Army



Corps of Engineers and a CWA Section 401 (33 U.S.C. Section 1341) Water Quality Certification from the State Water Resources Control Board or appropriate Regional Water Quality Control Board.

- All Applicable state, city, county, or local regulations, ordinances, or license requirements including, but not limited to those for grading, construction, and building.
- CEQA and the National Environmental Policy Act.

## **2. Avoidance and Minimization Measures**

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

### **Project Timing and Coordination**

- 2.1 General Work Period. All ground disturbance work shall be confined to the period commencing July 1 and ending October 15, provided the stream is dry or at its lowest flow. To avoid impacts to nesting birds this work shall be confined to the period commencing September 1 and ending October 15, of any year in which this Agreement is valid. If work must be completed before September 1 nest surveys shall be conducted by a qualified biologist as detailed in Measure 2.8.
- 2.2 Work in Dry Weather Only. Permittee shall cease the project activities when the National Weather Service (NWS) 72-hour weather forecast indicates a 30 percent chance or higher of precipitation. Permittee shall implement all necessary erosion control measures prior to the onset of precipitation and remove construction equipment and materials if precipitation is likely. Work activity halted due to precipitation may resume when the NWS 72-hour weather forecast indicates less than a 30 percent chance of precipitation. No authorized activity shall occur during a dry-out period of 24 hours after wet weather.
- 2.3 Work Window Variance. A variance to the above listed work period can be requested for review by CDFW using the contact information on page 13. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. Written approval from CDFW shall be obtained for all work performed using a work window variance.
- 2.4 Vegetation Removal Work Period. Notwithstanding Measure 2.1 above, removal of the above-ground portions of existing trees and shrubs shall be confined to the period commencing September 1 and ending January 31 to avoid impacts to nesting birds provided the work area is outside of the actively flowing stream. Work may continue during precipitation events provided stream flows have not risen into work areas and sediment delivery will not result. If vegetation must be removed

during the nesting season for migratory birds and raptors (February 1 to August 31), nest surveys shall be conducted by a qualified biologist prior to vegetation clearing, as detailed in Measure 2.8.

- 2.5 Planting Work Period. Notwithstanding Measure 2.1 above, plantings shall be installed between November 1, when there has been sufficient rainfall, and April 1.

### **Habitat and Species Protection**

- 2.6 Work Area. All work areas described in this Agreement shall be flagged or fenced with appropriate marking materials to prohibit unauthorized and unnecessary disturbance of vegetation. The work area shall be identified to all workers, as represented in the plans. All marking materials shall be maintained throughout the life of the project and shall be removed at completion of the project activities.
- 2.7 Minimum Vegetation Removal. No native riparian vegetation shall be removed from the bank of the stream, except where authorized by CDFW. Permittee shall limit the disturbance or removal of native vegetation to the minimum necessary to achieve design guidelines and standards for the authorized activity. Permittee shall take precautions to avoid damage to vegetation outside the work area.
- 2.8 Nesting Bird Surveys. If construction, grading, vegetation removal, or other ground disturbance activities are scheduled during the nesting season of protected raptors and migratory birds (February 1 through August 31) a focused survey for nests of such birds shall be conducted by a qualified biologist within seven days prior to the beginning of project activities. If a nest is found, Permittee shall consult with CDFW regarding appropriate action to comply with the Migratory Bird Treaty Act of 1918 and FGC. If a lapse in project-related work of seven days or longer occurs, another focused survey shall be required before project work can be reinitiated. All surveys shall be submitted to CDFW for written acceptance before the implementation of project activities.
- 2.9 No Authorization of Take. This Agreement does not authorize take, as defined by FGC section 86, of a Listed, Fully Protected, or Candidate Species under the California Endangered Species Act (FGC section 2050 et seq.) or Special-Status Plants, California Native Plant Society Rare Plant Ranks 1B.1 and 1B.2, under Native Plant Protection (FGC section 1900 et. seq.).
- 2.10 Invasive Exotic Plant Control. The Permittee shall ensure that the spread or introduction of invasive exotic plants shall be avoided to the maximum extent possible by washing and decontaminating all equipment. Vegetation restoration should include the weed-free native seed and straw to reduce the potential for introduction of non-native invasive weed species to the site.
- 2.11 Decontamination. The Permittee is responsible for ensuring all project personnel adhere to the latest version of the Northern Region CDFW Aquatic Invasive Species (AIS) Decontamination Protocol for all field gear and equipment that will

be in contact with water. Heavy equipment and other motorized or mechanized equipment that comes in contact with water should generally follow watercraft decontamination protocols found in the AIS Decontamination Protocol.

## **Erosion and Sediment Control**

- 2.12 Erosion Control. Permittee shall use erosion control measures throughout all work phases where sediment runoff threatens to enter a stream, lake, or other waters of the state.
- 2.13 Runoff from Steep Areas. Permittee shall ensure runoff from steep, erodible surfaces is either diverted to stable areas with little erosion potential or contained behind sediment control structures. Sediment control structures such as straw bales, fiber rolls, and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases.
- 2.14 Prohibition on Use of Monofilament Netting. To minimize the risk of ensnaring and strangling wildlife, Permittee shall not use any erosion control materials that contain synthetic (e.g., plastic or nylon) monofilament netting, including photo- or bio-degradable plastic netting. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, hemp, coconut (coir) fiber, or other products without welded weaves.
- 2.15 Erosion and Sediment Barriers. Permittee shall monitor and maintain all erosion and sediment barriers in good operating condition throughout the work period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated sediment and/or replacement of damaged sediment fencing, coir logs, coir rolls, and/or straw bale dikes. If the sediment barrier fails to retain sediment, Permittee shall employ corrective measures, and notify CDFW immediately.
- 2.16 Removal, Storage and Disposal of Excavated Fill, Spoils, and Debris. Permittee shall remove all excavated fill, spoils, and debris from any stream, lake, or other waters of the state and place it in stable upland locations where it cannot discharge into such waters or disposed of it according to state and local laws and ordinances.
- 2.17 Cover Spoil Piles. Permittee shall have readily available erosion control materials such as wattles, natural fiber mats, or plastic sheeting, to cover and contain exposed spoil piles and exposed areas in order to prevent sediment from moving into a stream or lake. Permittee shall apply and secure these materials prior to rain events to prevent loose soils from entering a stream, lake, or other waters of the state.
- 2.18 Seed and Mulch. Upon completion of construction operations and/or the onset of wet weather, Permittee shall stabilize exposed soil areas within the project site by applying mulch and seed. All exposed/disturbed areas and access points within the stream and riparian zone shall be restored by applying local native and weed free



erosion control grass seeds. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Restored areas must be mulched, using at least 2- to 4-inches of weed-free, clean straw or similar biodegradable mulch over the seeded area. Alternately, seeding may be covered with jute netting, coconut fiber blanket or similar erosion control blanket.

## **Equipment, Debris, Material Storage and Waste**

- 2.19 Stockpiled Materials. Permittee shall not stockpile or store any building materials and/or construction materials where they may be washed or percolate into a stream, lake, or other waters of the state, or where they may adversely affect stream habitat or aquatic or riparian vegetation.
- 2.20 No Dumping. Permittee shall not deposit, permit to pass into, or place where it can pass into a stream, lake, or other waters of the state any material deleterious to fish and wildlife, pursuant to FGC section 5650(a)(6) or abandon, dispose of, or throw away within 150 feet of a stream, lake, or other waters of the state, any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird, pursuant to FGC section 5652(a).
- 2.21 Debris Removal. Permittee shall pick up all debris and waste daily and shall dispose of it according to state and local laws and ordinances.
- 2.22 No Equipment in Sensitive Habitat. Vehicles shall not be driven, nor equipment operated within any flowing stream, nor where wetland vegetation, riparian vegetation, or aquatic organisms may be impacted.
- 2.23 Staging and Storage. Permittee shall not stage or store any equipment, materials, fuels, lubricants, solvents, and hazardous or toxic materials where they may enter a stream or lake, or where they have potential to enter a stream, lake, or other waters of the state (e.g., through storm water runoff or percolation). Equipment shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.24 Equipment Maintenance and Fueling. Permittee shall not conduct any maintenance activity or refuel equipment in any location where the petroleum products or other pollutants may enter any river, stream, or waters of the state, pursuant to FGC section 5650(a)(1). Furthermore, any equipment operated within or adjacent to the stream channel shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat.

## **Toxic and Hazardous Materials**

- 2.25 Toxic Materials. Any hazardous or toxic materials that could be deleterious to aquatic life shall be stored in accordance with any federal, state, and local laws and ordinances.
- 2.26 Hazardous Substances. Permittee shall prevent raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life, from contaminating the soil and/or entering a river, stream, or lake. Permittee shall immediately remove any of these materials placed within, or where they may enter, a river, stream or waters of the state.

## **Spills and Emergencies**

- 2.27 Spill Materials. 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.
- 2.28 Cleanup and Containment. In the case of a spill, Permittee shall immediately notify the California Office of Emergency Services (OES) State Warning Center at 1-800-852-7550 and immediately initiate clean-up activities. The CDFW office shall be notified of clean-up procedures.

## **Instream Structures**

- 2.29 Armoring Material. Armor material shall be comprised of durable angular screened quarry rock of sufficient size (generally 12-inch or greater diameter or equal to the largest size that naturally exists in the channel), placed to prevent significant scour and to minimize mobilization during a 100-year storm event. Culvert inlets, culvert outlets, fill slopes, critical dips, and the stream channel at the project sites shall be armored as determined by a qualified professional and as stated in the Notification.
- 2.30 Road Approaches. Permittee shall treat road approaches to new or re-constructed permanent crossings on Class I and II watercourses to minimize erosion and sediment delivery to the watercourse. The approaches shall be armored from the crossing for a minimum of 50 feet in both directions, or to the nearest effective water bar or point where road drainage does not drain to the crossing, with durable, clean, screened, angular rock. Permittee shall ensure road approaches at all stream crossings are hydrologically disconnected to the maximum extent feasible to prevent sediment from entering the crossing site.
- 2.31 Road Surface Grading. If grading of the road surface is required, all material shall be graded away from the watercourse.

## 2.32 Stream Crossings.

- 2.32.1 Crossing Sizing – Fords/Armored Fills. Fords and armored fills are considered permanent stream crossings and shall be designed to accommodate the 100-year flood flow [i.e.  $\geq 1.0$  times the width of the bankfull channel width or the 100-year flood size, whichever is greater] including sediment load and debris without diverting.
- 2.32.2 Crossing Sizing - Culvert. All crossing sites shall be designed to accommodate the estimated 100-year flow [i.e.  $\geq 1.0$  times the width of the bankfull channel width or the 100-year flood size, whichever is greater] including sediment load, debris, and culvert embedding without diverting.
- 2.32.3 Culvert Material. Corrugated metal pipe shall be used as the culvert material. Plastic (polyethylene) corrugated drainpipe is not allowed in rural, wilderness or forested settings. This is due to wildfires and the propensity of the pipes to melt during such an event causing the failure of the crossing.
- 2.32.4 Critical Dip. Where diversion potential exists, an armored critical dip shall be installed to direct flood flow over the crossing fill and back into the channel. Critical dips shall be constructed to accommodate the entire estimated 100-year flood flow and may be installed by lowering the existing fill over the crossing or by constructing a deep, broad rolling dip over the crossing surface to prevent flood flow from diverting down the road.

## **Stream Remediation, Restoration, and Revegetation**

- 2.33 Stream Restoration. Stream channel shall be restored to as near its original condition to the maximum extent feasible including, stream gradient, bank slopes, and appropriately sized rock or cobble embedded into the channel. Remediation shall include revegetation of areas stripped or exposed by project activities.
- 2.34 Revegetation Technique. Native species shall be installed in such a way as to facilitate the survival of the plants and in coordination with a person that has expertise in northern California ecosystems and native plant revegetation techniques. Planting techniques can include seed casting, hydro-seeding, transplanting, or use of cuttings.
- 2.35 Hand Tools. Replanting activities authorized by this Agreement shall be completed by hand or by using hand operated tools only.

## **Project Oversight & Maintenance**

- 2.36 Qualified Professionals. The project activities shall be managed and inspected by a licensed engineer or qualified professional, as deemed appropriate per project activity, to ensure that the activities are implemented as designed.

- 2.37 Routine Maintenance Activities. The Permittee may conduct maintenance activities to the instream structures authorized by this Agreement, provided the Permittee notifies CDFW for written approval prior to commencing any activities. Such work shall employ the same type of materials used in the original project and shall occur only in the locations of existing features unless otherwise specified in the written approval.

### 3. Monitoring and Reporting Measures

Permittee shall meet each monitoring and reporting requirement described below. Follow directions as described in the Contact Information section.

- 3.1 California Natural Diversity Database Observations. Permittee shall submit to CDFW all observations of Species of Greatest Conservation Need to the California Natural Diversity Database <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>.
- 3.2 Invasive Species Sighting. Permittee shall submit to CDFW observations of California Invasive Species <https://wildlife.ca.gov/Conservation/Invasives/Report>.
- 3.3 Nesting Bird Survey. The Permittee shall submit all nesting bird surveys before implementation of project activities.
- 3.4 CDFW Notification Prior to Start Work Initiation. The Permittee shall notify CDFW at least **five (5) days** prior to commencement of remediation activities as covered by this Agreement. Verbal or written notification is acceptable.
- 3.5 CDFW Notification of Work Completion. At the completion of project activities, or each annual work season, Permittee shall notify CDFW within **seven (7) days** of project completion. Verbal or written notification is acceptable.
- 3.6 Project Inspection and Completion Report. A Completion Report shall be prepared following inspection, signed off by the qualified professional, and submitted to CDFW via email **within 60 days** of completing project activities. The Completion Report shall include the following information:
- Construction beginning and end dates.
  - An evaluation summary confirming construction consistency with the project description and/or construction plans and specifications, including the types, quantities, dimensions, and locations of all structures, materials, areas of streambed and other ground disturbance, and/or vegetation removal.
  - Areas of concern which may require continued monitoring.
  - Site photographs including culvert inlets and outlets, upstream, downstream, panoramic photos of the entire project site, and areas of vegetation removal and/or ground disturbance as applicable.

## **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:

Eduardo Munoz  
30830 Hillview Drive  
Valley Center, CA 92802  
[fincasantachristina@gmail.com](mailto:fincasantachristina@gmail.com)

### To CDFW:

Department of Fish and Wildlife  
Northern Region  
601 Locust Street  
Redding, California 96001  
Attn: LSA Program  
Notification #1600-2020-0352-R1  
[tobi.freeny@wildlife.ca.gov](mailto:tobi.freeny@wildlife.ca.gov)

## **LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited

to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form 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 FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form 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 FGC 1605(b) through (e).

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

## EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under CEQA; and 3) after payment of the applicable FGC section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

## TERM

This Agreement shall **expire five years** from the date of execution 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.

## AUTHORITY

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

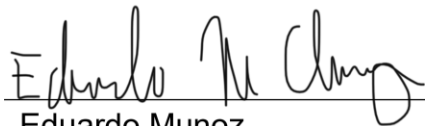
## AUTHORIZATION

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

## CONCURRENCE

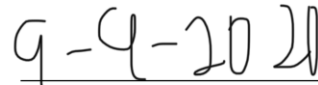
The undersigned accepts and agrees to comply with all provisions contained herein.

### FOR EDUARDO MUNOZ



Eduardo Munoz

Property Owner



Date

### FOR DEPARTMENT OF FISH AND WILDLIFE



Digitally signed by Cobb, Donna@Wildlife  
DN: DC=Gov, DC=Ca, DC=Dfg, DC=AD, OU=DFG Divisions, OU=(1) NR, OU=Users, CN="Cobb,  
Donna@Wildlife"  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2020-09-09 18:48:18  
Foxit PhantomPDF Version: 9.6.0

Donna L. Cobb

Senior Environmental Scientist Supervisor – CEP 1

Date

Prepared by: Tobi Freeny  
Senior Environmental Scientist (Specialist)