

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 1 – NORTHERN REGION
619 2nd Street
Eureka, CA 95501

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OCT 23 2019

CDFW - EUREKA



STREAMBED ALTERATION AGREEMENT

NOTIFICATION No. 1600-2019-0705-R1

Stansberry Creek, Tributary to the Mattole River and the Pacific Ocean

Roger Safier
Safier Stream Restoration and Flood Management Project
3 Encroachments

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

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on August 27, 2019, that the 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, the Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, the Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project to be completed is located within the Mattole River watershed, approximately three miles west of the town of Petrolia, County of Humboldt, State of California. The project is located in Section 18, T2S, R2W, Humboldt Base and Meridian; in the Petrolia U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Number 105-031-040; latitude 40.2901 N and longitude -124.3251 W at the Parcel Centroid.

PROJECT DESCRIPTION

The project is limited to three encroachments (Table 1). One encroachment is for streambank restoration and riparian replanting of approximately 150 linear feet of Stansberry Creek. Work for this encroachment will include excavation of unconsolidated gravels and woody debris from the right and left stream bank, reshaping of the

streambanks to a 2:1 slope with an alluvial terrace on both the right and left banks, bank stabilization with fiber roles and jute netting, and revegetation of both banks with native plant species and hand watering as necessary to allow for 80% success rate of revegetation over a 5-year period. One encroachment is for the construction of a left bank notch approximately 25ft in length and set approximately 2ft below the top of bank to allow for overflow of the stream channel during large storm events; overflow will disperse into a gravel catchment basin approximately 100ft in diameter by approximately 2ft deep, that will be maintained throughout the life of this Agreement. Accumulated gravels will be excavated and utilized for rocking of road surfaces in the vicinity. Projects will include adaptive management throughout the life of the Agreement to accommodate unforeseen events in this dynamic stream system. One encroachment is for removal of riparian vegetation that has encroached at the inlet of the arch culvert located on Stansberry Creek at Lighthouse Rd. Work for this encroachment is limited to removal of vegetation that may impede stream flow at the culvert inlet (directly in the flow pathway) and shall be limited to the use of hand tools, outside of the bird breeding season.

Table 1. Project Encroachments with Description

ID	Latitude/Longitude	Description
Stream Restoration	US: 40.2898, -124.3290 DS: 40.2900, -124.3293	Work for this encroachment will include 1) excavation of unconsolidated gravels and woody debris from the right and left stream bank, 2) raise an approximately 50 linear foot section of the right bank, located at the upper portion of the project reach, to discourage stream avulsion during high flow events, 3) reshape the streambanks to a 2:1 slope with alluvial terraces on both the right and left banks to aid in bank stability and encourage floodplain functionality, 4) bank stabilization with fiber roles, jute netting, and weed free straw 5) revegetation of both banks with native willow tree cuttings, alder seedlings and native grasses, 6) supplemental irrigation of restoration planting as necessary to allow for 80% success rate over a 5-year period, and 7) Implementation of additional erosion control Best Management Practices to prevent sediment delivery to the watercourse.
Channel Overflow Management	40.2899, -124.3294	1) Construct a notch in the left bank, approximately 2 feet deep by 25 linear feet (parallel to the flow) located at the lower portion of the project reach; this notch will allow for overflow of the channel during high flow events. 2) Construct an off-channel gravel catchment basin approximately 100ft in diameter by approximately 2ft deep located adjacent to the left bank; this basin will be excavated after inundation events and gravels will be used onsite for road resurfacing or donated to entities in the local vicinity for similar purposes. 3) Equipment currently staged in this vicinity will be relocated away from the gravel basin prior to the onset of the rainy season; during summer months equipment will be serviced a minimum of 100ft from gravel basin and a minimum of 150 feet from waters of the State and will be regularly monitored for fluid leaks.
Culvert Inlet Maintenance	40.2907, -124.3300	Remove riparian vegetation, primarily alder (<i>Alnus sp.</i>) and willow (<i>Salix sp.</i>), that has encroached at the inlet of the arch

		culvert located on Stansberry Creek at Lighthouse Rd. Work for this encroachment is limited to removal of vegetation that may impede stream flow at the culvert inlet (directly in the flow pathway) and shall be limited to the use of hand tools (including chainsaws). Vegetation clearing shall be confined to the period commencing August 16 and ending February 28, of each year, to avoid nesting birds.
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PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include Coho Salmon (*O. kisutch*), Steelhead Trout (*O. mykiss*), Coastal Rainbow Trout (*O. mykiss irideus*), Pacific Lamprey (*Entosphenus tridentatus*), Inland Threespine Stickleback (*Gasterosteus aculeatus microcephalus*), Foothill Yellow-legged Frog (*Rana boylii*), Pacific Giant Salamander (*Dicamptodon tenebrosus*), Western Pond Turtle (*Actinemys marmorata marmorata*), and 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:

Impacts to water quality:

increased water temperature;
reduced instream flow;
temporary increase in fine sediment transport;

Impacts to bed, channel, or bank and direct effects on fish, wildlife, and their habitat:

loss or decline of riparian habitat;
direct impacts on benthic organisms;

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

direct and/or incidental take;
indirect impacts;
impediment of up- or down-stream migration;
water quality degradation; and
damage to aquatic habitat and function.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

The Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. The 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.** The 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 the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 **Adherence to Existing Authorizations.** All water diversion facilities that the Permittee owns, operates, or controls shall be operated and maintained in accordance with current law and applicable water rights.
- 1.4 **Change of Conditions and Need to Cease Operations.** If conditions arise, or change, in such a manner as to be considered deleterious by CDFW to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken. This includes new information becoming available that indicates that the bypass flows and diversion rates provided in this agreement are not providing adequate protection to keep aquatic life downstream in good condition or to avoid "take" or "incidental take" of federal or State listed species.
- 1.5 **Notification of Conflicting Provisions.** The Permittee shall notify CDFW if the 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 the Permittee to resolve any conflict.
- 1.6 **Project Site Entry.** The 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.
- 1.7 **CDFW Notification of Work Initiation and Completion.** The Permittee shall contact CDFW within the seven-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, and the anticipated start date. Subsequently, the Permittee shall notify CDFW no later than seven (7) days after the project is fully completed.

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.

- 2.1 **Permitted Project Activities.** Except where otherwise stipulated in this Agreement, all work shall be in accordance with the Permittee Notification received on August 27, 2019, together with all maps, BMP's, photographs, drawings, and other supporting documents submitted with the Notification.

- 2.2 **Incidental Take**. This Agreement does not allow for the take, or incidental take of any state or federal listed threatened or endangered listed species.
- 2.3 **Avoidance of Nesting Birds**. Vegetation maintenance/removal as necessary within the scope of the project shall be confined to the period commencing August 16 and ending February 28, of any year in which this Agreement is valid, 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.
- 2.4 **Nesting Bird Surveys**. If construction, grading, vegetation removal, or other project-related improvements are necessary during the nesting season of protected raptors and migratory birds (March 1 through August 15), the Permittee shall notify CDFW of proposed work and a focused survey for nests of such birds shall be conducted by a qualified biologist within seven days prior to the beginning of project-related 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 Fish and Game Code. If a lapse in project-related work of seven days or longer occurs, another focused survey and if required, consultation with CDFW shall be required before project work can be reinitiated.

2.5 Foothill Yellow-legged Frog Avoidance

- 2.5.1 No construction/reconstruction shall occur if water is present, unless a visual encounter survey is conducted for all life-stages of FYLF by a qualified individual (knowledgeable of all life stages of FYLF and similar species) within the project area no more than two weeks prior to operations.
- 2.5.2 Visual encounter surveys shall consist of walking the entire survey reach and visually scanning in the water and on the banks. Any frog species encountered shall be recorded and submitted to the Department along with the work completion report. Observation reports shall be recorded on a CNDDB report form found at:
<https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data>
- 2.5.3 Permittee shall install exclusion fencing to deter frog entry into project area during project implementation. Fencing shall be installed using the following guidelines:
 - 2.5.3.1 Fencing shall be installed directly upstream and downstream of the project area, perpendicular to the direction of flow, within the bankfull channel, and fitted with wings, a minimum of ten feet in length, angled 45 degrees away from the project area.
 - 2.5.3.2 The bottom edge of fencing should be securely in contact with the

ground to prevent individuals from passing underneath.

- 2.5.3.3 When surface flow is present, fencing material spanning the channel shall not impede natural flow of water but shall prohibit passage of juvenile frogs (e.g., netting with no greater than 0.25-inch opening size).
- 2.5.3.4 Wing fencing shall be made of material FYLF cannot climb (e.g. geotextile fabric).

Project Timing

- 2.6 **Work Period.** All work, not including bank revegetation, shall be confined to the period **June 15 through October 15** of each year. Work within the active channel of a stream shall be restricted to periods of **dry weather**. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation.
- 2.7 **Work Completion.** The proposed work for bank reshaping shall be completed by no later than **October 15, 2020**. A notice of completed work, including photographs of each site, shall be submitted to CDFW within seven (7) days of project completion. Riparian revegetation efforts shall be completed by no later than **April 1, 2021**. **Failure to complete work by the stated work completion dates shall result in suspension or revocation of this Agreement.**
- 2.8 **Extension of the Work Period.** If weather conditions permit, and the Permittee wishes to extend the work period after October 15, a written request shall be made to CDFW at least 5-working days before the proposed work period variance. Written approval (letter or e-mail) for the proposed time extension must be received from CDFW prior to activities continuing past October 15.

Vegetation Management

- 2.9 **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.

Equipment and Vehicles

- 2.10 **Clean Equipment Prior to Work.** All heavy equipment that will be working within 150 feet of a stream shall be cleaned daily, to remove materials deleterious to aquatic and terrestrial life or riparian habitat including non-native species, oil, grease, hydraulic fluid, soil, and other debris. Cleaning of equipment shall take

place a minimum of 150 feet from top of bank or edge of the riparian zone, whichever results in a greater stream buffer.

- 2.11 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.12 Staging and Storage Areas. Short-term staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than 150 feet from the top of bank or edge of the riparian zone, whichever results in a greater stream buffer. All equipment and fuel stored on site shall be bermed to contain any spilled material and shall be protected from rain. Berms shall consist of plastic covered dirt or sandbags. All materials shall be promptly removed following the completion of project work.
- 2.13 Equipment Maintenance. Refueling of machinery or heavy equipment, or adding or draining oil, lubricants, coolants or hydraulic fluids shall not take place within 150 feet of the stream bed, channel and bank. All such fluids and containers shall be disposed of properly off-site. Heavy equipment used or stored within stream bed, channel and bank shall use drip pans or other devices (e.g., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.
- 2.14 Hazardous Spills. Any material, which could be hazardous or toxic to aquatic life and enters a stream (i.e. a piece of equipment tipping-over in a stream and dumping oil, fuel or hydraulic fluid), the Permittee shall immediately notify the California Emergency Management Agency State Warning Center at 1-800-852-7550, and immediately initiate clean-up activities. CDFW shall be notified by the Permittee within 24 hours at 707-445-6493 and consulted regarding clean-up procedures.

Stream Restoration and Management

- 2.15 Stream Protection. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other deleterious material from project activities shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into the stream. All project materials and debris shall be removed from the project site and properly disposed of off-site upon project completion.
- 2.16 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the overflow area recedes. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest suitable aquatic

habitat adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern. The Department staff who prepared this agreement shall be contacted immediately if any of these species are detected.

2.17 Excavated Fill. Excavated fill material shall be placed in upland locations where it cannot deliver to a watercourse. To minimize the potential for material to enter the watercourse during the winter period, all excavated and relocated fill material shall be tractor contoured (to drain water) and tractor compacted to effectively incorporate and stabilize loose material into existing road and/or landing features.

2.18 Runoff from Steep Areas. The Permittee shall make preparations so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

2.19 Revegetation Plan. The Permittee shall submit a revegetation plan to CDFW, within **30 days from the effective date of this Agreement**, for review and approval prior to implementation of riparian habitat restoration activities. The Revegetation Plan shall, at a minimum, include the following:

- 2.19.1 The identification of the area and vegetation types that will be restored.
- 2.19.2 A planting design and palette appropriate to the vegetation type, cover, stratum, and level of biodiversity (i.e., species richness and composition). Use of a reference site is recommended.
- 2.19.3 Use regionally appropriate native plants for a riparian vegetation type. The derivation of plant material such as containers, plugs, cuttings, divisions, or seeds from coastal areas of Humboldt, Del Norte and Mendocino Counties within 30 miles of the coast. All native seed material shall be from the North Coast ecoregion (Humboldt, Mendocino, Sonoma or Del Norte Counties), if practical. If quantities are not able to be satisfied from these collection sites, propagules may be obtained from other counties in Northern California with pending approval from a restoration ecologist or botanist.
- 2.19.4 Cuttings of willows, cottonwoods conducted when dormant. Collection of cuttings within an area dispersed to maintain genetic and sexual diversity, and to avoid adversely impact existing riparian vegetation. Cuttings hydrated between harvesting and planting (e.g., soak cuttings in water several days to a week to stimulate rooting prior to planting). Cuttings planted to depth of 75 percent of their length with buds pointing up and

bottom of cutting in moist soil or water.

- 2.19.5 Planting conducted after the first seasonal rains have saturated soils beyond the first several inches (November/December) and before April.
- 2.19.6 No application of fertilizer on plants or chemical controls on weeds.
- 2.19.7 Measurable success criteria based on plant survival, density, or cover.
- 2.19.8 Monitoring conducted for a minimum of five years to determine whether the revegetation goals and objectives have been met. Remedial measures if revegetation goals and objectives are not met.
- 2.19.9 Annual status reports on the revegetation efforts shall be submitted to CDFW in the by **April 15 of each year** following initial planting for the length of the monitoring period.

Erosion Control and Pollution

- 2.20 **Erosion Control.** Permittee shall use erosion control measures throughout all work phases where sediment runoff threatens to enter the stream.
- 2.21 **Seed and Mulch.** Upon completion of construction operations and/or the onset of wet weather, Permittee shall restore all exposed or disturbed areas and access points within the stream and riparian zone by applying locally native and weed free grass seeds (use of Humboldt grass seed mix prohibited). Locally native wildflower and/or shrub seeds may also be included in the seed mix. Permittee shall mulch restored areas using at least two inches of weed-free clean straw or similar biodegradable mulch over the seeded area. Alternately, Permittee may cover seeding with jute netting, coconut fiber blanket, or similar non-synthetic monofilament netting erosion control blanket.
- 2.22 **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, defined herein to mean October 15 through June 15. 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 the department immediately.
- 2.23 **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 biodegradable 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.

2.24 **Site Maintenance**. Permittee shall be responsible for site maintenance including, but not limited to, re-establishing erosion control to minimize surface erosion and ensuring drainage structures and altered streambeds and banks remain sufficiently armored and/or stable.

2.25 **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 the stream. Permittee shall apply and secure these materials prior to rain events to prevent loose soils from entering the stream.

2.26 **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, 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.

Project Inspection

2.27 **Project Inspection**. The Project shall be inspected by Thomas Dunklin or other qualified restoration ecologist to ensure that the Project (all work proposed) was implemented as designed. A copy of the inspection report, including photographs of each site, shall be submitted to CDFW within 90 days of completion of this project.

3. Reporting Measures

3.1 **Work Completion**. The proposed work for bank reshaping shall be completed by no later than **October 15, 2020**. A notice of completed work (condition 2.7), including photographs of each site, shall be submitted to CDFW within seven (7) days of project completion. Riparian revegetation efforts shall be completed by no later than **April 1, 2021**. **Failure to complete work by the stated work completion dates shall result in suspension or revocation of this Agreement.**

3.2 **Revegetation Plan**. The permittee shall submit a **Revegetation Plan** (condition 2.19) to CDFW by **within 30 days from the effective date of this Agreement**, for review and approval prior to implementation of riparian habitat restoration activities. The Revegetation Plan shall be submitted to CDFW at 619 2nd Street, Eureka, CA 95501.

3.3 **Revegetation Monitoring**. The permittee shall submit a **Revegetation Monitoring Report** (condition 2.19.9) to CDFW by **April 15 each year** following initial planting for the length of the monitoring period. The Revegetation Monitoring Report shall be submitted to CDFW at 619 2nd Street, Eureka, CA 95501.

3.4 **Project Inspection.** The Permittee shall submit the **Project Inspection Report** (condition 2.27) to CDFW, LSA Program at 619 2nd Street, Eureka, CA 95501

CONTACT INFORMATION

Written communication that the Permittee or CDFW submits to the other shall be delivered to the address below unless the Permittee or CDFW specifies otherwise.

To Permittee:

Roger Safier
P.O. Box 212
Petrolia, CA 95558
707-499-1384
Pepperwood36@gmail.com

To CDFW:

Department of Fish and Wildlife
Northern Region
619 2nd Street
Eureka, CA 95501
Attn: Lake and Streambed Alteration Program
Notification #1600-2019-0705-R1

LIABILITY

The Permittee shall be solely liable for any violation of the Agreement, whether committed by the Permittee or any person acting on behalf of the 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 the Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that the Permittee or any person acting on behalf of the 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 the 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 the Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to the 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 the 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 the Permittee or any person acting on behalf of the 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 the Permittee or any person acting on behalf of the 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 the Permittee or any person acting on behalf of the 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.

The Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and the Permittee. To request an amendment, the 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 the 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, the 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), the 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, the 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 the Permittee fails to submit a request to extend the Agreement prior to its expiration, the 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 the Permittee signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall **expire five years** from date of execution, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The 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 the Permittee, the signatory hereby acknowledges that he or she is doing so on the Permittee's behalf and represents and warrants that he or she has the authority to legally bind the Permittee to the provisions herein.

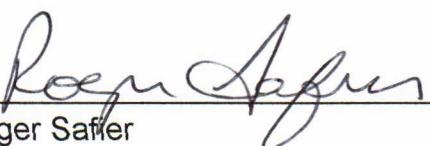
AUTHORIZATION

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

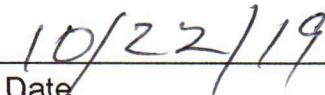
CONCURRENCE

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

FOR Roger Safier



Roger Safier

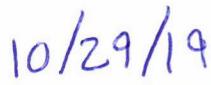


Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Scott Bauer
Senior Environmental Scientist Supervisor



Date