

Notice of Determination

TO: Office of Planning and Research **FROM:** Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, CA 96001
Contact: Jamie Galos
Phone: (530) 605-6166

For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth Street
Sacramento, CA 95814

LEAD AGENCY (if different from above):
California Forestry and Fire Protection
6105 Airport Road
Redding, CA 96003
Contact: Jon Woessner
Phone: (530) 227-8160

SUBJECT: Filing of Notice of Determination pursuant to § 21108 of the Public Resources Code

Project Title: Lake or Streambed Alteration Agreement No. EPIMS-SHA-34585-R11, "Bear Pit"
Timber Harvesting Plan (THP) 2-22-00125-SHA

Project Location: The project is located on unnamed tributaries to the Pit River in Bear Canyon Planning Watershed (5506.200602), in the County of Shasta, State of California; Township 34N, Range 01W, Section 5; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangles, Montgomery Creek and Devils Rock, 2018.

Project Description: The project is limited to 2 encroachments including the replacement and installation of 2 unnamed Class II permanent culvert crossings, as identified and described in the 1611 Addendum on page 87 of the THP.

This is to advise that the Department of Fish and Wildlife (CDFW), acting as the lead agency / a responsible agency approved the above-described project on the date signed below and has made the following determinations regarding the above described project:

1. The project will / will not have a significant effect on the environment. (This determination is limited to effects within CDFW's jurisdiction when CDFW acts as a responsible agency.)
2. An environmental impact report / A negative declaration / A timber harvesting plan was prepared for this project pursuant to CEQA.
3. Mitigation measures were / were not made a condition of DFW's approval of the project.
4. A Statement of Overriding Considerations was / was not adopted by DFW for this project.
5. Findings were / were not made by CDFW pursuant to Public Resources Code § 21081(a). The Department did, however, adopt findings to document its compliance with CEQA.
6. Compliance with the environmental filing fee requirement at Fish and Game Code § 711.4 (check one):
 - Payment is submitted with this notice.
 - A copy of a receipt showing prior payment is on file with CDFW.
 - A copy of the CEQA Filing Fee No Effect Determination Form signed by CDFW is attached to this notice.

Lead Agency certification: CDFW, as Lead Agency, has made the final EIR with comments and responses and record of project approval, or the Negative Declaration, available to the General Public at the CDFW office identified above.

Responsible Agency statement: The final EIR, Negative Declaration, or THP that was prepared by the Lead Agency for this project is available to the General Public at the office location listed above for the Lead Agency. CDFW's CEQA Findings are available at the CDFW office identified above.

Signed: Cary Japp
Cary Japp
Northern Region R1C Timberland Conservation Supervisor

Date: 11/18/2022

(date received by OPR filing _____)

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR
MASTER LAKE OR STREAMBED ALTERATION AGREEMENT No. EPIMS-SHA-34585-R11**

Introduction

The California Environmental Quality Act (CEQA) (Public Resources Code Section 21000, *et seq.*) and the State CEQA Guidelines (Guidelines) (Section 15000, *et seq.*, Title 14, California Code of Regulations) require that no public agency shall approve or carry out a project for which a Timber Harvest Plan (THP) has been completed that identifies one or more significant effects, unless the agency makes the following finding as to each significant effect:

Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.

The THP is a certified state regulatory program that provides a substitute document to a Negative Declaration or Environmental Impact Report, pursuant to Guidelines Sections 15251 and 15252. As the lead agency for the THP, the California Department of Forestry and Fire Protection (CALFIRE) certified THP 2-22-00125-SHA for the Project on **November 15, 2022**. The Department of Fish and Wildlife (CDFW) found that the Project will not result in significant environmental effects with the mitigation measures required in, or incorporated into the Project.

CDFW is entering into Master Lake or Streambed Alteration Agreement (Agreement) **No. EPIMS-SHA-34585-R11** with **Cory Drenon, representing Sierra Pacific Land & Timber Company**. The project is located on unnamed tributaries to the Pit River in Bear Canyon Planning Watershed (5506.200602), in the County of Shasta, State of California; Township 34N, Range 01W, Section 5; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangles, Montgomery Creek and Devils Rock, 2018.

Because CDFW is issuing the Agreement, it is a Responsible Agency under CEQA for the Project. As a CEQA Responsible Agency, CDFW is required by Guidelines Section 15096 to review the environmental document certified by the Lead Agency approving the projects or activities addressed in the Agreement and to make certain findings concerning a project's potential to cause significant, adverse environmental effects. However, when considering alternatives and mitigation measures approved by the Lead Agency, a Responsible Agency is more limited than the Lead Agency. When issuing the Agreement, CDFW is responsible only for ensuring that the direct or indirect environmental effects of activities addressed in the Agreement are adequately mitigated or avoided. Consequently, the findings adopted or independently made by CDFW with respect to an Agreement's activities are more limited than the findings of the Lead Agency funding, approving, or carrying out the project activities addressed in such Agreements.

Findings

CDFW has considered the THP adopted by CALFIRE. CDFW has independently concluded that the Agreement should be issued under the terms and conditions specified therein. In this regard, CDFW hereby adopts the findings of CALFIRE, as set forth in the THP insofar as they pertain to the Project's impacts on biological resources.

Signed: 
Cary Japp
Northern Region R1C Timberland Conservation Supervisor

Date: 11/18/2022

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



LAKE OR STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. EPIMS-SHA-34585-R11
Two Unnamed Class II Tributaries to Pit River,
2 Encroachments

CORY DRENON
THP 2-22-00125- SHA, "BEAR PIT"

This Lake or Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Sierra Pacific Industries (Permittee) as represented by Cory Drenon (Forester).

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on August 29, 2022 (THP 1st Review Date), 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 the Pit River in the Bear Canyon Planning Watershed (5506.200602), in the County of Shasta, State of California; Township 34N, Range 01W, Section 5; Mount Diablo Base and Meridian; USGS 7.5 minute quadrangles, Montgomery Creek and Devils Rock, 2018.

PROJECT DESCRIPTION

The project is limited to 2 encroachments including the replacement and installation of 2 unnamed Class II permanent culvert crossings, as identified and described in the 1611 Addendum on page 87 of the THP (*for map locations, see Exhibit Map Attachments*).

- **Crossing MP 4:** MP 4 is an existing corrugated plastic pipe crossing of a class II watercourse that is proposed for reconstruction. The existing pipe is inadequately sized and too short to provide a functional crossing radius. A 48" CMP is proposed for this crossing location. Reconstruction of this crossing point shall minimize fill volume to the extent feasible while still providing a road grade adequate to facilitate log hauling.
- **Crossing MP 5:** MP 5 is an existing corrugated plastic pipe crossing of a class II watercourse that is proposed for reconstruction. The existing pipe is inadequately sized and too short to provide a functional crossing radius. A 48" CMP is proposed for this crossing location. Reconstruction of this crossing point shall minimize fill volume to the extent feasible while still providing a road grade adequate to facilitate log hauling.

PROJECT IMPACTS

CDFW has determined that without implementation of the conditions contained within this Agreement, such activities could substantially adversely affect existing fish or wildlife resources including, but not limited to: game and non-game fishes, amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include: short-term release of contaminants (e.g., incidental from work activities); loss or decline of riparian habitat; and disruption to nesting 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, and any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act 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 48 hour notification, to verify compliance with the Agreement.
- 1.5 Notification of Commencement and Completion of Work. At least one week prior to the initiation of work, the Permittee shall contact CDFW Representative Jamie Galos by phone (530.605.6166), or Email (john.galos@wildlife.ca.gov) to facilitate monitoring. Information to be disclosed shall include Agreement number, Timber Harvesting Plan (THP) number, and the anticipated start date. CDFW has 24 hours from time of Permittee contact to respond. If the Permittee does not receive a response from CDFW at 24 hours from 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 submitted with Notification No. EPIMS-SHA-34585-R11 and THP 2-22-00125- SHA as revised as of November 15, 2022.

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 I, 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 **June 15 and October 15** for Class I watercourses and **May 1 and October 15** for Class II and III watercourses, except 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 conducted in one day, if feasible. If equipment breakdowns prevent completion of installation or removal in one day, work shall be completed in the shortest period feasible.
- g) When the U.S. 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 Removal of Obstructions. The Permittee shall remove obstructions and sediment during the time periods specified if a substantial threat to a facility exists. The Permittee may remove obstructions and sediment at any time if the obstructions and sediment would reasonably be expected to cause substantial damage to resources or cause the facility to fail outside the time periods specified above.

GENERAL CONDITIONS for ALL ENCROACHMENTS

- 2.3 The Bear Pit THP (2-22-00125-SHA) does not include notification pursuant to Fish and Game Code Section 1600, et seq. for the diversion of water; therefore, this Agreement does not authorize substantial diversion of water during water drafting activities.
- 2.4 The Permittee shall ensure that all crossing facilities accommodate the estimated 100-year flow including sediment load and debris without diverting, and are installed in accordance with submitted plans and diagrams.
- 2.5 The Permittee shall ensure that the installation of culverts, bridges or other structures is such that upstream or downstream passage of fish and aquatic life is assured at all times (Class I).

- 2.6 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.
- 2.7 All heavy equipment that will be entering the live stream shall be cleaned of materials deleterious to aquatic life including oil, grease, hydraulic fluid, soil and other debris. Cleaning of equipment shall take place outside of the Watercourse and Lake Protection Zone (WLPZ) and prior to entering the water.
- 2.8 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. 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. If stream habitat structures are removed to construct a crossing, the Permittee shall restore or replace them in equal quantities upstream, downstream, or offsite.

- 2.14 All non-merchantable LWD excavated during crossing construction, deconstruction or decommissioning shall be used on site for streambed and bank stabilization or erosion control. Woody debris shall not be incorporated into crossing fill.
- 2.15 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.
- 2.16 Erosion control measures shall be made available if encroachment work occurs when the U.S. Weather Service forecast reports a "chance" (30% or more) of rain within 24 hours. The Permittee shall deploy erosion control measures prior to rainfall.
- 2.17 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.
- 2.18 To maintain channel flow capacity and/or minimize bank erosion, sediment depositions in the stream channel above or below encroachments that have the potential to be washed downstream following work shall be excavated annually and disposed of in a location where they cannot enter into Waters of the State.
- 2.19 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. U.S. Weather Service forecasts shall be monitored by the Permittee to determine the chance of precipitation.
- 2.20 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.
- 2.21 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.
- 2.22 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.

2.23 The disturbed portions of any stream channel and adjacent areas shall be restored to as near their original condition as possible. Crossings shall emulate the natural streambed elevation, substrate and flow velocity to the extent feasible.

CONDITIONS for PERMANENT CULVERTS

2.24 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.

2.25 For permanent encroachments and where flowing water is present during operations:

- a) Cofferdams shall be installed to divert stream flow, isolate and dewater the work site, and to catch any sediment-laden water and minimize sediment transport downstream. Cofferdams shall be constructed of non-polluting materials including sand bags, rock, and/or plastic tarps. 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 shall cause minimal turbidity or siltation. Water routed around the work site shall re-enter the channel below the annual high-water mark. Mineral soil shall not be used in the construction of cofferdams.
- b) Flowing water shall be cleanly bypassed and/or prevented from entering the work area through pumping or gravity flow, and cleanly returned to the stream below the work area. Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and 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.

2.26 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 at or slightly below the natural streambed elevation to the maximum extent feasible.

2.27 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

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no sediment discharge or siltation in the stream. Sediment discharge from excavation work at crossings shall be prohibited.

- 2.28 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.
- 2.29 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.
- 2.30 Road approaches shall be hydrologically disconnected to the maximum extent feasible and shall be maintained as necessary during use. Approaches shall be rocked as necessary to maintain a stable operating surface during the winter period.

CONTACT INFORMATION

Any communication that the 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:

CORY DRENON
P.O. Box 496014
Redding, CA 96049-6014
(530) 378-8000
cdrenon@spi-ind.com

To CDFW:

California Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, California 96001
ATTN: Lake and Streambed Alteration Program – Tiffany Kenison
Notification EPIMS-SHA-34585-R11
Fax: 530-225-0324
Email: Tiffany.Kenison@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.

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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

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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 (<https://www.wildlife.ca.gov/Conservation/LSA/Forms>).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form.

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form. CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

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

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be after Permittee's signature and after CDFW complies with all applicable requirements under CEQA.

TERM

This Agreement shall expire 5 years from the CDFW signature date below, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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Maps of the encroachment sites is included as an exhibit to the Agreement and is incorporated herein by reference.

AUTHORITY

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

AUTHORIZATION

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

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CONCURRENCE

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

FOR PERMITEE

DocuSigned by:
Cory Drenon

11/18/2022

Mr. Cory Drenon
Sierra Pacific Land & Timber Company

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Cary Japp
Senior Environmental Scientist (Supervisor)

Date

Prepared by: Jamie Galos
Senior Environmental Scientist
11/7/2022

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EXHIBIT 1: Encroachment Location Maps